

# City Council

## Agenda

**Tuesday, February 16, 2016  
City Hall, Council Chambers  
749 Main Street  
7:00 PM**

***Note: The time frames assigned to agenda items are estimates for guidance only. Agenda items may be heard earlier or later than the listed time slot.***

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AGENDA**

**4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

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

**5. CONSENT AGENDA**

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

**A. Approval of Bills**

**B. Approval of Minutes: January 26, 2016; February 2, 2016**

**C. Approve Resolution No. 6, Series 2016 – A Resolution Approving an Intergovernmental Agreement (IGA) Between the Colorado Department of Transportation (CDOT) and the City of Louisville Concerning the Maintenance of the Diverging Diamond Interchange (DDI) at US 36 and McCaslin Boulevard**

**D. Approve Contract Between the City of Louisville and Glacier Construction for the Construction of the Sid Copeland Chlorine Contact Chamber Improvements**

**E. Award Landscape Maintenance Services Contract**

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**Citizen Information**

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

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**City of Louisville**

*City Council*    *749 Main Street*    *Louisville CO 80027*  
*303.335.4533 (phone)*    *303.335.4550 (fax)*    *www.louisvilleco.gov*

- F. Approve Resolution No. 7, Series 2016 – A Resolution Approving the Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap FIRMing Project Water Activity Enterprise, and the City of Louisville for Participation in the Windy Gap Firm Project

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

**7. CITY MANAGER’S REPORT**

**8. REGULAR BUSINESS**

**A. RECOGNITION OF CITY CLERK NANCY VARRA**

- Presentation

**15 MINUTE BREAK FOR RECEPTION**

7:30 – 7:45 pm

**B. RESOLUTION NO. 8, SERIES 2016 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUPERIOR METROPOLITAN DISTRICT NO. 1 FOR A LIFT STATION EMERGENCY OVERFLOW CONNECTION**

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

7:45 – 8:15 pm

**C. RESOLUTION NO. 9, SERIES 2016 – A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 20,569 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 1104 GARFIELD AVENUE, LOT 102, PARKWOOD MINOR SUBDIVISION**

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

8:15 – 8:45 pm **D. RESOLUTION NO. 10, SERIES 2016 – A RESOLUTION APPROVING AN AMENDMENT TO THE LOUISVILLE PSYCHIATRIC HOSPITAL PUD TO ALLOW FOR A 12,560 SF ADDITION TO THE EXISTING HOSPITAL AND PARKING EXPANSION**

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

8:45 – 8:50 pm **E. ORDINANCE NO. 1716, SERIES 2016 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE (LMC) TO ADD HEALTH OR ATHLETIC CLUBS, SPAS, DANCE STUDIOS AND FITNESS STUDIOS AS A LISTED USE GROUP AND SPECIFYING IN WHICH ZONE DISTRICTS THESE USES MAY BE DEVELOPED – 1st Reading – Set Public Hearing 03/08/2016**

- City Attorney Introduction
- Action

8:50 - 9:15 pm **F. DISCUSSION/DIRECTION/ACTION – CITY COUNCIL MEETING SCHEDULE**

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

**9. CITY ATTORNEY'S REPORT**

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

**11. ADJOURNMENT**

City of Louisville  
 Cash Disbursement Edit List

Batch: 93371 Period: 01/28/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account			
11094-1	WESTERN DISPOSAL SERVICES					
	123115RES	DEC 15 RESIDENTIAL TRASH SERV	01/01/16	01/31/16	116,241.38	116,241.38
3875-1	XCEL ENERGY					
	485477156	DEC 15 GROUP ENERGY	01/08/16	02/07/16	28,745.61	
	485477156	DEC 15 GROUP ENERGY	01/08/16	02/07/16	1,599.65	
	485477156	DEC 15 GROUP ENERGY	01/08/16	02/07/16	10,186.16	
	485477156	DEC 15 GROUP ENERGY	01/08/16	02/07/16	19,183.99	
	485477156	DEC 15 GROUP ENERGY	01/08/16	02/07/16	2,507.35	62,222.76
11371-1	XCEL ENERGY					
	484760533	DEC 15 FLASHERS	01/04/16	02/03/16	5.75	
	484765233	DEC 15 STREET LIGHTS	01/04/16	02/03/16	38,179.73	
	484956954	DEC 15 TRAFFIC LIGHTS	01/05/16	02/04/16	1,334.77	39,520.25
BANK TOTAL PAYMENTS					217,984.39	217,984.39
GRAND TOTAL PAYMENTS					217,984.39	217,984.39

City of Louisville  
 Cash Disbursement Edit List

Batch: 93372 Period: 01/28/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
		FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
13857-1	ADVANTAGE UPHOLSTERY INC 917047	REUPHOLSTER CHAIR SEATS LIB	01/11/16	02/10/16	783.00	783.00
14164-1	ALPINE BANK 012116	COMMUNITY SOLAR PANEL LEASE	01/21/16	02/20/16	757.47	
	012116	COMMUNITY SOLAR PANEL LEASE	01/21/16	02/20/16	3,229.23	3,986.70
14215-1	JAMES T HOFFMAN 012716	RECEPTION WINDOW CH	01/27/16	02/26/16	800.00	800.00
9750-1	LEGALSHIELD 012516	#22554 JAN 16 EMPLOYEE PREMIUM	01/25/16	02/24/16	326.95	326.95
7735-1	LINCOLN FINANCIAL GROUP LIFE0216	000010008469 FEB 16 LIFE/AD&D	02/01/16	03/02/16	6,188.07	
	LTD0216	000010008470 FEB 16 LTD PREM	02/01/16	03/02/16	3,219.15	9,407.22
55	JACK HOWELL U!00001021	18270/0135112501: REFUND	01/21/16	01/21/16	72.48	72.48
55	MARK JARMAN U!00001022	15263/144013421: UTILITY REFUN	01/25/16	01/25/16	1,226.73	
	U!00001022	15263/144013421: UTILITY REFUN	01/25/16	01/25/16	4,121.99	
	U!00001022	15263/144013421: UTILITY REFUN	01/25/16	01/25/16	409.39	
	U!00001022	15263/144013421: UTILITY REFUN	01/25/16	01/25/16	1,412.55	7,170.66
8442-1	VISION SERVICE PLAN VSP0216	12 059727 0001 FEB 16 EMP PREM	01/21/16	02/20/16	2,680.71	2,680.71
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BANK TOTAL PAYMENTS					25,227.72	25,227.72
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GRAND TOTAL PAYMENTS					25,227.72	25,227.72

City of Louisville  
 Cash Disbursement Edit List

Batch: 93499 Period: 02/04/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
		FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD				Control Disbursement Account
14054-1	AVI SYSTEMS INC 88391558	LIBRARY AV SYSTEM IPOD PORT	11/10/15	12/10/15	471.64	471.64
10	UNITED SYSTEMS FIRE & SAFETY 399839	FIRE SYSTEM SERVICE SWTP	10/12/15	11/11/15	301.00	301.00
10414-1	TANK EQUIPMENT INC 151141	GEARBOX PARTS WTP	12/01/15	12/31/15	1,933.00	1,933.00
		BANK TOTAL PAYMENTS			2,705.64	2,705.64
		GRAND TOTAL PAYMENTS			2,705.64	2,705.64

City of Louisville  
 Cash Disbursement Edit List

Batch: 93500 Period: 02/04/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
		FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD		Control Disbursement Account	
2012-1	ANFRM 010116	2016 ANFRM MEMBERSHIP	01/01/16	01/31/16	25.00	25.00
5754-1	BNSF RAILWAY CO 010816	BNSF/SHORT ST CROSSING PERMIT	01/08/16	02/07/16	4,000.00	4,000.00
13623-1	DIVISION OF OIL & PUBLIC SAFETY 012916	STATE SLIDE PERMIT FEE #252	01/29/16	02/28/16	630.00	630.00
13727-1	HOV SERVICES 348618	MICROFILM MAINTENANCE	12/17/15	01/16/16	1,387.63	1,387.63
14154-1	INTEGRA TELECOM 13605724	FEB 16 CITY PHONE CIRCUIT	01/21/16	02/20/16	978.86	978.86
14002-1	KANSAS PAYMENT CENTER 012916	EMPLOYEE GARNISHMENT PP#02	02/04/16	03/05/16	270.46	270.46
10	IAN HARPER 011216	WORKOUT EQUIPMENT CS	01/12/16	02/11/16	139.00	139.00
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BANK TOTAL PAYMENTS					7,430.95	7,430.95
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GRAND TOTAL PAYMENTS					7,430.95	7,430.95

City of Louisville  
Cash Disbursement Edit List

Batch: 93607 Period: 02/16/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account			
13547-1	A G WASSENAAR INC					
	253876	GEOTECH TESTING SERVICES CS	08/12/15	09/11/15	556.25	
	253876	GEOTECH TESTING SERVICES CS	08/12/15	09/11/15	556.25	
	253876	GEOTECH TESTING SERVICES CS	08/12/15	09/11/15	556.25	
	253876	GEOTECH TESTING SERVICES CS	08/12/15	09/11/15	556.25	
	255054	GEOTECH TESTING SERVICES CS	09/08/15	10/08/15	821.25	
	255054	GEOTECH TESTING SERVICES CS	09/08/15	10/08/15	821.25	
	255054	GEOTECH TESTING SERVICES CS	09/08/15	10/08/15	821.25	
	255054	GEOTECH TESTING SERVICES CS	09/08/15	10/08/15	821.25	
	255874	GEOTECH TESTING SERVICES CS	09/29/15	10/29/15	461.25	
	255874	GEOTECH TESTING SERVICES CS	09/29/15	10/29/15	461.25	
	255874	GEOTECH TESTING SERVICES CS	09/29/15	10/29/15	461.25	
	255874	GEOTECH TESTING SERVICES CS	09/29/15	10/29/15	461.25	7,355.00
13960-1	ALFALFAS MARKET INC					
	012716	BUSINESS ASSISTANCE REBATE	01/27/16	02/26/16	59,773.12	
	012716	BUSINESS ASSISTANCE REBATE	01/27/16	02/26/16	29,886.56	89,659.68
10033-1	ALRECO ALUMINUM SURPLUS SUPPLY					
	123515	PARTS UNIT 5377	12/21/15	01/20/16	176.85	176.85
9319-1	AMERICAN DATA GROUP INC					
	10151	ADG MIGRATION TO NEW SERVER	01/31/16	03/01/16	195.00	195.00
11455-1	APC CONSTRUCTION CO LLC					
	PP4123115	STREET RESURFACING	01/02/16	02/01/16	49,826.17	49,826.17
1192-1	ARBOR OCCUPATIONAL MEDICINE PLLC					
	7641	PHYSICALS	10/01/15	10/31/15	1,180.00	
	7642	PHYSICALS/DRUG SCREENS	10/01/15	10/31/15	460.00	
	7643	DRUG SCREENS	10/01/15	10/31/15	30.00	1,670.00
480-1	AV-TECH ELECTRONICS INC					
	63712-IN	ARROW BOARD UNIT 5377	12/23/15	01/22/16	1,900.00	1,900.00
13786-15	AVANT DATACOMM SOLUTIONS INC					
	W15-12559-01	VIDEO INSIGHT SERVER HARD DR	01/27/16	02/26/16	175.00	175.00
14140-1	BLUE RIVER FORESTRY & TREE CARE INC					
	1215-39	CROWN CLEAN & STUMP REMOVAL	12/28/15	01/27/16	1,425.00	1,425.00
640-1	BOULDER COUNTY					
	12448	LASTOKA IRRIGATION IMPROVEMENT	12/31/15	01/30/16	17,259.31	
	12623	DEC 15 RECYCLING FEES	12/31/15	01/30/16	932.89	18,192.20
13994-1	BRYAN CONSTRUCTION INC					
	PP13012916	CITY SERVICES FACILITY	01/29/16	02/28/16	16,050.06	
	PP13012916	CITY SERVICES FACILITY	01/29/16	02/28/16	16,050.06	
	PP13012916	CITY SERVICES FACILITY	01/29/16	02/28/16	16,050.06	

City of Louisville  
 Cash Disbursement Edit List

Batch: 93607 Period: 02/16/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	PP13012916	CITY SERVICES FACILITY	01/29/16	02/28/16	16,050.07	64,200.25
13200-1	CABLE TELEVISION LABORATORIES INC					
	012516	BUSINESS ASSISTANCE REBATE	01/25/16	02/24/16	1,410.58	
	012516	BUSINESS ASSISTANCE REBATE	01/25/16	02/24/16	705.29	2,115.87
13352-1	CGRS INC					
	2-13363-50935	ANNUAL TANK INSPECTION WWTP	11/30/15	12/30/15	150.00	150.00
14047-1	CITY OF NORTHGLENN					
	994	LAB ANALYSIS FEES WTP	12/31/15	01/30/16	210.00	210.00
13207-1	COLORADO TECH CENTER OWNERS ASSOCIATION					
	15-2584A	CTCOA DUES 734 CTC BLVD	01/27/16	02/26/16	1,635.02	
	15-2584B	CTCOA DUES 712 CTC BLVD	01/27/16	02/26/16	1,635.02	
	15-2584C	CTCOA DUES 739 S 104TH ST	01/27/16	02/26/16	1,635.03	4,905.07
13685-1	DEWBERRY ENGINEERS INC					
	1267388	WWTP CONSTRUCTION MANAGEMENT	01/21/16	02/20/16	38,484.20	38,484.20
1960-1	FARMERS RESERVOIR & IRRIGATION CO					
	020416	2014/2015 STORAGE/CONVEY RECON	02/04/16	03/05/16	14,270.14	14,270.14
14070-1	FORENSIC TRUTH GROUP LLC					
	122815	PRE-EMPLOYMENT POLYGRAPH	12/28/15	01/27/16	140.00	140.00
645-1	HUMANE SOCIETY OF BOULDER VALLEY					
	121505	4TH QTR ANIMAL IMPOUND FEES	01/14/16	02/13/16	1,800.00	1,800.00
14176-1	IMS INFRASTRUCTURE MANAGEMENT SERVICES LLC					
	13715-4	PAVEMENT CONDITION SURVEY	01/15/16	02/14/16	9,555.00	9,555.00
13778-1	INVISION GIS					
	1286	LUCITY SOFTWARE	12/01/15	12/31/15	822.50	
	1286	LUCITY SOFTWARE	12/01/15	12/31/15	822.50	
	1286	LUCITY SOFTWARE	12/01/15	12/31/15	822.50	
	1286	LUCITY SOFTWARE	12/01/15	12/31/15	822.50	3,290.00
14219-1	KIMLEY-HORN AND ASSOCIATES INC					
	7149865	CONTRACT SERV PLANNING RUSS	11/30/15	12/30/15	11,666.67	
	7382199	CONTRACT SERV PLANNING RUSS	12/31/15	01/30/16	11,666.67	23,333.34
14171-1	LISA STONE					
	87	CONTRACTOR FEES YOGA	01/20/16	02/19/16	92.40	92.40
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	119399	BLOOD DRAWS 12/11-12/19/15	01/15/16	02/14/16	70.00	70.00
11072-18	MERRICK AND COMPANY					
	146110	NWTP CONTACT TANK FINAL DESIGN	12/30/15	01/29/16	12,500.00	
	146899	ELDORADO CONSTRUCTION MGMT	01/21/16	02/20/16	15,910.00	28,410.00
13846-1	METECH RECYCLING INC					
	36828	IT ELECTRONIC RECYCLING	02/03/16	03/04/16	450.98	450.98
13525-1	MICHAEL BAKER JR INC					

City of Louisville  
Cash Disbursement Edit List

Batch: 93607 Period: 02/16/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	932854	95TH ST BRIDGE DESIGN	02/08/16	03/09/16	55,384.43	55,384.43
13927-1	PEARL IZUMI USA INC					
	012816	BUSINESS ASSISTANCE REBATE	01/28/16	02/27/16	1,371.62	
	012816	BUSINESS ASSISTANCE REBATE	01/28/16	02/27/16	685.81	2,057.43
5178-1	PETTY CASH LRC - KATHY MARTIN					
	123115	PETTY CASH RSC	12/31/15	01/30/16	117.91	117.91
14160-1	PRECISE MRM LLC					
	IN200-1007637	GPS SOFTWARE AND POOLED DATA	01/29/16	02/28/16	236.28	236.28
13735-1	REDZONE ROBOTICS INC					
	INV-10672	2015 SEWER ASSESSMENT	02/05/16	03/06/16	13,983.50	13,983.50
14210-1	REGENCY ENTERPRISES INC					
	3523008	LIGHTING CH	12/29/15	01/28/16	955.91	
	3524557	LIGHTING PC	12/31/15	01/30/16	780.00	1,735.91
13668-1	RESOURCE BASED INTERNATIONAL					
	2015-12	DEC 15 WATER RIGHTS ADMIN	01/19/16	02/18/16	5,970.00	
	2015-12A	DEC 15 WATER MGMT PLAN	01/19/16	02/18/16	2,610.00	8,580.00
13737-1	RNL DESIGN INC					
	53180	CONSTRUCTION ADMIN SERVICES CS	11/24/15	12/24/15	4,067.00	
	53180	CONSTRUCTION ADMIN SERVICES CS	11/24/15	12/24/15	4,067.00	
	53180	CONSTRUCTION ADMIN SERVICES CS	11/24/15	12/24/15	4,067.00	
	53180	CONSTRUCTION ADMIN SERVICES CS	11/24/15	12/24/15	4,067.00	
	53323	CONSTRUCTION ADMIN SERVICES CS	01/05/16	02/04/16	5,000.00	
	53323	CONSTRUCTION ADMIN SERVICES CS	01/05/16	02/04/16	5,000.00	
	53323	CONSTRUCTION ADMIN SERVICES CS	01/05/16	02/04/16	5,000.00	
	53323	CONSTRUCTION ADMIN SERVICES CS	01/05/16	02/04/16	5,000.00	36,268.00
14221-1	ROBERT BUSTRUM					
	15-100	BACKGROUND INVESTIGATION	12/30/15	01/29/16	400.00	400.00
4160-1	SAFE SYSTEMS INC					
	411445	INSTALL PANIC BUTTONS LIB	12/17/15	01/16/16	749.00	
	411643	INSTALL PANIC BUTTONS PC	12/22/15	01/21/16	1,340.00	
	416217	INSTALL PANIC BUTTONS CH	01/21/16	02/20/16	2,000.00	4,089.00
11136-1	SINK COMBS DETHLEFS					
	001534.00-2	RSC EXPANSION PROJECT	01/20/16	02/19/16	17,668.13	17,668.13
14099-1	SOUTHWESTERN PAINTING					
	86012	INTERIOR PAINTING CH	02/03/16	03/04/16	2,214.00	2,214.00
10449-1	UNIVERSITY OF COLORADO					
	PD16-009	POLICE SERV 7/10/15 STR FAIRE	01/12/16	02/11/16	493.00	
	PD16-010	POLICE SERV 7/24/15 STR FAIRE	01/12/16	02/11/16	304.50	
	PD16-011	POLICE SERV 8/7/15 STR FAIRE	01/12/16	02/11/16	696.00	
	PD16-012	POLICE SERV 8/14/15 STR FAIRE	01/12/16	02/11/16	696.00	2,189.50

City of Louisville  
 Cash Disbursement Edit List

Batch: 93607 Period: 02/16/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
5115-1	WL CONTRACTORS INC 26959	TRAFFIC SIGNAL REPAIRS	02/01/16	03/02/16	36,548.00	36,548.00
14220-1	XETA WAVE LLC 012716	BUSINESS ASSISTANCE REBATE	01/27/16	02/26/16	1,884.68	
	012716	BUSINESS ASSISTANCE REBATE	01/27/16	02/26/16	942.34	2,827.02
		BANK TOTAL PAYMENTS			----- 546,351.26	----- 546,351.26
		GRAND TOTAL PAYMENTS			----- 546,351.26	----- 546,351.26

City of Louisville  
Cash Disbursement Edit List

Batch: 93609 Period: 02/16/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
		FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD		Control Disbursement Account	
1-1	A WAY OF LIFE FITNESS CONSULTING					
	89	CONTRACTOR FEES YOUTH R-BALL	01/27/16	02/26/16	330.40	
	90	CONTRACTOR FEES YOUTH R-BALL	01/27/16	02/26/16	330.40	
	91	CONTRACTOR FEES WEIGHT TRAIN	01/27/16	02/26/16	521.50	
	92	CONTRACTOR FEES MEDITATION	01/27/16	02/26/16	157.50	
	93	CONTRACTOR FEES MEDITATION	01/27/16	02/26/16	70.00	1,409.80
5369-1	ACCUTEST MOUNTAIN STATES INC					
	D1-71690	LAB ANALYSIS FEES WWTP	01/26/16	02/25/16	442.50	
	D1-71691	LAB ANALYSIS FEES WWTP	01/26/16	02/25/16	223.50	
	D1-71692	LAB ANALYSIS FEES WWTP	01/26/16	02/25/16	259.50	925.50
1192-1	ARBOR OCCUPATIONAL MEDICINE PLLC					
	7642A	PHYSICAL/DRUG SCREEN	01/01/16	01/31/16	215.00	215.00
10493-1	ARROW OFFICE EQUIPMENT LLC					
	479139-0	OFFICE FURNITURE PD	01/12/16	02/11/16	1,001.00	
	479196-0	BOOKCASE PD	01/13/16	02/12/16	89.00	
	479231-0	DRY ERASE BOARD PD	01/13/16	02/12/16	139.99	1,229.99
480-1	AV-TECH ELECTRONICS INC					
	64094-IN	PARTS UNIT 3212	01/29/16	02/28/16	218.40	218.40
14201-1	AXIOM STRATEGIES INC					
	7695	JAN 16 LEGISLATIVE SERVICES	01/18/16	02/17/16	3,000.00	3,000.00
13855-1	BIG AIR JUMPERS INC					
	019724	NITE AT REC INFLATABLES	01/22/16	02/21/16	544.00	
	019725	NITE AT REC INFLATABLES	01/29/16	02/28/16	619.00	
	019726	NITE AT REC INFLATABLES	02/05/16	03/06/16	544.00	1,707.00
14223-1	BLUE STAR RECYCLERS					
	8835	ELECTRONIC RECYCLING IT	01/18/16	02/17/16	300.27	300.27
11605-1	BOBCAT OF THE ROCKIES LLC					
	11222020	BROOM UNIT 3214	02/04/16	03/05/16	524.04	
	11222586	CONTROLLER UNIT 5367	02/04/16	03/05/16	976.53	1,500.57
640-1	BOULDER COUNTY					
	013116	JAN 16 BOULDER COUNTY USE TAX	01/31/16	03/01/16	37,488.70	37,488.70
12880-1	BOYAGIAN CONSULTING LLC					
	020216	JAN 16 PROFESSIONAL SERVICES	02/02/16	03/03/16	2,500.00	2,500.00
935-1	CENTENNIAL PRINTING CO					
	58629	WTR METER SET/SEWER TAP FORMS	01/15/16	02/14/16	187.54	187.54
10773-1	CENTRIC ELEVATOR CORP					
	240666	FEB 16 ELEVATOR MAINT PC	02/01/16	03/02/16	246.29	
	240667	FEB 16 ELEVATOR MAINT LIB	02/01/16	03/02/16	451.32	
	240668	FEB 16 ELEVATOR MAINT RSC	02/01/16	03/02/16	265.59	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	240669	FEB 16 ELEVATOR MAINT CH	02/01/16	03/02/16	269.65	1,232.85
980-1	CENTURY CHEVROLET INC					
	45025423	PARTS UNIT 2169	01/26/16	02/25/16	367.62	
	45025602	PARTS UNIT 5306	01/28/16	02/27/16	14.72	382.34
13352-1	CGRS INC					
	2-15859-53183	JAN 16 REMOTE POLLING	01/31/16	03/01/16	25.00	25.00
1005-1	CHEMATOX LABORATORY INC					
	19289	DUI BLOOD TESTS	01/16/16	02/15/16	130.00	130.00
4785-1	CINTAS CORPORATION #66					
	66438158	UNIFORM RENTAL WWTP	01/04/16	02/03/16	119.29	
	66441683	UNIFORM RENTAL WWTP	01/11/16	02/10/16	119.29	
	66441684	UNIFORM RENTAL WTP	01/11/16	02/10/16	160.23	
	66445224	UNIFORM RENTAL WWTP	01/18/16	02/17/16	119.29	
	66445225	UNIFORM RENTAL WTP	01/18/16	02/17/16	148.48	
	66448730	UNIFORM RENTAL WWTP	01/25/16	02/24/16	119.29	
	66448731	UNIFORM RENTAL WTP	01/25/16	02/24/16	160.23	
	66452343	UNIFORM RENTAL WWTP	02/01/16	03/02/16	237.24	1,183.34
4025-1	CINTAS FIRST AID AND SAFETY					
	5004413834	FIRST AID SUPPLIES	02/03/16	03/04/16	200.07	
	5004413834	FIRST AID SUPPLIES	02/03/16	03/04/16	162.20	
	5004413834	FIRST AID SUPPLIES	02/03/16	03/04/16	94.76	457.03
13814-1	CJ ROOFING & HOME IMPROVEMENT					
	1468P3G395	ROOF REPAIR WWTP	01/21/16	02/20/16	720.37	
	1468P3G396	ROOF REPAIR NWTP	01/21/16	02/20/16	564.45	1,284.82
13745-1	COLORADO PRECAST CONCRETE INC					
	966070	METER ACCESSORIES	01/04/16	02/03/16	994.05	994.05
13207-1	COLORADO TECH CENTER OWNERS ASSOCIATION					
	16-2584A	CTCOA DUES 734 CTC BLVD	01/27/16	02/26/16	281.24	
	16-2584B	CTCOA DUES 712 CTC BLVD	01/27/16	02/26/16	276.61	
	16-2584C	CTCOA DUES 739 S 104TH ST	01/27/16	02/26/16	724.07	1,281.92
13897-1	COMPASS MINERALS AMERICA INC					
	71432248	BULK QWIKSALT	01/06/16	02/05/16	14,781.65	
	71433035	BULK QWIKSALT	01/07/16	02/06/16	1,968.29	16,749.94
13578-1	COMPUTER HOUSE CALLS					
	11200156	CONTRACTOR FEES COMPUTERS	02/05/16	03/06/16	193.50	193.50
13392-1	DESIGN MECHANICAL INC					
	4064736	HVAC SERVICE CH	01/22/16	02/21/16	696.00	
	4064737	HVAC SERVICE SWTP	01/22/16	02/21/16	474.00	1,170.00
13929-1	DHE COMPUTER SYSTEMS LLC					
	93669	LENOVO L450 NOTEBOOK IT	02/01/16	03/02/16	1,013.00	1,013.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13843-1	DIETZE AND DAVIS, PC 63043	PROSECUTING ATTORNEY	02/05/16	03/06/16	140.00	140.00
1520-1	DRCOG SALES018837	2016 MEMBERSHIP DUES 1ST HALF	01/22/16	02/21/16	3,400.00	3,400.00
13084-1	ECONOMIC DEVELOPMENT COUNCIL OF CO 30	2016 EDCC MEMBERSHIP	01/28/16	02/27/16	250.00	250.00
10474-1	EDDIE ROSE 020816	ROYAL BALL DJ	02/08/16	03/09/16	200.00	200.00
11468-1	EMPLOYERS COUNCIL SERVICES INC 27381	2016 POSTER UPDATE	12/31/15	01/30/16	315.00	315.00
13963-1	ENSCICON CORPORATION 89964	ENGINEERING SERV SULLIVAN	01/24/16	02/23/16	592.00	
	89964A	ENGINEERING SERV SULLIVAN	01/24/16	02/23/16	592.00	
	90064	ENGINEERING SERV SULLIVAN	02/03/16	03/04/16	740.00	
	90064A	ENGINEERING SERV SULLIVAN	02/03/16	03/04/16	740.00	2,664.00
6761-1	FARIS MACHINERY CO C12592	PRESS GAUGE	01/22/16	02/21/16	52.12	52.12
1960-1	FARMERS RESERVOIR & IRRIGATION CO 2015946-IN	2016 ASSESSMENT	01/11/16	02/10/16	11,245.62	11,245.62
14070-1	FORENSIC TRUTH GROUP LLC 011916	PRE-EMPLOYMENT POLYGRAPH	01/19/16	02/18/16	140.00	140.00
13098-1	G4S SECURE SOLUTIONS INC 7629294	BAILIFF SERVICES 1/11/16	01/17/16	02/16/16	110.00	110.00
645-1	HUMANE SOCIETY OF BOULDER VALLEY 11604	2016 RESERVE FUND CONTRIBUTION	01/21/16	02/20/16	2,221.00	2,221.00
11285-1	IRONWOOD EARTHCARE INC 16612	REMOVE ELM TREE	01/29/16	02/28/16	2,025.00	2,025.00
13817-1	ISRAEL ALVARADO 2016-30	NITE AT REC DJ SERVICES	01/22/16	02/21/16	275.00	
	2016-31	NITE AT REC DJ SERVICES	01/29/16	02/28/16	275.00	
	2016-32	NITE AT REC DJ SERVICES	02/05/16	03/06/16	275.00	825.00
13390-1	KRISTIN NORDECK BROWN, PC 010216	PROSECUTING ATTORNEY	01/02/16	02/01/16	483.00	483.00
2360-1	LIGHT KELLY, PC 020416	JAN 16 LEGAL SERVICES	02/04/16	03/05/16	20,999.05	
	020416	JAN 16 LEGAL SERVICES	02/04/16	03/05/16	180.00	21,179.05
13939-1	LOUISVILLE ARTS DISTRICT 042013-454	LAD ADVERTISING SPONSORSHIP	02/04/16	03/05/16	1,000.00	1,000.00
8059-1	LOUISVILLE DOLPHINS SWIM TEAM 2016-JAN	CONTRACTOR FEES STROKE CLINICS	01/28/16	02/27/16	1,736.00	1,736.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	013116	JAN 16 FIRE PROTECT DIST FEES	01/31/16	03/01/16	1,885.00	1,885.00
14071-1	MARY RITTER					
	2	CONTRACTOR FEES FLUID RUNNING	02/02/16	03/03/16	411.60	411.60
13525-1	MICHAEL BAKER JR INC					
	932854A	95TH ST BRIDGE DESIGN	02/08/16	03/09/16	27,692.22	27,692.22
10	AIS INDUSTRIAL & CONSTRUCTION SUPPLY					
	611076-00	SIGN POST DRIVER	01/22/16	02/21/16	261.70	261.70
6	CAROL BALLIET					
	012516	BLOOMIN SENIORS PAINTING	01/25/16	02/24/16	75.00	75.00
6	MARY MULCAHEY					
	012816	BLOOMIN SENIORS SUPPLIES	01/28/16	02/27/16	81.99	81.99
4	SUMMIT EQUIPMENT INC					
	020216	REFUND DUPLICATE SALES TAX	02/02/16	03/03/16	746.48	746.48
4	ALPINE LUMBER COMPANY					
	020316	REFUND DUPLICATE SALES TAX	02/03/16	03/04/16	1,272.82	1,272.82
14222-1	MJT COMMUNICATION INC					
	11657	INSTALL DATA PORT PD	01/26/16	02/25/16	352.63	
	11658	PATROL VIDEO DISPLAY	01/26/16	02/25/16	2,385.40	2,738.03
3420-1	MOTOROLA SOLUTIONS INC					
	78324146	2016 NETRMS SERVICE AGREEMENT	01/01/16	01/31/16	19,555.92	19,555.92
9668-1	MUNICIPAL CODE CORPORATION					
	265933	MUNICIPAL CODE #60 UPDATE 3	01/28/16	02/27/16	629.24	629.24
14101-1	MWH CONSTRUCTORS INC					
	PP06013016	WWTP CONSTRUCTION	01/30/16	02/29/16	993,146.00	993,146.00
14035-1	NANCY E THOMADSEN					
	1610039-2	CONTRACTOR FEES DISCOVER MUSIC	02/01/16	03/02/16	63.00	63.00
11365-1	NATIONAL METER & AUTOMATION INC					
	S1067519.001	WATER METERS & ACCESSORIES	02/03/16	03/04/16	1,298.28	1,298.28
14064-1	NORTHERN COLORADO CRIME STOPPERS INC					
	011416	2016 PARTICIPATION DUES	01/14/16	02/13/16	250.00	250.00
14090-1	OCX NETWORK CONSULTANTS LLC					
	7638	EXTENSION ONLY LICENSES	01/28/16	02/27/16	1,108.26	1,108.26
11477-1	P.R.O.S. INC					
	LO1601YB	YOUTH BASKETBALL REFEREES	01/17/16	02/16/16	324.00	324.00
9105-1	POSTMASTER					
	020816	SPRING NEWSLETTER MAILING	02/08/16	03/09/16	2,349.51	2,349.51
13893-1	REBECCA TSUI					
	2016-1	CONTRACTOR FEES TAI CHI	01/27/16	02/26/16	674.80	674.80
99	KIRSTEN MEYMARIS					

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	926051	ACTIVITY REFUND	01/27/16	02/26/16	136.00	136.00
14175-1	REDPOINT CONTRACTING					
	PP2013116	LSVL/SUPERIOR WTR INTERCONNECT	01/31/16	03/01/16	293,621.25	293,621.25
9559-1	RICHARD C HARPER					
	012116	DFAR DATABASE UPDATES	01/21/16	02/20/16	260.00	260.00
13892-1	RODMAN SERVICES					
	799968	BRONCOS WINDOW PAINTING	01/28/16	02/27/16	360.00	360.00
4160-1	SAFE SYSTEMS INC					
	416214	ALARM SYSTEM CS	01/21/16	02/20/16	245.00	
	416216	ALARM SYSTEM PC	01/21/16	02/20/16	249.62	
	417161	ALARM SYSTEM LIB	02/01/16	03/02/16	213.78	708.40
5281-1	SAFELITE FULFILLMENT INC					
	524-218760	WINDSHIELD UNIT 2175	02/03/16	03/04/16	321.69	321.69
1201-1	SUPPLYWORKS					
	357385061	BREAK ROOM SUPPLIES CH	01/27/16	02/26/16	209.53	
	357840107	BREAK ROOM SUPPLIES PC	02/02/16	03/03/16	335.66	545.19
7917-1	THE AQUEOUS SOLUTION INC					
	68538	POOL CHEMICALS	01/12/16	02/11/16	1,319.12	
	68591	POOL CHEMICALS	01/22/16	02/21/16	113.56	1,432.68
11466-1	THE RUNNING GROUP LLC					
	1610033-1A	CONTRACTOR FEES WINTER TRACK	01/28/16	02/27/16	56.00	
	1610033-2	CONTRACTOR FEES WINTER TRACK	02/02/16	03/03/16	288.00	
	1610033-3	CONTRACTOR FEES WINTER TRACK	01/28/16	02/27/16	312.00	
	1610033-4	CONTRACTOR FEES WINTER TRACK	02/02/16	03/03/16	216.00	
	1610034-2	CONTRACTOR FEES TIGER	02/02/16	03/03/16	336.00	
	1610034-3	CONTRACTOR FEES TIGER	03/01/16	03/31/16	144.00	
	1610037-2A	CONTRACTOR FEES STRENGTH TRAIN	01/05/16	02/04/16	100.80	
	1610037-3A	CONTRACTOR FEES STRENGTH TRAIN	01/05/16	02/04/16	268.80	1,721.60
13505-1	THOMPSON INFORMATION SERVICES					
	3010033	FAIR LABOR STANDARDS HANDBOOK	01/01/16	01/31/16	536.99	536.99
6609-1	TRAVELERS					
	496998	WORKERS COMP DEDUCTIBLES	01/29/16	02/28/16	368.19	
	496998	WORKERS COMP DEDUCTIBLES	01/29/16	02/28/16	807.81	
	496998	WORKERS COMP DEDUCTIBLES	01/29/16	02/28/16	209.07	
	496999	INSURANCE DEDUCTIBLES	01/29/16	02/28/16	2,528.50	
	497000	INSURANCE DEDUCTIBLE	01/29/16	02/28/16	585.50	4,499.07
6609-2	TRAVELERS					
	012916	2016 INSURANCE RENEWAL	01/29/16	02/28/16	205,153.93	
	012916	2016 INSURANCE RENEWAL	01/29/16	02/28/16	16,787.00	
	012916	2016 INSURANCE RENEWAL	01/29/16	02/28/16	7,512.42	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	012916	2016 INSURANCE RENEWAL	01/29/16	02/28/16	40,746.37	
	012916	2016 INSURANCE RENEWAL	01/29/16	02/28/16	31,842.76	
	012916	2016 INSURANCE RENEWAL	01/29/16	02/28/16	7,110.52	
	012916A	WORKERS COMP PREMIUM	01/29/16	02/28/16	50,437.28	359,590.28
14065-1	TYLER TECHNOLOGIES INC					
	045-151649	TYLER SOFTWARE	01/27/16	02/26/16	3,297.27	
	045-151649	TYLER SOFTWARE	01/27/16	02/26/16	706.56	
	045-151649	TYLER SOFTWARE	01/27/16	02/26/16	706.56	4,710.39
4765-1	UNCC					
	21601463	JAN 16 LOCATES #48760	01/31/16	03/01/16	437.58	437.58
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	IN76450	OCE PRINTER PAPER	01/28/16	02/27/16	85.25	85.25
11087-1	UNITED SITE SERVICES					
	114-3667459	TOILET RENTAL CENTENNIAL PARK	01/18/16	02/17/16	209.60	209.60
4870-1	VWR INTERNATIONAL					
	8043784053	RESERVOIR FILTERS WWTP	01/15/16	02/14/16	181.58	181.58
6210-1	W BRUCE JOSS					
	020816	JAN 16 MUNICIPAL JUDGE SALARY	02/08/16	03/09/16	2,600.00	2,600.00
11094-1	WESTERN DISPOSAL SERVICES					
	013116CITY	JAN 16 CITY TRASH SERVICE	02/01/16	03/02/16	1,413.00	
	013116CITY	JAN 16 CITY TRASH SERVICE	02/01/16	03/02/16	436.50	
	013116CITY	JAN 16 CITY TRASH SERVICE	02/01/16	03/02/16	202.00	
	013116CITY	JAN 16 CITY TRASH SERVICE	02/01/16	03/02/16	304.00	
	013116CITY	JAN 16 CITY TRASH SERVICE	02/01/16	03/02/16	297.50	2,653.00
13985-1	WESTERN STATES FIRE PROTECTION CO					
	R29465	FIRE SPRINKLER MONITORING CH	01/29/16	02/28/16	720.00	720.00
12997-1	WHITESTONE CONSTRUCTION SERVICES INC					
	3459	MINERS FIELD RESTROOM REMODEL	02/01/16	03/02/16	28,166.91	28,166.91
10884-1	WORD OF MOUTH CATERING INC					
	2016-02	SR MEAL PROGRAM 1/25-2/5/16	02/05/16	03/05/16	2,384.00	
	286273	BIKE TO WORK DAY	01/27/16	02/26/16	100.00	2,484.00
7924-1	WORLD BOOK INC					
	1522502	CHILDRENS BOOKS AND MEDIA	01/01/16	01/31/16	899.00	899.00
3875-1	XCEL ENERGY					
	488341893	JAN 16 SPRINKLERS	02/01/16	03/02/16	96.80	96.80
11081-1	XEROX FINANCIAL SERVICES LLC					
	463498	FEB 16 COPIER LEASE	02/04/16	03/05/16	990.00	990.00
13507-1	YATES LAW FIRM LLC					
	020316	JAN 16 WATER LEGAL FEES	02/03/16	03/04/16	537.50	537.50
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Vendor / Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
		BANK TOTAL PAYMENTS			1,887,834.96	1,887,834.96	
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		GRAND TOTAL PAYMENTS			1,887,834.96	1,887,834.96	

**CITY OF LOUISVILLE**  
**PURCHASING CARD SUMMARY**  
**STATEMENT PERIOD 12/23/15 - 01/21/16**

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	800-624-4488	DAVID SZABADOS	FACILITIES	12/22/2015	1,216.08
2457 CED	FORT COLLINS	ROBERT DUPORT	WATER	01/05/2016	183.90
2457 CED	FORT COLLINS	ROBERT DUPORT	WATER	12/23/2015	333.75
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	DAVE NICHOLS	OPERATIONS	12/30/2015	83.46
740 FRONT STREET	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	01/14/2016	187.89
ACT*CGFOA	877-551-5560	PENNEY BOLTE	SALES TAX	01/06/2016	135.00
ACZ LABORATORIES INC	09708796590	JUSTIN ELKINS	WASTEWATER	01/19/2016	185.00
ADAMANT BARBELL	5108680597	JESSE DEGRAW	REC CENTER	12/23/2015	98.00
AEROSUDS	BROOMFIELD	RON CHOATE	OPERATIONS	12/28/2015	78.00
AEROSUDS	BROOMFIELD	RON CHOATE	OPERATIONS	12/22/2015	190.00
ALBERT FREI AND SONS I	303-2891837	JEFF LEBECK	OPERATIONS	12/31/2015	265.57
ALBERTSONS #00812	LOUISVILLE	LINDA PARKER	REC CENTER	01/15/2016	2.99
ALBERTSONS #00812	LOUISVILLE	LINDA PARKER	REC CENTER	01/14/2016	9.88
ALBERTSONS #00812	LOUISVILLE	KAYLA FEENEY	REC CENTER	01/11/2016	89.12
ALBERTSONS #00812	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/31/2015	17.56
ALBERTSONS #00812	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/30/2015	19.18
ALFALFA'S MARKET I	LOUISVILLE	DAWN BURGESS	CITY MANAGER	01/20/2016	40.21
ALL WEST TROPHIES INC	LAFAYETTE	DEAN JOHNSON	PARKS	01/08/2016	138.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/20/2016	5.91
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/20/2016	63.47
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	01/18/2016	28.16
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	ERICA BERZINS	POLICE	01/16/2016	16.48
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/11/2016	63.11
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/11/2016	27.90
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/10/2016	16.89
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/09/2016	24.93
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/07/2016	25.46
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/07/2016	51.64
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	01/07/2016	5.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/06/2016	26.48
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/06/2016	27.90
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/06/2016	55.68
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/06/2016	164.80
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/06/2016	4.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/05/2016	23.97
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/05/2016	8.47
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	01/04/2016	89.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	01/02/2016	93.98

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/31/2015	57.80
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JEFFREY FISHER	POLICE	12/31/2015	89.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/31/2015	828.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/30/2015	93.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MIKE MILLER	POLICE	12/28/2015	788.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/28/2015	49.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/25/2015	670.49
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/24/2015	283.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/24/2015	34.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/24/2015	37.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVE HINZ	POLICE	12/23/2015	388.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/23/2015	64.93
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	01/14/2016	49.78
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	DAVE HINZ	POLICE	01/07/2016	799.00
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	DAVE HINZ	POLICE	01/06/2016	55.99
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JEFFREY FISHER	POLICE	12/23/2015	44.94
AMC GROUP TICKETS #104	08002624849	LESLIE RINGER	HUMAN RESOURCES	01/06/2016	909.95
AMERICAN ASSOCIATION F	615-3203203	BRIDGET BACON	LIBRARY	01/08/2016	40.00
AMERICAN LIBRARY ASSN	CHICAGO	KRISTEN BODINE	LIBRARY	12/30/2015	255.00
AMERLIBASSOC-BRIGHTKEY	866-746-7252	KRISTEN BODINE	LIBRARY	12/24/2015	117.05
APCO INTERNATIONAL INC	386-944-2422	DAVID D HAYES	POLICE	01/06/2016	92.00
APPLIED IND TECH 2740	LONGMONT	GLEN SIEDENBURG	WATER	12/29/2015	251.83
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	01/12/2016	246.40
ARC*SERVICES/TRAINING	800-733-2767	ERIKA HOLTON	REC CENTER	12/23/2015	140.00
ARROWHEAD AWARDS	BOULDER	DAWN BURGESS	CITY MANAGER	01/05/2016	25.00
ARROWHEAD SCIENTIFIC I	LENEXA	ERICA BERZINS	POLICE	12/23/2015	502.21
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	01/16/2016	30.00
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	01/04/2016	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	01/06/2016	37.70
AWWA.ORG	303-347-6197	ROBERT CARRA	WATER	01/15/2016	231.00
AWWA.ORG	303-347-6197	KERRY HOLLE	PUBLIC WORKS	01/09/2016	716.00
AWWA.ORG	303-347-6197	STEVE HITE	OPERATIONS	01/09/2016	79.00
AWWA.ORG	303-347-6197	KERRY HOLLE	PUBLIC WORKS	01/09/2016	191.00
AMAZON.COM	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/20/2016	27.59
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/19/2016	234.77
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/18/2016	123.92
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/17/2016	14.99
AMAZON.COM	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	01/13/2016	13.08
AMAZON.COM	AMZN.COM/BILL	KAREN FREITER	LIBRARY	01/13/2016	43.64
AMAZON.COM	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	01/08/2016	43.00
AMAZON.COM	AMZN.COM/BILL	JEFFREY FISHER	POLICE	01/07/2016	910.71
AMAZON.COM	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/05/2016	53.60

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMAZON.COM	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/31/2015	22.71
AMAZON.COM	AMZN.COM/BILL	DAVE HINZ	POLICE	12/30/2015	63.04
AMAZON.COM	AMZN.COM/BILL	MIKE MILLER	POLICE	12/24/2015	129.52
AMAZONPRIME MEMBERSHIP	AMZN.COM/PRME	DAWN BURGESS	CITY MANAGER	01/01/2016	99.00
BARTKUS OIL	BOULDER	JUSTIN ELKINS	WASTEWATER	01/19/2016	256.50
BED BATH & BEYOND #651	08004623966	JOANN MARQUES	REC CENTER	01/16/2016	51.74
BENNETTS BAR B Q CATER	AURORA	KERRY HOLLE	PUBLIC WORKS	01/18/2016	742.43
BIG AIR JUMPERS, I	COLORADO SPRI	DAVID SZABADOS	FACILITIES	01/10/2016	525.00
BLACK DIAMOND WASH INC	LOUISVILLE	DAVE HINZ	POLICE	01/07/2016	39.95
BLACKJACK PIZZA	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	01/14/2016	40.55
BLACKJACK PIZZA	LOUISVILLE	SEAN MCCARTNEY	PLANNING	01/11/2016	57.67
BLACKJACK PIZZA	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/28/2015	29.69
BOMGAARS #59 LOVELAND	LOVELAND	GLEN SIEDENBURG	WATER	01/05/2016	104.99
BROOMFIELD RENTALS INC	BROOMFIELD	JEFFREY ROBISON	OPERATIONS	01/11/2016	26.40
CANTEEN 74052176	DENVER	POLLY A BOYD	PARKS	01/13/2016	60.33
CARLS JR 7214	COLORADO SPRI	MICHAEL CLEVELAND	OPERATIONS	01/19/2016	17.84
CARRIER WEST	03038254328	DAVID SZABADOS	FACILITIES	01/05/2016	1,011.46
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	01/20/2016	332.73
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	01/15/2016	110.65
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	01/14/2016	738.42
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	01/13/2016	53.34
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	01/04/2016	68.82
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	01/04/2016	68.82
CENTENNIAL PRINTING	LOUISVILLE	POLLY A BOYD	PARKS	12/29/2015	195.00
CENTURYLINK	800-244-1111	DAVID BARIL	GOLF COURSE	01/09/2016	209.87
CHIEF SUPPLY	8885888569	DAVE HINZ	POLICE	01/06/2016	125.16
CLUB PROPHET SYSTEMS	724-2740380	DAVID BARIL	GOLF COURSE	01/11/2016	510.00
COLORADO ASSOC00 OF 00	303-4636400	REBECCA CAMPBELL	LIBRARY	01/19/2016	70.00
COLORADO ASSOC00 OF 00	303-4636400	KRISTEN BODINE	LIBRARY	12/30/2015	70.00
COLORADO ASSOC00 OF 00	303-4636400	KRISTEN BODINE	LIBRARY	12/30/2015	95.00
COLORADO ASSOC00 OF 00	303-4636400	REBECCA CAMPBELL	LIBRARY	12/21/2015	95.00
COLORADO BARRICADE	DENVER	NATHAN LANPHERE	OPERATIONS	01/19/2016	190.00
COLORADO BARRICADE	DENVER	JEFF LEBECK	OPERATIONS	01/04/2016	226.00
COLORADO BARRICADE	DENVER	JEFF LEBECK	OPERATIONS	12/29/2015	580.00
COLORADO BARRICADE	DENVER	NATHAN LANPHERE	OPERATIONS	12/29/2015	580.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/12/2016	150.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/12/2016	225.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/12/2016	150.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/12/2016	75.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/12/2016	225.00
COLORADO MUNICIPAL LEA	303-8316411	MEREDYTH MUTH	CITY MANAGER	01/13/2016	13.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	01/05/2016	110.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	12/29/2015	110.00
COLORADO PARKS AND REC	WHEAT RIDGE	JESSE DEGRAW	REC CENTER	01/20/2016	85.00
COLORADO PARKS AND REC	WHEAT RIDGE	JULIE SEYDEL	REC CENTER	01/20/2016	85.00
COLORADO PARKS AND REC	WHEAT RIDGE	KATIE MEYER	REC CENTER	01/20/2016	85.00
COLORADO PRESERVATION	303-893-4260	DAWN BURGESS	CITY MANAGER	01/07/2016	253.00
COLORADO PRESERVATION	303-893-4260	SEAN MCCARTNEY	PLANNING	01/07/2016	213.00
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	01/11/2016	109.95
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	12/23/2015	247.09
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	01/13/2016	104.85
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	01/13/2016	109.90
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	01/13/2016	177.00
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	01/05/2016	7.98
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	01/05/2016	7.98
CONTAINERSTOREFLATIRON	BROOMFIELD	EMBER K BRIGNULL	PARKS	01/05/2016	18.28
COUNTERTERRORISM EDUCA	DENVER	KATIE BEASLEY	REC CENTER	01/12/2016	4.00
COUNTERTERRORISM EDUCA	DENVER	KATIE BEASLEY	REC CENTER	01/07/2016	68.00
COURTYARD BY MARRIOTT	LONG BEACH	CAROL HANSON	CITY CLERK	01/10/2016	136.86
COURTYARD BY MARRIOTT	LONG BEACH	CAROL HANSON	CITY CLERK	01/10/2016	886.00
CPS DISTRIBUTORS INC B	BOULDER	DAVID ALDERS	PARKS	12/29/2015	166.50
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	01/20/2016	15.00
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	01/20/2016	15.00
CRAIGSLIST.ORG	04153995200	PAULA KNAPEK	HUMAN RESOURCES	01/14/2016	35.00
CRAIGSLIST.ORG	04153995200	PAULA KNAPEK	HUMAN RESOURCES	01/14/2016	15.00
CRAIGSLIST.ORG	04153995200	PAULA KNAPEK	HUMAN RESOURCES	01/05/2016	15.00
DAILY CAMERA	BOULDER	DIANE M KREAGER	FINANCE	01/19/2016	1,417.96
DAILY CAMERA SUBSCRIPT	303-4443444	KATIE BEASLEY	REC CENTER	01/05/2016	157.30
DIAMOND WIPES	8885523737	JOANN MARQUES	REC CENTER	01/15/2016	75.00
DICK'S CLOTHING&SPORTI	BROOMFIELD	KATIE BEASLEY	REC CENTER	01/13/2016	179.90
DTV*DIRECTV SERVICE	800-347-3288	DAVID BARIL	GOLF COURSE	01/11/2016	130.97
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	01/15/2016	19.23
EARL'S SAW SHOP	BOULDER	KERRY KRAMER	PARKS	01/20/2016	68.94
FACEBOOK 6XEMH8NP72	650-6187714	DENISE WHITE	GOLF COURSE	12/31/2015	5.36
FASTENAL COMPANY01	LOUISVILLE	BRETT TUBBS	FACILITIES	01/13/2016	206.80
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/12/2016	69.16
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	01/12/2016	500.68
FASTENAL COMPANY01	LOUISVILLE	BRETT TUBBS	FACILITIES	01/12/2016	40.33
FASTENAL COMPANY01	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	01/11/2016	41.84
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	01/07/2016	49.01
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/06/2016	4.67
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	12/31/2015	44.95
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	12/31/2015	-97.36
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	12/30/2015	130.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	12/28/2015	97.36
FASTENAL COMPANY01	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	12/28/2015	97.00
FASTENAL COMPANY01	LOUISVILLE	FRANCIS H TRICKEL	WATER	12/22/2015	38.74
FEDEX 775354413350	MEMPHIS	MATTHEW BUSH	IT	01/19/2016	17.40
FEDEX 97345494	MEMPHIS	BRADY JONES	GOLF COURSE	12/22/2015	49.05
FEDEX 97805493	MEMPHIS	DIANE M KREAGER	FINANCE	01/15/2016	21.73
FERGUSON ENT #1166	303-245-0456	BRETT TUBBS	FACILITIES	01/19/2016	298.70
FERGUSON ENT #1166	303-245-0456	BRETT TUBBS	FACILITIES	01/06/2016	93.36
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	01/08/2016	549.10
FREDPRYOR CAREERTRACK	800-5563012	CATHERINE JEPSON	PARKS	01/14/2016	199.00
FRONTIER	DENVER	MIKE MILLER	POLICE	01/06/2016	831.96
FUN EXPRESS	800-228-0122	AMANDA PERERA	REC CENTER	01/12/2016	167.36
G EILERS SNAPON TOOLS	LAFAYETTE	RON CHOATE	OPERATIONS	01/15/2016	249.00
G EILERS SNAPON TOOLS	LAFAYETTE	RON CHOATE	OPERATIONS	01/08/2016	1,000.00
GAI*GAIAM.COM	800-816-1673	PEGGY JONES	REC CENTER	01/13/2016	-61.85
GCSAA EIFG 8004727878	08004727878	DAVID DEAN	GOLF COURSE	01/11/2016	375.00
GENERAL AIR SERVICE WA	BOULDER	DAVE NICHOLS	OPERATIONS	12/30/2015	90.59
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	01/15/2016	31.28
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	12/29/2015	62.00
GORDO SALES INC	801-544-4236	BRETT TUBBS	FACILITIES	01/08/2016	407.06
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	01/08/2016	380.00
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	01/07/2016	170.00
GRANITE & MARBLE DESIG	DENVER	DAVID SZABADOS	FACILITIES	01/15/2016	318.60
GREEN CO2 SYSTEMS	970-4820203	PAUL BORTH	REC CENTER	12/23/2015	577.39
H & H SIGN SUPPLY INC	866-4437140	DAVID DEAN	GOLF COURSE	01/20/2016	16.93
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	01/15/2016	73.19
HACH COMPANY	LOVELAND	ROBERT CARRA	WATER	01/11/2016	541.00
HAMILTON LINEN/UNIFORM	03032879616	DAVID BARIL	GOLF COURSE	01/11/2016	217.21
HARBOR FREIGHT TOOLS 1	WESTMINSTER	BRIAN GARDUNO	OPERATIONS	01/16/2016	27.96
HARRINGTON 08 DENVER	DENVER	GLEN SIEDENBURG	WATER	01/08/2016	37.79
HARRINGTON 08 DENVER	DENVER	FRANCIS H TRICKEL	WATER	01/06/2016	201.10
HARRINGTON 08 DENVER	DENVER	FRANCIS H TRICKEL	WATER	12/30/2015	79.97
HOBBY LOBBY #21	LOUISVILLE	KRISTEN BODINE	LIBRARY	01/12/2016	5.99
HOBBY LOBBY #21	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/11/2016	42.94
HOBBY LOBBY #21	LOUISVILLE	TERRELL PHILLIPS	WATER	01/07/2016	10.17
HOBBY LOBBY #21	LOUISVILLE	PHIL LIND	FACILITIES	01/05/2016	12.99
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	12/28/2015	45.48
ICC ONLINE TRAINING	253-639-1608	KENNETH SWANSON	BUILDING SAFETY	12/29/2015	79.00
ICSC	NEW YORK	AARON DEJONG	CITY MANAGER	01/04/2016	135.00
ICSC	NEW YORK	DAWN BURGESS	CITY MANAGER	01/04/2016	100.00
IN *CAD-1 INC	303-4272231	ALLAN GILL	PARKS	12/28/2015	995.00
IN *COURSE TRENDS	800-9940661	DAVID BARIL	GOLF COURSE	01/15/2016	199.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
INBOX FITNESS	02894471111	JESSE DEGRAW	REC CENTER	01/12/2016	92.93
INSTANT IMPRINTS	LOUISVILLE	BRETT TUBBS	FACILITIES	01/19/2016	109.06
INSTANT IMPRINTS	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	01/14/2016	14.00
INSTANT IMPRINTS	LOUISVILLE	DIANE M KREAGER	FINANCE	01/12/2016	2,093.18
INSTANT IMPRINTS	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/12/2016	116.15
INSTANT IMPRINTS	LOUISVILLE	PHIL LIND	FACILITIES	01/12/2016	127.45
INSTANT IMPRINTS	LOUISVILLE	FRANCIS H TRICKEL	WATER	01/11/2016	24.54
INSTANT IMPRINTS	LOUISVILLE	DENISE WHITE	GOLF COURSE	12/30/2015	745.63
INSTANT IMPRINTS	LOUISVILLE	KATIE BEASLEY	REC CENTER	12/23/2015	195.00
INSTANT IMPRINTS	LOUISVILLE	KATIE BEASLEY	REC CENTER	12/23/2015	68.00
INTERMOUNTAIN SAFETY S	GOLDEN	KATHLEEN D LORENZO	PARKS	01/13/2016	94.85
INTERMOUNTAIN SAFETY S	GOLDEN	FRANCIS H TRICKEL	WATER	12/30/2015	238.32
INTL SOC ARBORICULTURE	217-355-9411	CHRIS LICHTY	PARKS	01/07/2016	367.00
JAX RANCH & HOME	LAFAYETTE	PHIL LIND	FACILITIES	01/19/2016	-92.98
JAX RANCH & HOME	LAFAYETTE	JUSTIN ELKINS	WASTEWATER	01/11/2016	64.99
JAX RANCH & HOME	LAFAYETTE	PHIL LIND	FACILITIES	01/11/2016	212.97
JAX RANCH & HOME	LAFAYETTE	BRETT TUBBS	FACILITIES	01/11/2016	278.97
JAX RANCH & HOME	LAFAYETTE	MIKE THOMPSON	FACILITIES	01/11/2016	278.97
JAX RANCH & HOME	LAFAYETTE	HARLAN VITOFF	PARKS	01/11/2016	36.63
JAX RANCH & HOME	LAFAYETTE	JUSTIN ELKINS	WASTEWATER	01/11/2016	-70.50
JAX RANCH & HOME	LAFAYETTE	JUSTIN ELKINS	WASTEWATER	01/08/2016	70.50
JAX RANCH & HOME	LAFAYETTE	GLEN SIEDENBURG	WATER	01/06/2016	81.36
JCPENNEY 2876	03032801120	TERRELL PHILLIPS	WATER	12/23/2015	-149.99
JOHNSTONE SUPPLY OF DE	DENVER	BRETT TUBBS	FACILITIES	01/05/2016	16.42
KAISER LOCK & KEY	LOUISVILLE	MIKE THOMPSON	FACILITIES	12/22/2015	87.35
KING SOOPERS #0013	LOUISVILLE	KENNETH SWANSON	BUILDING SAFETY	01/20/2016	47.17
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/20/2016	18.45
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/18/2016	244.65
KING SOOPERS #0013	LOUISVILLE	KERRY HOLLE	PUBLIC WORKS	01/13/2016	192.85
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	01/12/2016	35.38
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	01/07/2016	23.63
KING SOOPERS #0013	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	01/06/2016	19.90
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/04/2016	184.65
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	01/14/2016	78.20
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	01/14/2016	8,309.85
LEXISNEXIS RISK DAT	08883328244	JEFFREY FISHER	POLICE	01/11/2016	181.35
LIBRARY JUICE ACADEMY	02182606115	REBECCA CAMPBELL	LIBRARY	12/31/2015	175.00
LONGS PEAK EQUIP CO	LONGMONT	BRADLEY AUSTIN	PARKS	01/19/2016	118.84
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	01/20/2016	24.98
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/20/2016	49.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/19/2016	12.98
LOWES #00220*	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/18/2016	-1.86

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	01/17/2016	75.19
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/16/2016	74.92
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/14/2016	36.94
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/14/2016	15.96
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	01/12/2016	12.48
LOWES #00220*	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/12/2016	5.36
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	01/12/2016	3.66
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/12/2016	28.00
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	01/11/2016	44.33
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	01/10/2016	10.95
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	01/09/2016	7.76
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	01/07/2016	37.40
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	01/07/2016	7.98
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/07/2016	59.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/07/2016	3.92
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/07/2016	42.39
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/07/2016	59.92
LOWES #00220*	LOUISVILLE	HUGO ROMERO	OPERATIONS	01/06/2016	28.84
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/05/2016	76.33
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	01/05/2016	45.92
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/04/2016	17.73
LOWES #00220*	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	01/04/2016	15.54
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/31/2015	-1.00
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/31/2015	59.00
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/30/2015	12.82
LOWES #00220*	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	12/30/2015	8.94
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	12/30/2015	16.96
LOWES #00220*	LOUISVILLE	JEFFREY ROBISON	OPERATIONS	12/30/2015	7.12
LOWES #00220*	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	12/30/2015	91.00
LOWES #00220*	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	12/30/2015	29.88
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	12/28/2015	19.98
LOWES #00220*	LOUISVILLE	MATTHEW E TRUJILLO	POLICE	12/28/2015	23.94
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/28/2015	27.52
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/28/2015	14.35
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	12/28/2015	35.96
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	12/28/2015	5.58
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	12/23/2015	34.97
LOWES #00220*	LOUISVILLE	BRAD MCKENDRY	IT	12/23/2015	54.88
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	12/22/2015	46.96
MACY'S EAST #354	WESTMINSTER	TERRELL PHILLIPS	WATER	12/23/2015	150.00
MCCANDLESS TRUCK CENTE	AURORA	MASON THOMPSON	OPERATIONS	01/12/2016	231.00
MCGUCKIN HARDWARE	BOULDER	BRETT TUBBS	FACILITIES	01/06/2016	51.97

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
MCGUCKIN HARDWARE	BOULDER	MIKE THOMPSON	FACILITIES	12/28/2015	8.99
MESA OIL INC	COMMERCE CITY	KRISTOPHER JAGGERS	GOLF COURSE	01/19/2016	75.00
MESSAGE MEDIA	MELBOURNE	MEREDYTH MUTH	CITY MANAGER	01/06/2016	900.00
MICHAELS STORES 2059	SUPERIOR	PATRICIA MORGAN	REC CENTER	01/02/2016	19.13
MIDLAND HARDWARE	8167651103	DAVID BARIL	GOLF COURSE	01/17/2016	38.98
NAPA AUTO PART 0026903	LOUISVILLE	HUGO ROMERO	OPERATIONS	01/12/2016	15.99
NAPA AUTO PART 0026903	LOUISVILLE	STEVE HITE	OPERATIONS	01/12/2016	12.26
NAPA AUTO PART 0026903	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/04/2016	4.29
NAPA AUTO PART 0026903	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	12/31/2015	17.62
NAPA AUTO PART 0026903	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	12/31/2015	19.76
NAPA AUTO PART 0026903	LOUISVILLE	LOGAN HAYMORE	POLICE	12/24/2015	5.94
NAPA AUTO PART 0026903	LOUISVILLE	MIKE THOMPSON	FACILITIES	12/23/2015	20.50
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	12/23/2015	526.32
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	12/23/2015	2,691.64
NATIONAL SHOOTING SPOR	NEWTOWN	MIKE MILLER	POLICE	01/07/2016	70.00
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	12/22/2015	20.60
NSC*NORTHERN SAFETY CO	800-631-1246	ROBERT ERICHSEN	PARKS	01/08/2016	379.07
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	12/30/2015	117.32
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	12/29/2015	20.42
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	01/13/2016	60.00
OFFICEMAX CT*IN#919078	877-969-6629	MONICA GARLAND	BUILDING SAFETY	01/15/2016	525.71
OFFICEMAX CT*IN#921753	877-969-6629	MONICA GARLAND	BUILDING SAFETY	01/15/2016	51.42
OFFICEMAX CT*IN#936058	877-969-6629	DIANE M KREAGER	FINANCE	01/18/2016	355.00
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	DAVID D HAYES	POLICE	01/19/2016	80.88
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	JEFFREY FISHER	POLICE	01/19/2016	199.98
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	EMBER K BRIGNULL	PARKS	01/13/2016	37.55
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	CATHERINE JEPSON	PARKS	01/05/2016	20.57
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	TERRELL PHILLIPS	WATER	01/04/2016	12.98
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	MATTHEW E TRUJILLO	POLICE	12/30/2015	49.96
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	ERICA BERZINS	POLICE	12/28/2015	-25.00
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	ERICA BERZINS	POLICE	12/28/2015	99.95
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	MIKE MILLER	POLICE	12/24/2015	76.86
OSU CROP AND SOIL SCIE	541-7372821	CATHERINE JEPSON	PARKS	12/29/2015	492.00
PACKAGING SUPPLIERS OF	3033750695	ERICA BERZINS	POLICE	01/19/2016	74.73
PARKER STORE LOUISVILL	303-762-6512	JEFFREY ROBISON	OPERATIONS	12/30/2015	66.57
PARKER STORE LOUISVILL	303-762-6512	KRISTOPHER JAGGERS	GOLF COURSE	12/28/2015	17.22
PARKER STORE LOUISVILL	303-762-6512	DAVID DEAN	GOLF COURSE	12/28/2015	34.05
PARKER STORE LOUISVILL	303-762-6512	DAVE NICHOLS	OPERATIONS	12/23/2015	23.22
PARKER STORE LOUISVILL	303-762-6512	DAVE NICHOLS	OPERATIONS	12/22/2015	98.50
PARKWAY CAFE	BOULDER	DAVID D HAYES	POLICE	12/28/2015	23.62
PARMA TRATTORIA MOZZAR	LOUISVILLE	DAWN BURGESS	CITY MANAGER	01/08/2016	166.00
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	01/04/2016	19.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	01/04/2016	164.55
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	01/05/2016	500.00
PAYPAL *NORCALWIREL	4029357733	DAVE HINZ	POLICE	01/11/2016	22.60
PETSMART INC 1015	SUPERIOR	GLEN SIEDENBURG	WATER	01/14/2016	29.97
PETSMART INC 1015	SUPERIOR	JUSTIN ELKINS	WASTEWATER	01/08/2016	33.42
PETSMART INC 1343	BROOMFIELD	ERIKA HOLTON	REC CENTER	12/24/2015	16.69
PING INC	06026875000	DAVID BARIL	GOLF COURSE	01/02/2016	1,500.00
POTESTIO BROTHERS EQMT	PARKER	KRISTOPHER JAGGERS	GOLF COURSE	01/05/2016	258.00
POTESTIO BROTHERS EQMT	PARKER	KRISTOPHER JAGGERS	GOLF COURSE	01/04/2016	453.13
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	01/13/2016	608.00
PREMIER TIRE TERMINAL	DENVER	ANGELA NORENE	OPERATIONS	12/29/2015	145.58
PREMIER TIRE TERMINAL	DENVER	ANGELA NORENE	OPERATIONS	12/29/2015	713.72
PREMIER TIRE TERMINAL	DENVER	ANGELA NORENE	OPERATIONS	12/29/2015	713.72
PRESTIGE FLAG	06194972220	DAVID DEAN	GOLF COURSE	01/06/2016	203.53
PRESTIGE FLAG	06194972220	DAVID DEAN	GOLF COURSE	01/06/2016	402.90
PUBLIC WORKS PARKING S	DENVER	AARON DEJONG	CITY MANAGER	01/19/2016	12.00
REDNECK TRAILER SUP 9	FREDERICK	MASON THOMPSON	OPERATIONS	01/05/2016	3.78
RENNER SPORTS SURFACES	03038253435	KATHLEEN D LORENZO	PARKS	01/18/2016	484.54
RMGCSA 00 OF 00	303-4334446	DAVID DEAN	GOLF COURSE	01/11/2016	165.00
RMGCSA 00 OF 00	303-4334446	DAVID DEAN	GOLF COURSE	01/06/2016	165.00
SAFE SYSTEMS, INC	03034441191	POLLY A BOYD	PARKS	01/04/2016	122.55
SEARS ROEBUCK 1831	THORNTON	BRIAN GARDUNO	OPERATIONS	01/18/2016	144.99
SGSPRINKLER	6512105226	DAVID DEAN	GOLF COURSE	01/20/2016	104.69
SHRED-IT DENVER	03032939170	JEFFREY FISHER	POLICE	01/14/2016	30.00
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	01/12/2016	102.60
SHRED-IT DENVER	03032939170	JEFFREY FISHER	POLICE	12/22/2015	30.00
SHRED-IT DENVER	03032939170	AMANDA PERERA	REC CENTER	12/21/2015	101.07
SIGNS NOW BOULDER INC	BOULDER	SEAN MCCARTNEY	PLANNING	01/12/2016	633.00
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	01/20/2016	36.08
SOURCE OFFICE PRODUCTS	GOLDEN	ANGELA NORENE	OPERATIONS	01/11/2016	-104.14
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	01/18/2016	58.01
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	01/18/2016	77.88
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	01/13/2016	146.31
SOURCE OFFICE PRODUCTS	303-9648100	JESSICA THORNBERRY	HUMAN RESOURCES	01/06/2016	16.03
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	12/31/2015	37.75
SOURCE OFFICE PRODUCTS	303-9648100	JESSE DEGRAW	REC CENTER	12/29/2015	84.24
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	12/28/2015	60.64
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	12/22/2015	16.32
SPEEDY SIGN WORKS INC	LAFAYETTE	HARLAN VITOFF	PARKS	01/11/2016	260.00
SQ *AQUATIC CHEMICA	AURORA	PAUL BORTH	REC CENTER	12/28/2015	506.00
SQ *AQUATIC CHEMICA	AURORA	PAUL BORTH	REC CENTER	12/23/2015	862.34
SQ *AQUATIC CHEMICA	AURORA	PAUL BORTH	REC CENTER	12/22/2015	932.50

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SQ *B.O.B.S. DINER	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	01/08/2016	75.63
SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	12/26/2015	64.54
STAPLS7146611474001001	877-8267755	KAREN FREITER	LIBRARY	12/24/2015	-32.29
STAPLS7146611474002001	COPPELL	KAREN FREITER	LIBRARY	12/29/2015	32.29
STAPLS7148327671000001	877-8267755	KAREN FREITER	LIBRARY	12/24/2015	103.74
STAPLS7148470447000001	877-8267755	KAREN FREITER	LIBRARY	12/30/2015	47.91
STAPLS7149141775000001	877-8267755	CAROL HANSON	CITY CLERK	01/12/2016	64.71
STAPLS7149529010000001	877-8267755	DIANE M KREAGER	FINANCE	01/16/2016	289.56
STAPLS7149529010000002	877-8267755	DIANE M KREAGER	FINANCE	01/16/2016	21.99
STERICYCLE	08667837422	POLLY A BOYD	PARKS	12/27/2015	367.74
SUPPLYWORKS CORP	08565333261	ROBERT ERICHSEN	PARKS	01/11/2016	549.20
SUPPLYWORKS CORP	08565333261	PATRICIA MORGAN	REC CENTER	01/06/2016	458.35
TANK EQUIPMENT, INC	THERESA@TANKE	GLEN SIEDENBURG	WATER	12/23/2015	695.78
TARGET 00017699	SUPERIOR	JUSTIN ELKINS	WASTEWATER	01/08/2016	15.49
TECHNICAL LEARNING CON	928-4680665	FRANCIS H TRICKEL	WATER	01/17/2016	249.95
THE BOOK CELLAR	LOUISVILLE	DAWN BURGESS	CITY MANAGER	01/13/2016	130.90
THE FLAMINGO HOTELS	08662094732	DAVE HINZ	POLICE	01/06/2016	297.92
THE FLAMINGO HOTELS	08662094732	DAVE HINZ	POLICE	01/06/2016	297.92
THE HOME DEPOT 1506	LOUISVILLE	GLEN SIEDENBURG	WATER	01/16/2016	19.76
THE HOME DEPOT 1506	LOUISVILLE	TERRELL PHILLIPS	WATER	01/15/2016	1.87
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	01/15/2016	150.33
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/14/2016	6.97
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	01/14/2016	11.99
THE HOME DEPOT 1506	LOUISVILLE	CHRIS LICHTY	PARKS	01/14/2016	4.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	01/13/2016	11.83
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	01/13/2016	78.11
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/12/2016	6.87
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	01/12/2016	5.48
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	01/12/2016	30.48
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	01/12/2016	7.26
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	01/11/2016	38.23
THE HOME DEPOT 1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	01/11/2016	39.97
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/11/2016	19.14
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	01/11/2016	9.37
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	01/11/2016	5.91
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/11/2016	16.00
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	01/11/2016	55.89
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	01/11/2016	5.72
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	01/08/2016	32.90
THE HOME DEPOT 1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	01/07/2016	68.77
THE HOME DEPOT 1506	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/07/2016	103.04
THE HOME DEPOT 1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	01/07/2016	8.94

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/06/2016	44.94
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	01/06/2016	59.36
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	01/06/2016	5.44
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	01/05/2016	3.88
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	01/05/2016	62.14
THE HOME DEPOT 1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	01/05/2016	3.48
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/05/2016	59.20
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/04/2016	10.88
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/04/2016	59.88
THE HOME DEPOT 1506	LOUISVILLE	PAUL BORTH	REC CENTER	01/04/2016	3.65
THE HOME DEPOT 1506	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/02/2016	5.74
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/31/2015	13.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/31/2015	-15.16
THE HOME DEPOT 1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	12/31/2015	68.50
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	12/30/2015	41.94
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	12/30/2015	30.73
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	12/30/2015	29.97
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	12/30/2015	55.56
THE HOME DEPOT 1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/30/2015	15.16
THE HOME DEPOT 1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	12/30/2015	73.74
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	12/29/2015	19.99
THE HOME DEPOT 1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	12/29/2015	87.43
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	12/28/2015	9.55
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/23/2015	22.73
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	12/23/2015	12.98
THE HOME DEPOT 1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	12/23/2015	4.90
THE HOME DEPOT 1506	LOUISVILLE	PAUL BORTH	REC CENTER	12/23/2015	10.35
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	12/22/2015	19.16
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	12/22/2015	1,688.00
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	12/22/2015	7.74
THE HOME DEPOT 1506	LOUISVILLE	BRAD MCKENDRY	IT	12/22/2015	17.97
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	12/22/2015	61.40
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	12/21/2015	5.18
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	12/21/2015	74.55
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	12/21/2015	4.97
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	12/21/2015	104.32
THE UPS STORE #5183	SUPERIOR	JUSTIN ELKINS	WASTEWATER	12/28/2015	18.30
THE WEBSTAUANT STORE	717-392-7472	DAVID SZABADOS	FACILITIES	01/07/2016	69.49
TIFCO INDUSTRIES INC	02815716000	BRETT TUBBS	FACILITIES	01/14/2016	492.68
TIFCO INDUSTRIES INC	02815716000	BRETT TUBBS	FACILITIES	12/30/2015	949.82
TUNDRA SPECIALTIES INC	03034404142	DAVID BARIL	GOLF COURSE	01/08/2016	43.04
TYLER USER CONFERENCE	800-800-2581	ROBIN BROOKHART	HUMAN RESOURCES	01/12/2016	800.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TYLER USER CONFERENCE	800-800-2581	LESLIE RINGER	HUMAN RESOURCES	01/12/2016	800.00
ULINE *SHIP SUPPLIES	800-295-5510	ERICA BERZINS	POLICE	01/21/2016	-12.00
ULINE *SHIP SUPPLIES	800-295-5510	ERICA BERZINS	POLICE	12/23/2015	26.53
USA BLUE BOOK	08004939876	JUSTIN ELKINS	WASTEWATER	01/15/2016	195.29
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	01/12/2016	454.00
USAFA EISENH GOLF SNK	USAF ACADEMY	ERIK J STEVENS	PARKS	01/06/2016	29.00
USPS 07567002330362917	LOUISVILLE	ERICA BERZINS	POLICE	01/14/2016	24.89
USPS 07567002330362917	LOUISVILLE	ERICA BERZINS	POLICE	12/24/2015	21.74
VALLEY CHRYSLER DODGE	BOULDER	RON CHOATE	OPERATIONS	01/07/2016	26.72
VIBRANTTECH	9526531700	BRAD MCKENDRY	IT	01/11/2016	63.75
VOC*ICONTACTEMAIL MKT	877-9683996	SUZANNE JANSSEN	CITY MANAGER	01/04/2016	15.20
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	01/15/2016	671.67
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	01/15/2016	101.34
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	01/04/2016	1,277.13
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	01/05/2016	20.00
WALGREENS #7006	LOUISVILLE	FRANCIS H TRICKEL	WATER	01/03/2016	37.35
WATERLOO ICEHOUSE	LOUISVILLE	JEFFREY FISHER	POLICE	12/28/2015	52.50
WEF WYTHE	800-6660206	TERRELL PHILLIPS	WATER	01/06/2016	206.00
WHITESIDES	LOVELAND	TYLER DURLAND	PARKS	01/13/2016	144.98
WHITESIDES	LOVELAND	MATT LOOMIS	PARKS	01/13/2016	119.99
WHITESIDES	LOVELAND	BRADLEY AUSTIN	PARKS	01/13/2016	119.99
WHITESIDES	LOVELAND	MICHAEL TOWERS	PARKS	01/13/2016	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	DAVE NICHOLS	OPERATIONS	01/19/2016	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	JEFFREY ROBISON	OPERATIONS	01/15/2016	139.99
WHITESIDES BOOTS & CLO	BRIGHTON	JEFFREY ROBISON	OPERATIONS	01/15/2016	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	MICHAEL CLEVELAND	OPERATIONS	01/15/2016	159.99
WHITESIDES BOOTS & CLO	BRIGHTON	RON CHOATE	OPERATIONS	01/14/2016	139.99
WHITESIDES BOOTS & CLO	BRIGHTON	MASON THOMPSON	OPERATIONS	01/14/2016	139.99
WHITESIDES BOOTS & CLO	BRIGHTON	ERIK SWIATEK	PARKS	01/13/2016	169.99
WHITESIDES BOOTS & CLO	BRIGHTON	BOB BERNHARDT	PARKS	01/13/2016	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	CATHERINE JEPSON	PARKS	01/13/2016	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	HUGO ROMERO	OPERATIONS	01/13/2016	150.00
WHITESIDES BOOTS & CLO	BRIGHTON	DAVID ALDERS	PARKS	01/12/2016	99.99
WHITESIDES BOOTS & CLO	BRIGHTON	DAVID ALDERS	PARKS	01/12/2016	109.99
WHITESIDES BOOTS & CLO	BRIGHTON	BRIAN GARDUNO	OPERATIONS	01/08/2016	429.97
WHITESIDES BOOTS & CLO	BRIGHTON	NATHAN LANPHERE	OPERATIONS	01/08/2016	259.98
WHITESIDES BOOTS & CLO	BRIGHTON	KERRY KRAMER	PARKS	01/05/2016	149.99
WHITTLESEA BLUE TAXI	LAS VEGAS	MIKE MILLER	POLICE	01/19/2016	29.27
WPY*EVERBUTTON	855-469-3729	CRAIG DUFFIN	PUBLIC WORKS	01/05/2016	225.00
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/15/2016	124.76
WW GRAINGER	877-2022594	JUSTIN ELKINS	WASTEWATER	01/07/2016	63.54
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/07/2016	227.82

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
WW GRAINGER	877-2022594	VICKIE ILKO	OPERATIONS	01/05/2016	259.69
WW GRAINGER	877-2022594	JUSTIN ELKINS	WASTEWATER	01/05/2016	144.60
WW GRAINGER	877-2022594	JUSTIN ELKINS	WASTEWATER	01/04/2016	20.22
WW GRAINGER	877-2022594	HARLAN VITOFF	PARKS	01/04/2016	737.43
WW GRAINGER	877-2022594	HARLAN VITOFF	PARKS	01/04/2016	38.14
WWW.DICKSSPORTNGGOODS.	877-846-9997	KURT KOWAR	PUBLIC WORKS	12/22/2015	238.60
<b>WWW.NEWEGG.COM</b>	800-390-1119	DAVID SZABADOS	FACILITIES	01/06/2016	29.99
WWW.NEWEGG.COM	800-390-1119	DAVID SZABADOS	FACILITIES	12/24/2015	562.73
XMIND.NET	415-349-7560	KURT KOWAR	PUBLIC WORKS	12/22/2015	108.30
YOURMEMBER-CAREERS	7274976573	RONDA ROMERO	HUMAN RESOURCES	01/05/2016	200.00
		CRAIG DUFFIN	PUBLIC WORKS	01/05/2016	-97.80
		ERIK SWIATEK	PARKS	01/13/2016	-169.99
		PEGGY JONES	REC CENTER	01/13/2016	26.47
<b>TOTAL</b>					<b>\$ 91,413.39</b>

***City Council***  
***Special Meeting Minutes***  
***City Council Retreat***  
**Tuesday, January 26 2016**  
**Library Meeting Room – 1<sup>st</sup> Floor**  
**951 Spruce Street**  
**4:00 PM**

**Call to Order** – Mayor Muckle called the meeting to order at 4:00 p.m.

The following members were present:

***City Council:***        ***Mayor Muckle, Mayor Pro Tem Jeff Lipton,  
City Council members Dennis Maloney, Chris Leh,  
Susan Loo, Ashley Stolzmann and Jay Keany***

***Staff Present:***     ***Malcolm Fleming, City Manager  
Heather Balsler, Deputy City Manager  
Kevin Watson, Finance Director  
Kurt Kowar, Public Works Director  
Joe Stevens, Parks & Recreation Director  
Aaron DeJong, Economic Development &  
Interim Planning & Building Safety Director  
Dave Hayes, Police Chief  
Beth Barrett, Library & Museum Director  
Chris Neves, IT Director  
Kathleen Hix, Human Resources Director  
Meredyth Muth, Public Relations Manager  
Nancy Varra, City Clerk***

***Others Present:***    ***Heather Bergman, Peak Facilitation Group***

**APPROVAL OF AGENDA**

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Council member Keany. All were in favor.

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City Manager Fleming introduced Heather Bergman of Peak Facilitation Group.

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Heather Bergman explained the program for the retreat covers five activities.

The first would provide an activity to allow Council members to get to know each other better. The second activity would explore Council members' perspectives on their group interactions and effectiveness in providing direction to staff. Next staff would briefly review the Programs, Goals, Sub-programs and Contributing Projects Council adopted for 2016. This would provide a context for the primary focus of the retreat, which is for Council to:

- Discuss the work items Council members individually proposed as work priorities for 2016
- Determine which of the work items are Council's highest priorities for 2016, and
- Allocate time and develop a schedule for Council to effectively address the highest priorities during Council's 2016 meeting schedule.

### **GETTING TO KNOW EACH OTHER**

Facilitator Bergman asked Council members a series of questions to allow them to get to know each other better. The questions included the following: What reality TV do you watch? Who makes their own stuff, such as crafts or woodworking, etc.? Who has performed in front of a live audience? Who has competed at a state or national level? Who has three or more siblings? Who grew up somewhere else? Who is a Colorado native? Who has traveled outside the US in the last 5 years? Who is wearing something selected by someone else? Who owns antiques? Who writes poetry or songs? Who ran for public office? Who does volunteer work?

The Mayor, City Council, City Manager and Deputy City Manager candidly responded to those questions.

### **HOW WE THINK WE ARE DOING**

Facilitator Bergman conducted a polling exercise to get a sense of how Council members think the group as a whole, are doing in terms of their interactions with each other and their ability to effectively provide direction to staff. Council members were asked to respond electronically after each question. After the polling, Facilitator Bergman asked Council members to discuss the results.

1. Overall, how well do you think City Council works together as a team?

Response:	Very well	42.86%
	Somewhat well	57.14%
	Okay	0.00%
	Not well at all	0.00%
	Very poorly	0.00%

2. How well do you think City Council members are able to disagree with one another while remaining respectful?

Response:	Very well	57.14%
	Somewhat well	42.86%
	Okay	0.00%
	Not well at all	0.00%
	Very poorly	0.00%

3. If you've ever been in the minority on a divided Council vote, how well did your colleagues honor your perspective and make you feel like you had been heard?

Response:	Very well	57.14%
	Somewhat well	14.29%
	Okay	28.57%
	Not well at all	0.00%
	Very poorly	0.00%

4. Do you think Council should invest future discussion time in working on improving the collaborative and respectful atmosphere among members?

Response:	Definitely	0.00%
	Possibly	14.29%
	Neutral	28.57%
	Not really	57.14%
	Definitely not	0.00%

5. Overall, how well do you think Council and staff work together as a team:

Response:	Very well	14.29%
	Somewhat well	42.86%
	Okay	28.57%
	Not well at all	0.00%
	Very poorly	14.29%

6. How well do you think Council strikes the balance between their policy setting and governance functions and getting into the details of implementation or project management?

Response:	Very well	0.00%
	Somewhat well	57.14%
	Okay	28.57%
	Not well at all	14.29%
	Very poorly	0.00%

7. There are also tradeoffs between quality, cost, and quantity. “If everything is important, nothing is” reflects one aspect of these tradeoffs. With this in mind, how well do you think Council sets priorities?

Response:	Very well	0.00%
	Somewhat well	57.14%
	Okay	42.86%
	Not well at all	0.00%
	Very poorly	0.00%

8. How well do you think staff does at meeting Council’s expectations?

Response:	Very well	14.29%
	Somewhat well	28.57%
	Okay	42.86%
	Not well at all	14.29%
	Very poorly	0.00%

Facilitator Bergman asked Council to comment on how well staff meets Council’s expectations.

#### COUNCIL COMMENT

Council members stressed the importance of reporting to their constituents; getting information in a timely manner; the challenge of when the public cannot reach the correct person/department and the lack of follow through on public information requests. Council felt they should develop a relationship with staff, but not at a public meeting. Council also felt they should not interfere with staff’s work regarding minor details.

9. How well do you think Council does at giving staff clear direction?

Response:	Very well	42.86%
	Somewhat well	14.29%
	Okay	14.29%
	Not well at all	14.29%
	Very poorly	14.29%

Facilitator Bergman asked Council to address the challenges in staff not understanding Council direction and how well is staff meeting Council’s expectation.

#### COUNCIL COMMENTS

Comments included Council’s frustrations of not knowing all the options or alternatives, which could have changed the outcome of their decisions. Other areas of confusion were also noted. Some issues are not clear cut and may involve policy decisions.

Council felt staff could do a better job of providing more information. Council expressed concern they were not communicating thoroughly and staff was not clarifying the direction. It was suggested staff provide a recap of Council's direction to insure they understand their direction. It was also suggested Council have more items discussed in study sessions.

After all the voting was complete and Council comments were made, Facilitator Bergman asked if Council was surprised by the results. Some Council members expressed surprise and some were not surprised at all by the wide-spread response. Other comments related to the clarity when giving staff direction.

SUMMARY: City Manager Fleming summarized the findings from the exercise. Staff should:

1. Recap after each item to ensure Council direction is clear
2. More clearly outline options and the implications of options so Council can set priorities
3. Better anticipate Council's need for more information to address constituent questions
4. Communication is an important aspect of follow through; communicate more so everyone can better understand how they may be affected by items of importance
5. Work as a team; make sure Council understands resources required (time, staff, funding) for effective follow through; Council expects staff to tell them when they are "getting into the weeds" of management rather than focusing on policy.

## PUBLIC COMMENT

Dan Mellish, 590 W. Willow Court, Louisville, CO, (Historical Commission member), addressed the current effort to erect a new building and refurbish the existing buildings on the Historical Museum campus. A new structure would address several needs including adequate storage for the City's historic collections of photos and artifacts. He noted the downtown business owners are supportive and feel it would enhance the downtown business area. He stated a \$227,000 line item was allocated in the 2017 CIP budget for the new building's design and repurposing of the four existing structures was reduced to \$20,000 to develop a marketing plan for the project. He asked if the priorities are met, and there is funding available, Council reconsider reinstating the funding for the building design in the CIP Budget.

## **BRIEF REVIEW OF ADOPTED 2016 PROGRAMS, GOALS, SUB-PROGRAMS AND CONTRIBUTING PROJECTS**

City Manager Fleming explained that last year Council spent significant time early in the year reviewing and finalizing the Programs, Goals and Sub-Programs and during the budget process reviewing the Contributing Projects for 2016. Council's review of the 2017-2018 Contributing Projects will happen after tonight's meeting during which

Council determines top priorities and the work plan to address those priorities. To facilitate that, the staff prepared a spreadsheet listing all the issues Council members submitted for consideration. Staff also prepared a second spreadsheet listing all the currently scheduled Regular Meetings and Study Sessions and a preliminary listing of the key Budget related meetings and some of the work items already scheduled for Council action. These spreadsheets could be used interactively during the retreat to both prioritize issues and allocate the amount of meeting time Council members want to spend on each issue and then schedule items on the calendar.

City Council was asked to discuss the work items, determine which were Council's highest priorities for 2016, allocate time and develop a schedule for Council to effectively address the highest priorities during Council's 2016 meeting schedule.

#### Programs

Transportation

Utilities

Public Safety & Justice

Parks

Open Space & Trails

Recreation

Cultural Services

Community Design

Economic Prosperity

Administrative & Support Services

#### COUNCIL COMMENTS

Council discussed modifying the priorities. It was noted many items were left off the list and some items were not funded, but still remained on the list. City Manager Fleming explained this will be a discussion item later on during the budget discussions.

#### **PUBLIC COMMENT**

Gordon Madonna, 733 Garfield Avenue, Louisville, Co addressed the condition of the City's streets and alleys in Old Town. He presented several photographs exhibiting the conditions of the streets and alleys. He estimated the streets have not been paved since the 1960's. He requested the Council consider budgeting for the reconstruction of the streets and alleys in Old Town.

John Leary, 1116 LaFarge Avenue, Louisville, CO addressed the issue of Council micro-managing previously discussed by Council. He explained 35 years ago, he and two others adopted the City's first ethics code. He stated information requests are not micro-managing and no one should be denied information. With respect to the fee schedule, he felt it had to be reviewed annually and if there is a biennial budget, it should be reviewed every two years in order to cover the City's costs and workload. He suggested Council go online and read about "but for" argument.

Michael Menaker, 1816 W. Choke Cherry Drive, Louisville, CO addressed the Louisville golf course and noted marketing is everything because the golf course is not self-supporting. He also addressed the Downtown Neighborhood Plan and noted there have been about 33 scrapes in Downtown the last five years and both the sellers and buyers are happy with their decisions. He noted Council already voted not to do a small area plan for Old Town. He addressed public participation and stated the public comment period for this meeting was already late and some public members don't have the time to wait for their opportunity to speak. With respect to the museum, he felt it should be discussed under the umbrella of the Historic Preservation Plan. He stressed the importance of approving the two current small area plans. He stated there is not a strategic plan for Economic Development and there is a desperate need for a daytime parking solution for downtown. He felt Sam's Club provides an opportunity for redevelopment.

**2016 WORKPLAN: PRIORITIZING WORK ITEMS  
 HOW MUCH TIME TO SPEND ON & SCHEDULE FOR PRIORITY WORKPLAN  
 PROPOSED COUNCIL WORK PRIORITIES IN 2016**

Facilitator Bergmann outlined the City Manager's proposed Work Plan and work priorities for 2016. She asked Council to review the list and discuss the order of priority and add other items to the list if they desired. The City Council reviewed and discussed the project list and summarized why they felt each issue was important. Council members then identified Council time in 2016 and assigned a City Council Regular Meeting (RM) or Study Session (SS) for a Council discussion and action.

Council members voted by dot placement on the list of priorities for 2016 and established the time allocation on each priority work item for Regular Meetings (RM), Study Sessions (SS) and Executive Session (ES). Note: Assuming two Study Sessions per month and two regular meetings per month, and assuming two hours per study session and three hours per regular meeting, there are 66 hours of regular meeting time and 44 hours of study session time, plus an additional 8 hours for longer meetings. This figure does not include any of the significant time council members spend outside of regular council meetings and study sessions. The city council work plan: issues, priorities, time allotment and schedule are as follows:

**2016 CITY COUNCIL WORK PLAN: ISSUES, PRIORITIES, TIME ALLOTMENT AND SCHEDULE**

<u>ISSUE</u>	<u>RM</u>	<u>SS</u>	<u>MONTH</u>
1. Street Maintenance & Repair	2	2	Mar-May/ES
2. McCaslin Urban Renewal Plan	6	0	Apr-May/Jul?
3. Recreation/Senior/Aquatic Center Expansion	4	2	Feb-Jul 1
4. Golf course financial/operation results	0	0	
5. Biennial Budget Process & Program Budget	16	8	Ongoing

6. SoBoRd & McCaslin Small Area Plans	9	4	April
7. Police Department Strategic Plan	0	0	
8. Economic Development Plan	0	0	
9. Employee Compensation & Benefits	0	2	Pre Budg/HR
10. Boards & Commissions Issues	2	12	Ongoing
10A. Parks & Public Landscaping Expectations	0	0	
10B. Golf Course Advisory Board Role	0	0	
10C. Business Retention & Development Role	0	0	
10D. 501c3 Issue	0	0	
10E. Absences, term limits, work plans & related issues	0	0	Before Nov
11. Sustainability Plan & Activities	1	4	Q1, Q2
12. Development Review & Cost Recovery	0	0	
13. Implementing the Museum Campus Master Plan	0	0	
14. Contingency process for managing unanticipated issues	26	18	
15. City Governmental Energy Use			
	-66	-52	
Total Unallocated Time	0	0	

### **REVIEW DECISIONS, DIRECTION & ACTION**

Facilitator Bergman asked Council members to recap and confirmed actions to promote effectiveness and agreed on priorities. There was Council confirmation.

There was also discussion about the City Council's summer schedule/summer break. City Manager Fleming stated staff will work on the schedule and bring it back for City Council consideration.

### **ADJOURNMENT**

The meeting was adjourned at 8:43 p.m.

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Robert P. Muckle, Mayor

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Nancy Varra, City Clerk

**City Council  
Meeting Minutes**

**February 2, 2016  
City Hall, Council Chambers  
749 Main Street  
7:00 PM**

**Call to Order** – Mayor Muckle called the meeting to order at 7:00 p.m.

**Roll Call** was taken and the following members were present:

**City Council:**        *Mayor Muckle, Mayor Pro Tem Jeff Lipton  
City Council members: Jay Keany, Susan Loo  
Ashley Stolzmann, Dennis Maloney and Chris Leh*

**Staff Present:**      *Malcolm Fleming, City Manager  
Aaron DeJong, Economic Development &  
Interim Planning & Building Safety Director  
Kurt Kowar, Public Works Director  
Sean McCartney, Principal Planner  
Nancy Varra, City Clerk*

**Others Present:**    *Sam Light, City Attorney*

**PLEDGE OF ALLEGIANCE**

All rose for the pledge of allegiance.

**APPROVAL OF AGENDA**

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Council member Stolzmann. All were in favor.

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Bridgette Calder-Ward, 300 S McKinley Court, Louisville, CO introduced herself and explained she is a member of the Louisville Youth Advisory Board Member and would be observing the City Council meeting.

Sherry Sommer, 910 S Palisade Court, Louisville, CO voiced her appreciation to the Council for listening to public comments, which requires speakers to state their address.

She stressed the importance of public email comments that also include addresses to verify they are Louisville residents.

### **APPROVAL OF THE CONSENT AGENDA**

Mayor Muckle called for changes to the consent agenda and hearing none, moved to approve the consent agenda, seconded by Mayor Pro Tem Lipton. All were in favor.

- A. *Approval of the Bills***
- B. *Approval of Minutes; January 19, 2016***
- C. *Approval of 2016 Annual Fuel Purchase***

### **COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA**

Mayor Muckle thanked the City's crew who worked all night plowing the City streets. He thanked the Public Works crew.

### **CITY MANAGER'S REPORT**

City Manager Fleming thanked, addition to the Public Works crew, the Parks and Recreation crews who cleared the public parking lots and sidewalks surrounding all the City facilities. He also thanked the Council for their good work at the City Council Retreat last week. He felt the retreat was very productive and helped staff to prepare a tentative schedule for priority issues, which will begin at next weeks' study session.

### **REGULAR BUSINESS**

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#### **1125 PINE STREET MINOR REPLAT**

- 1. ORDINANCE No. 1711, SERIES 2016 – AN ORDINANCE APPROVING A REZONING OF A PARCEL OF LAND LOCATED AT 1125 PINE STREET FROM CITY OF LOUISVILLE COMMERCIAL COMMUNITY (CC) TO MIXED-USE RESIDENTIAL (MU-R) AND RESIDENTIAL MEDIUM DENSITY (R-M) AND AMENDING THE BOUNDARIES OF THE OLD TOWN OVERLAY DISTRICT IN CONNECTION THEREWITH – 2<sup>ND</sup> READING – PUBLIC HEARING**
- 2. RESOLUTION No. 2, SERIES 2016 – A RESOLUTION APPROVING A REPLAT TO COMBINE THREE PARCELS AND SUBDIVIDE THE PROPERTY INTO TWO SEPARATE LOTS AT 1125 PINE STREET**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1711, Series 2016 and Resolution No. 2, Series 2016. Staff will combine both agenda items in one presentation.

Mayor Muckle re-opened the public hearing and requested a staff presentation.

Principal Planner McCartney explained this matter was continued from the January 19<sup>th</sup> City Council meeting. At that meeting, Council directed staff to explore the following two alternative platting concepts for 1125 Pine Street with the applicant:

1. Adjust the lot line between the proposed Lot 1 and Lot 2 approximately 12 feet to the north so the maximum depth of the “buildable” portions of Lot 2 is only 2.5 times the width.
2. Evaluate the requested plat with a Public Land Dedication (PLD) rather than a payment-in-lieu. The dedicated land would be maintained by the City of Louisville and possibly used for the preservation of the adjacent miners’ cabins.

#### COUNCIL COMMENTS

Council member Loo requested the City Attorney’s opinion on whether a discussion on private property and public land dedication and the issue of the Miner’s cabins is appropriate. City Attorney Light explained the public land dedication requirement applies to the City’s subdivision requirements. The miner’s cabins are mentioned as a potential purpose for public land dedication. Although the cabins are off-site, it would not preclude the City Council from discussing payment in-lieu or public land dedication. However, the burden cannot be put on the applicant to secure the miner’s cabins.

Principal Planner McCartney explained adjusting the property lines to the north 12 feet will comply with the City’s Design Standards for lot length. Lot Line Adjustment for Lot 1 is 5,276 SF and for Lot 2 it is 9,929 SF. The lot line would be shifted north by approximately 12 feet.

Public Land Dedication: The peculiar layout of the property is compromised by several utility easements rendering approximately 3,230 SF of the parcel in the northwestern portion of the property, with the exception of flatwork, unbuildable. Section 16.16.060.B.3 states if encumbered land is not counted as part of the public land dedication it cannot be developed.

Applicant’s Request: The Applicant requested Lot 1 – 7,586 SF and Lot 2 – 7,623 SF (2 units) and shifting the lot line north by 58 feet. This would preclude development, but a parking lot would be allowed. They also continue to request a payment in-lieu of public land dedication.

#### COUNCIL COMMENT

Council member Maloney stated Lot 2 would allow two units. He asked if Lot 1 would

also allow two units. Principal Planner McCartney explained Lot 1 follows the M-UR standards (mixed-use residential) and would allow a mix of commercial and residential. The mixed-use guidelines provide a minimum density level of 12 units per acre and a maximum of 20 units per acre. The maximum for Lot 1 would be 4 units.

Council member Keany addressed Section 16.16.060.B.3, which stipulates the land to be free of encumbrances and asked if it was a requirement or whether Council could waive the provision in view of public land dedication. City Attorney Light explained there will be encumbrances on most land, but the City Council can accept encumbered land as part of the public land dedication, which Council may or may not accept.

Council member Keany addressed the exhibit map and asked if the areas in blue, red and green are all encumbered or would they be buildable. Principal Planner McCartney stated those areas are all encumbered by easements and it is the City's policy to not allow any construction within encumbered area unless the easement holder allows it.

Council member Keany asked who owns the easement for drainage. Principal Planner McCartney stated the City owns the easement.

Council member Keany stated if the City hypothetically acquires the Miner's cabin, they could move the cabins into the drainage area. Principal Planner McCartney voiced his belief the City could. City Attorney Light addressed the City's drainage easement and noted the City replaced the drainage pipe as part of the Drainage Improvement Plan. The project is funded, in part by Urban Drainage and the Flood Control District, who may take a different position. He agreed the City has the right as the easement owner, to allow the cabins to be relocated.

Mayor Pro Tem Lipton noted the payment in-lieu has been calculated on a 2014 appraisal and felt it should reflect a current appraisal. He asked for the requirements. City Attorney Light explained the Louisville Municipal Code only references an appraisal at the expense of the applicant. It does not provide any indication of a current appraisal. The language of the ordinance stipulates the appraisal is on the land to be subdivided. He noted the language "to be subdivided" is different from "subdivided". He explained the appraisal is usually addressed in the subdivision agreement.

City Manager Fleming noted a more recent appraisal of the property was slightly less than the 2014 appraisal. He stated based on the information available, it could be negotiated with the property owner or a new appraisal could be requested.

Council member Loo addressed a detailed color coded drawing of the easement denoting the easements belonging to the City and Urban Drainage and Flood Control District and Xcel Energy's electric easement. She inquired about the overlapping easements. City Attorney Light explained the City's storm pipe for the drainage is a proscriptive right, but noted the overall improvement to the area will deal with overlapping easements.

Council member Loo stated on the owner's proposal, the square footage on the lot is increased by four square feet. She stated Council should have a clear understanding of what the actual square footage is.

Council member Loo addressed Lots 1 and 2 and asked how many units could be built on each lot. Principal Planner McCartney explained the applicant is asked to use the constraints of the property to determine what can be built. It would depend on the MUDDSG for density, parking requirements and other uses (residential, commercial and office).

Council member Loo addressed the three scenarios of the two lots, and asked which would have the most density and which the least density. Principal Planner McCartney stated in looking at the original proposal, with no lot line adjustments, Lot 2 could have three units in the RM Zone District and Lot 1 could have 2 residential units in the M-UR Zone District. He noted without seeing any design, it would be difficult to determine the number of permitted units. The M-UR Zone District allows a higher density than the RM Zone District.

#### PUBLIC COMMENT

Debby Fahey, 1118 W Enclave Circle, Louisville, CO stated this has been the most complicated proposal she has seen in a long time. She felt the applicant is asking for many adjustments, but not giving the City much in return. She felt putting the miner's cabins on encumbered land would put them at risk. She urged Council to oppose this proposal.

Samuel Duran, 1109 Pine Street, Louisville, CO stated in the 1980's an individual purchased the railroad spur and asked if it was the current property owner. He voiced his concern that the Duran and Chavez properties will be impacted. He stated the survey lines run parallel to his property and noted there have been several surveys, which were incorrect. He noted there is a gap between his property and the proposed development. He was interested in seeing drawings of what the applicant intends to build on the property and their intentions for the house on 1125 Pine Street. He voiced concern his property would be impacted.

Arn Rasker, 4782 Valhalla Drive, Boulder, CO, representing the applicant, explained the northern area of the property has always been a part of the parcel. All three lots were purchased contiguously, at the same time and with a single zoning. The motivation to apply for rezoning and subdivision was to adhere to the City's mandated overlay of the property. The owner does not know what he will do with the property until it is

subdivided and rezoned. He addressed the encumbrances and noted the Xcel easement is for gas and electric and the City's is for sewer and water lines and drainage improvements. They were told they could not build within the easements and stated the

cabins could not be relocated there because they would be incapable. He agreed the property has been surveyed several times and noted adjustments have been made accordingly. The Planning Division had not found any problem with the proposed development. He addressed the 8' strip of property and stated it belongs to the City of Louisville. He noted if the City wanted to put a walkway through there they could do so.

## COUNCIL QUESTIONS

Council member Loo asked for confirmation that the 8' strip of land belongs to the City. City Attorney Light explained the assessor's office indicates this strip of land belongs to the City. If Council wanted 100% certainty, a title search would have to be done.

## COUNCIL QUESTIONS/APPLICANT'S RESPONSE

Mr. Rasker, addressed the question relative to the length of ownership and noted the two brothers, Pat and Mike Dee, have owned the property for at least 15 years. He explained Pat is now a Pastor in Pennsylvania and the property assets have been split.

Council member Loo asked Mr. Rasker about the history of the property. Mr. Rasker explained between five and seven years ago, the City of Louisville wanted to put the road through the property to connect to Lee Avenue. The City offered to buy the property but never concluded the sale of the property. It was his understanding there was citizen opposition to the project. The owner requested the City either purchase the property or change the easement so he could develop the property.

Council member Keany inquired about changing the access to the Chavez property. Mr. Rasker stated they do not propose to change any access. He explained the Chavez family sold a portion of their property to Mr. Duran. He was not aware of whether the Chavez family kept an easement between the two properties. He questioned why the Dee property would be required to provide access to the Chavez property, when they never had it before.

## PUBLIC COMMENT

Jean Morgan, 1131 Spruce Street, Louisville, CO stated her understanding this proposal is for a triplex and now it is a duplex. City Attorney Light stated this proposal is for a subdivision and not a site plan for density. The density is driven by what the zoning will allow and a PUD is not required. Principal Planner McCartney confirmed a PUD is not required for RM residential zoning, but would be required for the M-UR zoning.

Ms. Morgan asked for confirmation that Lot 2 would be for a duplex. Principal Planner McCartney explained it would depend on the direction of the lot lines. The original request would allow for 3 units on Lot 2. If the lot lines are adjusted it would only allow for 2 units on Lot 2.

Ms. Morgan requested the division be made to accommodate the zoning on Spruce Street to only allow a duplex. She felt this would be compliant with the existing homes and would provide ample parking. She requested the Council accept the 15% land dedication instead of the cash in-lieu dedication. She explained the Highway 42 plan proposed mews at the east end of Spruce and Highway 42 and suggested those mews be moved further to the west to accommodate a miner's cabin park area. She explained the owner of the miner's cabins would like to see the historic miner's cabins preserved and encouraged Council to provide a park area for the miner's cabins. She opposed the consideration Council is giving to applicants who are east coast residents. She supported a duplex on Lot 2, and 15% public land dedication.

Steve Poppitz, 1036 Walnut Street, Louisville, CO addressed the maps' blue area and noted the 1906 Neighborhood Plat shows this area as Spruce Street. He questioned how the title was ever transferred to anyone because it is title for the common good. The public realm has two roles: 1) The dwelling place for our civilization and civic life and 2) the physical manifestation of the common good. When the common good is degraded, the quality of life of civilization is degraded. He felt the City should be cautious and if building permits are requested, there should be land dedicated to the City. He did not believe Mrs. Chavez will have access to her property. He cautioned Council to allow the developer to use the land to calculate and determine density. He felt this area Spruce Street, is already public land.

Sherry Sommer, 910 Palisade Court, Louisville, CO referred to the request to amend the boundaries of the Old Town Overlay District and asked if some sort of precedence is being set and what are the implications.

Mr. Rasker did not believe this parcel was ever owned by the City. It was at one time, owned by the railroad, as a railroad spur that was never populated with railroad tracks. The properties to the east also include the railroad spur.

## COUNCIL COMMENTS

Council member Stolzmann voiced her appreciation to the public speakers and agreed it is a complicated issue. She voiced her appreciation to the applicant and confirmed the Highway 42 Plan asked the owner to rezone the property. She explained the City is trying to make the lot lines conform to the Code and the Framework Plan. She proposed the Council discuss the specific issues, such as payment in-lieu and lot lines.

Council member Loo felt this is a unique piece of property and having listened to the discussion, she did not feel it was a difficult decision because it is private property. She felt a citizen has a reasonable expectation that government will make a decision to allow the owner to use the property for their own purposes within the constraints of the law.

She stated three proposals were presented and she felt the owner's proposal was reasonable. She did not believe the City should take a small piece of the property to

maintain. She stated If the Council plans to refer this to the Historic Preservation Commission (HPC), it should also be referred to the Parks and Public Land Advisory Board. She felt a decision should be made tonight and the best decision would be to go with the owners' proposal and not require public land dedication.

Council member Maloney agreed the rights of the private property owner must be respected. He applauded Council member Stolzmann's recommended changes. He supported the applicant's proposal because it respects property owners' rights and reflects the property owners' respect for the City's processes and rules.

Mayor Muckle stated Council's goal to grant the rights of the property owners. He felt the question before Council is where the lot lines are drawn. He supported the preservation of the miner's cabins for a potential historic park, or moving the cabins to another location. He supported the larger lot lines and the public land dedication.

Mayor Pro Tem Lipton supported adjusting the lot lines and the fee in-lieu. He disagreed with acquiring a very small piece of land without a funding plan. He felt the fee in-lieu should be based on a current appraisal and was concerned the appraisal was based on the uses allowed. He felt this should be reviewed by the legal committee.

Council member Keany supported the lot line presented by the applicant. He felt the public land dedication may be beneficial in the future, but may prove to be problematic.

Council member Leh voiced his appreciation of the discussion. He supported a fee in-lieu of land dedication.

## PUBLIC COMMENT

Mr. Rasker addressed Lot 2 and explained the owner is trying to render a buildable lot and if there is a public land dedication, this lot would not be buildable.

Jean Morgan, 1131 Spruce Street, Louisville, CO supported two units on Lot 2. She implored Council to accept a 15% public land dedication. She felt Mr. Dee could have first option to purchase the cabins. She asked Council to consider the neighborhood and the people who live there. She stated none of her neighbors would complain about the maintenance of the land.

Steve Poppitz, 1036 Walnut Street, Louisville, CO stated the cross-hatched area is part of the railroad spur, and in the present right-of-way. He stated Mrs. Chavez would be landlocked. He stated she has an easement by necessity and cannot be denied public access. Mr. Rasker explained the cross-hatched section will be dedicated to the City. This was offered to the City from the very beginning of the process.

Mayor Pro Tem Lipton asked whether the public land dedication would render Lot 2 unbuildable. Principal Planner McCartney stated it would depend on the placement of the lot line. If the public land dedication option was chosen, he recommended the

Council either choose the original lot line or the 12' adjusted lot line to comply with the RM Zone District.

Council member Keany voiced concern over the lot line discussion without the property owners' authorization. He suggested continuing this matter to allow the property owner to decide where the lot line is drawn. He did not believe the Council should be drawing lot lines during a public meeting. He took issue with a citizens' comment the owner is east coast resident. He noted the owners are long-term Colorado natives and one of the brothers took a job opportunity on the east coast.

Council member Loo stated she was uncomfortable with the discussion of providing access through private property for private property owners. She voiced her belief this discussion should take place between private property owners and not a public agency.

Council member Keany stated his concern over public access, should the City take possession of the property as a public land dedication, it would become problematic in the future.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

**MOTION:** Mayor Muckle moved the Council accept the public land dedication opposed to the fee in-lieu, seconded by Council member Keany.

**COUNCIL DISCUSSION:** Council member Stolzmann stated she was comfortable with either the public land dedication or the fee in-lieu, but felt if the land is accepted for public land dedication, it should not be encumbered land to keep with the spirit of the City's code. She did not feel a new property appraisal would be necessary.

Mayor Pro Tem Lipton stated he would not vote in favor of the motion. He did not see how the public would be served and felt a public land dedication would create a maintenance issue. He noted the property is not a priority for acquisition. He supported the fee in-lieu, but contingent upon a new appraisal.

Mayor Muckle clarified there was previous discussion about using this land as a park for the historic miner's cabins.

**VOTE:** The motion failed by a vote of 5-2. Mayor Muckle and Council member Stolzmann voted yes.

#### **COUNCIL COMMENTS**

Mayor Muckle supported getting a current appraisal on the property.

Council member Keany addressed the comment made relative to the amendment to the Old Town Overlay Boundaries not meeting the City's requirements. He inquired

whether the change in lot line would resolve this issue. Principal Planner McCartney confirmed it would and explained the amendment to the Old Town Overlay must be consistent with the Miner's Field area; otherwise it would fall into the standard RM Zone District, which has different requirements.

Council member Loo addressed the issue of requiring a new appraisal and asked who would pay for it. City Attorney Light stated the Louisville Municipal Code requires an appraisal for the purpose of cash in-lieu is to be paid by the subdivider.

Mayor Pro Tem Lipton asked if the payment in-lieu was included in the ordinance or the resolution. City Attorney Light recommended adding a second condition to the resolution. The condition would be as follows:

2) The public land dedication requirement of section 16.16.060.B shall be satisfied by payment of cash in lieu at the time of and as a condition of recording of the plat. The applicant shall provide a current appraisal to establish the value used to determine the in-lieu payment amount.

**ORDINANCE No. 1711, SERIES 2016**

MOTION: Mayor Pro Tem Lipton moved to approve Ordinance No. 171121 Series 2016, as amended, seconded by Council member Maloney. City Attorney Light requested the City Council vote on the resolution first. City Mayor Pro Tem Lipton withdrew his motion.

**RESOLUTION No. 2, SERIES 2016**

MOTION: Mayor Pro Tem Lipton moved to approve Resolution No. 2, Series 2016, with the following condition: 1. The public land dedication requirement of section 16.16.060.B shall be satisfied by payment of cash in lieu at the time of and as a condition of recording of the plat. The applicant shall provide a current appraisal to establish the value used to determine the in-lieu payment amount, seconded by Council member Maloney. All were in favor.

**ORDINANCE No. 1711, SERIES 2016**

MOTION: Mayor Pro-Tem Lipton moved to approve Ordinance No. 1711, Series 2016, subject to the condition that Exhibit B be revised based on Lot 1, which is being rezoned MU-R, having dimensions of 50.37 feet wide and 151.11 feet long, and the dimensions of Lot 2, which is being rezoned R-M, being adjusted accordingly based on these dimensions for Lot 1. The motion was seconded by Council member Keany. Roll call vote was taken. The motion carried by a vote of 7-0.

**ORDINANCE No. 1715, SERIES 2016 – AN ORDINANCE AMENDING SECTION 17.64.050 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE MINIMUM**

**REVIEW SCHEDULE FOR REVIEW AND UPDATING OF THE CITYWIDE  
COMPREHENSIVE PLAN – 2<sup>ND</sup> READING – PUBLIC HEARING**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1715, Series 2016.

Mayor Muckle opened the public hearing and requested a staff presentation.

Economic Development and Planning and Building Safety Director DeJong explained the request is for an extension of the minimum review schedule for the City's Comprehensive Plan from four years to ten years. The Planning Commission unanimously voted to recommend the City Council approve Ordinance No. 1715, Series 2016. Staff recommended City Council approve Ordinance No. 1715, Series 2016 on second and final reading.

**PUBLIC COMMENT**

Sherry Sommer, 910 S. Palisade Court, Louisville, CO supported a shorter time line to review the Comprehensive Plan because of all the development happening in the City. Economic Development and Interim Planning and Building Safety Director DeJong stated it is a minimum requirement to review the Comprehensive Plan. It can be done quicker if the Council so desires.

**COUNCIL COMMENT**

Council member Keany understood the public concern, but noted the Comprehensive Plan development takes a very long time. He voiced his support for the ordinance.

Council member Stolzmann looked at what other communities do relative to updating their Comprehensive Plan and the average review is about every five years. She noted most communities do not have the requirement in their Municipal Code but rather as a desk procedure. She proposed keeping the 4 years in the ordinance and adding the phrase "from the completion of the previous Comprehensive Planning process, including any necessary supporting or clarifying documents such as small area planning".

Council member Loo stated she had been through three Comprehensive Plan processes; the first in 2003; the second in 2009, and the last in 2013. In 2003, the Comprehensive Plan had not been reviewed in 19 years. She supported the ordinance as proposed because it provides a solution to the problem.

Council member Leh felt the City is experiencing a certain sort of weariness over the Comprehensive Planning process. He supported a review of the Comprehensive

Plan as often as necessary. He commented on Council member Stolzmann's suggestions and expressed his concern over the unintended consequences of incentives to keep the process rolling. He stressed there should be a conclusion on the Comprehensive planning processes. He supported the ten year period.

Mayor Pro Tem Lipton recognized the effort which goes into the Comprehensive Plan, and wondered if it could be reworded to cite the completion of the Comprehensive Plan Update must be done every ten years. He recalled a DRCOG requirement for all public entities to complete their Comprehensive Plan every ten years. He noted the Comprehensive Plan is updated frequently with the small area plans.

Council member Maloney supported the ordinance as written. He did not support adding language to the ordinance to make it too proscriptive.

Mayor Muckle stated his understanding for the public concern over the changes and the new developments coming into the City. He noted the 10-year period is two and a half Council cycles. He preferred Mayor Pro Tem Lipton's suggestion.

Council member Leh stated the Comprehensive Plan is a resource allocation and an enormous workload for staff. The City has a lot of work slated over the next eight years. He noted the Planning Department is understaffed and needs to concentrate on the workload at hand. He also felt it would be a good use of taxpayers' money not to review the Comprehensive Plan more than every ten years.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

MOTION: Mayor Muckle moved to approve Ordinance No. 1715, Series 2016, with the amendment to Section 1 "Review and updating of the Comprehensive Plan shall be completed every ten years". The motion was seconded by Mayor Pro Tem Lipton. Roll call vote was taken. The motion carried by a vote of 7-0.

## **SOUTH STREET GATEWAY AND RELATED PROJECTS UPDATE**

Mayor Muckle requested a staff presentation.

Public Works Director Kowar provided an overview of significant projects within the Core Area Redevelopment and Downtown.

### **Projects:**

1. Flood Plain Phase II
2. Flood Plain Phase I
3. South Street Plaza
4. BNSF Bridge
5. Parking
6. Booster Paving
7. South Street Reconstruction

8. Highway 42/Short Signal
9. 2016 Waterline
10. 2017 Waterline
11. 2016 Sewer
12. 2017 Sewer

The Flood Plain projects are in partnership with the Urban Drainage Flood Plain District, City of Lafayette and coordination with Boulder County Open Space. West of the railroad tracks there will be a lot of work on Front and Spruce Street. The completion date for the work is targeted in May, just in time for the downtown activities. Two public meetings were held to discuss the project and make them aware of the impacts on their neighborhoods. They have also done door-to-door notifications and continue to have conversations with neighbors. The regional drainage work on the east side of the tracks will continue until August. This work will be done in coordination with the new Waste Water Treatment Plant.

The City is coordinating with Burlington Northern Santa Fe Railroad (BNSF) for the South Street Bridge. Once the bridge is in place, the City will landscape the area and create the South Street Plaza. BNSF is currently reviewing bids for that project. Their process will probably be a three week process. The City's portion for the Plaza will be wrapped up in April. Parking on the south side of the railroad tracks will be coordinated with the DELO development.

The Booster Paving project is along LaFarge and Jefferson Avenue. The South Street Reconstruction project is in coordination with the DELO and TEBO developments. This parking project will tie into the Highway 42 Plan. The Highway 42 Corridor Plan was focused on safety.

At Short Street and Highway 42 there was a concept of a traffic signal. There is \$500,000 of CDOT funds for this project, but it is dependent upon traffic warrants to justify a traffic signal. The City requested the funding be used for geometrics for sidewalks and medians and the project is eligible for funding. With additional Boulder County funding there is approximately \$1 Million in outside funds for this project. The City is still negotiating with CDOT for the improvements.

On the eastside of the railroad track, there will be a lot of coordination with the waterline and sewer lines in 2016, 2017 and 2018. Other projects include the County Road Bridge construction.

#### COUNCIL COMMENTS

Mayor Muckle inquired about staff's interactions with the businesses along Front Street relating to the City's drainage project. Public Works Director Kowar stated they have

conducted public meetings and knocked on doors. Some of the business owners were fine with the changes, others expressed concern. Staff will continue to keep the business owners apprised of the coming events.

Council member Stolzmann thanked the Public Works Director for the Highway 42 and Short traffic signal update. She voiced her preference for the City staff to work with CDOT as a team and if they have a better way to construct the intersection, staff should consider their feedback.

Mayor Pro Tem Lipton addressed the South Street Gateway Project and his understanding the project went up another million dollars. Public Works Director Kowar confirmed the project increased \$900,000. \$400,000 of the increase will be offset by the booster project. The railroad project is approximately \$200,000 over the railroad portion of work and \$300,000 is for the increase on line items and for engineers' estimates.

Mayor Pro Tem Lipton inquired whether the Urban Renewal Authority could be asked to increase their contribution to the project. Mayor Muckle stated the agreement with the Louisville Revitalization Commission (LRC) is for them to pay half. He will meet with them next week and he will raise the subject.

Mayor Pro Tem Lipton inquired if there was any value engineering opportunities the City is not pursuing. Public Works Director Kowar stated value engineering could be explored at the level of finish.

Mayor Pro Tem Lipton stated functionality is the most important aspect of the project and encouraged staff to look at value engineering.

Council member Loo addressed Louisville's partnership with the LRC and felt it is appropriate to ask for more money, but stated her understanding the LRC did not have a lot of funds. She felt if value engineering was considered, it should be reviewed and signed off by various groups. She did not want there to be any disappointment.

Public Works Director Kowar stated staff supports value engineering, but it could affect the April timeline.

Mayor Pro Tem Lipton stated it was not his intent to direct staff to look into value engineering. He was just simply suggesting staff may want to look for value engineering opportunities. Public Works Director Kowar stated they would check into value engineering.

**AWARD BID FOR THE 2016 ASPHALT RESURFACING AND  
RECONSTRUCTION PROJECT, 2016 CHIP SEAL PROJECT AND  
2016 CONCRETE REPLACEMENT PROJECT**

Mayor Muckle requested a staff presentation.

Public Works Director Kowar recommended the City Council approve the following three contracts for the 2016 Asphalt resurfacing and Reconstruction Project, 2016 Chip Seal Project and the 2016 Concrete Replacement Project:

1. Aggregate Industries (Paving) - \$551,992
  - McCaslin Blvd. - US 36 to Dillon (Near DDI)
  - Jefferson Ave. – Lafayette Street to Short Street
  - Lafarge Ave. – South Street to Lafayette Street
  - Miscellaneous Large Area Patching
  
2. APC Construction Company (Hot Chip Paving) - \$2,015,492
  - McCaslin Blvd. – Via Appia to South Boulder Road
  - W. Cherry St. – McCaslin to Pedestrian Crossing
  - W. Cherry St. – Coal Creek Lane to Hoover Avenue
  - S. 88th St. – Dillon Road to Tape Drive
  
3. Concrete Works (Concrete) – \$683,794
  - Street Improvement Concrete
  - Front Street Pass Through Concrete
  - Miscellaneous Concrete Citywide for Trails and Sidewalks

Public Works Director Kowar reviewed the 2015 IMS Pavement Survey Considerations: The City hired IMS to perform a digital condition survey of the streets in late 2015. This digital survey is intended to update the City’s previous data based on staff’s subjective sampling survey information, which was in some cases 3-5 years old. This information is a preliminary summary of results that are still being reviewed by staff. After additional information is received from IMS, staff will provide a more detailed review and discussion of the results on February 23. Staff provided the preliminary summary information to facilitate City Council’s decision on this 2016 bid award.

Overall at the highest level of early summarization: The City streets have an average Pavement Condition Index (PCI) of 63. In comparison, IMS annually surveys 40-50 clients around the country and IMS says the average PCI for clients is 60 – 65. IMS considers streets to be in “Excellent” condition if they have a PCI of 85 or above. 17% of Louisville’s streets have a PCI greater than 85. IMS recommends cities keep this value at least 15%. IMS considers as “Backlog” the percent of streets with a PCI less than 40. 10% of Louisville’s streets have a PCI less than 40. IMS recommends keeping the Backlog at less than 12%.

Options: The APC Construction Company included an add alternate line item for Hot Chip Paving on W. Cherry St. from the Pedestrian Crossing to Coal Creek Lane. IMS’s Pavement Condition Index scores for this segment of W. Cherry are 66, 67, and 70. In

comparison, the portions of W. Cherry Street that staff recommends resurfacing as part of this contract scored from 32 – 53. Staff is not recommending resurfacing the middle portion of W. Cherry at this time because it still has sufficient remaining pavement life.

## COUNCIL COMMENTS

Council member Maloney addressed W. Cherry and stated with respect to automobile traffic it is fine not to resurface the middle area. He was however concerned for bicyclists along the curved stretch along W. Cherry.

Council member Loo addressed paving one side or the other and leaving the middle area non-paved. She supported paving W. Cherry in its entirety. She felt the average residents will feel the job is not finished.

Public Works Director Kowar responded to questions he received after the agenda was posted. After the IMS Survey and 2016, would the scores be affected. He explained the average scores on South Boulder Road and Via Appia would be 95. From 88<sup>th</sup> and McCaslin, Cherry (without the middle section) and the downtown construction, the overall scores for those streets would go from a 63 to a 66. The excellent streets go from 17% to 20% and the backlog goes down 8%. The focus would be on the arterial roads. There would still be a lot of backlog in the residential streets. This will be addressed in the last three to five years of the CIP. This does not provide for any downward shift from street deteriorating. The information will be run in a new data management system.

Public Works Director Kowar also responded to a question relative to how the unit cost for different treatments compared per square foot. He explained the staff did the analysis by square yard. McCaslin at US 36 is \$27.00 per square yard; McCaslin, 88<sup>th</sup> and Cherry is \$22.00 per square yard and residential streets are approximately \$77.00 per square yard.

Mayor Pro Tem Lipton voiced his concern over the condition of the neighborhood and collector streets in Wards II and III. He felt the street resurfacing was unbalanced with a large amount of funding for the arterials and downtown streets. He asked when the arterials resurfacing was completed, will the neighborhood streets be addressed. Public Works Director Kowar stated his understanding of a Council directive in 2013 to address the arterial streets. He noted in 2017 the neighborhood streets would be addressed.

Council member Stolzmann supported the bid as presented. She looked forward to the February 23<sup>rd</sup> Study Session to discuss how the City can get to a sustainable street resurfacing program. She voiced her appreciation for considering the streets in Old Town and requested information on the history of the treatments for the arterial streets. City Manager Fleming stated at the February 23<sup>rd</sup> Study Session, Council will go on a City street road trip and on April 5th the Council will discuss the road trip and discuss 2017 CIP budget.

Council member Keany voiced his appreciation for the IMS survey. He asked how often

it would be done. Public Works Director Kowar stated he would like to see it done every three years. He felt the Council should look at the scores of the streets, and not at particular areas within wards.

Mayor Muckle agreed. He explained the reason the streets in Old Town are in such bad condition is because there was no inexpensive way to resurface them.

Council member Loo noted on the map there is a lot of marking in Centennial Valley and in CTC. She asked if there are districts responsible for the roads, or has the City accepted the roadways. Public Works Director Kowar was not aware of a district's responsibility.

Council member Loo stated her understanding there was no reserve for the road repair. City Manager Fleming confirmed there is not a specific reserve, but there is a 5-year capital plan, which allocates the funding based on the road segments for pavement.

Council member Loo urged Council to consider a reserve within the next five years. She addressed the Davidson Mesa parking lot. It was her opinion the parking lot needed to be paved. She wondered if this could be a consideration when the work begins on McCaslin resurfacing. She felt, outside of downtown, the Davidson Mesa parking lot is the most used parking lot. She explained when it rains, it is muddy and when it's dry, it becomes a health issue with all the dust. She suggested taking money from the Open Space Fund.

Mayor Muckle was open to ideas about paving the Davidson Mesa parking lot, but was opposed to using open space funds. Mayor Pro Tem Lipton inquired whether Mayor Muckle was opposed to paving this particular parking lot. Mayor Muckle was reluctant to fund paving a parking lot, but would not be opposed if the funding became available.

Council member Stolzmann supported repairing the parking lot at Davidson Mesa. She agreed there is fugitive dust when it's dry and mud when it rains. She also supported paving all of Cherry Street.

Mayor Pro Tem Lipton asked Public Works Director Kowar for his sense of this year's bids in comparison to last years' bid. Public Works Director Kowar Kurt stated he has not had a chance to do such an in-depth analysis, but rather focused on the IMS Survey. He inquired whether the Council wished to have the mid-section of Cherry Street paved. City Manager Fleming requested clarification for Cherry and any change order for the parking lot at Davidson Mesa.

**AGGREGATE INDUSTRIES (PAVING) - \$551,992**

MOTION: Mayor Muckle moved to award the 2016 Asphalt Resurfacing and Reconstruction Project to Aggregate Industries per their total bid of \$551,992 and

authorize staff to execute change orders up to \$27,600 as a 5% project contingency, seconded by Council member Stolzmann.

#### COUNCIL COMMENT

Council member Loo asked if there was Council support for alternative add-on's, would it be in the paving contract. Public Works Director Kowar stated if Council wants the Davidson Mesa parking lot paved, staff will negotiate with the contractor.

Mayor Muckle favored voting on that matter separately. Council member Stolzmann asked for clarification on whether the contract can be awarded and then direction given to staff. City Attorney Light stated Council could do an additional motion for Cherry Street and another motion on the Davidson Mesa parking lot.

VOTE: Roll call vote was taken. The motion carried by a vote of 7-0.

#### **APC CONSTRUCTION COMPANY (HOT CHIP PAVING) - \$2,015,492**

MOTION: Mayor Muckle moved to award the 2016 Hot Chip Seal Project to APC Construction Co., LLC per their total bid of \$2,015,494, authorize staff to execute change orders up to \$100,775 as a 5% project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City. Mayor Pro Tem Lipton seconded the motion.

Mayor Muckle amended his motion to include Bid Alt I (Cherry Street). Mayor Pro Tem Lipton did not accept the amendment.

Mayor Pro Tem Lipton voiced his concern over the funding for resurfacing all of Cherry Street and asked what would be cut in order to pay for Bid Alt I. Council member Stolzmann stated her understanding there was sufficient reserves to meet the City's fiscal policies and still encompass this Alternative. City Manager Fleming stated for 2016 there are reserves, but for 2020, the reserves will be below negative and some of the projects will have to be cut.

Council member Stolzmann stated her understanding there were some concerns expressed on safety issues along Cherry Street. Council member Maloney stated the roadway is safe for cars, but not for bicyclists. He supported paving all of Cherry Street.

Mayor Pro Tem Lipton suggested staff come back with a patching approach to take care of the bike lanes. Public Works Director Kowar noted the worst parts of Cherry are the edges and they have a different grade. The City crews were to do the patchwork.

VOTE: Roll call vote was taken. The motion carried by a vote of 7-0.

#### **CONCRETE WORKS (CONCRETE) – \$683,794**

MOTION: Mayor Muckle moved to award the 2016 Concrete Replacement Project to Concrete Works per their total bid of \$683,794 and authorize staff to execute change orders up to \$68,379 as a 10% project contingency, seconded by Council member Keany. Roll call vote was taken. The motion carried by a vote of 7-0.

### **USE OF CAPITAL FUNDS RESERVES TO FUND ALL PROJECTS**

MOTION: Mayor Muckle moved approve staff's recommendation to use the Capital Project Funds Reserves to Fund all the unanticipated \$276,385 dollars in unbudgeted funding needed to cover the recommended awards in all project contingencies, seconded by Council member Stolzmann. Roll call vote was taken. The motion carried by a vote of 7-0.

### **COUNCIL COMMENT**

Mayor Muckle asked Council how they want to approach the paving of the Davidson Mesa Parking Lot. Council member Loo inquired whether there would be any economy of scale for this project. Public Works Director Kowar stated there is economy of scale, but he had not had a chance to make a calculation. He noted it is sometimes dependent upon the contractor.

Council member Loo asked Public Works Director Kowar if the project would be under \$50,000. Public Works Director Kowar estimated it would be less than \$50,000. He offered an option of milling the Davidson Mesa parking lot. He felt a milling treatment would be functional at this location. Council member Loo stated her concern for the safety and health issue of the Davidson Mesa parking lot.

Mayor Muckle suggested the Public Works Director discuss the milling option for the Davidson Mesa parking lot with the contractor. He also suggested the Public Works crews work on the bike lanes along Cherry Street. Public Works Director Kowar recapped Council direction on the Davidson Mesa parking lot and the bike lanes along Cherry Street.

## **EXECUTIVE SESSION**

### **REAL PROPERTY ACQUISITION AND DISPOSITION**

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

City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisition and Disposition Concerning Property in Louisville

City Clerk Varra read Section 2.90.050 public statement from the Louisville Municipal

Code, which governs the topics that may be discussed in an executive session.

City Attorney Light stated the authority for conducting an executive session is the Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) - Authorized Topics. City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisition and Disposition Concerning Property in Louisville. Executive Sessions are also authorized by section of the Open Meeting Law.

MOTION: Mayor Muckle moved the City Council convene an executive session for the Purpose of Consideration of Potential Real Property Acquisition and Disposition Concerning Property in Louisville and the executive session include members of the City Council, City Manager and the City Attorney, seconded by Council member Stolzmann. All were in favor. The Council adjourned to executive session at 9:59 p.m. The regular meeting was reconvened at 10:26 p.m.

### **REGULAR BUSINESS ITEMS CONTINUED**

#### **REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY ACQUISITION AND DISPOSITION**

City Attorney Light reported in executive session, the City Council discussed real property acquisition and disposition. Council discussed strategy with the City Attorney and staff on how to proceed. If the negotiations result in a contract, it will be brought back for Council consideration at a future meeting.

#### **CITY ATTORNEY'S REPORT**

No items to report.

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

No items to report.

### **ADJOURN**

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Keany. All were in favor. The meeting was adjourned at 10:27 p.m.

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Robert P. Muckle, Mayor

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Nancy Varra, City Clerk

**SUBJECT: RESOLUTION NO. 6, SERIES 2016 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT”) AND THE CITY OF LOUISVILLE CONCERNING THE MAINTENANCE OF THE DIVERGING DIAMOND INTERCHANGE (DDI) AT US 36 AND MCCASLIN BOULEVARD**

**DATE: FEBRUARY 16, 2016**

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

**SUMMARY:**

Staff recommends approval of an Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for maintenance responsibilities on the US 36 Diverging Diamond Interchange (DDI).

The US 36 Managed Lane Project is nearing completion. An IGA between the City and CDOT will clearly delineate each entity’s responsibilities for maintenance of the U.S. 36 and McCaslin Blvd. interchange. This IGA is a requirement of the original DDI Funding agreement between the City and CDOT, and will commit the City to the following:

1. The cost of any routine or capital maintenance costs associated with the aesthetic treatment upgrades. This includes the basket handle arch structure.
2. All routine maintenance activities associated with aesthetic, lighting, and pedestrian upgrades of the interchange within the City’s jurisdiction including:
  - a. Maintenance of landscaping and irrigation from the centerline of US 36 to the north, but not including landscaping identified as being the responsibility of RTD
  - b. Routine maintenance of the westbound off-ramp pedestrian underpass
  - c. Maintenance of decorative fencing within the City’s jurisdiction
  - d. Maintenance of lighting and cost of power, from the centerline of US 36 to the north
  - e. Maintenance of sidewalks (including snow and ice removal) from the centerline of US 36 to the north
  - f. Mowing, tree and shrub upkeep; removal of graffiti.

The City Attorney has reviewed the Intergovernmental Agreement and CDOT has incorporated those comments into the Agreement. The Town of Superior and RTD will have maintenance responsibilities for components which are within their jurisdiction, or in the case of RTD, part of their transit operations.

**ADVANTAGES:**

The IGA clearly delineates the City’s maintenance responsibilities.

**SUBJECT: RESOLUTION NO. 6, SERIES 2016**

**DATE: FEBRUARY 16, 2016**

**PAGE 2 OF 2**

**DISADVANTAGES:**

There will be annual maintenance costs for landscaping, snow and ice and lighting maintenance and future capital maintenance costs.

**FISCAL IMPACT:**

Staff expects routine annual maintenance costs to be less than \$1,000 and will be absorbed into the City's operations budget.

**RECOMMENDATION:**

Staff recommends City Council pass Resolution No. 6, Series 2016 authorizing the Mayor to sign the attached Agreement on behalf of the City.

**ATTACHMENT(S):**

1. Resolution No. 6, Series 2016
2. Intergovernmental Agreement

**RESOLUTION NO. 6  
SERIES 2016**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE  
CITY OF LOUISVILLE CONCERNING THE MAINTENANCE OF THE DIVERGING  
DIAMOND INTERCHANGE AT U.S. 36 AND MCCASLIN BOULEVARD**

**WHEREAS**, C.R.S. § 29-1-203 authorizes the City and Colorado Department of Transportation (“CDOT”) to cooperate or contract or enter into agreements with one another to provide any function or for the joint exercise of a function, service or facility; and

**WHEREAS**, C.R.S. § 43-2-144 authorizes CDOT and local governments to contract for the construction or maintenance, or both, of City streets or county or state highways within the City; and

**WHEREAS**, CDOT has constructed a diverging diamond interchange at U.S. 36 and McCaslin Boulevard as part of the U.S. 36 Managed Lane Project; and

**WHEREAS**, there has been proposed an intergovernmental agreement between CDOT and the City to delineate each one’s responsibilities for maintenance of the U.S. 36 and McCaslin Boulevard interchange, which shall consist of both capital and routine maintenance; and

**WHEREAS**, the City Council finds that the proposed Agreement is in the best interests of the City and its citizens, and by this resolution desires to approve the Agreement and authorize its execution;

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

1. The City Council hereby approves that certain Agreement between the City of Louisville and the State of Colorado for the use and benefit of the Colorado Department of Transportation to delineate each one’s responsibilities for maintenance of the U.S. 36 and McCaslin Boulevard interchange built as part of the U.S. 36 Managed Lane Project. A copy of the Agreement is attached hereto and incorporated herein by this reference.

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

3. The Mayor, City Manager and City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to perform the obligations of the City under the Agreement.

4. The City's financial obligations under the Agreement are from year to year only and subject to annual budgeting and appropriation in the sole and absolute discretion of the City Council. Nothing in the Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution, Article X, Section 20.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 2016, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (“State” or “CDOT”), and the City of Louisville (“Local Agency”), 749 Main Street, Louisville, CO, 80027, CDOT Vendor #: 2000114.

This Agreement shall not be effective or enforceable until it is approved and signed by the Governor or his designee (“Effective Date”).

**RECITALS**

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
2. The parties desire to enter into this Agreement to delineate each one’s responsibilities for maintenance of the US 36 and McCaslin Boulevard (also known as SH 170) interchange that is being built as part of the US 36 Managed Lane Project detailed in **Exhibits A and C**;
3. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1106, 43-2-103, 43-2-104, and 43-2-144 CRS, as amended, and in applicable ordinance or resolution duly passed and adopted by the Local Agency, to enter into this Agreement with the Local Agency for the purpose of maintaining the interchange along a US highway system as hereinafter set forth;
4. The Local Agency has the resources to perform the desired maintenance on the McCaslin Boulevard interchange;
5. The US 36 Managed Lane Project has been cleared environmentally via the US 36 EIS Phase 1 Record of Decision (ROD) signed December 2009, and will be funded with local, state, TIFIA loan, and federal-aid dollars; and
6. Per the EIS re-evaluation signed March 2013 the Project will include improvement to the US 36 and McCaslin Boulevard interchange, including widening of Structure E-17-KZ and the reconfiguration of the existing interchange into a Diverging Diamond interchange. Maintenance of the McCaslin Boulevard Interchange will be the joint responsibility of the local jurisdictions and CDOT through one or more Intergovernmental Agreements.

## **THE PARTIES NOW AGREE THAT:**

### **Section 1. Scope of Work**

The Local Agency will maintain certain structure and wall improvements to the US 36/McCaslin interchange within its jurisdiction as generally depicted on Exhibit C and as outlined below, all such improvements limited to the portions thereof within the geographical boundaries of the Local Agency. The Interchange is a part of the US 36 Express Lanes, HPTE-SW01-49 (20062) described in **Exhibits A and C**, and is hereinafter referred to as the "Project."

For purposes of the provisions below, "capital maintenance" means the design, construction, completion, and updating of relevant documentation (including "as-built" drawings) in connection with all work of reconstruction, rehabilitation, restoration, renewal or replacement of any element, or individual structure; and "routine maintenance" means all those activities with respect to the US 36/McCaslin interchange which are not capital maintenance.

### **Section 2. CDOT Commitments**

CDOT shall perform all routine maintenance activities to maintain a safe and functional interchange except for those tasks spelled out below under the Local Agency Commitments.

1. Snow and ice removal on McCaslin Blvd. (SH 170 limits only) and the US 36 on/off ramp roadway surfaces
2. Structure E-17-KZ (McCaslin Blvd. over US 36)
  - a. Inspection and maintenance (routine and capital) of E-17-KZ (inspection includes the basket handle arch aesthetic structure).
3. Structure E-16-ZI (westbound on-ramp from McCaslin Blvd to US 36)
  - a. Inspection and maintenance (routine and capital) of E-16-ZI of on-ramp structure
4. Walls E-16-GT, E-16-GH, E-16-GI, E-16-GJ, E-16-GK, and E-16-GU
  - a. Inspection and maintenance (routine and capital) of retaining walls
5. 14' x 14' westbound off-ramp pedestrian underpass
  - a. Inspection and capital maintenance of box culvert
6. CDOT shall perform all of its duties and obligations hereunder in accordance with all applicable law. CDOT will make available to the Local Agency the inspection reports completed as part of CDOT's Commitments.
7. Overhead Signs and Sign Structures
  - a. Inspection, and routine and capital maintenance of overhead signs and structures
8. Pavement Maintenance (SH 170 Limits and on/off ramps only)
  - a. Routine and capital maintenance of all roadway surfaces

9. Maintenance of traffic signals, traffic control devices, and pavement markings unless contracted with the Local Agency under separate agreement

### **Section 3. Local Agency Commitments**

1. The Local Agency will:
  - a. Be responsible for cost of any routine or capital maintenance costs associated with the aesthetic treatment upgrades included as a part of the Project. This includes the basket handle arch structure.
2. The Local Agency shall perform at its own expense, all routine maintenance activities associated with aesthetic, lighting, and pedestrian upgrades of the interchange within its jurisdiction. Routine maintenance activities to be performed by the Local Agency under this contract shall include, but not be limited to, the following:
  - a. Maintenance of landscaping from the centerline of US 36 to the north including the cost of irrigation but not including landscaping identified as being the responsibility of RTD
  - b. 14' x 14' westbound off-ramp pedestrian underpass
    - a. Routine maintenance of box culvert
  - c. Maintenance of decorative fencing within the Local Agency's jurisdiction (limits yet to be defined)
  - d. Maintenance of lighting from the centerline of US 36 to the north including costs of power
  - e. Maintenance of all sidewalks (including snow and ice removal) from the centerline of US 36 to the north. The sidewalk over US 36 is located down the middle of the McCaslin Blvd over US 36 structure. The Local Agency is also responsible for maintenance of this sidewalk from the centerline of US 36 to the north
  - f. Keeping the roadway free from obstructions and impediments that may interfere with bicycle, pedestrian, and automotive traffic, including sand and debris; signing, striping and electrical lighting fixtures installed along the structure and roadway for that portion within the Local Agency's jurisdiction
  - g. Mowing, tree and shrub upkeep; removal of graffiti shall be performed in accordance with the Local Agencies policies and procedures.

### **Section 4. Term and Termination Provisions**

1. This Agreement shall be in effect only after it is executed by both parties. The Maintenance obligations of the Local Agency under this Agreement shall commence on the date of the final written acceptance of the McCaslin Blvd. interchange by CDOT, after completion of the CDOT-Local Agency final walk through and Concessionaire's addressing

all issues identified as a result of the walk through, provided such issues are consistent with the requirements of the Project Contract. This Agreement will remain in effect until this Agreement is terminated in accordance with the requirements of this Section 4 and both parties agree to terminate.

2. Termination for Cause. If, through any cause, either Party shall fail to fulfill its obligations under this Agreement, or if either Party shall violate any of the covenants, agreements, or stipulations of this Agreement, either Party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Party of its intent to terminate and giving at least thirty (30) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

**Section 5. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Local Agency to its terms. The person(s) executing this Agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this Agreement. The parties acknowledge and agree that financial obligations of the State and the Local Agency payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**Section 6. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 2000 South Holly Street, Denver, Colorado 80222. Said Region Director will also be responsible for coordinating the State's activities under this Agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 6 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:

Scott Rees  
CDOT Project Manager  
2000 South Holly Street  
Denver, Colorado 80222  
(303) 404-7020

If to the Local Agency:

Malcolm Fleming, City Manager  
City of Louisville  
749 Main Street  
Louisville, Colorado 80027

**Section 7. Successors**

Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**Section 8. Governmental Immunity**

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, §§24-30-1501, *et seq.*, CRS, as now or hereafter amended.

**Section 9. Severability**

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**Section 10. Waiver**

The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

**Section 11. Modification and Amendment**

A. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

B. Either party may suggest renegotiation of the terms of this Agreement, provided that the Agreement shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Agreement, the renegotiated terms shall not be effective until this Agreement is amended/modified accordingly in writing.

**Section 12. Disputes**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In

connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**Section 13. Does not supersede other agreements**

This Agreement is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance and operations services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

**Section 14. Subcontracts**

The Local Agency may subcontract for any part of the performance required under this Agreement, subject to the Local Agency first obtaining approval from the State for any particular subcontract. The State understands that the Local Agency may intend to perform some or all of the services required under this Agreement through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this Agreement or subcontract any part of the performance required under the Agreement without the express, written consent of the State which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

**The Remainder of this Page left Intentionally Blank**

# SPECIAL PROVISIONS

## Section 15. The Special Provisions apply to all Agreements except where noted in *italics*

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT LOCAL AGENCY.** Local Agency shall perform its duties hereunder as an independent Local Agency and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to Local Agency and its employees and agents only if such coverage is made available by Local Agency or a third party. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC AGREEMENTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Local Agency certifies, warrants, and agrees that it does not knowingly employ or Agreement with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Local Agency shall not knowingly employ or Agreement with an illegal alien to perform work under this Agreement or enter into an Agreement with a sub-Local Agency that fails to certify to Local Agency that the sub-Local Agency shall not knowingly employ or Agreement with an illegal alien to perform work under this Agreement. Local Agency (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the sub-Local Agency and the contracting State agency within three days if Local Agency has actual knowledge that a sub-Local Agency is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a sub-Local Agency does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Local Agency participates in the Department program, Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Local Agency shall be liable for damages.
12. **PUBLIC AGREEMENTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Local Agency, if a natural person eighteen (18) years of age or older,

hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

**THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT**

**\* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

**LOCAL AGENCY:**

**STATE OF COLORADO: JOHN W. HICKENLOOPER, GOVERNOR**

City of Louisville

\_\_\_\_\_  
Legal Name of Contracting Entity

\_\_\_\_\_  
By: Joshua Laipply, PE, Chief Engineer For  
Shailen Bhatt, Executive Director, Colorado  
Department of Transportation

Date: \_\_\_\_\_

2000202  
CDOT Vendor Number

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name & Title of Authorized Officer

**LOCAL AGENCY:  
(A Local Agency attestation is required.)**

Attest (Seal) By \_\_\_\_\_

(Town/City/County Clerk)

**(Place Local Agency seal here, if available)**

## EXHIBIT A

### SCOPE OF WORK

The Colorado Department of Transportation (CDOT) and the High Performance Transportation Enterprise (HPTE) selected Plenary Roads Denver as the Concessionaire for Phase 2 of the US 36 Express Lanes Project between 88th Street and Table Mesa, which will complete improvements to the entire US 36 corridor between Denver and Boulder. The project is CDOT's first public-private partnership (P3), an innovative partnership where the public and private sectors team together to provide transportation improvements and services to the traveling public. CDOT and HPTE have entered into a 50-year agreement with Plenary Roads Denver who will:

- Construct Phase 2 of the US 36 corridor, including:
  - Constructing an Express Lane in each direction of US 36 between 88th Street and Table Mesa for Bus Rapid Transit (BRT), High Occupancy Vehicles (HOV) and tolled Single Occupancy Vehicles (SOV);
  - Reconstruction two general purpose lanes in each direction between 88th Street and Table Mesa
  - Widening the highway to accommodate 12-foot-wide inside and outside shoulders;
  - Replacing the Coal Creek Bridge and rehabilitating and widening the South Boulder Creek bridge and widening the McCaslin Boulevard bridge to accommodate a diverging diamond interchange;
  - Adding Bus Rapid Transit (BRT) improvements, including new electronic display signage at stations and bus priority improvements at ramps. The improvements also will allow buses to operate on the shoulders of US 36 between interchanges to decrease bus travel time;
  - Installing Intelligent Transportation Systems (ITS) for tolling, transit and traveler information, and incident management;
  - Installing a separate commuter bikeway along the rest of the corridor; and
  - Improving the RTD station at McCaslin Boulevard.
  - Operate and maintain the entire US 36 corridor along with the I-25 Express Lanes between downtown Denver and US 36
- Partner with the US 36 Mayors and Commissioners Coalition and seek input from all affected jurisdictions along the US 36 corridor regarding implementation of the Project.
- Perform Preliminary Engineering work which includes: survey, preparation of ROW plans, developing preliminary design plans, ROW purchase and construction.

## EXHIBIT A

- Perform general administration and supervision of Performance of the Project, including entering into a Design-Build contract for both design and Construction of the Project, and the administration of federal funds, state funds, and Local Agency funds. CDOT shall perform, as required, project inspection and testing.
- Provide Project funding
- Approving sources of materials.
- Perform required plant and shop inspections
- Documentation of contract payments
- Preparing and approving pay estimates
- Preparing, approving, and securing the funding for contract modification orders and minor contract revisions.
- Processing contractor claims.
- Construction supervision.
- Overseeing Quality Control activities and meeting requirements of the FHWA/CDOT Stewardship Agreement.
- Monitor completed bikeway improvements for deficiencies and maintenance during the project 2-year warranty period.

**EXHIBIT B (NOT APPLICABLE)**

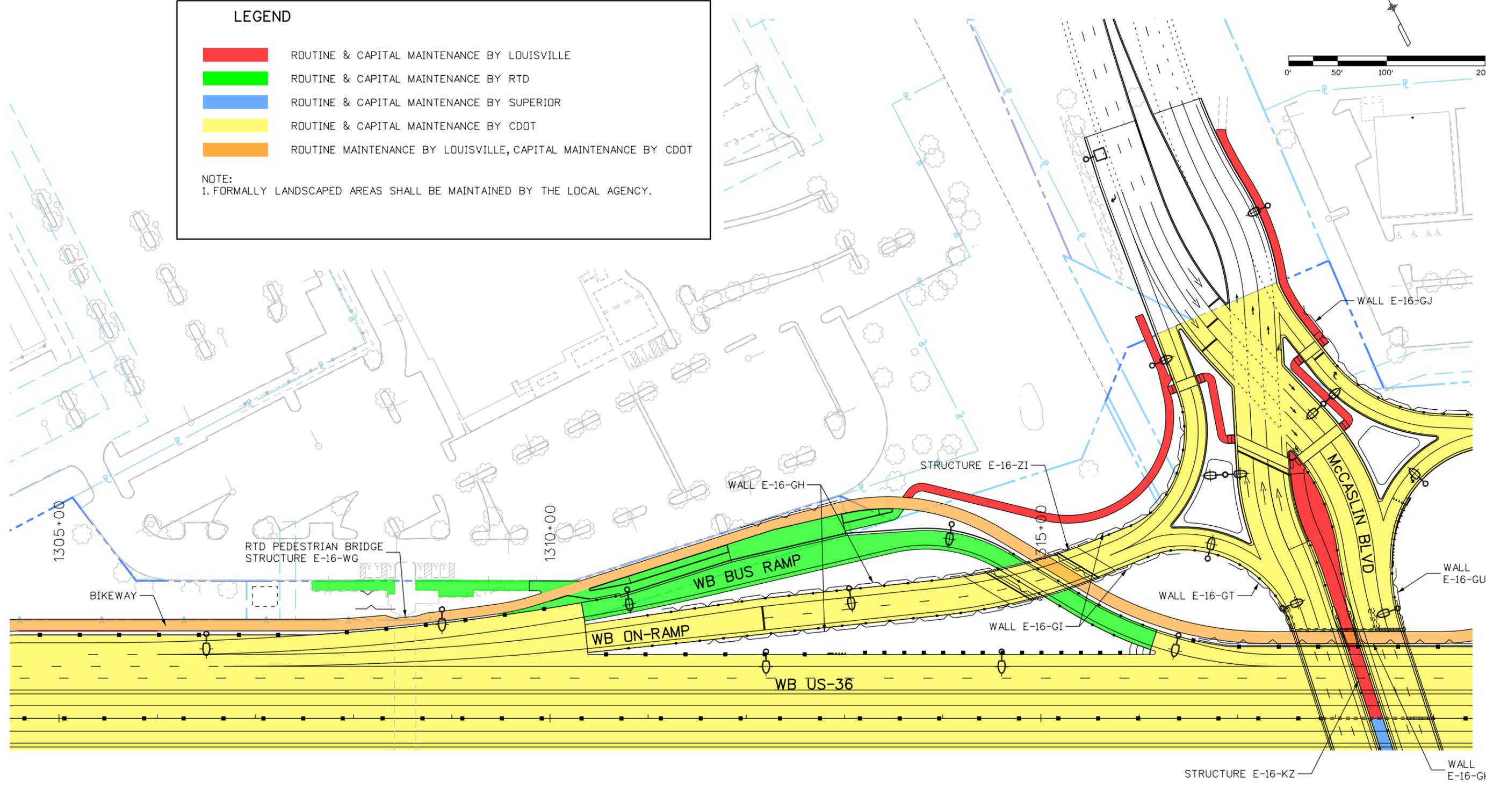
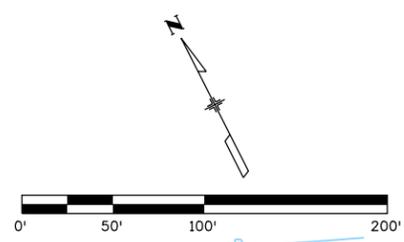
**LOCAL AGENCY  
ORDINANCE or RESOLUTION**

Exhibit B - Page 1 of 1

**LEGEND**

- ROUTINE & CAPITAL MAINTENANCE BY LOUISVILLE
- ROUTINE & CAPITAL MAINTENANCE BY RTD
- ROUTINE & CAPITAL MAINTENANCE BY SUPERIOR
- ROUTINE & CAPITAL MAINTENANCE BY CDOT
- ROUTINE MAINTENANCE BY LOUISVILLE, CAPITAL MAINTENANCE BY CDOT

NOTE:  
1. FORMALLY LANDSCAPED AREAS SHALL BE MAINTAINED BY THE LOCAL AGENCY.



trujilloj7:44:31 AM J:\Transportation\WV\7005\US36\_Phase2\7000ADD\18907\Design\Exhibits\100sc Plans\A-C\McCaslin IGA\_100scale\_Plan\_01.dgn

Print Date: 1/18/2016  
 File Name: McCaslin IGA\_100scale\_Plan\_01.dgn  
 Horiz. Scale: 1:100      Vert. Scale: As Noted

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation



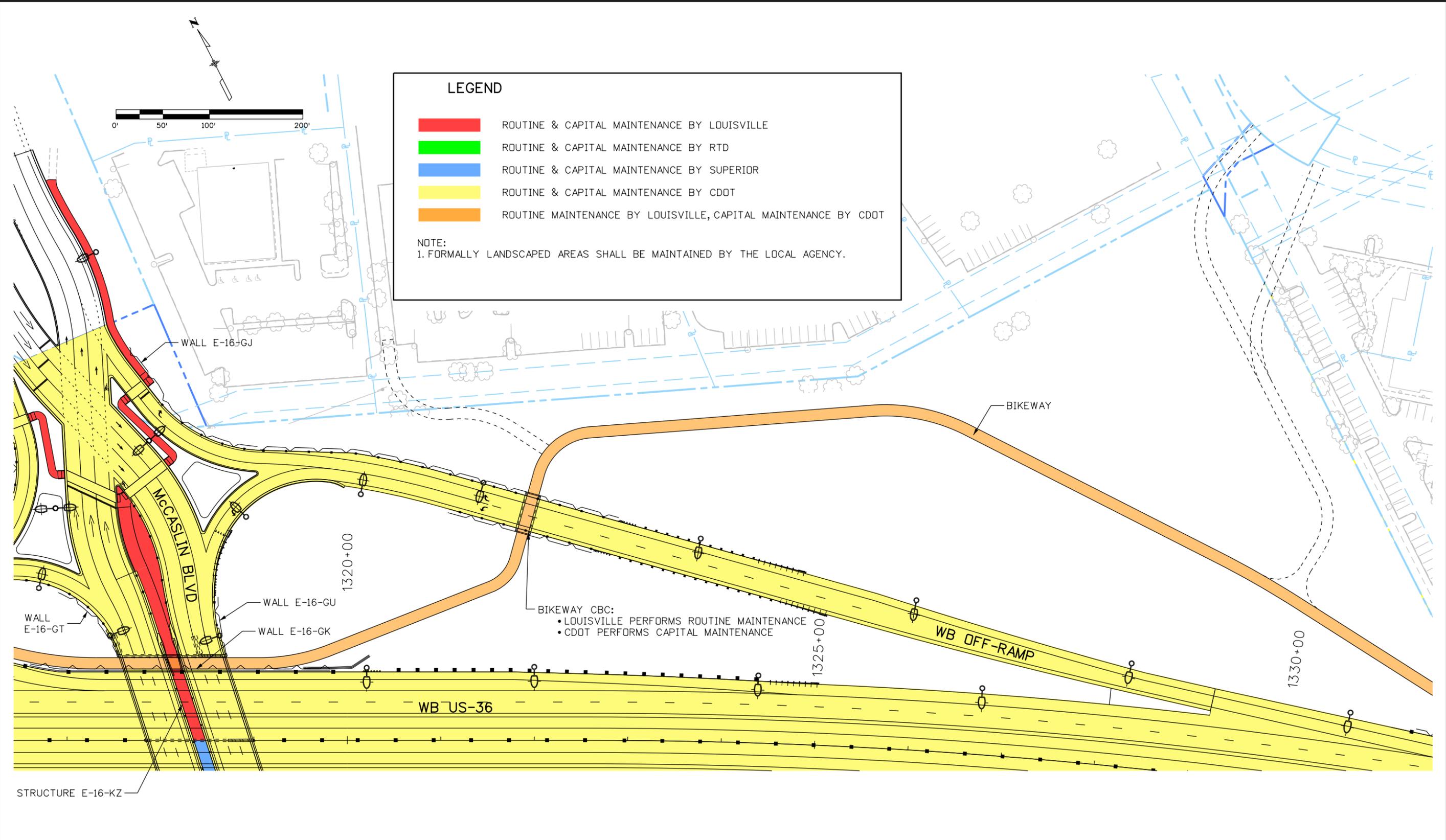
1050 Lee Hill Road  
 Boulder, CO 80302  
 Phone: 303-546-5660 FAX: 303-444-0751

<b>As Constructed</b>
No Revisions:
Revised:
Void:

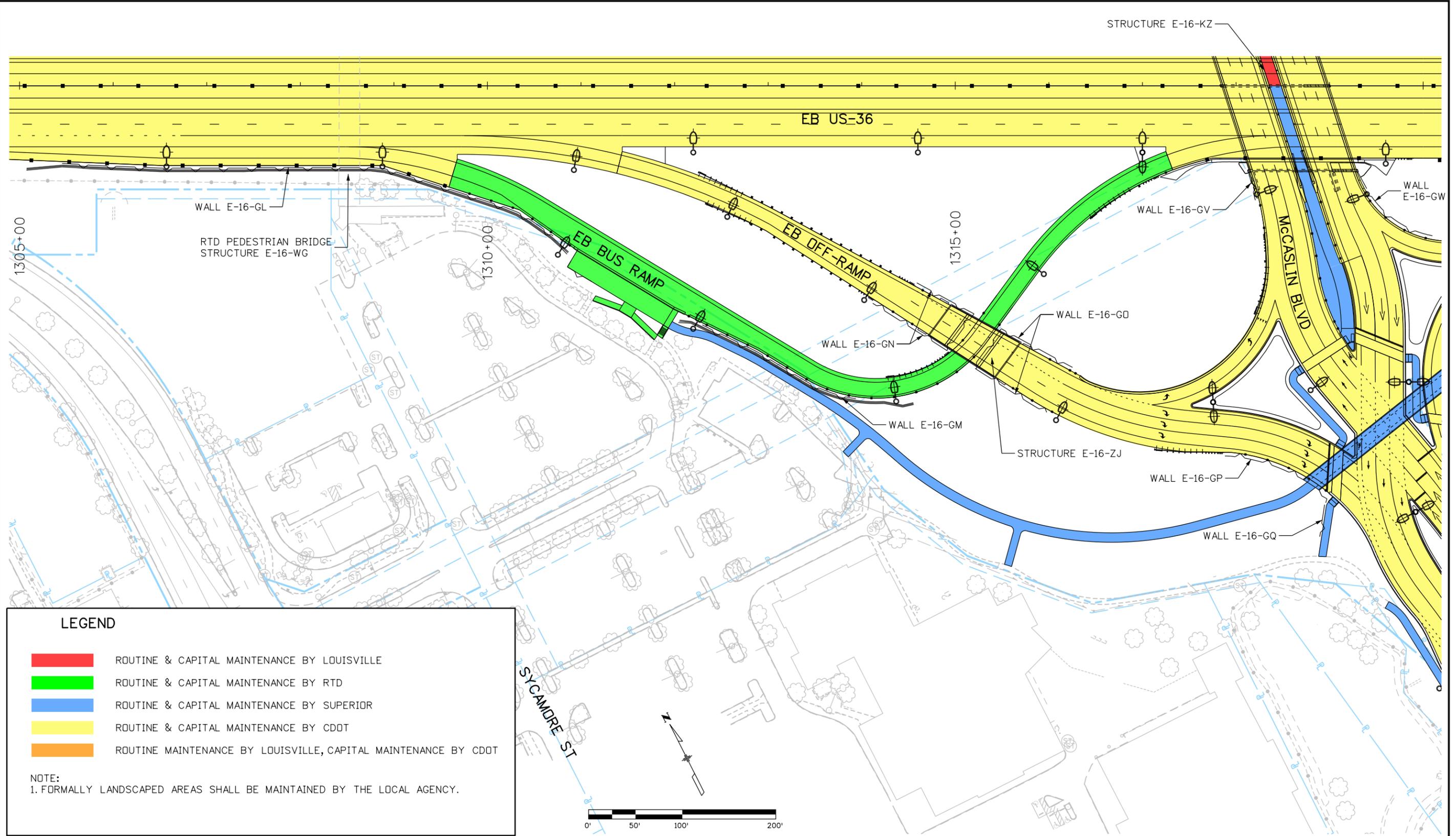
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Designer:	Structure Numbers
Detailer:	Subset Sheets:
Sheet Subset:	

<b>Project No./Code</b>
NH 0361-103
18907
Sheet Number

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**LEGEND**

- ROUTINE & CAPITAL MAINTENANCE BY LOUISVILLE
- ROUTINE & CAPITAL MAINTENANCE BY RTD
- ROUTINE & CAPITAL MAINTENANCE BY SUPERIOR
- ROUTINE & CAPITAL MAINTENANCE BY CDOT
- ROUTINE MAINTENANCE BY LOUISVILLE, CAPITAL MAINTENANCE BY CDOT

**NOTE:**  
1. FORMALLY LANDSCAPED AREAS SHALL BE MAINTAINED BY THE LOCAL AGENCY.

Print Date: 1/18/2016  
 File Name: McCaslin\_IGA\_100scale\_PLan\_03.dgn  
 Horiz. Scale: 1:100      Vert. Scale: As Noted

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation



1050 Lee Hill Road  
 Boulder, CO 80302  
 Phone: 303-546-5660 FAX: 303-444-0751

**As Constructed**

No Revisions:  
 Revised:  
 Void:

**CDOT-SUPERIOR MAINTENANCE IGA  
 US-36/McCASLIN INTERCHANGE  
 SW QUADRANT**

Designer:  
 Detailer:  
 Sheet Subset:

Structure Numbers:  
 Subset Sheets:

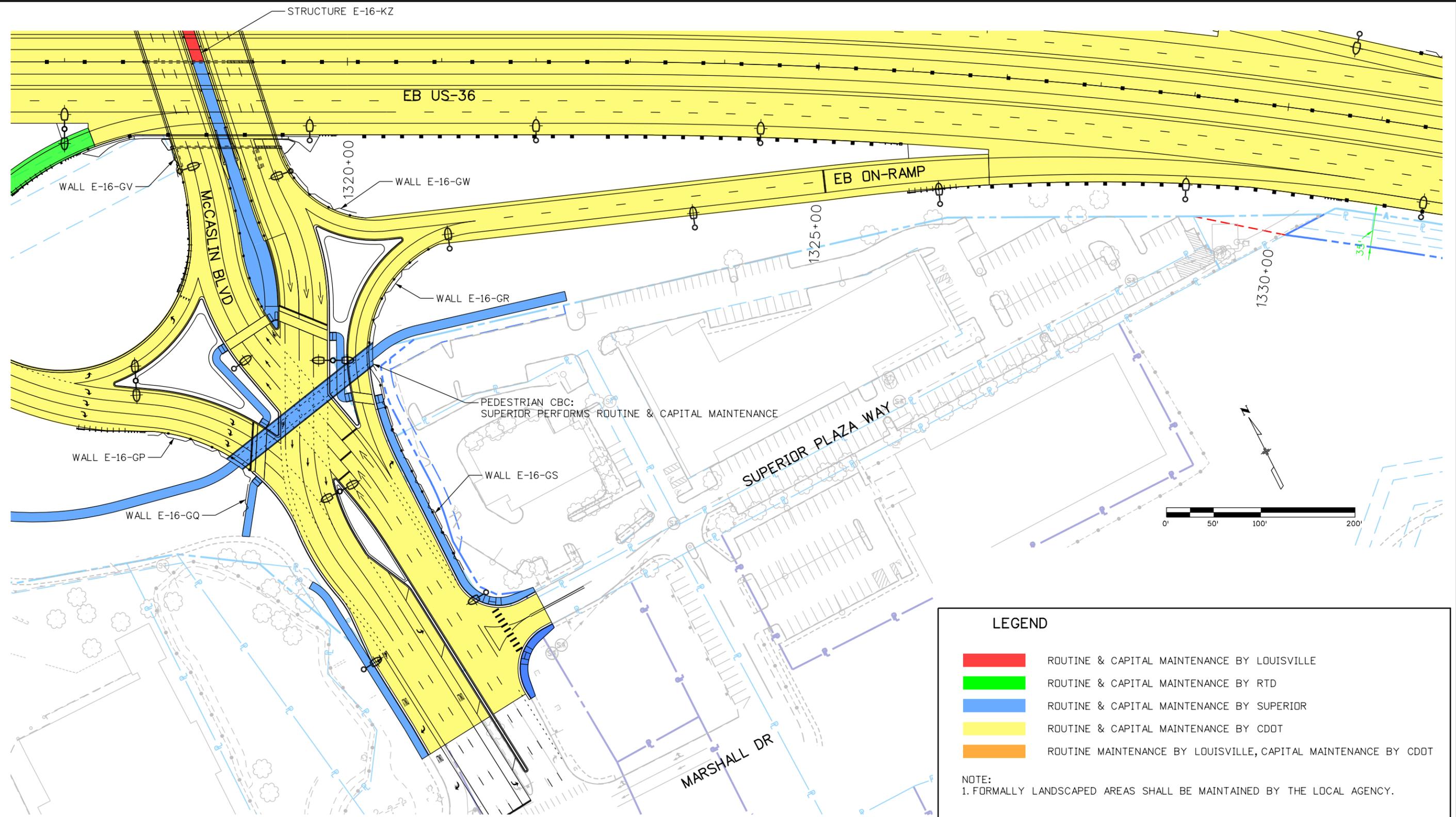
**Project No./Code**

NH 0361-103

18907

Sheet Number

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**LEGEND**

- ROUTINE & CAPITAL MAINTENANCE BY LOUISVILLE
- ROUTINE & CAPITAL MAINTENANCE BY RTD
- ROUTINE & CAPITAL MAINTENANCE BY SUPERIOR
- ROUTINE & CAPITAL MAINTENANCE BY CDOT
- ROUTINE MAINTENANCE BY LOUISVILLE, CAPITAL MAINTENANCE BY CDOT

**NOTE:**  
1. FORMALLY LANDSCAPED AREAS SHALL BE MAINTAINED BY THE LOCAL AGENCY.

Print Date: 1/18/2016  
File Name: McCaslin IGA\_100scale\_PLan\_04.dgn  
Horiz. Scale: 1:100      Vert. Scale: As Noted

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation



1050 Lee Hill Road  
Boulder, CO 80302  
Phone: 303-546-5660 FAX: 303-444-0751

**As Constructed**

No Revisions:  
Revised:  
Void:

**CDOT-SUPERIOR MAINTENANCE IGA  
US-36/McCASLIN INTERCHANGE  
SE QUADRANT**

Designer:  
Detailer:  
Sheet Subset:

Structure Numbers:  
Subset Sheets:

**Project No./Code**

NH 0361-103  
18907  
Sheet Number

**SUBJECT: APPROVE CONTRACT BETWEEN THE CITY OF LOUISVILLE AND GLACIER CONSTRUCTION FOR THE CONSTRUCTION OF THE SID COPELAND CHLORINE CONTACT CHAMBER IMPROVEMENTS**

**DATE: FEBRUARY 16, 2016**

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

**SUMMARY:**

Staff recommends approval of (1) a contract with Glacier Construction, Inc. in the amount of \$386,000 for the rehabilitation of the chlorine contact chamber at the Sid Copeland Water Treatment Plant (SCWTP) and (2) a 10% project contingency in the amount of \$38,000 for a total construction cost of \$424,000.

Final design plans for these improvements calls for the installation of five baffle walls and some minor piping work within the chlorine contact chamber. The new baffle walls will increase the chlorine contact time thereby maintaining compliance with the Colorado Department of Public Health and Environment requirements for disinfection. In addition to the interior chamber work, the concrete tank roof will be patched and insulated to extend the life of the structure. The consulting firm of Merrick & Company that performed the design work will provide the construction management and testing services.

The City advertised for bids in January of 2016 and received bids from 3 contractors. The bids were reviewed by Public Works as well as Merrick & Company. Based on the bid amount and qualifications, staff recommends award to Glacier Construction. The bid summary is below.

<b>COMPANY</b>	<b>CONTACT CHAMBER IMPROVEMENTS ESTIMATE OF FEES</b>
<b>Glacier Construction</b>	<b>\$386,000</b>
Moltz Construction	\$402,300
Hallmark Inc.	\$442,728

**SUBJECT: APPROVE CONTRACT BETWEEN THE CITY OF LOUISVILLE AND GLACIER CONSTRUCTION FOR THE CONSTRUCTION OF THE SID COPELAND CHLORINE CONTACT CHAMBER IMPROVEMENTS**  
**DATE: FEBRUARY 16, 2016** **PAGE 2 OF 2**

**FISCAL IMPACT:**

The breakdown of estimated project costs is listed below:

051-499-55450-37 SCWTP Contact Tank Improvements	<u>\$600,000</u>
Pending Construction Management Contract (Merrick)	(\$15,000)
Construction Contract (Glacier)	(\$386,000)
Contingency Allowances	<u>(\$38,000)</u>
Remaining Budget	\$161,000

**RECOMMENDATION:**

Staff recommends City Council award Glacier Construction Company the Chlorine Contact Chamber Improvement Project in the amount of \$386,000 and authorize staff to contract addenda up to \$36,000 for additional work and project contingency, as well as authorize the Mayor and City Clerk to sign and execute the contract documents on behalf of the City.

**ATTACHMENT(S):**

1. Agreement
2. Merrick Contractor Recommendation

## AGREEMENT

---

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ in the year 2016 by and between:

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

and

**Glacier Construction Company**  
**(hereinafter called CONTRACTOR)**

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

### ARTICLE 1. WORK

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

**PROJECT: CHLORINE CONTACT CHAMBER IMPROVEMENTS**  
**PROJECT NUMBER: 051-499-55450-37**

### ARTICLE 2. CONTRACT TIMES

2.1 The Contractor shall complete "Phase 1 - Operational Completion" within 50 calendar days or by April 15, 2016, whichever date is later.

The Contractor shall complete all of the Improvements work "Phase 2 – Final Completion" within 120 calendar days or by July 1, 2016, whichever date is later.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the dates specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR for Phase I work shall pay the OWNER **ONE THOUSAND DOLLARS (\$1000)** for each and every **Calendar Day** and portion thereof that expires after the time specified above for operational completion of the Phase I Work until the same is finally complete. Similarly, liquidated damages in the amount of \$100 shall be assessed for every day the Contractor fails to meet the date for Phase 2, Final Completion. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

### **ARTICLE 3. CONTRACT PRICE**

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of \_\_\_\_\_ (\$ \_\_\_\_\_) as set forth in the Bid Form of the CONTRACTOR dated \_\_\_\_\_, 2016.

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

### **ARTICLE 4. PAYMENT PROCEDURES**

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

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

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

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

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

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

### **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

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

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written

resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

## **ARTICLE 6. CONTRACT DOCUMENTS**

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

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 General Requirements.
- 6.8 Technical Specifications.
- 6.9 Drawings with each sheet bearing the title: **CHLORINE CONTACT CHAMBER IMPROVEMENTS**
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
  - 6.10.1 Addenda No. 1 to 1 exclusive
  - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
  - 6.10.3 Schedule of Subcontractors
  - 6.10.4 Anti-Collusion Affidavit
  - 6.10.5 Certification of EEO Compliance
  - 6.10.6 Notice of Award
  - 6.10.7 Performance Bond
  - 6.10.8 Labor and Material Payment Bond
  - 6.10.9 Certificates of Insurance
  - 6.10.10 Notice to Proceed
  - 6.10.11 Contractor's Proposal Request
  - 6.10.12 Contractor's Overtime Request
  - 6.10.13 Field Order
  - 6.10.14 Work Change Directive
  - 6.10.15 Change Order
  - 6.10.16 Application for Payment
  - 6.10.17 Certificate of Substantial Completion
  - 6.10.18 Claim Release
  - 6.10.19 Final Inspection Report
  - 6.10.20 Certificate of Final Completion
  - 6.10.21 Guarantee Period Inspection Report

- 6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
  2. Special Provisions and Detail Drawings.
  3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
  4. Supplementary Conditions.
  5. General Conditions.
  6. City of Louisville Design and Construction Standards.
  7. Reference Specifications.

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

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

#### **ARTICLE 7. MISCELLANEOUS**

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 8. OTHER PROVISIONS**

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

This Agreement will be effective on \_\_\_\_\_, 2016.

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**OWNER: CITY OF LOUISVILLE,  
COLORADO**

**CONTRACTOR: \_\_\_\_\_**

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

By: \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

749 Main Street  
Louisville, Colorado  
80027

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Cory Peterson

January 29, 2016

City of Louisville  
Attn: Mr. Cory Peterson, PE  
Department of Public Works  
749 Main Street  
Louisville, Colorado 80227

**RE: CHLORINE CONTACT CHAMBER IMPROVEMENTS**

Dear Mr. Peterson:

Three Contractor bids were received at the scheduled 2:00 p.m. January 28 bid opening.

These were:	Glacier Construction	\$386,000
	Moltz Construction	\$402,300
	Hallmark Construction	\$442,728

We understand all three Contractors were prequalified with the City of Louisville. Both Louisville and Merrick-McLaughlin have had good previous experience with Glacier Construction.

Given the project difficulty and very tight construction period, we believe the bid is reasonable, and recommend award to the low bidder, Glacier Construction.

Respectfully submitted,  
**Merrick & Company**

Ronald C. McLaughlin, PE & LS

**SUBJECT:           AWARD LANDSCAPE MAINTENANCE SERVICES CONTRACT**

**DATE:               FEBRUARY 16, 2016**

**PRESENTED BY:   JOE STEVENS, PARKS AND RECREATION DEPARTMENT**

**SUMMARY:**

The City of Louisville's five-year annually renewable landscape maintenance services contract went out to bid in 2015. After bid evaluation and Council approval, Schultz Industries was awarded the contract.

Schultz Industries successfully performed services in 2015. Staff has met with representatives of Schultz Industries to critique 2015 and to affirm 2016 landscape maintenance expectations.

Landscape maintenance services to be covered under this contract for 2016 include:

- Mowing 2,180,694 square feet of bluegrass 28 times
- Weed control for 285,743 square feet of beds 28 times
- Non-irrigated perimeter mowing for 48,339 liner feet 14 times
- Mowing 305,874 square feet of non-irrigated turf 14 times
- Right-of-way mowing of 40,518 square feet of non-irrigated turf 3 times

**FISCAL IMPACT:**

Total recommended not to exceed contract amount is \$109,677. Account identified to support recommendation is 028-751-53100-11.

The contractual price increase of \$19,677 from 2015 accounts for the additional maintenance of 206,324 sq. ft., an additional two weeks of maintenance (from a 26 week season to a 28 week season) and a 3% annually awarded price increase as approved and noted in the contract manual for successful completion of work.

**RECOMMENDATION:**

Staff recommends City Council award the Landscape Maintenance Services Contract to Schultz Industries in the amount not to exceed \$109,677.

**ATTACHMENT(S):**

1. Agreement

# **AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE, AND SCHULTZ INDUSTRIES, FOR LANDSCAPE MAINTENANCE SERVICES**

## **1.0 PARTIES**

The parties to this Agreement are the City of Louisville, a Colorado municipal corporation, hereinafter referred to as the "City", and Schultz Industries, hereinafter referred to as the "Contractor".

## **2.0 RECITALS AND PURPOSE**

2.1 The City desires to engage the Contractor for the purpose of performing landscape maintenance services at all the locations listed on the attached Bid Schedule.

2.2 The Contractor represents that it has the special expertise and background necessary to provide the City with these services.

## **3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the City with the specific landscape maintenance services as set forth and described in the 2015 Contract Manual for Landscape Maintenance Services, Exhibit C.1, and the 2016 Contracted Landscape Maintenance Map attached hereto and incorporated herein by reference.

## **4.0 COMPENSATION**

4.1 After satisfactory performance of the landscape maintenance services contracted herein, **the City shall pay the Contractor for services under this Agreement a total not to exceed One Hundred Nine Thousand Six Hundred Seventy-Seven Dollars and Twenty Cents (\$109,677.20) according to the quantity price set forth in Exhibit C.1 attached hereto and incorporated herein by this reference.** Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. The price of any additional landscape maintenance services which may be requested by the City and agreed to by the Contractor shall be calculated on the basis of time and material rate set forth in Exhibit "B" or unit pricing as set forth in the Bidder's Bid Proposal Prices attached hereto and incorporated herein by this reference. No hourly charges shall exceed the hourly rates identified in Exhibit "B". The scope of services and payment therefore 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 a monthly invoice to the City on or about the 15th day of each service month. The City shall pay the invoice by the 15th of the following month. In the event of unsatisfactory work the remedies called out at Section 9.1 and 9.2 will apply and can be the basis for adjusting the amount of service fee paid by the City. If the City fails to pay the monthly service fee according to the terms and conditions of this agreement the Contractor may assess an interest charge of 1% per month on any outstanding balances due. The City, upon its request, may have access to back-up payroll documentation identifying the individual employee, date and hours worked and the hourly rate associated with the individual employee.

**5.0 PROJECT REPRESENTATION**

- 5.1 The individuals hereinafter named are the respective representatives of the parties who may be contacted for purposes of administering this Agreement. Either party may change its representative by notice in writing given to the other party. Any correspondence, notice or other communication when made in writing shall be delivered in person or deposited in the U.S. Mail, first class postage prepaid, and addressed hereinafter indicated.

- 5.2 The City designates Dean Johnson Jr., Parks Superintendent as the responsible City staff member to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by Dean Johnson.

Dean Johnson, Jr.  
Parks Superintendent  
Louisville City Services  
739 S. 104<sup>th</sup> St.  
Louisville, CO 80027  
(303)335-4774

- 5.3 The Contractor designates \_\_\_\_\_ as Contractor's representative, the City may rely upon the guidance, opinions and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the City to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Address

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Contractor Phone

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## **6.0 TERM**

- 6.1 Unless sooner terminated pursuant to the provisions hereof, this Agreement and the Contractor's services under this Agreement shall commence April 4, 2016 and continue to October 17, 2016.
- 6.2 If the City makes any changes or alteration in its use of the premises where services are performed pursuant to this Agreement, or if the City substantially modifies the scope of services, then the City, upon thirty (30) days written notice to the Contractor, may increase/reduce the frequency, quantity, quality, or any portion of services required.

## **7.0 INSURANCE**

- 7.1 The Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain such continuous coverage.
- 7.1.1 Worker's Compensation insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance with minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.
- 7.1.2 General Liability insurance to cover all liability, claims, demands, and other obligations assumed by the Contractor herein 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 insured, 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 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. The policy shall include the City of Louisville, its officers and its employees, as additional insured, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.1.4 Excess liability, umbrella form, with an aggregate limit of ONE MILLION DOLLARS (\$1,000,000).

7.2 A certificate of insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City prior to commencement of any services under this Agreement.

7.3 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protection 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**

8.1 This Agreement shall bear all risks of loss, damage, theft or destruction of materials, equipment or supplies used in the performance of the work herein that is owned by the Contractor.

## **9.0 STANDARDS OF PERFORMANCE**

9.1 All work shall be performed by this Agreement in a good and workmanlike

manner and in accordance with all applicable specification. The Contractor shall provide regular and systematic inspections by the Contractor's supervisory personnel of all premises on which the services are to be provided to assure high quality work by the Contractor's employees. In the event that deficiencies are noted by the City, the Contractor agrees to remedy such deficiencies at no additional cost to the City within 24 hours after verbal notification of such deficiency or at such other time as the City and the Contractor may agree. Any verbal notification of deficiency will be confirmed by a written notice of the same and mailed to the Contractor at the address provided herein or delivered to the Site Manager.

- 9.2 If the Contractor fails to remedy any deficiency as set forth in 9.1 above, he shall be in default of this Agreement. The City may, at its option, correct the deficiency, default or breach by any means available to it, and deduct the costs of such corrective action from the monies due the Contractor without terminating this Agreement, or terminate this Agreement as set forth in paragraph 14.
- 9.3 This Agreement provides for services on the following days of the week: Monday through Friday. The work herein shall be performed during the hours specified and established for the Contractor by the City.
- 9.4 Contractor shall supply all tools, equipment, materials and supplies required for the full and complete performance of all work and services.
- 9.5 Contractor shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to fires, civil disobedience, riots, vandalism, acts of God and similar occurrences. Service shall be rendered as soon as possible after the cessation of such causes.
- 9.6 Contractor shall comply with all laws, ordinances, codes, and governmental requirements relating to health and safety standards.

## **10.0 SECURITY**

- 10.1 At the request of the owner, the Contractor shall provide a personnel sheet on each employee of the Contractor who has occasion to enter any City facility in the performance of the work herein.

## **11.0 INDEPENDENT CONTRACTOR**

The Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the

right to direct Contractor, as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only. **As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided neither by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract relationship**

## **12.0 ASSIGNMENT**

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

## **13.0 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.

## **14.0 TERMINATION**

14.1 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.

14.2 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 seven (7) 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 the total amount set forth in the attached Bid Schedule, 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.

## **15.0 INSPECTION**

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 audit, examination, excerpts and transcriptions.

**16.0 ENFORCEMENT**

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

**17.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state and local laws, including the ordinances, resolutions, rules and regulations of the City of Louisville; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

**18.0 INTEGRATION AND AMENDMENT**

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

Dated: \_\_\_\_\_, 20\_\_

**CITY OF LOUISVILLE, COLORADO**  
A Colorado Municipal Corporation

City of Louisville  
749 Main Street  
Louisville, CO 80027

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk

**CONTRACTOR:**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**SUBJECT: RESOLUTION NO. 7, SERIES 2016 – A RESOLUTION APPROVING THE FIFTH INTERIM AGREEMENT BETWEEN THE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE, AND THE CITY OF LOUISVILLE FOR PARTICIPATION IN THE WINDY GAP FIRING PROJECT**

**DATE: FEBRUARY 16, 2016**

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

**SUMMARY:**

Attached is the Fifth Interim Agreement for the Windy Gap Firing Project. This Agreement is with the Municipal Subdistrict, Northern Colorado Water Conservancy District, Windy Gap Firing Project Water Activity Enterprise (“WGF Enterprise”).

Work completed by Northern Colorado Water Conservancy District (NCWCD) since the last budget amendment request includes approval of Grand County’s 1041 permit and other related agreements, an agreement with downstream water users, and an agreement relating to water clarity in Grand Lake. Remaining tasks required by NCWCD to finalize the NEPA permitting process include a revised conveyance contract with US Bureau of Reclamation, a Record of Decision by the Bureau, a 404 permit from the Corps of Engineers, and a 401 Certification by the State of Colorado.

The requested additional funds are to be spent on the following items:

- US Bureau of Reclamation’s costs to complete the NEPA permitting process
- Windy Gap Bypass channel study
- Settlements with downstream water users
- Funding for Subdistrict’s staff and legal counsel to finalize the 401 and 404 processes

**FISCAL IMPACT:**

The City’s pro rata portion of this Fifth Interim Agreement is \$431,597, which is to be financed by the Water Utility Fund’s Capital Improvements Program. The 2016 Budget includes \$375,000 in the Windy Gap Firing Project account (051-499-55830-17). \$56,597 will be utilized from Water Fund reserves and recognized in a future budget amendment to address the current overage.

**SUBJECT: RESOLUTION NO. 7, SERIES 2014**

**DATE: FEBRUARY 16, 2016**

**PAGE 2 OF 2**

**RECOMMENDATION:**

Adopt Resolution No. 7, Series 2016 approving the Fifth Interim Agreement for participation in the Windy Gap Firing Project with authorization for the Mayor and City Clerk to execute the Agreement.

**ATTACHMENT(S):**

1. Resolution No. 7, Series 2016
2. Agreement

**RESOLUTION NO. 7  
SERIES 2016**

**A RESOLUTION APPROVING THE FIFTH INTERIM AGREEMENT BETWEEN THE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE, AND THE CITY OF LOUISVILLE FOR PARTICIPATION IN THE WINDY GAP FIRING PROJECT**

**WHEREAS**, the City of Louisville (“City”) and the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firing Project Water Activity Enterprise (“WGF Enterprise”) previously entered into a series of agreements for the City’s participation in phases of the Windy Gap Firing Project (“WGFP”); and

**WHEREAS**, the WGFP participants desire to move into the Fifth Phase of the WGFP and for such purpose a Fifth Interim Agreement has been proposed to further identify the City’s 2016 funding obligation for the Fifth Phase of the WGFP, and the City Council desires to approve such Agreement and authorize its execution.

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

1. The proposed Fifth Interim Agreement between the City of Louisville and the WGF Enterprise, for funding of the Fifth Phase of the WGFP, is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.
2. The Mayor is authorized to execute such Agreement, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.
3. The Mayor, City Manager and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under such Agreement.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2016.

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

FIFTH INTERIM AGREEMENT BETWEEN THE  
MUNICIPAL SUBDISTRICT,  
NORTHERN COLORADO WATER CONSERVANCY DISTRICT  
WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE,  
AND  
**CITY OF LOUISVILLE**  
FOR PARTICIPATION IN THE  
WINDY GAP FIRING PROJECT

This Agreement is made and entered into as of \_\_\_\_\_, 201\_, by and between the Municipal Subdistrict, Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado) (the "Subdistrict"), acting by and through its Windy Gap Firing Project Water Activity Enterprise (a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "WGF Enterprise"), the City of Louisville whose address is 749 Main Street, Louisville, Colorado 80027-1829 ("Participant").

Recitals

- A. The WGF Enterprise is developing a water storage project (the "Project") for the purpose of storing water produced by the Windy Gap Project, or other water that is physically and legally capable of being introduced into the Project from the facilities of the Colorado-Big Thompson Project.
- B. Overall Project costs will be divided among the entities which participate in the Project.
- C. The First Phase of the Project consisted of preliminary studies to evaluate potential reservoir sites. The First Phase has been accomplished and there appear to be a number of potential reservoir sites that may serve the needs of the Project.
- D. The Second Phase of the Project consisted of engineering work, environmental studies, alternatives analysis and related work. The Second Phase is complete.
- E. The Third Phase of the Project, consisted of environmental and other permitting, further engineering studies, and preliminary design work, but not land acquisition.
- F. The Fourth Phase of the Project consisted of a continuation of the activities started in the Third Phase, plus land acquisition. The environmental permitting is not complete, but project participants desire to move into the Fifth Phase of the Project.
- G. The Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to

integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities (“the Fifth Phase”). Completion of the Fifth Phase of the Project on behalf of the Participants will require additional funding.

### Agreement

1. Participant agrees to participate in the Fifth Phase of the Project under and pursuant to the terms and conditions of this Agreement. Participation in the Fifth Phase of the Project in no way obligates Participant to subsequent phases of the Project or to continue involvement in the Project in any manner.
2. Participant’s storage capacity allocation in the Project shall be 2,700 acre-feet of water. Participant may request a change in allocated storage capacity for the Project. The change will be implemented by the WGFP Enterprise only if it will not adversely affect local, state, and federal permits and approvals for the Project, so long as any increased costs are paid by the Participant. In addition, Participant may increase its allocated storage capacity only if there is sufficient unallocated storage capacity in the Project to accommodate the increase. In the event that more than one participant seeks to increase its allocated storage capacity, and there is not sufficient unallocated storage capacity in the Project to accommodate all requested increases, the unallocated Project storage capacity shall be allocated to each participant seeking an increase pro rata based on such participant’s capacity allocation in the Fifth Phase of the Project. If a change in Participant’s capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that each participant pays a share of the Fourth and Fifth Phase costs of the Project after the change equal to the participant’s share of the final allocation of storage capacity in the Project.
3. Participant agrees to provide to the WGF Enterprise funds for its pro rata share of the costs necessary to complete the Fifth Phase of the Project. The WGF Enterprise estimates that Participant’s pro rata share of the costs of the Fifth Phase of the Project is \$431,597 for the 2016 calendar year. Participant will pay the WGF Enterprise its pro rata share of the 2016 calendar year costs on or before March 1, 2016. This estimated cost will not be increased or exceeded without the prior written approval of Participant. However, if the Fifth Phase of the Project cannot be completed within this estimated cost, the WGF Enterprise is not obligated to complete the Fifth Phase of the Project for the benefit of Participant unless sufficient additional pro rata funds as determined by the WGF Enterprise are provided by Participant. Attached hereto as Exhibit A is a table showing the pro rata share of the costs of the Fifth Phase of the Project for each Participant based upon current allocations of capacity in the Project.
4. In the event that Participant fails to make any of the payment set forth above at the specified time, the WGF Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of Participant. The WGF Enterprise shall give Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for Participant's benefit under this paragraph. Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. Participant shall in any event be

responsible for its pro rata share of costs of the Fifth Phase of the Project actually incurred by the WGF Enterprise up to the date of termination of this Agreement.

5. The WGF Enterprise agrees to diligently pursue the Fifth Phase of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other Participants under similar agreements. By entering into this Agreement and accepting payments from Participant, the WGF Enterprise does not obligate itself to, nor does the WGF Enterprise warrant, that it will proceed with construction of the Project beyond the Fifth Phase or that it will construct or operate the Project. At the end of the Fifth Phase, the WGF Enterprise will determine after consultation with the participants whether to proceed with the Project. The WGF Enterprise agrees that, if the participants provide all required funding, if the WGF Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In such event, the Participant shall have the right to participate in the funding, construction and operation of the Project in the amount of storage capacity allocated to Participant in paragraph 2 above, so long as the Project as finally configured is sufficiently large to accommodate the total amount of storage capacity allocated to all participants in the Fifth Phase of the Project. If the Project as finally configured is not sufficiently large to accommodate the total amount of storage capacity allocated to all participants in the Fifth Phase of the Project, the available storage capacity in the Project shall be allocated to each participant pro rata based on such participant's capacity allocation in the Fifth Phase of the Project. In the event that the WGF Enterprise decides not to proceed with the Project, it will so notify Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, Participant shall not be entitled to any return of funds paid to the WGF Enterprise for the Project, unless payments by Participants exceed the WGF Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, Participant shall be entitled to receive copies of any work products developed by the WGF Enterprise or its consultants on behalf of Participant, and WGF Enterprise shall convey to Participant, as a tenant in common with all other Participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the WGF Enterprise for the Project with funds provided under this Agreement or similar agreements with other Participants.
7. Participant shall have the right to assign this Agreement and Participant's rights hereunder, with the written consent of the WGF Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, Participant shall not be entitled to any return of any funds paid to the WGF Enterprise for the Project, and the WGF Enterprise shall have no further obligations to Participant, except as provided in paragraph 6 above for those Participants who have not been terminated under paragraph 4 above.

9. This Agreement is the entire agreement between the WGF Enterprise and Participant regarding participation in the Project and shall be modified by the parties only by a duly executed written instrument approved by Participant and the WGF Enterprise's Board of Directors.
10. This Agreement is subject to approval by the WGF Enterprise's Board of Directors and shall become binding on the WGF Enterprise only upon such approval.
11. This Agreement is for the 2016 Fiscal Year. Expenditures for subsequent fiscal years will be the subject of Amendments to this Agreement.

CITY OF LOUISVILLE

MUNICIPAL SUBDISTRICT, NORTHERN  
COLORADO WATER CONSERVANCY  
DISTRICT, ACTING BY AND THROUGH  
THE WINDY GAP FIRING PROJECT  
WATER ACTIVITY ENTERPRISE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Windy Gap Firing Project Allocation of Costs for Fifth Interim Agreement (Phase 5)

**Estimated NEPA Costs due March 1, 2016:     \$ 13,775,950**

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Participant	Requested Storage Volume (af)		Share of Phase 5 Cost
Broomfield	25,200	\$	4,028,243
CWCWD	330	\$	52,751
Erie	6,000	\$	959,105
Evans	1,750	\$	279,739
Fort Lupton	1,050	\$	167,843
Greeley	7,000	\$	1,118,956
Lafayette	1,800	\$	287,732
Little Thompson WD	4,850	\$	775,277
Longmont	12,000	\$	1,918,211
Louisville	2,700	\$	431,597
Loveland	7,000	\$	1,118,956
PRPA	12,000	\$	1,918,211
Superior	4,500	\$	719,329
<b>TOTAL</b>	<b>86,180</b>	<b>\$</b>	<b>13,775,950</b>

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# City Manager's Report February 16, 2016

**CITY OF LOUISVILLE**  
**EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99**  
**JANUARY 2016**

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
1/25/2016	92324	Dellenbach Chevrolet Inc	2016 Chevrolet Colorado Extended Cab with Selected Options	\$32,479.00
			State bid pricing was used to purchase this truck for the Irrigation Technician.	
1/25/2016	92325	Compass Minerals America Inc	2016 Complex Chloride	\$49,500.00
			Compass Minerals is a sole source vendor for quick salt de-icing material. A cost comparison was done between quick sale and ice slicer. Quick salt produced the same results and costs \$24.95 less per ton than ice slicer.	
1/25/2016	92327	Polydyne Inc	CE879 Polymer	\$34,385.00
			Three bids were received with Polydyne being the lowest.	
1/25/2016	92328	Evoqua Water Technologies LLC	Sodium Chlorite	\$27,480.00
			Sodium chlorite is used to treat water at both water plants. Only two vendors provided quotes.	
1/25/2016	92329	Industrial Chemicals Corp	Sodium Silicate	\$54,849.00
			Sodium silicate is used for corrosion control at both water treatment plants. Only one vendor submitted a quote.	
1/25/2016	92331	Acushnet Company	Merchandise for Resale	\$29,000.00
			Acushnet is the industry leader in golf ball sales and offered Coal Creek	

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
			Golf Shop a great package, with discounts, for being exclusive Titleist products. The discount was also included on the range ball purchase.	
1/29/2016	92335	Veris Environmental LLC	Hauling Fees for Biosolids Disposal	\$84,986.44
			The City currently has a contract with Veris Environmental, and they were found to be the only option for biosolids disposal.	
1/29/2016	92337	LL Johnson Distributing Co	Used Toro GM7210 w/ Polar Trac Conversion and MB 50" V-Plow	\$41,196.00
			This is a sole source purchase because the equipment is used. Toro is the only manufacturer so no other equipment compares. It will be used by the Golf Division in the summer for mowing and the Parks Division in the winter for snow removal.	
1/29/2016	92338	Dellenbach Chevrolet Inc	2016 Chevrolet Colorado	\$27,219.00
			State bid pricing was used to purchase this truck for the new Horticulture Technician.	

# Louisville Public Library Report 2015 Programming

LOUISVILLE PUBLIC LIBRARY: 2015 STATISTICS													
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
<b>PROGRAM ATTENDANCE</b>													
Number of <b>Adult</b> Programs	6	6	8	6	9	9	1	2	9	14	19	12	101
Attendance	124	59	132	62	165	133	18	13	85	206	262	163	1,422
Number of <b>Teen</b> Programs	4	4	5	9	8	12	16	9	10	15	10	11	113
Attendance	13	13	20	44	44	94	114	49	72	102	76	79	720
Number of <b>Children's</b> Programs	46	42	49	67	50	52	56	45	58	64	40	35	604
Attendance	1,600	1468	2,058	2,295	1257	1,860	1,967	1,481	1,569	1,721	1074	981	19,331

## Programming Highlights

Along with many ongoing weekly and monthly programs, Library staff plans and implements special programming efforts every year. In 2015 these included our largest annual programming effort, Summer Reading, as well as On The Same Page (OTSP) and Discover NASA.



As part of Discover NASA, the Space Science Institute created a program on how comets are formed including a popular hands-on exercise.

Program Name	No. of Programs	No. of Guests
<b>Summer Reading</b>		
Children	21	1,049
Teens	10	104
Adults	7	121
<b>OTSP</b>	3	44
<b>Discover NASA</b>	16	392
<b>TOTAL</b>	<b>57</b>	<b>1,710</b>



Summer Reading: Creature Feature



Summer Reading: LEGO Superhero Build

**LOUISVILLE MUNICIPAL COURT MONTHLY REPORT 2016**

<b>TRAFFIC VIOLATIONS</b>	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
0 POINT VIOLATIONS	0												0	1
1 POINT VIOLATIONS	0												0	1
2 POINT VIOLATIONS	2												2	3
3 POINT VIOLATIONS	6												6	15
4 POINT VIOLATIONS	18												18	33
6 POINT VIOLATIONS	0												0	2
8 POINT VIOLATIONS	0												0	0
12 POINT VIOLATIONS	0												0	0
<b>SUB TOTALS</b>	<b>26</b>	<b>0</b>	<b>26</b>	<b>55</b>										

<b>SPEED VIOLATIONS</b>	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
1 POINT VIOLATIONS	0												0	0
4 POINT VIOLATIONS	11												11	20
6 POINT VIOLATIONS	8												8	3
12 POINT VIOLATIONS	0												0	0
<b>SUB TOTALS</b>	<b>19</b>	<b>0</b>	<b>19</b>	<b>23</b>										

<b>PARKING VIOLATIONS</b>	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
PARKING	13												13	53
PARKING/FIRE LANE	0												0	0
PARKING/HANDICAPPED	0												0	1
<b>SUB TOTALS</b>	<b>13</b>	<b>0</b>	<b>13</b>	<b>54</b>										

<b>CODE VIOLATIONS</b>	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
BARKING DOGS	0												1	0
DOG AT LARGE	4												4	0
WEEDS/SNOW REMOVA	0												0	0
JUNK ACCUMULATION	0												0	0
FAILURE TO APPEAR	2												2	2
RESISTING AN OFFICER	0												0	0
DISORDERLY CONDUCT	0												0	0
ASSAULT	0												0	0
DISTURBING THE PEACE	0												0	0
THEFT	0												0	0
SHOPLIFTING	3												3	0
TRESPASSING	0												0	0
HARASSMENT	1												1	0
MISC CODE VIOLATIONS	7												6	4
<b>SUB TOTALS</b>	<b>17</b>	<b>0</b>	<b>17</b>	<b>6</b>										

<b>TOTAL VIOLATIONS</b>	<b>75</b>	<b>0</b>	<b>75</b>	<b>138</b>										
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<b>CASES HANDLED</b>	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
GUILTY PLEAS	22												22	70
CHARGES DISMISSED	16												16	12
*MAIL IN PLEA BARGAIN	15												15	30
AMD CHARGES IN COUF	21												21	26
DEF/SUSP SENTENCE	2												2	0

TOTAL FINES COLLECTED \$	6,410.00												\$	6,410.00	\$	9,597.00
COUNTY DUI FINES \$	1,218.55												\$	1,218.55	\$	1,669.26
<b>TOTAL REVENUE</b>	<b>\$ 7,628.55</b>	<b>\$ -</b>	<b>\$ 7,628.55</b>	<b>\$ 11,266.26</b>												

**SUBJECT: RECOGNITION OF CITY CLERK NANCY VARRA**

**DATE: FEBRUARY 16, 2016**

**PRESENTED BY: CITY MANAGER'S OFFICE**

**SUMMARY:**

City Clerk Nancy Varra is retiring after 43 years of working for to the City of Louisville. The City Council would like to recognize Nancy for her service.

The City is hosting a Retirement Celebration for Nancy on February 29, 1:00 – 3:00 PM, at the Municipal Court (992 West Via Appia). Members of the public are invited to attend.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Presentation

**ATTACHMENT(S):**

None

**SUBJECT: RESOLUTION NO. 8, SERIES 2016 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUPERIOR METROPOLITAN DISTRICT NO. 1 FOR A LIFT STATION EMERGENCY OVERFLOW CONNECTION**

**DATE: FEBRUARY 16, 2016**

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

**SUMMARY:**

Staff recommends approval of an Intergovernmental Agreement (IGA) with Superior Metropolitan District No. 1 (SMD1) for the connection of an emergency wastewater lift station overflow connection from the Superior Town Center.

As part of the Superior Town Center development a sanitary sewer lift station is required to provide service for the new area. This lift station is located at the northeast corner of the Town Center site and is in close proximity to a City of Louisville sanitary sewer line. The Town of Superior, acting in capacity of SMD1, is requesting consideration that the proposed Town Center Sanitary Sewer Lift Station has an emergency overflow connection to Louisville's sanitary sewer collection system. The emergency overflow to Louisville will provide a redundant backup system to ensure reliable, safe and healthy operability of the lift station. In addition, an emergency overflow connection will reduce some of the site improvements associated with a standalone lift station.

The attached agreement developed by Louisville and Superior staff outlines the requirement for SMD1 to maintain the facility and provides typical lift station data collection and reporting. If the emergency overflow is utilized, proper notification and payment of minimal fees (\$100/day, \$25/tap) will be necessary.

Attached for Council's approval is the IGA for the emergency overflow connection. The IGA is set to be approved by the Superior's Board at its February 22<sup>nd</sup>, 2016 meeting.

Louisville has a similar IGA with the City of Lafayette for the Louisville North End Lift Station.

**RECOMMENDATION:**

Staff recommends City Council pass Resolution No. 8, Series 2016 authorizing the Mayor to sign the attached Agreement on behalf of the City.

**ATTACHMENT(S):**

1. Resolution
2. Agreement

**RESOLUTION NO. 8  
SERIES 2016**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUPERIOR METROPOLITAN DISTRICT NO. 1 FOR A LIFT STATION EMERGENCY OVERFLOW CONNECTION**

**WHEREAS**, as part of the Superior Town Center development, Superior Metropolitan District No. 1 (“SMD1”) will own and operate a sanitary sewer lift station, which will include an emergency overflow connection to the City of Louisville sanitary sewer collection system; and

**WHEREAS**, there has been proposed between Louisville and SMD1 an intergovernmental agreement to establish responsibilities for the sanitary sewer lift station emergency overflow connection to Louisville’s sanitary sewer collection system; and

**WHEREAS**, Louisville and SMD1 are authorized to enter into the agreement pursuant to state law, including but not limited to C.R.S. § 29-1-203, and the City Council by this Resolution desires to approve said agreement and authorize its execution;

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

1. The Proposed Intergovernmental Agreement between the City of Louisville and Superior Metropolitan District No. 1 for a lift station emergency overflow connection for the Superior Town Center sanitary sewer lift station (the “IGA”), is hereby approved in essentially the same form as the copy of such IGA accompanying this Resolution.

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

3. The Mayor, City Manager, Director of Public Works and City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to perform the obligations of the City under the IGA.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

**INTERGOVERNMENTAL AGREEMENT  
SANITARY SEWER EMERGENCY OVERFLOW**

This Intergovernmental Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Louisville, a Colorado municipal corporation ("Louisville"), and Superior Metropolitan District No.1 ("SMD1"), a Colorado special district (each individually a "Party" and collectively the "Parties").

WHEREAS, the Superior Town Center, a project entirely within the Town of Superior is generally located in a parcel of land described as Sec. 19, T15S R69W, 6<sup>th</sup> P.M., is proposed to be constructed by a developer with approval by the Town of Superior;

WHEREAS, the Superior Town Center includes a sanitary sewer lift station, in Tract C, Superior Town Center, Filing 1B;

WHEREAS, the proposed sanitary sewer lift station includes an emergency overflow connection to Louisville's sanitary sewer collection system;

WHEREAS, Louisville has existing wastewater facilities which have the capacity to convey and treat sanitary sewer overflow discharges from Superior's sanitary sewer lift station;

WHEREAS, the Parties desire to enter into this Agreement to establish responsibilities for the sanitary sewer lift station emergency overflow connection to Louisville's sanitary sewer collection system, and related matters; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to their respective charters and state law, including but not limited to C.R.S. § 29-1-203.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Sanitary Sewer Emergency Overflow Connection.

a. The Parties agree that the developer of the Superior Town Center ("Developer") shall construct a sanitary sewer lift station. The sanitary sewer lift station shall include the existing emergency overflow connection to Louisville's sanitary sewer collection system.

b. The sanitary sewer lift station and emergency overflow connection shall be owned and maintained by SMD1. SMD1 and the Developer shall, in accordance with Louisville's procedures, obtain all required street cut permits, access permits, and other procedural or substantive permits and approvals that are necessary for operation and maintenance of the emergency overflow connection.

c. SMD1 shall for any day or part thereof during which SMD1 domestic sewage flows are routed through the emergency overflow connection to Louisville's sanitary sewer collection system pay Louisville \$100 per day plus any direct labor expenses associated with an event.

d. An extra charge of \$25 per day per tap shall be incurred for each SMD1 tap directly contributing non-domestic sewage flow to the flows routed through the emergency overflow connection to Louisville's sanitary sewer collection system. SMD1 shall on an annual basis submit a written report to Louisville identifying all potential toxic pollutants and or hazardous waste and the sources thereof located within the area to be served by the emergency overflow connection.

e. SMD1 will keep annual maintenance records of commercial grease traps installed within the service area of the sanitary sewer lift station. Such records will be maintained consistent with the requirements of C.R.S. § 24-72-201, *et seq.*, and will be made available for Louisville upon request.

f. The sanitary sewer lift station shall be operated and maintained to applicable Colorado Department of Public Health & Environment ("CDPHE") regulations. The emergency operation plan required by CDPHE shall be submitted to Louisville for review and approval no later than three months from the date of the Parties execution of this Agreement. SMD1 will perform regular maintenance inspections of the sanitary sewer lift station, keep and maintain required documentation, and submit facility reports to the State as required. At Louisville's request, SMD1 shall provide copies of all reports, inspections and maintenance records for the preceding 12 months. The sanitary sewer lift station design shall include internal alarms to indicate when flows are being sent through the emergency overflow connection to Louisville.

g. The Louisville Director of Public Works shall be notified immediately when the emergency overflow connection is being used.

h. SMD1 shall promptly correct any malfunctions in operation of the sanitary sewer lift station causing emergency overflow, and shall promptly provide Louisville notice of same. Non-emergency corrections or repairs shall be completed within a reasonable time not to exceed 30 days (unless, after promptly commencing the work, a period of more than 30 days is needed to diligently pursue the work to completion).

i. Louisville may at any time, with 12 months prior written notice, terminate this Agreement, with or without cause.

2. Cooperation/Good Faith/Documents. In the performance of this Agreement or in considering any requested approval, acceptance, or other action under this Agreement, the Parties each agree that it will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or other action required or requested pursuant to this Agreement. Each Party shall promptly provide any information, approval or document necessary for implementation of this Agreement. Each Party shall subject to its procedures cause to be issued those street-cut permits, access permits and other procedural or substantive permits and approvals that are necessary in order to implement this Agreement, which permits and approval are not to be conditioned on payment of any fees or costs other than administrative costs for processing.

3. Contact Persons. The contact persons for administering this Agreement shall be the Public Works Director of Louisville and the Public Works Director of the Town of Superior,

except that the Parties' facilities operators shall maintain direct contact in implementing Section 1.h. Upon signing this Agreement, the Parties shall provide each other with emergency contact information, including but not limited to 24-hour emergency phone numbers, which shall also be posted at the site. The information shall be confirmed annually and updated as necessary in the event of changes.

4. Assignment. This Agreement shall not be assigned by either Party without prior written consent of the other Party.

5. Time of Essence/Delays. Time is of the essence in the performance of this Agreement. However, any delays in or failure of performance by any Party of its obligation under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities (other than of a Party), shortages of labor or materials, or other similar causes which are beyond the control of such Party.

6. Default and Right to Cure. In the event that either Party shall be in default of this Agreement, the other Party shall provide notice to the defaulting Party specifically describing the default. The Party allegedly in default shall have 30 days from the date of such notice to cure the default. If such default is not so cured, the non-defaulting Party may cure the default at the expense of the defaulting Party, in which case the defaulting Party shall reimburse the non-defaulting Party for all expenses incurred, including without limitation all staff, administrative and overhead expense. Additionally, if the default is in the payment of amounts due, the non-defaulting Party may bring an action for collection of amounts due. The provisions hereof are in addition to the right of termination set forth in Section 1.i.

7. Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understanding. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

9. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed on original and all of which shall constitute but one and the same instrument.

10. No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

11. Execution Required. This Agreement shall not be binding upon any Party hereto unless and until all of the Parties have executed this Agreement.

12. Term. This Agreement shall become effective upon its execution by the Parties and shall remain in effect for so long as the emergency overflow connection is in place. This Agreement may be terminated only by mutual written agreement of the Parties or as provided in Section 1.i.

13. Appropriations. All financial obligations of both Parties for years beyond 2016 shall be subject to appropriations by the respective governing bodies.

14. Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement have been authorized to make and may have made minor changes in the Agreement and attached exhibits, if any, as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement shall constitute the approval of such changes by the respective Parties.

15. Reimbursable Costs. Except as expressly provided herein, each Party shall be responsible for its own, legal, accounting, overhead and administrative staffing costs incurred in the negotiation, drafting or performance of this Agreement or in relation to any improvements subject to this Agreement.

16. Responsibility for Legal Proceedings. Louisville shall be responsible for defending itself, its officers, and employees in any civil action brought against Louisville, its officers, and employees by any person claiming injury and damages as a result of the performance of this Agreement. Likewise, SMD1 shall be responsible for defending itself, its officers, and employees in any civil action brought against SMD1, its officers, and employees by any person claiming injury and damages as a result of the performance of this Agreement. Louisville, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of SMD1 or any officer or employee thereof, arising out of the performance of this Agreement. Likewise, SMD1, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of Louisville or any officer or employee thereof, arising out of the performance of this Agreement. Nothing herein shall be deemed a waiver of the rights, immunities, protections and limitations afforded the Parties in accordance with the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended.

17. No Joint Venture or Partnership. Nothing contained in this Agreement is intended to create a partnership or joint venture between SMD1 and Louisville and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function, or service nor does it create a joint enterprise, nor does it authorize any Party hereto to act as an agent of the other Party hereto for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties execute this Agreement, in their respective names as of \_\_\_\_\_, 2016.

SUPERIOR METROPOLITAN  
DISTRICT NO.1

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Clint Folsom, President

ATTEST:

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Phyllis Hardin, Secretary

CITY OF LOUISVILLE, COLORADO

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Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk

**SUBJECT:** RESOLUTION NO. 9, SERIES 2016, A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 20,569 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 1104 GARFIELD AVENUE, LOT 102, PARKWOOD MINOR SUBDIVISION.

**DATE:** FEBRUARY 16, 2016

**PRESENTED BY:** SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY DEPARTMENT



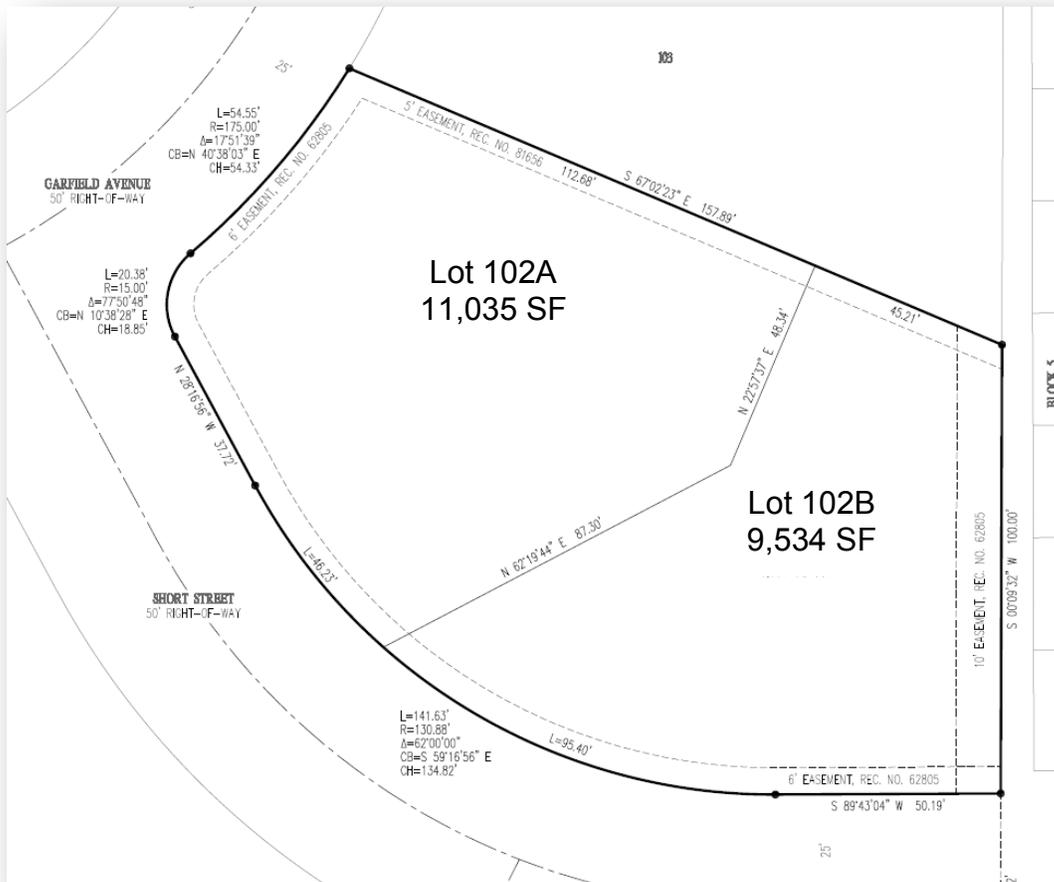
**SUMMARY:**

The owner of 1104 Garfield Street, Cyla Simon Realty LLC, is requesting a minor subdivision plat to allow the subdivision of one 20,569 SF lot into two separate lots measuring 11,035 SF (Lot 102A) and 9,534 SF (Lot 102B). The property is located within the Residential Low (RL) district which requires a minimum of 7,000 SF per lot. The density permitted is one unit per 7,000 SF.

A 2,213 SF one-story single family home is currently located on the property. The subdivision request ensures the existing structure complies with the applicable setbacks if the request is approved.

**PROPOSAL:**

The minor subdivision request would divide a single 20,569 SF lot into two smaller lots. Lot 102A, if approved, would continue to be oriented toward Garfield Street, while Lot 102B would orient towards Short Street. The existing one-story single family home would be located on Lot 102A, and would comply with setbacks, while the proposed Lot 102B would be vacant.



The site is located on the northeast corner of Garfield Street and Short Street within the Parkwood Minor Subdivision. Lot 102 is the largest lot located within the eastern portion of the Parkwood Minor Subdivision. The average lot size for the immediate 25 lots in the Parkwood Minor Subdivision is 8,600 SF. It is the second largest property within the entire Parkwood Minor Subdivision:



The largest lot in the highlighted area above is 11,340 SF and the smallest lot is 7,033 SF. Below is an analysis of the adjacent properties. The average lot size of the adjacent lots is 11,850 SF.



Label #	Lot #	Subdivision	Address	Lot Area (SF)
1	<b>102</b>	<b>Parkwood Minor</b>	<b>1104 Garfield</b>	<b>20,569</b>
2	103	Parkwood Minor	1152 Garfield	10,542
3	104	Parkwood Minor	1196 Garfield	11,707
4	105	Parkwood Minor	1193 Garfield	9,753
5	106	Parkwood Minor	289 Short Pl.	10,885
6	101	Parkwood Minor	294 Short Pl.	12,830
7	12	McKinley Park	316 McKinley Park	17,617
8	1	McKinley Park	295 McKinley Park	18,606
9	1-3 Blk 5	Capitol Hill	1101 Lincoln Ave	10,477
10	4-6 Blk 5	Capitol Hill	1117 Lincoln Ave	10,096
11	7-8 Blk 5	Capitol Hill	1121 Lincoln Ave	6,686
12	9-12 Blk 5	Capitol Hill	1127 Lincoln Ave	13,321
13	10-12 Blk 4	Capitol Hill	1041 Lincoln Ave	9,687
<b>Average</b>				<b>11,850</b>

**Note: The subject property is bolded and not included in the average size calculation.**

The proposed subdivision would create two lots that would be closer to the average lot size of the other lots in the immediate neighborhoods of Parkwood and Capitol Hill than the current lot.

### **MINOR SUBDIVISION PLAT**

#### **SECTION 16.12.110 – Minor Subdivision Procedure**

Section 16.12.110, of the Louisville Municipal Code (LMC), establishes the review procedures for a Minor Subdivision. The section states, “a subdivision application meeting one or more of the following criteria shall be eligible for review as a minor subdivision:

1. *The subdivision contains solely residential use and results in not more than four dwelling units;*
2. The subdivision is a replat of an approved final subdivision plat which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location, or type of public improvements, easements, arrangement of streets open space or utilities;

3. *The subdivision results in no more than two lots; each lot is adjacent and has access to an accepted and maintained public street; the improvements required by chapter 16.20 (streets and utilities) are already in existence and available to serve each lot; each lot will meet the requirements of the city's zoning regulations without the necessity for a variance; no variance has been granted within the three previous years to any lot; and, no part of the subdivision has been approved within three years prior to the date of the submission of the minor subdivision plat;*
4. *The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into not more than two lots and the lots created by the split comply with the applicable dimensional requirements of the city's zoning regulations."*

This request complies with three of the four above criteria (compliant criteria shown in italics) and is therefore eligible for a minor subdivision review.

#### **SUBDIVISION DESIGN STANDARDS**

The subdivision design standards of property in Louisville are regulated by Title 16 of the Louisville Municipal Code. Since this is a minor subdivision request with no public right-of-way or public easements, staff reviewed the application against the criteria established in Sections 16.16.010 (General design and construction standards) and 16.16.060 (Lots).

#### **Section 16.16.010 – General design and construction standards**

This section of the code applies **seven general design criteria** regarding the compatibility and functionality of the site. Criterion A, "*Subdivision design must conform to the purposes of this title and be consistent with the city's comprehensive plan*", and criterion C, "*The layout of lots, blocks, and buildings and other structures must provide desirable settings for buildings and other structures, make appropriate use of natural contours, protect the view, provide for adequate light and air, and afford privacy and protection from adverse noise and traffic for the residents and neighbors*" are the only criterion directly applicable to a minor subdivision where no public right-of-way or easements are involved.

The 2013 Comprehensive Plan identifies this area of the City as "*Urban Neighborhood*" which is consistent with the City zoning code (Section 17.12.010) definition of the Residential Low (RL) Density – "*The residential low density R-L district is comprised of typical urban density single-family residential areas.*"

Because the proposed lot size conforms to the R-L requirements, staff believes it is consistent with the spirit and intent of the Comprehensive Plan. Because the layout of the proposed lots is similar to the surrounding lots, staff believes it satisfies criterion C.

**Section 16.16.060 - Lots**

Lot requirements are as follows:

- A. Lots shall meet all applicable zoning requirements.
- B. Each lot shall have vehicular access to a public street.
- C. The maximum depth of all residential lots shall not exceed 2½ times the width thereof. For all other lots, the depth shall not exceed three times the width.
- D. The minimum lot frontage, as measured along the front lot lines shall be 50 feet, except for lots abutting a cul-de-sac, in which case such lot frontage may be reduced to 35 feet.
- E. Double-frontage, reverse-frontage, and reverse-corner lots shall be prohibited except where essential to provide separation from arterial streets or from incompatible land uses. A planting screen easement of at least ten feet in width, across which there shall be no vehicular right of access, may be required along the lot line of lots abutting such traffic artery or other incompatible use.
- F. Side lot lines shall be substantially at right angles or radial to street lines.
- G. The minimum average lot area for subdivisions of land within an SF-R zone district shall be 2½ acres; the minimum average lot size for subdivisions of land within an R-RR zone district shall be five acres.

The proposed minor subdivision complies with all of the above criteria.

**FISCAL IMPACT**

No significant fiscal impact will result from approving this request.

**PLANNING COMMISSION ACTION:**

The Planning Commission held a public hearing on the application on January 14, 2016. The Planning Commission concluded this subdivision would allow for two lots that will be more compatible with the neighborhood. One member of the public spoke at the hearing with a concern about what the future residential structure would look like and potential traffic impacts. The Planning Commission voted 7-0 to recommend the City Council approve the application, without condition.

**RECOMMENDATION:**

Staff recommends City Council approve the replat request for 1104 Garfield Avenue by approving Resolution No. 9, Series 2016.

**ATTACHMENT(S):**

- 1. Resolution No. 9, Series 2016
- 2. Application documents
- 3. Final Plat
- 4. Planning Commission Minutes
- 5. PowerPoint

**RESOLUTION NO. 9  
SERIES 2016**

**A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 20,569 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 1104 GARFIELD AVENUE, LOT 102, PARKWOOD MINOR SUBDIVISION**

**WHEREAS**, there has been submitted to the Louisville City Council an application for approval of a replat to subdivide a single 20,569 SF lot into two separate lots in the Residential Low (RL) zone district, located at 1104 Garfield Avenue, Lot 102, Parkwood Minor Subdivision; and

**WHEREAS**, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code Chapters 16.12.110 and 17.12.050; and

**WHEREAS**, after a duly noticed public hearing on January 14, 2016, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 14, 2016, the Planning Commission forwarded a recommendation of approval to the City Council for the replat of 1104 Garfield Avenue without condition.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Louisville, Colorado does hereby approve a replat to subdivide a single 20,569 SF lot into two separate lots in the Residential Low (RL) zone district, located at 1104 Garfield Avenue, Lot 102, Parkwood Minor Subdivision, without condition.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of February, 2016

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk

**LAND USE APPLICATION**

**CASE NO.** \_\_\_\_\_

**APPLICANT INFORMATION**

Firm: Cyla Simon Realty LLC  
 Contact: Eliot Marshall  
 Address: 1019 Topaz St  
Superior CO 80027  
 Mailing Address: 1019 Topaz St  
Superior CO 80027  
 Telephone: 303-709-4545  
 Fax: 303-938-0422  
 Email: oshea780@netscape.net

**OWNER INFORMATION**

Firm: Cyla Simon Realty LLC  
 Contact: Eliot Marshall  
 Address: 1019 Topaz St  
Superior CO 80027  
 Mailing Address: 1019 Topaz St  
Superior CO 80027  
 Telephone: 303-709-4545  
 Fax: 303-938-0422  
 Email: oshea780@netscape.net

**REPRESENTATIVE INFORMATION**

Firm: NV5  
 Contact: Joni Fournier  
 Address: 2650 18th St. Suite 202  
Denver, CO 80211  
 Mailing Address: 1427 Mapleton Ave Apt D  
Boulder, CO 80304  
 Telephone: 617-899-9422  
 Fax: \_\_\_\_\_  
 Email: joni.fournier@nv5.com

**PROPERTY INFORMATION**

Common Address: 1104 Garfield Ave  
 Legal Description: Lot 102 Parkwood Blk  
 Subdivision Parkwood  
 Area: 19,637 Sq. Ft.

**TYPE (S) OF APPLICATION**

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: \_\_\_\_\_
- CMRS Facility: \_\_\_\_\_
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

**PROJECT INFORMATION**

Summary: Subdivision of  
lot 102 into two  
lots -

Current zoning: RL Proposed zoning: RL

**SIGNATURES & DATE**

Applicant: \_\_\_\_\_  
 Print: Eliot Marshall  
 Owner: \_\_\_\_\_  
 Print: Eliot Marshall  
 Representative: Joni E Fournier  
 Print: Joni Fournier

**CITY STAFF USE ONLY**

- Fee paid: \_\_\_\_\_
- Check number: \_\_\_\_\_
- Date Received: \_\_\_\_\_

## CYLA SIMON REALTY, LLC

1019 TOPAZ ST. SUPERIOR, CO 80027

10/7/2015

c/o Eliot Marshall  
CYLA SIMON REALTY, LLC  
1019 Topaz St. Superior, CO 80027

Mr. Scott Robinson  
City of Louisville  
749 Main Street  
Louisville, CO 80027

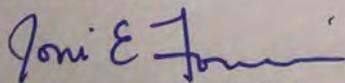
**Dear Mr. Robinson,**

We are applying for a minor subdivision plat of 1104 Garfield Ave. (lot 102). The existing property is approximately 20,569sf (0.47acres +/-). The proposed subdivision would divide the existing property into two properties as follows: property with existing dwelling to be roughly 11,035sf/0.25acres, and the new property would then be roughly 9,534sf/0.22acres. The new interior property line is set to follow the required 25ft rear setback from the North East corner of the existing dwelling. The existing house would then be located entirely on new north-west lot.

The above proposed property meets the current Municipal Code 16.12.110.C as it meets the following: the proposed subdivision contains solely residential use and is not more than four dwelling units, the subdivision will result in no more than two lots, with each lot being adjacent to and has access to accepted and maintained public streets, the subdivision is also part of a previously created final subdivision and will meet the city's current zoning regulations.

As per the City's current RL Zone District Section 17.12.040 of the LMC, the new minor subdivision will have a lot area greater than 7,000sf as well as meet the other dimensional requirements as set forth in Section 17.12.040.

Please accept this application for a minor subdivision plat of 1104 Garfield Ave. and do not hesitate to call myself or Eliot Marshall if you are to have any questions or concerns.



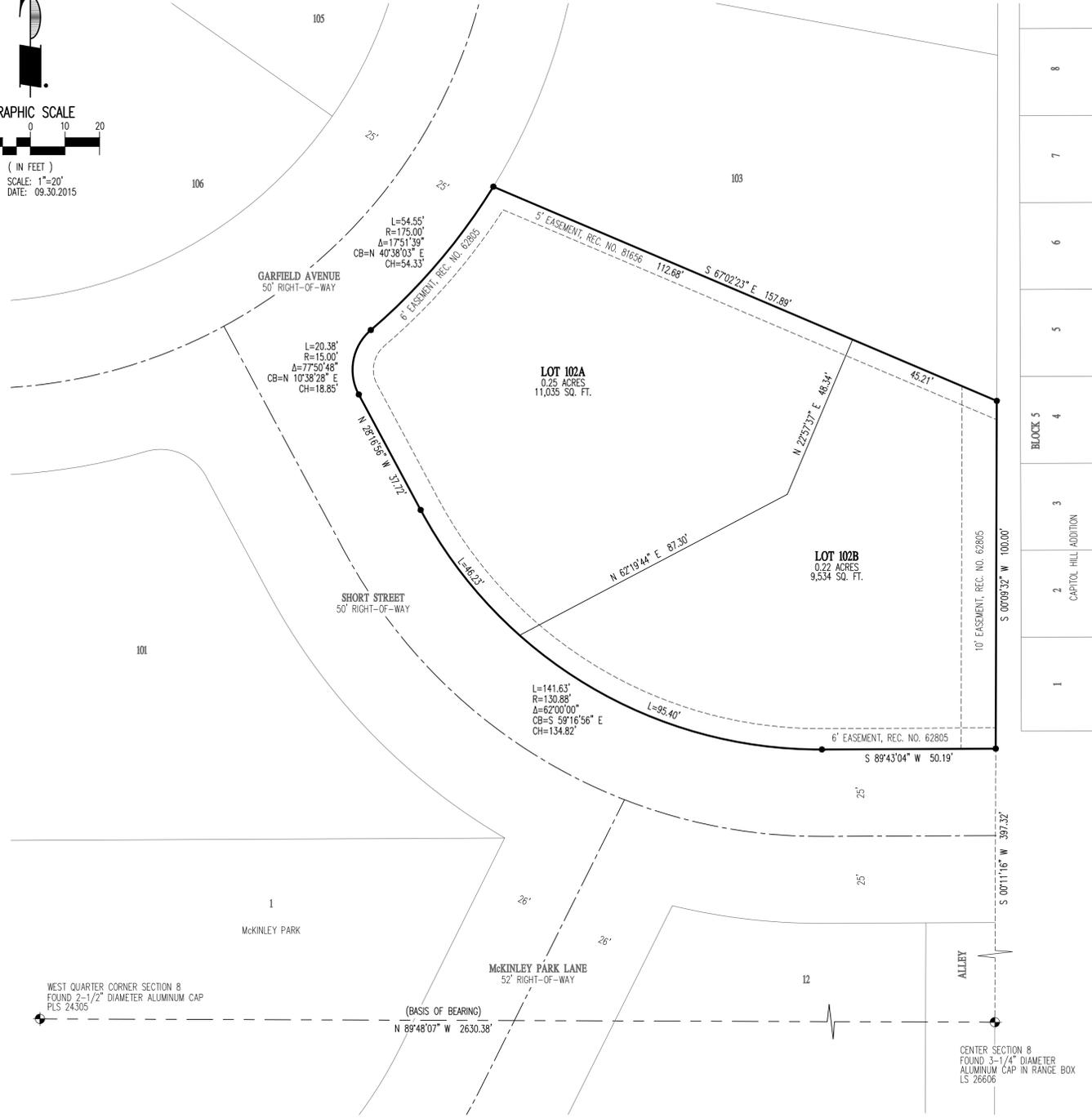
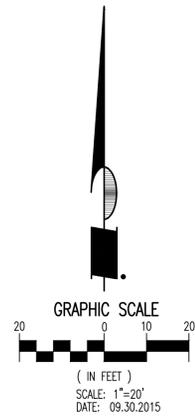
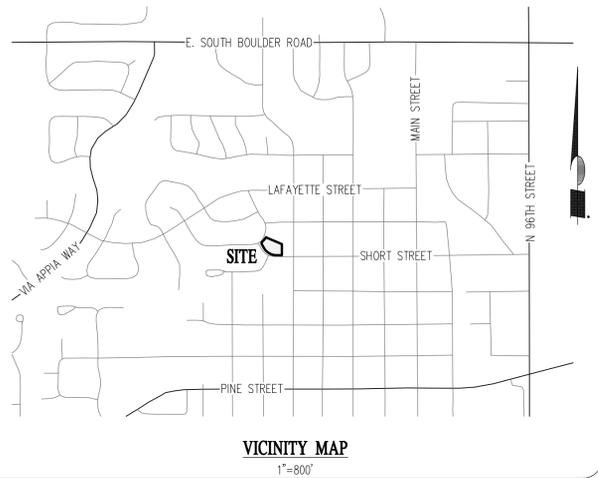
Joni E. Fournier, CCM

[Joni.fournier@nv5.com](mailto:Joni.fournier@nv5.com)

617-899-9422

c/o Eliot Marshall

**PARKWOOD MINOR SUBDIVISION**  
**A REPLAT OF LOT 102, PARKWOOD SUBDIVISION LOCATED IN THE NORTHWEST QUARTER**  
**OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN**  
**CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO**  
**SHEET 1 OF 1**



**NOTES:**

- BEARINGS ARE BASED UPON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WITH THE CENTER OF SECTION BEING A FOUND IN PLACE 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX, LS 26606 AND THE WEST QUARTER CORNER BEING A FOUND IN PLACE 2-1/2" DIAMETER ALUMINUM CAP, PLS 24305, ASSUMING TO BEAR N 89°48'07" W.
- ALL DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET, ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.
- C.C.S. CONSULTANTS, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- ACREAGE IS BASED UPON THE PERIMETER BOUNDARY DIMENSIONS AS SHOWN ON THIS SURVEY.
- PER MUNICIPAL CODE, EACH PREMISE REQUIRES SEPARATE WATER AND SANITARY SEWER SERVICE. UPON THE SALE OF EITHER LOT, THE MUNICIPAL WATER AND SANITARY SEWER SERVICE LINES SHALL BE MODIFIED TO MEET REGULATIONS.
- = SET NO. 4 REBAR, 18" LONG WITH 1" RED PLASTIC CAP, PLS 26296.
- THIS SITE IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FLOOD INSURANCE RATE MAP, BOULDER COUNTY, COLORADO, MAP NUMBER: 0801300582A, MAP REVISED: DECEMBER 18, 2012.

**SURVEYOR'S CERTIFICATE:**

I, NOEL L. POTTER, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY OF PARKWOOD MINOR SUBDIVISION WAS MADE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, WAS PREPARED UNDER MY RESPONSIBLE CHARGE BASED ON A FIELD SURVEY PERFORMED ON SEPTEMBER 10, 2015, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF IS AN ACCURATE REPRESENTATION OF THAT FIELD SURVEY. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SURVEY THEREOF.

**PROGRESS PRINT FOR REVIEW**

NOEL L. POTTER, PROFESSIONAL LAND SURVEYOR  
 COLORADO P.L.S. NO. 26296  
 FOR AND ON BEHALF OF C.C.S. CONSULTANTS, INC.

**DESCRIPTION:**

KNOWN ALL PERSONS BY THE PRESENTS, THAT CYLA SIMON REALTY, LLC, BEING THE SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN BOULDER COUNTY, COLORADO, AND LYING WITHIN PARKWOOD, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 102, PARKWOOD

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME INTO LOTS, AS SHOWN HEREON AND DESIGNATED AS PARKWOOD MINOR SUBDIVISION, A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERETO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.

BY: \_\_\_\_\_  
CYLA SIMON REALTY, LLC

**ACKNOWLEDGEMENT:**

COUNTY OF BOULDER )  
 ) SS  
 STATE OF COLORADO )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., BY \_\_\_\_\_ AS OWNER.

WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_  
 \_\_\_\_\_ NOTARY PUBLIC

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.  
 RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

**CITY COUNCIL CERTIFICATE:**

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.  
 RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

**CLERK AND RECORDER'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_ O'CLOCK \_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND IS RECORDED IN PLAN FILE \_\_\_\_.  
 FEE: \_\_\_\_\_ PAID.  
 \_\_\_\_\_ FILM NO.  
 \_\_\_\_\_ RECEPTION.

BY: \_\_\_\_\_  
 CLERK AND RECORDER  
 COUNTY OF BOULDER  
 STATE OF COLORADO

BY: \_\_\_\_\_  
 DEPUTY

**C.C.S. CONSULTANTS, INC.**  
 4860 Robb Street, Suite 206  
 Wheat Ridge, CO 80033  
 Phone: 303.403.4706  
 2893 N. Monroe Avenue  
 Loveland, CO 80538  
 Phone: 970.635.3031

- **1104 Garfield Minor Subdivision: Resolution 3, Series 2016.** A resolution recommending approval of a replat to subdivide a single 20,569 sf lot into two separate lots in the residential low (RL) zone district, located at 1104 Garfield Avenue, Lot 102, Parkwood Minor Subdivision.

- Applicant/Owner: Cyla Simon Realty LLC
- Representative: Joni Fournier
- Staff member: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:

None.

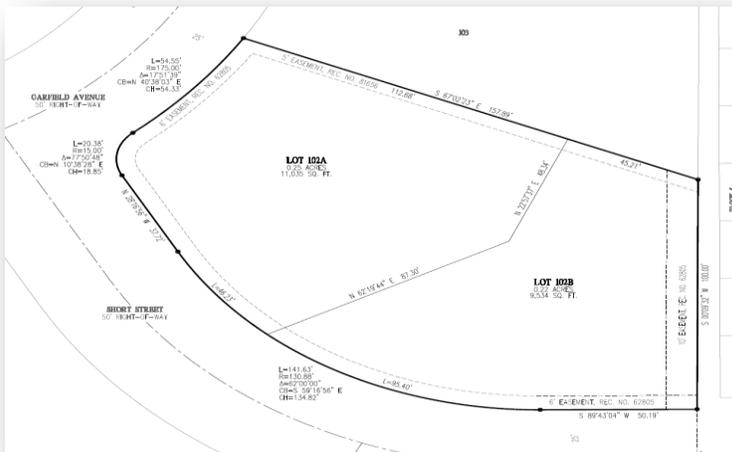
Public Notice Certification:

Published in the Boulder Daily Camera on December 27, 2015. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on December 23, 2015.

Staff Report of Facts and Issues:

**Troy Russ** presented from Power Point:

- Located on northeast corner of Garfield Street and Short Street and zoned Residential Low (RL).
- 20,569 sf lot which is large for the subdivision.
- Existing 1,763 sf house and 450 sf attached garage, 352 sf deck, and 566 sf patio.
- 3,131 sf total lot coverage of existing structures.
- Applicant would retain original structures which are all on Lot 102A.
- PROPOSAL: Lot 102A would be 11,035 sf and the structures would cover 28%. 30% is permitted in the underlying zoning district. Lot 102B would become a vacant lot eligible for development.



- Minimum Lot Area in RL is 7,000 sf with 30% lot coverage.
  - Lot 102A would be 11,035 sf and allow 3,301 sf lot coverage.
  - Lot 102B would be 9,534 sf and allow 2,860 sf lot coverage
- Neighborhood lot size average is 8,600 sf.
- New lots would be compatible with neighborhood.
- Subdivision would create additional dwelling unit.
- Complies with 2013 Comprehensive Plan for this area.

- No waiver requests.

Staff Recommendations:

Staff recommends Planning Commission move to approve 1104 Garfield Minor Subdivision: Resolution No. 3, Series 2016, a resolution recommending approval of a replat to subdivide a single 20,569 sf lot into two separate lots in the Residential Low (RL) zone district, located at 1104 Garfield Avenue, Lot 102, Parkwood Minor Subdivision, with no conditions.

Commission Questions of Staff:

**Hsu** asks why initially this was such a big lot, and not two lots originally?

**Robinson** says there was an old City water line that ran through the back yard causing a large easement. It was abandoned by the City several years ago and the easement was vacated.

Applicant Presentation:

**Renee O'Shea**, 1019 Topaz Street, Superior, CO

**Joni E. Fournier**, 1427 Mapleton Avenue, Apt D, Boulder, CO

No presentation.

Commission Questions of Applicant:

None.

Public Comment:

**George Harrach**, 294 Short Place, Louisville, CO

I have three concerns.

1. Any dwelling built at 102B Garfield Street should match the characteristics of the current dwellings.
2. Traffic patterns in the area. Currently, people have a tendency to not stop at the stop sign at the corner of that lot, coming out at Short and Garfield. The stop sign is no longer visible. People also do not stop at the sign at McKinley. This is a concern with children in the area. Will any of the traffic flow be changed if a dwelling is constructed there?
3. Will there be any mitigation to remove the current wildlife that lives there? The wildlife could move to properties adjacent to the lot.

**Moline** says you hope the new dwelling will fit into the character of the neighborhood.

**Harrach** says if a dwelling is built, the dwelling should not be something built in Old Town Louisville such as large, columned houses that take up a large amount of the property. A dwelling should be similar to houses in the Parkwood area. Most of them are single story homes with some tri-levels.

**Brauneis** asks what kind of animals is living on this property?

**Harrach** says a large number of raccoons. At night, they leave the property, go down the alley, head down Short Street, and sometimes head down Lincoln Street. A lot of neighbors do not appreciate them.

**Brauneis** says the PC does not have say over the architectural characteristics of a home. That will be discussed as an applicant goes forward. The traffic concern should be mentioned to the Police Department.

Email entered into record: Email from Ken Wilson, 261 Short Place, Louisville, CO entered into record. Motion made by **Tengler**, seconded by **Brauneis**, passed by voice vote.

Summary and request by Staff and Applicant:

Staff recommends approval of 1104 Garfield Minor Subdivision: Resolution 3, Series 2016. A resolution recommending approval of a replat to subdivide a single 20,569 sf lot into two separate lots in the residential low (RL) zone district, located at 1104 Garfield Avenue, Lot 102, Parkwood Minor Subdivision.

Closed Public Hearing and discussion by Commission:

**Moline** in support. This is a lot with no waivers proposed and will fit into the subdivision. I am confident the building constructed will meet the zoning requirements for this lot and will go through the proper building permitting process.

**Brauneis** in support. In an ideal world, everyone could afford double wide lots in perpetuity. The reality is that a time comes when property owners have the right to request subdivision.

**Tengler** in support. The split lots will be consistent in terms of size with those in the surrounding area. The traffic safety question is legitimate but I don't believe this will impact it significantly. Traffic seems like a broader concern than one new residence. I think it will be in character with the rest of the neighborhood.

**Hsu** in support.

**O'Connell** in support. Based on what we saw tonight, it seems this is actually turning a lot that is incompatible to something that is more compatible.

**Rice** in support. Looking at the data and comparing the size of the two resulting lots, they are very much in character with the neighborhood. In fact, one of the lots will still be one of the larger lots in the neighborhood. In regard to the size of the home to be built, the footprint of the structure is a matter of code and they will be limited by the code strictly. This is a good proposal.

**Pritchard** in support. It will be a good addition to the neighborhood. It takes an extremely large lot and makes it more practical for the neighborhood.

Motion made by **Brauneis** to approve 1104 Garfield Minor Subdivision: Resolution No. 3, Series 2016, seconded by **O'Connell**. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Ann O'Connell	Yes
Jeff Moline	Yes
Steve Brauneis	Yes
Tom Rice	Yes
David Hsu	Yes
Motion passed/failed:	Pass

Motion passes 7-0.

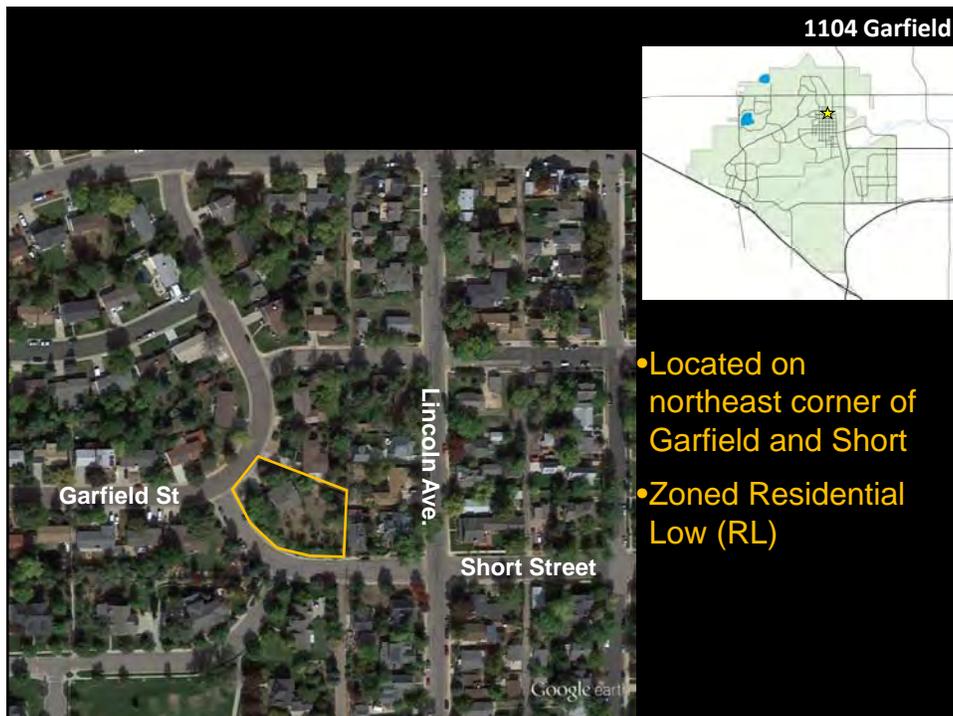
City Council– Public Hearing

## 1104 Garfield – Minor Subdivision

Resolution No. 9, Series 2016

A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 20,569 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 1104 GARFIELD AVENUE, LOT 102, PARKWOOD MINOR SUBDIVISION

Prepared by:  
Dept. of Planning & Building Safety



**1104 Garfield**



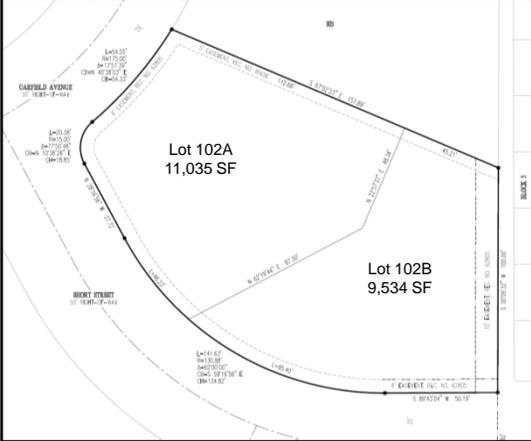

- 20,569 SF lot
- Existing 1,763 SF house and 450 SF attached garage
- 352 SF deck
- 566 SF patio
- 3,131 SF total

**1104 Garfield**




- Would retain structures:
- All on Lot 102A
- 102A would be 11,035 SF
- Structures would cover 28%
- 30% permitted

1104 Garfield



- Minimum Lot Area in RL is 7,000 SF with 30% lot coverage
- Lot 102A would be 11,035 SF and allow 3,301 SF coverage
- Lot 102B would be 9,534 SF and allow 2,860 SF coverage

1104 Garfield



- Neighborhood average is 8,600 SF
- New lots would be compatible with neighborhood
- Subdivision would create additional dwelling unit
- Complies with 2013 Comprehensive Plan for this area
- No waiver requests

Planning Commission unanimously recommended approval of the minor subdivision request.

Staff recommends City Council approve Resolution No. 9, Series 2016, a resolution approving a replat to subdivide a single 20,569 SF lot into two separate lots in the Residential Low (RL) zone district, located at 1104 Garfield Avenue, Lot 102, Parkwood Minor Subdivision, with no conditions.

**SUBJECT:** RESOLUTION NO. 10, SERIES 2016 – A RESOLUTION APPROVING AN AMENDMENT TO THE LOUISVILLE PSYCHIATRIC HOSPITAL PUD TO ALLOW FOR A 12,560 SF ADDITION TO THE EXISTING HOSPITAL AND PARKING EXPANSION.

**DATE:** FEBRUARY 16, 2016

**PRESENTED BY:** LAUREN TRICE, PLANNER I



**BACKGROUND:**

The applicant, Boulder Associates, Inc., is requesting an amendment to an existing final planned unit development (PUD) to allow for a 12,560 SF addition and parking lot expansion to the existing Centennial Peaks Hospital, a 72-bed inpatient facility. The subject property is located on the northwest corner of South 88th Street and Health Park Drive and is immediately east of Avista Adventist Hospital. Across South 88th Street from the property is a senior living center, office complex and the Monarch Campus.

The property is zoned Planned Community Zone District–Commercial (PCZD-C) and is within the Avista Adventist General Development Plan, approved by City Council on August 18th, 1998 with Resolution No. 45, Series 1998. The Louisville Psychiatric

Hospital (Health Park Filing 5, Lot 1) Planned Unit Development (PUD) was approved by City Council on September 8, 1987 with Resolution No. 27, Series 1987. The PUD was amended through an administrative process on January 10, 2012 to allow for the height of the rear fence to extend to 10 feet.

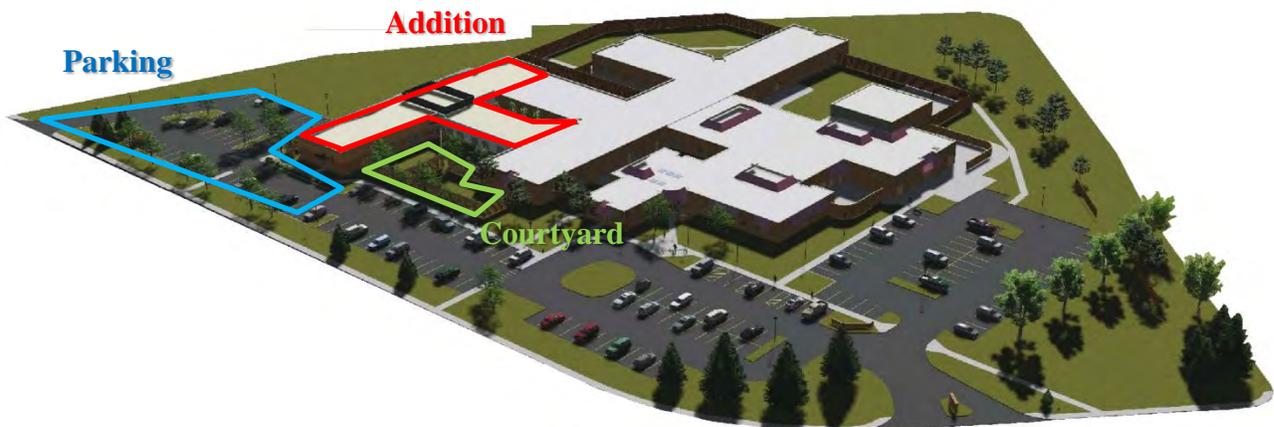
**REQUEST**

The applicant is requesting a PUD amendment to allow for:

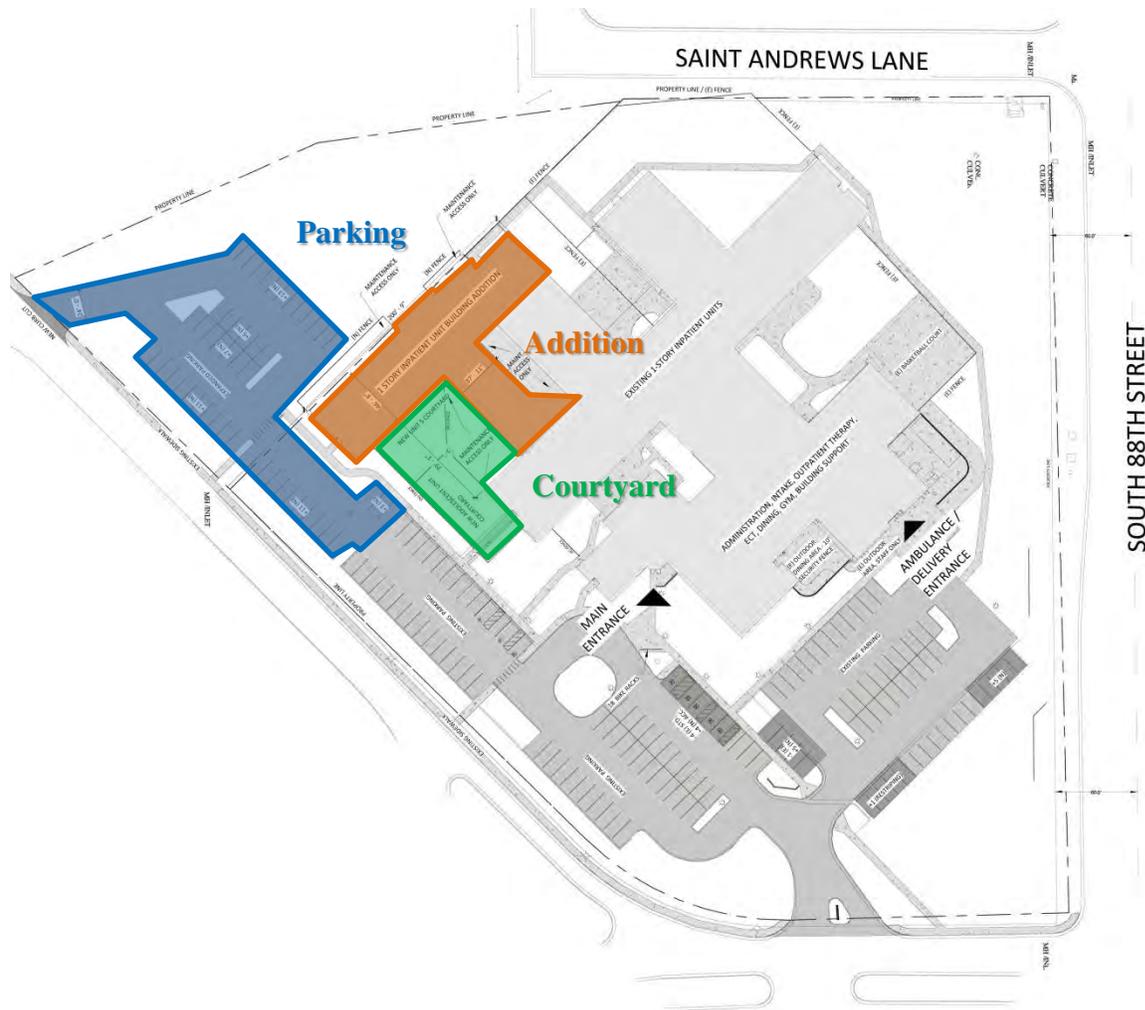
- Addition of 12,560 SF to the northeast corner of the existing structure
- Creation of a courtyard for patients
- Expansion of parking area to the north



*Centennial Peaks Hospital – Current*



*Centennial Peaks Hospital - Proposed*



*Centennial Peaks Hospital – Proposed Site Plan*

**STAFF ANALYSIS**

Site Plan

The major change to the existing site plan would be the requested 12,560 SF addition and expanded parking area. The change would not remove any of the existing structure and the majority of addition would fit within the existing fence line. The proposed site plan also includes a fenced patient courtyard.

**SUBJECT: RESOLUTION NO. 10, SERIES 2016**

**DATE: FEBRUARY 16, 2016**

**PAGE 4 OF 7**

The existing fence was extended to 10 feet in height in 2012 for security purposes. The proposed site plan, fence and security plan have been reviewed by the Police Department.

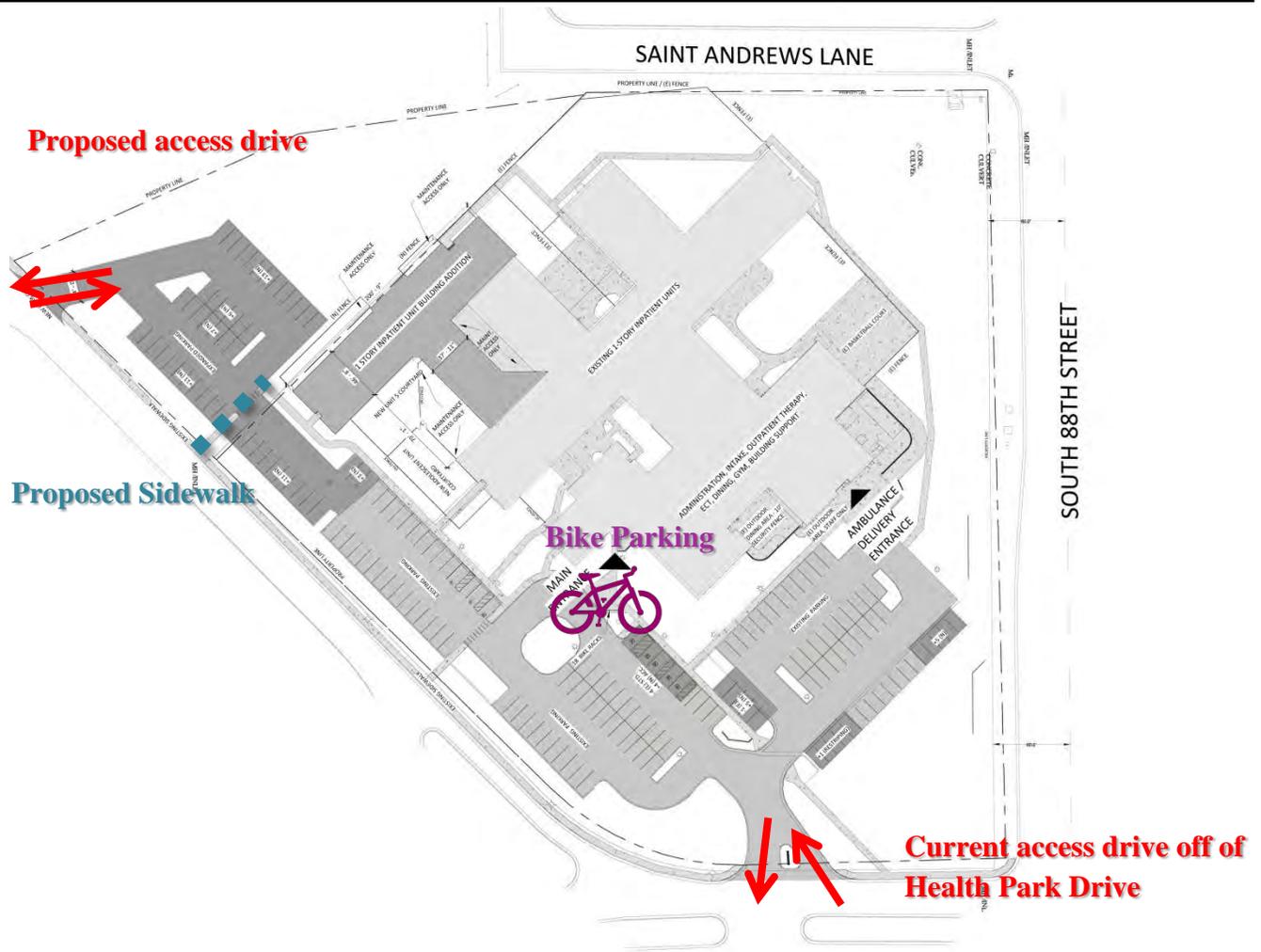
*Circulation and Parking*

The site will continue to be accessed off of Health Park Drive with a proposed secondary entrance further north on Health Park Drive.

The property currently has 109 standard parking spaces, five accessible parking spaces, and three bike parking spaces. The proposal includes removing seven standard parking spaces, adding 62 standard parking spaces, and adding four accessible parking spaces.

The Louisville Municipal Code requires three parking spaces per two beds. The proposed building would have 104 beds and, therefore, require 156 parking spaces  $((104 \times 3) / 2)$ . The proposal exceeds the parking requirement by 24 spaces, providing a total of 180 parking spaces. The applicant has provided a parking analysis to justify the increase in parking spaces.

The Louisville Municipal Code requires one bike parking space for every 10 automobile parking spaces. The proposal includes the 18 bike parking spaces near the main entrance.



*Centennial Peaks Hospital – Proposed Site Plan*

An additional sidewalk would be added to cross the proposed parking expansion. A small portion of the existing public sidewalks would be cut off by the proposed patient courtyard.

The Public Works Department has reviewed the proposed modifications to the PUD and believes the modifications would not adversely affect the current drainage or circulation routes. Public Works has requested minor changes to the site plan in the attached memo.

The Louisville Fire Protection District has reviewed the site plan and believes the proposed site is designed appropriately for their service needs.

Landscaping

The proposal includes removing some existing landscaping in order to expand the building and parking. The proposed site plan includes creating a landscaped courtyard for patients as well as continuing landscaping throughout the expanded parking lot, consistent with the surrounding area.

According to the CDDSG, the minimum amount of open space for ALL commercial developments is 30% of the site, or 65,357.4 SF (for this specific site). The applicant has proposed total site coverage of 186,884 SF or 57%. Even with the addition, the project far exceeds the minimum amount of landscaped area.

Building Architecture

The proposed 12,560 SF addition picks up on design elements of the existing structure while creating its own character. The proposed addition is made up of three bands of stucco and a brick knee wall. The materials blend with the overall design of the Avista campus. The proposed addition would be the same height as the existing structure but the top of the parapet would be 17' 7", which would be two feet higher than the existing structure. The mechanical screen, which is setback, is proposed to extend to 21' 3". The windows on the new patient rooms would be larger than the existing structure. The majority of the addition would be located behind a 10 foot tall privacy fence.

The applicant has met the architectural requirements of the CDDSG.

Signs

The proposal does not include any additional signs.

Neighborhood Impact

The proposed building addition and parking area have been designed to have a minimal impact on the surrounding properties. The majority of the proposed addition would be within the existing fence, therefore limiting the neighborhood impact. The applicant has conducted research and expanded the parking to further alleviate concerns from adjacent properties.

**PUBLIC COMMENT**

The applicant conducted a neighborhood meeting on January 6, 2016. Staff posted the property and mailed a public notice to all properties owners within 500-feet of 100 Health Park Drive. No comments have been received as of the publishing of this report.

**PLANNING COMMISSION ACTION:**

The Planning Commission reviewed the proposal at its January 14, 2016 meeting and unanimously recommended approval with the condition that Public Works comments be addressed prior to building permit. The draft minutes of the hearing are attached.

One public comment was heard during the meeting expressing concerns about traffic at the intersection of S. 88<sup>th</sup> Street and Campus Drive/Health Park Drive. The member of

**SUBJECT: RESOLUTION NO. 10, SERIES 2016**

**DATE: FEBRUARY 16, 2016**

**PAGE 7 OF 7**

the public requested a traffic study. Staff responded to the public comments by stating the intersection was studied in 2015 and the proposed Centennial Peaks expansion will have minimal impact on the intersection.

**FISCAL IMPACT:**

No significant fiscal impact would result from approving this request.

**STAFF RECOMMENDATION**

Staff recommends City Council approve Resolution No. 10, Series 2016 approving an amendment to the Louisville Psychiatric Hospital PUD to allow for a 12,560 SF addition to the existing hospital and parking expansion with the following conditions:

1. The applicant must make the changes stated in the memo from Public Works, dated January 4, 2016, prior to Building Permit.

**ATTACHMENTS:**

1. Resolution No. 10, Series 2016
2. Planning Commission Resolution No. 2, Series 2016
3. Planning Commission Minutes
4. Application
5. Letter
6. PUD Amendment
7. Survey
8. Parking Analysis
9. Louisville Psychiatric Hospital PUD
10. Centennial Hospital GDP
11. Memo from Public Works Dated 1/4/2016

**RESOLUTION NO. 10  
SERIES 2016**

**A RESOLUTION APPROVING AN AMENDMENT TO THE LOUISVILLE PSYCHIATRIC  
HOSPITAL PUD TO ALLOW FOR A 12,560 SF ADDITION TO THE EXISTING  
HOSPITAL AND PARKING EXPANSION.**

**WHEREAS**, there has been submitted to the Louisville City Council an application for approval of an amendment to an existing final planned unit development (PUD) plan to allow for a 12,560 SF addition to the existing hospital and parking expansion; and

**WHEREAS**, the City Staff has reviewed the information submitted and found that, subject to conditions, the application complies with the Louisville zoning and subdivision regulations and other applicable sections of the Louisville Municipal Code; and

**WHEREAS**, after a duly noticed public hearing on January 14, 2016, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 14, 2016, the Planning Commission recommends approval of the PUD Amendment to the City Council with one condition and the condition has been met; and

**WHEREAS**, City Council has reviewed the application, including the recommendation of the Planning Commission, and finds that it complies with Chapter 17.28.210 of the Louisville Municipal Code;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Louisville, Colorado does hereby recommend approval Resolution 10, Series 2016, a resolution approving an amendment of an amendment to the Louisville Psychiatric Hospital PUD to allow for a 12,560 SF addition to the existing hospital and parking expansion, with the following condition:

1. The applicant must make the changes stated in the memo from Public Works, dated January 4, 2016, prior to publication of February 16, 2016 City Council packet.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of February, 2016.

By: \_\_\_\_\_  
Robert P. Muckle, Mayor  
City of Louisville, Colorado

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk  
City of Louisville, Colorado

**RESOLUTION NO. 2  
SERIES 2016**

**A RESOLUTION APPROVING AN AMENDMENT TO THE LOUISVILLE  
PSYCHIATRIC HOSPITAL PUD TO ALLOW FOR A 12,560 SF ADDITION TO THE  
EXISTING HOSPITAL AND PARKING EXPANSION.**

**WHEREAS**, there has been submitted to the Louisville Planning Commission an application for approval of an amendment to an existing final planned unit development (PUD) plan to allow for a 12,560 SF addition to the existing hospital and parking expansion; and

**WHEREAS**, the City Staff has reviewed the information submitted and found that, subject to conditions, the application complies with the Louisville zoning and subdivision regulations and other applicable sections of the Louisville Municipal Code; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on the application on January 14, 2016 where evidence and testimony were entered into the record, including without limitation the findings in the Louisville Planning Commission Staff Reports dated January 14, 2016; and

**WHEREAS**, based on the evidence and testimony in the record, the Planning Commission finds that the application complies with the Louisville zoning and subdivision regulations and other applicable sections of the Louisville Municipal Code and should be approved, with conditions;

**NOW THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an amendment to the Louisville Psychiatric Hospital PUD to allow for a 12,560 SF addition to the existing hospital and parking expansion, with the following condition:

1. The applicant must make the changes stated in the memo from Public Works, dated January 4, 2016, prior to publication of February 16, 2016 City Council packet.

**PASSED AND ADOPTED** this \_\_\_ day of January, 2016.

By: \_\_\_\_\_  
Chris Pritchard, Chairman  
Planning Commission

Attest: \_\_\_\_\_  
Ann O'Connell, Secretary  
Planning Commission

# **Planning Commission**

## **Meeting Minutes**

**January 14, 2016**  
**City Hall, Council Chambers**  
**749 Main Street**  
**6:30 PM**

**Call to Order:** Pritchard called the meeting to order at 6:30 P.M.

**Roll Call** was taken and the following members were present:

Commission Members Present: Chris Pritchard, Chairman  
Cary Tengler, Vice Chairman  
Ann O'Connell, Secretary  
Steve Brauneis  
Jeff Moline  
Tom Rice  
David Hsu

Commission Members Absent: None

Staff Members Present: Troy Russ, Interim Director of Planning and  
Building Safety  
Scott Robinson, Planner II  
Lauren Trice, Planner I

- **Centennial Peaks PUD Amendment: Resolution 2, Series 2016.** A resolution approving an amendment to the Louisville Psychiatric Hospital PUD to allow for a 12,560 sf addition to the existing hospital and parking expansion.
- Applicant: Boulder Associates, Inc.
  - Owner: Avista Adventist Hospital
  - Representative: Universal Health Services, Inc.
  - Staff member: Lauren Trice, Planner I

**Conflict of Interest and Disclosure:**

**Hsu** says I live on Saint Andrews Lane which is very close to the hospital. I feel I can make an unbiased opinion on this resolution. **Pritchard** says if you feel you can give an honest, straight forward opinion, I have no problem. **Pritchard** asks Staff what is the notice measurement distance? **Trice** answers 500'.

**Public Notice Certification:**

Published in the Boulder Daily Camera on December 27, 2015. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on December 23, 2015.

**Staff Report of Facts and Issues:**

**Lauren Trice** presented from Power Point:  
LOCATION

- Property located at 100 Health Park Drive between Avista Adventist Hospital to the west and assisted living, offices, and Monarch School Campus across 88<sup>th</sup> Street to the east.
- Coal Creek Ranch neighborhood is to the north.

#### BACKGROUND

- Louisville Psychiatric Hospital PUD was approved by CC in 1987.
- PUD amended in 2012 to allow for the height of the fence to extend to 10 feet.
- Zoned Planned Community Zone District – Commercial (P-C) and is part of Avista Adventist GDP.
- Existing facility is 52,347 sf and 72-bed inpatient.

#### REQUEST

- Addition of 12,560 sf (32 beds) to the northeast corner of existing structure.
- Creation of a courtyard for patients.
- Expansion of the parking area to the north.
- Site plan and security plan have been reviewed by Police Department.
- Current Parking
  - 116 standard spaces
  - 5 accessible
  - 3 bike
- Required Parking
  - 3 spaces/2 beds
  - 156 spaces
- Proposed Parking
  - 171 standard spaces
  - 9 accessible
  - 18 bike (1bike/10 auto)
  - Minimize neighborhood impact
- Landscaping
  - 30% open space required
  - 57% open space proposed
- Circulation
  - Proposed second entrance further north
  - Additional sidewalk in proposed parking expansion
- Architecture
  - Design elements of existing structure
  - 17'7" parapet, 21'3" mechanical screen (below CDDSG requirement of 35')
  - Majority of addition behind privacy fence
  - Minimal neighborhood impact

#### Staff Recommendations:

Staff recommends Planning Commission move to approve Centennial Peaks PUD Amendment: Resolution 2, Series 2016, a resolution approving an amendment to the Louisville Psychiatric Hospital PUD to allow for a 12,560 SF addition to the existing hospital and parking expansion, with the following condition:

1. The applicant must make the changes stated in the memo from Public Works, dated January 4, 2016, prior to Building Permit.

#### Commission Questions of Staff:

None.

#### Applicant Presentation:

**Stacey Root, AIA**, Boulder Associates, 1426 Pearl Street, Suite 300, Boulder, CO  
**Elicia Bunch**, Centennial Peaks Hospital, 2255 S. 88<sup>th</sup> Street, Louisville, CO  
**Hal Hudson**, Director of Facilities, 100 Health Park Drive, Louisville, CO

**Stacey Root** presents from Power Point. We want to build away from the Coal Creek neighborhood and toward Avista. We also want to keep the addition expansion completely within the existing fence line. We were able to make that happen. The perceived enlargement of the hospital from the neighborhood's perspective is that the impact should be minimal. The fence itself will step out approximately 15'. The materials proposed are straight forward stucco and brick, which came as a suggestion from Planning Staff. They suggested we not match the existing hospital which has red brick and appears foreboding. We were interested in the idea of tying back to the Avista campus with similar materials happening across 88<sup>th</sup> Street. This building is clearly not about the architecture. It sits entirely behind a privacy fence. **Root** presents a slide of a copy of the plat filed in Louisville in 1998. The proposed expansion to the hospital in 1998 is in the exact location we are proposing tonight. It is true that the LMC requires 3 spaces per bed at 156 spaces total. Currently inside the hospital, there are 3000 sf of Outpatient service, which can account for parking overflow to Avista and a shortage of parking. Using the design handbook used in healthcare, their code calls for 202 parking spaces. We are proposing 180 spaces because it is both defensible and would meet the needs of the hospital. We are maintaining over 57% open space. We are carving some parking spaces out of the existing site. Some spaces are striped inefficiently or not at all, so we will re-stripe and make them conforming spaces. We are trying to minimize area disruption to gain spaces. Addressing the construction logistics, the intent is that no construction traffic will be happening on Saint Andrews Lane. We have worked an agreement with Avista for construction parking to occur on their site. We held a neighborhood meeting on January 6, 2016 with mailers going out on December 22, 2015. It was held in the hospital gym. We wanted to make all the homes to the north sitting outside the 500' notification radius aware of the project. We had only three attendees and we were shocked. There were 25 people from the hospital team present to explain why we hope for this expansion. The three attendees were curious about what the hospital does. We answered a lot of questions which was great, and we had way too many cheeseburgers.

**Elicia Bunch** speaks. We have been in the area for about 27 years, since 1988. We are the only freestanding psychiatric hospital in Boulder County. We are on land leased from Avista Adventist Hospital and have a strong partnership with them. We assist them with their behavior health needs and try to find appropriate services for patients in the hospital in need of behavioral health care. We have multiple community partnerships which is a big part of our reach in terms of partnering with various organizations throughout the community. We know that follow-up care and connection with additional service providers will have a strong impact on how our patients do once they are discharged back into the community. We provide complimentary care assessments which are behavioral health assessments for folks in the community who may need some kind of care. We are able, because of our relationships with providers in the community, to connect folks with services. We get quite a few calls, approximately 1000 calls per month, to our call center requesting assistance, referrals, or some kind of assessment to help assist folks with behavioral health needs. Monarch High School is across the road from us and we have a strong partnership with them. **Bunch** shows a slide that references one of those partnerships where we sponsor classroom-focused on the intent of suicide prevention. We have frequent communications with their counselors and their principal. Some of the people at our community meeting were surprised to hear that Colorado ranks 50<sup>th</sup> in the USA for the number of beds per capita. There is a huge need for behavioral health beds in this state. Colorado is 9<sup>th</sup> in suicide per capita rate. We served over 3000 patients in the last year. There is a demand for behavioral services and are frequently in a position of not being able to provide services for folks that need it. Our focus is on servicing adolescents because we know that in order for adolescents to experience success in their discharge plan and treatment follow-up, they must have family involvement. If we are unable to provide local services for adolescents that allow family participation, it is not giving the best kind of care we would like to provide. With this bed expansion, we are adding beds to potentially serve 1500-2000 patients annually. This will be a

combination of Inpatient as well as Outpatient services which is an important part of the follow-up care. One of the many pieces of community impact is additional job creation.

Commission Questions of Applicant:

**Hsu** asks with the 32 new beds, do you expect that to change the demographics of the patients coming in, whether they are long term or short term?

**Bunch** says the average length of stay is about one week. We will be providing similar services to what we currently provide. We will just be able to provide a higher volume with the emphasis of adolescent services.

**Hsu** says because I live near 88<sup>th</sup> Street, at certain times of the day, there is a lot of traffic. How will this impact traffic, especially with 75 new jobs? I assume they are not all 9-5 or 8-5. What will 88<sup>th</sup> Street look like because of this?

**Bunch** says, as you indicated, the jobs are a combination of part-time and full-time positions. We are operating 365 days a year, 24 hours a day. In terms of the impact of any one particular shift, I don't think it will be noticeable. One of the questions asked in the neighborhood meeting was with regard to the traffic related to construction. With the timing of the construction project, we hope a big bulk of high volume-related construction will occur during the summer which will help the 88<sup>th</sup> Street traffic impact.

**Root** says in our discussion with the Planning Department, we talked about the need for a traffic study. Apparently one had recently been completed for this area. Staff advised that they felt there would be insignificant impact and that it did not warrant another traffic study.

**Tengler** asks about overall length of construction process.

**Root** says it will occur in phases. The first phase is the addition itself and we anticipate beginning construction in April 2016. Complete construction finishes in November 2016.

**Tengler** asks if the applicant is okay with the four conditions stated in the letter from Public Works.

**Root** says we have no problem.

**Pritchard** asks Staff if there is a shared parking agreement between Avista and this property.

**Trice** says she does not think there is. It was not discussed in any of the meetings.

**Hal Hudson** says there is no cross parking agreement but we have been teaming closely with Centennial Peaks and will continue that in the future.

**Pritchard** asks Hudson if he is comfortable with this proposal.

**Hudson** says with the additional parking, we are very comfortable.

**Russ** says we often require a parking agreement if the applicant is not meeting the code. This applicant is exceeding the code.

**Hudson** says Avista owns the land and leases to Centennial Peaks which allows for more flexibility.

Public Comment:

**Ishan Tsay**, 975 Saint Andrews Lane, Louisville, CO

David Hsu is my husband. I have two questions. First, has the traffic flow analysis been done? I am a little confused because in the presentation, I thought it was done. Staff determined that it was not necessary. If the traffic flow analysis has been done, what were the three top concerns and how were they addressed or mitigated?

**Russ** says that the Public Works Department has been looking at the 88<sup>th</sup> Street intersection at Campus Drive for a number of years. Last spring in 2015, Joliette Woodson, Louisville Civil Engineer III, led a traffic analysis because Monarch High School considered withdrawing their bus service. The City wanted to understand the traffic operations at that intersection. In that evaluation, the concentration of the movements was "to and from" the high school during the peak morning hour, and "to and from" the hospital in the evening. Based on the capacity for the

hospital and their peak loads, Planning Staff and Public Works Staff felt there was excess capacity to meet the hospital loads, both Avista and Centennial Peaks. We did not require the hospital to do a traffic study based on the high school traffic study performed. We admit that 88<sup>th</sup> Street is stressed and it is primarily stressed at the morning peak and mid-afternoon peak associated with the high school, not with the hospital. The peak hour movements for the hospital don't align with the high school's peak concerns.

**Tsay** says in living there, the 88<sup>th</sup> Street is a one-lane main street. By my perception, I feel there is always pretty bad traffic. It was so bad, they had to put in a traffic light at Dillon and St. Andrews Lane because people who live in the subdivision have only two outlets. One outlet is onto 88<sup>th</sup> Street which is a one lane way, and the other is Dillon Road where we have the traffic light which really helps there. I am a little surprised that the traffic analysis was not done.

**Russ** says, just to be clear, a traffic analysis was done. The hours and the loads this use would generate on the demands of the intersection are not a concern to the City. The primary challenge that we agree on is there is congestion at this intersection. They are at different times to which this hospital is going to be impacting that intersection. The improvements to modify this intersection are beyond reasonable for this hospital to solve the bigger problem being caused by Monarch and the overall development in the area.

**Tsay** asks regarding construction parking, where will that be? You say it won't be on St. Andrews Lane, but where will it be?

**Root** says we worked through a construction logistics plan with GE Johnson, our general contractor. They promise that no construction traffic will happen on St. Andrews Lane including parking. All overflow parking, while the new parking lot is being built, will happen over at Avista. All construction traffic will happen on Health Park.

Summary and request by Staff and Applicant:

Staff recommends Planning Commission move to approve Centennial Peaks PUD Amendment: Resolution 2, Series 2016. A resolution approving an amendment to the Louisville Psychiatric Hospital PUD to allow for a 12,560 SF addition to the existing hospital and parking expansion, with the following condition:

1. The applicant must make the changes stated in the memo from Public Works, dated January 4, 2016, prior to Building Permit.

Closed Public Hearing and discussion by Commission:

**Rice** in support. When I read this proposal, I saw an applicant trying very hard to address concerns that people might have from a planning perspective. I think they did a good job in doing it. What is important to me is that, even with this addition, this property is showing a footprint well below what would be permitted under the guidelines.

**O'Connell** in support.

**Hsu** in support. I really appreciate the mission of Centennial Peaks. I think mental health is a very important issue and I didn't know it was so bad in Colorado since we rank 50<sup>th</sup>. I think this is a good effort. I don't want to be one of the people who say "not in my backyard." I agree with my colleagues that it looks like you went out of your way to minimize the impacts and hide it behind the fence. When I drove by after I got the notice, I couldn't really see much of the hospital at all. I appreciate the thought you put into it regarding traffic.

**Tengler** in support. It looks like there was a lot of collaboration between Avista, Centennial Peaks, and Monarch as well as the Planning Department.

**Brauneis** in support. I appreciate the 25 to 3 at the public meeting which had to feel a little funny at the time. I appreciate that you did it because it says a lot of the outreach you didn't have to do.

**Moline** in support.

**Pritchard** in support. I have been on the PC long enough to see where Avista has rolled out this property. The problems with 88<sup>th</sup> Street will be there for awhile. The catalyst will be what

happens on the Conoco-Phillips property before we can address the traffic flow concerns. The school is where it's at and that corner is a difficult one right now.

Motion made by **Brauneis** to approve Centennial Peaks PUD Amendment: Resolution No. 2, Series 2016, seconded by **Moline**. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Ann O'Connell	Yes
Jeff Moline	Yes
Steve Brauneis	Yes
Tom Rice	Yes
David Hsu	Yes
Motion passed/failed:	Pass

DRAFT

**LAND USE APPLICATION**

**CASE NO.** \_\_\_\_\_

**APPLICANT INFORMATION**

Firm: Boulder Associates, Inc.  
 Contact: Stacey Root, AIA  
 Address: 1426 Pearl St. #300  
Boulder, CO 80302  
 Mailing Address: Same  
 Telephone: 303.499.7795  
 Fax: 303.499.7767  
 Email: sroot@boulderassociates.com

**OWNER INFORMATION**

Firm: Avista Adventist Hospital  
 Contact: Hal Hudson, Director of Facilities  
 Address: 100 Health Park Drive  
Louisville, CO 80027  
 Mailing Address: Same  
 Telephone: 303.661.2492  
 Fax: 303.661.4300  
 Email: halhudson@centura.org

**REPRESENTATIVE INFORMATION**

Firm: Universal Health Services, Inc.  
 Contact: Kent Hedges, Regional Project Manager  
 Address: UHS - Corporate Office  
367 S. Gulph Road  
 Mailing Address: King of Prussia, PA 19406  
Same  
 Telephone: 512.971.6269  
 Fax: none  
 Email: Kent.Hedges@uhsinc.com

**PROPERTY INFORMATION**

Common Address: 2255 S. 88th St., Louisville 80027  
 Legal Description: Lot 1 Blk \_\_\_\_\_  
 Subdivision Health Park FLG 5 - LO  
 Area: 326,787 Sq. Ft.

**TYPE (S) OF APPLICATION**

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: \_\_\_\_\_
- CMRS Facility: \_\_\_\_\_
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

**PROJECT INFORMATION**

Summary: Centennial Peaks Behavioral Health  
Hospital is responding to an increasing community  
need to provide additional inpatient support. The  
proposed project is to add 32 beds and support  
services totaling 12,488 sf to the existing facility,  
which is 72 beds and 52,347 sf. The proposed new  
building construction sits entirely within the existing  
fence line, and the parking area expands to the  
north, but still within the leased area of Lot 1.  
 Current zoning: P-C Proposed zoning: No change

**SIGNATURES & DATE**

Applicant: [Signature] 9-25-15  
 Print: STACEY ROOT, AIA  
 Owner: [Signature]  
 Print: Dennis Baults  
 Representative: [Signature]  
 Print: W. Kent Hedges 9/25/15

**CITY STAFF USE ONLY**

- Fee paid: \_\_\_\_\_
- Check number: \_\_\_\_\_
- Date Received: \_\_\_\_\_

1 October 2015

Troy Russ  
Director of Planning and Building Safety  
City of Louisville Planning Department  
749 Main St.  
Louisville, CO 80027



RE: Centennial Peaks Hospital  
Amendment to Planned Unit Development (PUD)  
Letter of Request describing the proposed expansion

Dear Mr. Russ,

Boulder Associates Architects, representing Centennial Peaks Hospital, is submitting the attached documentation for an expansion to the existing hospital located at 2255 S. 88<sup>th</sup> St. requesting an amendment to the existing Planned Unit Development (PUD) included with this Letter of Request.

Centennial Peaks Hospital is a 72-bed inpatient behavioral health hospital located in Louisville, Colorado. The hospital specializes in the treatment of adolescents and adults struggling with a behavioral health illness. The hospital's focus is to provide the highest quality of evidence based care in the patient's community to ensure family involvement which positively impacts clinical outcomes. Centennial Peaks offers a confidential, caring environment that promotes crisis resolution, positive self-awareness and personal growth through an intensive therapeutic structure, psychiatric and crisis stabilization, customized treatment plans, 24-hour nursing care, discharge planning and much more. As a service to the community, Centennial Peaks also provides behavioral health assessments for Avista Adventist Hospital in Louisville. Centennial Peaks Hospital has proudly served the Colorado community for over 25 years.

With this PUD Amendment, Centennial Peaks Hospital is proposing an expansion of the Adolescent and Adult Inpatient Units for the purpose of responding to the community demand for behavioral health inpatient beds. This proposal requests an additional 32 beds, along with necessary patient and staff support services, to the current 72 bed facility.

Due to population growth and greater awareness, behavioral health needs continue to increase in the State of Colorado. Law enforcement and emergency departments report a significant increase in demand for behavioral health services. Avista, as well as other local emergency departments, reports holding patients in their emergency departments for extended time periods while awaiting inpatient behavioral health bed availability.

The current demand for inpatient beds is such that Centennial Peaks deflects approximately 200 patients per month from our community who are in need of immediate inpatient behavioral health care due to lack of bed availability; this is likely to increase in the coming years. Without additional bed capacity, these patients must travel throughout the state and beyond to receive services, which is a barrier to family involvement during treatment. Nationally, the State of Colorado has the fewest per capita acute behavioral health hospital beds, according to the Status of Mental Health Care in Colorado report. As the only free-standing behavioral health hospital in Boulder County, Centennial Peaks is positioned to provide necessary resources within our community to ensure that behavioral health needs are being met timely and locally whenever possible.

Boulder Associates, Inc.  
1426 Pearl Street | Suite 300 | Boulder, Colorado 80302 | 303.499.7795 | [www.boulderassociates.com](http://www.boulderassociates.com)  
BOULDER ■ SACRAMENTO ■ ORANGE COUNTY ■ SAN FRANCISCO ■ DALLAS

1. Proposed Use:
  - a. Institutional group I-2 occupancy, Type IIA construction.
  - b. Hours of operation:
    - i. The facility will be operational 24 hours a day 7 days a week.
  - c. Parking requirements –
    - i. Based on 17.20.010 (C2) of the Municipal Code, for hospitals, 3 spaces per 2 beds is required. Total Number of Parking Spaces Required: 156.
    - ii. For further justification of our proposed parking count, see also attachment to this letter: Comparative Parking Analysis at UHS Behavioral Health Facilities.
    - iii. CPH has negotiated for temporary construction parking at Avista Adventist Hospital.
  
2. Design Standards:
  - a. Security Fencing
    - i. Existing 10'-0" fencing will remain in place except at the addition. The design of all new fencing will complement the existing and must be approved by City of Louisville and Avista Adventist Hospital if different from existing.
  - b. Building Exterior Design: The proposed architectural design of the addition is consistent with the City of Louisville Commercial Development Design Standards and Guidelines (June 17, 1997). Primary materials include brick and stucco. Though most of the addition will be surrounded by fencing, it is important that it still relates to the existing hospital without copying more of the same (as requested by the Planning Department at our pre-application meeting). New patient room windows are larger than the existing ones, with an added level of detail. We propose a brick sill at both the connection and the new unit; the sill at the connection would be a blended pattern that recalls the existing, and the sill at the new unit would be a more uniform color matching one of the lighter colors in the blend. The three proposed preliminary stucco colors are intended to create a band of architectural interest while still blending with all of the buildings on the overall Avista campus.
  
3. Development Schedule:
  - a. The proposed timeline is as follows:
 

i. Submit application packet for PUD Amendment	October 1, 2015
ii. Planning Commission Public Hearing	January 7, 2016
iii. City Council Public Hearing	February 16, 2016
iv. Construction Mobilization	April, 2016
v. First Patient Day at New Addition	November, 2016
  
4. We have included or addressed herein the following documents for your review based on Amendment to PUD submittal requirements outlined in the City of Louisville Public Hearing Application Packet:
  - a. Land Use Application Form – *attached*.
  - b. Letter of Request Describing Proposed Use – *this letter*.
  - c. Proof of ownership Copy of Deed with Legal Description – *attached*.
  - d. Application Fee – *attached*.
  - e. List of property owners' addresses within a 500 foot radius of the project – *attached*.
  - f. Stamped and addressed Public Notice Envelopes (1 set) – *included*.
  - g. Current Title Insurance Commitment\* – *follow-up if required*.

- h. Mineral Interest Notification per CRS 24-65.5-103 Based on this ALTA survey dated June 24, 2009, there are no registered mineral interest surface rights for this piece of property. All previous mineral rights are released and quitclaim. Therefore mineral rights notification is not required. – *not required*.
- i. Plan Sheets (15 sets):
  - 1. Subdivision Plat – *attached, 2 applicable sheets*.
  - 2. Development Plat – *attached, 1 applicable sheets*.
  - 4. Land / Improvement Survey – *A1*.
  - 5. Utility Plan – *C-831*.
  - 6. Grading and Drainage Plan – *C-311 & C-631*.
  - 7. Landscape Plan / Parking Plan – *L-1.0*.
  - 8. Architectural Elevations – *A3*.
  - 9. Photometric Site Lighting Plan / Fixture Cut Sheet – *E1.0 & E1.1*.
  - 10. Security Plan & Floor Plan (for City of Louisville Police Department review) – *A4*.
- j. 3 copies of any required reports: Drainage Report Memo – *attached*.
- k. Certified real estate appraisal – *not required*.
- l. Sign criteria and details – *not required. No new signage is proposed in this submittal*.
- m. Materials and color sample board\*\* – *preliminary selections shown on sheet A3*.
- q. Other Documents (as determined necessary at the pre-application conference)
  - i. Number 10 above, Security Plan A4, – *submitted to City of Louisville Police Department*.
- r. CD of all documents that can be produced electronically in PDF format. – *included*.

\*within 6 months of submittal, if needed

\*\*Can be submitted at Planning Council meeting

Please let me know if any additional information is required or if you have any questions regarding our submittal for an Amendment to the PUD. Thank you for considering this application, and we look forward to working with the City of Louisville to develop this much-needed behavioral health hospital expansion for our community.

Sincerely,

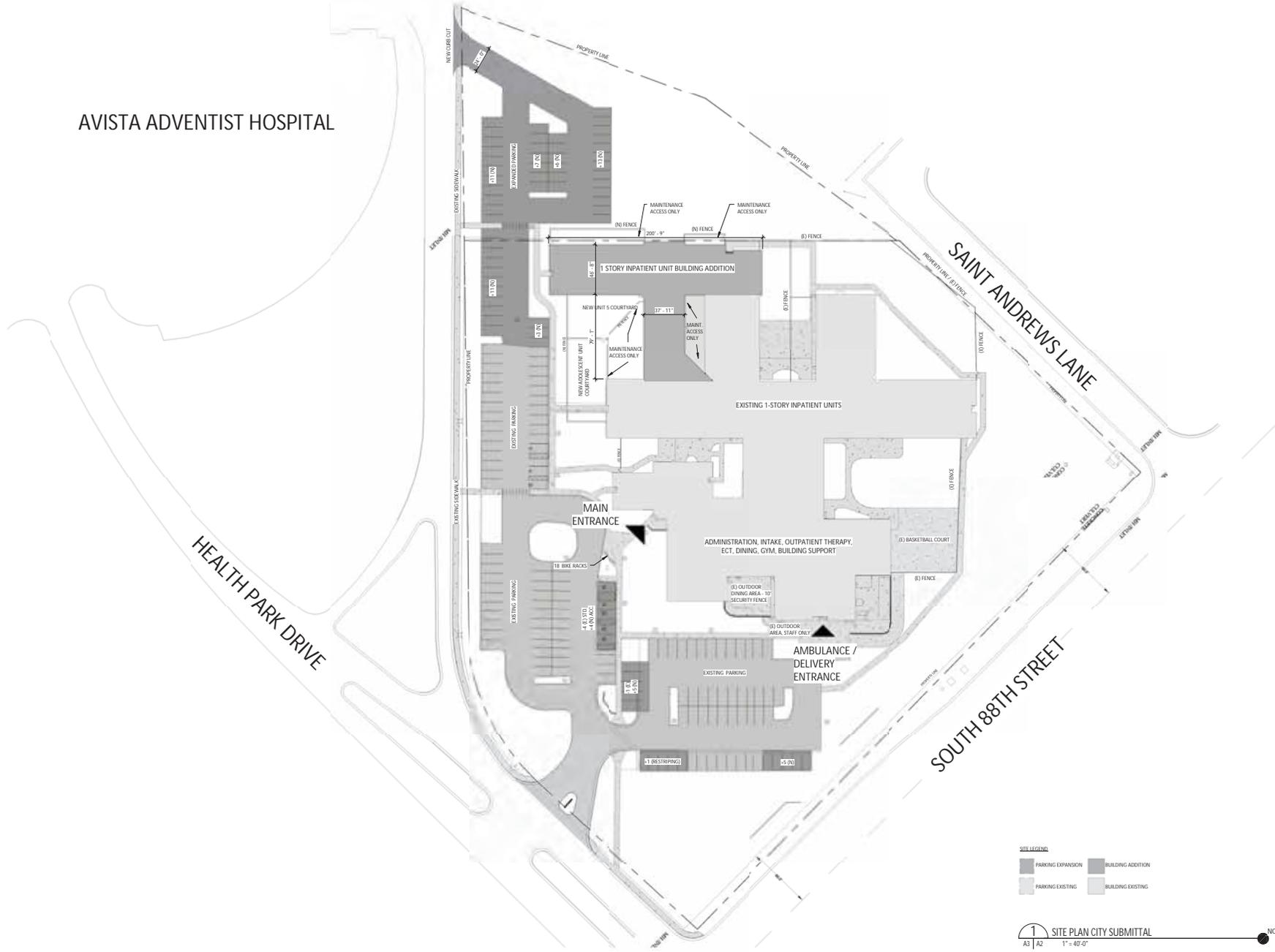


Boulder Associates, Inc.

Stacey Root, AIA | Senior Associate



AVISTA ADVENTIST HOSPITAL



**SITE LEGEND**

[Dark Grey Box]	PARKING EXPANSION	[Light Grey Box]	BUILDING ADDITION
[Medium Grey Box]	PARKING EXISTING	[White Box]	BUILDING EXISTING

1 SITE PLAN CITY SUBMITTAL  
A3 | A2 T = 40'-0"



PROJECT NUMBER  
152620.00

DRAWN BY  
SR

DATE  
12/18/2015

**REVISIONS**

REVISIONS	DESCRIPTION	DATE
[Symbol]		



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PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

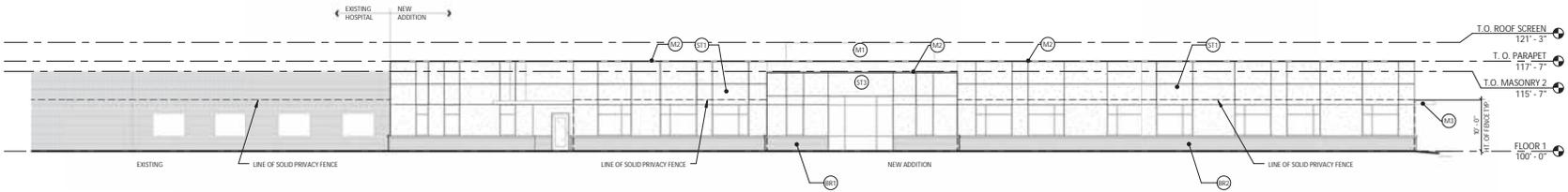
2255 S. 88TH ST.  
LOUISVILLE, CO 80027

CITY OF  
LOUISVILLE  
SUBMITTAL - PUD  
AMENDMENT

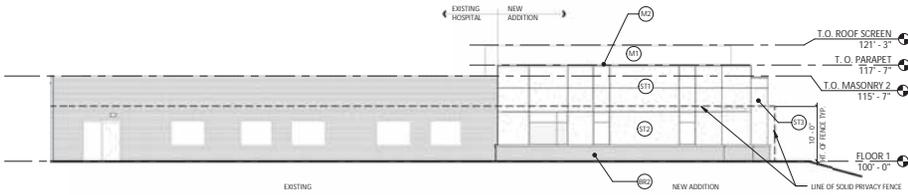
SHEET TITLE  
**DEVELOPMENT PLAN**

SHEET NUMBER

**A2**



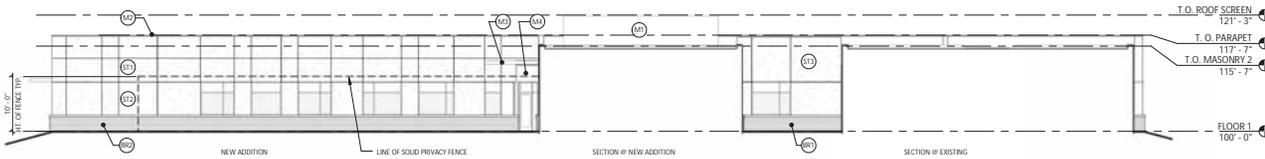
**NORTH ELEVATION**



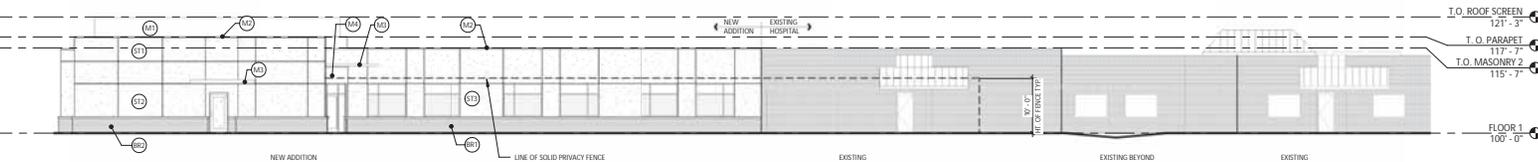
**EAST ELEVATION**

**PROPOSED EXTERIOR MATERIALS**

BR1	BRICK - LIGHT		BR2	BRICK - DARK	
ST1	STUCCO - LIGHT ORANGE		ST2	STUCCO - WHITE	
ST2	STUCCO - ORANGE		M1	METAL - ROOF SCREEN (DARK GRAY)	
			M2	METAL - PARAPET CAP (DARK GRAY)	
			M3	METAL CANOPY (DARK GRAY)	
			M4	METAL - METAL PANEL (LIGHT GRAY)	



**SOUTH ELEVATION**



**WEST ELEVATION**

PROJECT NUMBER  
152620.00

DRAWN BY  
SR

DATE  
12/18/2015

REVISIONS  
DESCRIPTION DATE



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PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

2255 S. 88TH ST.  
LOUISVILLE, CO 80027

**CITY OF LOUISVILLE SUBMITTAL - PUD AMENDMENT**

SHEET TITLE  
**ARCHITECTURAL EXTERIORS**

SHEET NUMBER

**A3**

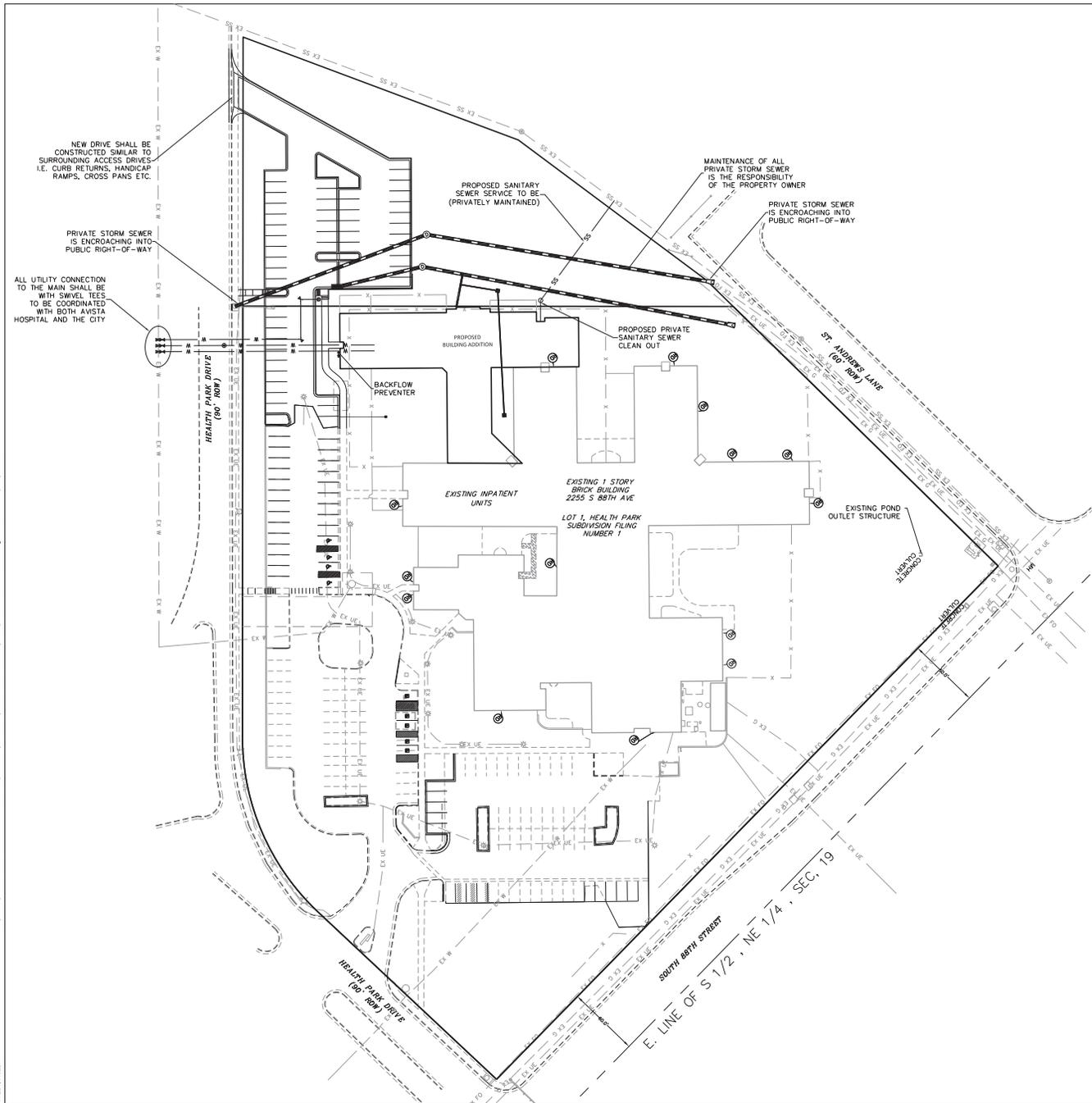
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9/30/2015 12:16:28 PM

TTLW:11021



SCALE: 1" = 40'

LEGEND:

---	EX E	EXISTING ELECTRICAL LINE
---	EX FO	EXISTING FIBER OPTIC LINE
---	EX G	EXISTING GAS LINE
---	EX T	EXISTING TELEPHONE LINE
---	EX SS	EXISTING SANITARY LINE
---	EX SD	EXISTING STORM LINE
---	EX W	EXISTING WATER LINE
---	---	EXISTING EASEMENT
⊠	---	EXISTING STORM INLET
⊠	---	EXISTING CLEANOUT
⊠	---	EXISTING FIRE HYDRANT
⊠	---	EXISTING WATER VALVE
⊠	---	EXISTING MANHOLES
---	---	PROPOSED ELECTRICAL LINE
---	---	PROPOSED FIBER OPTIC LINE
---	---	PROPOSED GAS LINE
---	---	PROPOSED TELEPHONE LINE
---	---	PROPOSED SANITARY LINE
---	---	PROPOSED STORM LINE
---	---	PROPOSED WATER LINE
⊠	---	PROPOSED STORM INLET
⊠	---	PROPOSED CLEANOUT
⊠	---	PROPOSED FIRE HYDRANT
⊠	---	PROPOSED WATER VALVE
⊠	---	PROPOSED WATER FITTINGS
⊠	---	PROPOSED MANHOLES

NOTES:

1. WATER UTILITY LINES SERVICING THE PROPERTY SHALL BE PRIVATELY MAINTAINED EXCEPT THE WATER SERVICE BETWEEN THE MAIN AND CURB STOP VALVE. THE CURB STOP SHALL BE INSTALLED IN THE RIGHT-OF-WAY WITH THE WATER METER JUST DOWNSTREAM OF THE CURB STOP.
2. APPLICANT SHALL COMPLETE A WATER AND SANITARY SEWER TAP CALCULATION FORM AND SUBMIT INFORMATION TO PUBLIC WORKS FOR PROCESSING. INCLUDE ANNUAL WATER DEMAND FOR BUILDING ADDITIONS AND SQUARE FOOTAGE OF LANDSCAPE IRRIGATION. THIS FORM IS REQUIRED TO DETERMINE TAP FEES.
3. ALL CONNECTIONS MADE TO THE WATER MAIN SHALL BE MADE WITH SWIVEL TEES.
4. ALL LANDSCAPING IRRIGATION SHALL BE FROM A NEW SERVICE TO BE COORDINATED WITH THE MEP ENGINEER

PROJECT NUMBER  
152620.00  
S. A. Miro 15-018  
DRAWN BY  
S. A. Miro, INC.  
DATE  
12.16.2015

REVISIONS	DESCRIPTION	DATE
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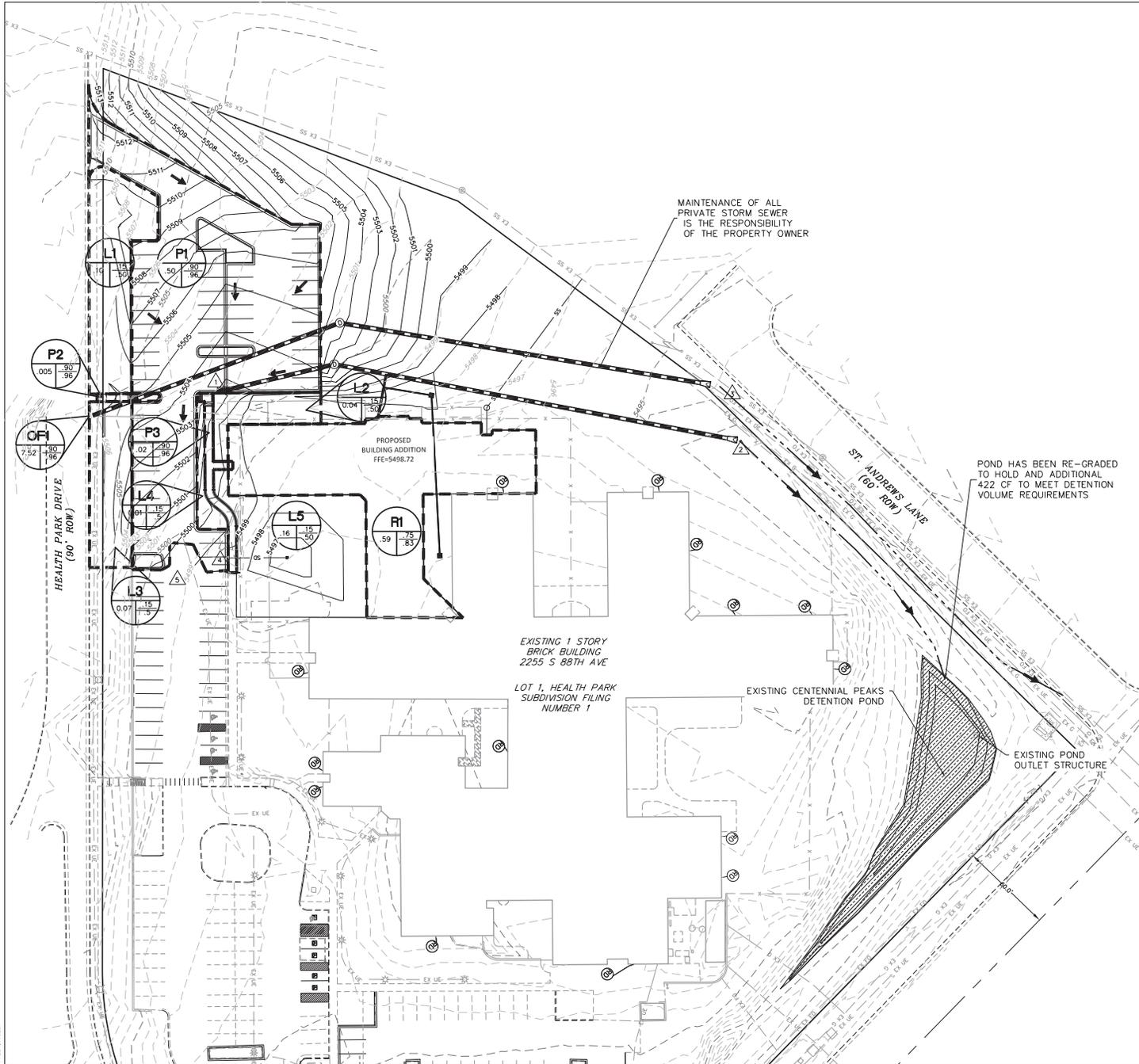
PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

2255 S. 88TH ST.  
LOUISVILLE, CO 80027

CITY OF  
LOUISVILLE  
SUBMITTAL -  
PUD  
AMENDMENT

SHEET TITLE  
**OVERALL UTILITY PLAN**

SHEET NUMBER  
**C-511**



SCALE: 1" = 30'

**LEGEND:**

- 43 --- EXISTING MINOR CONTOURS
- 45 --- EXISTING MAJOR CONTOUR
- 43 --- PROPOSED MINOR CONTOURS
- 45 --- PROPOSED MAJOR CONTOURS
- — — PROPOSED STORM SEWER
- — — EX EX 50 --- EXISTING STORM SEWER
- — — BASIN BOUNDARY
- — — GRASS LINED SWALE
- ⊙ PROPOSED MANHOLE
- ➔ PROPOSED INLETS
- ➔ FLOW DIRECTION ARROW
- △ XX DESIGN POINT DESIGNATION

**NOTES:**

1. THE PROPERTY OWNER (VISTA OFF SITE AND CENTENNIAL PEAKS HOSPITAL, ON SITE) SHALL BE RESPONSIBLE OF ALL STORM WATER FACILITIES LOCATED ON THIS PROJECT, UNLESS THOSE RESPONSIBILITIES ARE ACCEPTED BY ANOTHER PARTY AND DOCUMENTED VIA A LEGAL AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN THE FACILITIES, CITY OF LOUISVILLE SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSES OF OPERATION AND MAINTENANCE AND ASSESS THE COST FOR SUCH MAINTENANCE TO THE PROPERTY OWNER. THE STORM WATER MANAGEMENT SYSTEM MUST RECEIVE REGULAR MAINTENANCE BY OWNERSHIP TO ENSURE LONG-TERM FUNCTION AND EFFECTIVENESS AND STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED WITH EASE OF MAINTENANCE, LONG-TERM FUNCTIONALITY AND ACCESSIBILITY AS PRIMARY CONSIDERATIONS.



RUNOFF SUMMARY						
DESIGN POINT	TRIBUTARY BASINS	TRIBUTARY AREA (ac.)	DIRECT RUNOFF (cfs)	Q-10 (cfs)	Q-100 (cfs)	TOTAL RUNOFF Q-100 PEAK(cfs)
1	P1,L1	0.60	2.68	4.65	2.68	4.65
2	P1,L1,L2,RI	0.89	1.28	2.27	3.96	6.92
3	OF	7.52	1.80	7.52	1.80	7.52
4	L5	0.16	0.11	0.70	0.11	0.70
5	P2,P3, L3-L5	0.26	0.23	0.54	0.34	1.24

PROJECT NUMBER  
152620.00  
S. A. Miro 15-018  
DRAWN BY  
S. A. Miro, INC.

DATE  
12.16.2015

REVISIONS	DESCRIPTION	DATE



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PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

2255 S. 88TH ST.  
LOUISVILLE, CO 80027

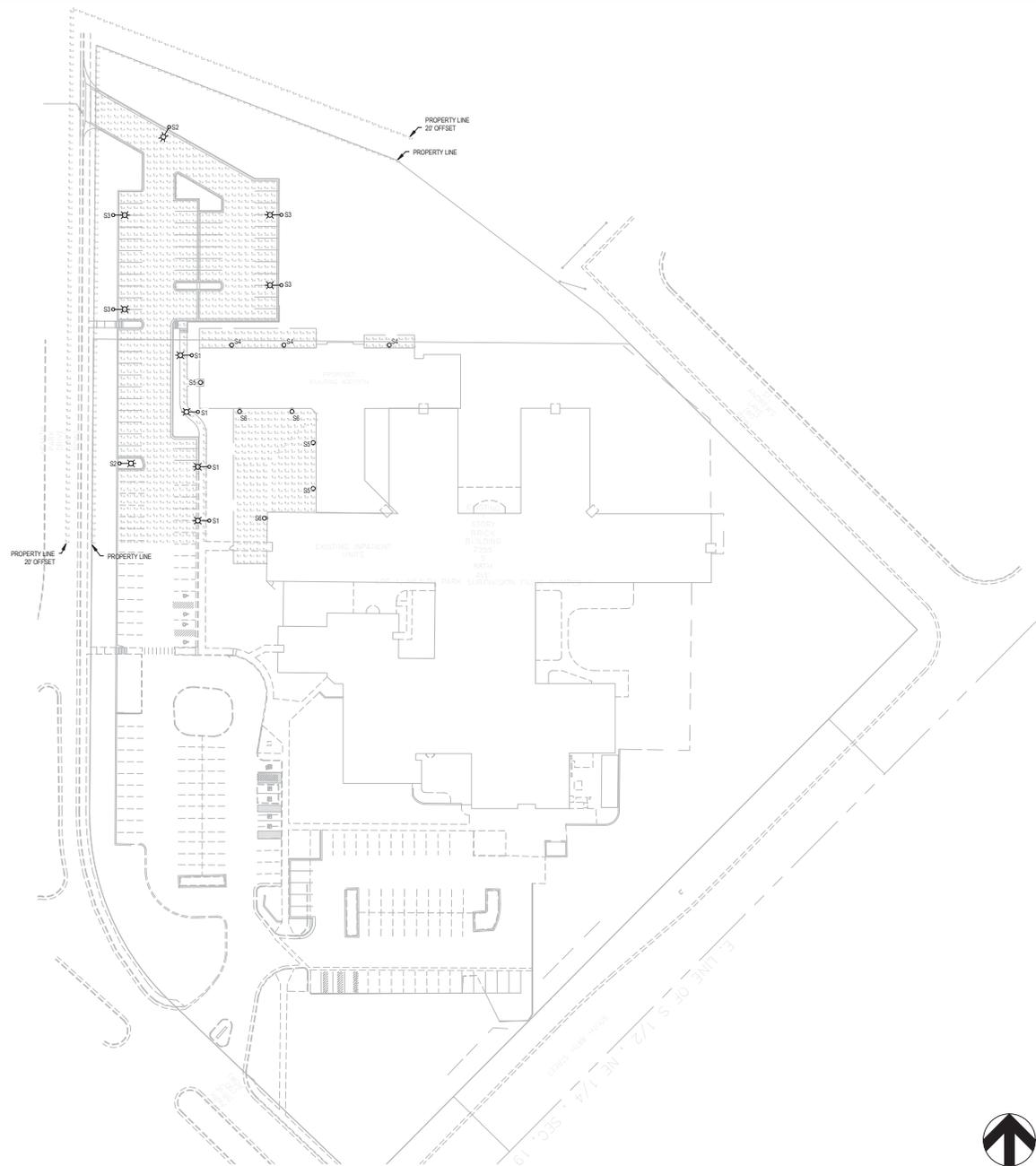
CITY OF LOUISVILLE  
SUBMITTAL - PUD AMENDMENT

SHEET TITLE  
**DRAINAGE MAP**

SHEET NUMBER  
**DM-01**

LUMINAIRE SCHEDULE	
TYPE	DESCRIPTION
S1	<p>DESCRIPTION: SINGLE HEAD LED SITE FUTURE, ALUMINUM HOUSING CONSTRUCTION, POWDER COAT FINISH, 1 LED ARRAY, 400K, 1A DRIVE CURRENT, TYPE II FORWARD THROW DISTRIBUTION WITH FULL CUTOFF OPTICS. FINISH AS SELECTED BY ARCHITECT.</p> <p>LAMPS: 500LM LED MIN - 400K - 1 LED ARRAY - 60W</p> <p>BALLASTS: INTEGRAL DRIVER</p> <p>VOLTAGE: 277V</p> <p>INSTALLATION: 11' 0" POLE ON 7' 0" CONCRETE BASE POLE, 12' 0" TOTAL MOUNTING HEIGHT</p> <p>MANF: MCGRAW EDISON HULEON AE 61-LED-E1-14T-7"</p>
S2	<p>DESCRIPTION: SINGLE HEAD LED SITE FUTURE, ALUMINUM HOUSING CONSTRUCTION, POWDER COAT FINISH, 2 LED ARRAYS, 400K, 1A DRIVE CURRENT, TYPE II FORWARD THROW DISTRIBUTION WITH FULL CUTOFF OPTICS AND HOUSE SIDE SHELD. FINISH AS SELECTED BY ARCHITECT.</p> <p>LAMPS: 500LM LED MIN - 400K - 2 LED ARRAY - 107W</p> <p>BALLASTS: INTEGRAL DRIVER</p> <p>VOLTAGE: 277V</p> <p>INSTALLATION: 12' 0" POLE ON 7' 0" CONCRETE BASE POLE, 24' 0" TOTAL MOUNTING HEIGHT</p> <p>MANF: MCGRAW EDISON HULEON AE 62-LED-E1-14S-8S</p>
S3	<p>DESCRIPTION: SINGLE HEAD LED SITE FUTURE, ALUMINUM HOUSING CONSTRUCTION, POWDER COAT FINISH, 1 LED ARRAYS, 400K, 1A DRIVE CURRENT, TYPE II FORWARD THROW DISTRIBUTION WITH FULL CUTOFF OPTICS. FINISH AS SELECTED BY ARCHITECT.</p> <p>LAMPS: 1070LM LED MIN - 400K - 1 LED ARRAY - 107W</p> <p>BALLASTS: INTEGRAL DRIVER</p> <p>VOLTAGE: 277V</p> <p>INSTALLATION: 22' 0" POLE ON 7' 0" CONCRETE BASE POLE, 24' 0" TOTAL MOUNTING HEIGHT</p> <p>MANF: MCGRAW EDISON HULEON AE 62-LED-E1-14T-7"</p>
S4	<p>DESCRIPTION: LED WALL SCONCE, ALUMINUM HOUSING, POWDER COAT FINISH, 21 LED LIGHT BAR, 400K, 300MA DRIVE CURRENT, TYPE II DISTRIBUTION WITH FULL CUTOFF OPTICS. FINISH AS SELECTED BY ARCHITECT.</p> <p>LAMPS: 500LM LED MIN - 400K - 120 LED ARRAY - 47W</p> <p>BALLASTS: INTEGRAL DRIVER</p> <p>VOLTAGE: 277V</p> <p>INSTALLATION: SURFACE MOUNT - WALL - 8' AFS</p> <p>MANF: MCGRAW EDISON HST E01-LED-E1-BL-4"</p>
S5	<p>DESCRIPTION: LED WALL SCONCE, ALUMINUM HOUSING, POWDER COAT FINISH, 21 LED LIGHT BAR, 400K, 300MA DRIVE CURRENT, TYPE II DISTRIBUTION WITH FULL CUTOFF OPTICS. FINISH AS SELECTED BY ARCHITECT.</p> <p>LAMPS: 300LM LED MIN - 400K - 42 LED ARRAY - 20W</p> <p>BALLASTS: INTEGRAL DRIVER</p> <p>VOLTAGE: 277V</p> <p>INSTALLATION: SURFACE MOUNT - WALL - 14' AFS</p> <p>MANF: MCGRAW EDISON HST E01-LED-E1-BL-4"</p>
S6	<p>DESCRIPTION: LED WALL SCONCE, ALUMINUM HOUSING, POWDER COAT FINISH, 21 LED LIGHT BAR, 400K, 300MA DRIVE CURRENT, TYPE II DISTRIBUTION WITH FULL CUTOFF OPTICS. FINISH AS SELECTED BY ARCHITECT.</p> <p>LAMPS: 500LM LED MIN - 400K - 42 LED ARRAY - 47W</p> <p>BALLASTS: INTEGRAL DRIVER</p> <p>VOLTAGE: 277V</p> <p>INSTALLATION: SURFACE MOUNT - WALL - 14' AFS</p> <p>MANF: MCGRAW EDISON HST E01-LED-E1-BL-4"</p>

CALCULATION SUMMARY					
AREA	Avg (FC)	MAX (FC)	MIN (FC)	MAX (W)	MIN (W)
PARKING	0.9	1.0	0.8	141	
BIOWALK	3.2	5.5	0.9	61.11	
PROPERTY LINE	0.2	0.1	0.2	NA	
PROPERTY LINE - 20' OFFSET	0.55	0.4	0.6	NA	



1 SPD PLAN  
1" = 40'-0"



PROJECT NUMBER  
152620.00

DRAWN BY  
Author

DATE  
12/18/2015

REVISIONS

DESCRIPTION	DATE

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PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

2255 S. 88TH ST.  
LOUISVILLE, CO 80027

CITY OF LOUISVILLE  
SUBMITTAL - FUD  
AMENDMENT

SHEET TITLE  
**PHOTOMETRIC SITE PLAN / LUMINAIRE SCHEDULE**

SHEET NUMBER  
**E1.0**

C:\Users\mduval\OneDrive\Documents\2015\2015\_01\1021 - CP11AEP\_UHS Centennial Peak Expansion\_2015\_01.dwg

### S1, S2, S3

**DESCRIPTION**

**GENERAL NOTES**

**INSTALLATION**

**OPERATIONAL CHARACTERISTICS**

**FINISHES**

**WARRANTY**

**ENERGY DATA**

**McGraw-Edison**

**GLEON GALLEON LED**

1.1 High Bay  
Ballastless

WELL BEZEL LIGHTING

**DLC**

**DECLARATION DATA**

**ENERGY DATA**

**E.T.N.**

### S4, S5, S6

**DESCRIPTION**

**GENERAL NOTES**

**INSTALLATION**

**OPERATIONAL CHARACTERISTICS**

**FINISHES**

**WARRANTY**

**ENERGY DATA**

**McGraw-Edison**

**ISCASSTRSW IMPACT ELITE LED**

1.2 LightBulb  
Ballastless

WELL BEZEL LIGHTING

**DLC**

**DECLARATION DATA**

**ENERGY DATA**

**E.T.N.**

### S1, S2, S3

**DESCRIPTION**

**GENERAL NOTES**

**INSTALLATION**

**OPERATIONAL CHARACTERISTICS**

**FINISHES**

**WARRANTY**

**ENERGY DATA**

**McGraw-Edison**

**GLEON GALLEON LED**

1.1 High Bay  
Ballastless

WELL BEZEL LIGHTING

**DLC**

**DECLARATION DATA**

**ENERGY DATA**

**E.T.N.**

### S4, S5, S6

**DESCRIPTION**

**GENERAL NOTES**

**INSTALLATION**

**OPERATIONAL CHARACTERISTICS**

**FINISHES**

**WARRANTY**

**ENERGY DATA**

**McGraw-Edison**

**ISCASSTRSW IMPACT ELITE LED**

1.2 LightBulb  
Ballastless

WELL BEZEL LIGHTING

**DLC**

**DECLARATION DATA**

**ENERGY DATA**

**E.T.N.**

PROJECT NUMBER  
152620.00

DRAWN BY  
Author

DATE  
12/16/2015

REVISIONS

NO.	DESCRIPTION	DATE



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PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

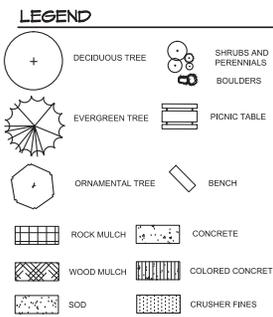
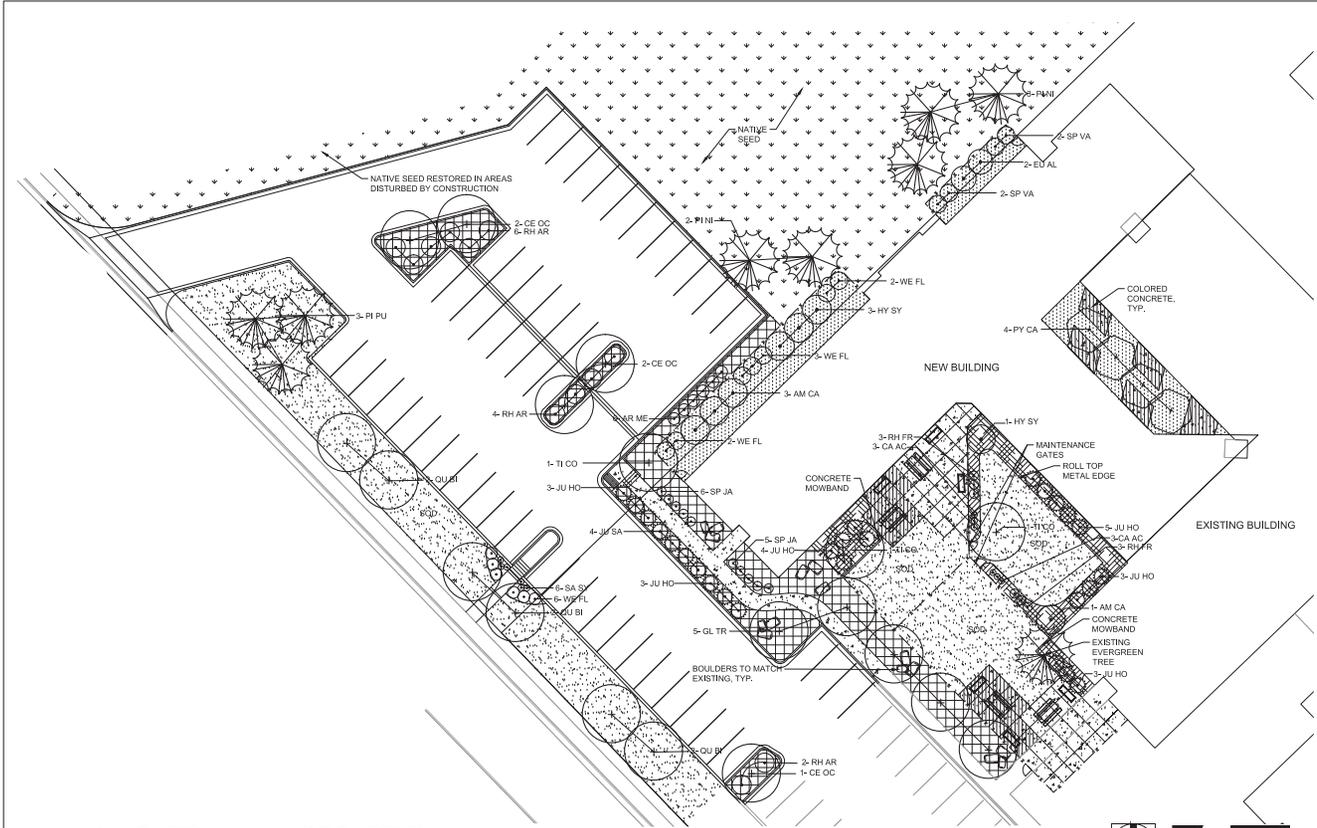
2255 S. 88TH ST.  
LOUISVILLE, CO 80027

CITY OF  
LOUISVILLE  
SUBMITTAL - FUD  
AMENDMENT

SHEET TITLE  
**LUMINAIRE CUT SHEETS**

SHEET NUMBER

**E1.1**



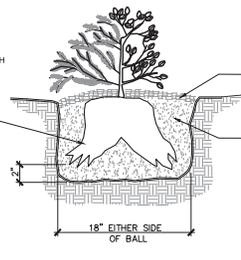
- PLANT NOTES:**
- All plants are to be nursery grown stock from growers located in USDA hardiness zones 1,2,3 or 4.
  - Installed lawn is to be fescue blend of seed. Lay sod 1" lower than adjacent paving grade or edge except in the center of a walk where drainage would be required.
  - Install 1/2" mesh river rock to match existing in all planting beds and as specified on the drawings. Rock mulch should be installed over geotextile fabric where notes on plan; no fabric is to be used. Geotextile soil where necessary to keep 1" above finished grade. Rock selection to be approved by Landscape Architect prior to installation.
  - Install 4" depth Western Red Cedar mulch where specified and noted on the plans.
  - Soil preparation shall consist of equal parts of composted soil at a rate of 3 yds. yds. per 1000 sq. ft. and 18" to a depth of 6".
  - Separate turf from shrub beds with installed 18"x4" roll top metal edge shown on plans.
  - The following are minimum distances that plant materials can be placed from adjacent walls, fences, or paved areas.
    - Evergreen trees - 4'
    - Large shrubs - 4'
    - Medium shrubs - 2 1/2'
    - Groundcovers - 12"
  - Any plant substitutions are to be approved by Landscape Architect prior to installation.
  - All turf to be watered using an underground automatic irrigation system. All trees, shrubs, and groundcover to be watered using an underground automatic drip irrigation system.
  - Irrigation system will be provided through adjustments to existing system by re-routing existing mainline around new building addition. This system will utilize current irrigation system's 2" Backflow Preventer.
  - Installation of irrigation system to include shut down of system at end of growing season & start up of system in spring.
  - Contractor to guarantee all work for 1 year after installation.
  - The landscape architect and/or owner make no warranty as to the correctness and/or completeness of the existing utility locations shown or not shown on the plans. The contractor shall be responsible for field verifying the horizontal and vertical location of all existing utilities including water, sewer, storm drains, gas transmission lines, and other utilities above and below the surface that may affect the project. Should any discrepancy or conflict be discovered the contractor shall notify the landscape architect immediately, and shall not continue construction until said conflict can be resolved in writing.
  - The contractor shall notify all utility companies at least 48 hours prior to beginning construction to verify depth and location of all utilities.
  - If there is a discrepancy between plant quantities on plan legend, plan takes precedence. The number of symbols shown takes precedence over the quantity in the schedule. There is a discrepancy.
  - All landscaping shall comply with the City of Louisville's Commercial Development Design Standards and Guidelines.

**1 OVERALL LANDSCAPE PLAN**  
Scale: 1" = 20'

**PLANT SCHEDULE:**

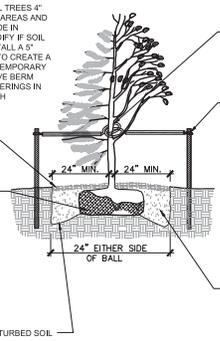
CODE	DECIDUOUS TREES	COMMON NAME	COUNT
DC CO	<i>Thalictrum flavum</i>	Greeneye (Lilac)	7" B&B
DC TR	<i>Quercus nigra</i>	regional Honey Locust	7" B&B
DC OC	<i>Calluna heisteria</i>	Common Hackberry	7" B&B
DC BI	<i>Quercus bicolor</i>	Swain White Oak	7" B&B
EVERGREEN TREES			
CODE	COMMON NAME	COUNT	
EV NI	<i>Pinus nigra</i>	Austrian Pine	8" H&B
EV PU	<i>Pinus rigida</i>	Baby Blue Eyes Colorado Spruce	8" H&B
ORNAMENTAL TREES			
CODE	COMMON NAME	COUNT	
OV CA	<i>Prunella coccinea</i>	Chamberlayne Pear	7" B&B
SHRUBS AND GRASSES			
CODE	COMMON NAME	COUNT	
CA AC	<i>Calluna heisteria</i>	Common Hackberry	#5 cont.
SP JA	<i>Spirea japonica</i>	Magpie Carpet Spirea	#5 cont.
EV AR	<i>Artemisia vulgaris</i>	Common Wormwood	#5 cont.
EV SY	<i>Syringa vulgaris</i>	Common Lilac	#5 cont.
EV AL	<i>Alnus incana</i>	Common Alder	#5 cont.
AR ME	<i>Artemisia vulgaris</i>	Common Wormwood	#5 cont.
EV NI	<i>Pinus nigra</i>	Austrian Pine	#5 cont.
EV PU	<i>Pinus rigida</i>	Baby Blue Eyes Colorado Spruce	#5 cont.
EV NI	<i>Pinus nigra</i>	Austrian Pine	#5 cont.
EV PU	<i>Pinus rigida</i>	Baby Blue Eyes Colorado Spruce	#5 cont.
EV NI	<i>Pinus nigra</i>	Austrian Pine	#5 cont.
EV PU	<i>Pinus rigida</i>	Baby Blue Eyes Colorado Spruce	#5 cont.
PERENNIALS			
CODE	COMMON NAME	COUNT	
HE ET	<i>Hemerocallis 'Stella DeOry'</i>	Stella DeOry Daylily	#1 cont.
HE SY	<i>Syringa vulgaris</i>	Common Lilac	#1 cont.

**2 SHRUB PLANTING**  
Scale: NOT TO SCALE



- EVERGREEN SHRUB**
- PLACE SPREADING EVERGREEN SHRUBS PERPENDICULAR TO SLOPE OF GROUND. LEAVE ENOUGH SPACE UNDER BRANCHES FOR MULCH.
- DECIDUOUS SHRUB**
- PRUNE AS DIRECTED BY LANDSCAPE ARCHITECT.
- SET SHRUB PLUMB.
- MULCH OVER MOUND. BUILD A 4" BERM AROUND SHRUB TO CREATE A WATERING BASIN IN NON-IRRIGATED AREAS ONLY.
- PREPARED BACKFILL MIXTURE: 1. TWO PARTS NATIVE SOIL FROM PIT EXCAVATION. 2. ONE PART SOIL AMENDMENT PER SPEC 32 91 13. 3. MATERIALS TO BE THOROUGHLY BLENDED.

**3 TREE PLANTING**  
Scale: NOT TO SCALE



- NOTE: SET ROOT BALL OF ALL TREES 4" ABOVE GRADE IN IRRIGATED AREAS AND AT GRADE TO 2" ABOVE GRADE IN NON-IRRIGATED AREAS. MODIFY IF SOIL CONDITIONS WARRANT. INSTALL A 3" HIGH BERM AROUND TREES TO CREATE A WATERING BASIN. BERM IS TEMPORARY IN IRRIGATED AREAS. REMOVE BERM AFTER TWO THOROUGH WATERINGS IN IRRIGATED AREAS AND MULCH.
- MULCH FLUSH WITH SOIL AT EDGE. PROVIDE 30" MIN. RING FROM EDGE OF BARK TO EDGE OF MULCH.
- REMOVE BOTTOM 1/3 OF WIRE BASKET. SET TREE IN PIT TO PROPER GRADE AND PLUMB. REMOVE REMAINING WIRE AND TWINE. IF PLASTIC OR TREATED BURLAP, REMOVE AS MUCH AS POSSIBLE AND BACKFILL. IF REGULAR BURLAP, BACKFILL 2/3 OF PIT. REMOVE 1/3 OF BURLAP AND COMPLETE BACKFILL.
- WRAP TRUNK FROM GROUND LEVEL TO SECOND BRANCH WITH 1" INCH WRAP TYPE TREE WRAP. SECURE ENDS WITH FLEXIBLE TAPE.
- GUYING SYSTEM: MIN. 6 FEET LONG HEAVY DUTY WOOD POST STAKES WITH 1/2" GAUGE GALVANIZED STEEL WIRE GUYTS SECURED TO TREE WITH 1" CANNAS TAP ABOVE FIRST BRANCH. WIRE TO BE TAUT BUT NOT OVER TIGHT. FLAG WIRE WITH 1/2" WHITE PVC PLASTIC PIPE.
- ALL TREES (CONIFERS AND DECIDUOUS) TO HAVE 3 STAKES. ONE STAKE ALWAYS IN DIRECTION OF PREVAILING WINDS. REMOVE STAKES & GUYTS AFTER 1 YEAR.
- PREPARED BACKFILL MIXTURE: 1. FOUR PARTS NATIVE SOIL FROM PIT EXCAVATION. 2. ONE PART SPECIFIED SOIL AMENDMENT PER SPEC SECTION 32 91 13. 3. MATERIALS TO BE THOROUGHLY BLENDED.

PROJECT NUMBER  
152620.00

DRAWN BY  
Author AP  
SW

DATE  
12.16.2015

REVISIONS  
REV. DESCRIPTION DATE

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**DESIGN CONCEPTS**  
Community and Commercial Architecture

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PROJECT  
**UHS CENTENNIAL PEAKS HOSPITAL EXPANSION**

2255 S. 88TH ST.  
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CITY OF  
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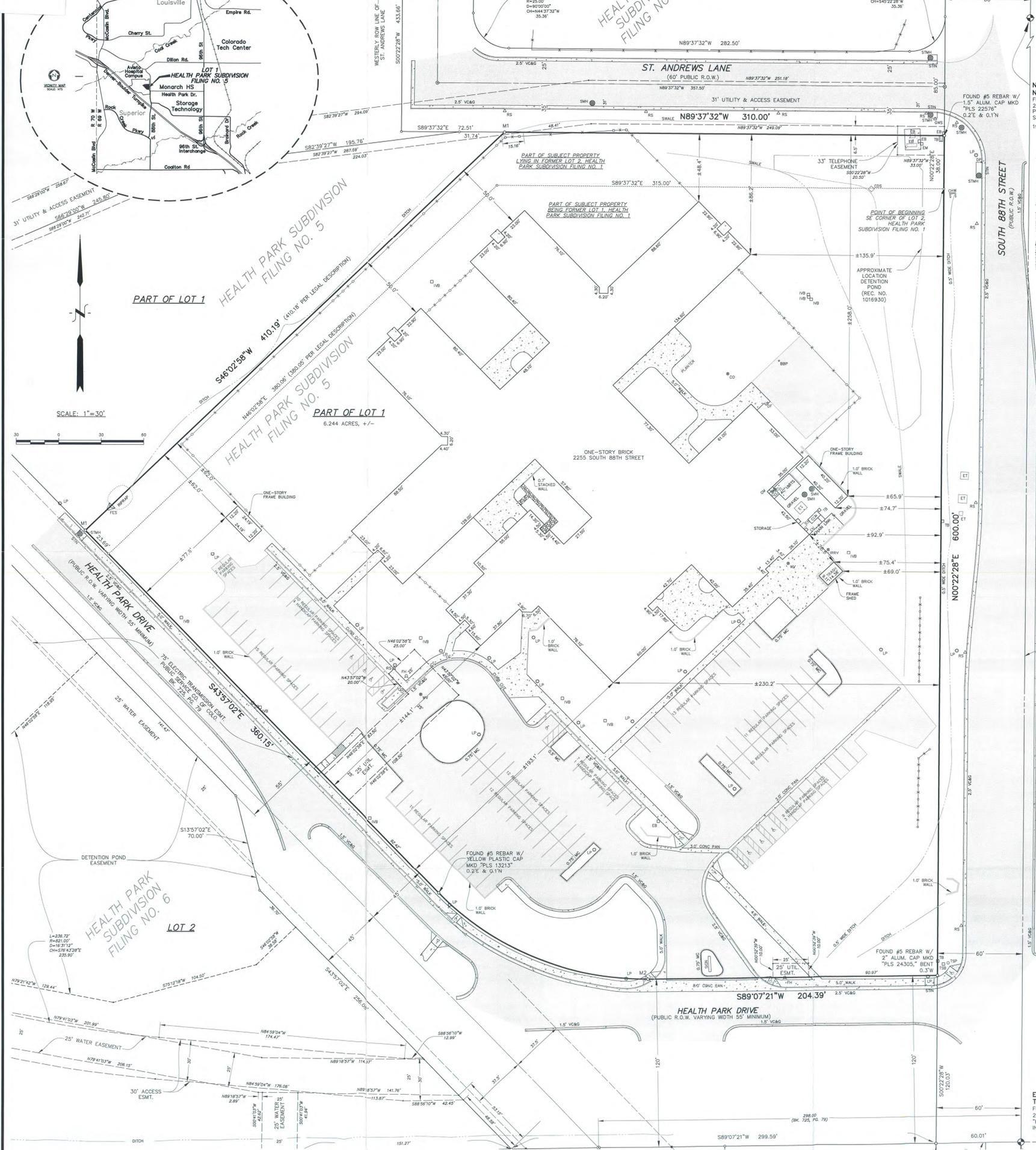
SHEET TITLE  
**LANDSCAPE PLAN & DETAILS**

SHEET NUMBER

**L-1.0**

8-Way McCreesh  
Surveyor  
P.F.R.C.  
1-Wayne.mccreesh@conocophillips.com

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NOTES

- 1. BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF THE 51/2 OF THE NE1/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M., BEARS N00°22'28"E...
2. RECORDED EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN ON THIS MAP AS DISCLOSED IN CHICAGO TITLE OF COLORADO, INC. COMMITMENT NUMBER 1601492 EFFECTIVE MAY 25, 2005. NO ADDITIONAL RESEARCH WAS COMPLETED.
3. THE MINERAL RESERVATIONS FOUND IN THE DEED RECORDED MAY 17, 1888 IN BOOK 114 AT PAGE 563 REGARDING COAL MINING AND ALL ANNUAL PROCEEDS AFFECT THE ENTIRE SUBJECT PROPERTY...
4. THE UTILITY EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED DECEMBER 22, 1933, IN BOOK 942 AT PAGE 346, IS NOT MATHEMATICALLY DEFINED AND THEREFORE IS NOT SHOWN ON THIS MAP...
5. THE ADMINISTRATIVE AMENDMENT TO FINAL PUD DEVELOPMENT PLAN RECORDED MARCH 17, 1997 AT RECEPTION NO. 1683844 DOES NOT APPEAR TO AFFECT THE SUBJECT PROPERTY...
6. THE LEASE AGREEMENT FOR A REPEATER SITE BETWEEN LINDA SORFFENY AND US WEST NEWVECTOR GROUP, INC. RECORDED DECEMBER 22, 1998, AS RECEPTION NO. 959215 DOES NOT APPEAR TO AFFECT THE SUBJECT PROPERTY...
7. THE SUBJECT PROPERTY LIES WITHIN THE LEGAL DESCRIPTION OR APPEARS WITHIN THE MAP EXHIBITS FOUND ON THE FOLLOWING INSTRUMENTS DISCLOSED BY THE REFERENCED TITLE COMMITMENT AND MAY, THEREFORE, BE SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, RESTRICTIONS, NOTES, EASEMENTS, AND AGREEMENTS FOUND THEREON...
8. ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 0801305560-F, EFFECTIVE DATE JUNE 2, 1995, PANEL 560 OF 595, BOULDER COUNTY, COLORADO AND INCORPORATED AREAS, THE SUBJECT PROPERTY LIES WITHIN ZONE X OF OTHER AREAS...
9. THERE ARE 112 FULL PARKING SPACES AND 7 HANDICAPPED ACCESSIBLE PARKING SPACES ON SUBJECT PARCEL PER THE STRIPING. (ALTA TABLE A, OPTIONAL ITEM 9)
10. THERE IS INGRESS AND EGRESS FROM THE SUBJECT PROPERTY TO HEALTH PARK DRIVE, A PUBLIC STREET. (ALTA TABLE A, OPTIONAL ITEM 10)
11. VISIBLE SURFACE EVIDENCE OF UTILITIES IS SHOWN HEREON. (ALTA TABLE A, OPTIONAL ITEM 11(A))
12. ALL EASEMENTS ON THE SUBJECT PROPERTY WERE CREATED BY THE HEALTH PARK SUBDIVISION FILINGS REFERENCED HEREIN.

LEGAL DESCRIPTION

PARCEL A: THE BUILDING AND IMPROVEMENTS ONLY LOCATED ON THE FOLLOWING PARCEL OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF LOT 1, HEALTH PARK SUBDIVISION FILING NO. 5, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY KNOWN AS LOT 1, HEALTH PARK SUBDIVISION FILING NO. 1, TOGETHER WITH THAT PORTION OF LOT 2, OF SAID HEALTH PARK SUBDIVISION FILING NO. 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N00°22'28"E, 38.00 FEET ALONG THE EAST LINE OF SAID LOT 2; THENCE N89°37'32"W, 310.00 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1]; THENCE S46°02'58"W, 410.18 FEET PARALLEL WITH THE NORTHWEST LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1] TO A POINT FROM WHICH THE MOST WESTERLY CORNER OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1] BEARS S43°57'02"E; THENCE S43°57'02"E, 23.69 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1]; THENCE N46°02'58"E, 380.05 FEET ALONG SAID NORTHWESTERLY LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1]; THENCE S89°37'32"E, 315.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1] TO THE POINT OF BEGINNING; COUNTY OF BOULDER; STATE OF COLORADO. AREA = 272,010 SQUARE FEET (6.244 ACRES), MORE OR LESS. PARCEL B: LEASEHOLD ESTATE AS CREATED BY GROUND LEASE EXECUTED BY PORTER/CARE ADVENTIST HEALTH SYSTEM, A COLORADO NONPROFIT CORPORATION DOING BUSINESS AS CENTURA HEALTH -W AVISTA ADVENTIST HOSPITAL, LANDLORD, AND LOUISVILLE CARE PARTNERS, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, TENANT, AS REFERENCED IN THE DOCUMENT ENTITLED MEMORANDUM OF GROUND LEASE WHICH WAS RECORDED SEPTEMBER 14, 2000 AT RECEPTION NO. 2078819, AS SUBSEQUENTLY ASSIGNED TO FLATIRON'S BEHAVIORAL HEALTH CORPORATION, A COLORADO NONPROFIT CORPORATION BY ASSIGNMENT OF LEASES RECORDED MARCH 7, 2005 AT RECEPTION NO. 2669934 AND ASSIGNED TO UHS OF CENTENNIAL PEAKS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AS EVIDENCED BY RECORDED INSTRUMENT NO. 2009 AT RECEPTION NO. 2669934 FOR THE TERM AND UPON AND SUBJECT TO ALL THE PROVISIONS CONTAINED IN SAID DOCUMENT, AND IN SAID LEASE, AS TO THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 1, HEALTH PARK SUBDIVISION FILING NO. 5, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY KNOWN AS LOT 1, HEALTH PARK SUBDIVISION FILING NO. 1, TOGETHER WITH THAT PORTION OF LOT 2, OF SAID HEALTH PARK SUBDIVISION FILING NO. 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N00°22'28"E, 38.00 FEET ALONG THE EAST LINE OF SAID LOT 2; THENCE N89°37'32"W, 310.00 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1]; THENCE S46°02'58"W, 410.18 FEET PARALLEL WITH THE NORTHWEST LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1] TO A POINT FROM WHICH THE MOST WESTERLY CORNER OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1] BEARS S43°57'02"E; THENCE S43°57'02"E, 23.69 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1]; THENCE N46°02'58"E, 380.05 FEET ALONG SAID NORTHWESTERLY LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1]; THENCE S89°37'32"E, 315.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 [OF HEALTH PARK SUBDIVISION FILING NO. 1] TO THE POINT OF BEGINNING; COUNTY OF BOULDER; STATE OF COLORADO.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

TO: UHS OF CENTENNIAL PEAKS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, FLATIRON'S BEHAVIORAL HEALTH CORPORATION, A COLORADO NONPROFIT CORPORATION, CHICAGO TITLE INSURANCE COMPANY, INC., AND CHICAGO TITLE INSURANCE COMPANY, AS ITS UNDERWRITER

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 8, 9, 10, 11A & 13 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARD AS ADOPTED BY ALTA AND NSPS, AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, THE MAXIMUM RELATIVE POSITIONAL ACCURACY IS 0.10 FEET.

PETER D. STEGER  
COLORADO REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 25379  
DATE: 6-29-09

CENTENNIAL PEAKS HOSPITAL

ALTA/ACSM LAND TITLE SURVEY OF A PART OF LOT 1, HEALTH PARK SUBDIVISION FILING NO. 5, LYING IN THE NE1/4 OF SECTION 19, T1S, R69W OF THE 6TH PM, COUNTY OF BOULDER, STATE OF COLORADO. FOR: UHS OF CENTENNIAL PEAKS, L.L.C.



Table with columns: DATE, DRAWN BY, JOB NO., SCALE, CHECKED BY, DRAWING NO., REVISIONS - DATE, BY. Includes entries for June 24, 2009, LHG, 084-23, 1"=30', PDS, 8423-1.

LEGEND table listing symbols for AC (AIR CONDITIONING UNIT), BBP (BASKET BALL POST), CC (CURB CUT), CDS (CONCRETE DIVERSION STRUCTURE), CHW (CONCRETE HEADWALL), CO (CLEAN OUT), CONC (CONCRETE), DFC (DRINKING FOUNTAIN), DP (DELMETER POST), EB (ELECTRIC BOX), EM (ELECTRIC METER), ET (ELECTRIC TRANSFORMER), FES (FLARED END SECTION), FH (FIRE HYDRANT), GEN (GENERATOR), QM (GAS METER), GWS (GAS WARNING SIGN), IRRV (IRRIGATION SYSTEM VALVE, ABOVE GROUND), IVB (IRRIGATION BOX), LP (LIGHT POST), MC (MOUNTABLE CURB), RS (SIGN, NOT OTHERWISE DESCRIBED), SMH (SANITARY SEWER MANHOLE), STIN (STORM SEWER INLET), STMH (STORM SEWER MANHOLE), TB (TELEPHONE BOX), TSB (TRAFFIC SIGNAL BOX), TSP (TRAFFIC SIGNAL POLE), VC (VERTICAL CURB), VC&G (VERTICAL CURB & GUTTER), WV (WATER VALVE), FENCE LINE (6" WOOD PRIVACY FENCE W/ STONE PILLARS, UNLESS NOTED OTHERWISE), HANDICAP RAMP / HANDICAP PARKING SPACE, ASPHALT SURFACE, CONCRETE SURFACE, FLAGSTONE SURFACE.

E1/4 COR. SEC. 19 T1S, R69W, 6TH P.M. FOUND #5 REBAR W/ 2" ALLUM. CAP MKD "PLS 25379" IN MONUMENT BOX.

## COMPARATIVE PARKING ANALYSIS AT UHS BEHAVIORAL HEALTH FACILITIES

### ANALYSIS OF FACILITIES WITH OUTPATIENT BUT NOT ECT

Facility	Name & Number	Existing Beds	Added Beds	Total Beds	City	State	Existing Parking	New Parking	Total Parking	Spaces / Bed	FGI Yes or No	Remarks	ECT	Outpatient
Suncoast Behavioral (531)		60	4	64	Bradenton	FL	103	0	103	1.61	Yes	Conversion	no	yes
The Vines (600)		98	0	98	Ocala	FL	159	0	159	1.62	Yes	Bed Conversion	no	yes
University Behavioral (598)		102	0	102	Orlando	FL	141	0	141	1.38	Yes	Intake Addition	no	yes
Holly Hill		0	80	80	Raleigh	NC	0	84	84	1.05		New Hospital	no	yes
				344			403	84	487	1.42				

Number of BH Beds in case study sample 344

Average number of spaces/bed 1.42

### ANALYSIS OF SIMILAR FACILITIES WITH BOTH OUTPATIENT & ECT

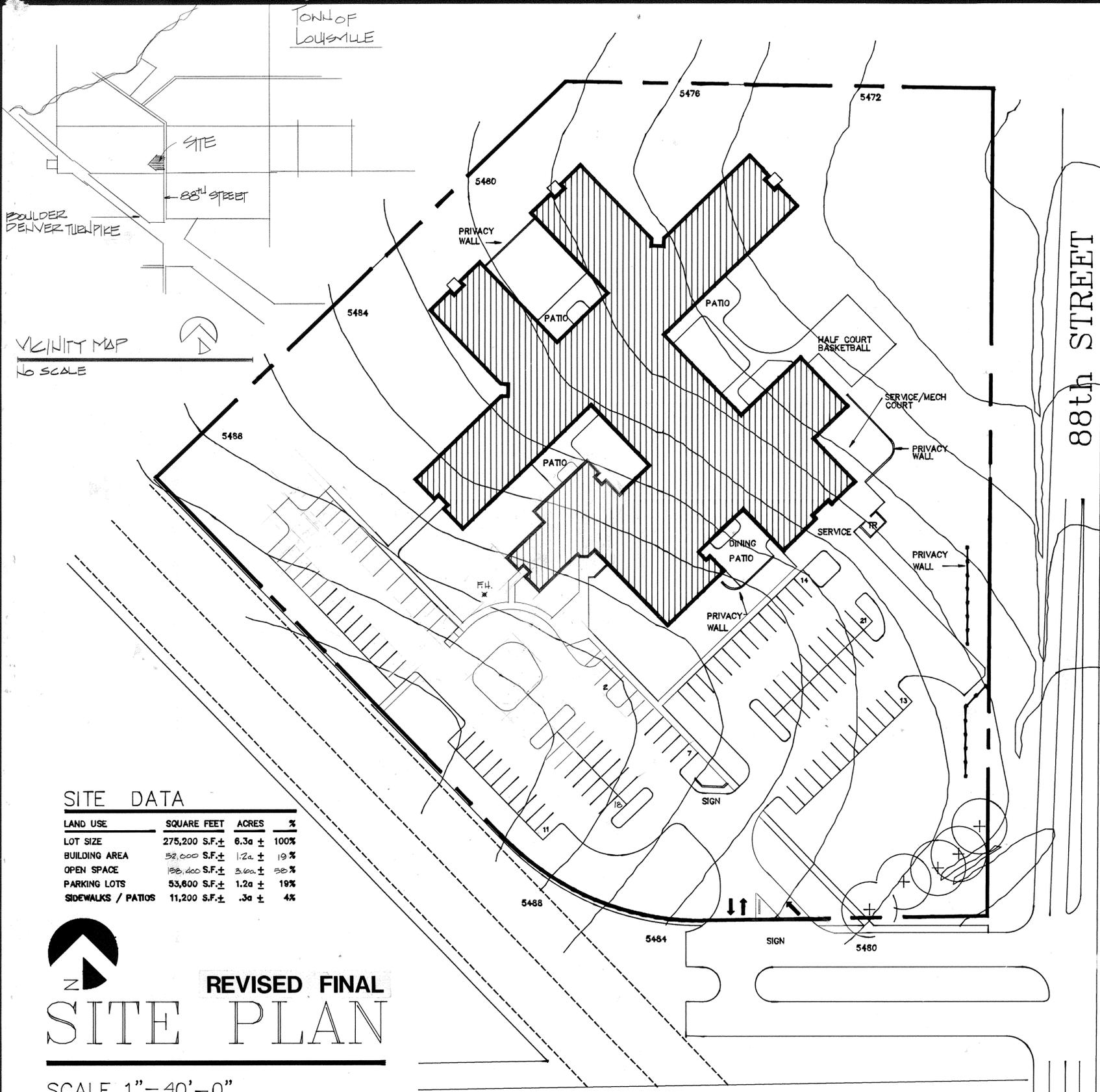
Facility	Name & Number	Existing Beds	Added Beds	Total Beds	City	State	Existing Parking	New Parking	Total Parking	Spaces / Bed	FGI Yes or No	Remarks	ECT	Outpatient
Central Florida Behavioral (325)		126	48	174	Orlando	FL	171	60	231	1.33	Yes	County reg & PHP	yes	yes
Windmoor Behavioral (608)		120	24	144	Clearwater	FL	172	0	172	1.19	Yes	Hosp up to 200 beds	yes	yes
Anchor (253)		94	16	110	Atlanta	GA	131	0	131	1.19	Yes	Addition	yes	yes
Peachford (253)		204	20	224	Atlanta	GA	254	0	254	1.13	Yes	Req. 2 beds /space includes MOB and Conf Center in total	yes	yes
Carolina Center (259)		130	0	130	Greer	SC	230	0	230	1.77	No	includes 64 PHP	yes	yes
				782			958	60	1018	1.30				

Number of BH Beds in case study sample 782

Average number of spaces/bed 1.30

UHS CENTENNIAL PEAKS PROPOSAL (BOTH OUTPATIENT & ECT)

Facility	Name & Number	Existing Beds	Added Beds	Total Beds	City	State	Existing Parking	New Parking	Total Parking	Spaces / Bed	FGI Yes or No	Remarks	ECT	Outpatient
<b>Centennial Peaks - Current State</b>		72		72	Louisville	CO	120		120	1.67	Yes	Current state is often a full parking lot with additional cars parked on grass and occasional overflow at Avista.	yes	yes
<b>Centennial Peaks - Proposed</b>		72	32	104	Louisville	CO	118	62	180	1.73	Yes	City of Louisville code requires 3 spaces per 2 beds (156 spaces). This number does not align with current need for parking at the hospital: by code the current requirement is 108 beds, but this number falls short of actual parking need, as outlined above. When there are no local requirements for parking, FGI requires 1 space for each bed + 1 space for each FTE during regular weekday shift. With the growth in FTE count plus beds FGI requirement would equal approximately 202 spaces. The proposed 180 spaces accommodates the anticipated spaces needed without requiring overflow, minimizes the amount of new paving to meet demand, and strikes the right balance between local and FGI requirements. This total is also consistent with parking at similar UHS facilities as outlined in this document.	yes	yes
							(loss of 2 spaces)	(# of spaces added)						



**SITE DATA**

LAND USE	SQUARE FEET	ACRES	%
LOT SIZE	275,200 S.F. ±	6.3a ±	100%
BUILDING AREA	52,000 S.F. ±	1.2a ±	19%
OPEN SPACE	150,400 S.F. ±	3.6a ±	50%
PARKING LOTS	53,600 S.F. ±	1.2a ±	19%
SIDEWALKS / PATIOS	11,200 S.F. ±	.3a ±	4%

**REVISED FINAL SITE PLAN**

SCALE 1" = 40'-0"

**PLANNING COMMISSION CERTIFICATE**

APPROVED THIS 5th DAY OF Sept, 1987 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 27 SERIES 1987  
*D.W. Fenech* CHAIRMAN *Mary Ann Pollock* SECRETARY

**CITY COUNCIL CERTIFICATE**

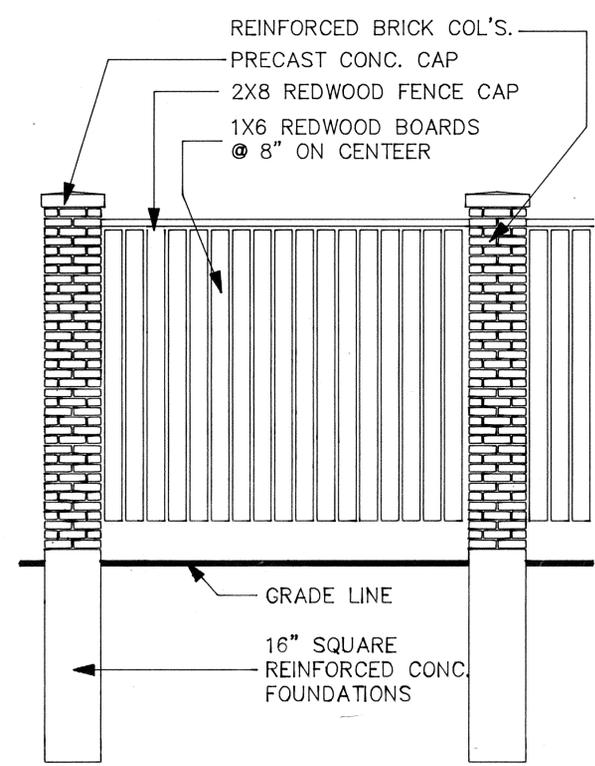
APPROVED THIS 15th DAY OF Sept, 1987 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 28 SERIES 1987  
*Herman Larson* MAYOR *Samuel Lewis* CITY CLERK

**CLERK & RECORDER CERTIFICATE**

COUNTY OF BOULDER  
 STATE OF COLORADO  
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 03:14 O'CLOCK P.M., THIS 8th DAY OF October, 1987, AND IS DULY RECORDED IN PLAN FILE P-21 E-3017 FEE \$20.00, PAID 1479  
 RECEPTION NO. 881971  
*Charlotte Houston* RECORDER *Ronita M. Sullivan* DEPUTY

ADVENTIST HEALTH SYSTEMS, THE OWNERS OF LOT #1 OF THE HEALTH PARK SUBDIVISION, FILING #1 HEREBY ACKNOWLEDGE AND ACCEPT THIS REVISED FINAL P.U.D. AND ALL OBLIGATIONS THERE UNDER.  
*Adrian Regerson* OWNER, LOT #1 DATE 9/14/87

BOULDER PSYCHIATRIC INSTITUTE, THE DEVELOPERS OF LOT #1 OF THE HEALTH PARK SUBDIVISION, FILING #1 HEREBY ACKNOWLEDGE AND ACCEPT THIS REVISED FINAL P.U.D. FOR THE IMPROVEMENTS WITHIN LOT #1 AND ALL OBLIGATIONS THERE UNDER.  
*Stanley B. Tommich* DEVELOPER, LOT #1 DATE 9/14/87



**FENCE ELEVATION DT'L.**

SCALE: 1/2" = 1' - 0" 88th Street

**sutter** architects/planners  
 420 South Howes No. 107  
 Fort Collins  
 Colorado 80521  
 (303) 493-5191

**LOUISVILLE PSYCHIATRIC HOSPITAL**  
 LOUISVILLE, COLORADO

date: 8-6-87

REVISIONS	
<u>9/3/87</u>	
<u>9/11/87</u>	

drawn by: LODD, BLM

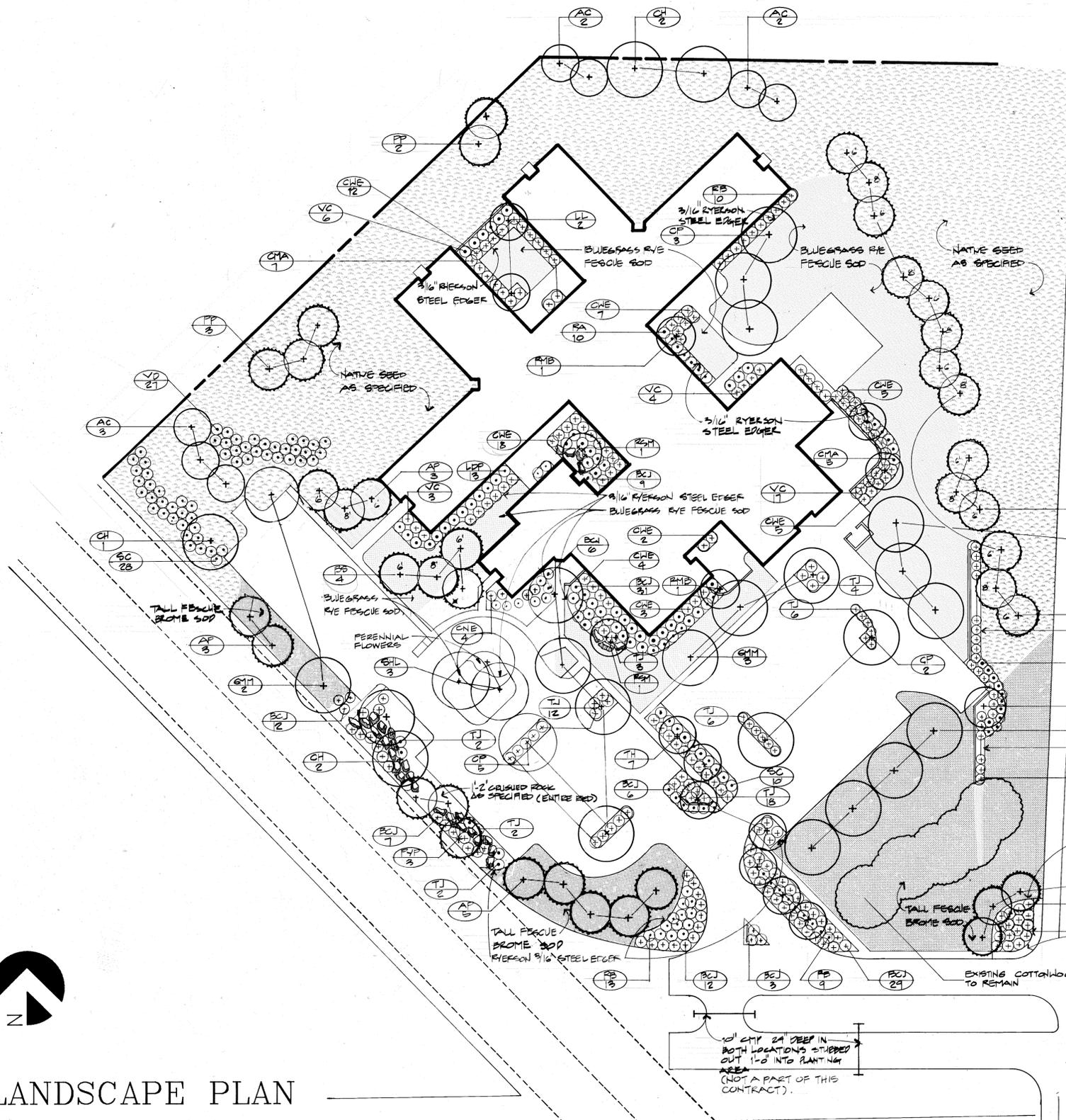
**REVISED FINAL PLAN**  
**MEDICAL OFFICE SPACE ADDITION**

sheet: 1  
 of: 2  
 project number: 103-02-86

### Landscape Schedule

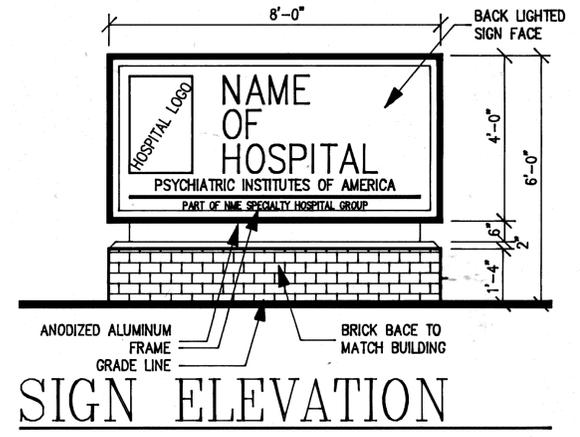
CODE	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT TYPE
RSM	2	Red Sunset Maple	Acer rubrum 'Red Sunset'	2" cal.	B & B
GMR	4	Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	2" cal.	B & B
AC	7	Shadlow Serviceberry	Amelanchier canadensis	1-1/2" cal.	B & B
RMB	5	Rocky Mountain Birch	Betula fontinalis	1-1/2" cal.	B & B
CH	5	Common Hackberry	Celtis occidentalis	2" cal.	B & B
TH	7	Toba Hawthorn	Crataegus x 'Toba'	1-3/4" cal.	B & B
RO	1	Russian Olive	Elaeagnus angustifolia	2" cal.	B & B
SHL	3	Skyline Honeylocust	Gleditsia triacanthos inermis 'Skyline'	2" cal.	B & B
CP	13	Bradford Pear	Pyrus calleryana 'Bradford'	2" cal.	B & B
LL	2	Littleleaf Linden	Tilia cordata 'Littleleaf Linden'	2" cal.	B & B
BS	7	Colorado Blue Spruce	Picea pungens 'glauca'	6' height	B & B
BS	4	Colorado Blue Spruce	Picea pungens 'glauca'	8' height	B & B
PYP	2	Pinyon Pine	Pinus edulis cembroides	6' height	B & B
PYP	1	Pinyon Pine	Pinus edulis cembroides	8' height	B & B
AP	13	Austrian Pine	Pinus nigra	8' height	B & B
AP	9	Austrian Pine	Pinus nigra	8' height	B & B
PP	3	Ponderosa Pine	Pinus ponderosa	6' height	B & B
PP	2	Ponderosa Pine	Pinus ponderosa	8' height	B & B
RB	32	Redleaf Barberry	Barberis thunbergii 'atropurpurea'	18" height	Container
SC	13	Spreading Cotoneaster	Cotoneaster divaricata	30" height	Container
CWE	60	Compact Winged Euonymus	Euonymus alatus compacta	18" height	Container
LDP	13	Lodense Privet	Ligustrum vulgare 'Lodense'	18" height	Container
CMA	12	Compact Mahonia	Mahonia aquifolium compacta	18" height	Container
RA	10	Alpine Currant	Ribes alpinum	18" height	Container
VC	30	Korean-Spice Viburnum	Viburnum carlesii	30" height	Container
VD	27	Arrowwood Viburnum	Viburnum dentatum	30" height	Container
BCJ	134	Blue Chip Juniper	Juniperus horizontalis 'Blue Chip'	24" spread	Container
BJ	11	Broadmoor Juniper	Juniperus sabinna 'Broadmoor'	24" spread	Container
TJ	77	Tammy Juniper	Juniperus sabinna tamariscifolia	24" spread	Container

Note: 1. All shrub planting areas adjacent to building are to receive 4" deep Far West Fiber mulch (see specifications)  
 2. All shrub planting areas other than those adjacent to building are to receive 4" deep 1" - 2" crushed rock as indicated in specification.



## LANDSCAPE PLAN

SCALE 1" = 40'-0"



Scale: 1/2" = 1' - 0"

**sutter** architects/planners  
 420 South Hovos No. 107  
 Fort Collins  
 Colorado 80521  
 (303) 493-5191

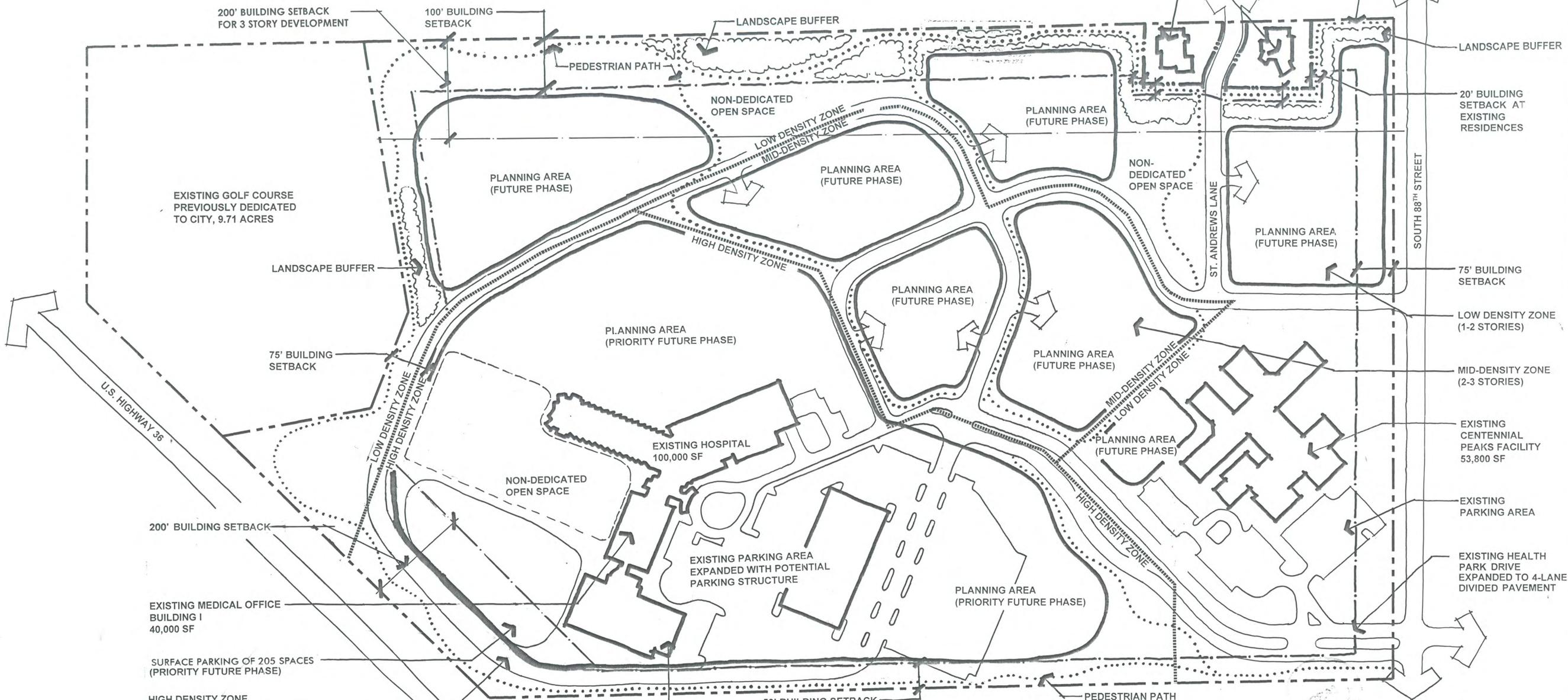
## LOUISVILLE PSYCHIATRIC HOSPITAL LOUISVILLE, COLORADO

DATE:	8-10-87
REVISIONS:	9-23-87
	9-11-87

drawn by:  
**FINAL LANDSCAPE PLAN**

sheet:  
**2**  
 of: **2**  
 project number:  
 05-02-86

# AVISTA ADVENTIST HOSPITAL (FORMERLY CENTENNIAL HEALTH PARK) GENERAL DEVELOPMENT PLAN



1  
L1.1

## SITE MASTERPLAN

SCALE: 1"=100'

L1-OSPL.DWG



### DEVELOPMENT CHARACTER GUIDELINES

- THE FOLLOWING GUIDELINES PROVIDE A STANDARD OF CHARACTER FOR DEVELOPMENT:
- "CAMPUS"-TYPE DEVELOPMENT OF UNIFIED AND CONSISTENT SITE AND ARCHITECTURAL ELEMENTS
  - CLUSTERED AND INDEPENDENT BUILDINGS OF 1-4 STORIES, POSSIBLY WITH BASEMENTS
  - COMMON MEDICAL USES
  - OPEN SPACE NETWORK OF LAWN AND PLANTING AREAS ENHANCING VIEWS AND CONNECTED WITH PEDESTRIAN PATHS
  - LOGICAL AND SEQUENTIAL VEHICULAR AND PEDESTRIAN CIRCULATION SYSTEMS
  - EVENLY DISTRIBUTED PAVED PARKING AREAS TO CONVENIENTLY SERVE EACH FACILITY, VISUALLY BUFFERED BY LANDSCAPING

### GENERAL NOTES

- DEVELOPMENT WILL BE SUBJECT TO THE CITY OF LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES AS AMENDED FROM TIME TO TIME.
- APPLICANT WILL NEED TO DEMONSTRATE HEIGHT NEEDED FOR MEDICAL OFFICES IN THE HIGH DENSITY ZONE GREATER THAN 67' (INCLUDING ROOFTOP MECHANICAL).
- FREESTANDING CHURCHES SHALL REQUIRE SPECIAL REVIEW USE APPROVAL.

### SITE INFORMATION

<b>TOTAL ACREAGE:</b>	60.97 ACRES (2,655,853 SF)
<b>ZONING:</b>	EXISTING FACILITIES: SPLIT ZONED: "A" FOR HOSPITAL LOTS "PCZD-R" FOR SPICER LOTS PROPOSED FACILITIES: "PCZD-C" FOR HOSPITAL LOTS "PCZD-R" FOR SPICER LOTS
<b>BUILDING AREA SUMMARY</b>	
EXISTING FACILITIES:	
AVISTA HOSPITAL	100,000 SF
MOB I	40,000 SF
CENTENNIAL PEAKS FACILITY	53,777 SF
<b>SUBTOTAL</b>	<b>193,777 SF</b>
<b>FUTURE PHASES:</b>	
PLANNING AREAS	556,223 SF
<b>TOTAL MAXIMUM BUILDOUT</b>	<b>750,000 SF</b>

### PERMITTED USES (USES INTENDED TO SERVE OR SUPPORT THE PRIMARY FUNCTION OF HEALTH CARE OF THE CAMPUS)

USE	COMMENTS/REMARKS
PROFESSIONAL, BUSINESS, & ADMINISTRATIVE OFFICES	
HOSPITALS & MEDICAL CLINICS	
DIAGNOSIS, TREATMENT, & CARE OF HUMAN AILMENT	
DOCTOR'S OFFICES	
PHARMACIES	
MENTAL HEALTH CENTERS	
NURSING & REST HOMES	
SMALL & LARGE CHILD CARE CENTERS	
CONVALESCENT & RETIREMENT HOMES	
GUEST RESIDENCES	
DINING FACILITIES	
PHYSICAL FITNESS FACILITIES	
FINANCIAL FACILITIES	
SPECIALTY SALES OR DISTRIBUTION OFFICES	
OTHER MEDICALLY RELATED FACILITIES	
CHURCHES	
PEDESTRIAN PLAZAS & WAYS	
PARKING LOTS & PARKING BUILDINGS	

### BUILDING HEIGHT SUMMARY

<b>BUILDING HEIGHT GUIDELINES</b>
14'-0" FLOOR TO FLOOR HEIGHT
14'-0" BASEMENT HEIGHT
4'-0" PARAPET HEIGHT
14'-0" MECHANICAL PENTHOUSE HEIGHT

### BUILDING HEIGHT PARAMETERS

<b>LOW DENSITY ZONE:</b>
1-2 STORIES
35'-0" MAXIMUM BUILDING HEIGHT FOR RESIDENTIAL STYLE STRUCTURES WITH PITCHED ROOFS
28'-0" MAXIMUM BUILDING HEIGHT FOR ALL OTHER STRUCTURES
32'-0" PARAPET HEIGHT
42'-0" MECHANICAL PENTHOUSE HEIGHT
<b>MID-DENSITY ZONE:</b>
2-3 STORIES
42'-0" MAXIMUM BUILDING HEIGHT
46'-0" PARAPET HEIGHT
56'-0" MECHANICAL PENTHOUSE HEIGHT
<b>HIGH DENSITY ZONE:</b>
4 STORIES MAXIMUM PLUS BASEMENT
63'-0" MAXIMUM BUILDING HEIGHT
67'-0" PARAPET HEIGHT
77'-0" MECHANICAL PENTHOUSE HEIGHT

### PARKING SUMMARY

EXISTING FACILITIES	GROSS AREA (SF)	PARKING RATIO (SPACES/SF)	PARKING PROVIDED
HOSPITAL	100,000		
MOB I	40,000		
<b>SUBTOTAL</b>	<b>140,000</b>	<b>3.5/1000</b>	<b>486</b>
<b>PROPOSED FACILITY</b>			
HIGH DENSITY ZONE		3.5/1000	
MID-DENSITY ZONE		5/1000	
LOW DENSITY ZONE		6/1000	

### BUILDING SETBACK SUMMARY

200' FROM NORTH PROPERTY BOUNDARY FOR 3 STORY DEVELOPMENT
100' FROM NORTH PROPERTY BOUNDARY FOR ALL OTHER DEVELOPMENT
75' FROM SOUTH 88 <sup>TH</sup> STREET R.O.W.
50' FROM SOUTH PROPERTY BOUNDARY
200' FROM U.S. 36
75' ALONG THE GOLF COURSE

**CITY COUNCIL CERTIFICATE**  
APPROVED THIS 18<sup>TH</sup> DAY OF August, 1998 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 45, SERIES 1998  
Tom Davidson, Mayor  
CITY CLERK

**PLANNING COMMISSION CERTIFICATE**  
APPROVED THIS 23<sup>RD</sup> DAY OF July, 1998 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 24, SERIES 1998  
CHAIRMAN  
SECRETARY

**CLERK AND RECORDER CERTIFICATE**  
(COUNTY OF BOULDER, STATE OF COLORADO)  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 9:12 O'CLOCK A.M. THIS 18<sup>TH</sup> DAY OF MAY, 1999, AND IS RECORDED IN PLAN FILE NO. 416.00, FILM NO. N/A, RECEPTION 1988138, DEPUTY Carol Jacobson P-47 F-4 #47

**OWNERSHIP SIGNATURE BLOCK**  
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP.  
WITNESS OUR HANDS AND SEALS THIS 27<sup>TH</sup> DAY OF October, 1999.  
OWNER: John Sackett  
NOTARY: TANDY L. SMITH, Notary Public, State of Colorado, 211-110

98409.10 PROJECT NO.

GENERAL DEVELOPMENT PLAN DRAWING TITLE

AVISTA ADVENTIST HOSPITAL PROJECT TITLE

DAVIS PARTNERSHIP P.C., ARCHITECTS  
MELLON FINANCIAL CENTER 1775 SHERMAN STREET SUITE 3100 DENVER, COLORADO 80203-4325 (303)861-8555 FAX(303)861-3027

DATE	3/23/98
SCALE	1"=100'
DRAWN BY	MNL, MAF
CKTD. BY	LAM
REV.	7/13/98
REV.	7/28/98
REV.	
CDP/LE	L1-OSPL

DRAWING NO. 1 OF 1

Wed Mar 18 16:24:19 1998 J:\CADNET\LOG\BILLABLE\cf Michelle P:\AVISTA\98409\DWGS\REG\GDPL-1.prf

TO: Lauren Trice, Planner II

CC: Kurt Kowar, Public Works Director  
Craig Duffin, City Engineer

FROM: Cameron Fowlkes, Civil Engineer III 

DATE: January 4, 2016

SUBJECT: 2<sup>nd</sup> Review - Centennial Peaks Behavioral Health – PUD Amendment (100 Health Park Drive)

---

Public Works staff completed a review of the revised Development Application Referral for the subject, received on December 18, 2015 and has the following comments:

#### PRELIMINARY DRAINAGE REVIEW

1. Submit a complete revised drainage memo for review. The resubmitted information is not enough for a review of the drainage calculations. Please include:
  - a. Calculations for the existing pond.
  - b. New calculations for the proposed pond (including 1 foot of freeboard).
  - c. Water quality per City Criteria.
  - d. What modifications to the outlet structure are required?
  - e. Spillway calculations (100 year pond developed inflow).
  - f. Pond sizing calculations.
  - g. Remove sheet DM-01 from the PUD and include it with the drainage memo.
  - h. Pipe sizing calculations.
  - i. Swale calculations (Both existing swales along St. Andrews Lane). Are these sufficient for flows?

#### GRADING PLAN – Sheet C-311

1. Add drainage information requested. Detention volumes release rates, etc.

#### SIGNAGE AND STRIPING PLAN– Sheet C-421

1. This sheet is not typical for a PUD. The information can be shown on the Development Plan. The GDP and existing Plat can also be removed from the set unless Planning has an objection.

UTILITY PLAN – Sheet C511

1. The applicant shall add labels to each water line indicating use (Private Fire Hydrant Lateral, Domestic Water Service, Fire Service, Irrigation Service).
2. The applicate shall provide a separate tap for the irrigation service. This is required on commercial buildings.

All other comment responses from the memo dated November 19, 2015 are satisfactory



**SUBJECT: ORDINANCE NO. 1716, SERIES 2016 - AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE (LMC) TO ADD HEALTH OR ATHLETIC CLUBS, SPAS, DANCE STUDIOS AND FITNESS STUDIOS AS A LISTED USE GROUP AND SPECIFYING IN WHICH ZONE DISTRICTS THESE USES MAY BE DEVELOPED - 1<sup>ST</sup> Reading – Set Public Hearing 03/08/2016**

**DATE: FEBRUARY 16, 2016**

**PRESENTED BY: LAUREN TRICE, AICP, PLANNER I**

**SUMMARY:**

Section 17.12.030 of the Louisville Municipal Code (LMC) lists all of the potential land uses allowed in the City of Louisville, and states in which zone districts these land uses are expressly permitted, prohibited, or permitted through special review. This use group table is referenced any time development of a new use is proposed in the City, to determine if it is permitted in its proposed location.

Planning staff has reviewed and processed numerous applications in recent years for the development of specific unique instructional fitness related businesses such as yoga and pilates studios, cross-fit studios, climbing gyms, and dance studios. Although these types of businesses are fairly common throughout the City, they are only expressly listed in the mixed use zone districts regulations in Section 17.14.050 of the LMC. Such uses are not expressly listed as a use group in Section 17.12.030 (Use groups), Section 17.72.090.B (Commercial and Office Uses Permitted), and Section 17.13.020 (Use Groups).

Currently, staff classifies fitness related studios under Use Group #9: *“Public and private schools (Other than items 10, 11 and 12), studios for professional work or teaching of any form of fine arts, photography, music, drama, dance, but not including a commercial gymnasium”*. Staff interprets these small scale businesses based on their unique instruction oriented fitness classes as private schools, not general use commercial gymnasiums.

City Council recently directed staff to add a new use group which better represents these types of businesses within the LMC uses tables and determine the most appropriate zone districts City-wide to allow their use. Staff agrees with City Council that Use Group #9 does not accurately define these instructional fitness related land uses because they may be perceived as a “commercial gymnasium” while their specific business model is specifically similar to a private school. The attached ordinance is written to add a new use group (#62) that defines these types of uses, and specifies in which zone districts they may be allowed.

**TITLE 17 AMENDMENTS**

Staff recommends modifying Title 17 of the LMC in four areas to add “health or athletic clubs, spas, dance studios, and fitness related studios” as uses in the land use code and specifying where these uses may be allowed:

- 1) Section 17.12.030 – Use Groups
- 2) Section 17.14.050 – Permitted uses within the Mixed Use Zone District
- 3) Section 17.72.090 – Permitted Commercial and Office Uses in the Planned Community Zone District (PCZD)
- 4) Section 17.13.020 – Use Groups in the AO-T zone district

**Section 17.12.030 – Use Groups**

Chapter 17.12 of the LMC identifies which land uses are allowed in the City, where they can be located, and how they may fit on a specific property. Staff suggests the land use table in Section 17.12.030 be modified, as shown below, to add “health or athletic clubs, spas, dance studios, or yoga studios” as the 62<sup>nd</sup> use group. These uses would be permitted by right in the Commercial Neighborhood (CN), Community Commercial (CC) and Commercial Business Zone Districts. The uses could be approved by Special Review in the Administrative Office (AO), Business Office (BO), Administrative Office Transitional (AO-T), and Industrial (I) zone districts.

Staff also recommends amending use group #9 to delete “dance,” from the Use Group description contained therein to eliminate redundancy between the two use groups.

Use Group		Zoning Districts																	
		A	A O	B O	AOT*	RR-R	SFR	SFE	RR RE RL	SFLD SFMD SFHD	R M	R H	C N	C C	C B	I	PCZ D**	MU R/CC ***	OS ****
22	Public and private schools (Other than items 10, 11 and 12), studios for professional work or teaching of any form of fine arts, photography, music, drama, dance, but not including a commercial gymnasium	R	R	R		R	R	R	R	R	R	R	R	R	R	R			
62	Health or athletic clubs, spas, dance studios, fitness studios	N	R	R		N	N	N	N	N	N	N	Y	Y	Y	R			

\* AO-T uses are described in chapter 17.13.

\*\* PCZD uses are discussed in chapter 17.72.

\*\*\* MU-R uses are discussed in chapter 17.14.

\*\*\*\* OS The designated classifications of open space lands are set forth in the Open Space Master Plan approved by city council. Provisions regarding the use and management of open space lands are found in the Open Space Master Plan, Article 15 of the City Charter, and Title 4 of this Code.

**SUBJECT: ORDINANCE NO. 1716, SERIES 2016**

**DATE: FEBRUARY 16, 2016**

**PAGE 3 OF 3**

**Section 17.14.050.A: Table 1 - Permitted uses within the Mixed Use Zone District**

Staff recommends amending Table 1 in Section 17.14.050.A of the LMC to delete the phrase “Health or athletic clubs, spas, dance studios, yoga studios” and insert in its place the phrase “Health or athletic clubs, spas, dance studios, fitness studios.”

**Section 17.72.090 – Uses in the Planned Community Zone District**

The Use Group Table in Section 17.12.030 defers to Section 17.72.090 B of the LMC to define the uses permitted in the Planned Community Zone District (PCZD). The uses that may be permitted in the PCZD – Commercial District are defined Section 17.72.090 B. This list of uses does not include fitness studios. Staff proposes adding a 23<sup>rd</sup> item to that list of uses titled “health or athletic clubs, spas, dance studios, or fitness studios”.

**Section 17.13.020 – Use Groups in the AO-T zone district**

The Use Group Table in Section 17.12.030 defers to Section 17.13.020 of the LMC to define the uses permitted in the Administrative Office Transitional (AO-T) zone district. This list of uses does not include uses fitness studios either. Staff proposes adding a new item “D” to that list of uses titled “health or athletic clubs, spas, dance studios, or fitness studios”.

**FISCAL IMPACT**

Amending the LMC to add health or athletic clubs, spas, dance studios, or fitness studios to the list of uses that may be permitted throughout the City will have no discernable fiscal impact on the City. These uses already operate legally in the City. The proposed action will only clarify where they are permitted and likely simplify their development review process.

**PLANNING COMMISSION ACTION**

The Planning Commission held a public hearing January 14, 2016. After some discussion about the nuances of the language in the LMC, and how certain uses are classified, the Planning Commission voted unanimously (7-0) to recommend the City Council approve the Ordinance amending Title 17 of the Louisville Municipal Code. The complete minutes from the Planning Commission hearing are included as an Attachment to this communication.

**RECOMMENDATION**

Staff recommends City Council adopt Ordinance No. 1716, Series 2016 an ordinance amending title 17 of the Louisville Municipal Code (LMC) to add health or athletic clubs, spas, dance studios and fitness studios as a listed use group and specifying in which zone districts these uses may be developed on first reading, and set second reading and public hearing for March 8, 2016.

**ATTACHMENTS:**

1. Ordinance No. 1716, Series 2016
2. January 14, 2016 - Planning Commission Minutes

**ORDINANCE NO. 1716  
SERIES 2016**

**AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO ADD HEALTH OR ATHLETIC CLUBS, SPAS, DANCE STUDIOS AND FITNESS STUDIOS AS A LISTED USE GROUP AND SPECIFYING IN WHICH ZONE DISTRICTS THESE USES MAY BE DEVELOPED**

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

**WHEREAS**, health or athletic clubs, spas, dance studios, and fitness studios are located within the City of Louisville and are uses the City Council desires to allow in certain parts of the City; and

**WHEREAS**, while such uses are expressly listed in the mixed use zone districts regulations in Section 17.14.050 of the Louisville Municipal Code (LMC), such uses are not expressly listed in the other use category sections of the LMC; and

**WHEREAS**, specifically, Section 17.12.030 (Use Groups), Section 17.72.090.B (Commercial and Office Uses Permitted), and Section 17.13.020 (Use Groups) of the LMC do expressly list health or athletic clubs, spas, dance studios, and fitness studios as uses that may be developed in the City; and

**WHEREAS**; City Council desires to add a new use group titled "Health or athletic clubs, spas, dance studios, and fitness studios to Section 17.12.030 (Use groups), Section 17.72.090.B (Commercial and Office Uses Permitted), and Section 17.13.020 (Use Groups) of the LMC, and determine where these types of uses may be permitted; and

**WHEREAS**, after a duly noticed public hearing held January 14, 2015, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated January 14, 2015, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code set forth in this ordinance; and

**WHEREAS**, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice;

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

**Section 1.** The Use Group table in Section 17.12.030 of the Louisville Municipal Code is hereby amended by the addition of a new use group 62 to read as follows:

Use Group		Zoning Districts														PCZD **	MU R/CC ***	OS ****	
		A	AO	BO	AOT *	RRR	SFR	SFE	RR RE RL	SFLD SFMD SFHD	RM	RH	CN	CC	CB				I
62	Health or athletic clubs, spas, dance studios, fitness studios	N	Y	Y	Y	N	N	N	N	N	N	N	Y	Y	Y	R			

\* AO-T uses are described in chapter 17.13.

\*\* PCZD uses are discussed in chapter 17.72.

\*\*\* MU-R uses are discussed in chapter 17.14.

\*\*\*\* OS The designated classifications of open space lands are set forth in the Open Space Master Plan approved by city council. Provisions regarding the use and management of open space lands are found in the Open Space Master Plan, Article 15 of the City Charter, and Title 4 of this Code.

**Section 2.** Use Group 9 within the Use Group table in Section 17.12.030 of the Louisville Municipal Code is hereby amended to delete “dance,” from the Use Group description contained therein.

**Section 3.** Table 1 in Section 17.14.050.A of the Louisville Municipal Code is hereby amended to delete the phrase “Health or athletic clubs, spas, dance studios, yoga studios” and insert in its place the phrase “Health or athletic clubs, spas, dance studios, fitness studios.”

**Section 4.** Section 17.72.090.B of the Louisville Municipal Code is hereby amended by the addition of a new subsection B.23 to read as follows:

23. *Health or athletic clubs, spas, dance studios, and fitness studios.*

**Section 5.** Section 17.13.020 of the Louisville Municipal Code is hereby amended by the addition of a new subsection D to read as follows:

D. *Health or athletic clubs, spas, dance studios, and fitness studios.*

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

**Section 7.** The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty,

forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 7.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED  
this 16<sup>th</sup> DAY OF FEBRUARY, 2016.**

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Light, Kelly, P.C.  
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING this 8<sup>th</sup> day of  
MARCH, 2016.**

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

# ***Planning Commission***

## ***Meeting Minutes***

**January 14, 2016**  
**City Hall, Council Chambers**  
**749 Main Street**  
**6:30 PM**

- **Land Use Modification: Resolution 1, Series 2016.** A resolution recommending approval of an ordinance amending Title 17 of the Louisville Municipal Code (LMC) to add health or athletic clubs, spas, dance studios and yoga studios as allowable uses in the City of Louisville and specifying in which zone districts these uses may be developed.
- Staff member: Troy Russ, Interim Director of Planning and Building Safety

*Conflict of Interest and Disclosure:*  
None.

*Public Notice Certification:*  
Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and City Web-Site January 7, 2016.

*Staff Report of Facts and Issues:*  
**Troy Russ** presented from Power Point:  
TITLE 17 AMENDMENTS

- Staff is recommending modifications to Title 17 of the LMC in four areas to add “health or athletic clubs, spas, dance studios, and fitness related studios” as uses in the land use code and specifying where these uses may be allowed:
  - Section 17.12.030 – Use Groups
  - Section 17.14.050 – Permitted uses within the Mixed Use Zone District
  - Section 17.72.090 – Permitted Commercial and Office Uses in the Planned Community Zone District (PCZD)
  - Section 17.13.020 – Use Groups in the AO-T zone district

As PC knows, over the last several years, we have received applications for fitness studios, yoga studios, dance studios, and CrossFit, and we have put them through the rigors of a Special Review Use (SRU). Nowhere in the LMC other than Chapter 17.14 are these uses specifically allowed. Staff has interpreted 17.13 Use Group 9 to look within the use groups allowed where the land use could be used. Because of the scale of requested uses and the business plans of requested use, we actually align them with Use Group 22 which is “public or private schools, studios for professional work or teaching any form of the fine arts, photography, music, drama, dance, but not including a commercial gymnasium”. We do not have commercial gymnasiums anywhere defined in the LMC. Based on the business plan and the scale of those investments, we put them in General Use Group 22 which is largely throughout the City, both residential zone district as well as commercial zone district, a use by SRU. We recognize that this is an old Use Group table. We have fitness studios as a common business practice and we

have several operating in the City, so it is time we updated our Use Group Table. We recommend creating Use Group 62, specifically called health or athletic clubs, spas, dance studios, fitness studios. This is similar to what is in Chapter 17.14 in the Mixed Use Zone District, but we modified it specifically call out fitness studios. They are a very unique business model. Concurrently with this, we are going into Use Group 22 and deleting “dance”; it is now being put into Use Group 62. We are not changing anything in Use Group 22 other than eliminating “dance” studios. It will now be art class, music class, private or public school that appropriately could fit within a residential zone district. We are not changing the Use Group category and are leaving them in SRU throughout the residential zone districts as well as throughout the City. Use Group 62, now being much more of a commercial activity, will specifically prohibit “dance” in the residential zone district, Allowing it as a use by SRU within the office zone district, and giving it a Use By Right within the commercial zone district. You will see us amend not only Chapter 17.12 Use Groups but will amend 17.14 Mixed Use Zone District as well as 17.72 Planned Community Zone District and 17.13 Office Zone District.

Use Group	Zoning Districts																	
	A	A O	B O	AOT*	RR-R	SFR	SFE	RR RE RL	SFLD SFMD SFHD	R M	R H	C N	C C	C B	I	PCZD*	MU R/CC ***	OS ****
22	R	R	R		R	R	R	R	R	R	R	R	R	R	R			
62	N	R	R		N	N	N	N	N	N	N	Y	Y	Y	R			

\* AO-T uses are described in chapter 17.13.  
 \*\* PCZD uses are discussed in chapter 17.72.  
 \*\*\* MU-R uses are discussed in chapter 17.14.  
 \*\*\*\* OS The designated classifications of open space lands are set forth in the Open Space Master Plan approved by city council. Provisions regarding the use and management of open space lands are found in the Open Space Master Plan, Article 15 of the City Charter, and Title 4 of this Code.

**Staff Recommendations:**

Staff recommends Planning Commission move to approve Land Use Modification: Resolution 1, Series 2016, a resolution recommending approval of an ordinance amending Title 17 of the Louisville Municipal Code (LMC) to add health or athletic clubs, spas, dance studios and yoga studios as allowable uses in the City of Louisville and specifying in which zone districts these uses may be developed.

**Commission Questions of Staff:**

**Moline** asks why on page 2 of the Staff Report, there is the grid showing the Use Groups within the zoning districts and then there are zoning districts that have asterisks. It seems odd that we are not able to show those uses whether they are allowed by right or not, yes or no, in those categories in that grid.

**Russ** says I agree. The user friendliness of the LMC has its challenges and what you are seeing here is evidence that the municipal codes evolve over time. We didn't have this business use category ten years ago. You see this throughout the LMC. The first column, the planned

community zone district, is Chapter 17.72. In Chapter 17.72, there are 23 allowed land uses. In Chapter 17.12, we have 62 allowed land use categories. Chapter 17.12 is City wide. The planned community zone districts are only the PCZD zone districts. This table can be upgraded over time to mix in the Mixed Use Zone District, the planned community zone district, and office zone district. What you are seeing is evidence of the incremental change over time as new business or land uses are discovered. We put them in incrementally. You are bringing up an obvious point from a Planning staff perspective. We know it is frustrating to applicants and it is equally frustrating to staff. Do we need to do a wholesale update to Chapter 17 itself? I would support that as you get through the Small Area Plans. PC has done the Comprehensive Plan. The Small Area Plans and Neighborhood Plans cover every different aspect of the City. You have Staff that supports it.

**Tengler** asks what is the distinction of a commercial gymnasium and when does a fitness or an athletic club turn into a commercial gym? What are they?

**Russ** says we don't allow commercial gymnasiums in the City of Louisville. We don't know what they are. They are not defined in the LMC. We don't have a definition in Chapter 17. Staff then goes to the common interpretation of it in the Webster's or Oxford dictionary and interpret it. Generally, commercial gymnasiums are large commercial facilities. They are similar to health clubs. Multiple sporting events go on within them that are commercial-related. They are slightly different than a health spa. A health spa introduces sales, massage, and other types of businesses. Commercial gym is a really antiquated use. You are seeing evidence of an old land use that was common in the 1950s, 1960s, and 1970s that is no longer common now.

**Tengler** says if an ice rink proposal came up, how would it be handled? Would it be considered a commercial gym or would it fall under one of these other health or athletic clubs?

**Russ** says I would go through all 62 of the Use Groups. If a specific land use is not identified, it is not allowed. The Use Groups in Chapter 17.12 are very general and leave room for interpretation and some flexibility as new businesses come on time. A publicly-operated ice rink is very different than a private operation. Is it a City municipal service? We have a land use code called Municipal Services and that is where the Downtown Ice Rink falls.

**Hsu** asks about Use Group 16 of private recreational and social facilities such as tennis clubs, swimming clubs, and golf courses. How is that different than what you are proposing? Why haven't gyms been used in this one instead of vocational schools?

**Russ** says I don't think a fitness studio is a recreational item because of the way their business plan works. They are based on instruction. In a yoga studio, you have an instructor with classes that sign up. In a tennis club, you don't. You can interpret it all sorts of ways. I don't think we have a Use Group that clearly defines or accurately reflects a yoga studio, a Crossfit studio, or a climbing gym, which is a very specific single user group. These are nuances on why we kept it in a school because their business plan is school-based, not free use-based.

**O'Connell** asks if we have a definition of spa.

**Russ** says he does not have the LMC in front of me. I suspect we do not.

**O'Connell** asks if we have a definition of massage parlor. Can a massage parlor apply under a spa?

**Russ** says we do have a definition of massage parlor and we heavily regulate them. That specific business model requires licensure to be a massage therapist. If within your business plan, you call for massage, we have codes that specifically call it out. This is different than a spa. A business comes to the Finance Department and applies for a business license and use and licensure are entered. The Finance Department gives it to the Planning Department to determine concurrence.

**Pritchard** says these changes over overdue. We have bigger issues when it comes to these changes. I think we need to move forward. I am favor of making these changes as Russ and Staff have recommended. I would like Council to know that we'd like this to be on their radar.

Closed Public Hearing and discussion by Commission:

Motion made by **Brauneis** to approve Land Use Modification: Resolution 1, Series 2016, seconded by **O'Connell**. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Ann O'Connell	Yes
Jeff Moline	Yes
Steve Brauneis	Yes
Tom Rice	Yes
David Hsu	Yes
Motion passed/failed:	Pass

Motion passes 7-0.

tchard adjourned meeting at 7:45 PM.

DRAFT

**SUBJECT: DISCUSSION/DIRECTION/ACTION - CITY COUNCIL SUMMER MEETING SCHEDULE**

**DATE: FEBRUARY 16, 2016**

**PRESENTED BY: CITY MANAGER'S OFFICE**

**SUMMARY:**

Members of the City Council have asked about creating a break between meetings this summer to allow for some extended vacation time as was done in 2015. The City Charter requires the City Council hold at least two regular meetings each month (Section 4-1(a)). Given that requirement, and the 2016 calendar, staff and Council came up with four possible scenarios. Other options could also be considered.

Option 1:

- May 31 – 5<sup>th</sup> Tuesday, no meeting
- June 7 – cancel regular meeting
- June 14 – cancel study session  
*four weeks between meetings*
- June 21 – regular meeting
- June 28 – regular meeting, budget retreat
- Regular July schedule

Option 2:

- June 7 – regular meeting
- June 14 – regular meeting, budget retreat
- June 21 – cancel regular meeting
- June 28 – cancel study session
- July 5 – cancel regular meeting  
*four weeks between meetings*
- July 12 – regular meeting
- July 19 – study session
- July 26 regular meeting

Option 3:

- May 31 – 5<sup>th</sup> Tuesday, no meeting
- June 7 – cancel regular meeting
- June 14 – study session  
*three weeks between meetings*
- June 21 – regular meeting
- June 28 – regular meeting, budget retreat
- Regular July schedule

**SUBJECT: SUMMER MEETING SCHEDULE**

**DATE: FEBRUARY 16, 2016**

**PAGE 2 OF 2**

Option 4:

- May 31 – 5<sup>th</sup> Tuesday, no meeting
- June 7 – regular meeting, budget retreat
- June 14 – cancel study session  
*two weeks between meetings*
- June 21 – regular meeting
- June 28 – study session
- Regular July schedule

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Discussion and direction.

**ATTACHMENT(S):**

None