City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, August 2, 2016
City Hall, Council Chambers
749 Main Street

6:00 PM
SPECIAL MEETING – EXECUTIVE SESSION

1. **CALL TO ORDER**

2. **EXECUTIVE SESSION**

   A. **CITY MANAGER ANNUAL EVALUATION**
   (Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) – Authorized topics

   Mayor is Requesting the City Council Convene An Executive Session for the Purpose of Conducting An Annual Performance Review of the City Manager

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

3. **REPORT – DISCUSSION/DIRECTION/ACTION –CITY MANAGER EVALUATION**

4. **ADJOURN TO REGULAR MEETING**

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.

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. Approve July 19, 2016 minutes
C. Approve Special Meetings on August 9, 2016 and August 30, 2016 at 7:00 PM
D. Approve Resolution No. 37, Series 2016 – A Resolution Approving a Grant Agreement Between the Colorado Department of Transportation and the City of Louisville Concerning a Faster Safety Grant for Construction of the State Highway 42 and Short Street Project
E. Approve Joint Stipulation and Agreement Resolving City Participation in Maes Quiet Title Action – 1145 Pine Street – Boulder County District Court Case No. 216-CV-30472
F. Award Bid for 2016 Sanitary Sewer Main Replacement

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

. REGULAR BUSINESS

7:15 – 7:30 pm

A. RELAY FOR LIFE PROCLAMATION

- Presentation

7:30 – 8:00 pm

B. SUBMISSION OF TABOR BALLOT ISSUES TO THE LOUISVILLE VOTERS FOR A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016

1. ORDINANCE NO. 1723, SERIES 2016 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION – 2ND Reading – Public Hearing Advertised *Daily Camera* 07/24/2016

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

2. ORDINANCE NO. 1724, SERIES 2016 – AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER AND POOL FACILITIES AT MEMORY SQUARE PARK, AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016 – 2ND Reading –Public Hearing – Advertised *Daily Camera* 07/24/0216

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

8:00 – 8:15 pm

C. SOLAR ENERGY CAPACITY COMMITMENT AGREEMENT WITH CLEAN ENERGY COLLECTIVE AND RELATED LEASE PURCHASE AGREEMENT WITH ALPINE BANK

1. RESOLUTION NO. 38, SERIES 2016 - A RESOLUTION APPROVING A CAPACITY COMMITMENT AGREEMENT AND RELATED AGREEMENTS WITH CLEAN ENERGY COLLECTIVE FOR SOLAR PRODUCTION CAPACITY TOTALING 400 KILOWATTS

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

2. ORDINANCE NO. 1726, SERIES 2016 - AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS - 1st Reading — Set Public Hearing August 16, 2016

- City Attorney Introduction
- Action

8:15 – 8:45 pm

D. ORDINANCE NO. 1725, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I – 2nd Reading –Public Hearing – Advertised *Daily Camera* 07/24/2016

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

8:45 – 9:00 pm **E. RESOLUTION NO. 36, SERIES 2016 – A RESOLUTION DENYING A REPLAT TO SUBDIVIDE A 15,000 SQUARE FOOT LOT INTO TWO LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION**

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

9:00 – 10:00 pm **F. DISCUSSION/DIRECTION – POLICE DEPARTMENT 2017 – 2021 MASTER PLAN**

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

10:00 – 10:05 pm **G. ORDINANCE NO. 1727, SERIES 2016 – AN ORDINANCE AMENDING SECTIONS 13.08.040 AND 13.08.180 AND SECTION 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING WATER SERVICE REGULATIONS AND WATER TAP FEES – 1st Reading – Set Public Hearing 08/16/2016**

- City Attorney Introduction
- Action

9. CITY ATTORNEY'S REPORT

A. Approval of Special Counsel Engagement

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

11. ADJOURNMENT

CASH ACCOUNT: 001000 101001 WARRANT: 071416 07/14/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5754	BNSF RAILWAY CO	BNSF CONTRACT FEE	3,625.00
1205	COLORADO DEPT OF REVENUE	2Q 2016 SALES TAX	7,522.00
9105	POSTMASTER	CONSUMER CONFIDENCE REPOR	2,349.51
	3 INVOICES	WARRANT TOTAL	13,496.51

CASH ACCOUNT: 001000 101001 WARRANT: 071516 07/15/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	211.50
14002	KANSAS PAYMENT CENTER	Payroll Run 1 - Warrant 0	270.46
14246	MANAGER OF FINANCE	Payroll Run 1 - Warrant 0	11.08
14277	MIDLAND FUNDING LLC	Payroll Run 1 - Warrant 0	248.67
	4 INVOICES	WARRANT TOTAL	741.71

CASH ACCOUNT: 001000 101001 WARRANT: 072116 07/21/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14292	BOULDER CREEK EVENTS	REFUND EXCESS DEPOSIT 6/2	182.00
1115	COLONIAL INSURANCE	#9711888 JUL 16 EMPLOYEE	424.66
11411	DEBORAH FAHEY	TRAVEL ADVANCE 7/27-7/31/	265.50
11298	DELTA DENTAL OF COLORADO	#007562-0000 AUG 16 EMPLO	12,858.66
6455	KAISER PERMANENTE	05920-01-16 AUG 16 EMPLOY	134,675.23
13997	LAUREN TRICE	TRAVEL ADVANCE 7/27-7/31/	265.50
2360	LIGHT KELLY, PC	JUN 16 LEGAL SERVICES	23,091.45
99999	MIKE KOERTJE	TRAVEL ADVANCE 7/27-7/31/	265.50
99999	LYNDA HALEY	TRAVEL ADVANCE 7/27-7/31/	265.50
99999	PEYTON KORTE	RETURNED ACH PP14	244.73
99999	ALEXANDRA LITZ	RETURNED ACH PP14	295.06
3875	XCEL ENERGY	JUN 16 SPRINKLERS	102.92
3875	XCEL ENERGY	JUN 16 FLASHERS	5.80
3875	XCEL ENERGY	JUN 16 TRAFFIC LIGHTS	1,291.29
3875	XCEL ENERGY	JUN 16 STREET LIGHTS	31,653.79
11081	XEROX FINANCIAL SERVICES LLC	JUL 16 COPIER LEASE	990.00
13790	ZAYO GROUP LLC	JUL 16 INTERNET SERVICE	870.20
	17 INVOICES	WARRANT TOTAL	207,747.79

CASH ACCOUNT: 001000 101001 WARRANT: 080216 07/27/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10606	36 COMMUTING SOLUTIONS	NW CORRIDOR WAY FINDING G	2,500.00
13547	A G WASSENAAR INC	GEOTECHNICAL SERVICES	3,189.50
14175	ACTION DIRECT LLC	LAF/LSVL BOUNDARY DRAINAG	1,076,711.60
9891	AMBIANCE	JUL 16 PLANT MAINT	195.00
14295	ANGEL ARMOR	BALLISTIC VEST HINZ	463.00
12150	ANIMAL & PEST CONTROL SPECIALI	RACCOON CLEAN-UP	2,850.00
11455	APC CONSTRUCTION CO LLC	2016 HOT CHIP SEAL	249,939.11
11455	APC CONSTRUCTION CO LLC	2016 HOT CHIP SEAL	782,051.44
11181	APEX CONSULTING SERVICES INC	ENVIRO SITE ASSESS BLUE P	1,700.00
14103	ARTHOUSE DESIGN	INTERPRETIVE SIGN LAYOUTS	500.00
480	AV-TECH ELECTRONICS INC	STROBE POWER SUPPLY UNIT	40.00
480	AV-TECH ELECTRONICS INC	ULTRA BAR POWER SUPPLY UN	523.40
13786	AVANT DATACOMM SOLUTIONS INC	REPAIR PARKING LOT CAMERA	245.00
13786	AVANT DATACOMM SOLUTIONS INC	REPAIR PARKING LOT CAMERA	455.00
14201	AXIOM STRATEGIES INC	AUG 16 LEGISLATIVE SERVIC	3,000.00
640	BOULDER COUNTY	MAY 16 RECYCLING FEES	1,271.90
14287	BOULDER NISSAN	NISSAN LEAF UNIT 4213	25,445.00
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	219.70
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	130.55
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	178.30
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	219.70
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	271.67
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	598.68
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	834.87
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	166.89
1122	BRETSA	LANGUAGE LINE SERVICE	9.65
13344	BROWN HILL ENGINEERING & CONTR	SCADA MASTERPLAN - PHASE	45,992.00
14096	BUTLER SNOW LLP	DELO BOND #2 ISSUANCE	20,690.00
935	CENTENNIAL PRINTING CO	45 CAFR	525.40
10773	CENTRIC ELEVATOR CORP	JUL 16 ELEVATOR MAINT CH	269.65
10773	CENTRIC ELEVATOR CORP	JUL 16 ELEVATOR MAINT LIB	451.32

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10773	CENTRIC ELEVATOR CORP	JUL 16 ELEVATOR MAINT PC	246.29
10773	CENTRIC ELEVATOR CORP	JUL 16 ELEVATOR MAINT RSC	271.70
13352	CGRS INC	JUN 16 REMOTE POLLING	25.00
13964	CHANDLER ASSET MANAGEMENT	JUN 16 INVESTMENT FEES	1,670.00
2220	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE NWTP	4,601.43
2220	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE SWTP	4,598.00
14047	CITY OF NORTHGLENN	LAB ANALYSIS FEES WTP	348.00
13260	CLIFTON LARSON ALLEN LLP	JUN 13 UTILITY BILLING SE	8,188.13
10382	COBITCO INC	RECLAMITE DRUM REFILL	226.80
13315	COLORADO BUREAU OF INVESTIGATI	BACKGROUND CHECKS	39.50
10916	COLORADO CODE CONSULTING LLC	PLAN REVIEW	3,625.00
11353	COLORADO LIBRARY CONSORTIUM	EBSCO DATABASE	3,033.00
10164	COLORADO MOTOR VEHICLES	DEFAULT JUDGMENT FEES	60.00
1280	COLORADO STATE TREASURER	132653-00-6-162 UMEMPLOYM	11,921.00
11446	COMPUTER EXPLORERS INC	CONTRACTOR FEES 22152-1	441.00
14166	CONCRETE EXPRESS INC	LAF/LSVL BOUNDARY DRAINAG	363,873.41
9973	CPS DISTRIBUTORS INC	Sentinel Irrigation Clock	4,294.04
13370	CRIBARI LAW FIRM, PC	PROSECUTING ATTORNEY	3,490.25
13370	CRIBARI LAW FIRM, PC	PROSECUTING ATTORNEY	2,231.00
13998	CYNTHIA J THOMAS	1245 GRANT FLEXIBLE/FOCUS	8,838.97
1635	DEMCO INC	MATERIAL PROCESSING	999.05
13392	DESIGN MECHANICAL INC	HVAC MAINTENANCE RSC	951.59
13392	DESIGN MECHANICAL INC	HVAC SERVICE CH	416.00
13392	DESIGN MECHANICAL INC	HVAC ECONOMIZER CH	973.50
13392	DESIGN MECHANICAL INC	HVAC SERVICE RSC	1,427.00
14299	ECLIPSE TINTING & GRAPHICS	WINDOW TINTING WWTP	606.90
1785	ECO-CYCLE INC	RECYCLE TV AND DVD WWTP	46.00
6761	FARIS MACHINERY CO	ROLLER REEL SCRAPER	412.92

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
249	FLATIRONS INC	SURVEY BLUE PARROT PARKIN	2,500.00
14070	FORENSIC TRUTH GROUP LLC	PRE-EMPLOYMENT POLYGRAPH	140.00
10623	FRONT RANGE LANDFILL INC	LANDFILL FEES	433.92
13945	G&G EQUIPMENT INC	EDGEMASTER 5.5 GX HONDA E	1,570.00
13098	G4S SECURE SOLUTIONS INC	BAILIFF SERVICES 7/5/16	110.00
6847	GENERAL AIR SERVICE & SUPPLY	CYLINDER RENTAL	70.94
14147	GJMCMILLAN LLC	PLANNING COVERAGE	2,731.25
11214	GRAYLING	JUL 16 PROFESSIONAL SERVI	2,500.00
246	GREEN MILL SPORTSMAN CLUB	RANGE USE	100.00
14242	H2 DEVELOPMENT SERVICES LLC	SOUTH ST CONSTRUCTION	211,704.05
2405	HACH COMPANY	BATTERY CHARGER WWTP	291.89
2405	HACH COMPANY	TEST KITS WWTP	294.16
14238	HAMILTON CONSTRUCTION CO	BRIDGE CONSTRUCTION	107,993.77
11361	HARMONY K LARKE	CONTRACTOR FEES SUPER HER	910.00
13162	HD SUPPLY WATERWORKS LTD	UTILITY LINE PARTS	339.29
2475	HILL PETROLEUM	UNLEADED/BIODIESEL FUEL G	509.66
2475	HILL PETROLEUM	UNLEADED/BIODIESEL FUEL G	878.30
2475	HILL PETROLEUM	UNLEADED/BIODIESEL FUEL	10,502.14
14089	INDIGO WATER GROUP LLC	ONLINE WW TRAINING	912.00
14089	INDIGO WATER GROUP LLC	SEMINAR REGISTRATION WASS	900.00
9710	INDUSTRIAL CHEMICALS CORP	SODIUM SILICATE SWTP	10,354.34
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	94.61
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	58.38
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	203.98
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	15.63
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	105.32
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	135.43
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	3.27
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	134.35
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	317.68
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	133.28
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	8.27
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	7.69

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	278.58
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	22.31
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	168.53
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	273.82
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.40
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	14.85
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	33.75
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	45.10
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.40
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	284.99
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	224.30
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	14.85
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	48.38
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	76.82
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	58.60
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	13.79
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	11.55
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	242.59
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	71.50
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	153.47
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	171.73
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	57.53
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	106.61
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	221.23
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	22.63
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	9.59
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	45.85
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	128.03
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	119.33
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	31.15
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	249.86
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.95
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	30.23
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	32.28
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	59.58
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.04
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	80.52
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	192.94
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	255.94
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	85.45
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	123.09
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	17.60
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	62.12
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	11.97
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.39
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	9.57
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	13.75
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	56.94
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	198.84
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	90.14

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	31.88
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	14.30
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	16.08
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	14.82
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	267.82
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	58.30
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	16.49
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	295.06
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	73.76
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	14.30
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	49.21
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	13.55
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	75.22
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	29.67
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	29.67
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	32.05
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	30.22
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	88.30
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKD AND MEDIA	5.99
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	49.15
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	9.89
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	65.69
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	60.22
13280	INSIGHT PUBLIC SECTOR INC	MICROSOFT ACCESS WWTP	122.53
14296	INTERMOUNTAIN SAFETY SHOE STOR	STEEL TOE SHOES WERTZ	114.85
13346	ISS FACILITY SERVICES DENVER	JUL 16 JANITORIAL SERVICE	20,149.07
11289	JVA INC	RAW WATER LINE DESIGN SER	2,805.00
2780	KAISER LOCK & KEY SERVICE INC	KEY BLANKS RSC	45.00
2780	KAISER LOCK & KEY SERVICE INC	SLIDING GLASS REPAIR PC	170.25
14005	KAREN RITTER	CRAFT GROUP SUPPLIES	167.75
8836	KENDALL PRODUCTS	DRI-DEK	9,990.54
11075	LEFT HAND TREE & LANDSCAPE LLC	TREE PRUNING	1,040.00
6653	LEYNER COTTONWOOD CONSOLIDATED	DRY CREEK CARRIER REPAIR	454.30
13692	LIGHTNING MOBILE INC	CLEAN N PARKING LOT LIB	350.00
13692	LIGHTNING MOBILE INC	SWEEP LIBRARY PARKING GAR	320.00
3070	LL JOHNSON DISTRIBUTING CO	REPAIR GROUNDSMASTER 4100	1,293.55
14071	MARY RITTER	CONTRACTOR FEES 20043-2	705.60

CASH ACCOUNT: 001000 101001 WARRANT: 080216 07/27/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13565	MOTT MACDONALD LLC	SCWTP PUMP STATION DESIGN	7,659.00
13942	MURRAY DAHL KUECHENMEISTER & R	URBAN RENEWAL LEGAL FEES	2,340.26
13597	NORTH LINE GIS LLC	ARCGIS STORYMAP PROJECT	2,200.00
13597	NORTH LINE GIS LLC	GIS SERVICES	165.00
3630	NORTH STAR WINDOW CLEANING	WINDOW CLEANING CH	380.00
3630	NORTH STAR WINDOW CLEANING	WINDOW CLEANING MUS	55.00
3630	NORTH STAR WINDOW CLEANING	WINDOW CLEANING LIB	2,260.00
3630	NORTH STAR WINDOW CLEANING	WINDOW CLEANING CS	265.00
6427	NORTHERN COLO WATER CONSERVANC	WINDY GAP IRRIGATOR SETTL	4,100.00
10994	OLDCASTLE PRECAST INC	METERS & ACCESSORIES	1,632.85
99999	INDRANI MCLEMORE	2016 SENIOR WATER REBATE	100.00
99999	DASHAMERICA INC	PEARL IZUMI IMPROVEMENT G	13,285.00
9105	POSTMASTER	NEWSLETTER MAILING	2,316.57
13095	PSYCHOLOGICAL DIMENSIONS PC	POST OFFER EVALUATIONS	600.00
6500	RECORDED BOOKS LLC	ADULT BOOKS AND MEDIA	297.00
6500	RECORDED BOOKS LLC	ADULT BOOKS AND MEDIA	540.40
13668	RESOURCE BASED INTERNATIONAL	MAY 16 WATER RIGHTS ADMIN	11,070.00
13668	RESOURCE BASED INTERNATIONAL	MAY 16 WATER MGMT PLAN	14,332.50
13127	RL SECURITY & SUPPLY	SECURITY IMPROVEMENTS CS	9,757.42
14297	ROCKFAN ENTERTAINMENT	PRESENTATION AND TV AUDIO	1,339.00
13892	RODMAN SERVICES	OLYMPIC WINDOW PAINTING	400.00
11306	SAFEWARE INC	GAS DETECTOR CALIBRATION	412.00
11306	SAFEWARE INC	GAS DETECTOR CALIBRATION	275.00
13644	SCHULTZ INDUSTRIES INC	JUN 16 LANDSCAPE MAINT SE	15,730.23
1161	SHARI L GRISWOLD	CONTRACTOR FEES 22118-1 &	1,199.80
13538	SQUARE STATE SKATE	CONTRACTOR FEES SKATEBOAR	2,396.80
7404	SUN BADGE COMPANY	POLICE DEPT BADGES	5,879.78
13408	SUPERIOR TREE & TURF INC	BROADLEAF WEED CONTROL	3,549.00
1201	SUPPLYWORKS	JANITORIAL SUPPLIES MUS	19.82
1201	SUPPLYWORKS	JANITORIAL SUPPLIES GC	349.38

CASH ACCOUNT: 001000 101001 WARRANT: 080216 07/27/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1201	SUPPLYWORKS	JANITORIAL SUPPLIES CH	248.46
1201	SUPPLYWORKS	JANITORIAL SUPPLIES AC	211.90
1201	SUPPLYWORKS	JANITORIAL SUPPLIES LIB	404.27
1201	SUPPLYWORKS	JANITORIAL SUPPLIES MSP	350.83
1201	SUPPLYWORKS	JANITORIAL SUPPLIES WWTP	74.76
1201	SUPPLYWORKS	BREAKROOM SUPPLIES PC	556.43
1201	SUPPLYWORKS	JANITORIAL SUPPLIES PC	300.47
1201	SUPPLYWORKS	JANITORIAL SUPPLIES CS	82.71
7917	THE AQUEOUS SOLUTION INC	POOL CHEMICALS	1,240.47
7917	THE AQUEOUS SOLUTION INC	POOL CHEMICALS	648.93
1047	THE DAVEY TREE EXPERT COMPANY	TREE REMOVAL	1,650.00
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES LOCO FIT	1,438.40
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES MARATHON	819.20
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES SPEEDWORK	288.00
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES SPEEDWORK	345.60
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES SPEEDWORK	384.00
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES SPEEDWORK	614.40
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES MARATHON	460.80
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES HAPPY TRA	576.00
11624	TOWN OF SUPERIOR	POTABLE WATER INTERCONNEC	307.00
6609	TRAVELERS	WORKERS COMP DEDUCTIBLES	1,465.30
6609	TRAVELERS	INSURANCE DEDUCTIBLE	1,268.00
6609	TRAVELERS	INSURANCE DEDUCTIBLE	103.00
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	5,377.85
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	11,905.40
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	3,800.00
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICES	71.60
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICES	62.65
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CENTENNIAL	193.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL HERITAGE PA	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL LES FIELD	166.02
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL ENRIETTO FI	166.02
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CLEO MUDROC	195.60
14266	US HEALTHWORKS PROVIDER NETWOR	PHYSICALS	1,035.00
6509	USA BLUEBOOK	TSS STANDARD WWTP	396.52
6509	USA BLUEBOOK	CREDIT RAIN GAUGE WWTP	-59.95
6509	USA BLUEBOOK	LOCATE FLAGS	152.48
10960	VANCE BROTHERS INC	TACK BRUSH HEAD	30.00

CASH ACCOUNT: 001000 101001 WARRANT: 080216 07/27/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13851	VELOCITY PLANT SERVICES LLC	FLOW METER/VALVE INSTALL	27,920.00
13864	VISION INTERNET PROVIDERS INC	CUSTOMIZE LIBRARY WEB SIT	1,725.00
4870	VWR INTERNATIONAL	LAB SUPPLIES WWTP	68.28
4870	VWR INTERNATIONAL	UV LAMP WWTP	176.09
14300	WEBSTAURANTSTORE	BRIEFING ROOM FOLDING TAB	1,415.35
5115	WL CONTRACTORS INC	SECURITY CAMERA MAINT NWT	153.00
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 7/11-7/22	2,230.00
13507	YATES LAW FIRM LLC	JUN 16 WATER LEGAL FEES	3,768.50
13555	YOUNG REMBRANDTS - NW DENVER &	CONTRACTOR FEES 22143-1	373.80
5150	ZEP SALES & SERVICE	FLEET FLOOR CLEANER	443.90
	257 INVOICES	WARRANT TOTAL	3,230,835.00

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

July 19, 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, City Council members: Jeff Lipton, Ashley Stolzmann, Dennis Maloney, Chris Leh, and Susan Loo***

City Council Absent: ***Jay Keany***

Staff Present: ***Malcolm Fleming, City Manager***
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Robert Zuccaro, Planning & Building Safety Director
Lauren Trice, Planner I
Scott Robinson, Planner II
Joe Stevens, Parks & Recreation Director
Kathy Martin, Recreation Superintendent
Julie Seydel, Recreation Center Manager
Jesse DeGraw, Recreation Supervisor
Allan Gill, Projects Manager
Meredyth Muth, 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 Councilmember Stolzmann. All were in favor. Absent: Councilmember Keany

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

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 Councilmember Loo. All were in favor**.** Absent: Councilmember Keany

A. Approval of the Bills
B. Approval of Minutes: July 5, 2016

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Councilmember Leh relayed a story about a resident with problems concerning her lawn and how Police Chief Dave Hayes took it upon himself to mow and fix the lawn on his own time.

CITY MANAGER'S REPORT

City Manager Fleming reported on capital projects including County Road Bridge, the parking lot at Elm and Front Streets, street resurfacing, the Davidson Mesa Parking lot, and some touch up work on Via Appia. He added the downtown storm drainage project will be completed after the summer events are complete. The South Street Gateway is still waiting for additional work from Burlington Northern Railroad.

He thanked everyone who had been showing great support for the Police Department in these times and noted things in Louisville are different than other places and very positive.

He added the Building Safety Division is working on lowering wait times for their Tuesday over-the-counter permitting as the program is very popular.

REGULAR BUSINESS

LILLIAN CRAZE DAY PROCLAMATION

Lillian Craze's outstanding efforts as a volunteer coach have been greatly appreciated by both players and parents on her teams as well as by the Recreation Staff. As the team has said, "Lillian is an exceptional coach that goes above and beyond the call of duty as a volunteer coach and we would like to recognize her extraordinary efforts." Her players say, Lillian has provided guidance, not just in soccer but, in life, the community, and friendship with others.

We would like to proclaim July 19, 2016 Coach Lillian Craze Day and thank her again for all that she has done for her teams, the City of Louisville soccer program, and the community in which we live.

Chris Larson a team parent read a letter describing "the attributes every parent dreams of in their sons and daughters coaches…and to think that Lillian Craze volunteers her time and talents to the betterment of our youth is a testament to her character."

Mayor Muckle presented Ms. Craze with a plaque. Ms. Craze thanked the City Council, the Recreation Center staff, and her team for the recognition.

PRESENTATION OF RECREATION/SENIOR CENTER AND AQUATICS TASK FORCE RECOMMENDATIONS

Mayor Muckle reminded those in attendance that comments tonight are not to be advocacy for a ballot issue.

Mayor Pro Tem Lipton thanked members of the task force for their work over the past eight months and thanked staff for their support through the process. He also thanked the staff from Sink Combs Dethlefs (SCD) for their work. He noted the task force process included a great deal of public input and information from a variety of sources. He stated tonight the Task Force was recommending a new expanded Recreation and Senior Center that would meet needs for years to come. He stated he knows some residents are not happy about not including a new outdoor aquatics facility, but feels expanding existing pools will provide the most bang for the buck and are something the City can afford. He addressed the recent discussion to add more sustainable options to the building.

Chris Kastelic from SCD gave an overview of the process the task force went through and the input they took over the eight-month process. He noted there were multiple open houses and a survey that gave them input from almost 700 residents. He went through the improvements residents requested, what the task force is recommending to upgrade the Recreation /Senior Center building and the pool at Memory Square and he showed renderings of what it might look like.

Regarding sustainability, Mr. Kastelic noted these are big spaces and require a great deal of energy. That said, SCD has applied sustainable options to the plans for the building, including designing it to meet LEED gold level status. This includes high

energy performance, water conservation, resource conservation, zero VOC's in construction materials, and the ability to accommodate solar on the building. This extends to exterior design, landscaping, and multimodal access to the site and upgrades to the existing building.

The estimate for construction costs is $28.6 million including $300,000 for the issuance of bonds necessary to fund this capital project. The costs of adding a new outdoor aquatics center was estimated to be between $15 million and $18 million. This would be a large investment for a three-month facility. Given the costs of an outdoor pool the task force felt it was appropriate to move forward a recommendation without an outdoor pool but to include major upgrades to the pool at the Recreation Center and the pool at Memory Square. The additional funding needed for expanded operations and maintenance costs is projected to be $575,000 annually to pay for the upgraded and enlarged facility.

COUNCIL QUESTIONS

Council member Maloney asked if the $575,000 included a change in fees. Kastelic responded it did include about $170,000 revenue from increased fees.

Council member Leh asked what the cost would be for an outdoor pool. Mr. Kastelic stated it could be as little as $3.5 million for a small pool to $18 million for a larger regional pool.

Mayor Pro Tem Lipton noted to meet the aquatics needs of the community you can't remove the indoor pool and replace it with an outdoor pool. The indoor pool is meeting the needs of the seniors and kids and others and is a year-around facility. You can't eliminate the indoor pool; the cost of an outdoor pool is in addition to the other indoor pool upgrades and the new design does give a hybrid indoor/outdoor pool with the new garage doors and outdoor deck. He stated his support for this recommendation as a very good compromise the community can embrace.

PUBLIC COMMENT

Debby Fahey, 1118 West Enclave Circle, requested the Council consider more sustainability options be added to the new building, including a solar array. She asked the additional gym in the recommendation be replaced with a solar array.

Angie Layton, 619 West Juniper Court, stated her appreciation for the expanded recreation center. She requested more sustainable options be added to the plan.

Mayor Pro Tem Lipton stated the City is interested in solar on the building, but the issue is how to finance it. He does not want to include it in the bond issue, but rather have it financed by a third party so it is more affordable and is not part of the debt for the construction of the building.

Mayor Muckle stated he would like an outdoor aquatic facility, but it should be a separate bond issue. It shouldn't be added to this project because of the large cost.

CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016 AND SUBMITTING TO THE LOUISVILLE VOTERS TABOR BALLOT ISSUES

1. **RESOLUTION NO. 34, SERIES 2016 – A RESOLUTION CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016, TO BE CONDUCTED AS A COORDINATED ELECTION, FOR THE PURPOSE OF SUBMITTING TABOR BALLOT ISSUES TO THE REGISTERED ELECTORS OF THE CITY**

2. **ORDINANCE NO. 1723, SERIES 2016 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION – 1ST Reading – Set Public Hearing 08/02/2016**

3. **ORDINANCE NO. 1724, SERIES 2016 – AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER, POOL FACILITIES AT MEMORY SQUARE PARK AND OTHER RECREATION FACILITIES, AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016 – 1ST Reading – Set Public Hearing 08/02/0216**

Mayor Muckle called for Resolution No. 34, Series 2016 calling a special election for November 8, 2016 to be conducted as a coordinated election, for the purpose of submitting TABOR ballot issues to the registered voters of Louisville concerning proposed City debt issuance and property and sales and use tax increases.

Deputy City Manager Balser stated this resolution and the two ordinances would submit to the voters of the Louisville debt questions to pay for the construction and operation and maintenance of an expanded Recreation Center and Memory Square Pool. She

noted the cost estimates listed in the bond may be high but this allows for unexpected costs and gives more flexibility when financing the debt. The second ordinance is to create a new sales tax to fund the increased operation and maintenance of the expanded facilities.

Council member Stolzmann proposed an amendment to Ordinance No. 1724 removing "and other recreation facilities" from the language.

Finance Director Watson stated it was included in the case that more revenue is collected than is needed for the Recreation Center it can be retained for other recreation facilities. City Attorney Light noted this is a back stop in case additional funds are generated and can be earmarked for additional recreation costs.

Council member Stolzmann stated her desire the language be removed so it is not open, but dedicated to the Recreation/Senior Center and Memory Square Pool.

Council member Maloney agreed with Council member Stolzmann regarding that language. He inquired if the interest rate was actually lower, would the principal borrowed be the same amount. Finance Director Watson responded yes. Council member Maloney asked how the renewal and replacement costs for operations and maintenance were identified. Parks and Recreation Director Stevens stated it is based on life cycle cost and replacement cost at the end of a period of time with some contingency added.

Mayor Pro Tem Lipton noted there is a link between the two ballot questions. Both need to be passed for the project to move forward. Deputy City Manager Balser stated there is an expectation the two questions are linked and the sales tax will be needed to pay for the additional costs of the expansion.

Mayor Muckle was satisfied with how the ballot questions are written; the building needs to be complete before the sales tax would be imposed.

MOTION: Mayor Muckle moved to approve Resolution No. 34, Series 2016, seconded by Council member Leh. Motion passed 6-0, Council member Keany absent.

City Attorney Light noted adopting Resolution No. 34, Series 2015 calls a Special Election because November 8, 2016 is not the City's regular election date and per the Charter, the Special Election must be called. The election will be held as a coordinated election with Boulder County.

City Attorney Light introduced Ordinance No. 1723, Series 2016. He noted the ballot language is a TABOR question requiring voter approval for multiple year debt with an estimate of the total costs. He added it includes both the property tax increase and a maximum cap on the mill levy which is set each year.

MOTION: Mayor Muckle moved to approve Ordinance No. 1723, Series 2016 on first reading, order it published and set the public hearing for August 2, 2016, seconded by Council member Loo. Motion passed 6-0, Keany absent.

City Attorney Light introduced Ordinance No. 1724, Series 2016 with the first reading amendment removing the language “other recreation facilities”.

MOTION: Council member Stolzmann moved to approve Ordinance No. 1724, Series 2016 as amended on first reading, order it published and set the public hearing for August 2, 2016, seconded by Mayor Muckle. Motion passed 6-0, Keany absent.

BLUE PARROT SOUTHERN PARKING LOT PURCHASE

1. **RESOLUTION NO. 33, SERIES 2016 – A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY’S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN**

2. **ORDINANCE NO. 1722, SERIES 2016 – AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY’S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN – 2ND READING – PUBLIC HEARING – ADVERTISED DAILY CAMERA 07/10/2016**

Mayor Muckle called for a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1722, Series 2016 and noted Resolution 33, Series 2015 was also on the agenda and the public could comment on either item.

Mayor Muckle opened the public hearing and called for a staff presentation.

City Manager Fleming reviewed the contract for the Blue Parrot Parking Lot to purchase the southern parking lot of the Blue Parrot Restaurant which is proposed to be used for public parking. The purchase price is $700,000 and based on recent sales in downtown.

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

Mayor Muckle stated the purchase of this south lot, which is contiguous to the City’s lot to the east, is to try to meet the increasing demand for more downtown parking.

MOTION: Mayor Muckle made a motion to approve Resolution No. 33, Series 2016 seconded by Council member Loo.

Roll Call Vote passed 6-0, Council member Keany absent.

MOTION: Mayor Pro Tem Lipton made a motion to approve Ordinance No. 1722, Series 2016 seconded by Council member Maloney. Roll Call Vote 6-0, Council member Keany absent.

RESOLUTION NO. 35, SERIES 2016 – A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE HISTORIC PRESERVATION FUND GRANT APPLICATION FOR A HISTORIC INDUSTRIAL STRUCTURE LOCATED AT 540 COUNTY ROAD, KNOWN AS THE LOUISVILLE GRAIN ELEVATOR

Mayor Muckle called for a staff presentation.

Planner I Lauren Trice reviewed the request for a historic preservation fund grant for the Louisville Grain Elevator. This is for the adaptive reuse of industrial site and Louisville icon:

- City Council designated as a landmark with Resolution No. 30, Series 2015
- City Council approved final PUD in Resolution No. 29, Series 2015
- Historic Preservation Commission (HPC) approved alteration certificates for work on the structure
- Types of work outlined in the grant request are eligible for Historic Preservation Fund (HPF) funding

She noted this request does not meet the requirements outlined in Resolution No. 2, Series 2012 for requests beyond the maximum grant amount. There is a requirement for a 100% match from the applicant and to show extraordinary circumstances.

The applicant has split the request into two priorities. *Priority 1* includes $233,209 for the protection of the structure. *Priority 2* includes $258, 031 for the rehabilitation of a variety of areas of the building. The total cost estimate and grant request for the work is $491,250.

Planner Trice stated the $500,000 grant for stabilization work in 2013 is still being disbursed. Staff finds the condition laid out in Res. No. 2, Series 2012 requiring a 100% match for any grant exceeding the maximum grant amount has not been met.

Planner Trice stated related to “Extraordinary Circumstances,” staff finds the grant request only shows “extraordinary circumstances” on the Priority 1 items.

The Historic Preservation Commission held public hearings on May 16 and on June 20. The Commission voted 5-1 to recommend the City Council deny the Historic Preservation Grant for the Grain Elevator. The Commission found the requested items met the standard of “extraordinary circumstances,” but the criterion for matching funds was not met.

Staff finds the proposal does not meet the requirements in Resolution No. 2, Series 2012 for the following reasons:

1. The applicant is only providing a 12% match where a 100% match is required.

2. Only the Priority 1 work items in the grant request show “extraordinary circumstances.”

APPLICANT PRESENTATION

Erik Hartronft, 950 Spruce Street, Louisville Mill Site, LLC, stated the funds are needed to go beyond stabilization and fully restore the structure. He noted once work began it became clear the original $500,000 would not be enough to complete the work. He reviewed the work done so far. Issues that still need addressing include, a fire alarm system, replacing outdated electrical service, fire sprinklers, along with replacing lost historic features of the building. In its current state, the building is not leasable. The best way to save the structure is to fully restore and reuse it and the grant is critical to do that.

Council member Loo stated previously the HPC has found the extraordinary circumstances, but now they are worried about the rule. Planning and Building Safety Director Zuccaro stated his understanding the original grant was not reviewed by the HPC, but it came directly to City Council. Council member Loo noted there was at least a letter of support from the HPC to complete the original grant.

Jeff Meier, 470 County Road, voiced his support for the project but also noted his frustrations in the delays. He noted this is a centerpiece of this area of town. He would like to see the grant approved and tied to some timelines and to cleaning up the site.

Michael Menaker, 1827 West Choke Cherry Drive, stated the original historic structure assessment for this noted there was no way to know what this would cost until work began. He expressed his support for granting the loan to get the site redeveloped and saved. He noted there is money in the Historic Preservation Fund available for this. It is not acceptable to leave it as is. He urged Council to direct staff to find a legislative fix to this issue.

Linda Haley, 324 Tyler Avenue, is a member of the HPC, but spoke on her own behalf. She noted this is a historic building that people love, but added the HPF needs to stick to the rules and stay within the guidelines and regulations to be good stewards of the fund. She stated not having the match and knowing the fund will sunset in 2018 drove their decision.

Cindy Thomas, 1245 Grant Avenue, also a member of the HPC, noted there are likely other legislative ways to move this forward. She noted the applicant is receiving rent from the adjacent property (Tilt Pinball) which should be considered.

Council member Stolzmann stated there are a great many complications in this project and noted the site includes the rest of the property which is generating rent. She is concerned the matching funds are not included. She stated she doesn't see it qualifying for this source of funding at this time.

Council member Loo noted her appreciation for the applicant to do the project but has concerns with this funding. She noted to date, the City has already provided approximately $1.5 million in funding and this grant would bring that to $2 million. She stated the cost of the immediate need is about $200,000 and that would still not make the site usable. She wondered if Council members were interested in funding the Priority 1 items.

Mayor Muckle stated he shared the concern of the fund's long-term viability, but the City needs to see it through to at least full complete restoration (Priority 1) and he would probably support Priority 2 as well. He noted the Council probably shouldn't do something against the resolution rules but might be able to invest in the building while we still own it.

Council member Maloney noted funding for the project is already higher than $2 million when everything is included. He was surprised the protection items were not included as part of the stabilization. He stated it is very complicated to make the building usable, but higher matching funds really must be a part of the request.

Mayor Muckle asked if the Council would be willing to have staff bring back to the Council a suggested solution that would not be against the existing ordinance.

Council member Leh stated he agrees with the concerns of others. The grant program has rules and he doesn't feel comfortable going against that. The 12% match seems significantly low.

Mayor Muckle suggested the City could put money towards the building at this time while we still own it. Deputy City Manager Balser asked if he wanted to give HPF funds or general fund money. He stated HPF.

Mayor Pro Tem Lipton stated the HPC did exactly what they were supposed to do under their rules. He is concerned the $1.5 million invested is already a huge amount. The City is taking all the financial risk without a high enough return. He stated he doesn't see an end to the requests for money for the project.

Council member Stolzmann asked when the City will actually close on the property so it is owned by the applicant.

City Manager Fleming stated there are a couple of outstanding items including the grading around the site before closing can happen. Erik Hartronft added there are a few

other items that need to be completed to satisfy the conditions in the original agreement before closing can occur but they are willing to work towards that.

Mr. Hartronft noted if the City Council is satisfied with just stabilization of the structure then that is fine, but it will cost more to get the building to a place to reuse it and make it functional.

Planning and Building Safety Director Zuccaro asked if the Council wants staff to work with the applicant under Resolution 2, Series 2012 rules. A loan from the HPF is an option to serve as the match or a part of the match which would let the City stay under the rules of the Resolution.

Mayor Muckle stated he is looking for a solution outside of that Resolution.

Randy Caranci, 441 Elk Trail, Lafayette, CO, stated the HPF has plenty of money in it to spend on this project. His opinion was the City waives fees and gives money to other developers and he is being treated differently.

Council member Loo asked what property the City is waiving all fees for. City Manager Fleming stated Mr. Caranci is likely referring to the Tebo property where the seller would not sell the property without the condition of the building fees being waived.

Michael Menaker stated this is not a business deal and will never make money. That is why there is the HPF. That money should be used for this project and allow it to finish. He agreed with the mayor; find a way to make this work.

Mayor Muckle asked if the Council had any objections to directing staff to find other options.

Mayor Pro Tem Lipton had no objection to exploring options but did want some understanding of what the City will have to finance in the future phases including any loans.

Council member Stolzmann would like to see what is brought back to stay within the guidelines of Resolution No. 2. If substantial changes are made it should go back to the HPC first. She added there are plenty of other projects on which to spend the money, the fund will not be endless.

Mayor Muckle noted the resolution is a resolution of denial.

MOTION: Mayor Muckle moved to approve Resolution No. 35, Series 2016, Council member Maloney seconded the motion. Motion passed 6-0, Council member Keany absent.

RESOLUTION NO. 36, SERIES 2016 – A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A 15,000 SQUARE FOOT LOT INTO TWO LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FEET VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION

Planner II Scott Robinson stated this is a request to replat for a minor subdivision of a 15,000 SF lot into two smaller lots. The property is located across from Community Park on Roosevelt Avenue in Old Town and is zoned Residential Low Density (RL). Originally it was platted with three 30' X 150' lots and 10' of a vacated alley in the single 100' X 150' lot description. A 1,300 SF one-story single family home is currently located on the property with three small sheds. The existing one-story single family home would be located on Lot 1, while the proposed Lot 2 would be vacant.

The Board of Adjustment (BOA) unanimously approved the requested variances during a publically noticed hearing on December 16, 2015.

The applicant is requesting lot sizes of 8,625 SF for Lot 1 and 6,375 SF for Lot 2. This area is governed by the Old Town Overlay Zone District which would allow the existing 15,000 square foot property to have one primary unit and accessory structures totaling lot coverage of 4,500 SF, floor area of 5,250 SF. Per the applicant, by subdividing, it reduces the size of the structures that can built on the individual lots but increases the total amount of development that could occur; increases the number of primary structures that could be built, and allows more total square footage and lot coverage. 2,600 SF lot coverage and 3,000 SF floor area on one lot and 2,200 SF lot coverage and 2,700 SF of floor area are more in keeping with the size of structures in Old Town.

Staff believes a 5,250 SF structure is not in character with the surrounding neighborhood and that two smaller parcels, if approved, would create homes with sizes more compatible with the surrounding neighborhood. However, as one lot in the RL zone district, the property is only allowed one dwelling unit. Subdividing the property would allow each of the two lots to have a dwelling unit, resulting in a net increase of one dwelling unit and total lot coverage of up to 4,838 SF and total floor area of up to 5,718.

Based on the scale of development proposed, staff finds this minor subdivision request is consistent with the spirit and intent of the Comprehensive Plan and meets the Design and Construction Standards in Section 16.16.010.

This section of the code applies seven lot design and layout requirements. With modifications, staff believes the application meets each of the seven criteria established in Section 16.16.060, including the variances granted by the Board of Adjustment as criteria A. Lot 1 complies with the minimum width requirement, but does not meet the ratio requirement. Lot 2 does not comply with either requirement, but the chapter allows for modifications from those requirements if Council finds there is hardship and allowing it would be in the public good. Staff recommends the hardship is the lot; while large

enough to be subdivided, because of dimensions, could not be subdivided and meet the requirements. Public good is creating more compatible lot sizes and development within Old Town.

Staff recommends City Council approve the replat request for 105 Roosevelt Avenue by approving Resolution No. 36, Series 2016.

Applicants Creel and Pat Kerss, 105 Roosevelt Avenue, stated the reason they want to divide the lots as described is to save the existing ranch style house and keep in style with the neighborhood and build a ranch house on the new lot and keep the character of the small houses on that stretch of street. They felt this subdivision would be a good fit in the neighborhood.

Mayor Muckle noted this has not always worked out well in the past as lots have been subdivided and then still built large homes on the site. He asked if the current house could be landmarked to assure the house would stay smaller. Mr. Kerss stated he didn't know enough about that process to know if landmarking would be a good idea. He noted none of the other lot subdivisions that have been approved were asked to do this.

Council member Loo and Council member Leh noted they were uncomfortable with asking the applicant to landmark at this time.

Council member Stolzmann stated this request is consistent with the Comprehensive Plan but did not see that the unnecessary hardship criterion was being met.

The Kerss's stated their intent was to maintain the character of Old Town and they feel this will do that without a huge house being built on the existing lot.

Council member Maloney asked how staff found the unnecessary hardship. Planner Robinson stated that if divided it won't meet the width to depth ratio which creates the hardship.

Garrett Mundelein, 555 County Road, stated he supports the subdivision to maintain smaller houses on the two lots as everything around there is being replaced with larger homes.

Mr. Kerss noted his many letters of support for this subdivision to keep smaller houses on these lots.

Mayor Pro Tem Lipton stated there is a lack of legal tools to keep Old Town from being densified which is frustrating. He asked if the intention of this proposal is to maintain the small existing house. Planner Robinson responded that is the stated intention, but there is no guarantee on this.

Mayor Muckle stated he also felt there was no proven hardship.

MOTION: Council member Loo moved to approve Resolution No. 36, Series 2016, seconded by Council member Maloney.

Roll Call Vote. Council members voted 4-2 to deny the resolution. Council member Loo and Council member Maloney voted in favor. Council member Keany absent.
City Attorney Light noted this vote will require the resolution to be continued to bring back a resolution of denial.

MOTION: Mayor Muckle moved a resolution of denial be brought back for consideration. Mayor Pro Tem Lipton seconded. Approved 6-0, Council member Keany absent.

DISCUSSION/DIRECTION – REVIEW OF CLEAN ENERGY COLLECTIVE (CEC) PURCHASE #1 PERFORMANCE AND CURRENT PURCHASE #2 OPTIONS THROUGH CEC

Mayor Muckle called for a presentation.

City Manager Fleming asked for direction on a possible second purchase into the Clean Energy Collective solar array.

Mike Malone from the Clean Energy Collective (CEC) outlined how the existing array is performing and what the financial options currently are including information related to the on-bill credit, the Renewable Energy Certificate payment, the inflation rates, and the return on investment estimates.

City Manager Fleming recommended the Council move forward with a combined lease/purchase option given the good rates, Return on Investment, and to support sustainability measures.

Mayor Muckle moved to direct staff to pursue a combined lease/purchase option and bring a specific proposal for purchase back to the Council for consideration at a later date. Council member Maloney seconded. Council voted in favor 6-0.

ORDINANCE NO. 1725, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I – 1st Reading – Set Public Hearing 08/02/2016

Mayor Muckle requested a City Attorney introduction. City Attorney Light introduced Ordinance No. 1725, Series 2016.

MOTION: Mayor Muckle moved to approve Ordinance No. 1725 Series 2015 on first reading, ordered it published and set a public hearing for August 2, 2016, seconded by Mayor Pro Tem Lipton. All were in favor, Council member Keany absent.

CITY ATTORNEY'S REPORT

None.

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

Council member Leh moved and Council member Loo seconded cancelling the July 26 study session. All in favor.

ADJOURN

MOTION: Muckle moved for adjournment, seconded by Stolzmann. All were in favor. The meeting was adjourned at 11:23 p.m.

_____
Robert P. Muckle, Mayor

_____
Meredyth Muth, City Clerk

SUBJECT: **APPROVE SPECIAL MEETINGS ON AUGUST 9, 2016 AT 7:00 PM AND AUGUST 30, 2016 AT 7:00 PM**

DATE: **AUGUST 2, 2016**

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

SUMMARY:
Staff requests Council approve:

1. August 9, 2016 at 7:00 PM as a Special Meeting for Council to discuss
    a. Council direction on staff's proposed Capital Improvement Projects (CIPs) funded from the Capital Projects Fund,
    b. Boards and Commissions: Absences and Term limits

2. August 30, 2016 at 7:00 PM as a Special Meeting for Council to discuss Council direction on staff's proposed Capital Improvement Projects (CIPs) funded from the Open Space and Parks Fund and other Special Funds.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve August 9, 2016 at 7:00 PM as a Special Meeting
Approve August 30, 2016 at 7:00PM as a Special Meeting

ATTACHMENT(S):
1. N/A

SUBJECT: **RESOLUTION NO. 37, SERIES 2016 – A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CIT OF LOUISVILLE CONCERNING A FASTER SAFETY GRANT FOR CONSTRUCTION OF THE STATE HIGHWAY 42 AND SHORT STREET PROJECT**

DATE: **AUGUST 2, 2016**

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

SUMMARY:
Staff recommends City Council pass Resolution No. 37, Series 2016, for approval of an Intergovernmental Agreement with the Colorado Department of Transportation for intersection improvements at Highway 42 and Short Street.

Short Street at SH 42 is the anticipated location for access to the existing Louisville/Lafayette Sports Complex, Louisville Revitalization District, and the RTD proposed Northwest Rail station overflow parking area. A traffic signal will support a regional trail connection, infill development traffic, and future traffic from development of the RTD station area for downtown Louisville.

This project will construct the intersection improvements including utility and drainage improvements and will accommodate sidewalks, bike lanes, and transit stops. Offset left-turn lanes will provide a refuge for pedestrians crossing Highway 42, which increases pedestrian comfort, and higher levels of visibility for vehicular left turn movements.

An intergovernmental agreement with the Colorado Department of Transportation will secure $500,000 in FASTER grant funding for the project. The City Attorney has reviewed the Agreement and additional information provided by CDOT and has found the agreement acceptable.

FISCAL IMPACT:
The 2016 budget includes $1,500,000 for design, and construction of the improvements.

Funding sources are made up of City funds ($500,000), Boulder County funds ($500,000), and Faster Funds ($500,000) to pay for construction costs.

RECOMMENDATION:
Staff recommends City Council pass Resolution No. 37, Series 2016 authorizing the Mayor to sign the attached Agreement on behalf of the City.

ATTACHMENT(S):

1. Resolution
2. Intergovernmental Agreement

RESOLUTION NO. 37
SERIES 2016

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF LOUISVILLE CONCERNING A FASTER SAFETY GRANT FOR CONSTRUCTION OF THE STATE HIGHWAY 42 AND SHORT STREET PROJECT

WHEREAS, the State of Colorado through the Colorado Department of Transportation, Division of Transit and Rail ("CDOT") administers the Funding Advancement for Surface Transportation and Economic Recovery ("FASTER") grant to provide grant funding to improve roadway safety, repair deteriorating bridges and support and expand transit, and such grants are administered by CDOT; and

WHEREAS, the City of Louisville has applied for and been awarded a FASTER Safety Grant for $500,000 for funding the construction of the State Highway 42 and Short Street Project (hereinafter "the Project"), subject to the execution of a grant contract; and

WHEREAS, the parameters of the Project include construction of intersection improvements including utility and drainage improvements and the design of sidewalks, bike lanes, and transit stops near the intersection of State Highway 42 and Short Street, which is the anticipated location for access to the existing Louisville/Lafayette Sports Complex, Louisville Revitalization District, and the proposed Northwest Rail RTD station overflow parking area; and

WHEREAS, the City desires to accept such grant and authorize execution of a grant contract for such funds.

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

1. The City Council hereby approves that certain Grant Agreement between the Colorado Department of Transportation and the City of Louisville for the FASTER Safety Grant awarded to the City for the State Highway 42 and Short Street Project under Project No. FSA 042A-007, in substantially the same form as the copy of such Grant Agreement accompanying this Resolution.

2. The Mayor is hereby authorized to execute the Grant Agreement on behalf of the City Council of the City of Louisville, except that the Mayor and City Manager are hereby further authorized to negotiate and approve such revisions to the Grant 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 Grant Agreement are not altered.

3. The Mayor, City Manager and City Staff are hereby authorized and directed to do all things necessary on behalf of the City to perform the obligations of the City under the Grant Agreement, including without limitation that the Mayor or City Manager are authorized to execute and deliver any certifications, reports, forms, option letters, contract amendments and other documents appropriate or required in connection with the Grant Agreement and completion of the City project to be funded in part with funds received under the Grant Agreement.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

STATE OF COLORADO
Colorado Department of Transportation
FASTER Safety Grant
with
City of Louisville

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1. PARTIES

This Grant ("Grant") is entered into by and between City of Louisville, 749 Main Street, Louisville, CO 80027, CDOT Vendor # 2000114 ("Local Agency" or "Grantee"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail ("State" or "CDOT"). Local Agency and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c) as amended and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §43-4-811(2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is for CDOT to disperse FASTER Transit Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A** and **Exhibit C**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit A**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6, §19,** and all **Exhibits**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (FASTER Program Requirements), **Exhibit C** (Funding Provisions), **Exhibit D** (Grantee Payment Checklist), **Exhibit E** (49 CFR 18 Subpart C), **Exhibit F** (General Procurement Standards), **Exhibit G** (State and Grantee Commitments), **Exhibit H** (Option Letter), **Exhibit I** (Security Grant), **Exhibit J** (State or Federal-Aid Project Agreements with Professional Subgrantee Services) and **Exhibit K** (Grantee Contract Administration Checklist).

D. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying grants, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

"Grant Funds" means the total of State dollars and Local match dollars, as shown in **Exhibit C** and payable by the State to Grantee pursuant to this Grant.

G. Local Funds

"Local Funds" means funds provided by any city, county or entity (public or private) for performance of the Work, as required by the State to match the State FASTER funds pursuant to this Grant.

H. Manual
"Manual" refers to CDOT's "Local Agency Manual", if applicable.

I. Party or Parties
"Party" means the State or Grantee and "Parties" means both the State and Grantee.

J. Project
"Project" means Work identified in **Exhibit A.**

K. Program
"Program" means the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) Senate Bill 09-108 grant program that provides the funding for this Grant.

L. Review
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6, §19** and **Exhibit A**.

M. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

N. State Funds
"State Funds" means funds provided by the State for performance of the Work.

O. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work
"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

Q. Work Product
"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

A. Initial Term-Work Commencement
The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate five (5) years from the date of the state controller's signature in section 23 unless sooner terminated or completed as demonstrated by final payment and final audit.

B. Notice to Proceed
Grantee shall not commence performance of the Work until the date specified by a written notice to proceed, which may be sent by email or by hardcopy pursuit to **§17**.

6. SCOPE OF WORK

A. Completion
Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** (Scope of Work). Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services
Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees
All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

D. Federal Laws, Rules and Regulations

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. OPTION LETTER MODIFICATION

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to begin a phase and/or increase or decrease the encumbrance amount.

The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown in **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit **(Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit **(Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**.

8. PAYMENTS

The State shall, in accordance with the provisions of this **§8**, pay Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable to the Local Agency under this Grant shall be $500,000.00 (for CDOT accounting purposes, only State FASTER Transit funds of $500,000.00 will be encumbered) unless such amount is increased by an appropriate written modification to this Grant executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Grant, and that such cost is subject to revisions (in accordance with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute.

The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may terminate this Grant immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Grant or other grants or agreements between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

i. State FASTER Funds

State FASTER Funds shall be used only for eligible costs identified herein and/or in the Budget. Budget line item adjustments exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Grant. A budget revision of **Exhibit C** will be issued by State with such adjustment. Adjustments in excess of 24.99% for any line item shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

ii. Matching Funds

The matching ratio for the funds for this Work is 100% State FASTER funds to 0% Required Local Agency funds, it being understood that such ratio applies to the $500,000.00.

The Local Agency shall provide matching funds as provided in **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Grant by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Grant by its authorized representatives and paid into its treasury. The Local Agency does not by this Grant irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

D. Local Funds

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimubursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Grant and **Exhibit C**. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Resonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Net Cost

Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

9. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§9** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§22**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Local Agency Manual and/or this Grant.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§17 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§9.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§9.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§9** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

10. LOCAL AGENCY RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records until the last to occur of the following: **(i)** a period of three years after the date this Grant is completed or terminated, or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§11** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS **§**24-72-101 *et seq*.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other

confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§11.**

12. CONFLICT OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

13. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

14. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq*., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in **§14(B)** with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Subgrantees, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; (c) $1,000,000 products and completed operations aggregate; and (d) $50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Professional Liability

Professional liability insurance with minimum limits of liability of not less than $1,000,000 each claim and $1,000,000 annual aggregate for both the Grantee or any Subgrantee when:

a) Contract items 625 (Construction Surveying), 629 (Survey Monumentation), or both are included in the Grant

b) Plans, specifications, and submittals are required to be signed and sealed by the Grantee's or Subgrantee's professional engineer, including but not limited to:

(1) Shop drawings and working drawings as described in subsection 105.02 of the CDOT Standards Specification for Road and Bridge Construction Manual which can be found at: www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/2011-Specs-Bood.pdf

(2) Mix designs

(3) Contractor performed design work as required by the plans and specifications

(4) Approved value engineering change proposals

v. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

vi. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§17** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

viii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§14**.

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15. DEFAULT-BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§17**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§16**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

16. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this **§16** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§15(B)** provided however, that the State may terminate this Grant pursuant to **§16(B**) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§16(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§17**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§16(A)(i)**.

iii. Payments

If this Grant is terminated by the State pursuant to this **§16(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Request removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

17. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Long Nguyen
Traffic Design and Local Agency Engineer
10601 West 10th Street
Greeley, CO 80634
970-350-2126
long.nguyen@state.co.us

B. Grantee:

Joliette Woodson
City of Louisville
749 Main Street
Louisville, CO, 80027
303-335-4603
JolietteW@louisvilleco.gov

18. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

19. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments,

institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq*., as amended.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§20** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq*., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties:

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. **Colorado** Special Provisions,
ii. **The Provision of the main body of this Grant**,
iii. **Exhibit A** (Scope of Work and Budget),
iv. **Exhibit B** (FASTER Program Requirements),
v. **Exhibit C** (Funding Provisions),
vi. **Any** executed Option Letter, and
vii. Other **Exhibits** in descending order of their attachment.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq*. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, 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.

O. CORA Disclosure
To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq*.

22. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 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.

C. GOVERNMENTAL IMMUNITY
No term or condition of this Grant 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.

D. INDEPENDENT CONTRACTOR
Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee 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 Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee 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.

E. COMPLIANCE WITH LAW
Grantee 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.

F. CHOICE OF LAW
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. 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 Grant, to the extent capable of execution.

G. 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 Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions,

Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 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 Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 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.

K. PUBLIC GRANTS 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*]

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee 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 Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq*., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, 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 Grant.

SPs Effective 1/1/09

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23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE City of Louisville	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Shailen P. Bhatt – Executive Director
By: _____ Print Name of Authorized Individual **Title:** _____ Print Title of Authorized Individual _____ *Signature **Date:** _____	_____ **By: Joshua Laipply, P.E., Chief Engineer** Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules **Date:** _____
2nd Grantee Signature if Needed **By:** _____ Print Name of Authorized Individual **Title:** _____ Print Title of Authorized Individual _____ *Signature **Date:** _____	**LEGAL REVIEW** **Cynthia H. Coffman, Attorney General** **By:** _____ Signature – Assistant Attorney General **Date:** _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Colorado Department of Transportation

Date:_____

24. EXHIBIT A (Scope of Work)

SCOPE OF WORK

The Colorado Department of Transportation (#CDOT#) will oversee the city of Louisville when the City of Louisville completes the SH42 and Short St project. (Hereinafter referred to as #this work#) CDOT and the City of Louisville believe it will be beneficial to perform this work because Short Street at SH 42 is the anticipated location for access to the existing Louisville/Lafayette Sports Complex, Louisville Revitalization District, and the proposed northwest Rail RTD station overflow parking area. A traffic signal is assumed at this location as agreed upon with the construction of the BNSF underpass that will facilitate the trail connection and redevelopment in addition to the development of the RTD station area for downtown Louisville. The signal will add safety for pedestrian crossing of the highway when warranted. This project will construct the intersection improvements including utility and drainage improvements and will be designed for sidewalks, bike lanes, and transit stops. The offset left turn lanes with a median separation will provide a refuge for pedestrians crossing. The project will tie back into the existing cross section on SH 42 at a distance north and south of Short Street.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO #A Policy on Geometric Design of Highways and Streets#, AASHTO #Roadside Design Guide#, CDOT Pavement Design Manual, CDOT Project Development Manual, CDOT M<(>&<)>S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, and all applicable State and Federal guidelines. This work will consist of intersection improvements. The design phase of this work is scheduled to begin in fall of 2015. The design phase will identify more exact requirements, qualities, and attributes for this work. (Herein after referred to as #the exact work#). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in the spring of 2017 and shall finish as soon as reasonably possible.

The City of Louisville is responsible for design, utilities, ROW, environmental, advertisement, and construction management.

25. EXHIBIT B (FASTER Program Requirements)

FASTER Program Requirements

1. PROJECT PAYMENT PROVISIONS

A. The State will reimburse the Grantee for incurred costs relative to the Project following the State's review and approval of such charges, subject to the terms and conditions of this Grant. Provided, however, that charges incurred by the Grantee prior to the Effective Date of this Grant will not be charged by the Grantee to the Project, and will not be reimbursed by the State.

B. The State will reimburse the Grantee's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total of this Grant. The applicable principles described in Exhibit D shall govern the allowability and allocability of costs under this Grant. The Grantee shall comply with all such principles. To be eligible for reimbursement, costs by the Grantee shall be:

- **i.** in accordance with the provisions, terms and conditions of this Grant;
- **ii.** necessary for the accomplishment of the Work;
- **iii.** reasonable in the amount for the Goods and Services provided;
- **iv.** actual net cost to the Grantee (i.e. the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
- **v.** incurred for Work performed after the Effective Date of this Grant; and
- **vi.** satisfactorily documented.

Examples of ineligible costs include:

- **i.** Staff or administrative overhead costs of the Grantee, unless specifically allowed for in the Scope of Work;
- **ii.** Fines and penalties; and
- **iii.** Entertainment expenses.

C. The Grantee shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and principles (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Grant Funds are expended and costs accounted for in a manner consistent with this Grant and Project objectives:

- **i.** All allowable costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, grants or vouchers evidencing in detail the nature of the charges.
- **ii.** Any check or order drawn up by the Grantee, including any item which is or will be chargeable against the Project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Grantee, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, grants, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

D. The Grantee will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Pproject. The Grantee's invoices shall include a description of the amounts of Services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State.

E. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this Grant must be received by the State within 60 days after termination of this Grant.

- **i.** Payments pursuant to this Grant shall be made in whole or in part, from available funds, encumbered for the purchase of the described services. If this Grant is terminated, final payment to the Grantee may be withheld at the discretion of the State until completion of final audit.

2. STATE AND GRANTEE COMMITMENTS

CDOT and the Grantee also agree to ensure the Project is completed within the applicable design and construction standards in accordance with **Exhibit G** – State and Grantee Commitments.

3. **PROCUREMENT STANDARDS**
The Grantee agrees to carry out its procurements consistent with the general procurement standards of the State. The Grantee agrees to follow the general procurement standards set forth in **Exhibit F**.

4. **CONFORMANCE WITH LAW**
The Grantee and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Grantee agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

5. **NON DISCRIMINATION**
The Grantee agrees to comply with and ensure any Sub grantees comply with, the requirements of:

   A. The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and

   B. The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.

6. **STATE INTEREST** **This section applies if box checked** ☒
The Grantee understands and agrees that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in **Exhibit A**. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Grant. With respect to any Project property financed with State assistance under this Grant, the Grantee agrees to comply with the following:

   A. Use of Project Property. The Grantee agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the State assistance expended on that property. The Grantee further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made to CDOT.

   B. Maintenance. The Grantee agrees to maintain Project property in good operating order to the State's satisfaction.

   C. Records. The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.

   D. Encumbrance of Project Property. The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
      i. Written Transactions. The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party grant, subgrant, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
      ii. Oral Transactions. The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
      iii. Other Actions. The Grantee agrees that it will not take any action adversely affecting the State interest in or impair the Grantee's continuing control of the use of Project property.

   E. Transfer of Project Property. The Grantee understands and agrees as follows:
      i. Grantee Request. The Grantee may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.
      ii. State Government Direction. The Grantee agrees that the State may direct the disposition of, and even require the Grantee to transfer, title to any Project property financed with State assistance under this Grant if it is found that the Project property is not being used for the intended purpose as stated in the Scope of Work.

iii. Leasing Project Property to Another Party. If the Grantee leases any Project property to another party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Grantee and lessee, or another similar document, consistent with the Project purpose set forth herein. Upon request by the State, the Grantee agrees to provide a copy of any relevant documents.

F. Disposition of Project Property. The Grantee agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

i. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Grantee agrees as follows:

a). Notification Requirement. The Grantee agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

b). Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Grantee agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

(1) Equipment. The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

(2) Real Property. The Grantee agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.

(3) Exceptional Circumstances. The Grantee agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.

c). Financial Obligations to the State. The Grantee agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the State interest by either:

(1) Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or

(2) Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.

G. State Interest-Project. The State shall protect its interest in the equipment being obtained with Grant Funds.

H. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:

i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

ii. Return to the State an amount equal to the remaining State interest, based on straight line depreciation, in the damaged or destroyed Project property.

I. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the State interest, based on straight line depreciation, in that property, as the State may require.

J. Responsibilities After Project Closeout. The Grantee agrees that Project closeout by the State will not change the Grantee's Project property management responsibilities as stated in this Section of the Grant.

7. RAILROADS This section applies if box checked ☐

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Grantee shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Grantee shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning State or Federal-aid projects involving railroad facilities, including:

A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.

B. Obtaining the railroad's detailed estimate of the cost of the Work.

C. Establishing future maintenance responsibilities for the proposed installation.

D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

8. UTILITIES, ACCESS, RIGHT OF WAY This section applies if box checked ☒

A. Utilities. ☒ If necessary, the Grantee will be responsible for obtaining the proper clearance or approval from any utility company, local, State, or federal government agency, or other entity which may become involved in this Project. CDOT will reasonably assist Grantee in this regard in all cases in which CDOT is in a unique position to do so, provided that in no case will CDOT be required to expend State funds to provide such assistance. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.

B. Access. ☐ The Grantee shall be responsible for obtaining an access permit from CDOT Region offices. The Grantee shall be responsible for obtaining a use and occupancy permit from the State. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.

C. Right of Way. ☒ The parties acknowledge that the Project is for the mutual benefit of the Grantee and CDOT, and that it shall be constructed on State right of way. As a result of the Project being constructed on State right of way, the Grantee shall be responsible for obtaining an approved Interchange Approval consistent with CDOT Policy Directive 1601. The Grantee shall also be responsible for executing a grant with CDOT that addresses how construction oversight shall be coordinated and carried out.

If the Project includes right of way, prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the Uniform Act government-wide regulation-, the FHWA "Project Development Guide" and CDOT's "Right of Way Operations Manual".

Allocation of responsibilities can be as follows:

i. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges)

activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);

ii. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or

iii. No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Grantee's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Operation Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

9. DISADVANTAGE BUSINESS ENTERPRISE ("DBE") EFFORTS

The State encourages the Grantee to utilize small businesses owned by minorities, women and disadvantaged individuals to the greatest extent possible without sacrificing adequate competition. The Grantee is reminded of the illegality of discrimination and of the need to take all necessary and reasonable steps to ensure non-discrimination in the area of contracting and procurement and to create a level playing field where small minority, women, and disadvantaged businesses can compete fairly in CDOT assisted contracts and procurements. This policy specifically upholds the Transportation Commission's commitment to fair and equitable business practices and is supported by CDOT's small business development programs.

The CDOT Center for Equal Opportunity (EO) can provide lists of qualified DBE/MBE/WBE vendors as well as other technical assistance. Inquiries can be directed to the Director of Center for Equal Opportunity or Business Team Supervisor at 303-757-9234.

10. MAINTENANCE OBLIGATIONS This section applies if box checked ☒

The Grantee will maintain and operate the improvements constructed under this Grant at its own cost and expense during their useful life, in a manner reasonably satisfactory to the State. The Grantee will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Grantee's obligations to maintain such improvements. The State may make periodic inspections of the Project to verify that such improvements are being adequately maintained.

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26. EXHIBIT C (Funding Provisions)

FUNDING PROVISIONS

Cost of Work Estimate

The estimated total cost of the Work is $500,000.00 which is to be funded as follows:

1	**TOTAL PROJECT FUNDS**			
	a. State Funds (FY 2016 FASTER Transit @ 100%)			$500,000.00
	b. ***Required Local Agency Funding*** (FY 2016 @ 0%)			$0.00
	TOTAL PROJECT FUNDS			$500,000.00
2	**ESTIMATED PAYMENT TO LOCAL AGENCY**			
	a. State Budgeted Funds (1a)			$500,000.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			**$500,000.00**
3	**FOR CDOT ENCUMBRANCE PURPOSES**			
	a. State Funds Budgeted (1a)			$500,000.00
	b. Required Local Agency Funding			($0.00)
	c. Less ROW Acquisition 3111 and/or ROW Relocation 3109			($0.00)
	Estimated Total Encumbrance:			$500,000.00
	NOTE: $500,000.00 is currently available.			
	WBS Element 18464.20.10	Construction	3301	$500,000.00

27. EXHIBIT D (Grantee Payment Checklist)

GRANTEE PAYMENT CHECKLIST

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Invoice from local entity (Tier I and some Tier IIs)**

- ✓ Project and Project Code
- ✓ Project Location
- ✓ Invoice number and billing date
- ✓ Previous Billed, Current Billing, and Billed to date
- ✓ Local Agency costs
- ✓ Consultant or Sub-grantee costs
- ✓ Federal portion
- ✓ Local portion
- ✓ Net payment due
- ✓ Signature of local entity representative

☐ **Copies of invoices from local agency contractors (Tier I and some Tier IIs)**

- ✓ The specific document the contractor used to invoice the local agencies. The local agency is responsible for ensuring that the backup matches the invoice and is eligible for reimbursement.
- ✓ If the local agency pays the contractor a discounted amount, the full amount cannot be reimbursed to the local agency, only the discounted amount, less the local agency match.
- ✓ Please ensure that all payment vouchers from the local agencies state "ok to pay" or some notation of when paid or approved by, etc.
- ✓ Invoice(s) should match check amounts.
- ✓ A CDOT employee knowledgeable about the work being invoiced has to approve the local agency invoices in order for CDOT to make payments; the invoice must be paid within 45 days of receipt according to state statute.
- ✓ Statements are not acceptable in lieu of an invoice.

☐ **Copies of checks (All Tiers)**

- ✓ All of the following are acceptable - copies of checks, check registers, approved accounting system generated expenditure ledgers showing the amount paid, the check number or electronic funds transfer ("EFT") and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the Grantee have been paid by the Grantee before CDOT is invoiced by the Grantee.

☐ **Expenditure ledger (All Tiers)**

- ✓ An expenditure ledger needs to be submitted from the Grantee's financial accounting system. The report should display the accounting system information, date of the report, accounting period, current period transactions, and the account coding for all incurred expenditures. Excel spreadsheets are not approved expenditure reports. However, an additional excel spreadsheet may be required in order to explain any variances between the expenditure and the amount eligible for reimbursement.
- ✓ CFR 49 part 18 Section 18.20 Standards for Financial Management Systems, requires the Grantee to have approved accounting systems so this should not be difficult to generate by cost center specific to the reimbursable Project. The expenditure report is a good summary page if there is substantial documentation.
- ✓ If the Grantee has copies of the invoice(s) and check(s), you do not need the expenditure ledger also, but the invoices must be marked as approved for payment.

☐ **Timesheets (Tier I and some Tier IIs)**

- ✓ DOT requires all employees working on projects to provide time sheets with a breakdown of hours worked by day displaying all projects worked for the day, week, month or time collection period. The timesheet must also be signed or approved either in ink or electronically.
- ✓ Backup documentation for payroll expenses includes the timesheet and an hourly or salary rate or a payroll ledger indicating total hours, wages, and benefits. The rate only needs to be submitted once and will be referred to for future invoices.
- ✓ If there is sensitive information such as social security numbers or addresses, please block that information.
- ✓ If the local agency uses a temp agency and submits the invoice from the temp agency for reimbursement, CDOT needs the same documentation the agency would use for approval before the local agency paid the temp agency.
- ✓ If the local agency used a quarterly or semester based system of timekeeping, the local agency cannot bill monthly for payroll expenses (this is especially true for colleges and universities). The local agency needs the backup from the timekeeping system and payroll records which would allow the local agency to bill quarterly or by semester.

☐ **In kind match – If an entity wishes to use in-kind match, it must be approved by CDOT prior to any work taking place. (All Tiers)**

- ✓ If an in kind match is being used for the local match the in-kind portion of the project must be included in project application and scope of work attached to the contract or purchase order. FTA does not require pre-approval of in kind, but CDOT does.
- ✓ Expenditure ledger from the local agency must also show the in kind match in their general ledger. CDOT needs a copy of this general ledger showing the in kind match.
- ✓ If the local agency is using in kind match on invoices to CDOT, they need to attach a drawdown page indicating how much in-kind match has been used.
- ✓ Full documentation will be required on the use of in-kind match, regardless of the Tier held by the grantee.

☐ **Indirect costs (All Tiers)**

- ✓ If indirect costs are being requested, please submit an approved indirect letter provided by either CDOT or Colorado Department. The letter must state what indirect costs are allowed and at what percentage. The indirect letter only needs to be submitted once and will be retained on file for future invoices. The indirect cost plan must be reconciled annually and an updated letter submitted each year.

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28. EXHIBIT E (C-49 CFR 18 Subpart C)
49 CFR 18 Subpart C

This **Exhibit D** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

Financial Administration

Sec. 18.20 Standards for financial management systems.

(a) A State must expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors, must be sufficient to-

(1) Permit preparation of reports required by this part and the statutes authorizing the grant, and

(2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

(b) The financial management systems of other grantees and subgrantees must meet the following standards:

(1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially-assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.

(2) Accounting records. Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) Internal control. Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

(4) Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

(6) Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

Sec. 18.22 Allowable costs.

(a) Limitation on use of funds. Grant funds may be used only for:

(1) The allowable costs of the grantees, subgrantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and

(2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or subgrantee.

(b) Applicable cost principles. For each kind of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

For the costs of a	Use the principles in--

State, local or Indian tribal government.	OMB Circular A-87.
Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A122 as not subject to that circular.	OMB Circular A-122.
Educational institutions.	OMB Circular A-21.
For-profit organization other than a hospital and an organization named in OMB Circular A122 as not subject to that circular.	48 CFR part 31. Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

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29. EXHIBIT F (General Procurement Standards)
General Procurement Standards

This **Exhibit F** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

General Procurement Standards

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
    a. Rationale for the method of procurement;
    b. Selection of contract type;
    c. Contractor selection or rejection;
    d. Basis for the contract price; and
    e. Other.
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions.
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
    a. Small Purchase – is a relatively simple and informal procurement method for securing services, supplies, or other property that do not cost more than $150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at lease three sources. Quotations will be in writing if for goods in excess of $10,000 and if for services in excess of $25,000.00.
    b. Formal Sealed Bids –are publicly solicited and a firm-fixed-prices (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. This method is preferred for procuring construction. If this method is used, the following requirements apply:
        i. Must be publicly advertised;
        ii. Must give at least 14 days for bidders to respond;
        iii. Must include any specifications and pertinent attachments to all bidders to respond properly;
        iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid;

v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
vi. Any or all bids may be rejected if there is a sound documented reason.

c. Competitive Proposals – are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

i. Request for proposals will be publicized;
ii. Identify all evaluation factors and their relative importance;
iii. Proposals will be solicited from an adequate number of qualified sources;
iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees;
v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms. See also **Exhibit I** for procurement of A/E professional services.

d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances applies:

i. The item is available only from a single source;
ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
iii. The awarding agency authorizes noncompetitive proposals; or
iv. After solicitation of a number of sources, competition is determined inadequate.

12. Small, Minority and Women owned business enterprise and labor surplus area firms – In accordance with **Exhibit B**, Section 9 take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.

a. Placing qualified firms on solicitation lists;

b. Assuring that firms are solicited whenever they are potential sources;

c. Dividing total quantities to permit maximum participation;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms; and

e. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.

13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding $100,000.00.

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30. EXHIBIT G (State and Grantee Committments)
State and Grantee Commitments

A. Design – This section applies if box checked: ☐

1. Work including preliminary design or final design (the "Construction Plans"), design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), requires that the Grantee comply with the following requirements, as applicable:

a. perform or provide the Plans, to the extent required by the nature of the Work;
b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT;
c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Grantee specifications if approved by CDOT;
d. include details of any required detours in the Plans, in order to prevent any interference of the construction Work and to protect the traveling public;
e. stamp the Plans produced by a Colorado Registered Professional Engineer;
f. provide final assembly of Plans and Grant documents;
g. be responsible for the Plans being accurate and complete; and
h. make no further changes in the Plans following the award of the construction contract except in writing approved by all the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.

2. Grantee:

a. shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects";
b. (If applicable) shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
c. may enter into a contract with a Subgrantee to do all or any portion of the Plans and/or of construction administration. Provided, however, that if State funds are involved in the cost of such work to be done by a Subgrantee, that Subgrantee subgrant (and the performance/provision of the Plans under the subgrant) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State, including those in this Grant. If the Grantee does enter into a subgrant with a Subgrantee for the Work:
   (1) Grantee shall submit a certification that procurement of any design Subgrantee subgrant complied with the requirements of 23 CFR 172.5(1) prior to entering into subgrant. The State shall either approve or deny such procurement. If denied, the Grantee may not enter into the subgrant.
   (2) Grantee shall ensure that all changes in the Subgrantee subgrant have prior approval by the State. Such changes in the subgrant shall be by written supplement grant. As soon as the subgrant with the Subgrantee has been awarded by the Grantee, one copy of the executed subgrant shall be submitted to the State. Any amendments to such subgrant shall also be submitted.
   (3) it shall require that all Subgrantee billings under that subgrant shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
   (4) it (or its Subgrantee) shall use the CDOT procedures described to administer that design Subgrantee subgrant, to comply with 23 CFR 172.5(b) and (d).
   (5) it may expedite any CDOT approval of its procurement process and/or Subgrantee subgrant by submitting a letter to CDOT from the certifying Grantee's attorney/authorized representative certifying compliance with 23 CFR 172.5(b) and (d).
   (6) it shall ensure that its Subgrantee subgrant complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) "The design work under this Grant shall be compatible with the requirements of the Grant between the Grantee and the State (which is incorporated herein by this reference) for the design/construction of the Project. The State is an intended third party beneficiary of this subgrant for that purpose."

(b) "Upon advertisement of the Project work for construction, the Subgrantee shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the Project."

(c) "The Subgrantee shall review the construction Subgrantee's shop drawings for conformance with the subgrant documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."

d. The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Grantee to make changes therein that the State determines are necessary to ensure compliance with State and federal requirements.

B. Construction – This section applies if box checked: ☐

1. Work including construction requires that, the Grantee perform the construction and construction administration in accordance with the approved Plans and CDOT oversight. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of grant payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Grant modification orders and minor subgrant revisions; processing Subgrantee claims; construction supervision; and meeting the Quality Control requirements of CDOT which can be found in the FHWA and CDOT Stewardship agreement located at:
http://www.coloradodot.info/business/permits/accesspermits/references/stewardship-agreement.pdf .

2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Grantee, due to the failure of the Grantee or its Subgrantee to correct Project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

3. Grantee:

a. shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Grantee Project Engineer ("LAPE"), to perform that administration. The LAPE shall administer the Project in accordance with this Grant, the requirements of the construction subgrant and applicable State procedures.

b. if bids are to be let for the construction of the Project, it shall advertise the call for bids upon approval by the State and award the construction subgrant(s) to the low responsible bidder(s) upon approval by the State.

(1) In advertising and awarding the bid for the construction, the Grantee shall comply with applicable requirements of 23 USC §112, 23 CFR Parts 633 and 635, and CRS §24-92-101 et seq. Those requirements include, without limitation, that the Grantee/Subgrantee shall comply with terms and conditions as required by 23 CFR §633.102(e).

(2) The Grantee has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Grantee must declare the acceptance or rejection within 3 working days after said bids are publicly opened.

(3) By indicating its concurrence in such award, the Grantee, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional State funds will be made available for the Project. This paragraph also applies to Projects advertised and awarded by the State.

c. If all or part of the construction Work is to be accomplished by Grantee personnel (i.e. by force account), rather than by a competitive bidding process, the Grantee will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR Part 635, Subpart B, Force Account Construction.

(1) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Grantee, the State and FHWA (if needed) in advance of the Work, as provided for in 23 CFR §635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
(2) An alternative to the above is that the Grantee may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
(3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
(4) All force account work shall have prior approval of the State and/or FHWA (if needed) and shall not be initiated until the State has issued a written notice to proceed.

C. State's Obligations

1. The State will perform a final Project inspection prior to Project acceptance as a "Quality Control/Assurance" activity. When all Work has been satisfactorily completed, the State will sign the CDOT Form 1212 (for FHWA), if applicable.

2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Grantee within the Work of this Grant.

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31. EXHIBIT H (Sample Option Letter)

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)
NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	**State Fiscal Year:**	**Option Letter No.**	**Option Letter CMS Routing #** **Option Letter SAP #**
Original Contract CMS #		**Original Contract SAP #**	

Vendor name: _____

SUBJECT:

A. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts(*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

B. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

C. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):
In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)*is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for* ***Exhibit C*** *shall be labled as follows:* ***C-2***, ***C-3***, ***C-4***, *etc*.).

Option B (*Insert the following language for use with Option B*):
In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for* ***Exhibit C*** *shall be labeled as follows:* ***C-2***, ***C-3***, ***C-4***, *etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment*).

Option C (*Insert the following language for use with Option C*):
In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here),* the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part

of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for* ***Exhibit C*** *shall be labeled as follows:* ***C-2****,* ***C-3****,* ***C-4****, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment*).

(*The following language must be included on ALL options*):
The total encumbrance as a result of this option and all previous options and/or amendments is now (*insert total encumbrance amount*), as referenced in **Exhibit** (***C-1****,* ***C-2****, etc., as appropriate*). The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: (*indicate total budgeted funds*) as referenced in **Exhibit** (***C-1****,* ***C-2****, etc., as appropriate*) of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:
John W. Hickenlooper, Governor

By: _____ Date: _____
Shailen P. Bhatt, Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form Updated: December 19, 2012

32. EXHIBIT I (Security Agreement)

SECURITY AGREEMENT (IF APPLICABLE)

This Security Agreement is made by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL, ("State") and City of Louisville, ("Grantee").

A. Purpose. This Security Agreement is made for the purpose of securing the State interest in transit vehicles or other project equipment ("Project Equipment") purchased with State grant funds awarded to the Grantee pursuant to the Grant Agreement between the State and Grantee dated this _____day of _____, 20____ and identified as contract # 471000916 ("Grant").

The security interest granted to the State herein is to ensure that the State may access, protect and, if necessary, dispose of the federal interest in each item of Project Equipment and to ensure the proper use of the Project Equipment. The Grantee shall have no right in the State interest in such Project Equipment.

B. Project Equipment. Not later than three days after the purchase and acceptance of Project Equipment, the Grantee shall complete and return to the State a "Certificate of Procurement and Acceptance" form, which then becomes Addendum I to this Security Agreement. In the case of vehicle procurement, this certificate must indicate the year, make, model, VIN, and any other information needed to register the vehicle.

C. Security Interest. In consideration of the value provided to the Grantee under the Grant, the Grantee hereby gives and grants to the State a security interest in the Project Equipment described in Addendum I and /or described below as follows:

MAKE/MODEL/VIN or description of equipment: _____.

This security interest shall apply to the Project Equipment acquired pursuant to the Grant whether purchased before or after the date this Security Agreement is executed. The Grantee hereby authorizes the State to describe in the space above the Project Equipment subject to this Security Agreement.

D. Lien. The State may place a lien on the title of each Project Equipment vehicle based upon this Security Agreement. The State shall retain physical possession of the titles of such Project Equipment vehicles and the Grantee agrees that the State shall be considered "in possession" of such vehicles for the purpose of any document required by State law to repossess such vehicles if necessary.

E. Disposition of Equipment. In addition to the security interest granted herein, the Grantee agrees to and acknowledges the right of the State to remove all Project Equipment from the Grantee's premises and to take possession of any of the Project Equipment, if the Grantee fails to satisfactorily perform the Project services as detailed in the Grant, or if the State determines for any other reason, including but not limited to termination of the Grant, that the disposition of the State interest in such Project Equipment is in the best interest of the State. The Grantee agrees that it will in no way oppose the State's exercise of such right and that it will assist the State to obtain possession and to remove such vehicles.

F. Assignment. The Grantee agrees not to assert against any assignee of the State any defenses or claims the Grantee may have against the State.

Grantee hereby executes this Security Agreement as of the date below:

ATTEST: _____ FOR THE GRANTEE By:_____

Print Name:_____

Date: _____ Title: _____

33. EXHIBIT J (Grants with Professional Subgrantee Services)

State or Federal-Aid Project Agreements with Professional Subgrantee Services

The Grantee shall use these procedures to implement State or Federal-aid project agreements with professional Sub grantee services including, but not limited to engineering, design, or architectural services.

23 CFR Part172 applies to a federally funded Grantee project agreement administered by CDOT that involves professional Sub grantee services. 23 CFR §172.1 states "The policies and procedures involve federally funded grants for engineering and design related services for projects subject to the provisions of 23 USC §112(a) and are issued to ensure that a qualified Subgrantee is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR §172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional Subgrantee services under a federally funded Subgrantee subgrant administered by CDOT.

Preference of Colorado Labor

Grantee certifies, warrants, and agrees that it has knowledge of the "Keep Jobs in Colorado Act of 2013" codified at Sections 8-17-101, et seq., of the Colorado Revised Statutes and accompanying rules, 7 CCR 1103-6, and that Colorado labor shall be employed to perform at least eighty percent (80%) of the Work.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Subgrantee Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR Part172 and Colorado Revised Statute CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR Part 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Grantee must follow in obtaining professional Subgrantee services. This guidance follows the format of 23 CFR Part 172. The steps are:

1. The contracting Grantee shall document the need for obtaining professional services.
2. Prior to solicitation for Subgrantee services, the contracting Grantee shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in CRS §24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for grants in conformity with the requirements of CRS §24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for Subgrantee services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the Subgrantee should be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime Subgrantee and their team. It also shows which criteria are used to short-list and to make a final selection.

   The short-list is based on the following evaluation factors:

   a. Qualifications,

   b. Approach to the project,

   c. Ability to furnish professional services.

   d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the Subgrantee's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority Subgrantees.

6. Once a Subgrantee is selected, the Grantee enters into negotiations with the Subgrantee to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for grants expected to be greater than $50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR Part 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
7. A qualified Grantee employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the Grant. At the end of project, the Grantee prepares a performance evaluation (a CDOT form is available) on the Subgrantee.
8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR §18.42, which provide for records to be kept at least three (3) years from the date that the Grantee submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The CRS §§24-30-1401 through 1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

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34. EXHIBIT K (Grantee Contract Administration Checklist)
Grantee Contract Administration Checklist

The following checklist has been developed to ensure that all required aspects of a project approved for federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for federal funding in the Statewide Transportation Improvement Program, CDOT Project Manager, Grantee Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual Grant. CDOT will not process a Grant without this completed checklist. It will be reviewed at the "Final Office Review" meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION **GRANTEE CONTRACT ADMINISTRATION CHECKLIST**			
Project No. FSA 042A-007	STIP No. SR46606.031	Project Code 18464	Region 04
Project Location State Highway 42 & Short Street		Date 3/25/16	
Project Description SH 42 & Short St			
Grantee City of Louisville	Grantee Project Manager Joliette Woodson		
CDOT Resident Engineer Long Nguyen	CDOT Project Manager Katrina Kloberdanz		

INSTRUCTIONS:

This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this Grant. The checklist becomes an attachment to the Grant. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual.*

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Grantee is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.

Tasks that will be performed by headquarters staff will be indicated. The regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Grantee Project Manager, and submitted to the CDOT Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Grantee Project Manager, will prepare and distribute a revised checklist.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY Grantee	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		**X**
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 –State or Federal-aid Program Data. Requires FHWA concurrence/involvement)		**X**
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463		X
5.2	Prepare Grantee/CDOT Inter-Governmental Agreement (see also Chapter 3)		**X**
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	#
5.4	Conduct Design Scoping Review Meeting	X	X
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Grantee	X	#
5.12	Justify Proprietary, Sole Source, or Grantee Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	#
5.15	Ensure Authorization of Funds for Construction		**X**
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		NA
6.2	Determine Applicability of Davis-Bacon Act This project ☒ is ☐ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Long_Nguyen 3/28/2016 CDOT Resident Engineer (Signature on File) Date		**X**
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		**X**
6.4	Title VI Assurances:	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		**NA**
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7.2	Advertise for Bids	X	#
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	#

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance	X	
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		**NA**
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		**NA**
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		**X**
7.8	Approve Rejection of Low Bidder		**X**
7.9	Award Contract	X	#
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey 1. Construction staking 2. Monumentation	 X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Joliette_Woodson 303-335-4603 Grantee Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	#
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY Grantee	CDOT
	Provide the name and phone number of the person authorized for this task. Joliette_Woodson 303-335-4603 Grantee Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare Grantee Reimbursement Requests	**X**	
8.13	Prepare and Authorize Change Orders	X	
8.14	Approve All Change Orders		**X**
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Long_Nguyen 3/28/2016 CDOT Resident Engineer Phone number		**X**
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record 1. Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project 2. Update the form as work progresses 3. Complete and distribute form after work is completed	 X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: 1. Fabrication of structural steel and pre-stressed concrete structural components 2. Bridge modular expansion devices (0" to 6" or greater) 3. Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Grantee Procedures ☐ CDOT Procedures ☒ 1. Generate IAT schedule 2. Schedule and provide notification 3. Conduct IAT	 X X	X
9.8	Approve mix designs Concrete Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY Grantee	CDOT
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	NA	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	#
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Grantee participation.)		**X**
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	NA	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used … from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		**X**
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure	X	
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Grantee Contract Administration Checklist	X	

cc: CDOT Resident Engineer
CDOT Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Grantee Project Manager

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5E

SUBJECT: **JOINT STIPULATION AND AGREEMENT RESOLVING CITY PARTICIPATION IN MAES QUIET TITLE ACTION – 1145 PINE STREET – BOULDER COUNTY DISTRICT COURT CASE NO. 2016-CV-30472**

DATE: **AUGUST 2, 2016**

PRESENTED BY: **MALCOLM FLEMING, CITY MANAGER**
SAM LIGHT, CITY ATTORNEY

SUMMARY: In an effort to establish boundaries and ownership for their property located at 1145 Pine Street ("Property"), Eric and Amber Maes (the "Plaintiffs") filed a Complaint under Rule 105 seeking to quiet title to the Property. The Property subject to the court action is 0.2015 acres. The City was named a party to the case because the Plaintiffs believe the City may claim an interest in the Property as it is less than 35 acres and is not a platted lot within the City. The Property is not a platted lot; rather it is an area of unplatted land. A quiet title action and decree can operate to confirm title for ownership and conveyancing purposes, but is not a platting process.

Since the case was filed, staff has determined there are no City utility pipelines within the Property. A small drainage channel lies just north of the existing wood fence on the north side. Since that fence does not match the exact boundary of the Property as described for the quiet title action—see attached survey showing the variation between the fence line and boundary—the right to maintain the drainage channel should be recognized.

The City Attorney's office has worked with the Plaintiffs' attorney to negotiate a Joint Stipulation and Agreement, attached, establishing that the City will disclaim any right or interest in the Property, except as to the following two issues. First, the City does not disclaim its interest in and rights to use and maintain the existing ditch facilities along the Property's north boundary line. Second, the parties acknowledge the Property is subject to applicable subdivision and zoning regulations, and platting of the Property will be required prior to future building development or redevelopment. With these terms the City has no reason to participate further in the court action.

Upon City Council approval of the Joint Stipulation and Agreement, the City Attorney's office will finalize the stipulation and file it with the Boulder County District Court, ending the City's participation in the legal proceedings.

FISCAL IMPACT: N/A

RECOMMENDATION: Staff recommends City Council approve and authorize filing of the Joint Stipulation and Agreement Concerning Real Property in Case No. 2016-CV-30472, to conclude the City's participation in the Maes quiet title action.

ATTACHMENT(S):

1. Joint Stipulation and Agreement.
2. Survey of Subject Property.

DISTRICT COURT, BOULDER COUNTY, COLORADO 1777 6th Street Boulder, Colorado 80302 303-441-3750 Plaintiff(s): ERIC MAES AMBER MAES v. Defendant(s): JERALD S. GILKISON, ALICE A. GILKISON, THOMAS M. MURPHY, STELLA M. MERCIEZ, 1210 SPRUCE STREET, LLC, a Colorado limited liability company, CITY OF LOUISVILLE, COLORADO, and ALL UNKNOWN PERSONS WHO CLAIM AN INTEREST IN THE SUBJECT MATTER OF THIS ACTION	▲ COURT USE ONLY ▲ Case No.: 2016-CV-30472 Div.: Courtroom:
LIGHT | KELLY, P.C. Samuel J. Light, No 22883 Amy Wegner Kho, No 47160 101 University Blvd., Suite 210 Denver, Colorado 80206 Tel.: 303-298-1601 Fax: 303-298-1627 E-mail: slight@lightkelly.com; akho@lightkelly.com *Attorneys for Defendant City of Louisville*	

JOINT STIPULATION AND AGREEMENT BETWEEN CITY OF LOUISVILLE AND ERIC MAES AND AMBER MAES CONCERNING REAL PROPERTY

Plaintiffs Eric Maes and Amber Maes and Defendant City of Louisville (the "City"), through their undersigned counsel, respectively move the Court for the entry of an Order approving the Stipulation of the parties set forth below.

AS GROUNDS THEREFOR, the parties state:

1. On April 26, 2016, Plaintiffs filed their Complaint Under Rule 105 seeking to quiet title to real property located in Boulder County, Colorado, described in Exhibit A to the

Complaint, an additional copy of which description is attached hereto as Exhibit A and incorporated herein by reference (the "Property"). The Property is located within the City.

2. Plaintiffs named the City as a defendant in the quiet title action.

3. Plaintiffs and the City enter into this Joint Stipulation and Agreement to clarify the City's right, title, or interest in the Property. Accordingly, the parties stipulate to the following:

(a) The City hereby irrevocably disclaims any right, title, or interest in the Property except as follows:

(i) The City does not disclaim its interest in and rights to use and maintain existing ditch facilities along the Property's north boundary line lying north of the existing fence depicted in Exhibit A.

(ii) The parties acknowledge the Property is subject to applicable City of Louisville subdivision and zoning regulations and platting of the Property will be required prior to future building development or redevelopment of the Property.

(b) Any final quiet title judgments, orders or decrees issued by this Court will contain specific reference to the provisions of paragraph 3(a) above.

(c) Except as provided in this paragraph 3, the City stipulates and consents to the entry of a Decree determining that the City has no title interest, estate or claim of any kind whatsoever in the Property, forever barring and enjoining the City from any claim or title thereto, quieting the title in the Plaintiffs in and to the Property, and adjudging that the Plaintiffs are the owners in fee simple and entitled to possession of the Property.

WHEREFORE, Plaintiffs and the City respectfully request their Joint Stipulation and Agreement be entered as an Order of the Court, with each party to pay their own costs and attorneys fees with respect to this matter, and that the City be dismissed from this action.

RESPECTFULLY submitted this __th day of August, 2016.

LIGHT KELLY, P.C.

_____

Samuel J. Light
101 University Boulevard, Suite 210
Denver, CO 80206
Email: slight@lightkelly.com

SCHEY, PILLER, ALSPAUGH & WONG, P.C.

_____

Phillip S. Wong
P.O. Box 297
636 Coffman Street., #200
Longmont, CO 80502
Email: PWong8543@aol.com

CERTIFICATE OF SERVICE

The undersigned herein certifies that on this ___th day of August, 2016, a true and complete copy of the foregoing JOINT STIPULATION AND AGREEMENT BETWEEN CITY OF LOUISVILLE AND ERIC MAES AND AMBER MAES CONCERNING REAL PROPERTY was served electronically via ICCES and/or by depositing same in the U.S. Mail, postage prepaid, addressed to the following:

Phillip S. Wong, Esq.
Schey, Piller, Alspaugh & Wong, P.C.
P.O. Box 267
Longmont, CO 80502
Attorney for Plaintiffs

Jerald and Alice Gilkison
798 Victoria Court
Lafayette, CO 80026

Stella M. Merciez
1133 Pine Street
Louisville, CO 80027

John-Peter D'Amico, Agent
1210 Spruce Street, LLC
2727 Madison Drive
Longmont, CO 80503

s/ *Amy Wegner Kho*

ORIGINAL SIGNATURE ON FILE

In accordance with C.R.C.P. 121, section 1-26(7), a printed copy with original signature is being maintained by the filing party and will be made available for inspection by other parties or the Court upon request.

EXHIBIT A

Drexel, Barrell & Co.

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

JANUARY 13, 2016

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 8, T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 8, WHENCE THE SOUTHEAST CORNER OF THE NE1/4 OF THE SE1/4 OF SAID SECTION 8 BEARS S00°32'00"W, THENCE S16°33'41"W, 811.38 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION AS RECORDED AT RECEPTION NO. 2670301 IN THE BOULDER COUNTY RECORDS AND THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 1738587 IN THE BOULDER COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE S15°02'53"E, 112.73 FEET ALONG SAID WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 1738587 TO THE NORTHERLY LINE OF PINE STREET;

THENCE S76°25'00"W, 67.80 FEET ALONG SAID NORTHERLY LINE OF PINE STREET;

THENCE N14°17'34"W, 151.57 FEET TO SAID SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION;

THENCE S71°38'54"E, 57.93 FEET ALONG SAID SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION;

THENCE S78°35'54"E, 19.45 FEET ALONG SAID SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.2015 ACRES

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELDERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338

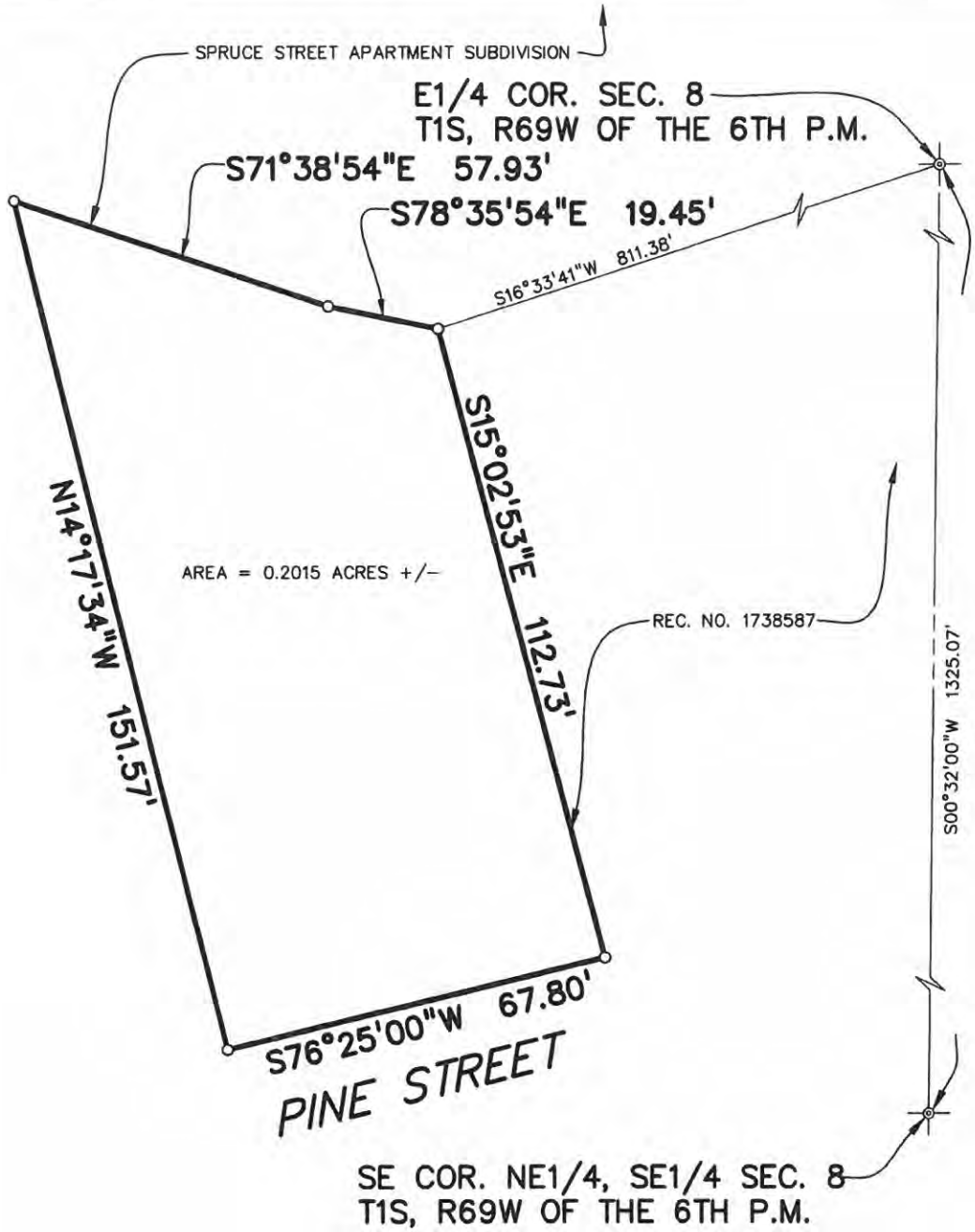


EXHIBIT MAP OF A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 8, T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

N

SCALE 1" = 30'

NOTE

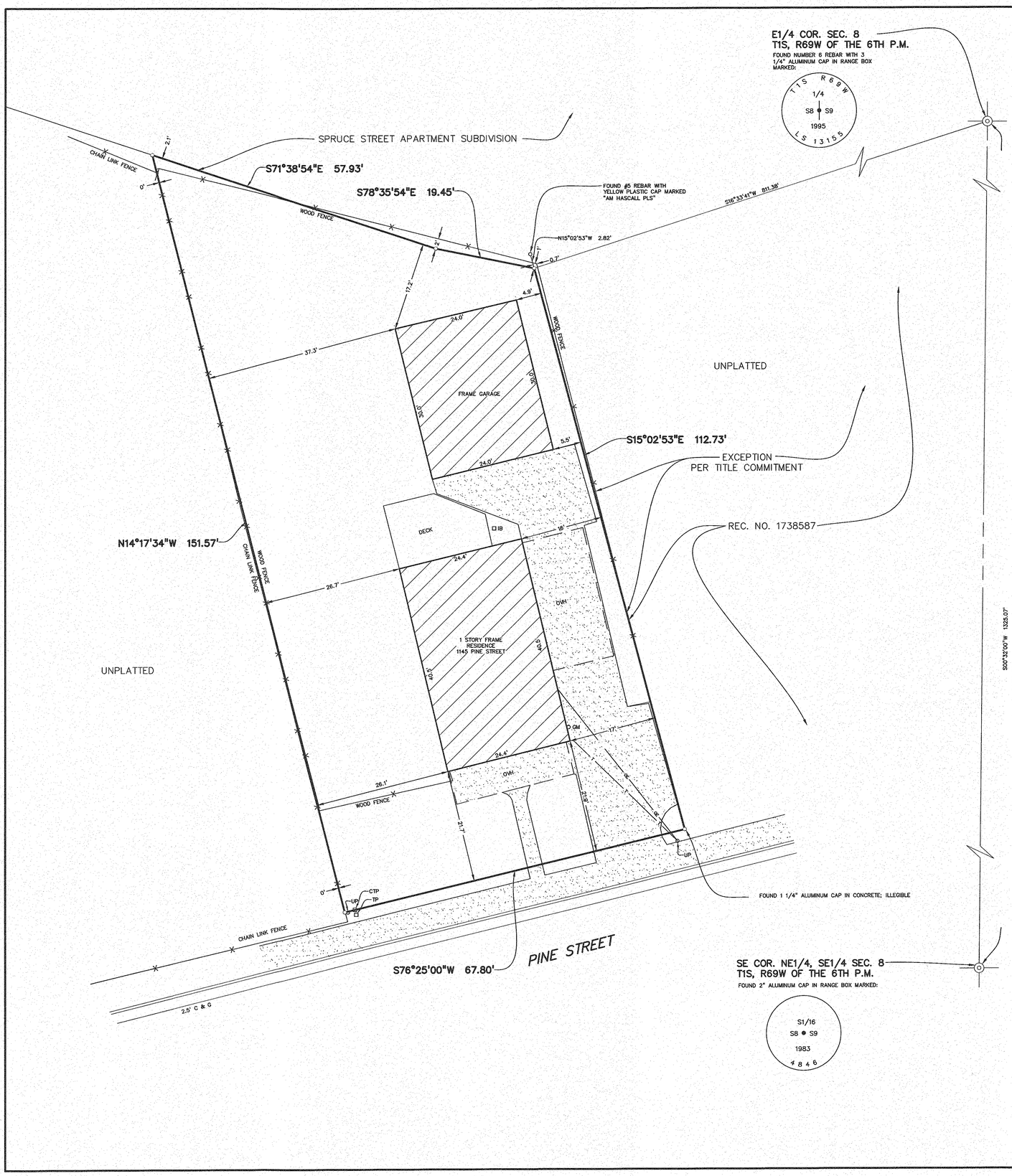
THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE REFERENCED TRACT OF LAND.

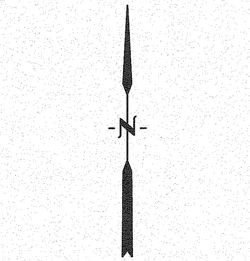
IN ACCORDANCE WITH CRS 13-80-105;
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

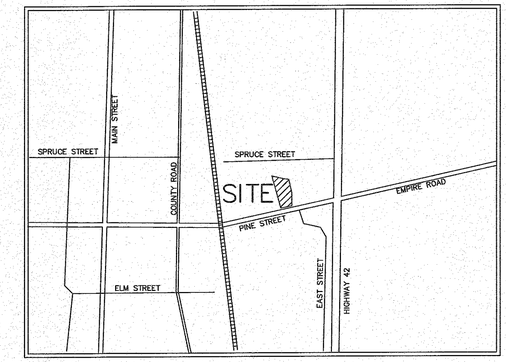
Drexel, Barrell & Co. Engineers/Surveyors
1600 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338
COLORADO SPRINGS, COLORADO (719) 260-0887
GRAND JUNCTION, COLORADO (970) 257-1250
STEAMBOAT SPRINGS, COLORADO (970) 879-1523

Revisions – Date	Date 1-13-16	Drawn By VJD	Job No. 3598-4
	Scale 1" = 30'	Checked By MES	Drawing No. IN FOLDER

S:\3598-4\Drawings\Exhibits\3598-4-EX01.dwg, 1/13/2016 1:26:59 PM, DWG TO PDF.PC3







VICINITY MAP
N.T.S

LEGEND

C & G	CURB & GUTTER
CTP	CABLE TV PEDESTAL
GM	GAS METER
IB	IRRIGATION BOX
OVH	OVERHANG
TP	TELEPHONE PEDESTAL
UP	UTILITY POLE
—OE—	OVERHEAD ELECTRIC LINE
—T—	OVERHEAD TELEPHONE LINE
—X—	FENCE LINE

GENERAL NOTES

1. THE BASIS OF BEARINGS IS THE EAST LINE OF THE NE1/4 OF THE SE1/4 OF SECTION 8, BEING MONUMENTED AS SHOWN HEREON, WITH THE LINE ASSUMED TO BEAR S00°32'00"W.
2. SET 2" ALUMINUM CAPS STAMPED "DB & CO. LS 27275" AT ALL EXTERIOR BOUNDARY CORNERS OF THE SUBJECT PROPERTY UNLESS OTHERWISE NOTED.
3. DREXEL BARRELL & CO. RELIED UPON TITLE COMMITMENT NO. 598-C2015364-079-IS1, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF AUGUST 24, 2015 FOR ALL INFORMATION REGARDING THE LEGAL DESCRIPTION, EASEMENTS AND RIGHTS-OF-WAYS.
4. THE LEGAL DESCRIPTION AS CONTAINED WITHIN THE TITLE COMMITMENT DOES NOT MATHEMATICALLY CLOSE BY 22.64 FEET. DREXEL BARRELL & CO. RECOMMENDS THAT A TITLE SEARCH OF PREVIOUS DEEDS FOR THE PROPERTY BE PERFORMED TO POSSIBLY LOCATE THE ERROR.
5. ALL REFERENCES TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS ON FILE WITH THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO.
6. ALL TIES TO THE RECORD TITLE LINES FROM THE IMPROVEMENTS SHOWN HEREON ARE PERPENDICULAR TO THE RECORD TITLE LINES.
7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES 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.
8. BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN PER VISIBLE SURFACE EVIDENCE OR AS-BUILT DRAWINGS OF THE CONSTRUCTED UTILITY LINES. IF ANY UNDERGROUND UTILITY LOCATIONS ARE REQUIRED, THEY WILL HAVE TO BE VERIFIED BY FIELD POTHOLING THE UTILITIES. DREXEL, BARRELL & CO. AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
9. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS TO THE RIGHT TO GRANT THE SAME.
10. THE LINEAL UNITS SHOWN HEREON ARE US SURVEY FEET.
11. THE LAST FIELD INSPECTION OF THE SITE WAS ON JANUARY 12, 2016.

TITLE COMMITMENT NOTES

THE PROPERTY AS SHOWN HEREON IS SUBJECT TO THE FOLLOWING PER TITLE COMMITMENT NO. 598-C2015364-079-IS1, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF AUGUST 24, 2015. NOT ALL EXCEPTIONS CONTAINED WITHIN THIS TITLE COMMITMENT ARE NOTED BELOW AND NOT ALL THE EXCEPTIONS LISTED BELOW ARE SHOWN HEREON.

1. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE DOCUMENT AS SET FORTH BELOW:
   RECORDING DATE: NOVEMBER 12, 1890
   RECORDING NO.: BOOK 75 AT PAGE 484.
2. MINERAL RESERVATIONS AS CONTAINED IN THE DEED AS SET FORTH BELOW:
   RECORDING DATE: JUNE 07, 1905
   RECORDING NO.: BOOK 281 AT PAGE 498
3. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE REQUEST FOR NOTICE OF SURFACE DEVELOPMENT AS SET FORTH BELOW:
   RECORDING DATE: SEPTEMBER 28, 2009
   RECORDING NO.: 03032258

LEGAL DESCRIPTION – PER TITLE COMMITMENT

A TRACT OF LAND SITUATE IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TO-WIT:

BEGINNING AT THE EAST QUARTER CORNER OF THE SAID SECTION 8; THENCE SOUTH 14°42' WEST, A DISTANCE OF 812.62 FEET TO CORNER NO. 1, THE TRUE POINT OF BEGINNING; THENCE SOUTH 6°35' WEST, A DISTANCE OF 112.0 FEET; THENCE SOUTH 76° WEST, A DISTANCE OF 59.5 FEET; THENCE NORTH 15° 16' WEST, A DISTANCE OF 150.2 FEET; THENCE SOUTH 71 °54' EAST, A DISTANCE OF 43.0 FEET; THENCE SOUTH 78°42' EAST A DISTANCE OF 45.6 FEET TO CORNER NO. 1, THE TRUE POINT OF BEGINNING.
EXCEPTING FROM EACH OF THE ABOVE TWO PARCELS, THE FOLLOWING DESCRIBED TRACT OF LAND:
THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 8 BEARS SOUTH 00°07'00" WEST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE SOUTH 14°50'13" WEST, 807.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 85°13'00" EAST, 52.00 FEET; THENCE NORTH 88°57'00" EAST, 52.00 FEET; THENCE NORTH 87°07'00" EAST 62.00 FEET; THENCE SOUTH 52°41'00" WEST, 168.31 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PINE STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 76°00'00" WEST 21.69 FEET; THENCE NORTH 15°16'00" WEST, 115.54 FEET; THENCE SOUTH 78°42'00" EAST, 19.98 FEET TO THE TRUE POINT OF BEGINNING,
COUNTY OF BOULDER,
STATE OF COLORADO.

LEGAL DESCRIPTION – AS SURVEYED

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 8, T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 8, WHENCE THE SOUTHEAST CORNER OF THE NE1/4 OF THE SE1/4 OF SAID SECTION 8 BEARS S00°32'00"W, THENCE S16°33'41"W, 811.38 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION AS RECORDED AT RECEPTION NO. 2870301 IN THE BOULDER COUNTY RECORDS AND THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 1738587 IN THE BOULDER COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE S15°02'53"E, 112.73 FEET ALONG SAID WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 1738587 TO THE NORTHERLY LINE OF PINE STREET;
THENCE S76°25'00"W, 67.80 FEET ALONG SAID NORTHERLY LINE OF PINE STREET;
THENCE N14°17'34"W, 151.57 FEET TO SAID SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION;
THENCE S71°38'54"E, 57.93 FEET ALONG SAID SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION;
THENCE S78°35'54"E, 19.45 FEET ALONG SAID SOUTHERLY LINE OF SPRUCE STREET APARTMENT SUBDIVISION TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.2015 ACRES

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELDERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338

SURVEYOR: MATHEW E. SELDERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, COLORADO 80301
(303) 442-4338

CERTIFIED TO: AMBER MAES AND ERIC MAES
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,4,8 AND 16(A) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 12, 2016.

DATE OF PLAT OR MAP: 1/13/16

COLORADO LICENSED MATHEW E. SELDERS 27275 1-12-16 PROFESSIONAL LAND SURVEYOR

MATHEW E. SELDERS
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 27275

ALTA/ACSM LAND TITLE SURVEY OF A TRACT OF LAND, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 8, T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.
FOR: AMBER MAES AND ERIC MAES

IN ACCORDANCE WITH CRS 13-80-105;
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER 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.

Drexel, Barrell & Co. Engineers/Surveyors
1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338
COLORADO SPRINGS, COLORADO (719) 260-0887
GRAND JUNCTION, COLORADO (970) 257-1350
STEAMBOAT SPRINGS, COLORADO (970) 879-1523

Revisions – Date	Date	Drawn By	Job No.
	10/16/15	JRF	3598-4
12-14-15	Scale	Checked By	Drawing No.
1-13-16	1" = 10'	MES	B88-03

SUBJECT: **AWARD BID FOR 2016 SANITARY SEWER MAIN REPLACEMENT**

DATE: **AUGUST 2, 2016**

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

SUMMARY:

Staff recommends City Council award the 2016 Sanitary Sewer Main Replacement to Colorado Civil Infrastructure per their Base Bid of $188,780.00, authorize staff to execute change orders up to $18,878.00 for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

On July 21, 2016 bids were received and opened by staff for the 2016 Sanitary Sewer Main Replacement. The bids received are listed below:

Contractor	Base Bid	Alt 1	Alt 2
Colorado Civil Infrastructure	**$188,780.00**	**$133,030.00**	**$127,845.00**
Northern Colorado Constructors	$202,342.00	$149,977.00	$130,176.00
T. Lowell	$210,000.00	$165,000.00	$140,000.00
Diaz Construction	$224,210.00	$160,410.00	$139,732.00

This year's sanitary sewer replacement base bid includes work in the alley west of Main St. between Caledonia St. and Lafayette St. and the alley west of Jefferson Ave. between Lafayette St. and Griffith St. Staff recommends award of the base bid to Colorado Civil Infrastructure. Staff does not recommend approval of Bid Alternate 1 or 2 due to insufficient funds. Bid Alternate 1 will be incorporated into a future replacement year that is yet to be determined. Bid Alternate 2 will be incorporated into the 2017 sewer replacement project.

FISCAL IMPACT:
The breakdown of estimated project costs that includes construction, soft costs such as engineering and material testing and contingency are listed below:

052-498-55830-08 (502471-669004) Sewer Line Replacement

Budget	$	315,000.00
Engineering, Survey, Materials Testing,	$	(32,760.00)
Sanitary Sewer Relining Project	$	(23,960.00)
Contract	$	(188,780.00)
Contingency (10%)	$	(18,878.00)

Remaining Budget	$	50,622.00

RECOMMENDATION:
Staff recommends City Council award the 2016 Sanitary Sewer Main Replacement to Colorado Civil Infrastructure per their Base Bid of $188,780.00, authorize staff to execute change orders up to $18,878.00 for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Agreement
2. Map of locations

2016 SANITARY SEWER REPLACEMENT PROJECT

City of Louisville

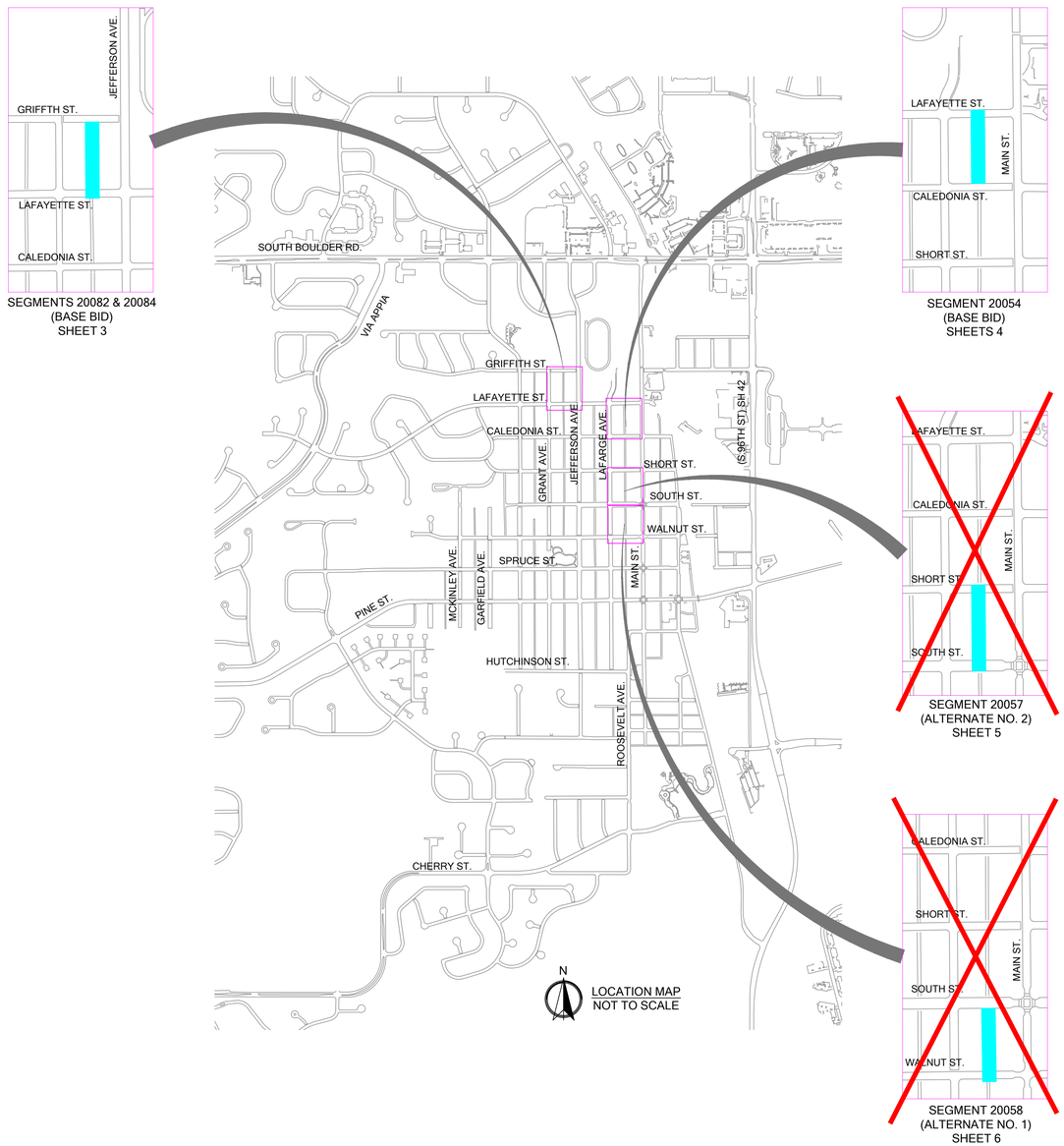
DEPARTMENT OF PUBLIC WORKS / ENGINEERING

749 MAIN STREET

LOUISVILLE, CO 80027

P 303.335.4608 / F 303.335.4550

www.louisvilleco.gov



City of Louisville
COLORADO - SINCE 1878

DESIGN BY: AF	
DRAWN BY: AF	
CHECKED BY: CD MW	
APPROVED BY: CD MW	
ISSUE DATE: 7/6/2016	
REVISIONS:	

2016 SANITARY SEWER REPLACEMENT PROJECT

SHEET 1 OF 1

AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of August in the year 2016 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

COLORADO CIVIL INFRASTRUCTURE INC.
(hereinafter called CONTRACTOR)

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

ARTICLE 1. WORK

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

PROJECT: 2016 SANITARY SEWER MAIN REPLACEMENT PROJECT
PROJECT NUMBER: 052-498-55830-08 (502471-669004)

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by September 12, 2016 and within **20 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **40 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **EIGHT HUNDRED DOLLARS ($800)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of one hundred eighty-eight thousand seven hundred eighty and 00/100 dollars ($188,780.00) as set forth in the Bid Form of the CONTRACTOR dated July 21, 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 final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

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

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract

Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

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

ARTICLE 6. CONTRACT DOCUMENTS

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

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **2016 Sanitary Sewer Main Replacement Project.**

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.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado 80027

Attention: City Engineer

CONTRACTOR: Colorado Civil Infrastructure

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

1257 S. Huron St.
Denver, CO 80223

Attention: _____

SUBJECT: **RELAY FOR LIFE PROCLAMATION**

DATE: **AUGUST 2, 2016**

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

SUMMARY:
The American Cancer Society will hold its annual Relay for Life of East Boulder County on August 6 at Waneka Lake in Lafayette. Angie Layton, Event Chair of the Relay for Life of East Boulder County, and Lynn Wooton of the American Cancer Society will be at the meeting to accept the proclamation.

FISCAL IMPACT:
None.

RECOMMENDATION:
Proclaim July 31 through August 6, 2016 as Relay for Life Week.

ATTACHMENT(S):
1. Proclamation

PROCLAMATION
RELAY FOR LIFE WEEK
JULY 31 – AUGUST 6, 2016

WHEREAS, the Relay For Life is the signature activity of the American Cancer Society; and

WHEREAS, the Relay For Life celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of East Boulder County supports the American Cancer Society's mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

WHEREAS, Relay For Life helped fund more than $130 million in cancer research last year; and

WHEREAS, the 2016 Relay for Life of East Boulder County will be held at Waneka Lake on Saturday, August 6; and

NOW, THEREFORE, BE IT RESOLVED, that I, Bob Muckle, Mayor of the City of Louisville, do hereby proclaim July 31 – August 6, 2016 as RELAY FOR LIFE WEEK in Louisville and encourage residents to Paint the Town Purple in support of the Relay for Life of East Boulder County.

DATED this 2nd day of August, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: **SUBMISSION OF TABOR BALLOT ISSUES TO THE LOUISVILLE VOTERS FOR A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016**

1. **ORDINANCE NO. 1723, SERIES 2016 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION – 2ND Reading – PUBLIC HEARING- ADVERTISED *DAILY CAMERA 07/24/16***

2. **ORDINANCE NO. 1724, SERIES 2016 - AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016 – 2ND Reading – PUBLIC HEARING- ADVERTISED *DAILY CAMERA 07/24/16***

DATE: **AUGUST 2, 2016**

PRESENTED BY: **MALCOLM FLEMING, CITY MANAGER**
HEATHER BALSER, DEPUTY CITY MANAGER
KEVIN WATSON, FINANCE DIRECTOR
JOE STEVENS, PARKS AND RECREATION DIRECTOR

CHANGES FROM JULY 19, 2016/1ST READING
Ordinance No. 1724 has been changed to reflect Council's action at the July 19, 2016 City Council meeting removing maintenance and operation of "other recreation facilities" as an authorized use.

SUMMARY:
Ordinance No. 1723, Series 2016, submits to the voters of the City of Louisville a TABOR ballot issue regarding an increase in City debt and property taxes to construct, expand, and renovate the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park.

The proposed debt amount for the new expanded and renovated Recreation/Senior Center and improvements to Memory Square Park is based on construction cost of $28.3 million and an additional $300,000 for financing/issuance costs for a total of $28.6 million. A summary of those costs, consistent with the previous presentation from the Task Force is as follows:

Site construction	$2,733,892
New Additions	$20,520,773
Existing Area Renovation	$3,266,438
Memory Square Improvements	$1,385,395
Project Management	$392,905
Subtotal of Construction Costs	**$28,299,403**
Bond Issuance Costs	$300,000
Project Total Cost	**$28,599,403**

More detail on the specifics for project costs are attached for reference.

Based on a bond issue of $28.6 Million, the property tax rate to pay the debt service is estimated at 3.35 mills. This assumes a relatively flat growth rate in assessed valuation. The 3.35 mill levy also assumes an interest rate on the bonds of 4.138% and a 25-year term. The total amount of debt service payments, including both principal and interest, over the 25 years will be approximately $45,400,000. Using current assessment ratios, this increase in 3.35 mills equates to an annual increase in property taxes of approximately $107 on a $400,000 house or $133 on a $500,000 house.

Ordinance No. 1724, Series 2016, imposes an additional 0.15 percent sales and use tax beginning January 1, 2018 to be used for operating and maintaining the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park. This ordinance sets the ballot title and submits the proposed 0.15 percent tax to the voters.

Staff estimates that a 0.15 percent sales and use tax will generate approximately $575,000 in sales and use tax revenue. A detailed projection on how the $575,000 was determined is included in the City Council packet. An increase in sales tax of 0.15 equates to an additional 15 cents on every $100 spent. This $575,000 annually is to cover the additional operations and maintenance necessary for the expanded and renovated facilities. This would be ongoing beyond the 25-year debt financing to construct the new and expanded facilities. The tax would begin collection in January of

2018 when the new facility would be under construction, and the ballot title states that the additional tax would be imposed only if the financing for the construction is approved. The debt question does not include language stating that the project will not proceed if the operations and maintenance tax does not pass. However, given budget impacts, in order for the expanded and renovated facilities to be constructed, both the debt question and the sales and use tax increase for maintenance and operations would need to be approved by the voters.

This is staff's best estimate on the 2018 sales and use tax rate necessary to collect $575,000 annually. Under TABOR (and regardless of the City's deBrucing), should the amount collected exceed the $575,000 stated estimate in the first year only, the City would need to refund the excess revenue unless additional voter approval were given to retain the excess.

FISCAL IMPACT:
In order to finance $28.6 million in construction for an expanded and renovated Louisville Recreation/Senior Center and pool facilities at Memory Square Park, a TABOR ballot question proposing a borrowing for that principal amount, and an accompanying property tax increase of 3.35 mills will be submitted to Louisville voters on November 8, 2016. Additionally, a question proposing 0.15 percent increase in the sales tax rate will be submitted to the Louisville voters on November 8, 2016 to pay for the additional operations and maintenance necessary for the expanded and renovated facilities.

RECOMMENDATION:
Hold the public hearing on Ordinance No. 1723, Series 2016 and Ordinance No. 1724, Series 2016 and approve both on 2nd and final reading.

ATTACHMENT(S):
1. Ordinance No.1723, Series 2016
2. Ordinance No.1724, Series 2016
3. Construction Cost Detail
4. O&M Cost Detail, Study and Proforma
5. Public Comments

ORDINANCE NO. 1723
SERIES 2016

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION

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

WHEREAS, the members of the City Council of the City (the "City Council") have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer's Bill of Rights ("TABOR") requires voter approval for any new tax, any increase in any tax rate, the creation of any debt, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to Article 12 and Section 4-8 of the City Charter, the City may authorize the issuance of bonds, the imposition of new taxes and the increase of a tax rate by ordinance and upon approval of the registered electors of the City; and

WHEREAS, the City Council is of the opinion that the City should issue bonds and increase the City's property tax mill levy for the payment of such bonds, as further stated in this ordinance; and

WHEREAS, TABOR requires that the City submit ballot issues, as defined in TABOR, to the City's registered electors on specified election days before action can be taken on such ballot issues; and

WHEREAS, the City Council has adopted a resolution calling a special election for November 8, 2016 and the City will hold a special election on such date; and

WHEREAS, November 8, 2016, is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the City pursuant to TABOR; and

WHEREAS, the Boulder County Clerk and Recorder will conduct the election on November 8, 2016 as a coordinated election pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, the City Council finds it is in the best interest of the City to refer a TABOR ballot issue to a vote of the registered electors of the City at the November 8, 2016, special election pursuant to Article X, Section 20 of the Colorado Constitution.

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

Section 1. Pursuant to applicable provisions of the laws of the State of Colorado and the City of Louisville Home Rule Charter, the City Council hereby submits to the registered electors of the City at the City of Louisville special election to be held on November 8, 2016 (the "election"), the ballot issue specified in Section 2 of this ordinance.

Section 2. The following ballot issue, certified in substantially the form set forth below, is hereby referred to the registered electors of the City and shall appear on the ballot of the election to be held on November 8, 2016:

> SHALL CITY OF LOUISVILLE DEBT BE INCREASED $28,600,000, WITH A REPAYMENT COST OF UP TO $45,400,000; AND SHALL CITY OF LOUISVILLE TAXES BE INCREASED UP TO $1,820,000 ANNUALLY, OR BY SUCH LESSER AMOUNT AS MAY BE NECESSARY TO PAY SUCH DEBT FROM AN ADDITIONAL AD VALOREM PROPERTY TAX MILL LEVY NOT TO EXCEED 3.350 MILLS TO BE IMPOSED FOR A PERIOD NOT TO EXCEED TWENTY FIVE YEARS; SUCH DEBT AND TAXES TO BE FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, TO INCLUDE ALL NECESSARY LAND, EQUIPMENT, FURNISHINGS, IMPROVEMENTS AND INCIDENTALS FOR SUCH FACILITIES; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF BONDS OR BONDS ISSUED TO REFUND SUCH BONDS; SUCH BONDS TO BE SOLD IN ONE SERIES OR MORE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE MAXIMUM AUTHORIZED PRINCIPAL AMOUNT AND REPAYMENT COSTS, ON TERMS AND CONDITIONS AS THE CITY COUNCIL MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE BONDS PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND TAXES, AND ANY INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?
>
> YES ____
> NO ____

Section 3. If a majority of the votes cast on the question authorize the issuance of bonds and levy of an ad valorem property tax as described in the question set forth in Section 2 above, the City intends to issue such bonds in the approximate aggregate principal amount of $28,600,000 to pay the costs of the project described in the election question (the "Project"), including the reimbursement of certain costs incurred by the City prior to the execution and delivery of such bonds, upon terms acceptable to the City, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees and agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the ordinance. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h). This ordinance is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 4. The City Council may submit additional ballot issues or other measures to appear on the ballot of the election by the adoption of appropriate resolutions or ordinances as required by law.

Section 5. The election shall be conducted as a part of a coordinated election. Pursuant to C.R.S. Section 31-10-102.7, the City will utilize the requirements and procedures of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., as amended, in lieu of the Colorado Municipal Code of 1965, article 10 of title 31, C.R.S., as amended. The City Clerk is hereby appointed as the designated election official of the City for purposes of performing acts required or permitted by law in connection with the election.

Section 6. Because the election will be held as part of the coordinated election, the City Council hereby determines that the Boulder County Clerk and Recorder shall conduct the election on behalf of the City, to the extent and as provided in the Uniform Election Code, as amended. The officers of the City are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116 and/or Article 7.5, Title 1, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the election is hereby ratified, approved and confirmed.

Section 7. Notice of the election shall be given in the manner prescribed by Article X, Section 20 of the Colorado Constitution, the Uniform Election Code and other applicable laws.

Section 8. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance and the conduct of the November 8, 2016 election.

Section 9. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the City, directed towards the election and the objects and purposes herein stated, are hereby ratified, approved and confirmed.

Section 10. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 11. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

APPROVED AS TO FORM:

_____
Light Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

ORDINANCE NO. 1724
SERIES 2016

AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER AND POOL FACILITIES AT MEMORY SQUARE PARK, AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016.

Section 1. The following ordinance of the City of Louisville, Colorado, is hereby adopted to read:

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

WHEREAS, the members of the City Council of the City (the "City Council") have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer's Bill of Rights ("TABOR") requires voter approval for any new tax, any increase in any tax rate, the creation of any debt, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to Article 12 and Section 4-8 of the City Charter, the City may authorize the issuance of bonds, the imposition of new taxes and the increase of a tax rate by ordinance and upon approval of the registered electors of the City; and

WHEREAS, pursuant to resolution adopted by the City Council, the City will hold a special election on November 8, 2016, as a coordinated election pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, TABOR requires that the City submit ballot issues, as defined in TABOR, to the City's registered electors on specified election days before action can be taken on such ballot issues; and

WHEREAS, November 8, 2016, is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the City pursuant to TABOR; and

WHEREAS, pursuant to Ordinance No. 1723, Series 2016, the City Council referred to the voters a TABOR ballot issue for the purpose of constructing, expanding and renovating the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park; and

WHEREAS, the City Council is of the opinion that it should refer to the voters at the November 8, 2016 election a TABOR ballot issue concerning the imposition of an additional sales and use tax to begin January 1, 2018, and to be imposed only if the TABOR ballot issue referred by Ordinance No. 1723, Series 2016 is approved by the voters, with the net proceeds of the additional sales and use tax to be used for operating and maintaining the Louisville Recreation/Senior Center and pool facilities at Memory Square Park, as further stated in this ordinance.

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

A. Subsection A of Section 3.20.200 of the Louisville Municipal Code, regarding the sales tax levy, is hereby amended to read as follows (words added are <u>underlined</u>; words deleted are ~~stricken through~~):

Sec. 3.20.200. Levy of tax; rate.

A. There is hereby levied, and there shall be collected and paid, a sales tax equal to <u>3.15</u> ~~three~~ percent of the purchase price of tangible personal property at retail or the furnishing of services, except that (1) for the ten-year period beginning on January 1, 2014, there is hereby levied, and there shall be collected and paid, an additional sales tax of three-eighths of one percent of the purchase price of tangible personal property at retail or the furnishing of services, as authorized at the November 6, 2012 election, and (2) for the ten-year period beginning on January 1, 2009, there is hereby levied, and there shall be collected and paid, an additional sales tax of one-eighth of one percent of the purchase price of tangible personal property at retail or the furnishing of services, as authorized at the November 4, 2008 election.

B. Section 3.20.300 of the Louisville Municipal Code, regarding the use tax levy, is hereby amended to read as follows (words added are <u>underlined</u>; words deleted are ~~stricken through~~):

Sec. 3.20.300. Levy of tax; rate.

There is hereby levied, and there shall be collected and paid, a tax upon the privilege of using, storing, distributing, or otherwise consuming in the city any article of tangible personal property or services purchased, leased or rented from sources outside the city, on which a sales tax has not been paid and as specified in section 3.20.305 and upon rental of storage space within the city. The amount of

the tax shall be 3.65 ~~3.5~~ percent of the purchase price thereof.

C. Section 3.20.600 of the Louisville Municipal Code is hereby amended by the addition of a new Subsection E to read as follows:

Sec. 3.20.600. Sales tax—Capital improvement fund - use of specified revenues.

E. Revenues from the 0.15 percent rate of sales tax approved at the November 8, 2016 election shall be deposited in the General Fund and used for operating and maintaining the Louisville Recreation/Senior Center and pool facilities at Memory Square Park.

D. Section 3.20.610 of the Louisville Municipal Code is hereby amended by the addition of a new Subsection C to read as follows (words added are underlined; words deleted are stricken through):

Sec. 3.20.610. – Use tax—Use of specified revenues.

A. Revenues from a three-eighth percent rate of use tax shall be used exclusively for the acquisition of land in and around the city for open space buffer zones, trails, wildlife habitats, wetlands preservation and future parks; and for the development, construction, operation and maintenance of such open space zones, trails, wildlife habitats, wetlands and parks.

B. Revenues from a one-eighth percent rate of use tax shall be deposited into the historic preservation fund and the net proceeds of such one-eighth percent use tax shall be collected, retained and spent exclusively for the historic preservation purposes within historic Old Town Louisville as provided in subsection 3.20.605.B of this chapter.

C. Revenues from the 0.15 percent rate of use tax approved at the November 8, 2016 election shall be deposited in the General Fund and used for operating and maintaining the Louisville Recreation/Senior Center and pool facilities at Memory Square Park.

D~~C~~. Except as herein provided, all revenues from the use tax shall be deposited in such fund or funds as the city council shall designate.

E~~D~~. Except for those revenues subject to subsections A, ~~and~~ B and C of this section, the city council shall have the authority by resolution to waive or reduce the amount of use tax otherwise due and payable to the city pursuant to section 3.20.300 and to enter into agreements for the sharing or crediting of revenues from the tax imposed by said section 3.20.300, if city council determines

that such waiver, reduction, sharing or credit is in furtherance of a public purpose and the best interests of the city.

Section 2. City sales and use tax revenues are estimated to increase by up to $575,000 in 2018 (the first full year in which the sales and use tax provided for in this ordinance is in effect). However, the revenues from said sales and use tax may be collected and spent, regardless of whether said revenues, in any year after the first full year in which said sales and use tax is in effect, exceed the estimated dollar amount stated above, and without any other limitation or condition, and without limiting the collection or spending of any other revenues or funds by the City of Louisville, under Article X, Section 20 of the Colorado Constitution or any other law.

Section 3. This ordinance shall not take effect unless and until a majority of the registered voters voting at the special election on November 8, 2016 vote "yes" in response to the following ballot title:

> SHALL CITY OF LOUISVILLE TAXES BE INCREASED $575,000 IN 2018 AND THEN ANNUALLY BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED THEREAFTER FROM THE LEVY OF AN ADDITIONAL SALES AND USE TAX OF 0.15 PERCENT BEGINNING JANUARY 1, 2018 AND CONTINUING THEREAFTER; WITH SUCH TAX TO BE IMPOSED ONLY IF REFERRED MEASURE 2___, REFERRED TO REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016, ELECTION, IS APPROVED BY A MAJORITY OF SUCH ELECTORS; WITH THE NET PROCEEDS OF SUCH SALES AND USE TAX TO BE COLLECTED, RETAINED AND SPENT FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER AND POOL FACILITIES AT MEMORY SQUARE PARK; AND SHALL THE CITY BE PERMITTED TO COLLECT, RETAIN AND EXPEND ALL REVENUES DERIVED FROM SUCH SALES AND USE TAX AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?
>
> YES ____
> NO ____

Section 4. The provisions of this ordinance shall take effect, following passage and approval thereof as provided in Section 3, on January 1, 2018.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council and the registered voters of the City hereby declare that they would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. 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 portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

APPROVED AS TO FORM:

_____
Light Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

***Concept Drwgs - June 15, 2016**

CONCEPTUAL CONSTRUCTION COST ESTIMATE **COST ESTIMATE SUMMARY**

DESCRIPTION	Site Improvements Pages 1 - 4	$/GSF	New Additions Pages 1 - 23	$/GSF	Remodel of Existing Pages 1 - 13	$/GSF	COMBINED TOTAL
DIRECT COSTS							
Division 01 - General Requirements	$51,800	$0.14	$133,628	$3.00	$72,164	$1.48	$257,592
Division 02 - Existing Conditions	$0		$169,208	$3.80	$136,917	$2.81	306,125
Division 03 - Concrete & Poured Gypsum	103,710	$0.29	$1,044,694	$23.46	$27,911	$0.57	1,176,316
Division 04 - Masonry	-	$0.00	$2,067,877	$46.44	233,824	$4.80	2,301,700
Division 05 - Metals	$20,000	$0.06	$1,830,271	$41.10	211,925	$4.35	2,062,195
Division 06 - Wood, Plastics & Composites	-	$0.00	$237,740	$5.34	49,311	$1.01	287,051
Division 07 - Thermal & Moisture Protection	10,000	$0.03	$780,059	$17.52	64,819	$1.33	854,878
Division 08 - Openings	-	$0.00	$423,920	$9.52	44,355	$0.91	468,275
Division 09 - Finishes	-	$0.00	$730,025	$16.40	360,117	$7.38	1,090,142
Division 10 - Specialties	3,000	$0.01	$76,445	$1.72	$60,570	$1.24	140,015
Division 11 - Equipment	200,000	$0.56	$120,056	$2.70	$0	$0.00	320,056
Division 12 - Furnishings	-	$0.00	$10,823	$0.24	-	$0.00	10,823
Division 13 - Special Construction	-	$0.00	$3,080,720	$69.19	$50,000	$1.03	3,130,720
Division 21 - Fire Suppression	-	$0.00	$168,304	$3.78	41,906	$0.86	210,210
Division 22 - Plumbing	-	$0.00	$339,598	$7.63	$80,714	$1.66	420,312
Division 23 - HVAC	-	$0.00	$1,180,249	$26.51	$254,117	$5.21	1,434,366
Division 26 - Electrical	53,000	$0.15	$529,364	$11.89	174,322	$3.57	756,686
Division 27 - Tele / Data Systems	-	$0.00	$120,922	$2.72	$65,831	$1.35	186,754
Division 28 - Electronic & Safety Systems	-	$0.00	$213,730	$4.80	$73,146	$1.50	286,876
Division 31 - Earthwork	423,313	$1.18	$334,465	$7.51	$5,000	$0.10	762,777
Division 32 - Exterior Improvements	1,231,200	$3.42	$778,715	$17.49	-	$0.00	2,009,915
Division 33 - Utilities	145,100	$0.40	-	$0.00	-	$0.00	145,100
Subtotal - Direct Costs	**$2,241,123**	**$6.23**	**$14,370,812**	**$322.74**	**$2,006,949**	**$41.16**	**$18,618,883**
INDIRECT COSTS							
- Estimated General Conditions	**$155,191**	**$0.43**	**$995,132**	**$22.35**	**$138,975**	**$2.85**	**$1,289,298**
- City, County & State Taxes	Exempt	-	Exempt	-	Exempt	-	Exempt
- Building Permit & Plan Check Fee	By Owner	-	By Owner	-	By Owner	-	By Owner
- Builders Risk Insurance (0.2%)	5,603	$0.02	35,927	-	5,017	-	46,547
- Umbrella & General Liability Insurance (1.0%)	28,014	$0.08	179,635	-	25,087	-	232,736
- Furniture, Fixtures & Equipment (FF&E)	By Owner	-	By Owner	-	By Owner	-	By Owner
- Performance & Payment Bond - (0.75%)	21,011	$0.06	134,726	65.40	18,815	**$0.39**	174,552
Subtotal	**$209,818**	**$0.58**	**$1,345,421**	**$87.75**	**$187,894**	**$3.24**	**$1,743,133**
TOTAL DIRECT & INDIRECT COSTS	**$2,450,940**	**$6.81**	**$15,716,233**	**$352.96**	**$2,194,843**	**$45.01**	**$20,362,016**
- Design / Construction Contingency (incl in soft costs)	**$0**	**$0.00**	**$0**	**$0.00**	**$0**	**$0.00**	**$0**
Subtotal	**$2,450,940**	**$6.81**	**$15,716,233**	**$352.96**	**$2,194,843**	**$45.01**	**$20,362,016**
- GC Overhead & Profit - 4.00%	**$98,038**	**$0.27**	**$628,649**	**$14.12**	**$87,794**	**$1.80**	**$814,481**
- Preconstruction Services Fee - 0.25%	**$6,127**	**$0.02**	**$39,291**	**$0.88**	**$5,487**	**$0.11**	**$50,905**
TOTAL ESTIMATED CONSTRUCTION COST	**$2,555,105**	**$7.10**	**$16,384,172**	**$367.96**	**$2,288,124**	**$46.92**	**$21,227,402**
Areas of Construction	**360,000**	**SF**	**44,527**	**SF**	**48,764**	**SF**	**$227.54**

*Concept Drwgs - June 15, 2016

CONCEPTUAL CONSTRUCTION COST ESTIMATE

COST ESTIMATE SUMMARY

DESCRIPTION	Site Improvements Pages 1 - 4	$/GSF	New Additions Pages 1 - 23	$/GSF	Remodel of Existing Pages 1 - 13	$/GSF	COMBINED TOTAL
Subtotal Direct Construction	$2,555,105		$16,384,172		$2,288,124		$21,227,402
Reduction for not rebuilding Memory Square Clubhouse							
Remove Running track reconstruction					(600,000)		
Reduce Fitness Addition to 9000sf			(364,800)				
Reduce Pool Natatorium by 1000sf			(418,800)				
Reduce Pool design			(400,000)				
Reduce Site Construction	(530,000.00)						
Add for existing building finish upgrades ($15/sf)					731,460		
Total Direct Construction After Modifications	$2,025,105		$15,200,572		$2,419,584		
Add for Project Management (2.5%)							$392,905
Multiplier for Soft Costs (35%) incl 20% contingency	$2,733,892		$20,520,773		$3,266,438		$26,521,103
Total Cost of Recreation & Senior Center Improevements	$2,733,892		$20,520,773		$3,266,438		$26,914,008
Total Cost of Memory Square Improvements							$1,385,395
Total Project Cost	**$2,733,892**		**$20,520,773**		**$3,266,438**		**$28,299,403**

EXCLUSIONS

- Architect & Engineering or Other Consultant Fees
- Testing / Asbestos or Hazardous Materials Mitigation
- Field Inspections and Quality Control Testing
- Permits, Fees, and Approvals
- Off-Site Improvements or Main Extensions
- Water, Sewer, and Storm Tap and Development Fees
- Electrical, Natural Gas, and Telephone, Cable TV, and Fiber Optic Services to the Building
- Remodeling of Rooms Labeled "Existing"
- Furring of Existing Walls in Unremodeled Rooms
- Reroofing of the Existing Structure
- Repair or Upgrades of Existing MEP Systems
- Relocation and Reinstallation of Existing Furniture
- Furniture, Fixtures & Equipment (FF&E)
- Owner Contingency

ASSUMPTIONS

- The duration of construction will vary depending upon the phasing required by Owner operations. The General Conditions in this estimate are based on an assumed 14 month construction duration for the entire project, including asbestos (if any) abatement that may be required.
- Due to the nature of the work required, it will be necessary to close the existing indoor pool for several months while the new pool addition and Family Change locker rooms are constructed. Other areas in the existing facility will need to be closed for a few weeks when each area is renovated.
- It will be necessary to close several exterior exit doors during construction. This estimate assumes the east exit of the corridor between the multi-pupose rooms, and the two east exit doors of the gymnasium can all be closed simultaneously. A temporary exit corridor through the construction area is included for the doors in the existing south wall by the gymnasium.
- All new roof structures are assumed to be flat with no new mansards, etc.
- Aquatics Construction Pricing Provided by the Pool Designer.
- See the body of the estimate for assumptions / inclusions / exclusions
- Items marked by "Allowance" were non-quantifiable
- Due to the level of design, this SD Estimate has an accuracy range of approximately +/-10%

CITY OF LOUISVILLE, COLORADO

Recreation / Senior Center Expansion Feasibility Study Operational Analysis

Final Report

JULY 12, 2016

GREENPLAY LLC
The Leading Edge In Parks, Recreation And Open Space Consulting

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I. Introduction

A. Study Purpose

The City of Louisville has undertaken a study to consider and examine the feasibility of expanding the existing Recreation/ Senior Center built in 1990. The current facility has accommodated growth fairly well, however spaces have become over utilized for some particular activities, such as fitness programming, and further demand has grown for other activities, such as aquatics. As such, the purpose of this study is to:

- Collect and analyze demographic data as it relates to the demand for expanded recreation facilities.
- Complete an analysis of local and area market conditions impacting both public and private recreation and leisure facilities.
- Collect, update, and analyze data relating to citizen and community needs and preferences.
- Assess what amenities and programming would be most logical to provide in expanded recreation facilities.
- Outline additional operations associated with facility expansion.
- Develop a preliminary report outlining available opportunities for alternative funding including community resources, ballot issues, grants and gifts, and public/private partnerships.

This integrates with the department's Mission:

> The City of Louisville Division of Recreation and Senior Services oversees the programs and operations of the Recreation & Senior Center. The Mission is to provide recreational activities and leisure services that contribute to the physical, mental, and social well-being of the citizens.

B. Current Amenities

The current facility is 57,400 square feet and includes the following amenities within the building:

- 6 lane, 25 meter pool with diving well
- 160 foot water slide with adventure splash down pool
- Solarium and sun deck
- Sauna
- Hot tub
- Steam room
- Two free-weight rooms
- Gymnasium
- Racquetball and Walleyball courts
- Senior Center
- Indoor track (1/10 mile)
- Locker rooms
- Kid's Corner babysitting
- Fitness studio
- Multi-purpose rooms

The initial phase of this study began in late 2015 with a kick off meeting in November including staff and members of the Task Force. Engaging the public included two open houses; a summary of those open houses follows.

II. Community Engagement

The first open house was held on December 2, 2015 at the Louisville Recreation & Senior Center with a focus on aquatic needs/programming. Approximately 65 people attended. The second open house was held on December 9, 2015 and was attended by approximately 128 people. General results from the community input included:

Outdoor Aquatic Facilities

- General updates and renovation
- Outdoor pool
  - Olympic size
  - Heated water
  - More lap lanes
  - Extended hours
  - Diving boards and slides
- Family area with shaded areas
- Kiddie Pool with area for lessons
- Hot tub
- Outdoor workout space

Additional Gymnasium / Indoor Space

- Separate room for stationary bikes / spin classes
- Work out area on first floor
- Better sound mitigation
- Indoor track for competitive use
- Designated stretching area
- Indoor archery
- More tennis, racquetball and pickleball courts

Additional Weight Room & Cardio Fitness Space

- More classroom spaces
  - Separate room for stationary bikes / spinning (most requested)
  - Aerobics / Dance / Zumba
  - Yoga / Tai Chi / Barre (quiet and w/ dimmable lights)
- Weight room
  - More space
  - More free weights and hand weights
  - Need space for a second weight rack
  - More squat racks
- Cardio / Fitness
  - More functional space
  - More equipment/machines for peak hours, especially treadmills
  - Add step master, rowing machines, punching bags

Senior Center Additions and Improvements

- Keep senior center at rec center
- Separate locker rooms and bathrooms for seniors only
- Larger lounge / gathering space
- More "Seniors Only" spaces to accommodate:
  - Tai Chi, yoga, Zumba
  - Drop-in practice
  - Silver Sneakers
  - Need at least 2 more rooms for year-round use
- Enlarge and update kitchen / cafeteria
- Larger library with more computers
- More space for pool tables, snooker tables and bridge
- Upgrade furniture, finishes
- More senior day trips

B. Random Statistical Survey

RCC conducted a survey of Louisville residents. The results of this survey are in a separate document and were used to inform the assumptions in this analysis.

III. Needs Assessment

A. Demographic Profile and Trends

Demographic Analysis
Understanding community demographics and needs is an important component of master planning for Louisville Recreation & Senior Center expansion. Summary demographics for Louisville are shown in **Table 1**. The population data used in this demographic profile comes from Esri Business Information Solutions, based on the 2000 and 2010 U.S. Census data.

Table 1: Summary Demographics for Louisville – 2015

Summary Demographics	
Population	19,662
Number of Households	8,156
Avg. Household Size	2.4
Median Age	42
Median Household Income	$88,418

The gender distribution in 2015 is 49% male to 51% female. The median age estimated for Louisville by Esri in 2015 was 42. When broken down by race/ethnicity by the U.S. Census in 2010, the median age for the Asian population was 36.9, Caucasian population—41.9, African American population—32.8, and Hispanic population—28.9.

Population Projections
Although future population growth cannot be predicted with certainty, it is helpful to make growth projections for planning purposes. ***Table 2*** contains actual population figures based on the 2000 and

2010 U.S. Census for Louisville, as well as a population estimate for 2015 and projection for 2020. The city's annual growth rate from 2000 through 2010 was -0.44%. Esri's projected growth rate for 2015 through 2020 is 1.23% for Louisville, compared to the projected 2015 – 2020 annual growth rate for the state of Colorado at 1.29%. As a land locked community, growth will not be experienced through annexation and subdivision expansion, but rather infill, which is limited.

Table 2: Louisville Population Projections and Growth, 2000—2020

US Census (2000 and 2010) and Esri Projections	
2000 Population	19,203
2010 Population	18,376
2015 Estimated	19,662
2020 Projected	20,901

Source: 2010 U.S. Census; 2015 estimates and 2020 forecast provided by Esri Business Information Solutions.

Population Age Distribution

The age demographics have undergone a number of changes in Louisville from 2010 to 2015 with these trends predicted to continue through 2020. The percentage of Louisville residents in the 65-74 age cohort is expected to increase from 2010 to 2020 by 5.9%, making up 11% of the total population. The only other age cohorts expected to increase in population by 2020 is the 25-34 group (by 0.7% from 2010) and the 75-84 age group (by 0.6% from 2010). All other age cohorts are expected to decrease in numbers, the most significant change occurring in the 45-54 age range, who made up 19.7% of the population in 2010, down 4.5% in 2020. Although age shifts are projected to be slight, the facility design upon which these operations and maintenance figures are based, is considered to be flexible in regard to demographic shifts and resultant changing needs in the future.

B. Relevant Trends

Demographic Trends Influencing Recreation Programming

a. Boomer Basics

Baby boomers are defined as individuals born between 1946 and 1964, as stated in "Leisure Programming for Baby Boomers."[1] They are a generation that consists of nearly 76 million Americans. As baby boomers enter retirement, they will be looking for opportunities in fitness, sports, outdoors, arts and cultural events, and other activities that suit their lifestyles. Emilyn Sheffield, Professor of Recreation and Parks Management at the California State University, at Chico, in the NPRA July 2012 *Parks and Recreation* magazine article titled "Five Trends Shaping Tomorrow Today," indicated that Baby Boomers are driving the aging of America, with boomers and seniors over 65 composing about 39% of the nation's population[2].

b. The Millennial Generation

Over 80 million people between the ages of 15 and 35 now belong to the Millennial Generation, the largest of any generation group. [3] This group is highly diverse, with 42% of American Millennials

[1] Linda Cochran, Anne Roshschadl, and Jodi Rudick, "Leisure Programming For Baby Boomers," *Human Kinetics*, 2009.
[2] Emilyn Sheffield, "Five Trends Shaping Tomorrow Today," *Parks and Recreation*, July 2012, p. 16-17.
[3] The Colorado College State of the Rockies Project. MILLENNIALS IN THE WEST. A Survey of the Attitudes of Voters in Six Western States, 2015.

identifying as a race or ethnicity other than "non-Hispanic white," as opposed to the 28% of Baby Boomers that identify as Non-Caucasian[4].

Growing up between the late 1980s and 1990s, Millennials were surrounded by rapidly changing technology. Eighty-one percent of Millennials now participate on social networking sites, utilizing these sites to meet new friends, find communities of similar-minded people, and support the causes that they believe in.[5]

Community is essential to Millennials; urban hubs are sought out for their ample place-making activities, public spaces, festivals, public art, education opportunities, and transportation options. Connectivity is extremely important to Millennials, who are using alternative modes of transportation more than any other generation. By utilizing trails to connect key places, recreation departments can help make Millennials feel more connected to their city.

Youth

Emily Sheffield, author of the article, "Five Trends Shaping Tomorrow Today," identified that one of the five trends shaping the future is the proportion of youth is smaller than in the past, however just as important. As of the 2010 Census, the age group under age 18 forms about a quarter of the U.S. population.

Programming

One of the most common concerns in the recreation industry is creating innovative programming to draw participants into facilities and services. Once in, participants recognize that the benefits are endless. According to *Recreation Management*'s 2015 State of the Industry Report,[6] the most common programs offered by parks and recreation survey respondents include:

- Holiday events and other special events (79.6%)
- Youth sports teams (68.9%)
- Day camps and summer camps (64.2%)
- Educational programs (63.8%)
- Adult sports teams (63.4%)
- Arts and crafts (61.6%)
- Programs for active older adults (56.2%)
- Fitness programs (55%)
- Sports tournaments and races (55%)
- Sport training such as golf or tennis instruction (53.8%)

Another yearly survey by the American College of Sports Medicine indicates the top 20 fitness trends.[7] The survey ranks senior fitness programs eighth among most popular fitness trends for 2015. Whether

[4] Samantha Raphelson, "Amid the Stereotypes, Some Facts About Millennials," National Public Radio, http://www.npr.org/2014/11/18/354196302/amid-the-stereotypes-some-facts-about-millennials)

[5] The Council of Economic Advisers. 15 ECONOMIC FACTS ABOUT MILLENNIALS. Executive Office of the President of the United States. 2014.

[6] Emily Tipping, "2015 State of the Industry Report, Trends in Parks and Recreation," *Recreation Management*, June 2015.

[7] "Survey Predicts Top 20 Fitness Trends for 2015", American College of Sports Medicine, http://www.acsm.org/about-acsm/media-room/news-releases/2014/10/24/survey-predicts-top-20-fitness-trends-for-2015, accessed January 2015.

it's SilverSneakers, a freestyle low-impact cardio class, or water aerobics, more and more people are realizing the many benefits of staying active throughout life. According to the National Sporting Goods Association, popular senior programming trends also include hiking, birding, and swimming.

III. Market Conditions Analysis

Target Market and Current Use

The City of Louisville's target market for this facility renovation/expansion is residents of Louisville and employees of businesses located in Louisville.

Admissions
Total visits of paying users to the existing facility through admission fees in 2015 was 286,966.

- 195,420 visits using annual and monthly passes, with 91% being residents of the city and 9% non-residents.
- 71,691 visits using punch cards, resident use is a smaller percentage at 76% for *20 punch cards* and 62% for *10 punch cards*.
- 19,855 were daily admissions. Daily admission was the same for Resident and Non-Residents from 2006-2015. In January of 2016 Non-Resident daily admission fees were increased to match the increase of fees for Non-Resident punchcards.

Programs
Participation in programs (requires pre-registration in most cases) city-wide is 83% residents with 17% non-resident. Over 25,000 adults and youth enroll in these programs year round. Louisville currently offers a broad spectrum of programs for various ages and interests:

- Special events
- Aquatics – multiple lesson levels including adult
- Water aerobics
- Diverse senior programs
- Diverse youth programs
- Youth athletics
- Adult athletics
- Group fitness classes
- Specialized fitness classes
- Summer camp

In forecasting program revenue potential, these current programs and participation, along with the potential to grow with additional dedicated space, are considered.

Market Conditions
Other general market conditions supporting development of additional public facilities include:

- Trends toward more active adult and multigenerational use; programs for that use are available more likely at public facilities.
- General sales tax revenues will continue providing funds to construct and operate facilities that respond to growth pressure.

- Gender, age, and income demographics in the region support the need for more and varying facilities. Consumer demand is for "state of the art" facilities.

Comparisons with Similar Facilities in Other Communities

The project study included comparing similar facilities in the northwest Metropolitan Denver area, Boulder and northern Colorado. The purpose of this comparative analysis is to give the City a better understanding of the types of community centers that exist in the region and how they operate.

In order to get a complete picture of the options for potential components, there must be an understanding of what the regional market will bear for fees and charges, the amount of funding it takes to operate and maintain similar facilities, and the costs to staff a facility. For this comparison, other park and recreation agencies were contacted in the fall of 2015 to provide specific full year information for recreation centers that would be similar to an expanded Louisville facility; Louisville staff and comparison agencies provided and primarily utilized 2014 data. Included in ***Table 3*** are Broomfield, Lafayette, Erie, Golden, Longmont for comparison. In looking at even higher admission rates, Aspen's daily admissions are likely to be the highest in the state at $18.25 for adults and $16.25 for youth. GreenPlay is not aware of any agencies using daily admissions to cover 100% of expenses, including debt service. In considering the Financial Policy of Louisville, such an exercise would entail spreading the expense over every individual that enters the facility for any use (admission or program) and to a lesser degree youth and seniors. This would likely produce and admission rate that exceeds the daily admission shared for Aspen.

The comparison data listed is for the purpose of providing an overview of budget and operational performance of similar (and un-similar) facilities in the general area. This data is not intended to suggest a particular approach, but rather to give an indication of how diverse facilities are in their performance. ***Table 3*** indicates the difficulty in attempting to compare Louisville with other agencies, many of which have different operating philosophies, expectations, building components, and budget methods. Utilities may be handled in different ways, such as not showing an expense for water, and as indicated with Longmont and Louisville, other intra-departmental support services may not be reported as well.

The community recreation centers that were studied for this analysis range in size from 48,000 square feet to 85,000 square feet. Common amenities in these centers include leisure pools, multi-purpose rooms, gymnasiums, group fitness areas, weight/cardio rooms, walk/jog tracks, climbing facilities, and childcare rooms. A few less common and unique amenities include competitive swim pool, dedicated senior areas, and racquetball.

It should be noted that both revenues and expenses are driven by a wide range of programs, building design, and general philosophy of budgeting. For example, in some cases subsidy support from other departments is not included. Each facility was studied in regards to revenue gained from daily admissions, passes, and programming. Revenues are generally a more reliable comparable than expenditures. Each facility was studied in regards to expenses for operating the facility (including staffing, utilities, and operations, where reported).

An analysis of the ratio of revenue to expenses illustrates that the reported subsidy of these facilities varies greatly. Care should be taken with using this information without a thorough understanding of the discrepancies in the comparability.

Table 3: 2014 Annual Self-Reported Data from Comparable Facilities

ITEM	Louisville	Broomfield/Derda	Lafayette	Erie	Golden	Longmont
Notes of significance		One of two centers				
Population of Community	19,662	55,889	24,453	18,135	18,867	86,270
Size (Sq Ft)	57,400	85,000	48,372	64,000	71,483	63,500
Original Construction Date	1990	2003	1990	2007	1994	2002
Estimated Annual Attendance	268,603	456,122	179,579	193,500	225,752	459,434
REVENUES						
Total facility revenues	$ 1,855,931	$2,072,618	$1,826,000	$1,935,126	$1,734,078	$1,792,667
Rev/sqft	$32.42	$24.38	$37.75	$30.24	$24.26	$28.23
Revenue Sources from admissions	$902,507	$2,330,647			$494,878	
Drop In/Daily Fees	$84,456	$343,566			$251,090	$407,471
Passes and Punch Cards	$818,051	$1,987,081			$243,788	$1,194,807
EXPENDITURES						
Total facility expenditures	$2,419,686	$2,152,921	$2,267,000	$2,849,044	$2,196,301	$1,228,588
Exp/sqft	$31.29	$25.33	$46.87	$44.52	$30.72	$19.35
Staff Costs	$1,204,560	$1,195,000	$1,299,385	$2,057,892	$2,035,000	$948,735
FT Staff Cost w benefits	$710,825	$368,000	$391,000	$1,037,634	$560,000	$295,620
PT Staff Cost w benefits	$493,735	$827,000	$908,385	$1,020,258	$1,475,000	$653,115
Total Annual Utility Expenses	$134,669	$339,482	$178,409	$257,834	$486,370	$169,911
Gas	$40,271	$87,369		$48,355	$196,440	
Electric	$91,598	$213,080		$171,767	$200,349	
Water		$35,433		$13,746	$21,000	
Sewer		WS combo		bill w/ water	W/WW combined	
Phone and Internet	$2,800	$3,600	$6,000	$23,966	$68,580	
Capital (not included in expense)				$87,210	$25,000	

**All expenses are not reported for each agency. For example: Longmont expenses do not include custodial and maintenance expenses. These functions are performed by separate city departments and not charged to Parks/Recreation budget. Those expenses were not provided.*

New Facility Development Activity
In the process of collecting comparative data, the project team also identified new facility development activity going on in the region. The Town of Windsor recently broke ground on a major expansion of its existing center; planned completion is scheduled for September 2016. New recreation and aquatics facilities are also being considered by the cities of Commerce City, Lafayette, Longmont, Loveland and Thornton, as well as the Carbon Valley Recreation District, if funding can be secured. In all cases, the agencies involved are expecting new recreation facilities to contribute to the growth and livibility of their communities.

Advertising
The Recreation and Senior Services catalog is published three times per year and features all classes. The Recreation & Senior Services division engages social media, specifically Facebook. The Louisville website provides information and direct links for on line registration.

IV. Financial Analysis

A. Facility Concepts

All pro-forma assumptions were created utilizing projected square foot allotments provided by Sink Combs Dethlefs, as a building program has, and continues to evolve. At this time, approximately 50,000 square feet are anticipated being added to the 57,400 square feet of the existing building for a total of approximately 107,400 square feet.

B. Assumptions

The operational budget planning for the expansion of the Louisville Recreation/Senior Center uses a conservative approach to estimating expenses and projecting additional revenues, based on an understanding of the conceptual project, the best available market area information, and integrating with current practices. Existing revenues and expenditures are considered along with the projected operations of expanded fitness and aquatics.

While an initial budget provides a baseline, it is anticipated that revenues during the first few years of operation with an expanded facility may exceed these projections for several reasons.

- Leading up to and during the first year of operation, marketing and promotion efforts and costs will be elevated to attract an expanded population.
- Particularly in years one and two, the facility interest and therefore attendance/participation will likely be higher than in subsequent years when the “newness” of the expanded spaces declines.

All figures are estimated 2016 dollars and estimate probable costs and revenues. There is no guarantee that the estimates and projections will be met, and there are many variables that cannot be accurately determined during this conceptual planning stage, or may be subject to change during the actual design and implementation process.

Hours of Operation

The following indicates current hours of operation; these are assumed to remain the same. This schedule can be revised to accommodate various demands. However, it is important to note that facility revenues and expenditures are based on these hours shown in Table 4 below. Staffing at the pool is based on pool operating hours on Sundays.

Table 4: Center Hours of Operations

Days of Week	Times	Hours per week
Monday – Thursday	5:45am to 9:00pm	61
Friday	5:45am to 7:00pm	13.25
Saturday	7:00am to 6:00pm	11
Sunday	8:00am to 6:00pm	10
Sunday Pool	10:00am to 5:45pm	
Total Hours/Week		**95.25**

It is assumed that the facility will operate 351 days per year, with the facility being closed for seven holidays during the year including New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. An annual shutdown period for maintenance is also expected that typically ranges from 7-10 days.

Rentals of party/activity rooms, swimming pool, classrooms, and the entire facility may extend beyond normal hours of operation and typically include weekends and some evenings. Though specific increased rental rates are not provided for after hours, this could be reflected in the pricing structure.

Personnel Services

Generally, personnel costs make up the single highest expense for most multi-purpose recreation facilities. For purposes of projecting costs, the range mid-point of the 2016 Pay Plan was utilized for projecting expenses in each area.

Additional salaried staff contemplated at this time includes:

- 1.00 Supervisor I Fitness Coordinator
- 1.00 Supervisor I Senior Coordinator
- 1.00 Facility Maintenance Tech I
- 1.00 Pool Maintenance Tech I
- 0.25 Facility Assistant (add.25 to existing .75 staff)
- 0.25 Accounting Tech I

Additional part-time/contractual staff is proposed in the following areas of operation:

- Maintenance/Custodians
- Fitness/Program Instructors
- Life Guards/Swim Instructors

Maintenance Coverage

Routine and daily set up maintenance responsibilities will be provided by maintenance and facility staff as needed. Current staff scheduling is expected to continue but to be supplemented with additional full-time staff and part-time hours.

Supplies

In this study, supplies relate to ongoing operations in the areas of program, operating, office, computer supplies, postage, tools, books, staff uniforms, janitorial, tools, equipment parts, identification card supplies, resale merchandise, concession supplies, and miscellaneous items. It is anticipated that this figure will increase over time due to inflation. Note: All start up supply expenses associated with the facility expansion start up are assumed to be funded from the Owner Items account or FFE in the construction budget. Supplies expenses typically approximate 10% of the overall operational budget.

Services

With the uncertainty of utility costs such as natural gas and electricity prices, service expenses can consume a significant portion of many operation budgets. The estimated utility costs for the volume of space within the facility accounts for a high percentage of the services budget; numbers can be verified with final design. For this analysis utilities are estimated to be $3.25 per square foot, per year for non-aquatic space and $5.25 per square foot for aquatic spaces.

Other typical services include contracted instructional services, marketing and advertising, printing and publishing, travel and training, subscriptions and memberships, telephone, bank charges and administrative fees, miscellaneous service charges (permits, licenses, taxes, fees), building and equipment maintenance (contractual or rental services), other contracted services (security and fire systems, elevator, trash pick-up, etc.), property and liability insurance, building maintenance, and repair. Overall services expenses typically approximate 30% of the overall operational budget.

Expenditure estimates are based on the type and size of the activity and support spaces planned for expansion in the facility and anticipated hours of operation. When possible and wherever available, calculations are based on actual best practice or methodology. Comparison data from similar facilities in the region was also analyzed to prepare estimates.

Capital Renovation Allocation

A limited capital renovation allocation of 5% for building improvements, machinery, and equipment has been included in order to keep the facility up-to-date and to provide state-of-the-art equipment. It is not anticipated that this allocation will be needed for the expansion in the first several years of operation, but that the allocation will accumulate over time and be carried forward for future use.

- Building and Improvements should be budgeted at 3% of operating budget.
- Machinery and Equipment should be budgeted at 2% of operating budget.

A request was made at the Task Force Meeting of April 27th to consider as an option, calculating Capital Renovation based on the capital cost of construction and life cycle costing. This cannot be done at this time, but can be considered.

Admissions Revenue

Revenue forecasts include current estimates of anticipated drop-in fees, punch card and pass sales, and rentals, around anticipated scheduled programming related to fitness and aquatics. This takes into consideration program and facility components as well as multiple admissions and age discounts options. The revenue categories for the expansion include:

- Daily admissions, punch cards, and passes
- Aquatics lessons and programs
- Fitness/wellness/aerobic programs
- Rental opportunities

Revenue forecasts are based on existing and proposed space components included in the facility, anticipated demographics of the local service area, and comparisons to other facilities in surrounding communities that may or may not be similar. Actual figures will vary based on the final design and allocation of facility spaces, the market at the time of opening, adopted facility operating philosophy, the aggressiveness of fees and use policies implemented, and the type of marketing effort undertaken to attract potential users to the facility. **Initial revenue goals may be exceeded but will require an ongoing effective marketing approach in order to meet annual goals. Some leveling off is common.**

Proposed Fees

The proposed fee structure, as suggested below reflects preliminary figures that correspond to the operational budget and cost recovery goals for the center.

In this pro-forma daily, punch card (10 and 20 punch), and monthly fees include admission to the facility for cardio/fitness, stretching and weight use, and lap or open swim in the lap and leisure pool.

Table 5 below lists current fees compared to fees to be considered. If the below fees were to be implemented at current admission quantity, a 16% increase in current revenue could be realized; this is in addition to additional admission revenue.

Table 5: Current Fee Schedule and New Fee for Consideration

Pass Type	Current Resident	Current Non-resident	New Fee Consideration Resident	New Fee Consideration Non-resident
DAILY				
Youth	$4.00	$6.00	$4.50	$6.75
Adult	$6.00	$8.00	$6.50	$8.75
Senior	$4.00	$6.00	$4.50	$6.75
Group (youth)	$2.50	$5.00	$4.00	$6.00
Group (adult)	$4.50	$7.00	$6.00	$8.00
10 PUNCH				
Youth	$25	$50	$28	$56
Adult	$45	$70	$48	$80
Senior	$25	$50	$28	$56
20 PUNCH				
Youth	$50	$100	$53	$106
Adult	$90	$140	$93	$150
Senior	$50	$100	$53	$106
MONTHLY				
Youth	$19	$24	$22	$33
Adult	$35	$40	$38	$50
Senior	$19	$24	$22	$33
Couple	$55	$60	$58	$70
Senior Couple	n/a	n/a	$40	$60
Family	$59	$64	$65	$75
ANNUAL				
Youth	$228	$288	$264	$396
Adult	$420	$480	$456	$600
Senior	$228	$288	$264	$396
Couple	$648	$720	$696	$840
Family	$708	$768	$780	$900

Fitness

Within the fitness area, the square feet dedicated to fitness programming will double. Fitness programming will be provided on an ongoing basis, similar to current programs, but with more dedicated as well as multi-use space. This estimate is based on review of revenue at comparable size facilities in the area and current revenue generated.

Currently FitZone classes are included with general facility admission and include a paid instructor (vs lap swimming, which does not require an instructor). A budget transfer is made to cover costs, but does not give the ability to track net revenue. This was approximately $75,000 in 2015, with an additional $29,221 generated in specialty classes. Additional FitZone classes and specialized (contractual) classes are estimated at 53% net revenue increase. When classes are not in use for groups, it will be important to keep fitness rooms occupied and thus generating revenue. One option is to consider a drop in

independent use of classroom space, such as Fitness on Demand. This is shown as an option with conservative use.

Aquatics

With an expanded aquatics and fitness venue, the Louisville Recreation/Senior Center will have the ability to offer additional aquatics programming (i.e. swim lessons, aquatic exercise) on a year-round basis. This estimate is based on review of revenue at comparable size facilities in the area and current revenue generated.

Conservative estimates were used for additional programming in terms of numbers of participants. Additional classes should be concentrated in areas (level and time of year) where classes do tend to fill more quickly and are estimated for 21 weeks. An estimated net revenue increase is shown, primarily in the group Learn to Swim classes and the potential "specialty" classes generated by the type of water bodies being added to the program. These include such things as Watsu Massage, Toning, Water Arthritis, and Core Strengthening for Seniors. Water equipment, such as treadmills and bikes are also an option for additional program/drop in revenue. Another consideration is moving all lessons indoors such that cancellations due to weather are eliminated. Memory Square Pool could then offer additional lap swimming time and open play.

Lifeguard costs are shown as an addition to current operations. It is assumed that with the new natatorium the leisure pool / slide will be open from 12 noon on weekdays and Saturdays, allowing for lessons and classes to occur throughout the pools in the mornings.

Cost Recovery

The 2015 cost recovery for the Louisville Recreation & Senior Center was 72%, including the funding in the Public Works budget supporting center operations and an estimate capital costs provided by staff. Cost recovery on the expansion alone is projected at 47%, with overall cost recovery for the expanded facility (current operations and expansion) at 60%, including repair and replacement (R&R) estimates. This is a conservative estimate and has served as the basis for facility pricing. A continual goal should be to sustain cost recovery through a focused staff effort, resulting in high quality facility management, customer service, and marketing.

To reach an expressed target of 70% cost recovery, revenues must be increased or expenses reduced. IF revenues were to be increased through admission fees, an additional 10.5% increase to each proposed fee to generate an additional $141,367 would be required. This could be accomplished by adding 10.5% to each proposed fee, or through larger increases to non-resident fees and adult fees or some other combination, taking into account estimated passes sold in each type. Success with higher fee increases is subject to what the market will bear. Seventy percent cost recovery could also be accomplished through an increase in all fees (not just admissions), or a decrease in staffing projections, or a combination.

Cost Recovery is further discussed under the Financial Analysis.

Rentals

Market analysis for room rental/social event venue indicates an opportunity to generate additional revenue in this area. These proposed fees do not take into account peak and non-peak times, but should

certainly be considered, especially for after-hours rentals. If the below fees were to be implemented at current reservation quantity, a 26% increase in current revenue could be realized. A recommended rental rate fee increase is noted below in Table 6.

Table 6: Recommended Room Rental Rates

Venue	Current Resident	Current Non-resident	Recommended Resident	Recommended Non-resident
Large room (50-75 Banquet)	$35.00	$45.00	$45.00	$55.00
Small room (25-30 classroom)	$25.00	$35.00	$30.00	$40.00
Combined (150-200 banquet)	$70.00	$90.00	$80.00	$100.00
Kitchen	$15.00	$20.00	$50.00	$60.00

Birthday Parties

Market analysis for the birthday party venue indicates an opportunity to generate additional revenue in this area by providing a host. This suggested pricing includes room setup/cleanup and a host in the room. It does not include provision of cake, party supplies or supervision outside of the party room, and given parental concern with nutrition and allergy related food substances, this may be an area worth avoiding. If the below fees were to be implemented at current reservation quantity, a 31% increase in current revenue could be realized. A recommended rental rate fee increase is noted below in **Table 7** below.

Table 7: Recommended Party Package and Room Rental Rates

Venue	Current Resident	Current Non-resident	Recommended Resident	Recommended Non-resident
Group (up to 10 children; add on pricing for additional)	$60.00	$80.00	$80.00	$100.00

Vending

Vending operations are expected to continue to be handled through contracted services and therefore only include a net revenue figure. Vending is shown in existing operations only.

Advertisement and Sponsorship Revenue

Revenues from advertisement and sponsorships **are not** included in the pro-forma but should be considered as an opportunity to increase revenues. Any advertising or sponsorship opportunities must be scrutinized to assure they meet the mission of the Recreation & Senior Services Division.

C. Operational Budget and Pro-forma

Admissions (see Admissions page)

- Hours of operation match current hours.
- Fee structure matches current structure. However, offering monthly debit for monthly pass equates to an annual pass. This pricing structure should be considered as an annual pass option.
- An increase in total annual visits of 42,600, from 286,966 to 329,566 (15%), is projected due to the expansion as shown on the Admissions tab of the Excel spreadsheet.
- Proposed increased admission fees as noted above are recommended for consideration and are included at current admissions quantity in the Full Budget Analysis along with projections for additional revenue (see chart below).

Aquatics (see Aquatics – programming and Aquatics – Lifeguards pages)

- Aquatic programs offer the most opportunity for specialty programs in warmer water and in leisure admissions. It is estimated that the leisure pool may not be open the entire time that the pool is open, allowing for swim and water related lessons outside of leisure swimming.
- Additional swim lessons offer the most potential during the busiest seasons and are thus calculated at 21 weeks of lessons.
- Aquatic/Swim Lesson Instructors are calculated at $11.50 per hour; private lessons at $18 per hour.
- Lifeguards are proposed in addition to current staffing.
- Lifeguard salaries are calculated at $11.50 per hour.
- Lifeguard /pool access is calculated at 50 weeks per year to allow for holidays and maintenance.

Fitness (see Fitness page)

- With more dedicated fitness space, opportunities exist for not only drop in fitness (FitZone), but for specialty (contractual) fitness classes. Other opportunities exist for such programs as Fitness on Demand.
- Fit Zone is calculated at 50 weeks/year.
- Fitness instructor rates are calculated at $21/hour.
- Fitness contracts are calculated at 30% gross revenue retained (70% to instructor).

Programs

Additional program revenue for seniors, youth and adults may be realized but was not included in this expansion scenario.

Rentals (including birthday party packages)

Proposed increases in rental and party rates are recommended for consideration and are included at current reservation quantity in the Full Budget Analysis along with projections for additional revenue.

Budget Overview

An overview of expenditures, revenues, and cost recovery for the existing center and proposed expansion can be found on the Line Item Detail, Pro-forma and Full Budget Analysis pages. The Full Budget Analysis is provided below in **Table 8**, and summarized as:

2015 Cost Recovery	72%
Expansion Cost Recovery	47%
Combined Cost Recovery	65%
Combined Revenue	$2,389,990
Combined Expenses	$3,684,788
Combined Subsidy	$1,294,798

Table 8: Full Budget Analysis

Revenues	Current	Expansion	Total
720 - Rec Admin 721 – Cen Mgmt (Admissions)	$ 1,032,582	$ 143,575	$ 1,346,437
721 – Fee Increase		$ 170,280	$ 170,280
722 - Aquatics	$ 143,510	$ 86,680	$ 230,190
723 – Fit (GroupX)	$ 108,233	$ 100,625	$ 208,858
724 - Youth	$ 212,587		$ 212,587
725 - MemSquare	$ 36,939		$ 36,939
726- Youth Sports	$ 134,594		$ 134,594
727 - Adult Sports	$ 47,644		$ 47,644
728 - Senior Services	$ 82,043		$ 82,043
731 - Senior Meal	$ 48,000		$ 48,000
732 - Nite @ Rec	$ 42,698		$ 42,698
Total	**$ 1,888,830**	**$ 501,160**	**$ 2,389,990**
Expenses	$ 2,062,307		$ 2,062,307
Personnel		$ 443,935	$ 443,935
Supplies		$ 39,500	$ 39,500
Services		$ 281,780	$ 281,780
PW Maint	$ 427,702	$ -	$ 427,702
Rec/Sen Cen CIP	$ 125,000	$ 304,564	$ 429,564
Total	$ 2,615,009	$ 1,069,779	$ 3,684,788
Cost Recovery	72%	47%	65%
Total Surplus/Deficit	$ (726,179)	$ (568,619)	$ (1,294,798)

* Includes revenue increase of 16% in admissions, 26% in rentals and 31% in parties at current level of use but with increased fee applied.

D. Projected Five Year Pro-forma

A projected Five Year Pro-forma is provided using an estimated annual expenditure increase of 3% and incremental fee adjustments, as indicated in **Table 9** below.

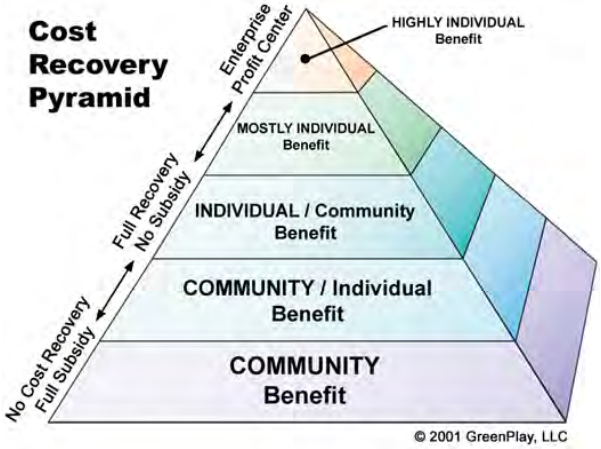
Table 9: Projected Five Year Pro-forma

	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES	**Combined**				
TOTAL REVENUE	**$ 2,389,990**	**$ 2,461,690**	**$ 2,535,540**	**$ 2,611,607**	**$ 2,689,955**
EXPENSES					
TOTAL EXPENSES	**$ 3,684,788**	**$ 3,795,331**	**$ 3,909,191**	**$ 4,026,467**	**$ 4,147,261**
NET	**-$1,294,798**	**-$1,333,641**	**-$1,373,651**	**-$1,414,860**	**-$1,475,306**
COST RECOVERY	**65%**	**65%**	**65%**	**65%**	**65%**

E. Financial Analysis and Potential Funding Sources

Operations are typically offset by fees and charges, but generally include some level of subsidy from the agency's general fund. In order to assist with predicting a level of subsidy, GreenPlay traditionally recommends a cost recovery model. This information is summarized here with further details provided in ***Appendix B.***

Conceptually, the Pyramid Methodology creates an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. Programs are evaluated based on their overall benefit to the individual or community, and priced for subsidy or cost recovery appropriately, as shown.



Other sources that help offset subsidies include:

Grants

- Conservation Trust Fund
- Great Outdoors Colorado (GOCO)
- Land and Water Conservation Fund
- Private Foundations

Partnerships

- It is recommended that the City establish a formal Partnership Policy- GreenPlay can provide a sample template for this purpose.
- Opportunities for: Hospitals; Fitness and Health providers; Joint public/Non-profit facilities; Private Sector (drink/food providers, clothing providers, exercise equipment providers)

Sponsorships

- It is recommended that the City establish a formal Sponsorship Policy; GreenPlay can provide a sample template for this purpose.
- Facility Sponsorship Program and Policy – Cash and In-kind
- Program Sponsorship Guidelines and Benefits
- Naming Rights and/or Amenity labeling
- Corporate and/or Local Support, Alliances

Donor/Gifting/Volunteer Programs

- Cash: Foundation, Gifts, Charitable Trusts, Endowments
- In-Kind: Volunteers, Facility Amenities
- **Foundations –** Can help with securing, managing, and attracting alternative funding.
- **Lease Purchase** – Reduces initial investment by leasing all or a portion of equipment with the option to purchase after a set investment period.
- **Management Agreements –** Private vendors may manage all or part of a facility or program, in return paying rent or sharing revenues (see Partnerships).

Louisville Recreation & Senior Center Expansion

Estimated expenses and projected revenues are based on a basic understanding of the conceptual project and the best information available regarding the market area and proposed practices of the District There is no guarantee that the estimates and projections will be met as there are many variables that cannot be accurately determined during this conceptual planning stage, and/or are subject to change during the actual design and implementation process. The estimated number of participants is based on current program offerings or similar venues and does not guarantee the availability of participants to meet projected revenues.

Assumptions: 7 Day/Wk Operations

Spaces: Support Spaces, Gym, Weight, Fitness, FitZoneStudio, Leisure Pool, Wet Classrooms - Party Room

	Schedule	***Hours***		**Full Facility Target:**
Facility Hours - M-R:	5:45a-9p	61.0	**Personnel:**	60%
Facility Hours - FRI:	5:45a-7p	13.25		
Facility Hours - SAT:	7a-6p	11	**Supplies:**	10%
Facility Hours - SUN:	8a-6p	10	**Services:**	30%
Total		**95.25**	**Capital:**	5%
Total				

	Notes					**Estimate**	**Notes or Questions to be answered**
Facility Size						**current 57,400 expansion 50,000**	Estimated gross square footages
Personnel Services							
Full-time salaries						$200,044	
Part-time salaries						$168,135	
Benefits						$75,756	
Subtotal Personnel Services						***$443,935***	Target 60% overall

	Notes		**Formula**	**Low Estimate**		**Estimate**	**Notes or Questions to be answered**
Materials and Supplies							
Office/Uniforms						$10,500	
Aquatics -Recreation Program Supplies/Chemicals						$29,000	
Building Maintenance Supplies						$0	
Custodial Supplies						$0	
Subtotal Operational						***$39,500***	Target 10% overall

	Notes		**Formula**	**Low Estimate**		**Estimate**	**Notes or Questions to be answered**
Services							
Contracted Services (bank card, Maintenance, Custodial services)						$10,000	
Rec General Expenses (advertising, telephone, equipment rental)						$3,500	
Rec Facility Maintenance (trash, building and ground maintenance)						$1,500	
Rec Equipment Maintenance (computer office op & maint)						$37,000	
Utilities - gas & electric water & sewer	$3.25/sqft per year for non-aquatics space, plus $5.25/sqft for aquatics space					$223,280	30,390 Aquatics sqft 19,610 Non-aquatics (fitness and other) 50,000 Total expansion
Property and Liability Insurance	estimate is based on actual cost/yr. of a typical Recreation Center/sqft = $.13/sqft					$6,500	
Subtotal Services						***$281,780***	Target 30% overall

	Notes		**Formula**			**Estimate**	**Notes or Questions to be answered**
Capital							*5% total of expansion; additional for current*
Buildings & Improvements							3% infrastructure
Machinery & Equipment							2% equipment replacement
Additional R & R						$304,564	
Subtotal Capital						***$304,564***	
GRAND TOTAL EXPENDITURES						***$1,069,779***	

Revenues:

	Formula	**Formula**	**Formula**	**Low Estimate**		**Estimate**	**Notes or Questions to be answered**
Admission							
Monthly Pass/Punch Card Revenue					65%	$92,755	See Admissions Tab for Details
Daily Drop In Revenue					35%	$50,820	See Admissions Tab for Details
Sub Total - Admissions						***$143,575***	

	Formula	**Formula**	**Formula**	**Low Estimate**		**Estimate**	**Notes or Questions to be answered**
Programs/Operations							
Additional Fitness						$100,625	See Fitness Rev/Exp Tab for Details
Additional Aquatics Lessons/Program						$86,680	See Aquatics Rev/Exp Tab for Details
Facility Rentals (includes parties)						$0	Fee increase will generate more; not included
GRAND TOTAL REVENUE						***$330,880***	
Surplus/(Deficit)						($738,899)	

	High Estimate	**Notes or Questions to be answered**
GRAND TOTAL SURPLUS/(DEFICIT) ***facility tax subsidy amount***	***($738,899)***	
PROJECTED COST RECOVERY ***total collected through fees, charges & alt. funds***	***31%***	

Louisville Recreation & Senior Center Expansion

Line Item Expenses

POSITION		FTE's	AVERAGE PAY RATE		Salary	
PERSONNEL -- FULL TIME RECREATION						
Supervisor 1 - Fitness		1	$52,083.00		$52,083.00	
Supervisor 1 - Seniors		1	$52,083.00		$52,083.00	
Tech 1 -Facility Maintenance		1	$38,043.29		$38,043.29	
Tech 1 - Pool Maintenance		1	$38,043.29		$38,043.29	
Facility Assistant (.25)		0.25	$39,582.40		$9,895.60	
Tech 1 - Accounting (.25)		0.25	$39,582.40		$9,895.60	
TOTAL - Recreation		**4.5**	**$259,417**		**$200,044**	
Non-Benefited / Non-Permanent						
PERSONNEL -- PART TIME		**Hrs Week**	**AVE/Hr Wage**		**Est. Annual (Budget Exp)**	
Custodial		25	$15.00		$19,125.00	Currently contracted - discussion
Maintenance		15	$15.00		$11,475.00	
Aquatics Lifeguards			$11.50		$95,162.50	See Aquatics - Lifeguards
Swim Instructors			$10.50		$7,372.00	See Aquatics Rev-Exp
Fitness Instructors			$21.00		$10,500.00	See Fitness Rev-Exp
SUBTOTAL					$133,135	
Contractual Fitness (70%)					$35,000.00	
TOTAL					**$168,135**	

FULL TIME	**Information/Notes**		
			(Budget)
Benefits	Estimated at 30%		$60,013
FICA/Medicare			
Workmen's Compensation			
Health Insurance - FT/Perm employee			
Education			
Aquatics Staff Orientation/Train			
Longevity			
Attendance			
Background checks			$0
FT TOTAL			**$60,013**
PART TIME	**Information/Notes**		
			(Budget)
Benefits	Estimated at 10.75% of PT hourly (not contractual)		$ 14,312
FICA/Medicare	7.65%		
Workmen's Compensation	2.95%		
	0.02%		
Background checks			$1,431
PT TOTAL			**$15,743**
TOTAL			**$75,756**

High estimate

Supplies	**Information/Notes**		
			(Budget)
Postage	Flyers, promotions, mailings		$3,000
Printing	Program Guides, Flyers, Special Events		$3,000
Office Supplies	Printer ribbons, pads, pencils, pens, paper, etc.		$2,500
Dues and Memberships			
Uniforms	Staff		$2,000
Chemicals	Pool Chemicals		$15,000
Aquatics Supplies	Birthday Party,Safety,Program,Lifeguard training,CPR		$10,000
Recreation Supplies	Fit balls, fitness equipment, mats, weight room supplies (assume equipment in FFE)		$4,000
Building Maintenance Supplies	Hardware, plumbing, carpentry, drywall, fasteners, pest control, etc.		$0
Custodial Supplies	Cleaning solutions, cleaning equipment, paper products, liners, etc. (assume equipment in FFE)		$0
TOTAL SUPPLIES			**$39,500**

High estimate

Services	**Information/Notes**			
			(Budget)	
Credit Card Fees	Percent of each sale by credit card		$5,000	
Maintenance Contracted Services	HVAC, major maintenance problems		$5,000	
Sub Total			**$10,000**	
Telephone	phones,cellphones, etc		$1,000	
Equipment Rental			$2,500	
Sub Total			**$3,500**	
Gas and Electric	See Proforma Page 1		$0	
Heat	See Proforma Page 1		$0	
Water/Sewer	See Proforma Page 1		$0	
Trash Removal	Trash, recycling dumpsters -- $160/month average		$0	Existing
Security	Monitoring Services		$1,500	
Sub Total			**$1,500**	
Computer Oper/Main Registration Software	Repair, Upgrades, Support		$35,000	$10K per FTE
Minor Equipment Repair	Repair of office equipment		$2,000	
Capital Replacement Fund	Money set aside for future renovations and replacements - See Proforma Page 1		$0	see page 1
Sub Total			**$37,000**	
TOTAL SERVICES			**$52,000**	

Louisville Recreation & Senior Center Expansion

Additional Admissions Revenue

	PROPOSED FEE	PASSES PER WEEK	PASSES PER MONTH	PASSES PER YEAR	AVG WEEKLY USE	ANNUAL VISITS PER YEAR	TOTAL GROSS
RESIDENT (68%)							
Daily							
Toddlers							
Youth	$ 4.50	25		1200		1,200	$ 5,400.00
Adults	$ 6.50	50		2400		2,400	$ 15,600.00
Seniors	$ 4.50	25		1200		1,200	$ 5,400.00
Family (2A, 3C)							
Group Youth	$ 4.00			0			
Group Adult	$ 6.00			0			
Subtotal				4800		4,800	$ 26,400.00
10 Punch							
Toddlers							
Youth	$ 28.00		10	110	2	960	$ 280.00
Adults	$ 48.00		20	220	3	2,880	$ 960.00
Seniors	$ 28.00		10	110	1	480	$ 280.00
Family (2A, 3C)							
Subtotal						4,320	$ 1,520.00
20 Punch							
Youth	$ 53.00		10	110	2	960	$ 530.00
Adults	$ 93.00		20	220	3	2,880	$ 1,860.00
Seniors	$ 53.00		10	110	1	480	$ 530.00
Family (2A, 3C)							
Subtotal						4,320	$ 2,920.00
Monthly							
Toddlers							
Youth	$ 22.00		20	220	2	60	$ 5,280.00
Adults	$ 38.00		30	330	3	90	$ 13,680.00
Seniors	$ 22.00		20	220	2	60	$ 5,280.00
Couple	$ 58.00		20	220	2	60	$ 13,920.00
Senior Couple	$ 40.00		20	220	2	60	$ 9,600.00
Family (2A, 3C)	$ 65.00		25	275	1	30	$ 19,500.00
Subtotal						360	$ 67,260.00
RES TOTALS						13,800	$ 98,100.00
NON RESIDENT (32%)							
Daily							
Toddlers							
Youth	$ 6.75	15		720		720	$ 4,860.00
Adults	$ 8.75	35		1680		1,680	$ 14,700.00
Seniors	$ 6.75	15		720		720	$ 4,860.00
Family (2A, 3C)							
Group Youth	$ 6.00			0		-	$ -
Group Adult	$ 8.00			0		-	$ -
Subtotal						3,120	$ 24,420.00
10 Punch							
Toddlers							
Youth	$ 56.00		15	165	2	1,440	$ 840.00
Adults	$ 80.00		40	440	2	3,840	$ 3,200.00
Seniors	$ 56.00		15	165	1	720	$ 840.00
Family (2A, 3C)							
Subtotal						6,000	$ 4,880.00
20 Punch							
Toddlers							
Youth	$ 106.00		15	165	2	1,440	$ 1,590.00
Adults	$ 150.00		40	440	2	3,840	$ 6,000.00
Seniors	$ 106.00		15	165	1	720	$ 1,590.00
Family (2A, 3C)							
Subtotal						6,000	$ 9,180.00
Monthly							
Toddlers							
Youth	$ 33.00		20	220	2	1,920	$ 660.00
Adults	$ 50.00		45	495	3	6,480	$ 2,250.00
Seniors	$ 33.00		20	220	2	1,920	$ 660.00
Couple	$ 70.00		20	220	2	1,920	$ 1,400.00
Senior couple	$ 60.00		15	165	1	720	$ 900.00
Family (2A, 3C)	$ 75.00		15	165	1	720	$ 1,125.00
Subtotal						13,680	$ 6,995.00
NON RES TOTALS						28,800	$ 45,475.00
TOTALS						42,600	**$ 143,575.00**
					Avg Daily Visits	126.79	

Notes: Revenues are allocated at 48 weeks.

Calculations: Resident 68%
Avg. Sales Non-resident 32%

Comparisons

	BROOMFIELD 85,000SF		LAFAYETTE 48,372SF		ERIE 64,000SF		GOLDEN 71,483SF		LONGMONT 63,500SF	
	R	NR			R	NR	R	NR	R	NR
Daily										
			$ 3.00						$ 3.75	$ 4.75
Youth	$ 3.25	$ 6.00	$ 3.50	$ 2.25	$ 2.75	$ 2.75			$ 4.00	$ 5.00
Adults	$ 4.75	$ 7.50	$ 5.00	$ 4.50	$ 5.50	$ 4.50			$ 5.00	$ 6.25
Seniors	$ 3.75	$ 6.00	$ 3.25	$ 2.70	$ 3.40	$ 3.50			$ 4.00	$ 5.00
10 Punch				$ 39.00	$ 49.00					
Youth	$ 29.00	$ 54.00								
Adults	$ 43.00	$ 68.00								
Seniors	$ 34.00	$ 54.00								
20 Punch									$ 75.00	$ 93.75
Youth							$ 36.00	$ 40.00		
Adults	$ 55.00	$ 102.00	$ 56.00				$ 63.00	$ 70.00		
Seniors	$ 81.00	$ 128.00	$ 80.00				$ 90.00	$ 100.00		
Family (2A, 3C)	$ 64.00	$ 102.00	$ 52.00				$ 68.00	$ 75.00		
Monthly										
Youth	$ 17.00	$ 32.00	$ 34.00						$ 20.00	$ 25.00
Adults	$ 31.00	$ 49.00	$ 19.00						$ 36.00	$ 45.00
Seniors	$ 20.00	$ 32.00	$ 43.00						$ 20.00	$ 25.00
Couple	$ 54.00	$ 85.00	$ 28.00						$ 59.00	$ 73.75
Senior Couple	$ 33.00	$ 53.00	$ 60.00							
Family									$ 67.00	$ 83.75
Annual										
Youth				$ 185.00	$ 229.00					
Adults				$ 365.00	$ 455.00					
Seniors				$ 219.00	$ 275.00					
Family				$ 719.00	$ 899.00					

Louisville Recreation & Senior Center Expansion

Additional Fitness Revenue
Part Time Salaries

	QTY/WK (AVG)	RATE (AVG)	# STUDENTS	HOURS PER CLASS	HOURS PER WEEK	WEEKS	HOURS PER YEAR	PARTICIPANTS /YR	TOTAL GROSS	INSTRUCTOR COSTS	NET REVENUE
FitZone Group	10	$ 4.50	15	1	10	50	500	7,500	$ 33,750.00	$ 10,500.00	$ 23,250.00
Speciality	10	$ 10.00	10	1.5	15	50	750	5,000	$ 50,000.00		$ 15,000.00
FOD		$ 4.50	75						$ 16,875.00	$ -	$ 16,875.00
TOTALS	20				25		1,250	**12,500**	**$ 100,625.00**	**$ 10,500.00**	**$ 55,125.00**

Notes: Costs may be lower/higher through reduced/increased hours, number of programs offered or hourly wages.
Equipment is drop in rate; FitZone group rate estimated at minimal drop in.
Speciality classes are based on sessions and length of class - contractual 70/30 split (see Line Item Detail PT salaries); instructor rates are allocated at $21/hr.

Louisville Recreation & Senior Center Expansion

Additional Aquatics Revenue/Expense
Part Time Salaries

	QTY	AVG RATE	# STUDENTS PER CLASS	INSTRUCTOR HOURS/SESSION	HOURS PER YEAR	PARTICIPANTS /YR (AVG)	TOTAL GROSS	INSTRUCTOR COSTS	NET REVENUE
Lessons (2 week sessions @ 21 weeks = approx 10 sessions)									
Per session - 5 levels, 2 classes per level	10	$ 45.00	8	40	400	800	$ 36,000.00	$ 4,600.00	$ 31,400.00
Classes/session for each group	4								
Total classes per session	40								
Sessions per year	10								
Group lessons per year	100								
Classes per year	400								
Private (2 week sessions @ 21 weeks = approx 10 sessions)									
Lessons	5	$ 20.00	1	1	50	50	$ 1,000.00	$ 900.00	$ 100.00
Sessions per year	10								
Speciality (2 week sessions @ 48 weeks = approx 24 sessions)									
Speciality	2	$ 60.00	6	1	48	288	$ 17,280.00	$ 864.00	$ 16,416.00
Sessions per year	24								
Lessons per year	48								
Water Exercise (2 week sessions @ 48 weeks = approx 24 sessions)				**PER YEAR**					
By Type	2	$ 45.00	15	1	48	720	$ 32,400.00	$ 1,008.00	$ 31,392.00
Sessions per year	24								
Lessons per year	48								
TOTALS:						**1858**	**$ 86,680.00**	**$ 7,372.00**	**$ 79,308.00**

Notes:
Costs may be lower/higher through reduced/increased hours, number of programs offered or hourly wages.
New lessons calculated at 21 weeks allows down time for maintenance and off weeks for breaks; focus on busy lesson times.
Instructor rates (group lessons) are allocated at $11.50/hr, avg 1 instructors per class. Private lessons at $18/hr.
Water exercise calcualted at 42 weeks, instructor rates are allocated at $21/hr.

Louisville Recreation & Senior Center Expansion

Additional Aquatics - Estimated Life Guard Hours

		HOURS	RATE	EMP	WEEKS	TOTAL	TOTAL MAN HOURS
Saturday							
7:45:00 AM	12:00:00 AM	4.25	$ 11.50	1	50	$ 2,443.75	212.5
12:00:00 AM	3:00:00 PM	3.00	$ 11.50	3	50	$ 5,175.00	450
3:00:00 PM	5:30:00 PM	2.50	$ 11.50	2	50	$ 2,875.00	250
Sunday							
9:45:00 PM	12:00:00 PM	2.25	$ 11.50	2	50	$ 2,587.50	225
12:00:00 PM	5:30:00 PM	5.50	$ 11.50	3	50	$ 9,487.50	825
Monday							
5:45:00 AM	12:00:00 PM	6.25	$ 11.50	1	50	$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	$ 11.50	2	50	$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	$ 11.50	3	50	$ 6,037.50	525
Tuesday							
5:45:00 AM	12:00:00 PM	6.25	$ 11.50	1	50	$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	$ 11.50	2	50	$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	$ 11.50	3	50	$ 6,037.50	525
Wednesday							
5:45:00 AM	12:00:00 PM	6.25	$ 11.50	1	50	$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	$ 11.50	2	50	$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	$ 11.50	3	50	$ 6,037.50	525
Thursday							
5:45:00 AM	12:00:00 PM	6.25	$ 11.50	1	50	$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	$ 11.50	2	50	$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	$ 11.50	3	50	$ 6,037.50	525
Friday							
5:45:00 AM	12:00:00 PM	6.25	$ 11.50	1	50	$ 3,593.75	312.5
12:00:00 PM	6:30:00 PM	6.50	$ 11.50	2	50	$ 7,475.00	650
TOTALS		89.25				**$ 95,162.50**	8275

Notes:

Costs may be lower/higher through reduced/increased hours, or hourly wages.

Costs are allocated at 50 weeks to account for holidays, vacation, sick and 1 week maintenance closure.

Staff arrives 15 min before opening; pool closes /12 hour before facility; FT staff rotates in guard duties

SCHEDULE (50 wks)		hours/day	hours/wk	hours/yr
M-R	5:45am-8:30pm	14.75	59	2950
F	5:45am-6:30pm	12.75	12.75	637.5
Sat	7:45am-5:30pm	9.75	9.75	487.5
Sun	9:45am-5:30pm	7.75	7.75	387.5
TOTAL			89.25	4462.5

Louisville Recreation & Senior Center Expansion

Full Budget Analysis w/ Public Works/Facility Maintenance and R&R

Revenues	**Current**	**Expansion**	**Total**	
720 - Rec Admin				
721 - Center Mgmt (Admissions)	$ 1,032,582	$ 143,575	$ 1,176,157	
721 - Center Mgmt (Fee Increase/Admissions)		$ 170,280	$ 170,280	
722 - Aquatics	$ 143,510	$ 86,680	$ 230,190	
723 - Fitness (GroupX)	$ 108,233	$ 100,625	$ 208,858	
724 - Youth	$ 212,587		$ 212,587	
725 - Memory Square	$ 36,939		$ 36,939	
726- Youth Sports	$ 134,594		$ 134,594	
727 - Adult Sports	$ 47,644		$ 47,644	
728 - Senior Services	$ 82,043		$ 82,043	
731 - Senior Meal	$ 48,000		$ 48,000	
732 - Nite at the Rec	$ 42,698		$ 42,698	
Total	**$ 1,888,830**	**$ 501,160**	**$ 2,389,990**	
Expenses	$ 2,062,307		$ 2,062,307	
Personnel		$ 443,935	$ 443,935	**Expansion Cost Recovery**
Supplies		$ 39,500	$ 39,500	**47%**
Services		$ 281,780	$ 281,780	**Current Cost Recovery**
Public Works - Building Maintenance	$ 427,702	$ -	$ 427,702	**72%**
Recreation/Senior Center R&R	$ 125,000	$ 304,564	$ 429,564	**Combined Cost Recovery**
Total	**$ 2,615,009**	**$ 1,069,779**	**$ 3,684,788**	**65%**
Cost Recovery	72%	47%	65%	
Total Surplus/Deficit	**$ (726,179)**	**$ (568,619)**	**$ (1,294,798)**	

* Includes revenue increase of 16% in admissions, 26% in rentals and 31% in parties at current level of use but with increased fee applied.

Louisville Recreation & Senior Center Expansion

w/o Public Works/Facility Maintenance Transfer

		Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES	**Current**	**Combined**				
720 - Rec Admin			$ -	$ -	$ -	$ -
721 - Center Mgmt	$ 1,032,582	$ 1,176,157	$ 1,211,442	$ 1,247,785	$ 1,285,219	$ 1,323,775
721 - Addt'l Admissions		$ 170,280	$ 175,388	$ 180,650	$ 186,070	$ 191,652
722 - Aquatics	$ 143,510	$ 230,190	$ 237,096	$ 244,209	$ 251,535	$ 259,081
723 - Fitness (GroupX)	$ 108,233	$ 208,858	$ 215,124	$ 221,577	$ 228,225	$ 235,072
724 - Youth	$ 212,587	$ 212,587	$ 218,965	$ 225,534	$ 232,300	$ 239,269
725 - Memory Square	$ 36,939	$ 36,939	$ 38,047	$ 39,189	$ 40,364	$ 41,575
726- Youth Sports	$ 134,594	$ 134,594	$ 138,632	$ 142,791	$ 147,074	$ 151,487
727 - Adult Sports	$ 47,644	$ 47,644	$ 49,073	$ 50,546	$ 52,062	$ 53,624
728 - Senior Services	$ 82,043	$ 82,043	$ 84,504	$ 87,039	$ 89,651	$ 92,340
731 - Senior Meal	$ 48,000	$ 48,000	$ 49,440	$ 50,923	$ 52,451	$ 54,024
732 - Nite at the Rec	$ 42,698	$ 42,698	$ 43,979	$ 45,298	$ 46,657	$ 48,057
TOTAL REVENUE	**$ 1,888,830**	**$ 2,389,990**	**$ 2,461,690**	**$ 2,535,540**	**$ 2,611,607**	**$ 2,689,955**
EXPENSES						
Current	$ 2,062,307	$ 2,062,307	$ 2,124,176	$ 2,187,901	$ 2,253,539	$ 2,321,145
Personnel		$ 443,935	$ 457,253	$ 470,970	$ 485,099	$ 499,652
Supplies		$ 39,500	$ 40,685	$ 41,906	$ 43,163	$ 44,458
Services		$ 281,780	$ 290,233	$ 298,940	$ 307,909	$ 317,146
Public Works Transfer	$ 427,702	$ 427,702	$ 440,533	$ 453,749	$ 467,362	$ 481,382
Community Center R&R	$ 125,000	$ 429,564	$ 442,451	$ 455,724	$ 469,396	$ 483,478
TOTAL EXPENSES	**$ 2,615,009**	**$ 3,684,788**	**$ 3,795,331**	**$ 3,909,191**	**$ 4,026,467**	**$ 4,147,261**
NET	**-$726,179**	**-$1,294,798**	**-$1,333,641**	**-$1,373,651**	**-$1,414,860**	**-$1,457,306**
COST RECOVERY	**72%**	**65%**	**65%**	**65%**	**65%**	**65%**

July 27, 2016
Louisville City Council
RE: Recreation/Senor Center and Aquatics Task Force Proposal

This statement is being provided in written form, as I was unable to attend last week's City Council meeting as I had a Board meeting at my local Synagogue and I will be out of town for next week's meeting.

I am writing to express my concerns regarding the proposal made by the Recreation/Senor Center and Aquatics Task Force regarding upgrades to the Louisville Recreation Center and Memory Square Pool.

My concerns are as follows:

- At $28 million and 50 thousand square feet, the proposed project is unnecessarily large and expensive. High priority crowding issues and additional indoor aquatics at the rec center could be addressed with a more modest and lower cost expansion.
- The Task Force appears to have based their proposal on Open House participant feedback, less than 200 individuals, and the "Build a Center" exercise which included task force members only, that were both completed in December 2015 prior to the Community survey being developed, distributed, or results analyzed. The survey – in which 1445 individuals participated – should have been the primary means of soliciting broad community input.
- The Task Force did not evaluate outdoor aquatic facilities. They only evaluated indoor recreation centers even though surrounding communities have both indoor rec centers and outdoor aquatic facilities e.g. Longmont, Golden, Lafayette, Boulder, Broomfield.
- The results of the survey from the three sources - Invitation sample, Open Link, Rec Center Member List - taken together clearly indicate the community's highest priority is an outdoor aquatic center.
- The Task Force presentation to the City Council excluded survey data that validates community's priority to have an outdoor aquatic center.

As a concerned citizen, I urge the City Council to review the details of this analysis below as well as **the complete survey and Open House results, and all original Task Force documentation themselves – not just the package being presented by the Task Force** - before considering the Task Force's recommendations. Recommendations that do not accurately reflect the expressed priorities of our community based on their own survey.

Regards,

Maxine Most
640 W. Linden St
Louisville CO, 80027

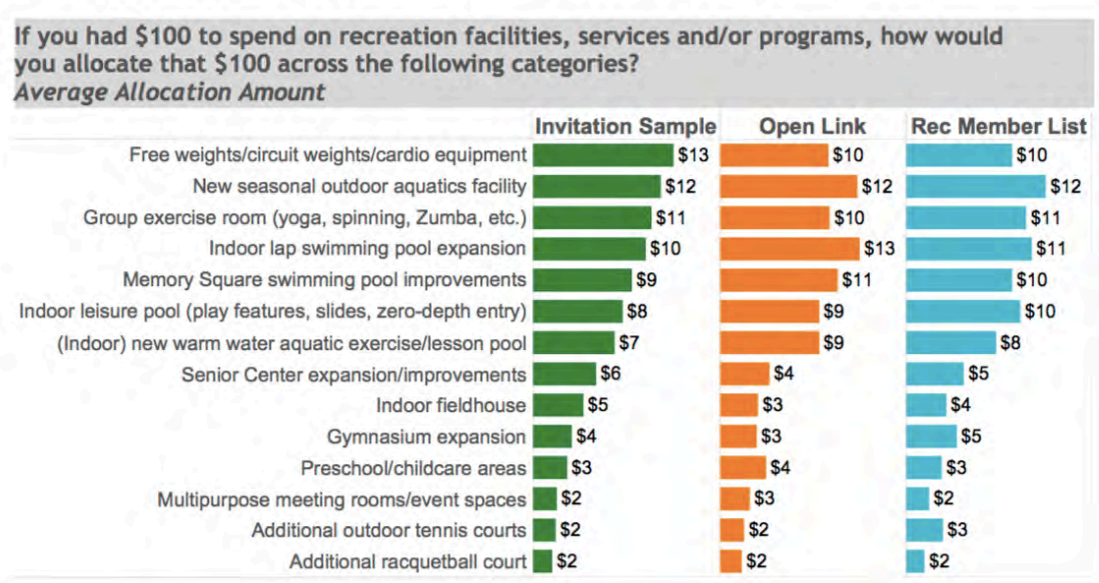
Recreation/Senor Center and Aquatics Task Force Analysis
July 27, 2016

I was one of the residents that initially advocated for the development of an outdoor aquatic facility at the Louisville City Council study session in April 2015. This session addressed the proposal by Joe Stevens, Director of Parks and Recreation, to consider upgrades to the Louisville Recreation Center and the development of an aquatics facility. At the time about approximately $18 million was being proposed for the aquatics facility with another $9 million for recreation center upgrades. This reflected the PROST plan the city had in place since 2012 as well as input Louisville professional staff had received form the community.

I also submitted a letter of interest to be considered to serve on the Task Force. I was disappointed not to have been selected but even more disappointed to learn that the individuals selected had all previously served on in some capacity on city boards, task forces, or commissions. The City Council had chosen not to include the broader community to lead this process.

Like many families in our community with school aged children, I was unable to participate in the December Open Houses as school demands, activity schedules, and holiday preparations in early December can be overwhelming. But given the context of the Task Force, I looked forward to filling out my survey ..... *From an October 20, 2015 memo form Joe, Stevens, Directors of Parks and Recreation, City Council Communication Agenda Item 5D "Since the PROST was adopted in February 2012, interest has continued to grow with the Youth Advisory Board sharing with City Council on 2014 and 2015 that an outdoor aquatic center was a high priority for their age group. Additionally, City Council members, Recreation/Senior Center and Memory Square customers, swim clubs and the general public have expressed considerable interest in expanding the Recreation/Senior Center and building a new swimming pool"*

I awaited the community survey and was pleased to see the results of the survey released in March that clearly indicated community prioritization of an outdoor aquatic center (Figure 1, below).



The Task Force reported that there were 625 participants in the Invitation Sample survey, 239 participants in the Open Link survey, and 581 participants in the Rec Center Member List survey. And, that there less than 200 community members had participated in the Dec 2, 2015 and Dec 9, 2015 Open Houses.

It therefore came as quite a shock when I reviewed the May 2016 community newsletter that included a strong endorsement by the Mayor for a $28 Million dollar bond issue plan that included massive upgrades to the recreation center, no outdoor aquatic facility, and $1.5 million in updates at Memory Square Pool. And further concerned to learn that this plan required an additional to $10 to $15 million dollars over the life of the bond to cover the operational costs associated with the new facility.

Not only does this proposal include building the largest (100 thousand square feet) single indoor recreation facility on the front range for a town with a small population – less than a third the size of Broomfield, a fifth of Boulder, and a quarter of Longmont – but it prioritized facilities in a way that is inconsistent with the survey results (figure 1, above).

The current proposal includes no outdoor aquatics while allocating more than 12% of the total project budget to expansion of the gymnasium. The survey results from the 3 sources taken together – Invitation sample, Open Link, Rec Center Member List - clearly indicated the top community priority is for an aquatic center, while very low priorities were assigned to gymnasium expansion.

I subsequently reviewed the Task Force process and all the Task Force documentation including agendas, minutes, and all the addendums submitted. As a Market Analyst myself, I specialize in gathering, integrating and analyzing data and what I found was extremely disappointing. The Task Force recommendations did not reflect the expressed

desires of the community and the process was flawed in a way that skewed some of the data that was collected.

When I attended a Task Force meeting in June at the Recreation Center to express my concerns, I was subjected to what I can only describe as open hostility, intimidation, and bullying. Task Force members seemed determined to prove me wrong rather than to listen to my concerns and, in some cases, seemed unfamiliar with the survey data that had been collected. They seemed intent on defending their proposal because they "worked so hard" on it.

As a nearly 10-year Louisville resident, I was quite honestly appalled at this treatment. My concern is not how hard the Task Force members worked but rather how effectively the results of their work reflects the clearly expressed desires of the community.

The Task Force also said that they felt it did not make sense to build an outdoor aquatic facility that would only be used for 3 moths a year. This seems a contradiction as the Task Force includes a $3.5 million indoor turf field in their plan in a climate where outdoor (non-winter) sports participation ranges from 8 to 10 months per year e.g one of he reason we have few indoor tennis courts on the from range is that you can play outdoors form March until November.

Key Points:

1) The Task Force never seriously considered an outdoor aquatic center.
    - There was no analysis done of local aquatic centers and when asked one of the Task Force members said "there were no other recreation centers that had outdoor aquatic facilities" so it was not considered.
    - The outdoor aquatic center was dismissed based on Task Force assertions that it would be a "regional attraction" and it would only be "used for 90 days a year" without validating these assertions with data.
    - The Task Force collected no data on the relative usage of indoor aquatic facilities versus outdoor aquatic facilities - which are often used daily or near daily by patrons during their 90-day window of operation.

2) The proposed facially would be the single largest indoor recreation center on the Front Range - 100,00 square feet - for a community of less than 20,000 in a town whose population is not expected to grow significantly over the next decade.
    - The proposed facility is much larger than needed to address the highest priority community concerns.
    - An efficiently designed addition of 10 to 15 thousand feet along with remodeling existing facilities could easily meet the highest priority needs of larger locker rooms, more cardio machines in a larger space, additional exercise classrooms, and additional pool lap lanes.

3) The Task Force disregarded the Survey Results in favor of input from the Open Houses where the "one-on-one interaction" was "compelling" and the results of the "Build a Center" exercise whose only participants were Task Force members.
   - The design that was developed closely tracks the Open House priorities and the Task Force "Build a Center" exercise that was completed BY TASK FORCE MEMBERS ONLY prior to the Survey even being developed.
   - The Open House data was skewed because the Task Force mailed invitations to residents living in the vicinity of both facilities. (
     - From Nov 18 meeting minutes – Postcards are being mailed to 1,600 homes near Memory Square to make aware of the open house on December 2"
     - My understanding is that similar postcards were mailed to those living in the rec center facility.
   - This skews the data towards those living in these 2 neighborhoods rather than equally recruiting participants from the whole community.

4) The first "Key Message" from the "Communications and Workflow Plan" developed by states "There is no set plan yet for expansion or updating facilities, we are in the investigation state, looking at all option, and soliciting public process".
   - It is my understanding that the City Council had in fact instructed the Task Force that Memory Square Pool was to remain open prior to soliciting any community input.
   - The Task Force failed to investigate or evaluate any outdoor aquatic facilities
   - The Task Force ignored the survey data results in favor of Open House "interaction" from a much smaller and skewed representation of the community.

5) Surrounding communities currently have invested and/or are re-investing in outdoor aquatics facilities:
   - Boulder is spending $8M to rebuild the pool and bathhouse at Scott Carpenter Park, in addition to allocating $3 million in additional funds to updates to indoor pools at East and North Boulder Rec Centers.
   - Lafayette is investing $4.5 million in upgrades to its LaMont Does pool.
   - Longmont a community of 100,000 has a 75,000 sq ft indoor recreation center BUT ALSO THREE outdoor pools: Kanemoto Activity Pool, Roosevelt Activity Pool, Sunset Pool . The indoor aquatics area is limited to a maximum of 200 people.
   - Brighton invested $5.4 million to replace their 50-year-old pool with an outdoor aquatic facility in 2012.
   - Golden – a community of approximately the same population as Louisville – has a rec center of approximately 63,500 sq feet and built the Splash Aquatic Park for $5.2 million in 2002.

- Outside the area – but a great example of an genuine indoor/outdoor facially – Moab, Utah replaced their 50 year old outdoor pool with a 24,000 sq ft, indoor/outdoor aquatic center built for $6.4 million in 2012 .

Dawn Burgess

Subject: Funding for Rec Center Louisville

From: Christy Watson [mailto:christymwatson@kw.com]
Sent: Wednesday, July 27, 2016 8:52 PM
To: City Council
Subject: Funding for Rec Center Louisville

I am a resident of Louisville, wife of a triathlete and mother of three elementary aged children in our community. It is my understanding a vote will be held next week to determine the budget and direction of tax dollars for additional recreation facilities in Louisville. This is fantastic news! I would like to express my sincere and utmost support for additional pool facilities in Louisville. We are constantly short on available pool time and often find ourselves driving to Westminster, Boulder and Lafayette to get the training and lesson time our family needs.

Best Regards
Christy Watson
(303)956-6233
1170 Harper Lake Drive
Louisville CO 80027

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SUBJECT: **SOLAR ENERGY CAPACITY COMMITMENT AGREEMENT WITH CLEAN ENERGY COLLECTIVE AND RELATED LEASE PURCHASE AGREEMENT WITH ALPINE BANK**

1. **RESOLUTION NO. 38, SERIES 2016 - A RESOLUTION APPROVING A CAPACITY COMMITMENT AGREEMENT AND RELATED AGREEMENTS WITH CLEAN ENERGY COLLECTIVE FOR SOLAR PRODUCTION CAPACITY TOTALING 400 KILOWATTS**

2. **ORDINANCE NO. 1726, SERIES 2016 - AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS - 1st Reading — Set Public Hearing August 16, 2016**

DATE: **AUGUST 2, 2016**

PRESENTED BY: **MALCOLM FLEMING, CITY MANAGER**
KURT KOWAR, PUBLIIC WORKS DIRECTOR
SAM LIGHT, CITY ATTORNEY

SUMMARY:
This Resolution and Ordinance would approve and authorize (1) a Capacity Commitment Agreement through which the City would commit to purchase 400 kW of electrical production from a Clean Energy Collective (CEC) solar array, and (2) a lease purchase financing agreement with Alpine Bank and related documents with CEC for solar panels rated to produce an additional 199.555 kW of electrical production in CEC's Boulder #2 array.

Staff expects the costs associated with the two agreements to be fully offset with savings accruing over the term of the agreements. Assuming the future cost of electricity increases an average of 2%[1] annually, the costs and savings associated with the combined agreements would break even in 10 years, with a maximum net cost of less than $4,000 annually during the first four years, and total net savings of about $280,000 over 20 years. If the future cost of electricity increases more than an average of 2% annually, savings would be greater. Conversely, if the future cost of electricity increases less than 2% annually, the anticipated savings associated with the

[1]The current projections from the U.S. Energy Information Administration (EIA) indicate electricity prices for Commercial users are likely to increase an average of 2.1% annually through 2040 and electricity prices for all users are likely to increase an average of 2.2% annually through 2040.

agreements would be lower or it could actually cost the City somewhat more than not entering these agreements and continuing to buy the same amount of electricity directly from Xcel Energy.

In addition to the financial implications of the agreements, obtaining a total of 599 kW of electricity from solar generated sources would provide environmental benefits. Based on CEC's calculations, over 20 years the CO2 emissions from 599 kW of solar generated electricity would be 36 million pounds less than the CO2 emissions from electricity generated from fossil fuel sources, which is comparable to the impact on carbon emissions of planting over 56,000 trees.

Background

On July 14, 2015 City Council approved a lease purchase agreement ("Boulder #1") with Alpine Bank for solar panels supplied by Clean Energy Collective (CEC). This lease purchase covered 145.935 kW of solar capacity with total estimated lease payments of $678,449, offset by projected Bill Credits of $908,386 and $401,947 in Renewable Energy Credits, for a total projected reduction in the City's cost for electricity of $631,883 over 20 years.

Following the Council's approval of the Boulder #1 lease purchase agreement (named for the location of the PV Solar facility in Boulder County), CEC presented a second proposal to City staff to purchase additional solar electricity capacity in CEC's Boulder #2 facility. During Council's September 15, 2015 meeting, Council reviewed a tentative lease purchase agreement with CEC for 198.555 kW of solar electricity capacity, and Council authorized the City Manager, Public Works Director and City Attorney to negotiate the details of the proposed purchase and to make a $67,502.70 fully refundable deposit with CEC to secure the capacity while staff negotiated the final details of the proposal. Since that time staff has been working with CEC to finalize the details of an agreement. During Council's July 19, 2016 meeting, staff and CEC representatives reviewed various purchase and lease purchase options. Based on that review, Council directed staff to finalize an agreement for Council consideration.

The proposed Capacity Commitment Agreement (CCA) would commit the City to purchasing from CEC 400 kW of electrical production from solar panels in an array that CEC will be constructing in 2017. In exchange for this commitment, the City would receive bill credits from Xcel Energy. Under the terms of the agreement, the initial bill credits would be 10% higher than the price of the electricity purchased from CEC. The price of electricity from CEC would increase by 1.90% each year, and the bill credits would change at the same rate Xcel's rates for electricity change. There is no guaranteed savings from the CCA, but based on the 1.90% per year increase in the CEC price, and based on the projection that future electricity rates will increase 2% annually, for 400 kW of production, the CCA would likely generate savings of about $135,000 over 20 years when compared with purchasing electricity directly from Xcel.

The proposed lease purchase agreement is for an additional 198.555 kW of capacity in CEC's Boulder #2 array, at a purchase price of $675,027, financed over 15 years at an initial interest rate of 4.75% through 2018, then dropping to a rate of 3.75% in March 2019 until the remaining principle is paid off. The City may exercise the purchase option without penalty after five years. Section 12-4 of the City Charter authorizes the use of lease-purchase financing if approved by non-emergency ordinance. By leasing the capacity, over 20 years the City would incur roughly $940,000 in lease payments and receive bill credits projected at about $765,000, and renewable energy credits (REC) projected at about $315,000 for total net savings of about $140,000. The bill credits and REC would vary depending on actual electricity rates in effect at the time they are paid. Table A below is a schedule showing the net impact of the bill credits, REC and savings associated with the lease purchase agreement ($140,000) and the related CCA ($135,000) described above. The combined $275,000 figure reflects rounding.

The figures in Table A reflect the assumption that future electricity rates would increase at a rate of 2% annually and the City does not exercise the purchase option. If future rates increase more than 2% annually, or the City exercises the purchase option, savings would be greater. If future rates increase less than 2% annually, savings would be less. If electricity rates go down, the agreements could cost the City more than continuing to buy electricity directly from Xcel without the lease purchase and CCA.

Table A

FINANCING WITH A 15 YEAR LEASE

LEASE Terms & Repayment					Capital Deployed	
			Int Rate Yrs 1-5	4.75%		
$675,027	Purchase Price		Int Rate Yrs 6-15	3.75%	Down Payment	$0
$0	Down Payment	0%	Term (years)	15	Net Cash Generated	$281,175
$675,027	Amount to Finance		Yrs 1-5 Mo. Pymt	($5,430)	Net Gain on Purchase	$281,175
$19,973	Origination Fee		Yrs 1-5 Ann. Pymt	($65,157)		
$695,000	Total Financed*		Yrs 6-15 Mo. Pymt	($5,146)		
* additional Legal fees not included			Yrs 6-15 Ann. Pymt	($61,750)		

Panels	651
Watts	198,555
Net Purchase Price	$675,027

ESTIMATED CASH FLOW WITH A 15 YEAR LEASE

Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	PPA Savings	Net Cash Flow	Cumulative Net Cash Flow	Monthly Net Cash Flow
1/4 Months	$12,352	$6,183	$18,536	($21,719)	$0	($3,183)	($3,183)	($265.27)
2	$37,537	$18,422	$55,959	($65,157)	$5,497	($3,700)	($6,883)	($308.33)
3	$38,022	$18,294	$56,317	($65,157)	$5,619	($3,221)	($10,104)	($268.41)
4	$38,512	$18,167	$56,679	($65,157)	$5,742	($2,735)	($12,840)	($227.96)
5	$39,006	$18,039	$57,045	($62,318)	$5,868	$595	($12,244)	$49.61
6	$39,504	$17,911	$57,415	($61,750)	$5,996	$1,661	($10,583)	$138.43
7	$40,007	$17,783	$57,790	($61,750)	$6,125	$2,166	($8,417)	$180.47
8	$40,514	$17,655	$58,169	($61,750)	$6,257	$2,676	($5,741)	$223.03
9	$41,025	$17,528	$58,553	($61,750)	$6,390	$3,193	($2,548)	$266.12
10	$41,541	$17,400	$58,940	($61,750)	$6,526	$3,717	$1,169	$309.72
11	$42,060	$17,272	$59,332	($61,750)	$6,664	$4,246	$5,415	$353.85
12	$42,584	$17,144	$59,728	($61,750)	$6,803	$4,782	$10,197	$398.50
13	$43,112	$17,017	$60,129	($61,750)	$6,945	$5,324	$15,521	$443.67
14	$43,644	$16,889	$60,533	($61,750)	$7,089	$5,872	$21,394	$489.35
15	$44,180	$16,761	$60,941	($61,750)	$7,235	$6,427	$27,820	$535.54
16/8 Months	$44,720	$16,633	$61,353	($41,167)	$7,383	$27,570	$55,390	$2,297.51
17	$45,264	$16,506	$61,770	$0	$7,533	$69,303	$124,693	$5,775.25
18	$45,812	$16,378	$62,190	$0	$7,686	$69,875	$194,569	$5,822.96
19	$46,364	$16,250	$62,614	$0	$7,840	$70,454	$265,023	$5,871.15
20	$0	$0	$0	$0	$7,997	$7,997	$273,019	$666.40
21	$0	$0	$0	$0	$8,155	$8,155	$281,175	$679.62
Total	$765,761	$318,232	$1,083,993	($938,170)	$135,351	$281,175		

As illustrated in Table A, the likely savings from the CCA (indicated as "PPA Savings" in Table A), and bill credits and REC from the lease purchase agreement would offset the net cost of the lease purchase agreement on the 198.555 kW in slightly less than 10 years. As noted above, the savings are not guaranteed, but anything more a 2% average annual increase in future electricity rates would result in additional savings, and it would take a net drop in electricity rates to significantly offset the overall savings.

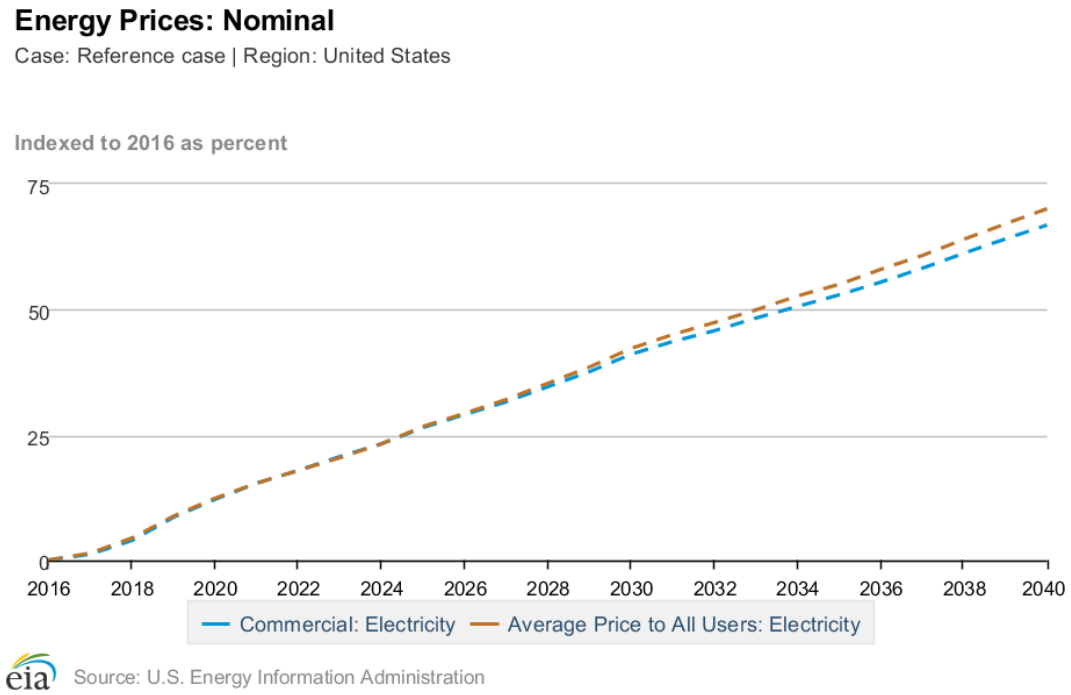
To implement these transactions, the City will enter into or be an assignee on a number of related administrative documents including (i) a Solar Production Agreement relating to City purchase of solar output from the CEC array and sale to Xcel; (ii) a Solar Interest Purchase and Sale Agreement and related Panel Purchase Agreement, relating to the option price for exercise of the option to purchase under the lease-purchase; (iii) an Energy Agency Agreement relating to administration of RECs and bill credits and related issues; (iv) a Co-Location Agreement relating to use and operation of the panels at the Boulder #2 array; and (v) subscriber agreements for administration of the Solar*Rewards Community Program. These and related certificates and other documents will be executed administratively in closing these transactions.

FISCAL IMPACT:
The fiscal impact of entering these proposed agreements depend on the assumptions one makes about the likely future rates for electricity. Assuming that future electricity rates increase at 2% per year, the combined lease purchase and Capacity Commitment agreements would generate net savings over twenty years of about $275,000 when compared with purchasing electricity directly from Xcel. If electricity rates increase more than 2% annually, savings would be greater, and if rates increase less than 2% annually or if the cost of electricity from Xcel goes down, the agreements could cost the City more than continuing to buy electricity directly from Xcel without the lease purchase and Capacity Commitment agreements.

The $67,502.70 fully refundable deposit with CEC authorized by City Council on September 15, 2015 will be refunded by CEC and applied towards the costs of the lease purchase agreement, or refunded and retained in fund reserves if Council declines to approve the proposed agreements.

Table B on the following page shows the U.S. Energy Administration's (EIA) current projection of future energy prices. The current projections from the EIA indicate electricity prices for Commercial users will likely increase an average of 2.1% annually through 2040, and electricity prices for all users will likely increase an average of 2.2% annually through 2040. Projections of likely prices 15 to 20 years from now are obviously subject to great uncertainty, but a net drop in electricity rates seems unlikely, so staff believes the combined agreement satisfies the Council's previous direction to pursue renewable energy agreements that have a payback of 10 years or less.

Table B



RECOMMENDATION:
Approve Resolution No. 38, Series 2016, regarding a Capacity Commitment Agreement with Clean energy Collective for production capacity totaling 400 kW.

Approve Ordinance 1726, Series 2016 an Ordinance approving a lease purchase agreement with Alpine Bank for 198.555 kW of community solar capacity with Clean Energy Collective on 1st Reading and Set the Public Hearing for August 16, 2016.

ATTACHMENT(S):
1. Resolution
2. Capacity Commitment Agreement (including a Solar Production Agreement as Exhibit A)
3. Ordinance
4. Municipal Lease and Option Agreement

RESOLUTION NO. 38
SERIES 2016

A RESOLUTION OF THE CITY OF LOUISVILLE, COLORADO APPROVING A CAPACITY COMMITMENT AGREEMENT AND RELATED AGREEMENTS WITH CLEAN ENERGY COLLECTIVE FOR SOLAR PRODUCTION CAPACITY TOTALING 400 KILOWATTS.

WHEREAS, the City of Louisville, Colorado ("City") is a home rule municipality and political subdivision of the State of Colorado; and

WHEREAS, Clean Energy Collective, LLC, is a Colorado limited liability company (the "Company") and is a Solar Service Provider in the business of developing Solar Energy Facilities that generate solar electricity that is sold to utilities in return for utility bill credits; and

WHEREAS, Xcel Energy (the "Utility") has awarded to Company the right to develop certain Solar Energy Facilities in connection with the Utility's Solar Rewards Community Service program, whereby customers may sell generated solar electricity in return for utility bill credits issued by the Utility ("Solar Bill Credits"); and

WHEREAS, City desires to commit to purchase from Company total nameplate production capacity of 400 kW in one or more or more of Company's Solar Energy Facilities (the "Capacity Commitment Agreement"), as such capacity becomes available and allocated to Customer and in accordance with the terms specified in the Capacity Commitment Agreement; and

WHEREAS, the City Council desires to approve the Capacity Commitment Agreement and authorize the execution of such Agreement and other instruments associated with the City's commitment to purchase 400 kW of production capacity from the Company.

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

Section 1. That certain Capacity Commitment Agreement to purchase from Company total nameplate production capacity of 400 kW in one or more of Company's Solar Energy Facilities, as well as the related Solar Projection Agreement that is Exhibit A in the Capacity Commitment Agreement, a copy of which Capacity Commitment Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Manager, or either of them, is authorized to execute the Capacity Commitment Agreement and related documents, and the Mayor and City Manager, or either of them, are hereby further granted the authority to negotiate and approve such revisions to said Capacity Commitment Agreement and related documents as they determine are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Capacity Commitment Agreement are not altered.

Section 3. The Mayor, City Manager, City Clerk and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the

Capacity Commitment Agreement and related documents, and are further authorized to execute and deliver any and all documents necessary or appropriate to effect the purchase of the solar production capacity under the terms and conditions of said Capacity Commitment Agreement and related documents, including but not limited to execution and delivery of closing documents required by the Capacity Commitment Agreement in connection with fulfilling the terms of the Agreement.

Section 4. All actions heretofore taken (not inconsistent with the provisions hereof) by or on behalf of the City by the officers or agents of the City and relating to the Capacity Commitment Agreement and related documents, are hereby ratified, approved and confirmed.

PASSED AND ADOPTED this _____day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

CAPACITY COMMITMENT AGREEMENT

This Capacity Commitment Agreement (the "Agreement") is effective as of _____, 2016 (the "Effective Date"), by and between Clean Energy Collective, LLC, a Colorado limited liability company (the "Company") and the City of Louisville, CO ("Customer"). Company and Customer are collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the Company is a Solar Service Provider in the business of developing Solar Energy Facilities that generate solar electricity that is sold to utilities in return for utility bill credits;

WHEREAS, Xcel Energy (the "Utility") has awarded to Company the right to develop certain Solar Energy Facilities in connection with the Utility's Solar Rewards Community Service program, whereby customers may sell generated solar electricity in return for utility bill credits issued by the Utility ("Solar Bill Credits");

WHEREAS, Customer desires to commit to purchase from Company total nameplate production capacity of 400 kW in one or more of Company's Solar Energy Facilities (the "Customer Commitment""), as such capacity becomes available and allocated to Customer in accordance with this Agreement;

WHEREAS, each such allocation shall be purchased pursuant to the terms of the agreement attached as Exhibit A (the "Solar Production Agreement"), and incorporated herein by reference;

WHEREAS, Company desires to sell such Production Capacity to Customer as capacity becomes available pursuant to the terms and conditions of such Solar Production Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. If not defined in this Agreement, capitalized terms shall have the meanings set forth in the Net Metering Agreement, unless a different meaning is clearly indicated by the context.
2. Term. Company shall have three (3) years from the Effective Date of this Agreement (the "Fulfillment Period") to allocate up to 400 kW of nameplate Production Capacity in Company's Solar Energy Facilities to Customer, after which time, Company shall not be obligated to allocate and Customer shall not be obligated to enter into any further Net Metering Agreements with respect to the Customer's Commitment, provided however that the rights and obligations of each Solar Production Agreement executed by the parties thereto shall be unaffected by the expiration of the Fulfillment Period

3. The Allocation of Capacity. During the Fulfillment Period, Company shall allocate to Customer from time to time up to 400 kW in aggregate nameplate Production Capacity in various Solar Energy Facilities, by providing to Customer one or more agreements regarding such allocation substantially in the form of the Solar Production Agreement attached hereto. The Seller under each such Agreement may be Company or a Company affiliate, as determined by Company. Customer shall execute such agreement(s) within ten (10) days of receipt thereof. Customer accounts that are eligible to receive Net Metering Credits are listed in Exhibit B. Customer

agrees to take no actions that will cause Customer to be ineligible to be allocated any portion of the Customer Commitment pursuant this Agreement, due to exceeding any limitation applicable to Customer's receipt of billing credits under the terms and conditions of the Utility's Solar Rewards Community Service program.

4. Assignment. Customer shall not assign or transfer this Agreement without the prior written consent of Company, which shall not be unreasonably withheld. Company shall not assign or transfer this Agreement without the prior written consent of Customer which shall not be unreasonably withheld. Notwithstanding the foregoing, Company is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Customer's consent and in its sole discretion, to any entity owned or controlled by Company or under common ownership or control with Company.

5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Colorado, and any legal proceedings shall be brought in state courts of the Commonwealth of Colorado.

6. Notices. In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Company:	Clean Energy Collective, LLC 361 Centennial Parkway, Suite 300 Louisville, Colorado 80027 Attn: Paul Spencer
With a copy by email to:	paul.spencer@easycleanenergy.com
To Customer:	City of Louisville, CO 749 Main St Louisville, CO 80027 Attn: Malcolm Fleming

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

8. Modification and Waiver. This Agreement may be modified, or any provision waived, only by a written instrument signed by both Parties.

9. Authority. The Parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of the respective Party.

10. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

CLEAN ENERGY COLLECTIVE, LLC

By: _____

Name: Paul Spencer

Title: Chief Executive Officer

Date: _____

CUSTOMER

City of Louisville, CO

By: _____

Printed Name: Malcolm Fleming

Title: City Manager

Date: _____

EXHIBIT A

SOLAR PRODUCTION AGREEMENT

(Colorado Local Governmental Units)

This Solar Production Agreement (the "Agreement") is entered into as of _____, 2016 (the "Effective Date") and is by and between _____, LLC, as seller (the "Seller"), and the City of Louisville, CO, as buyer (the "Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

Whereas, Buyer is a Colorado municipality, county, school district, special district or other political subdivision; and

Whereas, Seller has offered to provide to Buyer under this Agreement a means of procuring low-cost electrical energy as utility cost-savings measures under C.R.S. 29-12.5-101 et seq; and

Whereas, pursuant to this Agreement, Buyer can purchase an interest in a solar energy generation installation, and obtain utility credits from the sale of the solar energy generated by such facility so as to decrease Buyer's utility costs; and

Whereas, the Board has received the analysis and recommendations concerning such utility cost-savings measure from a person experienced in the design and implementation of utility cost-savings measure; and

Whereas, the Board has found pursuant to C.R.S. 29-12.5-103 that the amount of money the Buyer would spend on such utility cost-savings measure is not likely to exceed the amount of money the Buyer would save in energy costs over the term of this Agreement; and

Whereas, the Board has found that the obligations entered into by the Buyer under this Agreement shall not cause the total outstanding indebtedness incurred by the Buyer under C.R.S. 29-12.5-103 to exceed the applicable limit set forth in C.R.S. 29-12.5-103(2)(b).

Now therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby mutually agree as follows:

1. <u>Definitions</u>. Under this Agreement, the following terms are defined as follows:

"***Affiliate***" means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

"***Board***" means the governing body of the above referenced Buyer.

"***Buyer's Allocation***" means the Buyer's Production Capacity expressed as a percentage of the entire nameplate capacity of the Solar Energy Facility.

"***Buyer's Production Capacity***" means the amount of Production Capacity purchased under this Agreement, as referenced in Section 2 and Appendix A below.

"***Buyer's Solar Interest***" means the Buyer's Production Capacity and the Buyer's Solar Output, and excludes any Environmental Attributes or Tax Incentives.

"***Buyer's Solar Output***" means the Solar Output of the Solar Energy Facility, multiplied by the Buyer's Allocation.

"***Commercial Operations Date***" means the date on which the Solar Energy Facility generates electric energy on a commercial basis, and the interconnection to the utility's electric grid has been authorized and is functioning with the Utility. Such date shall be specified by Seller either in Attachment A to this Agreement, or by a separate notice provided to Buyer pursuant to Section 6 of this Agreement.

"***Environmental Attributes***" means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Solar Energy Facility, its production capacity and/or electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy credits or renewable energy certificates (each referred to as "RECs") or any similar certificates or credits under the laws of any jurisdiction, including but not limited to Solar RECs, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Solar Energy Facility, its production capacity and/or electricity generation.

"***Facility Meter***" means a revenue-grade meter maintained by Seller at the Solar Energy Facility and used to measure the electricity delivered by the Solar Energy Facility to such meter.

"***Force Majeure***" or "**Force Majeure Event**" means any event or circumstance not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs or other industrial disturbances. A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Notwithstanding the contrary, economic hardship or unavailability of funds shall not constitute a Force Majeure Event of either Party, and any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of Force Majeure by Buyer.

"***Interconnection Agreement***" shall mean the interconnection service agreement(s) entered into with the Utility, which authorizes the interconnection of the Solar Energy Facility to the Utility grid.

"***Interconnection Point***" means the point at which the Utility takes delivery of generated electrical output from the Solar Energy Facility.

"***kWh"*** means kilowatt hour.

"***Production Capacity***" means the nameplate of the entire Solar Energy Facility, as listed in Appendix A hereto.

"***Production Month***" means a monthly period during which electricity is delivered from the Solar Energy Facility to the Interconnection Point, occurring after the Commercial Operations Date and before the end of the Term.

"***Program***" means the Utility's Solar Rewards Community Service Program whereby customers may sell generated electricity to the Utility pursuant to the terms and conditions of the Utility's Colorado PUC No. 7 Tariff, Schedule SRCS, as amended from time to time with the Colorado Public Utilities Commission (the "CPUC"), or such other power purchase agreement, tariff and/or other agreement(s) selected by Seller from time to time for sale of Buyer's Solar Output.

"***Solar Bill Credit***" means the bill credit calculated by the Utility pursuant to the terms and conditions of the Program.

"***Solar Energy Facility***" shall mean the photoelectric solar generation facility described in Appendix A.

"***Solar Output***" means the total amount of electricity generated by the Solar Energy Facility and delivered to the Utility at the Interconnection Point from the Commercial Operations Date until the end of the Term, expressed in terms of kilowatt hours ("kWh") on a monthly or other basis.

"***Tax Incentives***" means any tax credits, incentives or depreciation allowances established under any federal or state law, including without limitation investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facility or the output generated by the Solar Energy Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated, bonus or other depreciation.

"***Term***" shall have the meaning set forth in Section 6.

"***Utility***" means Xcel Energy.

"***Utility Account***" means Buyer's account with the Utility for utility services at the Utility Service Location.

"***Utility Service Location***" means the premises at which Buyer receives utility services from the Utility under the Utility Account.

2. **Buyer's Production Capacity and Buyer's Solar Output.** Under this Agreement, the Buyer purchases the Buyer's Production Capacity and the Buyer's Solar Output associated therewith (collectively referred to as "Buyer's Solar Interest"). The Buyer's Production Capacity purchased under this Agreement is from particular solar panels (the "Selected Solar Panels") located in the Solar Energy Facility. The Selected Solar Panels shall represent a nameplate capacity equal to ___% of the total nameplate capacity of the Solar Energy Facility, rounded to the nearest full panel. Within 30 days of the Commercial Operations Date, CEC shall notify Buyer of the serial number, nameplate capacity and other identifying information for each of the Selected Solar Panels. Buyer acknowledges that the Utility limits the amount of Production Capacity available to Buyer under this Agreement, as more fully set forth in Section 4 hereto.

3. **Sale of Buyer's Solar Output to Utility**. The Utility currently offers the Program whereby customers can sell generated electricity to the Utility pursuant to the terms of the Program. Seller agrees to assist Buyer with such sale as detailed more fully in this Section 3 below.

3.1. Delivery of Buyer's Solar Output. In connection with the Program, beginning upon the Commercial Operations Date and continuing monthly until the end of the Term, Seller hereby agrees to deliver the Buyer's Solar Output to the Utility at the Interconnection Point, and to provide to the Utility the information requested by the Utility (the "Bill Credit Information") to calculate the Solar Bill Credits payable to the Buyer under the Program based upon the delivery of the Buyer's Solar Output for such month to the Utility.

3.2. Bill Credit Information. Bill Credit Information includes, but is not limited to the Buyer's name, address, the Buyer's Utility Service Location, the Utility Account numbers associated with the Utility Service Location, the nameplate capacity of the Selected Solar Panels, and the Buyer's Solar Output. Seller agrees to be, and Buyer hereby appoints Seller, as Buyer's exclusive representative for submitting Bill Credit Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. This authorization does not restrict Buyer from communicating with, instructing or directing the Utility with respect to other matters pertaining to electric service at the Utility Service Location, or asking the Utility questions regarding Buyer's participation in the Program. In addition, Buyer hereby authorizes the Utility to release to Seller the consumption and other account information of Buyer to help Seller to carry out the terms of this Agreement and the Program, and agrees to

execute any documents that either Seller or the Utility may request to permit the release of such information.

3.3. Sale of Buyer's Solar Output. Buyer hereby appoints Seller, as Buyer's exclusive representative with full power and authority to deliver, assign, transfer, and sell all of Buyer's Solar Output in connection with the Program, and to enter into, administer, and enforce on Buyer's behalf any agreements related to such delivery, assignment, transfer and sale. For this purpose, Buyer hereby waives, relinquishes, and quitclaims any right, claim, and interest in the Solar Output and associated Environmental Attributes, and agrees to execute any additional documents and instruments needed by Seller to effect or evidence the transfer of the Solar Output to the Utility.

4. Program Limits and Other Acknowledgments Regarding Program. In connection with this Agreement, Buyer acknowledges that:

4.1. The Program imposes a limit (listed as the Program Limit in Appendix C) which restricts the total photoelectric generating capacity which Buyer may have under the Program, whether purchased under this Agreement or otherwise, and Buyer agrees that Seller is not obligated to request, and that the Utility is not obligated to make, any payment or Solar Bill Credit to the extent Buyer's photoelectric generating capacity exceeds those limitations. Buyer acknowledges that the limitations set forth in Appendix C are derived from the Program, and that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.

4.2. Solar Bill Credits are calculated solely by the Utility under the Program, and are subject to Program terms and conditions. Buyer acknowledges and agrees that Seller's sole obligation regarding payments to Buyer is to request and use commercially reasonable efforts to require Utility to make Solar Bill Credits.

4.3. The duration, terms and conditions of the Program, including the rate used to determine Solar Bill Credits, are subject to the sole and exclusive control of Utility and/or the CPUC, and that Seller has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as Solar Bill Credits.

4.4. Buyer must be and remain a customer of the Utility for electric service throughout the Term of this Agreement, and be in conformance with the requirements of this Agreement and the Utility.

5. Environmental Attributes and Tax Incentives Excluded. Buyer acknowledges and agrees that Buyer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Solar Energy Facility, and Buyer agrees that Buyer will not claim the Environmental Attributes or Tax Incentives associated with the Solar Energy Facility and will promptly execute any additional documents and/or authorizations as Seller may request to assist any Seller in retaining, or in delivering to the Utility or to another third party, such Environmental Attributes and/or Tax Incentives, as determined by Seller.

6. Commercial Operations Date, and Term. If the Commercial Operation Date is not known by the Effective Date of this Agreement, Seller will provide Buyer with notice of the Commercial Operation Date once known. The Term of this Agreement begins upon the Effective Date, and ends 20 years after the Commercial Operations Date unless this Agreement in terminated earlier in accordance with its terms and conditions, in which case the Term shall end upon such early termination. The period from the Commercial Operations Date until the 20th anniversary thereof is referred to herein as the "Scheduled Term".

7. Payment to Seller.

7.1. Buyer acknowledges that in order to bill on a more timely basis, the measurement of the electricity produced by the Solar Energy Facility shall be based upon Seller's meter readings at the Facility Meter.

7.2. In this regard, Buyer shall make monthly payments to Seller under this Agreement in an amount (the "Monthly Payment Amount") equal to (i) the Buyer's Allocation of the amount of electricity delivered by the Solar Energy Facility to the Facility Meter during a Production Month, multiplied by (ii) the price per kWh in effect during the year in which the Production Month occurs as set forth in the Appendix B Price List.

7.3. The Monthly Payment Amount shall be due by the sixtieth (60th) day after the end of the Production Month. Seller shall provide Buyer with an invoice showing the Monthly Payment Amount within thirty (30) days following the end of the Production Month.

7.4. The Monthly Payment Amount does not include taxes. The term "taxes" includes any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges, which shall be Buyer's responsibility, but does not include any income taxes imposed on Seller's revenues due to the sale of Buyer's Solar Interest to Buyer under this Agreement, which income taxes are solely Seller's responsibility.

7.5. Any payment due Buyer under this Agreement but not paid when due shall bear interest from the due date until paid at the rate of 1.5% percent per month, or the highest rate allowed by law, whichever is lower.

7.6. This Agreement is subject to Colorado Revised Statutes Section 29-12.5-103 as an exception to debt limitations. Should a court determine that such section does not apply to this Agreement, then payment obligations in future fiscal years are subject to annual appropriation and nothing herein shall constitute or give rise to an indebtedness or multi-fiscal year obligation within the meaning of any constitutional, statutory, or home rule debt limitation.

8. Operations and Maintenance of the Solar Energy Facility. Beginning on the Commercial Operations Date through the end of the Term, Seller will be responsible for the operation and maintenance of the Solar Energy Facility, as follows:

8.1. Operations and Maintenance Services. Seller will operate the Solar Energy Facility, and provide customary maintenance services designed to keep the Solar Energy Facility in good working condition. Seller will use qualified personnel to perform such services in accordance with industry standards, and will pay such persons reasonable compensation for performing such services. Seller will initially appoint or have appointed Energy Equipment Limited as property manager to operate and maintain the Solar Energy Facility.

9. Change of Utility Service Location.

9.1. Providing Advance Notice. Buyer agrees to provide Seller with ninety (90) days advance notice of any change which may cause Buyer to not be the Utility's customer for the Utility Service Location.

9.2. New Location Within Utility Service Territory. Buyer agrees that if Buyer shall cease to be Utility's customer at the Utility Service Location and within thirty (30) days thereof move to a new location within the service territory of Utility, that Buyer will take all steps and provide all information required by Utility under the Program to substitute Buyer's new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. Buyer acknowledges that if the Utility Service Location or any new service location exceeds the Program Limit set forth in Schedule C or otherwise does not comply with the Utility's requirements, Buyer's ability to participate in the Program may cease or be limited in accordance with Program requirements.

9.3. Other Termination of Utility Service. If Buyer ceases to be a Utility customer for electric service at the Utility Service Location and does not comply with Section 9.2 within the time period set forth in therein, then Buyer will continue to pay Seller the Monthly Payment Amount until end of

the Scheduled Term; provided however, that if the Seller finds a substitute buyer for Buyer's Solar Output, which buyer is satisfactory to Seller in Seller's sole discretion, including without limitation such buyer's creditworthiness, then Buyer shall not be responsible to pay Seller for Monthly Payment Amounts which correspond to Production Months occurring from and after the date Seller and such substitute buyer shall enter into a Solar Production Agreement in regard to Buyer's Solar Output, In the event that this Agreement is terminated by Buyer prior to the end of the Selected Term, the amount due under this Section 9.3 shall be accelerated as of the date of such termination.

10. Seller's General Agreements. In connection with this Agreement, Seller agrees that Seller at all times shall perform Seller's obligations under the Program, and that Seller will exercise commercially reasonable efforts to maintain the Program in effect for the Term of this Agreement.

11. Buyer's General Agreements. In connection with this Agreement, Buyer agrees that:

11.1. Buyer will provide to Utility all applications, documentation and information required by Utility and otherwise to qualify Buyer to participate in the Program.

11.2. Buyer has not transferred, assigned or sold any interest in the Solar Energy Facility, or in the Production Capacity, Solar Output, Environmental Attributes or Tax Incentives to any other person or entity, and will not do so during the Term of this Agreement. Buyer has not provided to any other person or entity any of the authority granted to Seller under this Agreement and will not do so during the Term of this Agreement.

11.3. Buyer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Selected Solar Panels, Buyer's Production Capacity, Solar Output, Environmental Attributes or Buyer's Solar Interest, and will not do so during the Term of this Agreement.

11.4. Buyer understands that the Buyer's Production Capacity and Solar Output will vary from time to time based upon solar availability, weather, seasonality, degradation and other conditions, and that the Expected Annual Production of the Selected Solar Panels is an estimate of solar panel capability under ideal conditions, which may not occur.

11.5. Buyer understands that Seller has not guaranteed or made any representations or warranties that the operation of the Solar Energy Facility will be uninterrupted or error free, or any minimum Solar Output or Solar Bill Credits shall be obtained.

11.6. Buyer agrees to keep its Utility account for the Utility Service Location in active status, and to pay on a current basis such amounts as may be due the Utility in connection with such account. Buyer shall make no claim against Seller or Seller's affiliates or assigns for amounts which may be payable to Buyer from the Utility under the Program or in connection with this Agreement.

12. Events of Early Termination.

12.1. Material Events. The Term of this Agreement shall be subject to early termination by Seller based upon any of the following events ("Material Events"),:

(a) At such time as the Utility ceases to offer the Program or a comparable substitute.

(b) In the event that the Commercial Operations Date has not occurred for the Facility within one year of the Effective Date hereof.

12.2. Termination for Material Event. From and after the occurrence of any Material Event, Seller and Buyer shall each have the right, but not the obligation, to terminate this Agreement on the basis of such Material Event, and any such termination shall be effective upon the date which the party electing termination provides, in accordance with Section 16, written notice of such

termination to the other party. The Parties agree that neither the occurrence of a Material Event nor termination of this Agreement in accordance with this Section for a Material Event shall be considered to be a default or breach under this Agreement.

13. Events of Default; Termination for Default

13.1. Buyer Default. Each of the following events will constitute a default on the part of Buyer (a "Buyer Default"):

(a) Except as otherwise expressly permitted of Buyer in this Agreement, Buyer terminates this Agreement before the end of the Term.

(b) Buyer fail to pay any amount due under this Agreement when due, and such failure continues for an additional ten (10) days after such amount is due.

(c) Buyer breaches any warranty or representation of Buyer set forth in this Agreement, or fails to perform any material obligation of this Agreement (other than failure to pay), and such breach or failure is not cured by Buyer within thirty (30) days after Buyer receives written notice of such breach or failure from Seller, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Buyer (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

(d) Buyer institutes or consents to any proceeding in bankruptcy pertaining to Buyer or its property; or fails to obtain the dismissal of any such proceeding within thirty days of filing; or a receiver, trustee or similar official is appointed for Buyer or a substantially all of Buyer's property or assets; or such property or assets become subject to attachment, execution or other judicial seizure; or Buyer is adjudicated to be insolvent.

(e) Buyer attempts to claim any RECs, Environmental Attributes or Tax Incentives in connection with the Solar Energy Facility or Buyer's Solar Interest.

13.2. Seller Default. Each of the following events will constitute a default on the part of Seller (a "Seller Default") provided there is no concurrent Buyer Default:

(a) Seller breaches any warranty or representation of Buyer set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Seller within thirty (30) days after Seller receives written notice of such breach or failure from Buyer, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Seller (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

13.3. Buyer's Remedies in Case of Seller's Default. If a Seller Default occurs and is continuing after the expiration of the cure period applicable thereto, then, Buyer may terminate this Agreement by written notice to Seller without further obligation other than to pay the Monthly Payment for all Production Months (or partial Production Months) occurring prior to the date of such written notice from Buyer.

13.4. Seller's Remedies in Case of Buyer's Default. If a Buyer Default occurs and is continuing after the expiration of the cure period applicable thereto, Seller shall be entitled to terminate this Agreement for breach, and/or to seek such remedies as are available to Company at law or in equity including specific performance.

14. Force Majeure. Except as specifically provided herein, if by reason of Force Majeure, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party (the "Affected Party") shall not be deemed to be in default during the continuation of such inability,

provided that: (i) the Affected Party, within two (2) weeks after being affected by the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the Force Majeure event shall be excused as a result of the occurrence thereof; and (iv) the Affected Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

15. Assignment.

15.1. Assignment by Buyer. Buyer may not assign this Agreement or Buyer's Solar Interest without Seller's prior written consent, which shall not be unreasonably withheld.

15.2. Assignment by Seller. Seller may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Buyer's consent.

15.3. Collateral Assignment.

(a) General. Seller shall be entitled to collaterally assign, pledge, grant security interests in, or otherwise encumber its rights and interests in this Agreement to one or more entities providing financing (hereinafter "Lender") without further consent of Buyer. Buyer agrees to reasonably cooperate with Seller and its Lender in connection with such financing, and to provide such information and acknowledgements as Seller or its Lender may reasonably request within ten (10) days of any such request therefor.

(b) Notices to Lenders. From time to time, Seller or its Lender may provide Buyer with written notice of any Lender to which interests have been granted pursuant to Section 15.3(a) above. As a precondition to exercising any rights or remedies related to any default by Seller under this Agreement, Buyer shall give written notice of the default to Lender at the same time it delivers notice of default to Seller, including the specifics of any such default. Lender shall have the same amount of time to cure the default under this Agreement as is given to Seller hereunder, and the same right as Seller to cure any default. The cure period for Lender shall begin to run upon the date Lender receives such written notice from Buyer. Failure of Buyer to provide Lender with such notice shall not diminish Buyer's rights against Seller, but shall preserve all rights of Lender to cure any default.

(c) Right to Cure Defaults; Substitution. To prevent termination of this Agreement, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. In the event of an uncured default by Seller, or in the event of a termination of this agreement by operation of law or otherwise, Lender shall have the right, but not the obligation, to substitute itself for Seller under this Agreement, or (ii) to require Buyer enter into a new agreement with Lender substantially identical to this Agreement for a period equal to the duration of the Scheduled Term of this Agreement.

16. Notices. In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Seller: [FACILITY SPV NAME]
[FACILITY SPV ADDRESS]
Attn: Manager
Fax No.: [FACILITY SPV FAX NUMBER]

To Buyer: As set forth in Appendix A.

17. **Reporting and Marketing.** Buyer authorizes Seller and Seller's Affiliates to use Buyer's name and the nameplate capacity allocated to Buyer hereunder (such information referenced herein as Buyer's "Customer Information") for reporting purposes, such as official reporting to governmental authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that Seller or Seller's Affiliates generate or distribute. Seller agrees that following written notice from Buyer to opt out of Seller's marketing program, Seller will no longer identify Buyer by name in Seller's marketing materials. Under no circumstances, except as required by law and as otherwise provided in this Agreement, will Seller release or otherwise publish any information collected from Buyer other than the above Customer Information.

18. **Applicability of Open Records Act**. The parties acknowledge and agree (a) that Buyer is required to comply with the Colorado Open Records Act, and (b) that the terms of this Agreement contain and constitute confidential and privileged market information and trade secrets of Company, which if disclosed to Company's competitors could harm the Company. The Customer agrees to not disclose the terms hereof to any other entity or person, except as may be required under the Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Open Records Act.

19. **Governmental Immunity**. Buyers and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to Customer and its officers, attorneys or employees, as applicable hereto.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

21. **Additional Agreements**.

    21.1. Authority. Each Party represents and warrants that it has full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of that Party.

    21.2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement and the schedules and exhibits hereto, may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

    21.3. Modification and Waiver. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successor(s) in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. .

    21.4. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law.

    21.5. Survival. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 3.2, 3.3, 4, 5, 7, 15, 16, 17, 18, 19, and 21.

21.6. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

21.7. Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

21.8. No Partnership. Nothing contained in this Agreement will constitute either party to this Agreement as a joint venturer, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation Buyer's obligations to the Utility for electric service.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

SELLER		BUYER	
[FACILITY SPV NAME]		City of Louisville, CO	
By:	[FACILITY SPV SIGNATURE]	By:	_____
Name:	[FACILITY SPV MANAGER]	Name:	Malcolm Fleming
Title:	Manager	Title:	City Manager
Date:	[SIGNATURE DATE]	Date:	_____

List of Exhibits to Agreement

Appendix A – Solar Energy Facility

Appendix B – Price List

Appendix C – Program Limits

Appendix A
Buyer and Facility Information

Commercial Operations Date:

Effective Date:

Buyer's Allocation:

Estimated initial annual amount of Buyer's Solar Output ("Estimated Initial Annual Production"):

Buyer's Production Capacity:

Facility Location:

Facility Name:

Facility Company Name:

Email:

Fax:

Tel:

Initial Meter # for Crediting:

Utility Service Location:

Buyer's Name(s):

Appendix B
Price List

The following is the Price List referenced in Section 7.2 of the Agreement:

Year	Price per kWh
2017	0.06144
2018	0.06261
2019	0.06380
2020	0.06501
2021	0.06625
2022	0.06751
2023	0.06879
2024	0.07010
2025	0.07143
2026	0.07278
2027	0.07417
2028	0.07558
2029	0.07701
2030	0.07848
2031	0.07997
2032	0.08149
2033	0.08303
2034	0.08461
2035	0.08622
2036	0.08786

Buyer acknowledges that the foregoing Price List sets forth a fixed price per kWh for each of the years listed above, and includes a 1.90% annual escalator.

Buyer further acknowledges that the foregoing Price List is intended to fix the price paid by Buyer per kWh in connection with the Monthly Payment Amounts under this Agreement.

Seller does not warranty or represent the accuracy of the foregoing Price List. The Utility shall set future rates in accordance with Section 12 of the Settlement Agreement Regarding Public Service Company of Colorado's Implementation of its 2014-2016 Community Solar Gardens Program as approved on _____.

Buyer has undertaken an independent evaluation of the Price List, and has determined that the Price List is reasonable for purposes of calculating the Monthly Payment Amounts under this Agreement, and agrees that Buyer shall not assert, and hereby waives, claims challenging the validity or use of the Price List in connection with the Monthly Payment Amounts due from Buyer under this Agreement.

Appendix C
Program Limit

The Program Limit under this Agreement is equal to 120% of Buyer's Maximum average annual electric power consumption at the Utility Service Location.

Buyer agrees that the Estimated Initial Annual Production as set forth in Appendix A shall not exceed the Program Limit.

In addition, Buyer acknowledges that the benefit Buyer receives from Buyer's Solar Interest can be reduced if Buyer's Utility Service Location is eligible for solar energy credits or net-metering based upon solar electricity generating equipment other than Buyer's Solar Interest in the Solar Energy Facility. In this regard, the Program Limit shall apply based upon the Buyer's Production Capacity plus the capacity of such other solar electricity generating equipment, taken together.

EXHIBIT B

Customer Account Information

Customer accounts that are authorized to receive allocations of Production Capacity from Company's Solar Energy Facilities are listed below:

Account Name: _____

Utility: _____ Account Number: _____

Account Address: Street Address, City, State Zip Code

Maximum Nameplate Production Capacity to be allocated: _____kW DC

Account Name: _____

Utility: _____ Account Number: _____

Account Address: Street Address, City, State Zip Code

Maximum Nameplate Production Capacity to be allocated: _____kW DC

Account Name: _____

Utility: _____ Account Number: _____

Account Address: Street Address, City, State Zip Code

Maximum Nameplate Production Capacity to be allocated: _____kW DC

ORDINANCE NO. 1726
SERIES 2016

AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS

WHEREAS, the City of Louisville, Colorado ("City") is a home rule municipality and political subdivision of the State of Colorado (the "State"); and

WHEREAS, the City Council of the City (the "Council") wishes to participate in the Boulder County Community Solar Array #2 with the acquisition of 651 solar panels therein (collectively, the "Project"); and

WHEREAS, to finance the Project, the Council now desires to cause Alpine Bank (the "Bank") to purchase certain solar panels (the "Leased Property") and further desires to lease the Leased Property from the Bank, subject to annual appropriation by the Council, with an option to purchase the Leased Property, pursuant to a Lease Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Council is authorized to enter into the Lease to lease from the Bank, with an option to purchase the same, the Bank's interest in the Leased Property as provided in such Lease, pursuant to Section 12-4 of the City Charter and state law, including C.R.S. § 31-15-801 et seq.; and

WHEREAS, the Lease shall expire on December 31 of any City fiscal year (a "Fiscal Year") if the City has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Rentals Payments (as defined in the Lease), and shall not constitute a mandatory charge or requirement against the City in any ensuing budget year unless the City decides to renew the Lease by appropriating the necessary such amounts; and

WHEREAS, in order to implement the transactions described above, the Council desires (a) to authorize and approve the execution and delivery by the City of, and the performance by the City of its obligations under, the Lease and certain other documents described herein; and (b) to authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters.

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

Section 1. The Council hereby: (a) approves the leasing of the Leased Property from the Bank pursuant to the Lease in exchange for the payment of Rental Payments as provided in the Lease, (b) approves the Lease, which is presented to the Council in connection with the adoption of this Ordinance in substantially final form; (c) authorizes the Mayor of the City, the Mayor Pro Tem, the City Manager, the Deputy City Manager, and the Finance Director, and all other appropriate officers and employees of the City to execute and deliver the Lease in the form

appended hereto with such changes and modifications as are deemed necessary by the City Attorney; and (d) authorizes and directs the performance by the City of its obligations under the Lease in the respective forms in which they are executed and delivered.

Section 2. The Council hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the City set forth in the Lease.

Section 3. The officers, employees and agents of the City are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of such related agreements, documents and instruments necessary or appropriate to the performance of the Lease and transactions contemplated in connection therewith, and execution and delivery of such certificates as may reasonably be required by the Bank, relating to, among other matters, the absence of litigation, pending or threatened, and expectations and covenants relating to the exclusion from gross income for federal income tax purposes of the portion of Rental Payments which is designated in the Lease as interest, and any actions and the execution and delivery of any documents necessary or convenient to accomplish the conveyance of the Leased Property to, and acquisition of the Leased Property by, the Bank.

Section 4. All actions previously taken by the Council and the officers, employees and agents of the City which are directed toward the transactions described herein or in the documents referred to herein and which are not inconsistent herewith are hereby ratified, approved and confirmed.

Section 5. All bylaws, orders, resolutions, and other instruments, or parts thereof, that are in conflict with this Ordinance are hereby repealed, but only to the extent of such conflict. This repealer shall not be construed to revive any bylaw, order, resolution, or other instrument, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this Ordinance or any of the documents referred to herein (other than provisions as to the Rental Payments by the City during the Lease term, including the requirement that the obligations of the City to pay Rental Payments under the Lease are conditioned upon the prior appropriation by the City of amounts for such purposes in accordance with the requirements of the laws of the State, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease and provisions for the transfer of the Leased Property to the City or its designee) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. This Ordinance may be amended only with the prior written consent of the Bank.

Section 8. The City's obligations under the Lease shall be annually renewable by the City and expressly subject to annual appropriation by the Council, and such obligations under the Lease shall not constitute a general obligation of the City or indebtedness within the meaning of

the Constitution and laws of the State of Colorado. The Lease does not create a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution.

Section 9. The Lease will not cause the City to exceed its spending limits under Section 7, Article X, Section 20 of the Colorado Constitution.

Section 10. It is hereby expressly declared that except as expressly provided in Section 6 hereof, all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 11. This Ordinance shall be in full force and effect thirty (30) days after final publication, following final passage. This Ordinance shall be recorded in a book kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in accordance with law.

Introduced, read by title, and passed this ___ day of August 2016 by City Council, City of Louisville, Colorado, signed by the Mayor, and ordered published in full in the Boulder Daily Camera, a newspaper of general circulation in the City of Louisville, Colorado, in accordance with the City Charter.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Light Kelly, P.C.
City Attorney

Introduced, read by title, and passed on second and final reading on the _____day of August, 2016, signed by the Mayor and ordered published by title in the Boulder Daily Camera, a newspaper of general circulation in the City of Louisville, Colorado, in accordance with the City Charter.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

COMMENCEMENT DATE: _____, 2016

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Alpine Bank and its Successors and Assigns
1777 Wynkoop Street
Denver, CO 80202

LESSEE: The City of Louisville, Colorado
749 Main Street
Louisville, CO, 80027

This Municipal Lease and Option Agreement (this "Agreement") entered into between Alpine Bank and its successors and assigns (the "Lessor"), and the City of Louisville, Colorado (the "Lessee"), a body corporate and politic duly organized and existing under the laws and the Constitution of the State of Colorado (the "State") and the Lessee's charter.

RECITALS:

WHEREAS, the Lessee has previously entered into a Community Solar Interest Purchase and Energy Agency Agreement (the "CEC Agreement") dated as of _____, 2016, set forth as Exhibit F attached to this Agreement, pursuant to which the Lessee is participating in a solar array project in Boulder County, Colorado, which project is described in Exhibit D hereto (the "Solar Project"); and

WHEREAS, to finance the Solar Project, the Lessee desires to assign all right, title and interest in the CEC Agreement (the "Interests") to the Lessor and the Lessee desires to lease the Interests from the Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Lessee is authorized under the constitution and laws of the State to enter into this Agreement; and

WHEREAS, the Lessee has delivered or has caused delivery of the following items to the Lessor: (i) a true and correct copy of Ordinance No. _____, Series 2016 (the "Ordinance"), set forth as Exhibit A attached to this Agreement, (ii) an opinion or opinions of counsel to the Lessee, substantially in the form set forth as Exhibit B attached to this Agreement, with only such changes acceptable to the Lessor, (iii) the certificate of the Lessee set forth as Exhibit C attached to this Agreement, and (iv) all other conditions set forth herein for the entry by the parties hereto have been satisfied;

WHEREAS, the parties herein anticipate that upon execution of this Agreement, Lessor intends to assign its rights and interests under this Agreement to Alpine Bank;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES OF THE LESSEE

Section 1.01. Representations and Warranties of the Lessee. The Lessee represents and warrants, for the benefit of the Lessor and its assignees, as follows:

(a) The Lessee is a public body, corporate and politic, duly organized and existing under the laws and Constitution of the State and the Lessee's charter.

(b) The Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) The Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(d) The Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the Ordinance and further represents, covenants and warrants that all requirements have been met and procedures have occurred, in order to ensure the enforceability of the Agreement, and the Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by the Lessee of the Interests thereunder.

(e) The Interests (as hereinafter defined) will have a useful life in the hands of the Lessee that is in excess of the Lease Term.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"*Agreement*" means this Municipal Lease and Option Agreement with its Exhibits, which Exhibits are attached hereto and incorporated herein by reference.

"*Commencement Date*" is the date when the term of this Agreement begins and the Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"*Facility*" means, together, the two solar farm facilities located in Boulder County, Colorado, which are the subject of the Community Solar Interest Purchase and Energy Agency Agreement dated as of _____, 2016 by and between the Lessor and CEC Solar.

"*Interests*" means all rights, title and interest in the CEC Agreement including, but not limited to, the rights relating to 651 solar panels at the Facility.

"*Lease Term*" means the period beginning with the Commencement Date and continuing until terminated pursuant to Section 4.01.

"*Purchase Price*" means the amount set forth and so titled in Exhibit E hereto which the Lessee may pay to the Lessor to purchase the Interests as provided under Section 11.01.

"*Rental Payments*" means the basic rental payments payable by the Lessee pursuant to Exhibit E attached to this Agreement.

"*Solar Project Agreements*" means the CEC Agreement and any other related agreements pertaining to the construction, use, operation or maintenance of the Facility.

"*Solar Project*" means the contractual and property rights in the Facility described in Exhibit D and which is the subject of this Agreement, and any and all additions thereto, attachments or accessions thereto and substitutions thereof permitted by this Agreement.

"*State*" means the State of Colorado.

"*Vendor*" means, together, CEC Solar #1025, LLC, which is the seller, builder, and/or supplier of various elements of the Solar Project.

ARTICLE III

LEASE OF INTERESTS

Section 3.01. Lease of Interests. The Lessee hereby assigns the Interests to the Lessor and the Lessor hereby demises, leases and lets to the Lessee, and the Lessee rents, leases and hires from the Lessor, the Interests, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Each party hereto acknowledges and represents that to the best of its knowledge, the CEC Agreement is assignable under their terms and is free and clear of all liens and other encumbrances thereon.

Section 3.02. Use of Funds. On the Commencement Date, the Lessor shall wire transfer the amount of $675,027 to the Lessee (constituting the principal funded of $695,000.00 minus origination fees of $19,973) to be applied by the Lessee solely to (a) pay Vendor its contracted cost pursuant to the terms of the CEC Agreement and (b) reimburse the Lessee in an amount not to exceed $695,000 for its deposit with Vendor with respect to the CEC Agreement.

ARTICLE IV

LEASE TERM

Section 4.01. Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term shall commence as of the Commencement Date and end on September 30, 2031. The Lease Term will terminate upon the first to occur of: (a) the exercise by the Lessee of the option to purchase the Interests under Article XI; (b) the Lessor's election to terminate this Agreement upon a default under Article XIII; (c) the payment by the Lessee of all sums required to be paid

by the Lessee hereunder; or (d) the occurrence of an Event of Non-appropriation in accordance with Article VI, Section 6.05.

ARTICLE V

ENJOYMENT AND USE OF INTERESTS

Section 5.01. Quiet Enjoyment. The Lessor hereby agrees not to interfere with the Lessee's quiet use and enjoyment of the Facility (to the extent the Lessee has such rights pursuant to the CEC Agreement) or with the Lessee's economic benefit derived from the CEC Agreement so long as no Event of Default has occurred and is continuing. Without limiting the generality of the foregoing, during the Lease Term, the Lessor shall not encumber the Interests in any manner which would interfere with the Lessee's quiet use and enjoyment of the Facility or with the Lessee's economic benefit derived from the CEC Agreement.

Section 5.02. Use of the Interests. During the Lease Term, the Interests will be used by the Lessee only for the purpose set forth in Exhibit C attached to this Agreement or, subject to Article X of this Agreement, performing one or more other governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority; provided, however, the Lessee shall have the right to sublet or allow other uses or users of the Interests to the extent permitted by Section 12.02.

Section 5.03. Right of Inspection. During the Lease Term, the Lessor and its officers, employees and agents shall have all rights of inspection of the Facility to the extent the Lessee has such rights pursuant to the CEC Agreement.

Section 5.04. Disclaimer of Warranties. The Lessor makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Interests or the Facility, or any other warranty with respect thereto, and, as to the Lessor, the Lessee leases the Interests "as is". In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement, or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. Vendors Warranties. To the extent such claims and rights have not been previously asserted, each party to this Agreement may assert claims and rights that the other party may have against any Vendor of any portion of the Facility.

ARTICLE VI

RENTAL PAYMENTS

Section 6.01. Rental Payments. During the Lease Term, the Lessee shall pay Rental Payments, in immediately available funds, in the amounts and on the due dates set forth in Exhibit E attached to this Agreement, to a Lessor designated account at a bank located within the United States of America as directed in writing by the Lessor to the Lessee at least ten business days prior to any such due date. Lessor hereby designates that Rental Payments shall initially be

sent electronically to Alpine Bank, ABA# 102103407, GL Acct# _____ Attn: Matt Teeters Reference: Louisville until otherwise directed by the Lessor or its Assignee. The Lessee shall pay Rental Payments to the Lessor as aforesaid without notice. The obligation of the Lessee to pay Rental Payments hereunder is a current expense of the Lessee and not a debt of the Lessee in contravention of any applicable limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the Lessee. No provision of this Agreement is intended, directly or indirectly, (i) to create an obligation of the Lessee to make any Rental Payment or to pay any other amount hereunder in any fiscal year in excess of moneys appropriated by the Lessee for such purpose in such fiscal year, (ii) to create a debt or multiple fiscal-year direct or indirect debt or other financial obligation whatsoever of the Lessee with the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any constitutional or statutory limitation or provision applicable to this Agreement, (iii) to delegate governmental powers of the Lessee, (iv) to make a loan or to pledge the credit or faith of the Lessee or to make the Lessee responsible for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution, or (v) to make a donation or a grant by the Lessee to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution.

Section 6.02. Interest and Principal Components. A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal. Exhibit E attached to this Agreement sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.03. Rental Payments to be Unconditional. Except as provided in Article IV and this Article VI, the obligations of the Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, notwithstanding any dispute between the Lessee and the Lessor, any Vendor or any other person. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04. Continuation of Lease Term by the Lessee. Subject to Sections 6.01 and 6.05, the Lessee intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. Non-appropriation. Notwithstanding any provision of this Agreement to the contrary, (i) payment of Rental Payments and any other amounts by the Lessee under this Agreement will constitute currently appropriated expenditures of the Lessee and may be paid only from legally available funds appropriated by the Lessee for payment thereof; (ii) the Lessee's obligations under this Agreement will be subject to its annual right to terminate this Agreement upon the occurrence of an Event of Non-appropriation; and (iii) the Lessee will be under no obligation to exercise its option to purchase the Interests pursuant to Section 11.01 hereof. An Event of Non-appropriation shall be deemed to have occurred if: (a) on December 31 in any fiscal year of the Lessee, sufficient funds are not appropriated by the Lessee for the Rental Payments due in the ensuing fiscal year, (b) by any date in a fiscal year on which the sum of the Rental Payments and other amounts are due hereunder exceeds the amount that the Lessee has appropriated for the payment thereof and any other lawfully available moneys available for the payment thereof, the Lessee shall have at such time not appropriated additional funds for the

payment of such Rental Payments and other amounts, or (c) an event described in Section 9.01 shall have occurred, the Lessee is required under Section 9.02 to fund costs of any repair, restoration, modification or replacement of the Facility or to purchase the Facility as contemplated thereby, and the Lessee has not appropriated amounts sufficient to meet such requirement by December 31 of the fiscal year in which the deficiency giving rise to such requirement becomes apparent to the Lessee. The Lessee shall promptly deliver notice of the occurrence of an Event of Non-appropriation to the Lessor. Upon the occurrence of an Event of Non-appropriation or an Event of Default, the obligations of the Lessee under this Agreement shall terminate and the Lessor may reclaim possession of the Interests, and, in such event, the Lessee shall within three (3) days of the Event of Non-appropriation (i) peacefully deliver all title and interests in the Interests to the Lessor, and (ii) notify the Vendor and Xcel Energy that ownership rights and electricity production from the CEC Agreement shall be credited to the Lessor from the date of the Event of Non-appropriation.

ARTICLE VII

TITLE TO INTERESTS; LIENS AND ENCUMBRANCES

Section 7.01. Ownership of the Interests. During the term of this Agreement, pursuant to the assignment under Section 3.01, the Interests shall be held in the name of the Lessor, and, except for its leasehold estate therein and subject to its option to acquire the Interests pursuant to Section 11.01, the Lessee shall not have any interest therein.

Section 7.02. Liens and Encumbrances. The Lessee shall promptly discharge any liens placed on the Interests and all additions, attachments, accessions and substitutions thereto, other than those created by the Lessor.

Section 7.03. CEC Agreement. The Lessee hereby agrees that it shall not, without the prior written consent of the Lessor, amend, modify or supplement the CEC Agreement.

ARTICLE VIII

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Facility. The Lessee will enforce on behalf of itself and Lessor, at the Lessee's own cost and expense, all provisions of the Solar Project Agreements to keep the Facility in good repair, working order and condition, to the extent that the Lessee has any such obligations pursuant to the Solar Project Agreements.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Interests is found to be subject to taxation in any form (except for income taxes of the Lessor), government charges or utility charges and expenses, the Lessee will pay all such taxes and charges as they come due. The Lessee shall be responsible for submitting all paperwork with any governmental body or utility company pertaining to the exemption from taxes or utility fees for any portion of the Interests, as deemed appropriate by the Lessee.

Section 8.03. Provisions Regarding Insurance. The Lessor and the Lessee acknowledge that insurance will be provided pursuant to the terms of the CEC Agreement and that all Net Proceeds (defined in Section 9.01) from casualty losses on the Facility pursuant to the Solar Project Agreements shall be applied consistent with the terms of the CEC Agreement.

Section 8.04. Reserved.

Section 8.05. Modifications. Without the prior express written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Interests or the Facility; provided, however, the Lessee may make alterations, modifications or attachments to the Facility, without the consent of the Lessor, if such modifications (i) are consistent with the use of the Lessee's use of the Interests described in Exhibit C hereto, and (ii) the value of the Interests after the completion thereof shall not be less than the value of the Interests prior thereto and, if materially higher, shall not cause the Lessee to breach Article X of this Agreement or to violate Article X, Section 20 or other applicable provisions of the Colorado Constitution.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If (a) the Facility or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Facility or any part thereof is taken under the exercise of the power of eminent domain, the Lessee and the Lessor will cause the Net Proceeds of any insurance claim or condemnation award which is payable to the Lessee or the Lessor to be applied either to the prompt repair, restoration, modification or replacement of the Facility consistent with the terms of the CEC Agreement or, at the Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to the Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, the Lessee, subject to Sections 6.01 and 6.05, shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds (to the extent it is permitted to do so by the Solar Project Agreements), or (b) the Lessee shall pay to the Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by the Lessee. If by December 31 of the fiscal year of the Lessee in which the loss, damage or destruction of the Facility occurred (or December 31 of any subsequent fiscal year of the Lessee during which the insufficiency of Net Proceeds to repair or replace the Facility becomes apparent), the Lessee has not appropriated amounts sufficient to proceed under either clause (a) or (b) of this Section, then an Event of Non-appropriation shall be deemed to have occurred.

ARTICLE X

RESERVED

ARTICLE XI

OPTION TO PURCHASE

Section 11.01. Purchase Rights. Subject to Sections 6.01 and 6.05, the Lessee shall be entitled to purchase the Interests and the 651 solar panels associated with the Interests at any time after _____, 2020:

(a) Upon payment in full of all Rental Payments in accordance with Exhibit E attached to this Agreement and all other amounts due hereunder; or

(b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, the Lessee may purchase the Interests at any time by paying to the Lessor (1) the next Rental Payment then coming due, (2) the Remaining Balance as set forth in Exhibit E, and (3) all other amounts then due hereunder.

Upon the Lessee's exercise of its purchase rights pursuant to this Section 11.01, and Lessee's payment to Lessor of all amounts due pursuant to this Agreement, the Lessor shall execute and deliver to the Lessee, or upon its order, a termination of the assignment set forth in Section 3.01 and all other documents deemed reasonably necessary by the Lessee to effect the assignment, transfer and conveyance of the Interests, free and clear of any liens or encumbrances (other than this Agreement), and the Lessor shall terminate any security interests created by this Agreement. The Lessor shall not be responsible to pay any costs or expenses incurred by the Lessee in connection with its exercise of such purchase option or the closing for the assignment, transfer and conveyance of title and release of any and all such security interests.

Unless the Lessee otherwise provides written notice to the Lessor to the contrary at least thirty days prior to the end of the Lease Term, the Lessee shall be deemed to exercise its option to purchase the Interests upon payment of the final Rental Payment due hereunder as set forth in Exhibit E attached to this Agreement, and the closing for the assignment, transfer and conveyance of the Interests to the Lessee shall occur upon such final payment.

ARTICLE XII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01. Assignment or Sale by the Lessor.

(a) This Agreement, and the obligations of the Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by the Lessor; provided, however, that such assignment shall be limited to institutional investor(s) or accredited investor(s), as defined in the Securities Act of 1933 (including amendments thereto).

Upon any sale, disposition, assignment or reassignment, the Lessee shall be provided with a notice of said assignment.

(b) The Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever that the Lessee may from time to time have against the Lessor or any Vendor. The Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Lessor or assignee to protect its ownership of the Interests and in this Agreement.

(c) The Parties hereto acknowledge that upon execution of this Agreement, Lessor intends to assign its rights and interests under this Agreement to Alpine Bank.

Section 12.02. Sale, Assignment or Subleasing by the Lessee. This Agreement and the leasehold estate of the Lessee in the Interests may not be sold, assigned or encumbered by the Lessee without the prior written consent of the Lessor.

Section 12.03. Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, and subject to Sections 6.01 and 6.05 of this Agreement, the Lessee shall protect, hold harmless and indemnify the Lessor from and against all liability, obligations, losses, claims and/or damages arising out of its ownership of the Interests, including related counsel fees, penalties and interest but excluding any such liability, obligations, losses, claims, damages, counsel fees, penalties or interest resulting from Lessor's intentional or negligent acts. If the Lessee has any pecuniary obligation under this Section 12.03 to indemnify the Lessor, the Lessee shall pay the amount required by such obligation as additional rent to the Lessor upon 30 days written demand, but no later the last day of the fiscal year in which such obligation arises, and payment of any such obligation shall be subject to appropriation by the Lessee of funds sufficient therefor in such fiscal year, with a failure to appropriate sufficient funds causing an Event of Non-appropriation under Section 6.05 hereof.

The Lessor agrees that, upon the receipt of notice of the commencement of any action against it in respect to which indemnity may be sought on account of this Section, it shall promptly give written notice of the commencement thereof to the Lessee, but the omission to do so shall not relieve the Lessee of any liability it may have to the Lessor otherwise than on account of this Section, except to the extent timely notice would have reduced or avoided such liability. In case such notice of any such action shall be so given, the Lessee shall be entitled to participate at its own expense in the defense or, if it so elects, to assume the defense of such action, in which event such defense shall be conducted by counsel chosen by the Lessee, reasonably satisfactory to the Lessor, and shall bear the fees and expenses of such action. The Lessor shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but shall bear the fees and expenses of such counsel, unless (i) the Lessee shall have specifically authorized in writing the retaining of such counsel, in which case the Lessee shall bear the fees and expenses of such counsel; or (ii) the parties to such action include the Lessor and the Lessee and the Lessor reasonably determines that a conflict of interest exists between it and the Lessee in the context of such action, in which case the Lessee shall not be entitled to assume the defense of such action without the prior written consent of the Lessor and, if the Lessor does not consent and engages separate counsel, the Lessee shall bear the fees and

expenses of such separate counsel. The Lessee shall not be liable hereunder for any settlement effected without its prior written consent.

Subject to the foregoing, including without limitation the applicability of Sections 6.01 and 6.05 hereof, the obligations arising under this Section shall survive the termination of this Agreement. To the extent any obligation of the Lessee under this Section 12.03 shall be construed by a court of competent jurisdiction to be a violation of the laws or Constitution of the State, such obligation shall be void.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default. The following constitute "Events of Default" under this Agreement:

(a) failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder when due; or

(b) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(c) federal or state court proceedings which involve (i) the filing of a petition in bankruptcy by or against the Lessee and the continuance of any such filing unstayed and in effect for a period of 60 consecutive days; (ii) failure by the Lessee to lift within 60 days any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on its governmental functions; (iii) the entry by the Lessee into an agreement of composition with creditors; (iv) the approval by a court of competent jurisdiction of any adjustment of indebtedness of the Lessee and the continuance of any such order unstayed and in effect for a period of 60 days; or (v) the dissolution or liquidation of the Lessee.

The foregoing provisions of this Section 13.01 are subject to the provisions of Article IV and Article VI hereof (including, but not limited to, Sections 6.01 and 6.05).

Section 13.02. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) Terminate this Agreement and retake possession of the Interests; or

(b) Use, sell, lease, or make other disposition of the Interests for use over a term in a commercially reasonable manner, all for the account of the Lessor; provided

that, subject to Sections 6.01 and 6.05, the Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Interests and unpaid by the Lessee during the current fiscal year, less any amount received under any lease or sublease during same fiscal year; or

(c) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover from the Lessee for the breach thereof; provided, however, a judgment requiring a payment of money by the Lessee shall be limited as set forth in subparagraph (b) above.

The Lessor shall apply the proceeds of any sale, lease, sublease or other disposition of the Interests or other moneys received pursuant to this Section 13.02 in the following manner:

FIRST, to pay the Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, to the date the Lessee relinquishes the Interests, (ii) if the Lessee has duly exercised its option to purchase the Interests pursuant to Section 11.01, the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid) then due, and (iii) any other amounts due hereunder, provided that the Lessee has specifically appropriated moneys to pay such amounts; and

SECOND, to use the remainder of funds as Lessor, in its sole discretion, may decide.

All of the Lessee's right, title and interest in the Interests, the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Non-appropriation, shall terminate immediately upon such repossession.

Section 13.03. Surrender of Interests. Upon an Event of Default, the Lessee agrees to surrender the Interests at the Lessee's sole cost and expense, in the same manner provided in respect of recovery after an Event of Non-appropriation in accordance with Article VI, Section 6.05.

Section 13.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 13.05. Late Charge; Interest on Late Payment. Any Rental Payment not paid by the due date thereof shall bear a late charge on the outstanding amounts due. Any unpaid Rental Payment or other amount payable by the Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price (5.25%) plus five full percentage points per annum, or (b) the maximum rate allowed by law.

Section 13.06. Force Majeure. If by reason of force majeure the Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI and Article VIII Section 8.03 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of

the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; tornados; droughts; floods; or explosions.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02. Governmental Immunity. Notwithstanding any other provisions 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, protections or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq. (the "Governmental Immunity Act"), Colorado Revised Statutes, 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 Lessee, its departments, institutions, agencies, boards, officials and employees, is subject to the Governmental Immunity Act and other applicable law.

Section 14.03. Sovereign Powers. Nothing in this Agreement shall be construed as delegating, relinquishing, diminishing or otherwise restricting any of the sovereign powers or immunities of the Lessee. Nothing in this Agreement shall be construed to require the Lessee to use the Interests other than as lessee pursuant to and in accordance with this Agreement, to appropriate funds for the payment of its obligations hereunder, or to exercise its right to purchase the Interests as provided in Section 11.01 hereof.

Section 14.04. Continuing Disclosure. The Lessee covenants and agrees to provide the Lessor audited financial statements of the Lessee within 210 days of the close of the Lessee's fiscal year and to provide updated information regarding the Lessee that was initially provided the Lessor in order to persuade the Lessor to enter into this Agreement. In regards to any outstanding bonds, notes, certificates, capital leases (including this Agreement), or other obligation of the Lessee, the Lessee shall promptly notify the Lessor of (a) a delinquency or default of the payment of principal or interest or non-monetary default, (b) unscheduled draws of a debt service reserve funds or credit enhancement (c) a substitution of a credit provider or its failure to perform, (d) the modification of the rights of holders of the Lessee's debt, (e) debt redemption or defeasance, (f) the release, sale or substitution of collateral securing the repayment of its debt, and (g) a change in the Lessee's published credit ratings. In addition, during the period this Agreement is in force, the Lessee will annually provide the Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of the Lessee to continue this Agreement as may be reasonably requested by the Lessor or its assignee.

Section 14.05. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 14.06. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.07. Amendments. All amendments hereto must be in writing and executed and delivered by the respective parties hereto.

Section 14.08. Execution in Counterparts. This Agreement may be executed in several counterparts.

Section 14.09. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.10. Captions. The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.11. Entire Agreement. This Agreement constitutes the entire agreement between the Lessor and the Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, specified herein regarding this Agreement or the Interests leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by the Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on the Lessor and will not apply to this Agreement. The Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Lessor has executed this Agreement in its corporate name, and the Lessee has caused this Agreement to be executed in its corporate name, attested by its duly authorized officers. All of the above occurred as of the date first written on the heading hereof.

LESSEE: THE CITY OF LOUISVILLE, COLORADO

By:_____
Title: _____, Mayor

Attest:

By: _____
Title: _____, City Clerk

Approved as to form:

By: _____, City Attorney

LESSOR: ALPINE BANK

By:_____
Title: President

[Signature page to the Municipal Lease and Option Agreement]

EXHIBIT A

AUTHORIZING ORDINANCE

EXHIBIT B

OPINION OF SPECIAL COUNSEL TO THE CITY OF LOUISVILLE

EXHIBIT C

CERTIFICATE OF LESSEE

I, _____, am a duly authorized representative and acting Clerk of the City of Louisville. Under that certain Municipal Lease and Option Agreement dated _____, 2016 with _____ as the Lessor (the "Agreement"), I hereby certify as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I have custody of the records of the Lessee, and the following officer of the Lessee is duly appointed, holds the office set forth opposite his name, and the signature opposite his name is true and correct. Where required, his signature has been filed with the appropriate officials of the State, and such individual has the authority to enter into the Agreement on behalf of the Lessee:

Name	Title/Office	Signature
	City Manager	_____
	Finance Director	_____

B. ESSENTIAL USE:

1. The Lessee will use the Interests for the governmental purpose of gaining electricity credits to provide electricity to public buildings used by the Lessee to run its operations and conduct governmental business.

2. The use of electricity is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Interests are expected to be used by the Lessee for a period in excess of the Lease Term.

C. CERTIFICATE OF APPROPRIATIONS:

1. Monies for all rental payments to be made under the Lease for the fiscal year ending December 31, 2016, are available from unexhausted and unencumbered appropriations and/or funds within the Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those rental payments that may come due under the Agreement in such fiscal year.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ___ day of _____, 2016.

_____
City Clerk

EXHIBIT D

DESCRIPTION OF THE SOLAR PROJECT

The City has entered into the CEC Agreement to finance the acquisition of electric generating capacity and actual electric production of 651 solar panels located in Community Solar Array #2, 1600 South 66th Street, Boulder, Colorado, resulting in energy credits from its utility provider, Public Service Company of Colorado d/b/a Xcel Energy, for power generated by the solar panels in connection with providing electricity to public buildings used by the City to conduct its governmental business.

EXHIBIT E

Rental Payments and Optional Purchase Price
Municipal Lease Dated _____, 2016
(based on a taxable interest rate of 5.25%)

(attached)

EXHIBIT F

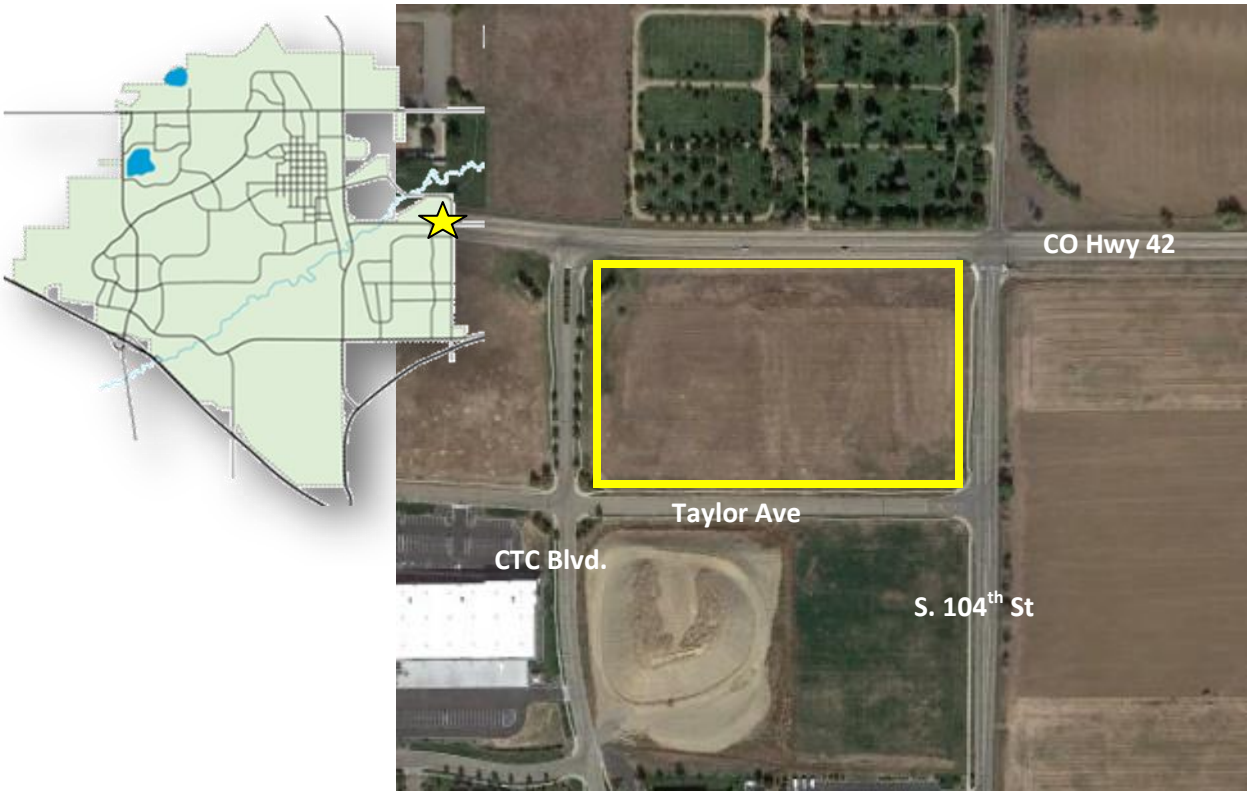
CEC AGREEMENT

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8D

SUBJECT: **ORDINANCE NO. 1725, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I – 2nd Reading and Public Hearing – Advertised *Daily Camera* 07/24/2016**

DATE: **AUGUST 2, 2016**

PRESENTED BY: **SCOTT ROBINSON, PLANNER II**
PLANNING AND BUILDING SAFETY DEPARTMENT



SUMMARY:
The applicant, Etkin Johnson Real Estate Partners, requests approval of a rezoning and an amendment to the Business Center at CTC General Development Plan (GDP) for Lot 1, Block 3, Business Center at CTC.

The site is located in the Colorado Technology Center (CTC) between Hwy 42 and Taylor Ave on the north and south, and between 104th St and CTC Blvd on the east and west. The property is currently zoned Planned Community Zone District-Commercial (PCZD-C) and subject to the Commercial Development Design Standards and Guidelines (CDDSG). The applicant is requesting the property be rezoned to Planned

Community Zone District - Industrial (PCZD-I), which would be subject to the Industrial Development Design Standards and Guidelines (IDDSG).

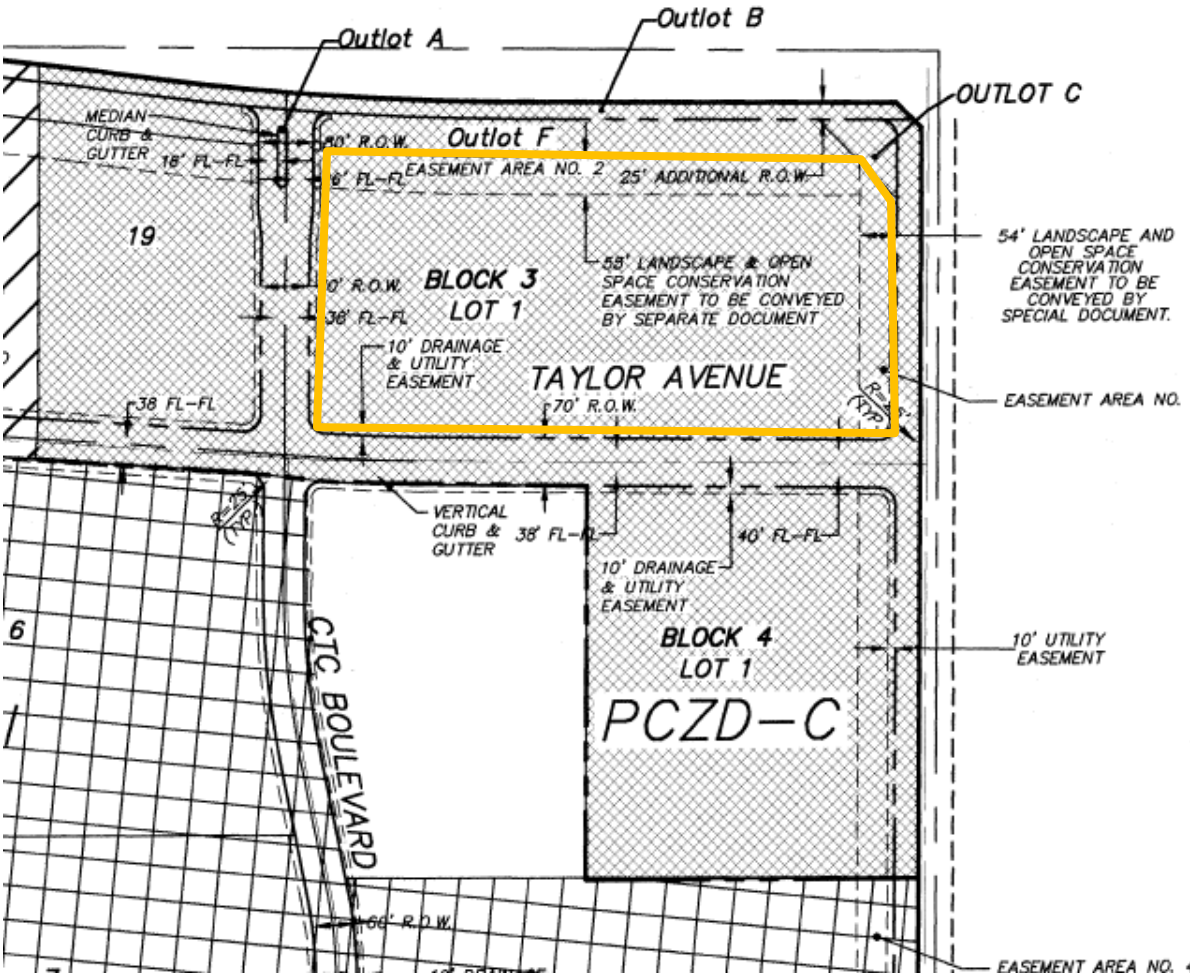
REQUEST

According to the applicant, the rezoning from commercial to industrial is needed because they have not been successful marketing this property for a commercial land use. The rezoning would allow the applicant to market an industrial land use, which would be subject to the standards outlined in the Industrial Development Design Standards and Guidelines (IDDSG).

History

Initial Zoning - According to a Preliminary Plat and PUD, dated June 8, 1976, this property was originally shown as "PUD-C" zoning.

The Business Center at CTC General Development Plan (GDP) – The City Council approved the Business Center at CTC GDP on February 17, 1998 by Ordinance No. 1277, Series 1998.



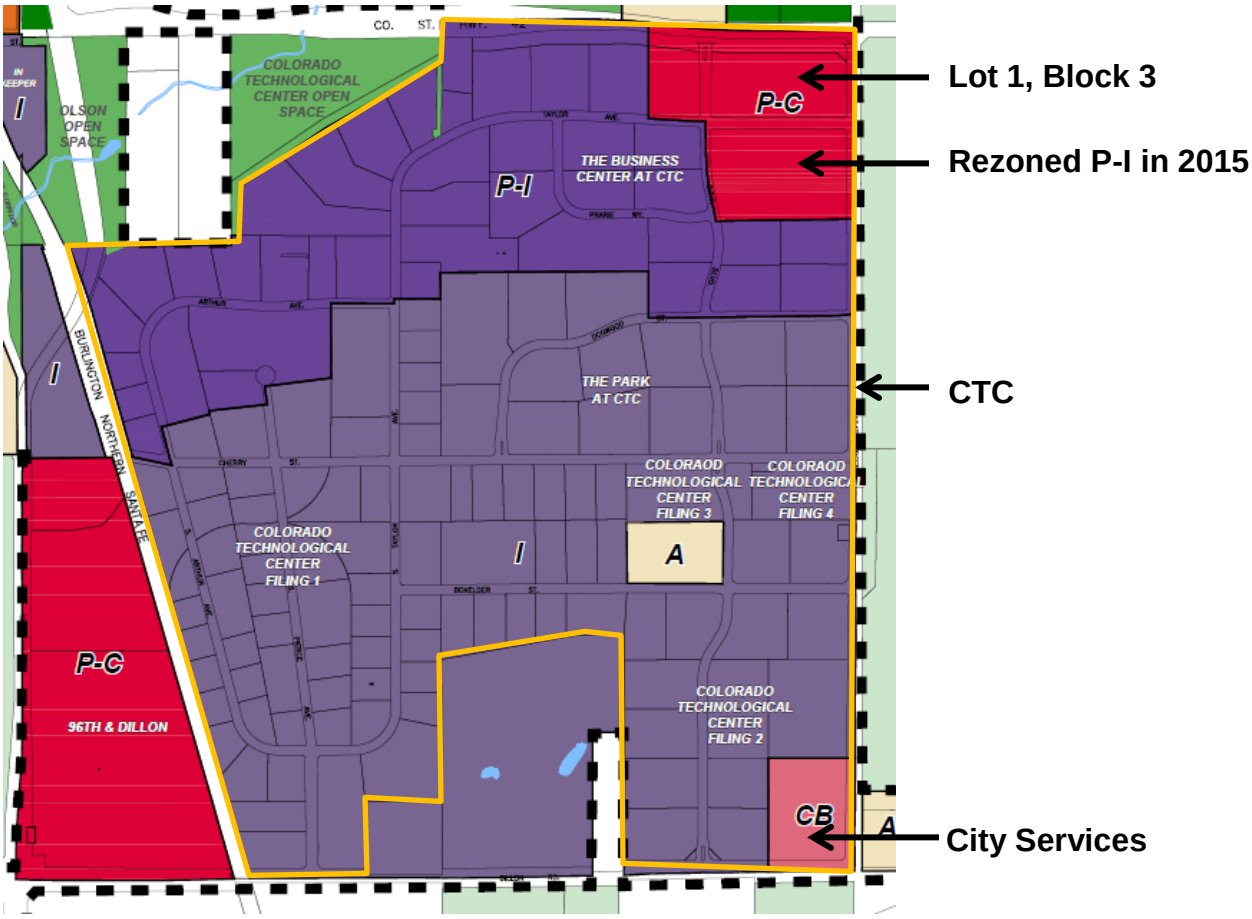
The GDP allows the PCZD-C properties to develop as any land use permitted in the Commercial-Business (CB) zone district subject to the Commercial Development Design Standards and Guidelines (CDDSG).

On May 6, 2008 City Council approved an amendment to the GDP through Ordinance No. 1533, Series 2008 expanding the land uses allowed beyond those allowed in the CB zone district and permitted more traditional industrial land uses found throughout CTC. However, the development of the subject property continued to be governed by the CDDSG:

> *In addition, research/office and corporate uses, processing, or assembly of scientific or technical products, or other product, if such facilities shall be completely enclosed and any noise, smoke, dust, odor, or other environmental contamination produced by such facilities confined to the lot upon which such facilities are located and controlled in accordance with all applicable city, state, or federal regulations.*

On October 6, 2015 City Council approved another amendment to the GDP to rezone the property immediately to the south of the subject property from PCZD-C to PCZD-I, and allow it to be developed under the IDDSG instead of the CDDSG.

The CTC currently includes three parcels zoned commercial. These include the subject property and the property immediately to the west, across CTC Blvd, that are zoned PCZD-C and the City Services Facility at the corner of 104th St and Dillon Rd zoned Commercial Business (CB).



STAFF ANALYSIS

Section 17.44.050 of the Louisville Municipal Code (LMC) sets out criteria for rezoning property:

> *For the purpose of establishing and maintaining sound, stable and desirable development within the city, the rezoning of land is to be discouraged. Rezonings should only be considered if:*
>
> *1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan;*
>
> *2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area;*
>
> *3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning*

will be consistent with the policies and goals of the comprehensive plan; or

4. The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation.

Criterion 1:
Based on the history described above, there is no indication the property was zoned in error. The City zoned the property as commercial at annexation, and the zoning has remained designated commercial through multiple amendments. The 2013 Comprehensive Plan update calls for a mix of commercial and industrial uses in the CTC, which is consistent with the current zoning.

Criterion 2:
The CTC has seen significant development in the last few years, with many new buildings and tenants and the number of vacant lots decreasing. The applicant states in their application letter that the lack of interest in commercial property in the CTC even as it approached buildout indicates commercial uses are not viable there. The area has changed by building out at a density too low to support commercial uses, and rezoning to industrial would encourage development of the parcel.

An alternative view is that, given the current and planned new development in the CTC, it may be prudent to wait longer for commercial demand to increase. As the applicant points out, it has been zoned commercial for 40 years without developing. However only now may there be enough surrounding development to support the commercial uses allowed in the zoning. The change in the area is the buildout of the properties in conformance with the adopted plans and zoning, which is not a change to such a degree that rezoning is warranted.

Criterion 3
There is no specific use proposed for the property at this time, but it would remain privately owned and be zoned commercial, so there is no indication that a desired community-related use would be developed.

Criterion 4
Section 16.32.030 gives development requirements for annexation requests and includes the following relevant criteria:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

As stated above, the comprehensive plan calls for a mix of commercial and industrial uses in the area, so both the existing and proposed uses would be appropriate. However, considering this is one of two remaining undeveloped commercial parcels in the CTC, rezoning it would limit the ability to achieve the desired mix.

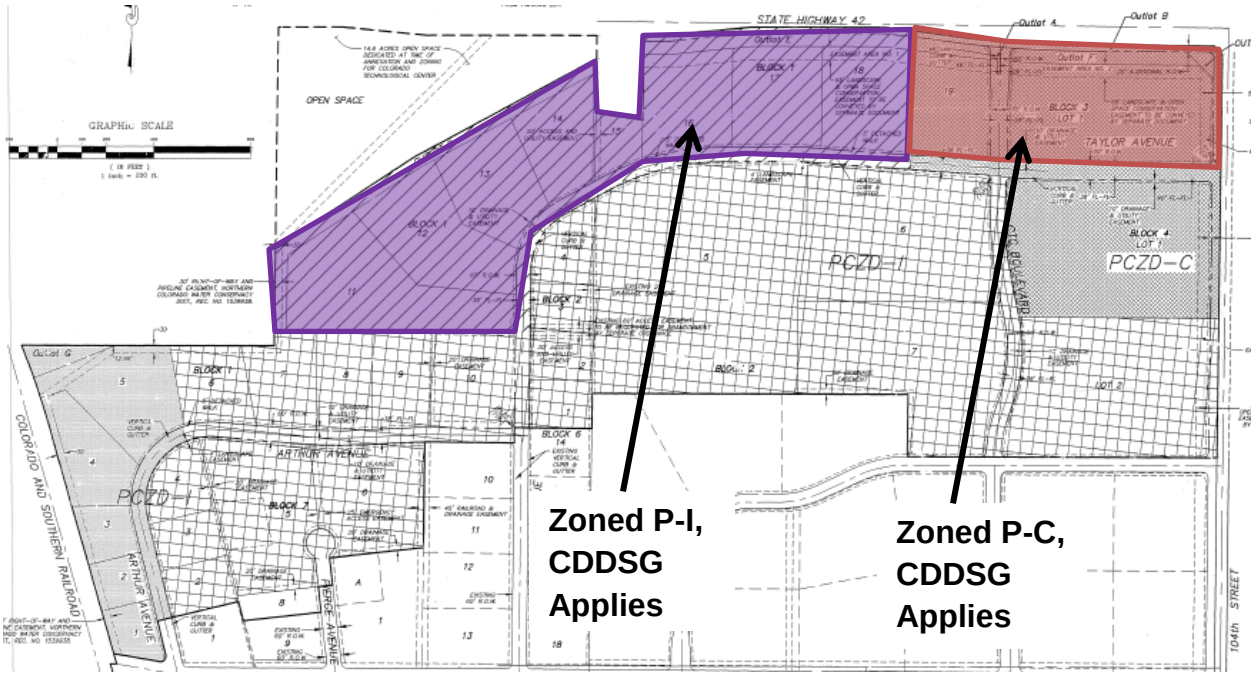
The proposed zoning, PZCD-I, is the same as the property immediately to the south, and most of the other properties in the Business Center at CTC, so could be considered reasonable.

GDP Amendment
Section 17.72.060 guides staff's assessment of GDP amendments. The section states:

A. *Any adopted planned community general development plan and supplementary development standards may be amended, revised or territory added thereto, pursuant to the same procedure and subject to the same limitations and requirements by which such plan was originally approved.*

B. *The director of planning may permit amendments to the planned development community general plan, when such amendments will not affect an increase in the permitted gross density of dwelling units or result in a change in character of the overall development plan. Any such amendment by the director of planning shall have approval by the city council prior to the amendment becoming effective or the city council may direct such change be made as through subsection A of this section.*

When the Business Center at CTC GDP was approved the CDDSG applied not only to the three properties zoned PCZD-C, but also to properties zoned PCZD-I adjacent to Hwy 42. The applicant requests the applicable design standards be changed from the CDDSG to the IDDSG, which may change the character of the overall development plan.



Altering the applicable design standards for the property in question from the CDDSG to the IDDSG would create an inconsistent frontage along Hwy 42 and go against the goal of having the most prominent properties meet the higher design standards of the CDDSG. Therefore, if the GDP amendment is approved, staff recommends a condition requiring any development to still comply with the CDDSG.

FISCAL IMPACT:
Rezoning the property from Commercial to Industrial will eliminate the possibility of a sales-tax generating retail use on the property. However, the rezoning will likely lead to the property developing sooner, and even zoned Commercial it may never have a sales-tax generating retail use. There are no direct City costs associated with the rezoning.

PLANNING COMMISSION ACTION:
The Planning Commission reviewed this request at their June 23, 2016 public hearing. The Commission first voted to recommend approval of the rezoning with the condition recommended by staff, requiring the property to be governed by the CDDSG. That motion failed 2-3. The Commission then voted to recommend approval of the rezoning with a condition that buildings on the property be set back at least 100 feet from Hwy 42. That motion passed 4-1, with the intent that the 100 foot setback would buffer a future industrial building from the road.

RECOMMENDATION:
Staff recommends City Council denial of Ordinance No. 1725, Series 2016, an ordinance approving an amendment to the Business Center at CTC General Development Plan (GDP) and a rezoning from PCZD-C to PCZD-I, for Lot 1, Block 3, the Business Center at CTC. If City Council votes to deny the resolution, staff

recommends Council direct staff to bring a resolution of denial for consideration at a subsequent meeting.

If City Council votes to approve the resolution, staff recommends the following condition:

1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

In the alternative, Council may approve the ordinance with the condition recommended by Planning Commission:

1. Principal structures on Lot 1, Block 3, Business Center at CTC shall be set back at least 100 feet from the north property line.

City Council may approve (with or without conditions), continue, or deny the applicant's request.

ATTACHMENT(S):

1. Ordinance No. 1725, Series 2016
2. Application Documents
3. Business Center at CTC GDP amendment
4. Planning Commission Minutes
5. Presentation

ORDINANCE NO. 1725
SERIES 2016

AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I.

WHEREAS, the EJ Louisville Land, LLC is the owner of certain real property totaling approximately 7.91 acres, which property is designated as a portion of the Business Center at CTC property and the legal description of which is attached hereto as Exhibit A (the "Property"); and

WHEREAS, the Property is currently zoned Planned Community Zone District – Commercial (PCZD – C) and, permitted uses are set forth on the existing PCZD general development plan; and

WHEREAS, the owner has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property, which amended Plan is entitled the Business Center at CTC General Development Plan, Amendment D and a copy of which is attached hereto as Exhibit B (the "Business Center at CTC GDP Amendment D"); and

WHEREAS, the Business Center at CTC GDP shall serve to identify the zoning, permitted uses and development for the Property and shall serve as the PCZD General Development Plan for the Property, in accordance with Title 17 of the Louisville Municipal Code; and

WHEREAS, the Louisville Planning Commission has held a public hearing on the proposed Business Center at CTC GDP Amendment D for the Property and has forwarded a recommendation to the City Council to approve the Business Center at CTC GDP Amendment D; and

WHEREAS, the City Council has duly considered the Commission's recommendation; and

WHEREAS, the City Council has held a public hearing on the proposed Business Center at CTC, Amendment D GDP and has provided notice of the public hearing as provided by law; and

WHEREAS, no protests were received by the City pursuant to C.R.S. §31-23-305; and

WHEREAS, the PCZD-I zoning classification for the Property as further set forth on the Business Center at CTC GDP is consistent with the City of Louisville 2013 Citywide Comprehensive Plan;

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

Section 1. Subject to Section 2 hereof, the City Council of the City of Louisville hereby approves the Business Center at CTC General Development Plan, Amendment D (the "Business Center at CTC, Amendment D") for the property legally described in Exhibit A attached hereto (the

"Property") and, pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Industrial (PCZD-I) for the uses permitted in the Business Center GDP for the Property, a copy of which Business Center at CTC, GDP Amendment D is attached hereto as Exhibit B.

Section 2. The Business Center at CTC General Development Plan, Amendment D shall be recorded in the Offices of the Boulder County Clerk and Recorder and the City zoning map shall be amended accordingly.

Section 3. Development on the Property shall be governed by the City of Louisville Commercial Development Design Standards and Guidelines.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Deputy City Clerk

APPROVED AS TO FORM:

_____
Light Kelley P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

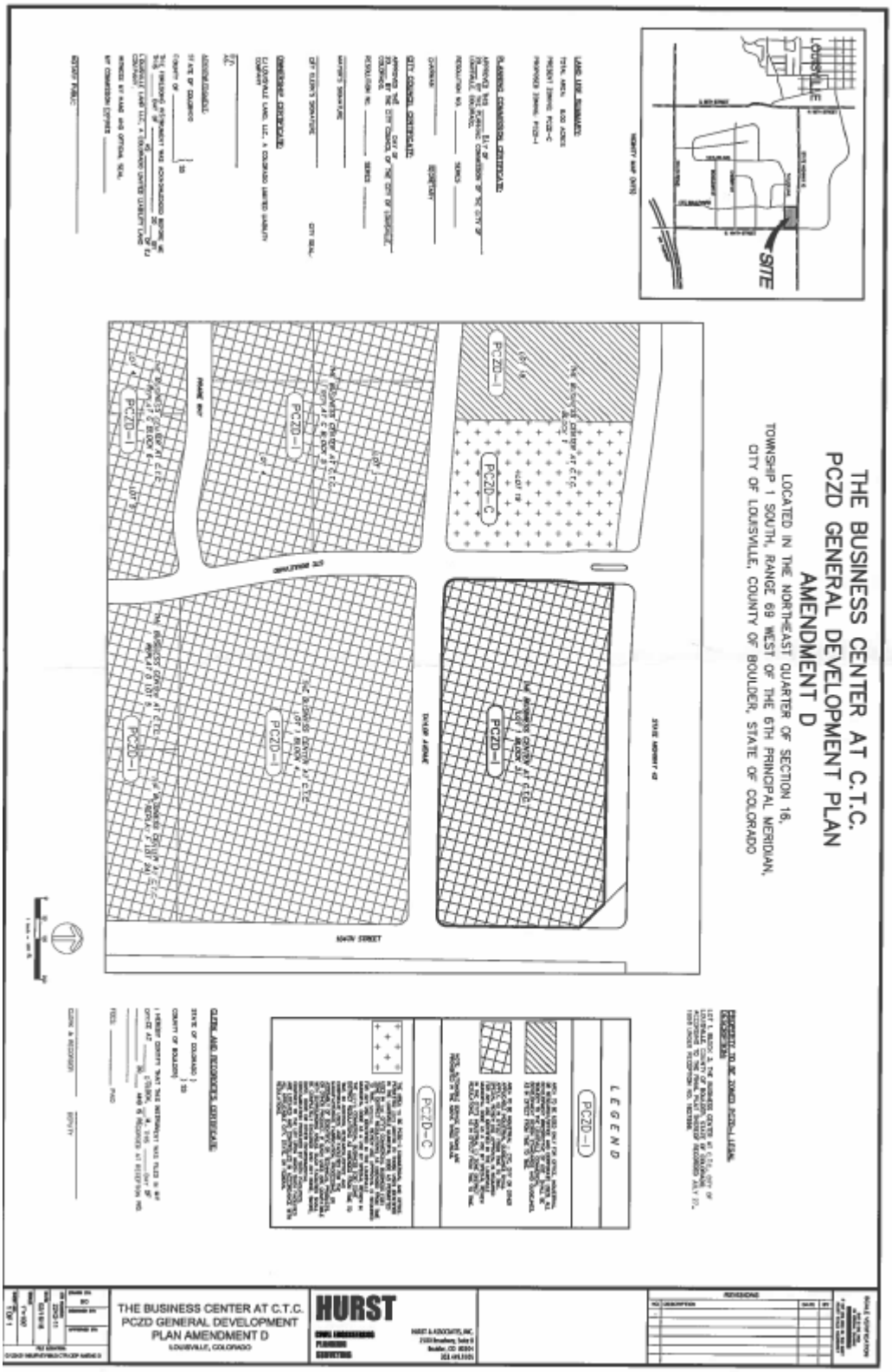
ATTEST:

_____
Carol Hanson, Deputy City Clerk

Exhibit A

Lot 1, Block 3, Business Center at CTC

Exhibit B


THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN
AMENDMENT D
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO
SITE
PCZD-I
PCZD-C
LEGEND
HURST
THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT
PLAN AMENDMENT D
LOUISVILLE, COLORADO

City of Louisville
COLORADO · SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Etkin Johnson Real Estate Partners
Contact: Jim Vasbinder
Address: 1512 Larimer Street Suite 100
Denver, Colorado 80202
Mailing Address: Same
Telephone: O · 303-223-2185 M · 303-898-3907
Fax: —
Email: jvasbinder@etkinjohnson.com

OWNER INFORMATION

Firm: EJ Louisville Land LLC
Contact: Jim Vasbinder
Address: (see above)
Mailing Address:
Telephone:
Fax:
Email:

REPRESENTATIVE INFORMATION

Firm: Etkin Johnson Real Estate Partners
Contact: Jim Vasbinder
Address: (see above)
Mailing Address:
Telephone:
Fax:
Email:

PROPERTY INFORMATION

Common Address: 2035 Taylor Avenue
Legal Description: Lot 1 Blk 3
Subdivision The Business Center at CTC
Area: 348,354 SF Sq. Ft. (8.00 Ac)

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: Request to rezone Block 3, Lot 1 from PCZD-C to PCZD-I for future development of approximately 100,000 square feet of industrial space.

Current zoning: PCZD-C Proposed zoning: PCZD-I

SIGNATURES & DATE

Applicant: [signature] 2.16.2015
Print: James D. Vasbinder
Owner: [signature] 2.16.2015
Print: James D. Vasbinder
Representative: [signature] 2.16.2015
Print: James D. Vasbinder

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

ETKIN JOHNSON REAL ESTATE PARTNERS

MEMORANDUM

TO: Sean McCartney (via Messenger)
CC:
FR: Jim Vasbinder
DA: February 16, 2016
RE: 2035 Taylor Rezoning Application

In support of our application to rezone The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I the following information is provided for review and consideration by the City of Louisville:

1. The Annexation and Zoning Agreement for the Colorado Technological Center, dated June 1, 1976 (recorded at Reception No. 377414 on January 3, 1980) references zoning classifications I (industrial) and C-B (Commercial-Business). Unfortunately, the recorded version of this document does not include any of the referenced exhibits so it is not possible for me to determine which areas or lots were zoned I or C-B; however, it is apparent that specific areas of the Colorado Technological Center were zoned C-B.

2. The Business Center at CTC PCZD General Development Plan recorded July 27, 1998 which includes Block 4, Lot 1 zoned the east portion of this lot as PCZD-C and the west portion of this lot as I.

3. The Business Center at CTC PCZD General Development Plan Amendment A recorded July 14, 1999 zoned the entire Block 4, Lot 1 as PCZD-C.

4. The Business Center at CTC PCZD General Development Plan Amendment B recorded May 27, 2008 maintained the PCZD-C zoning for Block 4, Lot 1and added "research/office and corporate uses, and facilities for the manufacturing, fabrication, processing or assembly of scientific or technical products or other product if such uses are compatible with surrounding areas".

5. The Business Center at CTC PCZD General Development Plan Amendment C recorded October 27, 2015 rezoned Block 4, Lot 1 from PCZD-C to PCZD-I. This rezoning was required to permit the construction of 2000 Taylor, a 120,581square foot industrial building which is currently under construction.

6. The attached Etkin Johnson Industrial Development Summary for Colorado Tech Center, dated February 16, 2016 indicates that we have developed 976,507 square feet of industrial space since 1998. This equates to over $127,000,000 investment to date by Etkin Johnson at the Colorado Tech Center. As noted, with approval of the 633 CTC project we are proposing an additional 153,018 square feet of industrial development at Colorado Tech Center in 2015 and 2016 with corresponding additional $18,000,000 investment by Etkin Johnson Real Estate Partners.

7. Tenants which occupy the Etkin Johnson Real Estate Partners industrial buildings include; Zeon, Bard Medical, Wish Garden Herbs, Medtronic, Kiosk, Fresca Foods, Inventiv Health, Graphic Packaging, Intertek, World Triathlon, Lifetime Fitness, Babolat, Trelleborg, Fenix Outdoor, White Wave and Packers Plus.

8. As noted above the 1976 Annexation and Zoning proposed C-B zoning areas and for the forty years since 1976 there has not been a viable long term commercial or retail use at Colorado Tech Center. Etkin Johnson involvement at the Colorado Tech Center started in late 1996 and to date we have not had a formal request from a commercial or retail user or tenant for a build-to-suit proposal, request to purchase vacant land for development or a request for a proposal to lease space at any of our buildings which has evolved into an actual transaction.

9. While the City of Louisville has always expressed the desire to have commercial and retail development and uses at the Colorado Tech Center we have not had success with achieving close proximity, only day time employee base, no existing core of retail or commercial users already in place creating support demand and traffic generation, etc. In addition, even the major retail centers in the market trade area such as the Interlocken and Flatirons have experienced soft demand and loss of tenants.

10. We have had on-going discussions regarding the possibility of retail development at this location with major real estate brokerage firms such as CBRE with similar responses that they do not represent any clients that would locate here in the foreseeable future.

11. We are respectively requesting the City of Louisville to grant this zoning request for The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I to allow Etkin Johnson Real Estate Partners to continue our development of industrial projects at the Colorado Tech Center. This rezoning will create another viable and dynamic project with a building of approximately 100,000 square feet in the City of Louisville.

Thank you for your consideration of this request.

Colorado Tech Center
Louisville, Colorado
Etkin Johnson Real Estate Partners Industrial Development Summary

2/16/2016

Year	Project	Building Area, SF	Site Area, Ac.
1998	Building One (321 South Taylor)	77,872	5.861
2000	Building A (1480 Arthur)	92,576	7.71
	Building C (346 South Arthur)	64,672	5.222
2006	1795 Dogwood	109,068	7.599
2007	1775 Cherry	130,182	8.91
2008	195 CTC	64,368	4.95
2012	Etkin Johnson land sale to Pearl Izumi	55,000	8.024
2014	1900 Cherry	66,350	4.84
	1900 Taylor	136,701	11.14
2015	1960 Cherry	59,137	4.026
2016	2000 Taylor	120,581	11.05
	Totals to Date	976,507	79.332
2016	Proposed 633 CTC	153,018	12.20
	Proposed Totals	1,129,529	91.532

City of Louisville
Louisville City Hall 749 Main Street Louisville, Colorado 80027 (303) 935-4592

Planning Department

May 13, 2016

Mr. Scott Robinson
Planner II
City of Louisville
Planning Department
749 Main Street
Louisville, Colorado 80027

Re: Business Center at CTC GDP Amendment – Staff Comments for Case #16-008-ZN

Dear Scott,

Your application for an amendment to the existing Business Center at CTC GDP to rezone Lot 1, Block 3 has been reviewed by City staff. The following comments have been received: The Applicant / Owner responses to City comments are noted in red.

Economic Development
The parcel requested for rezoning is one of the last remaining parcels in CTC to best facilitate a retail building for the area's businesses. The CTC is reaching an employee population level that could justify retail offerings (mainly quick serve food and retail services). With the addition of several parcels expected to be developed in the next couple years, the prospect of facilitating retail will only increase. For these reasons, Economic Development has concern of rezoning the parcel at this time.

As noted with the information submitted with our application for rezoning The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I the potential of a commercial or retail development occurring at this property is very low. A copy of the February 16, 2016 Memorandum from the Applicant (updated to May 13, 2016) is attached.

In support of this position we have discussed this matter with Philip Hicks of David Hicks Lambert. Philip is one of the top retail broker along the Colorado front-range and has represented hundreds of commercial / retail tenants and landlords. It is his opinion that based on (1) the lack of sufficient residential density in the immediate area; (2) the amount of open space North and East of the property limiting future residential development and (3) no after hour demand generators for commercial or retail tenants that Lot 1, Block 3 is not a viable location for commercial / retail tenants now or in the foreseeable future.

With City approval of the requested rezoning Etkin Johnson Real Estate Partners will commence entitlement and design of an approximately 100,000 square foot industrial building for the property. The proposed industrial building initial financial benefits to the City of Louisville would be:

Property Tax: currently $13,971 with City share at $1,795 annually. With construction of the building, property taxes will be approximately $170,000 with the City share at approximately $21,900 annually. In the event the rezoning is not achieved we will pursue agricultural classification for the property with the property tax reducing to approximately $1,000 with the City share at $130 annually.

Building core and shell and site permit fees and use tax: approximately $350,000 being paid to the City. This does not include any permit fees, use tax or impact fees which will be due and payable to the City for tenant improvements.

Tap fees & capacity charges: approximately $650,000 being paid to the City.

Depending upon the industrial building tenant, additional fees and taxes may also be applicable.

Planning Department

General Comments

1. Consider including Lot 19, Block 1 in the GDP amendment request to avoid leaving only one lot as commercial. Etkin Johnson Real Estate Partners and/or affiliates do not own Block 1, Lot 19 and therefore cannot include Lot 19, Block 1 in the GDP amendment request.
2. Staff recommends the CDDSG standards should still apply even if rezoned to provide a consistent appearance with the other properties along Hwy 42. It is not possible to design our industrial buildings in conformance with the CDDSG standards. To date, we have developed ten building at Colorado Tech Center totaling almost 1,000,000 square feet per the IDDSG. We have also submitted the recently approved 633 CTC project, a 153,018 sq. ft. industrial building to the City for permit. Each of these existing, under construction or approved buildings have been well received by the City, real estate community and our tenants. We have a long term pride of ownership and maintain our facilities to the highest standards. We would anticipate the design of the proposed industrial building on the Block 3, Lot 1 property to continue these standards and it will more than comply with the IDDSG standards as noted below.

   Height: allowed 40 ft., proposed 38 ft.
   Landscape Coverage: required 25%, proposed 25%.
   Parking: required 2 per 1,000 SF, proposed 2.3 per 1,000 SF.

Building Setbacks:
Rear (arterial), required 60 ft., provided 120 ft. (100% increase).
Front (local), required 30 ft., provided 100 ft. (233% increase).
Side (local), required 30 ft., provided 90 ft. at CTC (200% increase).
provided 120 ft. at 104th (300% increase).

Parking Setbacks:
Rear (arterial), required 30 ft., provided 55 ft. (83% increase).
Front (local), required 20 ft., provided 20 ft.
Side (local), required 20 ft., provided 20 ft. at CTC.
provided 55 ft. at 104th (175% increase).

3. Staff has concerns about the loss of commercial land in CTC and has not made a decision on whether to support the rezoning request at this point.

   As noted previously, this rezoning of Block 3, Lot 1 from PCZD-C to PCZD-I will create another viable and dynamic industrial project at Colorado Tech Center and we respectively request the City consideration and approval of this GDP Amendment request.

You are currently scheduled for the June 9, 2016 Planning Commission meeting. Revised plans and responses to staff comments are due May 13, 2016. I will be out of town from April 27th to May 17th, so please contact Lauren Trice if you have any questions or need any assistance. She can be reached at 303-335-4594 or by e-mail at laurent@louisvilleco.gov.

Sincerely,

Etkin Johnson Real Estate Partners

James D. Vasbinder
Vice President

ETKIN JOHNSON REAL ESTATE PARTNERS

MEMORANDUM

TO: Scott Robinson
CC:
FR: Jim Vasbinder
DA: May 13, 2016
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Colorado Tech Center 5/13/2016
Louisville, Colorado
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	Totals to Date	976,507	79.332
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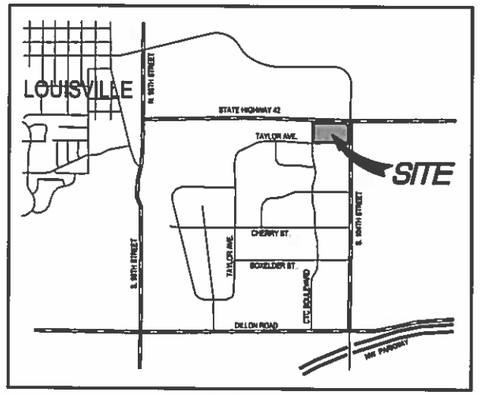
THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN
AMENDMENT D

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



VICINITY MAP (NTS)

LAND USE SUMMARY:

TOTAL AREA: 8.00 ACRES

PRESENT ZONING: PCZD-C

PROPOSED ZONING: PCZD-I

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20____ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

CHAIRMAN _____ SECRETARY _____

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20____ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

MAYOR'S SIGNATURE

CITY CLERK'S SIGNATURE CITY SEAL

OWNERSHIP CERTIFICATE:

EJ LOUISVILLE LAND, LLC., A COLORADO LIMITED LIABILITY COMPANY

BY:
AS:

ACKNOWLEDGMENT:

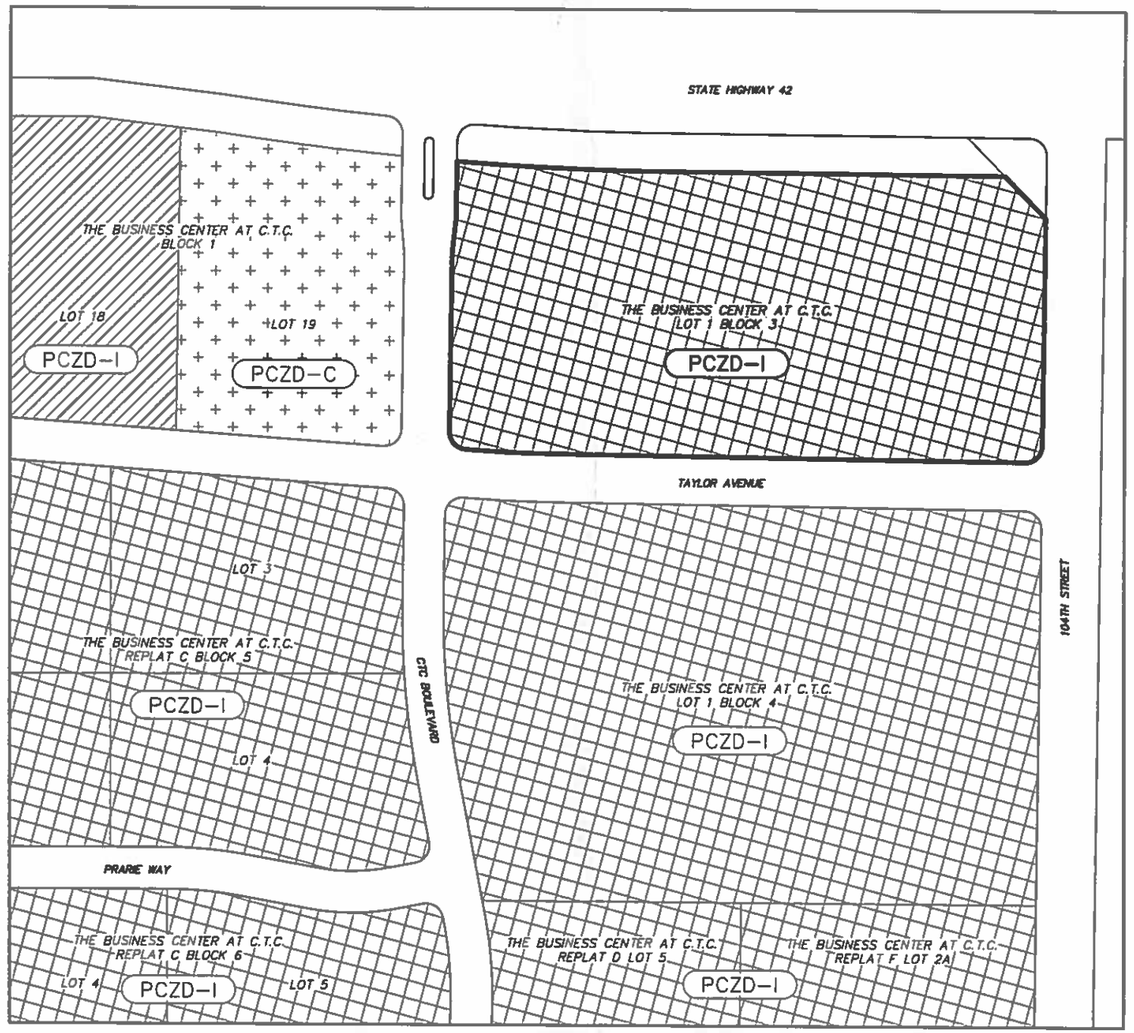
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ AS _____ OF EJ LOUISVILLE LAND LLC, A COLORADO LIMITED LIABILITY LAND COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



PROPERTY TO BE ZONED PCZD-I LEGAL DESCRIPTION:

LOT 1, BLOCK 3, THE BUSINESS CENTER AT C.T.C., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 27, 1998 UNDER RECEPTION NO. 1827896.

LEGEND

PCZD-I

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.

AREA TO BE INDUSTRIAL - CTC, CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME.

NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED IN THE ABOVE THREE AREAS.

PCZD-C

THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE. PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. IN ADDITION, RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCT, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS. SUCH FACILITIES SHALL BE COMPLETELY ENCLOSED AND ANY NOISE, SMOKE, DUST, ODOR OR OTHER ENVIRONMENTAL CONTAMINATION PRODUCED BY SUCH FACILITIES, CONFINED TO THE LOT UPON WHICH SUCH FACILITIES ARE LOCATED AND CONTROLLED IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE, OR FEDERAL REGULATIONS.

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, ___M., THIS _____ DAY OF _____, 20____, AND IS RECORDED AT RECEPTION NO. _____

FEES: _____ PAID

CLERK & RECORDER _____ DEPUTY _____

0 50 100 200
1 inch = 100 ft.

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS			
NO.	DESCRIPTION	DATE	BY

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
2500 Broadway, Suite 8
Boulder, CO 80304
303.449.5105

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT
PLAN AMENDMENT D
LOUISVILLE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2242-11
DATED: 02/16/16
SCALE: 1"=100'
SHEET NO: 1 OF 1
FILE LOCATION: G:\2242\11 FIELD\PZD CTR CDP AMEND D

City of Louisville
COLORADO • SINCE 1878

Planning Commission
Meeting Minutes
June 23, 2016
City Hall, Council Chambers
749 Main Street
6:30 PM

DRAFT

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, Chair Cary Tengler, Vice Chair Tom Rice Jeff Moline David Hsu
Commission Members Absent:	Ann O'Connell, Secretary Steve Brauneis
Staff Members Present:	Rob Zuccaro, Dir. Of Planning & Building Safety Scott Robinson, Planner II

Approval of Agenda:
Tengler moved and **Hsu** seconded a motion to approve the June 23, 2016 agenda. Motion passes 5-0 by voice vote.

Approval of Minutes:
Moline moved and **Hsu** seconded a motion to approve the May 12, 2016 minutes. Motion passes 4-0-1 by voice vote. **Tengler** abstains.

Public Comments: Items not on the Agenda
None.

Regular Business:

- **Business Center at CTC Rezoning, Resolution No. 16, Series 2016.** A resolution recommending approval of an amendment to the Business Center at CTC General Development Plan (GDP) and rezoning from PCZD-C to PCZD-I for Lot 1, Block 3, The Business Center at CTC.
  - Applicant, Owner, and Representative: Etkin Johnson (Jim Vasbinder)
  - Case Manager: Scott Robinson, Planner II

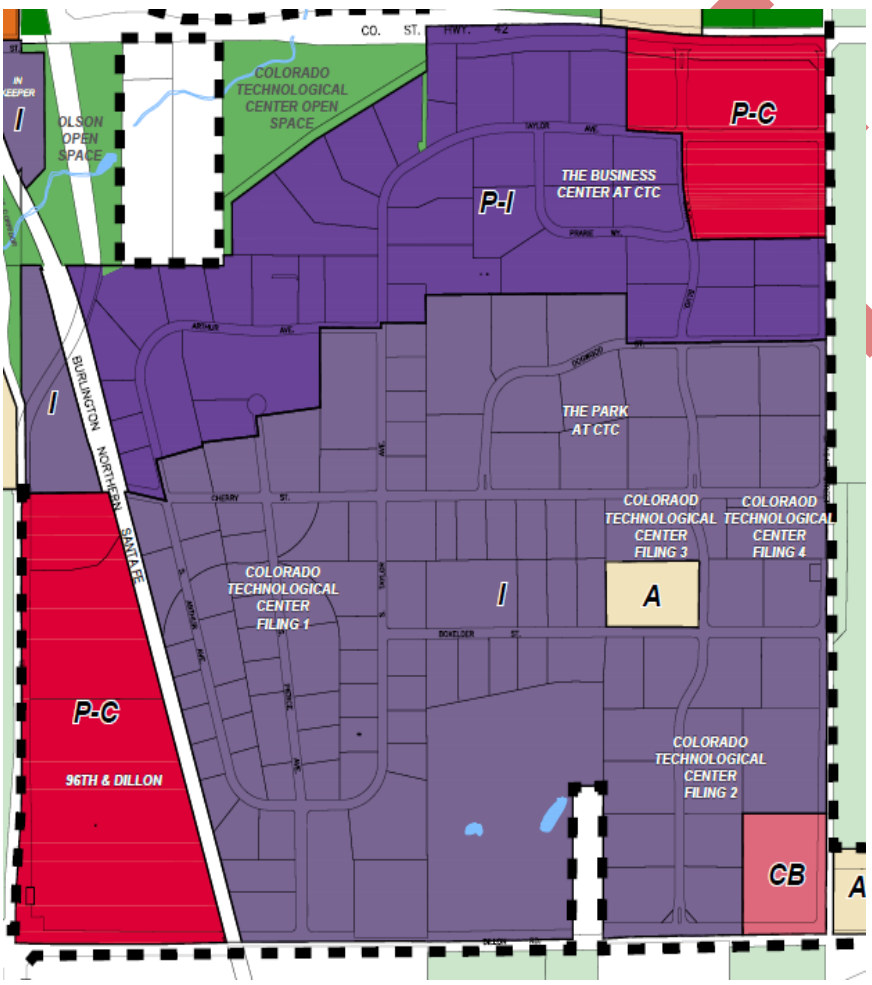
Conflict of Interest and Disclosure:
None.

Public Notice Certification:
Published in the Boulder Daily Camera on June 5, 2016. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on June 3, 2016.

Staff Report of Facts and Issues:

Robinson presented from Power Point:

- Located in CTC at the southwest corner of Highway 42 and 104th Street in the northeast corner of the Colorado Technology Center.
- Property zoned PCZD-C
- Requesting to rezone to PCZD-I
- Governed by Business Center at CTC General Development Plan
- When property was first annexed in Louisville, it was zoned Commercial Business (CB). When the Business Center at CTC GDP was approved in the early 1990s, it was rezoned to PCZC-C. There were originally three parcels in that GDP zoned commercial. Property to the south rezoned to PCZC-I in 2015.
- CDDSG currently applies. The rest of the industrial properties are governed by IDDSG. Along with rezoning, the applicant requests IDDSG to apply if approved.
- North end of CTC along Highway 42 are either zones P-I or P-C and the CDDSG apply.



Rezoning should be approved if ANY of the following criteria are met.

LMC Section 17.44.050 – Rezoning Criteria:

1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan; *No evidence of error in zoning. It has been zoned commercial for 40 years. Not met.*

2.The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area; *The applicant argues that we are now seeing a lot of development in the CTC and demand for industrial flex space. Over the 40 years, we have seen no demand for commercial uses that the zoning calls for. When it was zoned commercial, it was with the intent that this would be a fully developed industrial office park to support ancillary commercial uses. We are near full build out to possibly support commercial uses and demand for commercial use. Met.*
3.The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning will be consistent with the policies and goals of the comprehensive plan; or *There is no specific proposed use for commercial to industrial and there is no evidence of civic use or community use. Not met.*
4.The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation. *Met.*

LMC Section 16.32.030 – Annexation:
A.The comprehensive development plan of the city will be considered in determining whether an annexation will be approved. *Questionable.*
D.Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission. *Met.*

Staff Recommendations:
Staff recommends Planning Commission move to deny Resolution No. 16, Series 2016, rezoning Lot 1, Block 3, Business Center at CTC and amending the Business Center at CTC General Development Plan.

If approved, Staff recommends the following condition:
1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

Commission Questions of Staff:
Moline says based on your presentation, it would be remiss of the PC to approve a rezoning. If we approve a rezoning, how would we do that in a way that has met the code?
Robinson says two of the four criteria could allow rezoning, and two are matters of judgement. If you disagree with Staff's interpretation, you can make some reasonable points to disagree. The first is #2 talking about the change. The response from the applicant mentions what has been going on recently in the CTC and why it should allow this rezoning. The second is #4 which goes to the annexation criteria. Staff thinks D is met and A is questionable. The Comp Plan calls for the CTC to be an industrial park which is what the applicant wants to do with this property. The Comp Plan also calls for some mix of other commercial uses. If this property is rezoned, there is still one property zoned Commercial. There are also commercial uses allowed by Special Review Use (SRU) in Industrial zoning. It does not preclude the possibility of any commercial use in the CTC. Those are the questions the PC should be considering and if the PC wants to approve it, this is where there is possibility.
Moline says if we keep this zoned Commercial and it will be one of two remaining lots left in the subdivision, how viable is just two commercial lots in an industrial park.
Robinson says it depends on how they will be developed. Commercial allows retail uses such as a restaurant or convenience store. The P-C zone allows office use.
Moline says the Udi's used to be up there on 104th and had a retail/commercial component. The Industrial zoning must allow for some of that use.
Robinson says restaurants are allowed as a SRU in the Industrial zone district. The PC recently approved the climbing gym and brew pub through SRU in the CTC.

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Tengler says relative to the four criteria for the rezoning, is that an "or" between 1, 2, 3, and 4?
Robinson says yes.
Tengler says last year, we approved the rezoning of a lot immediately to the south. What was different about that?
Robinson says it is further off of Highway 42 and likely less viable as a commercial use. It was originally half Industrial and half Commercial and was then rezoned all Commercial.
Tengler says we appear to have painted ourselves into a corner by allowing that lot and now pushing back on this one. My recollection is that the Udi's closed because they did not make it commercially and therefore, closed down the retail portion.
Robinson says I cannot speak for what happened exactly, but I heard they needed the space for their commercial baking operations.
Tengler says Crystal Springs seems to be doing reasonably well out there from a retail standpoint. Are you aware of anybody else having anything going on in the CTC after hours?
Robinson says no.
Rice says as it's currently zoned, what could be built there?
Robinson says a broad range of things can be built from any retail or service business, office, daycares, restaurants, hotels, or senior care facilities.
Rice asks are any of those things in existence in that area now.
Robinson says the Pearl Izumi development just west is an office development. There is no industrial or warehouse component. Crystal Springs brewery has an operation with taproom there. There is a gymnastics school and a karate school in the CTC.
Rice says from a practical standpoint, if the applicant gets the rezoning they are asking for, what will that add to the list they can build.
Robinson says it would reduce the variety of things they can do. P-C is a broader zoning category than P-I. It would allow the typical building built out in CTC today, a large industrial flex buildings.
Rice says that means the buildings predominantly out there now.
Robinson says buildings for warehousing and manufacturing.
Rice says when the rezoning occurred in 2015 on the parcel to the south, did Staff support that rezoning?
Robinson says Staff did support it.
Rice says the difference in character is that this parcel is on Highway 42. Why does that make a difference?
Robinson says the additional traffic at the major intersection makes it more viable for commercial use. When we looked at the parcel to the south, was that parcel viable for commercial? The analysis at that time was that because it is off a major road, it is less likely to develop.
Tengler says related to that, it suggests that Staff considers Highway 42 a viable street for producing retail traffic. If I think of the characteristics of Highway 42, there is nothing but a cemetery, an entrance to a park, and some residential further to the east. There is no retail along that street at all. It is a stretch to consider that simply because the property is located along Highway 42, it will become a reasonable retail or commercial space.
Robinson says that is a valid question. There is no guarantee that this property will be a viable commercial property at any time in the foreseeable future. That was the intent of the corner because that is where the traffic is. Staff looked at this as "are we ready to say this is not a viable commercial property" and it should be rezoned Industrial. Looking at the CTC, it is approaching build-out and attracting more employees. Will they be enough to support commercial along with Highway 42 traffic?
Zuccaro says the original intent of the GDP was for the properties along Highway 42 to meet the CDDSG so there would be a consistent frontage along that road. There are higher design standards under commercial versus industrial.

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Hsu says assuming we rezone, the applicant made a comment that they could not be zoned industrial and comply with the commercial guidelines. In the CTC area, how many current existing buildings comply with the CDDSG?
Robinson says Pearl Izumi and Lockheed, so only two.
Pritchard asks Staff if they know what the traffic flow is on Highway 42?
Robinson does not have the numbers.

Email entered into the record:
Motion made by **Rice** to enter email and memorandum from **Jim Vasbinder** dated May 13, 2016, seconded by **Tengler**. Motion passes 5-0 by voice vote.

Applicant Presentation:
Jim Vasbinder, Etkin Johnson Real Estate Partners, 1512 Larimer Street, Denver, CO
Thank you for your consideration of our request. I'd like to pass out some additional information.

Site Plan entered into the record:
Motion made by **Moline** to enter Conceptual Site Plan from Etkin Johnson, seconded by **Tengler**. Motion passes 5-0 by voice vote.

Vasbinder continues. In 1980 when the CTC was developed, there were certain areas zoned commercial and certain areas designated industrial. There is a recorded document that says this. However, the exhibit that was attached to that about which areas are which is nowhere to be found, and not part of the recorded document at the County. We have done title searches. While I will not argue with **Robinson** that 40 years ago, there was commercial, I am not convinced it was this spot. When we did the Business Center in 1998, we created this northern tier and it was requested by the City that we create these two different zones. We had the commercial zone along Highway 42 and had the industrial zone which was the balance of the property at CTC. When we did Filing 2 in early 2002, it is the property that goes down to Dillon Road, and the majority of that property was industrial. The corner piece that **Robinson** indicated is at the intersection of 104th and Dillon Road and is the City Service Center. It was a piece within Filing 2 that is commercial. All the rest of the Filings (we are up to Filing 4) are industrial. The PC was gracious enough to approve the rezoning on the parcel we call 2000 Taylor, which is the building currently under construction. That building is about 120,000 SF. I can tell you today that we have two active leases for the whole building. That is what's happening in the CTC. I cannot announce the two tenants, but you will be satisfied with the employment group. What we'd like to do in this particular rezoning is to take the 8 acres which is PCZD-C and create the PCZD-I and use the IDDSG for the development of this property. There are two things that are particular about this. The properties that front 104th Street that we have built have a 54' easement on the west side of 104th Street. It gives us an additional buffer which we use for landscaping and detention ponds. For this particular property at the corner, the easement runs along both the north side and the east side of this property. It essentially negates about 1.5 acre out of the 8 acres to be non-developable. We have more setback which we agreed to in 1998, and it gives us more room to create some landscaping and berms, and provide additional buffering along Highway 42. Since 1998, we have actively tried to market this property as commercial. We see some benefit to that as well since there is a large daytime employment base. Since 1998, we have not had one request or a proposal to build a building to lease to any commercial users. The problem is that it is a daytime employment base and there is no developable land to the north, which the City cemetery and open space. Everything to the east is open space to almost Highway 287 where there is a subdivision. When we built the Lafayette Corporate Campus and the hospital, we faced the same issues about trying to get retail along Highway 287, which has a substantially higher traffic volume. We were never successful. We have a café at Lafayette Corporate Campus that we subsidize and have for 10 years. It is a benefit to our tenants. There is retail now happening north of the hospital because

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there is some residential. We are asking for rezoning. I passed out a conceptual plan of this property that we are working on with an international user. We have not signed a transaction because we can't build this building due to zoning. This user has expressed a desire to be at this location. It is a well-known company which I cannot state. They have expressed a desire to vacate a location in one of the neighboring cities and relocate their operation here. We are coming to you for rezoning because we have active interest on this property. We will still build the building even if the transaction falls through. Over the last 5 or 6 years at the CTC, it is build it and they will come. We continue to have that success based on the services the City provides, the opportunity for housing, the retail in the area, and the attributes we love about the northern part of the City.

Commission Questions of Applicant:
Hsu says in your letter, you state you do not think the CDDSG are feasible with your intended use. Yet Staff mentions that there are two buildings that do comply with them. Can you speak about why you cannot comply?
Vasbinder says the Lockheed building is a two-story office building with very little service area. They have one loading dock for their products. The Pearl Izumi building is an office building. It is their marketing center. We sold that property to them and they built their building. We think it is a great addition to the park. It is not a service building but an office building. Our buildings are service buildings. We cannot do four-sided architecture; it is not possible. We have docks, we have service doors, and we have access points where we need to provide locations for tenant equipment whether it is processing equipment, cooling equipment, etc. We cannot satisfy the four-sided architecture that commercial requires. Commercial also has different criteria as it relates to the building proper such as stepping the facades differently than we have on our buildings. I'd like to point out that we have a 1,000,000 SF at CTC including with the building currently under construction. We pride ourselves on the buildings we develop with the City's help and input and approval. We don't think those buildings detract from what we've created at CTC. We can't satisfy the criteria with these big buildings if we use the CDDSG.
Hsu says the Pearl Izumi and the Lockheed buildings are built in the commercial zone and follow the CDDSG. When you solicit tenants for buildings or buyers of property, that type of use has also been marketed along with retail. Is that correct? You've had no interest in building an office building in that area. If we rezone it as industrial and you state you can't build four-sided architecture, is it possible to have the north side facing Highway 42 to be at a higher standard? The concern is that the frontage would look consistent with Pearl Izumi.
Vasbinder says you are suggesting that the buildings already developed at CTC don't look good on the front.
Hsu says there are certain guidelines for industrial and certain guidelines for commercial. Can you satisfy the commercial guidelines on the north wall?
Vasbinder says one elevation of our buildings can be are 600' long. We cannot build that in the commercial guidelines.
Rice says I am intrigued by your comments about the recorded document. What do you claim the zoning is on this property?
Vasbinder says in 1998, we created this as commercial.
Rice says you agree that it is zoned commercial. **Robinson** gave us a presentation on Code Section 17.44.050 which is essentially the four rezoning criteria under which we can grant a rezoning. Which of the four do you claim that your petition satisfies?
Vasbinder says I think there are two. I agree with **Robinson**'s analysis.
Tengler says, from memory, as I drive up Highway 42, I don't see much of Lockheed or Pearl Izumi. When I'm out on a dog walk across the street and walking down the hill toward the underpass, I see a lot of it. As you get closer to where this property is, are we still on an incline or it is relatively flat?
Vasbinder says once you get past Pearl Izumi, the property starts to level out. From 104th Street to Highway 287, it drops and is flat.

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Tengler says with the 55' easement, it strikes me that there is an opportunity to do some pretty high berming and landscaping that would effectively buffer any industrial design. It seems more of an issue when you are walking and taking advantage of the open space than if you are driving by.
Vasbinder says I agree with you. The IDDSG have a setback of 30'. With the conceptual design I am providing you, we have a setback of 100' to the building. We will utilize that easement area, particularly along Highway 42/Empire Road for exactly what you mentioned, landscaping and berming. We cannot "hide" the building but we can soften it.
Hsu says would you be amendable that if we accept the resolution to put the 100' setback as a condition to rezoning.
Vasbinder says yes.

Public Comment:
None.

Summary and request by Staff and Applicant:
Staff says this is a close call between whether it meets one of these two criteria. In Staff's analysis, we felt it didn't meet them. I think there is room in the criteria to find that they have been met. Staff recommends denial.

Closed Public Hearing and discussion by Commission:
Hsu says I understand there were some plans developed for this area. We should give some weight to that. I also understand, based on the facts, that since 1998, there has been no interest in a commercial building. We have waited long enough for it to develop. I can conceivably see some use for commercial for that business community there, but it seems we have waited a long time. I am concerned about the design part. I think I will vote for the resolution with some condition attached for the 100' setback or the CDDSG attached.
Rice says I believe the request does meet the rezoning criteria on multiple counts. I think we are within our bounds to grant rezoning of this property. In terms of the nature of the petition, they are simply trying to rezone this property to be entirely consistent with what else is in that area. We are not trying to do something completely different from what is out there. I support the request.
Tengler says for the same reasons **Commissioner Rice** just stated, I am also in support.
Moline says I on the side of Staff on this. I am not compelled at all that the conditions have changed out there. I think this was put into effect to protect this view shed from Downtown looking off to the southeast. I think it was intended to protect the view shed of Highway 42. I don't think that the fronts of the buildings in the CTC are appropriate for this area. They are very appropriate for the middle of the CTC, but I strongly disagree that they are appropriate here on Highway 42. I don't think there will be a big opportunity for commercial and the idea that we will see a commercial development is uncertain. I am not support of giving up the CDDSG in this location. We have open space on the east and we have open space to the north. If we allow a rezoning to industrial here, that is a slight in the face to the Pearl Izumi building which is one of the best looking, amazing buildings in the City. To allow something that is more industrial on this corner makes you wonder what happened.
Pritchard says I have been on the PC since 1998 and those items were never taken into consideration in terms of a view corridor. It was strictly to try to meet a need for the CTC; was there a way to capture some of that daytime population with businesses such as dry cleaning, gas stations, and convenience stores. It has been a long desired effort. In the case of Pearl Izumi, it was their personal philosophy to have a unique property. We could keep the current zoning forever and may have an underutilized parcel. The development this applicant has brought the CTC is where we are today. How do we soften the Highway 42 frontage? Do we encourage berming which would be useful to the applicant and to the City? I think the applicant has some very valid points in their email and memo. I agree with **Commissioner Hsu** that it

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would be nice to carry over some of the CDDSG but the applicant has made it clear that they do not believe they can meet those. We will have to make the call. I am comfortable with the applicant's request. I would prefer to see the property properly built by going on the experience and track record of the applicant. They will show respect to our community and show pride for their buildings.
Moline says these are good points. The applicant has a stellar track record at CTC and is doing great things for our community. To me, this is an important gateway to the City. With this type of development, it is hard to do the detail I would like to see in a building in this location.
Tengler says given the 600' long building, does that preclude the CDDSG to be applied.
Robinson says yes. The CDDSG calls for breaking up large buildings instead of allowing a 600' long façade. It also calls for a variety of materials. It is the overall mass and length of the façade.
Tengler says what would the applicant have to do to the building to make the commercial minimum guidelines?
Robinson says it would have to be broken up into at least two, possibly more, smaller buildings. The CDDSG says no façade should be longer than 50', but it doesn't have to be a separate building. The articulation should be more than 6", so it would be like separate buildings.
Rice says they should be rezoned and allowed to build an industrial building and meet the IDDSG.

Motion made by **Hsu** to approve **Business Center at CTC Rezoning, Resolution No. 16, Series 2016**, **Business Center at CTC Rezoning, Resolution No. 16, Series 2016.** A resolution recommending approval of an amendment to the Business Center at CTC General Development Plan (GDP) and rezoning from PCZD-C to PCZD-I for Lot 1, Block 3, The Business Center at CTC, with the condition that the CDDSG apply, seconded by **Moline**. Roll call vote.

Name	Vote
Chris Pritchard	No
Cary Tengler	No
Ann O'Connell	n/a
Jeff Moline	Yes
Steve Brauneis	n/a
Tom Rice	No
David Hsu	Yes
Motion passed/failed:	Denied

Motion denied 3-2.

Motion made by **Hsu** to approve **Business Center at CTC Rezoning, Resolution No. 16, Series 2016**, **Business Center at CTC Rezoning, Resolution No. 16, Series 2016.** A resolution recommending approval of an amendment to the Business Center at CTC General Development Plan (GDP) and rezoning from PCZD-C to PCZD-I for Lot 1, Block 3, The Business Center at CTC, with the condition of a 100' setback on the Highway 42 frontage, seconded by **Rice**. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Ann O'Connell	n/a
Jeff Moline	No
Steve Brauneis	n/a
Tom Rice	Yes
David Hsu	Yes
Motion passed/failed:	Pass

Motion passes 4-1.

DRAFT

Planning Commission– Public Hearing

Lot 1, Block 3, Business Center at CTC

Ordinance No. 1725 Series 2016 –

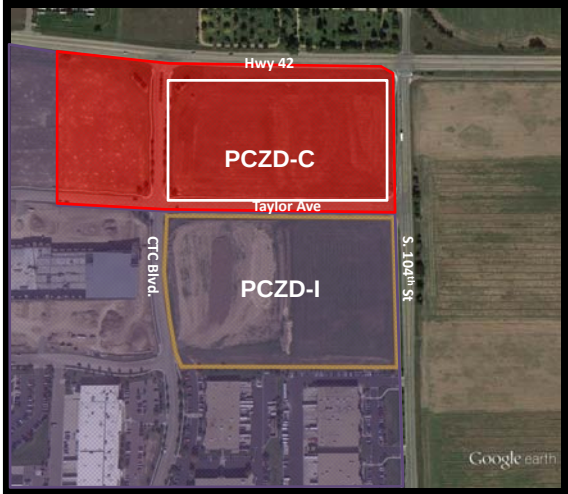
AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) AND REZONING FROM PCZC-C TO PCZD-I FOR LOT 1, BLOCK 3, BUSINESS CENTER AT CTC.

Prepared by:
Dept. of Planning & Building Safety

Lot 1, Block 3, Business Center at CTC

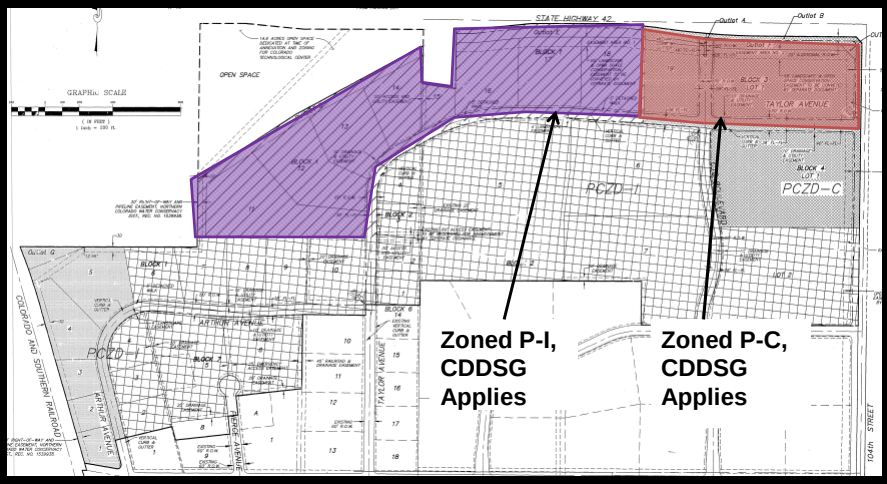
- Located in CTC
- Property zoned PCZD-C
- Requesting to rezone to PCZD-I
- Governed by Business Center at CTC GDP

Lot 1, Block 3, Business Center at CTC

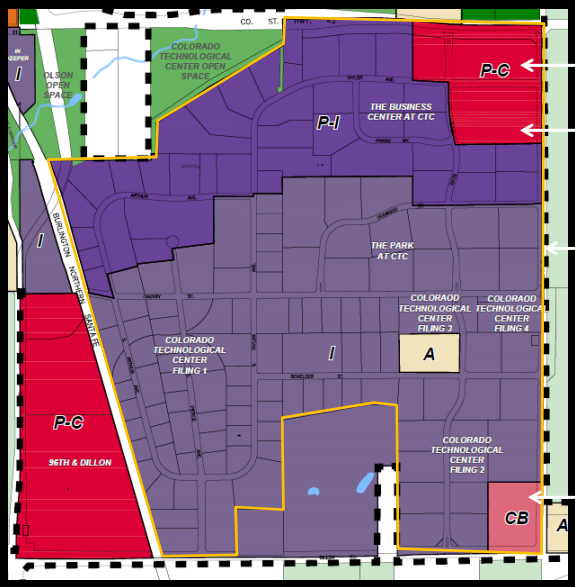


- Property to the south rezoned to PCZC-I last year
- CDDSG currently applies
- Applicant requests IDDSG to apply if approved

Lot 1, Block 3, Business Center at CTC



Lot 1, Block 3, Business Center at CTC



Lot 1, Block 3

Rezoned P-I in 2015

CTC

City Services

Lot 1, Block 3, Business Center at CTC

LMC Section 17.44.050 – Rezoning Criteria:

1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan;

2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area;

3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning will be consistent with the policies and goals of the comprehensive plan; or

4. The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation.

Lot 1, Block 3, Business Center at CTC

LMC Section 16.32.030 – Annexation:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

Lot 1, Block 3, Business Center at CTC

Staff recommends denial of Ordinance No. 1725, Series 2016, rezoning Lot 1, Block 3, Business Center at CTC and amending the Business Center at CTC General Development Plan.

If approved, staff recommends the following condition:

1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

Planning Commission recommended approval with the following condition:

1. Principal structures on Lot 1, Block 3, Business Center at CTC shall be set back at least 100 feet from the north property line.

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8E

SUBJECT: **RESOLUTION NO. 36, SERIES 2016 – A RESOLUTION DENYING A REPLAT TO SUBDIVIDE A 15,000 SQUARE FOOT LOT INTO TWO LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION**

DATE: **AUGUST 2, 2016**

PRESENTED BY: **SCOTT ROBINSON, PLANNING AND BUILDING SAFETY DEPARTMENT**

SUMMARY:
At their July 19, 2016 meeting, City Council held a public hearing to consider an application to subdivide the property at 105 Roosevelt Avenue. Council passed a motion directing staff to prepare a draft resolution for denial of the application and return the resolution to the City Council for consideration at their August 2nd meeting. The draft resolution of denial is attached for Council's consideration. As a reminder, Council closed the public hearing at the July 19, 2016 so any reconsideration of the application must be renoticed for a future hearing. Staff recommends Council make any desired changes to the resolution so it accurately reflects Council's reasons for denying the application, and vote to approve the resolution.

ATTACHMENTS:
1. Resolution No. 36, Series 2016

RESOLUTION NO. 36
SERIES 2016

A RESOLUTION DENYING A REPLAT TO SUBDIVIDE A SINGLE 15,000 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 ft vacated alley, Block 4, Johnson's First Addition; and

WHEREAS, the City Council held a properly noticed public hearing on July 19, 2016, where evidence and testimony were entered into the record, including without limitation the application and supporting materials, the Louisville City Council staff report dated July 19, 2016 and all attachments included with such staff report; applicable provisions of the City comprehensive plan and the City subdivision and zoning ordinances set forth in titles 16 and 17 of the Louisville Municipal Code; and additional written statements and other documents, as well as testimony from the staff and applicant; and

WHEREAS, the City Council by this Resolution desires to set forth its findings, conclusions and ruling with respect to the application.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. Based on the testimony of the witnesses and the documents and other evidence made a part of the record of the hearing before the City Council, the City Council finds as follows:

a. The application is for replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 ft vacated alley, Block 4, Johnson's First Addition. The property is owned by Creel E Kerss. The applicant is Creel E Kerss.

b. The property that is the subject of the application is zoned Residential Low (RL). Section 17.12.040 of Title 17, Zoning, of the Louisville Municipal Code (LMC) sets minimum lot area and minimum lot width requirements for the RL zone district.

c. The property that is the subject of the application is 100' x 150', currently conforms to applicable requirements of Title 17, and is occupied by an existing house.

d. The applicant received variances from the minimum lot area and minimum lot width requirements of section 17.12.040 of the LMC from the Board of Adjustment on December 16, 2016. The approval of such variances allows the owner to proceed with a minor subdivision process under title 16, Subdivisions, of the LMC, which process requires City Council approval for any minor subdivision.

e. The subdivision proposed by the application is subject to the lot requirements set forth in section 16.16.050, Lots.

f. The project proposed by the application is requesting waivers from the lot design standards established in section 16.16.050.

g. Section 16.24.010 allows modifications of these standards "in cases where, due to exceptional topographical conditions or other conditions peculiar to the site, an unnecessary hardship would be placed on the subdivider. Such modifications shall not be granted if it would be detrimental to the public good or impair the basic intent and purposes of this title. Any modification granted shall be in keeping with the intent of the comprehensive development plan of the city."

h. The decision criteria that apply to the applicant's proposed final plat are set forth in chapter 16.12 of the Louisville Municipal Code, and primarily in section 16.12.075 of that Chapter.

Section 3. Based on the foregoing findings and the evidence and testimony presented at the hearing, the City Council hereby concludes that the application should be denied for the following reasons:

a. The project proposed by the application does not meet criteria A.1 and A.3 of section 16.12.075 of the LMC. In particular, the City Council concludes that the proposed plat does not comply with criteria C and D of section 16.16.050 and is not eligible for modifications to the design standards under section 16.24.010 of the LMC because there are no exceptional topographical conditions or other conditions peculiar to the site that place an unnecessary hardship on the subdivider. In this regard, City Council finds no topographic conditions or other conditions preventing continued and future use of the conforming lot for conforming structures, and that the location of the existing house is not a topographic or site condition causing unnecessary hardship so as to support the creation of lots not meeting the lot design standards of section 16.16.050 of the LMC.

Section 4. In accordance with the above findings and conclusions, and based upon the evidence and testimony presented at the hearing, the City Council of the City of Louisville hereby denies the application for approval of a replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 ft vacated alley, Block 4, Johnson's First Addition.

PASSED AND ADOPTED this 2nd day of August, 2016

By:_____
Robert P. Muckle, Mayor

Attest: _____
Carol Hanson, Deputy City Clerk

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8F

SUBJECT: **DISCUSSION/DIRECTION - POLICE DEPARTMENT'S 2017-2021 MASTER PLAN**

DATE: **AUGUST 2, 2016**

PRESENTED BY: **CHIEF DAVE HAYES, POLICE DEPARTMENT**

SUMMARY:
The Police Department's 2017-2021 Master Plan is the department's five-to-seven year plan to guide the business operations of police service delivery in a manner that meets both the Council Goals and community's standards, by building on the department's strengths, addressing existing deficiencies, and defining a course that ensures continued high-quality and cost-effective law enforcement services.

FISCAL IMPACT:
Implementation of the Police Master Plan will take place over a number of years to spread out budgetary and other related impacts.

RECOMMENDATION:
The Master Plan recommends strategies and initiatives to move the Louisville Police Department toward the vision of being a leading edge police department, having well-trained officers and staff and contemporary equipment to provide the best service possible to the community. Performance measures will be established to monitor service improvements and progress toward the Plan's strategies.

ATTACHMENT(S):
1. 2017-2021 Police Department Master Plan

Louisville Police Department

2017 – 2021 MASTER PLAN

City of Louisville
COLORADO • SINCE 1878

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Executive Summary

One of the foundations of a community's ability to go about its daily life is the basic feeling of safety. Governments at all levels share this responsibility. The core mission of the Louisville Police Department (LPD) is to work with the Louisville community to provide a safe and secure city through education, enforcement, and investigative services. Sworn officers and non-commissioned members of the police department take pride in their commitment to uphold the law and maintain peace.

With a 2016 budget of $4,957,360 million, 34 sworn officers, and seven civilian employees (includes fulltime, part-time, and temporary fixed-term [seasonal] employees. LPD provides a broad spectrum of law enforcement services, including responding to both emergency and non-emergency calls for service, crime prevention, investigations, traffic enforcement, animal control and code enforcement. The Police Master Plan is the City of Louisville's five-to-seven year plan to guide the business operations of police service delivery in a manner that meets the community's standards. In addition, the Police Master Plan is designed to better reflect current and emerging trends, which include an increasing population, some change in demographics; more complicated calls for service requiring more staff time; changing community expectations; advances in technology and communication and the use of technology to investigate crimes; and requirements for court evidence. The Police Master Plan moves LPD toward the vision of being a leading edge police department, having well-trained officers and staff and contemporary equipment to provide the best service possible to the community.

Recommendations: Strategies and Initiatives

LPD developed a number of strategies to address the provision of emergency and non-emergency services which include:

- Adjust service delivery to meet new community expectations, while maintaining basic public safety. Sample initiatives include evaluations of additional options to handle requests for service; and phasing-in additional sworn officers and civilian staff over five years to provide more time for community policing activities and proactive enforcement.

- Provide additional weaponry to assist officers in staying safe. Weapons are to include: shotguns, less lethal shotguns, and rifles.
- Refine a "Community Policing" approach and develop future strategies to further support neighborhoods and businesses; increase the use of alternative modes of transportation, such as foot and bicycle patrols, as a community policing strategy to monitor traffic, identify safety issues, and improve enforcement capabilities.
- Continue to plan and develop safe procedures for the increasing number of special events, and maintain commercial crime prevention efforts through education, enforcement, and investigation.
- Use resources more efficiently and effectively to provide professional police services to the community. Sample initiatives include developing a strategic approach to better meet the changing demands of technology in the areas of forensics, criminal investigation, communication, and data collection.

Performance Measures

Performance measures are used to monitor service and progress toward the Master Plan strategies. Historically, police effectiveness was measured by crime statistics, response times, and guidelines balancing the number of officers with the residential population. LPD also includes victim feedback, District Attorney's Office feedback, and results from our community survey. Overall, LPD is doing well in the areas of solving crimes, training, and holding employees accountable to a high set of standards. Nationally, Louisville has a lower crime rate compared to other similar sized cities.

An area for improvement is in the average response time from the time a call was received to the arrival of an officer on Priority One (emergency) calls. The response time has shown to have increased, which is mostly due to changes in tracking time and improvements in record keeping. Implementation of technological improvements will assist in more accurate data collection, and LPD will further evaluate opportunities for improvement in response time standards.

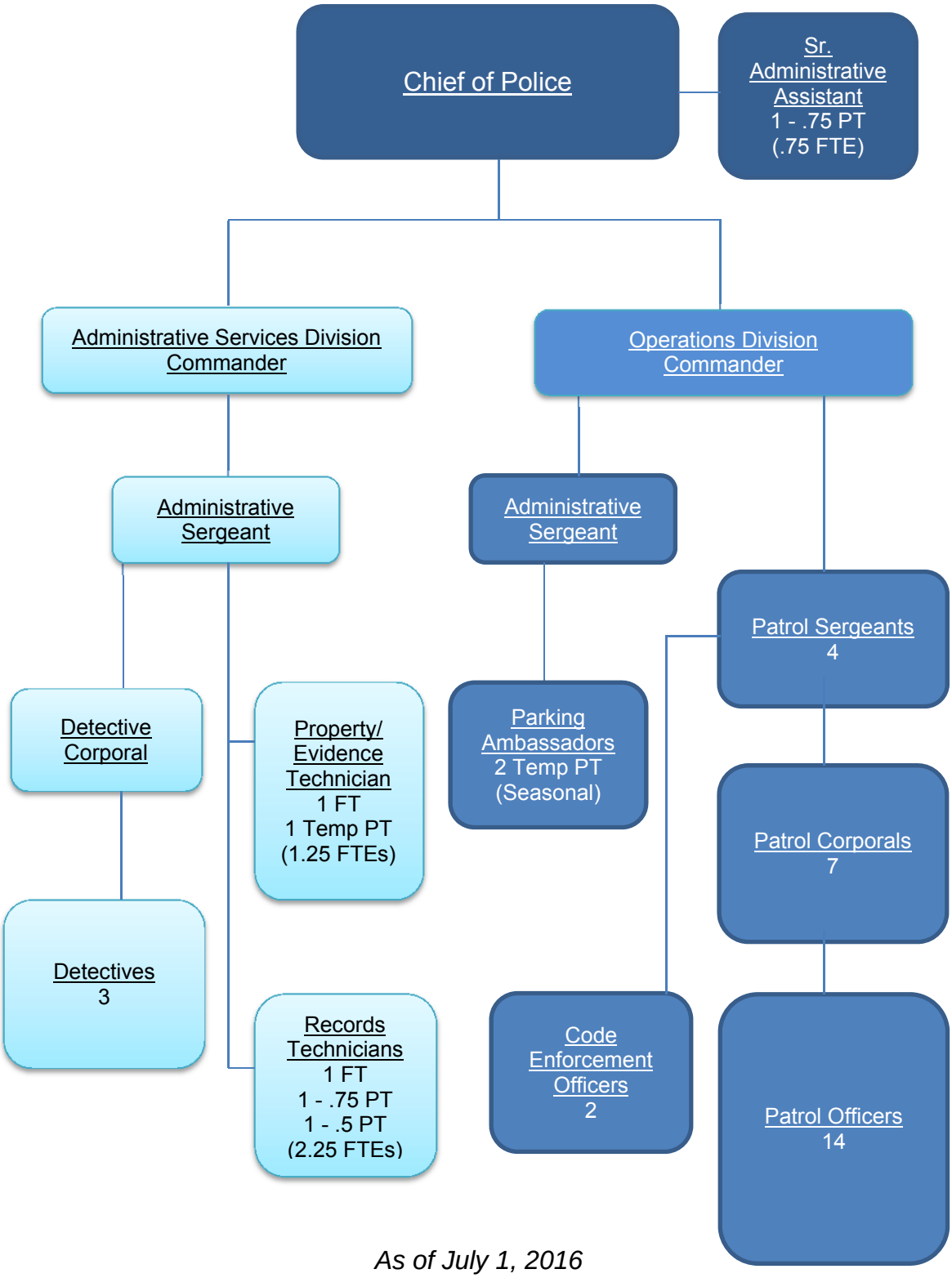
Implementation and Next Steps

With the adoption of this Master Plan, LPD commits to the initiatives outlined. Some action steps will require additional funding. As a result, full implementation of the Police Master Plan is contingent on City Council approving the funding needed and will take place over a number of years to spread out budgetary and other related impacts. LPD is already moving ahead with many of the recommendations in the Master Plan that do not require additional funding or staff. Progress will be reviewed, and accomplishments reflected as part of the annual budget process. Every effort will be made to ensure that LPD efforts complement City Council Goals.

2016 Council Goals for Public Safety and Justice

"Police and other City Staff working with the community to help ensure safety; satisfy residents' expectations that individuals observe the City's Municipal Code and State Law; and the justice system is fair, effective and efficient."

2016 Police Department Organizational Chart



As of July 1, 2016

The Louisville Police Department Badge

In 2015, Police and Community representatives met and collaborated on creating a new police breast badge that is more indicative of the ties to the Louisville community. The new badge is to be introduced and issued to officers in the late summer of 2016, to be proudly worn by all Officers of the Louisville Police Department.

Its Meaning

The oval shape of the shield, although a contemporary style for law enforcement badges, dates back to medieval times. The first “police badges” were the coat of arms worn by knights. These coats of arms identified the knight and his allegiance to justice, chivalry and his royal leaders by being displayed on his shield. Much like the police of today who swear to protect and serve, knights from the medieval era were often sworn in and asked to “Protect the weak, defenseless, helpless, and fight for the general welfare of all.”

The laurel leaf wreath border design has captivated attention with its distinction for centuries. The circular shape of interlocking branches is a historic crowning emblem that resonates victory, power and glory. Tied historically to classical ancient Greek, Roman and Biblical times, the laurel leaf has held its esteem for centuries.

In the background sits a starburst with 14 distinctive rays. The lower five serve as pillars pivotal to the Law Enforcement profession, to: Protect, Defend, Serve, Honor, and Courage. The nine rays shining out to the world represent the essence and values of the Louisville Police Department: Safety, Quality of Life, Community, Collaborative, Communicative, Integrity, Leadership, Preparedness, and Respect

The top banner proudly denotes the Officer's rank. The next banner boldly announces "Louisville, Colorado", not to be mistaken with cities of a similar name throughout the country. The third banner displays the official classification of "Police" Officers. The last banner personalizes each badge. The first number denotes the year in which the Officer was hired by the Louisville Police Department. The second number is that number assigned to the Officer. It is a unique number in the 400 series that becomes as much as an identity as the Officer's name itself.

The simple six-point Marshal's star is inlayed with the date of 1878. That date being the recognized year that Louisville incorporated into a city. Until the mid 1900's, Louisville was protected and served by Marshals wearing a simple six-pointed star. It was during that period Louisville suffered its first law enforcement line of duty death with the killing of Marshal Victor Helburg in 1915.

The center piece of the badge is a collection symbols that are both uniquely Louisville and act as a reminder of the Police Officer's duty. Affectionately known as "Joe the Miner", stands the iconic statue of a miner founded in Louisville's heritage of coal mining. At his feet wraps railroad tracks, which was the driving force behind the coal mining industry. To the left sits the state seal of Colorado, while the American Flag flies in the background. Combined, it reminds the Officer of their duty to uphold the Constitution of the United States, the laws of the State of Colorado and the ordinances of the City of Louisville.

Introduction

What is the Louisville Police Master Plan?

The Police Master Plan is the City of Louisville's five to seven year plan to support public safety services by building on the Louisville Police Department's (LPD's) strengths, addressing existing deficiencies and defining a future course that ensures continued high-quality and cost-effective law enforcement services.

The Police Master Plan is a plan for the future intended to reflect current and emerging trends, which include an increasing population and changing demographics; a change in the types of calls for service; changing community expectations; advances in technology and communication; the use of technology to investigate crimes; and requirements for court evidence. The Master Plan is intended to guide the LPD for the next five to seven years in addressing the business operations of police service delivery in a manner that meets the City Council's and community's standards.

Major Accomplishments in 2015

- ✓ Creation of the department Mission Statement and Values;
- ✓ Revamping of the Hiring and Promotion Processes to more formalized processes, with increased emphasis on advanced education for both entry level hiring and promotion, and more transparent processes;

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- ✓ Temporary assignment of detectives to Boulder County District Attorney's Office;
- ✓ Started on-going succession planning;
- ✓ Creation of the Corporal rank (as the result of this new rank and Sergeant openings, 15 promotions were made in 2015, including the promotion of three department members twice - Officer to Corporal, and then Corporal to Sergeant. These promotions allow us to provide 24/7 supervisor coverage.
- ✓ Improved relationships with the Louisville and Rocky Mountain Fire Districts;
- ✓ Dedication of the Louisville Law Enforcement Memorial at Helburg Park;
- ✓ Implementation of a Taser Program;
- ✓ Increased radio interoperability, including additional VHF frequencies, and 700-800 radios/talk groups to enhance our radio communication, both within Boulder County, as well as our surrounding public safety partners;
- ✓ Established a new car design to provide secure storage and ready access of rifles, shotguns and less lethal weapons; and
- ✓ Began needed changes in our department culture.

The Louisville Police Department is well on its way to becoming a more progressive law enforcement agency, knowing there is always room for continuous improvement. The departmental Master Plan takes the goals and policies of the City and provides specific guidance for delivering police services. The Master Plan establishes detailed policies, priorities, service standards, facility, capital and system needs and budgeting for the delivery of services; recommends strategies for protecting the public's safety, while responding to growth; and identifies areas where the department intends to comply with recognized best practices.

How does the Master Plan affect daily life in Louisville?

The Master Plan defines a course for providing high-quality and cost-effective public safety services through education, enforcement and investigative services. It also reflects the department's intent to continue to improve public safety services, which will benefit everyone who lives, works, and plays in Louisville.

Essence, Mission, Values and Vision

To help guide LPD, Department leadership and staff in 2015 developed the following Essence, Mission, Values and Vision statement.

Essence

Safety | Quality of Life | Community

Mission

Ensuring public safety and improving quality of life in partnership with our community

Values

We commit our talent and energy to the Mission of the Louisville Police Department by consistently demonstrating the following Core Values:

Collaborative – We embrace teamwork by coordinating efforts and ideas, being flexible, accessible and open to change and input. We achieve better outcomes as partners.
Communicative – We are conduits for meaningful communication. We actively listen and share information, are transparent and follow through.
Integrity – We conduct ourselves ethically and honestly to enhance trust within our organization and the community.
Leadership – We inspire, motivate, empower, guide, model accountability and are courageous.
Preparedness – We invest in our organization's success and are focused on continuous improvement. We provide professional development and training opportunities, stay current on industry trends and technology, strive for innovation and serve as proactive problem solvers.
Respect – We are open-minded, appreciate diversity and value the rights of all people.

Vision

To provide service excellence with state-of-the-art technology, well-trained officers and staff, and up-to-date equipment to provide the best service possible to the community.

Overview of Current Operations

LPD provides safety, education, enforcement and investigative services to the City of Louisville. The Police Department employs 34 commissioned Officers, including the Chief and two Commanders; and seven civilian employees, including three Police Records Technicians, one Property and Evidence Technician, two Code Enforcement Officers and one Senior Administrative Assistant. With a 2016 budget of $4,957,360 million, LPD responds to emergency and non-emergency calls for service, including natural disasters, and provides the following services:

- Enforcing state criminal statutes and city ordinances as well as protecting United States and Colorado constitutional rights;
- Conducting criminal investigations;
- Partnering with the community to address crime;
- Providing public safety and crime prevention education for the community;
- Managing public safety at special events like the Taste of Louisville, Street Faire, 4th of July, and Labor Day and Christmas Parades;
- Conducting traffic and driving while under the influence (DUI) enforcement, as well as investigating traffic accidents; and
- Providing code enforcement.

Organizationally, the Police Department is structured into two main divisions: the Operations Division and the Administrative Services Division. The Operations Division is responsible for enforcement functions through the Patrol and Code Enforcement Sections.

The Support and Staff Services Division provides the Investigative (Detective) function, as well as support to the Operations Division, maintaining the internal operations of the department (Records, Property and Evidence, Training, Finance and Personnel).

Relationship Building

LPD fosters community relationships in many different ways, such as:

- Providing School Resource Officers in schools to promote safety and cultivate relationships with students and administrators and offer threat mitigation training.
- Liaison with the City of Louisville Liquor Authority.
- Serving as liaisons to groups and organizations, such as: Adult Protection, Blue Sky Bridge Child Advocacy Center, Child Protection, Domestic Violence Prevention, and Neighborhood Groups.

Specialized Training

To maintain proficiency in a wide variety of police services, the department conducts a broad range of training to officers that exceed the standards set by Colorado's Board Peace Officer Standards and Training Board (POST). Mandatory courses include: Proper Holds and Restraints, Anti-Bias Training, Community Policing / Community Partnership training, De-Escalation training, Use of Force training, an extensive firearms program encompassing qualifications and tactical training, Taser, and mandatory and voluntary skills development sessions. Officers also participate in on-line training programs, as well as First-Aid, CPR, and use of Automatic External Defibulator (AED).

Philosophy

Public safety and crime prevention are the department's top priorities. City-provided police service is designed to protect the public through education, prevention, response, enforcement, and investigative services. LPD provides both service and safety, and has adopted a philosophical shift from a traditional 911-driven purely reactive approach, to an emphasis on community-based, prevention-oriented (Investigating Beyond the Obvious) police services. Often referred to as community-oriented policing, the LPD believes in building partnerships with the community to work on solving crime and crime-related problems. One primary goal of this approach is to reduce crime and disorder by carefully examining the characteristics of problems in neighborhoods, and then applying appropriate problem-solving remedies. To be successful, this effort should engage many different groups within the city including neighborhood alliances, local schools, human service agencies, church groups and members of the business community.

Summary of LPD Programs

LPD defines its fundamental responsibilities as the following:

- ⇨ Enforcing laws and preserving public safety and order;
- ⇨ Reducing crime and disorder through prevention and intervention;
- ⇨ Responding to community needs through partnerships and joint problem-solving;
- ⇨ Investigating and reporting serious and non-serious crimes for prosecution;
- ⇨ Providing information and service referrals; and
- ⇨ Managing and administering departmental operations.

Trends and Community Needs

As part of the Master Plan development, the LPD identified key emerging demographic trends, crime statistics, and community demands that have implications for the Department.

TRENDS: Factors Driving the Need for Change

Based on the key demographic trends, crime statistics, and changing conditions in the community, LPD considers the following factors as having important implications for the future of police response:

- Increase in Population, Commissioned Officer Staffing and Changes in Demographics

Time Period	Population	# of Commissioned Officers
July 2006	18,070	33
July 2010	18,408	33
July 2011	18,570	31 (staff reduction)
July 2012	18,966	29 (further reduction)
July 2013	19,986	32
July 2014	20,047	34
July 2015	20,100	34

The Colorado Department of Local Affairs estimates the City's population at 20,100, with projections indicating small increases over the next few years. Louisville's population is aging, and the County's population of age 60 and over is expected to nearly double by 2020.

- Increase in the Complexity of Calls for Service – There has been a long-term upward trend in the complexity of calls for service and LPD expects this trend to continue for the next six years.

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- ⇨ New Issues and Changing Community Expectations – LPD is starting to shift from a traditional 911-driven, purely reactive approach, to one that emphasizes community engagement, crime prevention, and maintaining Louisville's high quality of life. Police departments are increasingly drawn into difficult social and community problems that do not align with traditional perspectives of law enforcement. The department also responds regularly to calls related to medical needs, mental health needs and related issues, substance abuse issues, and family and domestic problems. The Police Department is one of the few government entities accessible 24 hours/seven days per week.

- ⇨ Advances in Technology and Changes in Communication - Law Enforcement agencies around the county are dealing with rapidly evolving technologies designed to improve the efficiency of police work and the ability to solve crimes. Many of these technologies are now integral to standard operating practices, and are expected by both the community and the criminal justice system. The cost of staying current with this technology has increased over time as improvements are made and new technology emerges. In addition, the Police Department must address the different ways people communicate, including cell phones, computers, texting and various types of social media. This includes the community demand for greater access and availability of more information, quickly, and in various ways.

- ⇨ Use of Technology in Crimes and Requirements for Court Evidence – Police departments must plan for new technologies being used in the commission of crimes such as fraud, cybercrime, internet child pornography, and identity theft. With the rapid advances in forensic science, police departments and prosecutors are under greater scrutiny when presenting evidence in Court. Juries increasingly demand better evidence, better reporting and more thorough investigations. Police departments must be prepared to handle these greater demands with more specialized services to support the complexity of the analysis.

Recommendations

Strategies and Initiatives

LPD strives toward service excellence by working with the community. As part of the Master Plan update, LPD developed the following strategies to address the future of police services:

- Safe Community – Adjust service delivery to meet community expectations while maintaining basic public safety. LPD protects people, homes and businesses by delivering services equitably and fairly and helps to provide a predictable sense of safety and security.
- By working in partnership with the community, LPD can increase its effectiveness in solving community problems, reducing crime and making neighborhoods safer and more attractive. LPD may need to adjust service delivery in order to meet the needs of the community. Through efficiencies and differential response strategies, LPD anticipates increasing the time for officers to engage in proactive problem solving. Key initiatives in this area include:
- Evaluate additional options to handle requests for service. Having multiple options for addressing requests for police response allows the department to provide tailored service to members of the community while potentially delivering cost savings to the City. As an example, LPD could develop an education campaign to inform the community of options for service including online reporting, and filing non-emergency police reports at the front counter of the Police Department, maintaining that LPD will respond in person if a caller wants to see an officer. LPD will continue to evaluate additional options to handle requests for service such as developing online reporting capabilities and adjusting, as appropriate, the prioritization of calls for service.

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- ⇨ Implement a change in LPD's policy to reduce the amount of time spent responding to false alarms. LPD intends to ask City Council to consider an intrusion alarm ordinance that is focused on registering alarms with the City, and directing an attempt to verify alarms, prior to calling police. In 2015, LPD responded to 501 alarms (all false), using approximately 500 hours, or the equivalent of 12 and one-half weeks of staff time. As of June 30, 2016, the Department has responded to 292 alarms (all false). The effect of the current policy is that the Police Department supports private alarm companies, by providing the response to alarms on which private businesses earn a profit. LPD receives no funding for providing this service. For these reasons, many cities have adopted code changes to require some type of verification of a break-in prior to calling police. This eliminates or greatly reduces responses to false alarms, and has been proven successful in other communities. This change would only apply to burglar (property protecting) alarms, and would not change LPD's response to hold-up (people protecting) alarms from banks, or personal help alarms that are triggered by individuals.
- ⇨ Phasing in additional sworn officers over five years to provide more time for community policing activities and proactive enforcement. Currently, LPD has enough staffing to meet average standards for calls per officer and response times. However, this does not necessarily take into account the type of policing provided by LPD. Officers need more time to be able to interact with the community in various ways and venues, including all schools, the Recreation and Senior Center, at community events, through special presentations, with neighborhood crime watch representatives and others. The Department needs additional staffing to do this. Therefore, LPD proposes phasing in an additional eight sworn officers over the next five years. Appropriate staffing of LPD will continue to be evaluated within the context of meeting current and future needs of the community. With the additional staffing, the Department could implement the following key initiatives:

- ⇨ Hire a Crime Prevention Technician to conduct and maintain a variety of community and business based crime prevention programs and community relations programs for the benefit of the department and citizens. These programs may include: Neighborhood Watch, Elder Watch, Operation ID, Business Watch, Shoplift Prevention, Bad Check Prevention, and Residential Security Surveys.
- ⇨ Promote, conduct and maintain a variety of school based crime prevention programs and community relations programs for the benefit of the department, schools and students. These programs include, School Crime Stoppers, Police tours, Citizens Police Academy, and presentations for students.
- ⇨ Expand public speaking and presentations to present information to various groups; interact with the public in a variety of settings, coordinate a wide variety of community events.
- ⇨ Improve intra and inter agency coordination by more effectively sharing information concerning crime trends, crime analysis, specific incidents and crime prevention practices.
- ⇨ Collect and analyze data and information to identify crime trends. Formulate responses/solutions to these trends and assist department members in implementing.
- ⇨ Implement more effective media communications for the Department.
- ⇨ Continue to build partnerships with hospitals and social service agencies. LPD is increasingly called upon for non-emergency matters; the need for these responses is often related to quality of life issues or social problems that rarely rise to a criminal level. While the types of social problems vary, it typically includes mental health, domestic/family intervention and juvenile delinquency. LPD Officers also routinely respond to the two hospitals, on calls related to residents or to patients at either facility. As a result, many opportunities exist for collaboration between police officers, social service agencies, hospitals and

social workers. LPD will continue to build on these partnerships as well as strengthen the relationships with other community groups. Key initiatives in this area include:

- Strengthen partnerships with social service providers to meet critical human service needs. Due to the nature of the work, police often encounter individuals who need assistance beyond public safety services. Police frequently refer individuals to social service programs for additional support. LPD will build upon the existing partnerships with the social service programs provided in the community.
- Continue to coordinate community outreach projects for disenfranchised community members and underprivileged, such as Sister Carmen and our Christmas Program to help children and families in need during the holidays. These efforts are designed to strengthen services for those in need which ultimately supports the well-being of the community.

⇨ Refine our "Community Policing" approach and develop future strategies to further support livable neighborhoods and vibrant business districts. "Community Policing" is a philosophy and commitment to working in partnership with the community. This involves more than just responding to calls for service. It requires time for officers to spend developing relationships with community members to work together to find solutions to community problems. LPD has long practiced the philosophy of "community policing." A focus group comprised of community and department members will be formed in the fall of 2016 to discuss the "community policing" philosophy and what it means in Louisville. Information from the focus group discussions will be used as a guide in developing future strategies for 2017 and beyond. These efforts are designed to focus and clearly articulate the direction for LPD in terms of community policing.

⇨ Continue to build better relationships with community groups that are often disengaged. LPD works to build relationships with the community, focusing efforts on those who sometimes feel disengaged from the Police Department, including the Latino, elderly and other minority populations. LPD actively

encourages victims to report crime, and treats everyone with the same respect and customer service regardless of their citizenship status. Engaging every group is important in creating a safe environment for all members of the community.

⇨ Adapt approaches to new development patterns. New developments and redeveloping areas sometimes have non-traditional and/or more compact development, which can have impacts on the approach to providing public safety services. For instance, in areas with more multi-family housing or multi-tenant business complexes, it is harder for police to locate the exact address when someone calls for service. In both residential and commercial buildings with many tenants and a secure entrance, it can be difficult for police to enter the building to respond to a community complaint or request for assistance. These are some of the challenges that LPD needs to address when responding to calls in such developments. Key initiatives in this area include:

- Adapt patrolling to increase visibility and connection. As staffing and resources allow, smaller geographical areas will be covered on bike and foot patrols, which will allow more visibility and connection with the community.

- Support collaboration on Small Area Plans and development review projects. As areas of the community undergo redevelopment that increases density, improves connections and creates livable public spaces, LPD will partner with other City departments during planning, engineering, design and review of plans and projects to ensure that redeveloped areas become quality places with adequate infrastructure and access by emergency responders.

- Maintain a high-quality urban environment through code enforcement. The City's Code Enforcement Officers focus on nuisance-oriented problems and quality-of-life issues, including scattered trash, weeds and overgrown landscaping, and snow that hasn't been removed within the 24-hour time limit. By improving proactive enforcement and through communications and education programs, Code Enforcement staff can help maintain the high quality of both residential and commercial areas.

- Leverage technology to monitor traffic, identify safety issues, and improve enforcement capabilities. LPD is committed to preserving and enhancing the safe and balanced transportation system that the community expects. Maintaining safety will require continued traffic enforcement, educational efforts for drivers, pedestrians, and cyclists, and support for transportation planning and engineering efforts to make all modes of travel safe in the community. As part of the traffic safety program, LPD and Public Works have added a Radar Reader as a way of monitoring streets that may have vehicles consistently traveling more that the established speed limit. The goal is to reduce speeding on a variety of streets in Louisville. LPD will continue to coordinate with Public Works to share data on traffic intersections and to evaluate current and future technological options to further improve safety.

⇨ Improve Emergency Management preparedness for natural disasters, such as floods, wildfires and tornados, and other emergencies, such as train derailments or other mass casualty events. Natural disasters and community-wide emergencies can cause specific damage and chaos. A strong police presence in these situations can help ease victims' fears and help prevent others from taking advantage of the disaster situation. When a natural disaster or community emergency occurs, police are involved in incident management, crowd control, ensuring public safety, directing traffic, providing public information, organizing search teams and other activities. Preventing and mitigating threats to the community from involves planning, preparation, equipment, and training, all of which require adequate staffing. Key initiatives in this area include:

- Continuing effective collaboration and coordination with other City departments, Boulder Office of Emergency Management, Boulder County Sheriff's Office and other service providers in preparing for threats to the community.

- Continuing to plan and develop safe procedures for the increasing number of special events. A special event is an activity or event held on or in City of Louisville property and/or facilities where there is a concern for the protection of participants, users and/or property. The City of Louisville provides for a variety of special events that contribute to the individual, social, economic and environmental health and well-being of the community. Since Louisville is considered a popular place to live and work, it is not surprising that the number of special events has grown over the years. Each event is unique, which means that each event requires a different approach to manage safety. LPD will continue to develop plans to manage the events in a safe manner, which often includes coordinating traffic, crowd control, escape routes, and other appropriate measures.

- Continuing efforts with local schools on "threat mitigation" education to improve safety. "Threat mitigation" refers to educating school personnel on how to make the school safer by practicing lock-down drills, assessing threats, identifying at-risk students, and supporting anti-bullying programs. Supporting a safe environment in the schools contributes to students' learning and growing, as well as providing a sense of security which helps to attract people and businesses to the community. LPD has three part-time School Resource Officers (SRO's) who are assigned to our seven Public and Private elementary, junior high and high schools, most of which are part of the Boulder Valley School District. LPD will continue efforts to support the local schools and improve safety in the community.

⇨ Balance the community needs with the proper use of resources to gain efficiencies. Enforce the laws and preserve public safety and order in a highly effective and efficient manner. This is done through strategic assignment of personnel, effective use of technology and advances in communication, and partnerships with other agencies such as the Boulder County Sheriff's Department, Lafayette, Erie, and the University of Colorado Police Departments and the Colorado Bureau of Investigation. Maintaining adequate staffing, state-

- ⇨ of-the-art equipment, contemporary policies and procedures, and sufficient training are all crucial toward keeping the community as safe as possible.
- ⇨ Facilitate cooperation and partnerships with other jurisdictions and agencies to share resources and improve efficiencies. LPD seeks partnership opportunities that help increase resource availability, save money, and/or increase efficiencies. Examples of recent partnerships include the availability of officers from the Boulder Sheriff's Office and the University of Colorado Police Department to work special events in Louisville.
- ⇨ Develop a strategic approach to better meet the changing demands of technology in the areas of forensics, criminal investigation, communication, and data collection. As improvements in technology and forensics continue to advance in the fight against crime, LPD must keep current in the use of technology and forensic techniques available to law enforcement to protect the community. This includes a new Records Management System (RMS) and communication capabilities through such means as upgrading the radio infrastructure and individual and vehicle radios, providing cell phones to personnel, and enhancing the mobile report writing capabilities. Fully using appropriate technology is a significant "force-multiplier" in that it simplifies operations and enhances service delivery. The department should remain current with contemporary standards.
- ⇨ Continue to adapt policies and procedures to reflect best practices to enhance operations and management of the Police Department. In order to further professional development, it is important to remain current on new standards and practices in the policing community. LPD accomplishes this through continued education programs, including attending training. LPD also subscribes to monthly police publications through the International Association of Chiefs of Police and the Police Executive Research Forum. Starting in 2014, the cities and towns of Louisville, Lafayette, Erie, Dacono, Frederick and Firestone (cities/towns of similar size and demographics) formalized a Best Practices Group which value sharing information, and using that information to improve

services and efficiencies. Learning from these cities/towns, as well as participating in professional development and keeping abreast of current policing developments through relevant publications, all contribute to implementing best practices to enhance operations and management of the LPD.

- ⇨ Maintain contemporary and professionally recommended training standards. As is the case with many police departments, a significant portion of the budget is dedicated to personnel. Continuing to invest in the primary asset of the Police department -- the staff -- through appropriate training is critical. LPD training instructors are certified in areas of expertise and sent to refresher or advanced training as needed. Each Louisville police officer receives continuing education / training every year to ensure peak performance for the community. At a minimum, LPD will follow the training hours mandated by Colorado P.O.S.T (Peace Officer Standards and Training).

Next Steps

- Develop a strategic approach to better meet the changing demands of technology in the areas of forensics, criminal investigation, communication, and data collection.
- Phase-in additional sworn officers over five years to provide more time for community policing activities and proactive enforcement.
- Upgrade an existing Officer position to Corporal, which will allow the Department to provide 24/7 supervisory coverage and provide a Detective Corporal to supervise Detectives.
- Hire Crime Prevention Technician
- Refine “community policing” approach and develop future strategies to further support livable neighborhoods and vibrant business district.
- Leverage technology to monitor traffic, identify safety issues, and improve enforcement capabilities.
- Evaluate additional options to handle requests for service.
- Prepare for City Council consideration an Ordinance to reduce the amount of time spent responding to false alarms.
- Support collaborative reviews on small area and neighborhood plans and development proposals.
- Protect and ensure quality urban environment through code enforcement.
- Continue to plan and develop safe procedures for the increasing number of special events.
- Strengthen partnerships with social service providers to meet critical human service needs.

- Continue to build better relationships with community groups which are often disengaged.
- Address traffic safety through education and enforcement.
- Maintain commercial crime prevention efforts through education.
- Continue efforts with local schools on “threat mitigation” education to improve safety.
- Maintain contemporary and professionally recommended training standards.
- Continue to collaborate and coordinate with other City departments, Office of Emergency Management, Boulder County Sheriff’s Office, and other service providers in preparing for threats to the community.
- Facilitate cooperation and partnerships with other jurisdictions and agencies to share resources and improve efficiencies.
- Adapt to changing needs and requirements in enforcing alcohol and marijuana.
- Continue to adapt policies and procedures to reflect best practices to enhance operations and management of the Police Department.

Performance Measures

Summary of Activities and Responsibilities

The Police Department is responsible for Public Safety, which includes Police Services (response to both emergency and non-emergency calls for service, event management, traffic enforcement and follow-up investigations), and Code Enforcement.

Overall Goals, and Performance Measures for Patrol, Investigations, and Code Enforcement

Overall Goals

Police working with the community to help ensure safety; satisfy residents' expectations; ensure that individuals observe the City's Municipal Code and State Law; and that the justice system is fair, effective and efficient.

Performance Measures and Contributing Projects

Patrol and Investigations

2017

- ⇨ Increase time spent in school zones (before and after school) and on alternate patrol (on foot and on bicycles).
- ⇨ Start Colorado Association of Chiefs of Police (CACP) Accreditation Process.
- ⇨ Increase DUI Enforcement and expand alcohol and drug education in the schools.
- ⇨ Survey requests for assistance to help ensure that we are providing good customer service.
- ⇨ Begin implementation of the Police Department Master Plan
- ⇨ Improve upon previous years' case clearance rates
- ⇨ Provide Procedural Justice Training to all department staff
- ⇨ Establish Neighborhood Watch type programs with initial implementation in 3 neighborhoods
- ⇨ Develop a proposed Ordinance to address false alarms
- ⇨ Select and begin implementing a new Police Records Management System

CHAPTER SIX

2018

- ⇨ Continue to improve clearance rates from 2017
- ⇨ Continue implementation of Neighborhood Watch type programs in 3 additional neighborhoods
- ⇨ Finish the transition to a new Records Management System

Code Enforcement

2017

- ⇨ Adopt and follow standards for Code Enforcement Officers' initiated activity to ensure that Code Enforcement is balancing proactive and reactive services
- ⇨ Measure and address repeat violators
- ⇨ Provide outreach to neighborhood and civic groups on the Municipal Code
- ⇨ Continue coordination with Open Space and Parks Ranger
- ⇨ Help coordinate a Spring Cleanup event
- ⇨ Continue actions to increase collaboration between staff in the Court and Police Departments
- ⇨ Coordinate selection of new Court software with a new Police Records Management System

2018

- ⇨ Develop informational brochures/handouts for citizens on how to comply with Municipal Codes
- ⇨ Work with the Director of Planning and Building Safety to assess the need for additional Code Enforcement staff for shared responsibilities
- ⇨ Continue outreach with neighborhood and civic groups
- ⇨ Assess any needed Code changes
- ⇨ Continue coordination with Open Space & Parks Ranger
- ⇨ Complete the transition to a coordinated Court and Police Records Management System

Implementation and Next Steps

With the adoption of this Master Plan, LPD commits to the initiatives outlined in the plan (within the existing budget), and to actively pursue the funding needed to implement the entire plan. As a result, implementation of the Police Master Plan will take place over a number of years, to spread out budgetary and other impacts.

In the future, LPD will incorporate new initiatives into the planning and budget processes as City resources allow. This includes phasing in additional sworn officers and one additional Corporal (submitted for consideration as part of the 2017-2018 budget process), as well as the hiring of a Crime Prevention Technician in 2017.

With this Master Plan as a guide, LPD will use the City's bi-annual Budget Process to develop annual budget requests. Progress will be reviewed and accomplishments reflected as part of the bi-annual budget process. Performance measures will be used to monitor service and progress toward the Master Plan objectives. Every effort will be made to ensure that LPD efforts align with City Council and community goals.

Increase in Number of Patrol & Detective Positions over Five (5) Years

Commissioned Positions	Current	2017	2018	2019	2020	2021
Chief / Cmd Staff	3	3	3	3	3	3
Administrative	2	2	2	2	2	2
Patrol Staff	25	25+2= 27	27+2= 29	29+2= 31	31	31
Detectives	4	4+1= 5	5	5+1= 6	6	6
Total	34	37	39	42	42	42

Deployment of Patrol Officers and Detectives–**2016**

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	5	5	5	9	4	4	4
Swings	4	4	4	8	4	4	4
Graves	4	4	4	8	4	4	4
Detectives		2	4	4	4	2	29

Patrol Officers and Detectives work four 10-hour days. There are three shifts (Days/Swings/Graves). There are two Patrol teams per shift: Team A works Wed-Sat; Team B works Sun-Wed. Wednesday is an overlap day to allow for required training or discretionary time off. Swings/Graves Team A shifts are generally the busiest. Day Shift Team B is staffed with one additional officer, which enables us to provide three part-time School Resource Officers. Absolute minimum staffing for each Patrol shift is three, (1 Supervisor (Sergeant or Corporal) and 2 Officers).

Deployment of Additional Positions – **2017 + 3** (1 Detective & 2 Patrol Officers)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	5	5	5	9	4	4	4
Swings	5	5	5	10	5	5	5
Graves	4	4	4	8	4	4	4
Detectives		3	5	5	5	2	32

Deployment of Additional Positions – **2018 + 2** (2 Patrol Officers)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	5	5	5	10	5	5	5
Swings	5	5	5	10	5	5	5
Graves	5	5	5	9	4	4	4
Detectives		3	5	5	5	2	34

Deployment of Additional Positions – **2019 + 3** (1 Detective & 2 Patrol Officers)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	5	5	5	10	5	5	5
Swings	5	5	5	11	6	6	6
Graves	5	5	5	10	5	5	5
Detectives		3	6	6	6	3	37

Deployment of Positions – **2020 through 2021 – Status Quo**

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	5	5	5	10	5	5	5
Swings	5	5	5	11	6	6	6
Graves	5	5	5	10	5	5	5
Detectives		3	6	6	6	3	37

Staffing / Assignments for Patrol & Detective Positions by Rank
Increase in the Number of Positions Over Five (5) Years

S – Sergeant
C – Corporal
O – Officer
DC – Detective Corporal
D – Detective

Current Staffing / Assignments by Rank – **2016**
(Three Officers on Days are also School Resource Officers.)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S - 1 C - 3 O - 5	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2
Swings	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2	S - 2 C - 2 O - 4	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2
Graves	C - 2 O - 2	C - 2 O - 2	C - 2 O - 2	S – 1 C – 2 O – 5	S - 1 O – 3	S - 1 O – 3	S - 1 O – 3
Detectives		DC - 1 D - 1	DC - 1 D - 3	DC - 1 D - 3	DC - 1 D - 3	DC - 0 D - 2	**29**

Additional Staffing / Assignments by Rank – **2017 + 3** (1 Detective & 2 Patrol Officers)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S - 1 C - 3 O - 5	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2	S - 1 C - 1 O - 2
Swings	S - 1 C - 1 O - **3**	S - 1 C - 1 O - **3**	S - 1 C - 1 O - **3**	S - 2 C - 2 O - **6**	S - 1 C - 1 O - **3**	S - 1 C - 1 O - **3**	S - 1 C - 1 O - **3**
Graves	C - 2 O - 2	C - 2 O - 2	C - 2 O - 2	S – 1 C – 2 O – 5	S - 1 O – 3	S - 1 O – 3	S - 1 O – 3
Detectives		DC - 1 D - **2**	DC - 1 D - **4**	DC - 1 D - **4**	DC - 1 D - **4**	DC - 0 D - 2	**32**

Additional Staffing / Assignments by Rank – **2018 + 2** (2 Patrol Officers)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S - 1 C - 3 O - **6**	S - 1 C - 1 O - **3**	S - 1 C - 1 O - **3**	S - 1 C - 1 O - **3**
Swings	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 2 C - 2 O - 6	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3
Graves	C - 2 O - **3**	C - 2 O - **3**	C - 2 O - **3**	S – 1 C – 2 O – **6**	S - 1 O – 3	S - 1 O – 3	S - 1 O – 3
Detectives		DC - 1 D - 2	DC - 1 D - 4	DC - 1 D - 4	DC - 1 D - 4	DC - 0 D - 2	**34**

Additional Staffing / Assignments by Rank – **2019 +3** (1 Detective & 2 Patrol Officer)

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S - 1 C - 3 O - 6	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3
Swings	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 2 C - 2 O - **7**	S - 1 C - 1 O - **4**	S - 1 C - 1 O - **4**3	S - 1 C - 1 O - **4**
Graves	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S – 1 C – 2 O – **7**	S - 1 O – **4**	S - 1 O – **4**	S - 1 O –**4** 3
Detectives		DC - 1 D - 2	DC - 1 D - **5**	DC - 1 D - **5**	DC - 1 D - **5**	DC - 0 D - **3**	**37**

Staffing / Assignments by Rank – **2020 through 2021 Status Quo**

Shifts	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Days	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S - 1 C - 3 O - 6	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3
Swings	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 1 C - 1 O - 3	S - 2 C - 2 O - 7	S - 1 C - 1 O - 4	S - 1 C - 1 O - 43	S - 1 C - 1 O - 4
Graves	C - 2 O - 3	C - 2 O - 3	C - 2 O - 3	S – 1 C – 2 O – 7	S - 1 O – 4	S - 1 O – 4	S - 1 O –4 3
Detectives		DC - 1 D - 2	DC - 1 D - 5	DC - 1 D - 5	DC - 1 D - 5	DC - 0 D - 3	**37**

SUBJECT: **ORDINANCE NO. 1727, SERIES 2016 – AN ORDINANCE AMENDING SECTIONS 13.08.040 AND 13.08.180 AND SECTION 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING WATER SERVICE REGULATIONS AND WATER TAP FEES – 1st Reading – Set Public Hearing 08/16/2016**

DATE: **AUGUST 2, 2016**

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

SUMMARY:
The attached ordinance includes three provisions amending Section's 13.08.040, Section 13.08.180 and Section 13.12.020.A regarding water service regulations and tap fees generally. The three revisions are as follows:

Service pipe regulation
Amend Section 13.08.040 concerning the party responsible to maintain and repair water service pipe and fixtures. The City is obligated to maintain water service pipe and fixtures to the meter pit or curb stop, whichever is closer to the city water main. Property owners have service piping downstream from the curb stop valve but located on public property. The amendment clarifies the responsibility of the owner to maintain the entire service pipe downstream from the curb stop valve whether on public or private property.

Cross – connection control
Amend Section 13.08.180 concerning the location of backflow prevention devices and connections or fittings between the meter and backflow prevention device. In the past, water meters were installed internally. Currently, Public Works policy is to request installation of external water meters to reduce the City's liability caused by internal meter/piping failures. Regarding cross connection control, backflow prevention devices for commercial buildings are installed internally in a heated environment with floor drain while backflow prevention devices for landscape irrigation systems are installed externally for easy access. The amendment provides staff the authority to approve the locations of backflow prevention devices and upstream connections or fittings.

Tap fee generally
Amend Section 13.12.020 concerns the party responsible to furnish and install water service line pipe and fixtures between the City water main and the water meter. Currently the City physically taps ductile iron water main pipe and installs a corporation stop valve, supplies the meter yoke, pit, possible service saddle, and installs the water meter. On PVC water mains the utility contractor taps the water main and utilizes a City supplied service saddle.

Licensed plumbing contractors have access to supply warehouses that have water service materials readily available in stock for purchase and delivery. They also have the equipment, personnel and expertise to install new water mains, fittings, service lines and taps. The amendment reduces the City's obligation to install water taps and supply service line fixtures. The City will continue to furnish and install water meters.

FISCAL IMPACT:
Reduction in budget for New Water Meters & Pits and reduction in staff time dedicated to purchasing and supplying water service line materials and installing ductile iron water main taps.

RECOMMENDATION:
Staff recommends the City Council approve Ordinance No. 1727, Series 2016 on first reading and set a public hearing for August 16, 2016.

ATTACHMENT(S):
1. Ordinance No. 1727, Series 2015

ORDINANCE NO. 1727
SERIES 2016

AN ORDINANCE AMENDING SECTIONS 13.08.040 AND 13.08.180 AND SECTION 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE REGARDING WATER SERVICE REGULATIONS AND WATER TAP FEES

WHEREAS, Chapter 13.08 of the Louisville Municipal Code sets forth the City of Louisville's water service regulations including those that regulate service pipes and cross-connection control; and

WHEREAS, Section 13.12.020 of the Louisville Municipal Code sets forth general requirements regarding the installation of a new water tap; and

WHEREAS, the City Council desires to amend Chapter 13.08 and Section 13.12.020 in order to transfer the responsibility of ordering materials and installing various appurtenances relating to a new water tap from the City to the property owner;

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

Section 1. Subsection D of Section 13.08.040 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.08.040. Service pipe regulations.

D. The city shall be responsible for all maintenance and repairs to service pipes and fixtures installed between the city main and the meter pit or curb box, whichever is closer to the city water main. All owners, at their own expense, shall be responsible for the maintenance and repair of any other section of service line ~~upon such owner's property~~. No claim shall be made against the city on account of breaking of service pipes or apparatus or for failure in the supply of water, and no reduction in the rates will be made for any time that service pipes or fixtures are frozen or are not in proper working order.

Section 2. Subsections E.3 and E.4 of Section 13.08.180 of the Louisville Municipal Code are hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.08.180. Cross-connection control.

E. General requirements. The following requirements shall be met for all containment backflow prevention assemblies, required on identified hazardous cross connections:

…

3. All backflow prevention assemblies shall be installed on the customer side, ~~immediately~~ following the water meter, at a city approved location.

4. In no case will it be permissible to have connections or tees between the meter and service line backflow prevention assembly, unless approved in writing by the city.

Section 3. Subsection 13.12.020.A of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.12.020. Tap fee generally.

A. No water service shall be furnished to property unless a water tap permit has been issued for that property. The city shall furnish ~~provide~~ and install ~~a~~ the water meter~~, a yoke, a corporation valve, a meter pit, if required, and all labor involved in installing the corporation valve~~. The owner shall be responsible for furnishing and installing a tapping saddle, a corporation valve, a curb stop valve and box, a meter pit, a yoke, ~~for all excavation and installation of the~~ service line piping, and for all earthwork and surface restoration from the water main to the structure served. Items furnished by the owner shall comply with city specifications.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper

actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Light Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk