

City Council

Agenda

**Tuesday, September 6, 2016
City Hall, Council Chambers
749 Main Street**

7:00 PM

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

5. CONSENT AGENDA

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

A. Approval of Bills

B. Approval of Minutes: August 9, 2016; August 15, 2016

C. Approve Changing the September 27 Study Session to a Special Meeting

D. Approve Changing the October 11 Study Session to a Special Meeting on October 12

E. Award Bucket Truck Purchase

F. Approve Resolution No.44, Series 2016 – A Resolution Approving A First Amendment to Agreement for Delegation of Activities for a Boulder County Collaborative CDBG-DR Sub-Allocation for the City of Louisville Raw Water Diversion Improvements Project

G. Approval of Release Agreement with Boulder Wind Power, Inc.

H. Award Bid for 2016 Water Main Replacement to Colorado Civil Infrastructure

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.

City of Louisville

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

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

7:15 – 7:45 pm **A. DISCUSSION/DIRECTION/ACTION – POLICE DEPARTMENT 2014 – 2021 MASTER PLAN**

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

7:45 – 8:45 pm **B. DISCUSSION/DIRECTION – BOARDS, COMMISSIONS AND CITY COUNCIL COMMITTEE ROLES, RESPONSIBILITIES, LIMITS, TENURE, AND OTHER ITEMS**

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

8:45 – 9:45 pm **C. EXECUTIVE SESSION**

PENDING LITIGATION

(Louisville Charter, Section 5-2(d) – Authorized Topics – Consultation with an attorney representing the City with respect to pending litigation, and C.R.S. 24-6-402(4)(b))

City Manager and City Attorney are Requesting the City Council Convene an Executive Session for the Purpose of Consultation with Respect to Pending Litigation

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

**D. REPORT – DISCUSSION/DIRECTION/ACTION – PENDING
LITIGATION**

9. CITY ATTORNEY’S REPORT

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

11. ADJOURNMENT

08/11/2016 12:20
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DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 001000 101001		WARRANT: 081116	08/11/2016
VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4855	CENTURYLINK	SOUTH STREET UNDERGROUNDI	11,558.98
1115	COLONIAL INSURANCE	#9711888 AUG 16 EMPLOYEE	271.99
14154	INTEGRA TELECOM	AUG 16 PHONE CIRCUITS	929.00
3 INVOICES		WARRANT TOTAL	12,759.97

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P 1
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CASH ACCOUNT: 001000 101001		WARRANT: 081816	08/18/2016
VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1006	ALL CURRENT ELECTRIC INC	BUILDING INSPECTIONS	6,871.50
1033	COAL CREEK COLLISION CENTER	REPAIR UNIT 5343	1,707.85
14303	DEEP FREEZE MECHANICAL LLC	FURNACE & A/C UNIT REPLAC	3,989.12
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	6.82
14277	MIDLAND FUNDING LLC	Payroll Run 1 - Warrant 0	152.20
14276	SWEET SPOT CAFE LLC	VAISALA GOLF EVENT CATERI	679.80
14102	WELLS FARGO FINANCIAL LEASING	SEP 16 GOLF EQUIPMENT LEA	9,138.96
3875	XCEL ENERGY	JUL 16 FLASHERS	5.80
3875	XCEL ENERGY	JUL 16 TRAFFIC LIGHTS	1,291.15
3875	XCEL ENERGY	JUL 16 STREET LIGHTS	31,553.98
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12 INVOICES		WARRANT TOTAL	55,879.14
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CASH ACCOUNT: 001000 101001

WARRANT: 082516 08/25/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1570	DANA KEPNER COMPANY INC	METER PITS & ACCESSORIES	1,208.50
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	204.19
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	2,454.55
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	321.76
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	1,769.49
11298	DELTA DENTAL OF COLORADO	#007562-0000 SEP 16 EMPL	12,888.24
6455	KAISER PERMANENTE	05920-01-16 SEP 16 EMPL P	131,314.94
7735	LINCOLN FINANCIAL GROUP	000010008469 SEP 16 LIFE/	6,145.01
7735	LINCOLN FINANCIAL GROUP	000010008470 SEP 16 LTD P	3,233.02
8442	VISION SERVICE PLAN	12 059727 0001 SEP 16 EMP	2,659.00
11094	WESTERN DISPOSAL SERVICES	JUL 16 RESIDENTIAL TRASH	117,174.86
11094	WESTERN DISPOSAL SERVICES	JUL 16 CITY TRASH SERVICE	2,789.95
3875	XCEL ENERGY	JUL 16 GROUP ENERGY	68,305.95
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	13 INVOICES	WARRANT TOTAL	350,469.46
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CASH ACCOUNT: 001000 101001 WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14175	ACTION DIRECT LLC	LAF/LSVL BOUNDARY DRAINAG	259,869.65
12251	ACZ LABORATORIES INC	MERCURY SAMPLING WWTP	160.00
14317	AIS INDUSTRIAL & CONSTRUCTION	TRASH PUMP	1,150.00
1006	ALL CURRENT ELECTRIC INC	BUILDING INSPECTIONS	8,189.28
14314	ALSO ENERGY INC	SOLAR PV MONITORING	2,340.00
9891	AMBIANCE	AUG 16 PLANT MAINT	195.00
14295	ANGEL ARMOR LLC	BALLISTIC VEST BLACKNEY	900.00
14295	ANGEL ARMOR LLC	BALLISTIC VEST BLACKNEY	260.00
14295	ANGEL ARMOR LLC	BALLISTIC VEST HINZ	900.00
14295	ANGEL ARMOR LLC	BALLISTIC VEST HIMES	900.00
13614	ATKINS NORTH AMERICA INC	UNDERPASS DESIGN	3,354.06
13614	ATKINS NORTH AMERICA INC	UNDERPASS DESIGN	3,509.63
13614	ATKINS NORTH AMERICA INC	UNDERPASS DESIGN	542.45
14272	B&M CONSTRUCTION INC	611 FRONT PARKING LOT LIG	2,974.50
5001	BACKFLOW TECH	BACKFLOW CERTIFICATIONS	925.00
14249	BLUE STAR POLICE SUPPLY LLC	UNIFORMS & EQUIPMENT NASH	1,703.10
14249	BLUE STAR POLICE SUPPLY LLC	UNIFORMS & EQUIPMENT ROMA	3,117.66
14249	BLUE STAR POLICE SUPPLY LLC	EQUIPMENT HIMES	1,060.49
640	BOULDER COUNTY	US36 BIKEWAY DYER RD CONN	4,309.37
640	BOULDER COUNTY	JUN 16 RECYCLING FEES	1,338.50
640	BOULDER COUNTY	JUL 16 BOULDER COUNTY USE	43,865.49
640	BOULDER COUNTY	BUSINESS CARDS BROOKS	14.22
8371	BOULDER VALLEY SCHOOL DISTRICT	SUMMER CAMP BUS SERVICE	2,936.69
14285	BRAND NAME QUALITY FLOORING	Hardwood Floor Resurfacin	6,650.00
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	169.74
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	171.12
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	236.18
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	213.79
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	170.27
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	176.61
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	129.29
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	172.38
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	247.59
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	257.73
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	83.66

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P 3
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CASH ACCOUNT: 001000 101001 WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14166	CONCRETE EXPRESS INC	LAF/LSVL BOUNDARY DRAINAG	106,073.32
13970	CONCRETE WORKS OF COLORADO INC	2016 Concrete - Parks Con	5,800.70
10842	COZY CORNER TOWING	TOW STREET SWEEPER	420.00
13370	CRIBARI LAW FIRM, PC	PROSECUTING ATTORNEY	2,995.75
10909	CTL THOMPSON INC	LAB TESTING NWTP	195.00
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	962.79
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	162.94
1570	DANA KEPNER COMPANY INC	Meter Pits and Accessorie	374.00
1570	DANA KEPNER COMPANY INC	1" METER SETTERS	505.44
14185	DAVID M AGLIETTI	1145 MAIN FLEXIBLE GRANT	8,473.91
11373	DELLENBACH CHEVROLET INC	2016 CHEVY COLORADO UNIT	31,533.00
13392	DESIGN MECHANICAL INC	HVAC SERVICE RSC	181.50
13685	DEWBERRY ENGINEERS INC	WWTP CONSTRUCTION MANAGEM	74,302.98
13929	DHE COMPUTER SYSTEMS LLC	THINKPAD E560 W/ SUPPORT	821.00
13843	DIETZE AND DAVIS, PC	JUL 16 MUNICIPAL COURT JU	805.00
1505	DPC INDUSTRIES INC	CHLORINE WWTP	450.00
1785	ECO-CYCLE INC	ELECTRONIC DISPOSAL WWTP	46.00
12905	EDWARD ARAGONI	FALL FESTIVAL ENERTAINMEN	475.00
1915	EXQUISITE ENTERPRISES INC	NAMEPLATES KROPF	27.50
1915	EXQUISITE ENTERPRISES INC	NAMEPLATE RIED	9.50
1082	FLINT TRADING INC	WHITE THERMOPLASTIC	1,171.45
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	2,565.00
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	528.22
12819	FRANCOTYP-POSTALIA INC	POSTAGE METER RESETS RSC	95.85
10623	FRONT RANGE LANDFILL INC	LANDFILL FEES	1,021.42
13098	G4S SECURE SOLUTIONS INC	BAILIFF SERVICES 8/1/16	110.00
13098	G4S SECURE SOLUTIONS INC	BAILIFF SERVICES 8/8/16	123.75
6847	GENERAL AIR SERVICE & SUPPLY	CYLINDER RENTAL OPS	73.30

CASH ACCOUNT: 001000 101001 WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14122	GOLF ENVIRO SYSTEMS INC	AMMONIUM SULFATE GC	1,588.50
2310	GRAINGER	DRAIN CLEANER WWTP	85.00
2310	GRAINGER	HOSE WEIGHT WWTP	14.69
246	GREEN MILL SPORTSMAN CLUB	RANGE USE	100.00
2405	HACH COMPANY	SALT BRIDGES, PH BUFFER,	540.01
14238	HAMILTON CONSTRUCTION CO	BRIDGE CONSTRUCTION	219,758.25
2475	HILL PETROLEUM	UNLEADED/BIODIESEL FUEL G	558.90
2475	HILL PETROLEUM	UNLEADED/BIODIESEL FULE G	507.40
14312	HYPATIA STUDIO	ADULT PROGRAM	150.00
14176	IMS INFRASTRUCTURE MANAGEMENT	PAVEMENT CONDITION SURVEY	1,155.00
9710	INDUSTRIAL CHEMICALS CORP	SODIUM SILICATE NWTP	10,557.61
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	73.54
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	15.59
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	5.99
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	70.27
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	28.02
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	49.47
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	10.99
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	5.49
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	74.67
14316	INNOVATIVE EXPERIENCES	ADULT PROGRAM	150.00
13609	INNOVATIVE MAINTENANCE SYSTEMS	FLEET SOFTWARE MAINT	261.75
13280	INSIGHT PUBLIC SECTOR INC	ADOBE CREATIVE CLOUD LICE	536.84
13280	INSIGHT PUBLIC SECTOR INC	MS OFFICE LICENSE CMO	242.76
13280	INSIGHT PUBLIC SECTOR INC	MS OFFICE LICENSE OPS	242.76
13280	INSIGHT PUBLIC SECTOR INC	MS OFFICE LICENSE OPS	242.76
10772	INTEGRATED SAFETY SERVICES LLC	ALARM SERVICE MUSEUM	182.88
11693	JAMES GILBERT	YOUTH SPORTS TRAVEL TENNI	188.03
14239	JC GOLF ACCESSORIES	RESALE MERCHANDISE	460.73
11289	JVA INC	RAW WATER LINE DESIGN	3,380.00
2780	KAISER LOCK & KEY SERVICE INC	KEYS CH	33.75
8002	KINSCO LLC	UNIFORMS LUKENS	252.96

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P 5
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CASH ACCOUNT: 001000 101001 WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
6464	LAND TITLE GUARANTEE CO	1001 MAIN PROPERTY INFO	500.00
13055	LANDMARK ENGINEERING LTD	SURVEY UTILITIES	15,780.85
11075	LEFT HAND TREE & LANDSCAPE LLC	PRUNE CHERRY ST MEDIAN TR	975.00
14315	LIFELOC TECHNOLOGIES	PORTABLE BREATH TESTER	1,222.45
14313	LISA CAPANO	RESTORE REX THEATER CURTA	1,125.00
3070	LL JOHNSON DISTRIBUTING CO	BULK FERTILIZER GC	1,770.00
3070	LL JOHNSON DISTRIBUTING CO	Golf Lift	7,229.00
291	LODA ENTERPRISES INC	RECEIPT TAPE LIB	338.91
5432	LOUISVILLE FIRE PROTECTION DIS	JUL 16 FIRE PROTECT DIST	14,520.00
5432	LOUISVILLE FIRE PROTECTION DIS	DUI BLOOD DRAWS 6/21-7/3/	105.00
5432	LOUISVILLE FIRE PROTECTION DIS	DUI BLOOD DRAWS 7/16-8/5/	105.00
13493	MAINTENANCE CONNECTION INC	WORK ORDER SOFTWARE	594.00
11072	MERRICK AND COMPANY	CHLORINE TANK DESIGN NWTP	9,481.86
14252	MIND OF A CHILD LLC	CONTRACTOR FEES 22130-3	205.80
14252	MIND OF A CHILD LLC	CONTRACTOR FEES 22130-4	102.90
14252	MIND OF A CHILD LLC	CONTRACTOR FEES 22131-1	501.90
13565	MOTT MACDONALD LLC	SCWTP PUMP STATION DESIGN	7,659.00
2046	MOUNTAIN STATES IMAGING LLC	DOCUMENT SCANNING PD	33.00
13942	MURRAY DAHL KUECHENMEISTER & R	URBAN RENEWAL LEGAL FEES	5,465.26
14101	MWH CONSTRUCTORS INC	WWTP CONSTRUCTION	1,026,036.00
3630	NORTH STAR WINDOW CLEANING	WINDOW CLEANING RSC	725.00
99999	CECILEE ROGERS	ACTIVITY REFUND	30.00
99999	ABERDEEN CONSTRUCTION	REFUND PERMIT FEES 16C-00	3,283.20
99999	STEVEN TAN	ACTIVITY REFUND	8.15
99999	HOWARD FALLIK	ACTIVITY REFUND	45.00
99999	DENISE DYKSTRA	ACTIVITY REFUND	16.00
99999	LAUREN PRESTON	ACTIVITY REFUND	40.00
99999	ELAINE FELLER	ACTIVITY REFUND	17.00
99999	KIM MCCAULAY	ACTIVITY REFUND	105.00
99999	BRIAN SHEPLEY	ACTIVITY REFUND	10.00
99999	THD AT HOME SERVICES	REFUND CANCELLED PERMIT 1	104.95
99999	THE NEENAN COMPANY	BULK WATER METER REFUND	544.92
99999	APEX PATHOLOGY PC	PANEL TESTING #94829A1101	45.00

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P 6
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CASH ACCOUNT: 001000 101001

WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	GEORGE K BAUM & COMPANY	DELO TIF BONDS PLACEMENT	30,000.00
13649	OVERDRIVE INC	ADULT CITY AUDIOBOOKS	504.82
11477	P.R.O.S. INC	SENIOR SOFTBALL UMPIRES	240.00
13662	PATRIOT TREE CO	REMOVE TREE WITH CRANE	600.00
10283	PAULINO GARDENS	PLANT MATERIAL	392.00
10283	PAULINO GARDENS	PLANT MATERIAL	1,495.31
10283	PAULINO GARDENS	PLANT MATERIAL	378.32
10283	PAULINO GARDENS	PLANT MATERIAL	857.85
10153	PCS MOBILE	NETMOTION SOFTWARE LICENS	382.00
10153	PCS MOBILE	NETMOTION SOFTWARE LICENS	758.00
14144	PING INC	RESALE MERCHANDISE	155.55
14144	PING INC	RESALE MERCHANDISE	34.52
700	PRAIRIE MOUNTAIN PUBLISHING LL	PROPERTY DISPOSAL PUBLIC	20.75
14160	PRECISE MRM LLC	GPS SOFTWARE/POOLED DATA	104.29
14257	PROFESSIONAL ELEVATOR INSPECTI	NEW ELEVATOR INSPECTIONS	800.00
13549	PUSH PEDAL PULL INC	Keiser M3 Indoor Cycles	24,999.96
12840	QUALITY WATER BIOSYSTEMS INC	POND WATER QUALITY MGMT S	414.53
6500	RECORDED BOOKS LLC	ADULT BOOKS AND MEDIA	74.20
14184	RECREATION SUPPLY CO INC	Competitor Lane Lines	5,715.16
13668	RESOURCE BASED INTERNATIONAL	JUN 16 WATER RIGHTS ADMIN	15,797.50
13668	RESOURCE BASED INTERNATIONAL	JUN 16 WATER MGMT PLAN	6,260.00
13668	RESOURCE BASED INTERNATIONAL	JUL 16 WATER RIGHTS ADMIN	12,862.50
13127	RL SECURITY & SUPPLY	INSTALL ALARM CS	170.00
13127	RL SECURITY & SUPPLY	ELEC LOCK SYSTEM PROGRAMM	115.00
11033	ROCKY MOUNTAIN WILDLIFE SERVIC	PRAIRIE DOG FUMIGATION NW	615.50
14318	ROYALTY COACH	SR TRIP ROYAL GORGE	1,567.00
13644	SCHULTZ INDUSTRIES INC	JUL 16 LANDSCAPE MAINT SE	19,052.81
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WTP	435.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WTP	222.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WTP	1,979.50

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P 7
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CASH ACCOUNT: 001000 101001

WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14136	SHERRI MURGALLIS	945 FRONT CONSTRUCTION GR	34,441.00
4300	SILL-TERHAR MOTORS INC	2016 FORD UTILITY INTERCE	28,035.00
4300	SILL-TERHAR MOTORS INC	2016 FORD UTILITY INTERCE	28,035.00
4300	SILL-TERHAR MOTORS INC	2016 FORD UTILITY INTERCE	28,035.00
1201	SUPPLYWORKS	JANITORIAL SUPPLIES LIB	903.77
1201	SUPPLYWORKS	JANITORIAL SUPPLIES CH	645.58
1201	SUPPLYWORKS	JANITORIAL SUPPLIES AC	310.12
1201	SUPPLYWORKS	JANITORIAL SUPPLIES MSP	469.09
1201	SUPPLYWORKS	JANITORIAL SUPPLIES RSC	2,074.15
1201	SUPPLYWORKS	JANITORIAL SUPPLIES PC	440.60
13399	SUSTAINABLE TRAFFIC SOLUTIONS	SHORT ST DESIGN ADDENDUM	3,227.00
14213	THE ANTIGUA GROUP INC	RESALE MERCHANDISE	1,355.96
1047	THE DAVEY TREE EXPERT COMPANY	TREE PRUNING	1,785.00
13435	THE PLUMBIN' GEEK	JETTING RSC	2,148.00
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	3,864.50
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICES	116.35
13241	UNITED REPROGRAPHIC SUPPLY INC	OCE PRINTER MAINT AGREEME	570.00
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL COTTONWOOD	166.02
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL SKATE PARK	188.65
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL MINERS FIEL	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
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CENTENNIAL	193.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL HERITAGE PA	195.60
7532	URBAN DRAINAGE & FLOOD CONTROL	2016 DRAINAGEWAY A-2 FUND	250,000.00
6509	USA BLUEBOOK	THERMOCOUPLER WWTP	81.61
6509	USA BLUEBOOK	COUPLERS/GASKETS WWTP	97.47
12366	VELODYNE	POLY SYSTEM SOLENOID REPA	186.80
14181	WINFIELD SOLUTIONS LLC	GREEN GRADE FERTILIZER GC	751.00
5115	WL CONTRACTORS INC	JUL 16 FIBER MAINTENANCE	100.00
5115	WL CONTRACTORS INC	JUL 16 TRAFFIC SIGNAL MAI	6,830.73
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 8/8-8/26/	2,194.00

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P 8
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CASH ACCOUNT: 001000 101001

WARRANT: 090616 09/06/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
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	224 INVOICES	WARRANT TOTAL	2,753,081.94
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***City Council
Special Meeting
Minutes***

**August 9, 2016
Louisville Public Library, Meeting Room
951 Spruce Street
7:00 pm**

CALL TO ORDER

Mayor Muckle called the meeting to order at 7:00 p.m.

The following members were present:

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

Absent: ***None***

Staff Present: ***Malcolm Fleming, City Manager
Heather Balsler, Deputy City Manager
Emily Kropf, Assistant to the City Manager
Kurt Kowar, Public Works Director
Joe Stevens, Parks and Recreation Director
Kevin Watson, Finance Director
Chris Neves, IT Director
Beth Barrett, Library and Museum Services Director
Aaron DeJong, Economic Development Director
Rob Zuccaro, Planning and Building Safety Director
Dave Hayes, Police Chief
Meredyth Muth, City Clerk***

Others: ***Stephen Smith, Infrastructure Management Services***

Mayor Muckle moved to approve the agenda. Seconded by Councilmember Stolzmann. All in favor.

DISCUSSION/DIRECTION – CITY MANAGER’S PROPOSED 2017-2021 CAPITAL PROJECTS FUND PROJECTS

City Manager Fleming reminded everyone of the recent pavement status report and noted paving is the number one priority for funding in the 2017-18 Budget. Public Works Director Kowar introduced Stephen Smith of IMS who produced the pavement report.

Smith noted the City, as a whole, is in the ok range for pavement and headed in the right direction. He stated pavement is a huge investment for a City and needs to be maintained.

Smith stated their report gave the City a Pavement Condition Index (PCI) of 64. He suggested the City will need to create a long-term plan that meets the needs of the overall system and addresses those citizens who have specific problems. He suggested first targeting streets that are just beginning to deteriorate and treat those streets quickly before they get more expensive to fix. After that, do the very poor condition streets that require much more work. He noted this approach may leave those residents who live on the poor quality streets unhappy.

Smith suggested targeting at least an average PCI of 70, which would cost approximately \$2.15M per year for five years. Once that goal is met, he suggested continuing with preventative maintenance to keep the average at 70.

Councilmember Keany asked what it would cost to sustain that PCI once it is reached. Smith stated about half the initial cost.

Councilmember Maloney stated his wish for a clear, specific street maintenance policy. A guiding principle clearly articulated to help move the discussion forward. He asked the Council to agree on the PCI goal and what the implementation plan is. Mayor Pro Tem Lipton agreed on the need for principles but wanted to make sure the smaller streets aren't left behind if there is only a focus on a Citywide PCI number.

City Manager Fleming noted that the proposed budget provides enough funding to bring the City to a PCI of 75 with no street under a 35.

Councilmember Keany noted the year-to-year decisions on which streets are paved will require some staff discretion. Smith agreed that each year staff will have to make that call based on current conditions.

Mayor Pro Tem Lipton asked what additional maintenance costs there are in the operational budget, in addition to this program in the Capital Improvement Plan (CIP).

Councilmember Maloney requested the Council define this goal with specificity to move the budget discussion forward. Councilmember Loo stated her goal is a 70-75 PCI. Mayor Muckle agreed with that level. He noted the Public Works staff will need to be

involved to prioritize streets and will use their best discretion to pick streets for paving. Councilmember Leh suggested a range of 70-75 and on the low end 30-35. He agreed there is a need for a certain amount of staff discretion based on budget priorities each year.

Public Works Director Kowar stated staff is currently working on a five-year plan for a 75 PCI with no streets lower than 35.

Mayor Pro Tem Lipton agreed to those numbers as long as there is some discretion on a year-to-year basis on what streets to pave based on current goals of the Council. He asked that inflation be included in the estimates of future funding needs in the CIP.

Consensus was to have a paving policy and budget funding for an average of 75 PCI with no street lower than 35, but giving staff discretion each year to determine which streets need to be done each year in discussion with the City Council.

City Manager Fleming reviewed the budget proposed schedule for the remainder of the year and asked if this process was acceptable to the City Council. Council agreed to the calendar with minor changes.

City Manager Fleming stated the overall approach is to have the budget reflect the goals and priorities for each program area as set by the City Council. He stated items are prioritized each year with paving being the largest expenditure and the highest priority. He asked if there are any other key things the Council wants to focus on related to the budget.

Councilmember Leh stated he would like the Council to focus mainly on the bigger ticket items.

Councilmember Loo stated many items were moved from CIP to the operating budget and asked if there are criteria for when that happens. City Manager Fleming noted it is somewhat subjective. Councilmember Loo stated it creates confusion for people. Councilmember Leh agreed it is confusing and not transparent.

Finance Director Watson noted the CIP evolved over the years to be anything that was out of the ordinary. Staff is now trying to move back towards just Capital items in the CIP and keeping maintenance and operations in the general fund.

Councilmember Maloney noted there is no clarity in the code on what is capital so it feels subjective. He would like to see some clarity in the code. Watson noted there is a threshold for capitalizing items which is "anything over \$5000 for one item and a useful life greater than one year," but he stated it isn't a clear line for many items.

Mayor Pro Tem Lipton stated program budgeting should bring some clarity to this as all items will be coded to a program regardless from which fund it is paid.

Councilmember Loo stated impact fees are payments from developers to pay for needed increases in services. She stated she thought many of the items listed as impact fee eligible don't seem eligible to her. City Manager Fleming stated those are items he feels qualify, but if there are items Councilmembers want to not pay for with impact fees, that can be changed.

Members discussed how impact fees are generated and what that funding may or may not be spent on. The funds are collected from developers and the City has six years to spend them on growth related projects. City Manager Fleming stated the final budget proposal will include a list of those projects for Council consideration that he is recommending be paid for with impact fees. Councilmember Loo stated she wants only items included that are clearly related to growth and increasing capacity.

City Manager Fleming stated tonight's proposed budget includes the direction Council gave staff at the June budget. It includes at least \$1.5M in the pavement booster program and balances other projects around that priority and targets a \$2 Million reserve while incorporating an overall PCI of 75 and no street lower than 35 in the next five years.

Councilmember Loo stated the BRaD committee is discussing parking and will likely recommend Council fund the parking study. Economic Development Director DeJong noted the study will require outside help to create a strategy for parking; including building, operating and maintaining it, what revenue sources might be available for building and operating a parking structure, how it works with surface parking and how to implement a permit program, etc.

Members discussed what a parking study might provide, if it could be realistically implemented, or if there is support for it. Members generally agreed implementation of any parking plan is going to be difficult.

Members agreed to move the parking study to 2018 understanding it will need to happen and the Council will have to make some major decisions on this issue sooner than later given the issues in downtown and citizen concerns.

Councilmember Stolzmann asked for some items to be added into the budget. She asked that the library book bike be included and noted she thought impact fees could be used for this as it is expanding the capacity of the library. She asked for the Dillon Road quiet zone to be included when the other quiet zones are completed. She asked that median renovations start sooner, but other members were content with leaving that in 2018 while the Parks Board prioritizes the list of work.

Mayor Pro Tem Lipton stated the amounts listed in the proposal for paving are as low as he is willing to go. He would like to see the out year numbers increased for anticipated inflation.

Members reiterated the policy that street maintenance is the first priority of the Council and the policy is to budget enough for maintaining an average of 75 PCI with no street lower than 35.

Mayor Pro Tem Lipton asked why there had been so many changes to the Highway 42 projects. City Manager Fleming stated those projects were moved or changed to balance the budget for paving. Mayor Pro Tem Lipton asked if our funding partners were ok with the changes. He noted Boulder County is a partner for the underpass at Highway 42 and Hecla Drive. Fleming stated Boulder County is ok with this project being moved to 2019.

Mayor Muckle stated that residents will be unhappy about pushing the underpass between Steel Ranch and North End back to 2019. Many residents want that done as soon as possible. Keany agreed. He stated the Steel Ranch residents want it done sooner.

Deputy City Manager Balser stated the proposed budget includes design work in 2018 and construction of the underpass now in 2019. These costs are allocated to the Open Space Fund as it is connecting two open space areas. Councilmember Keany would like the underpass designed in 2017 and built in 2018. This conversation will continue at the discussion on August 30 when the Open Space Fund is discussed.

Councilmember Stolzmann asked if there is a possibility for an at-grade railroad crossing in place of the Steel Ranch underpass. Members agreed to discuss it further at a later date.

Councilmember Stolzmann asked for LED street lights to be prioritized. City Manager Fleming stated the City is already working with Xcel on this. Members agreed it should be a priority.

Councilmember Stolzmann asked for a policy for changing over more of the fleet to electric vehicles. Members agreed to continue this conversation when the Council sets goals and priorities.

Members discussed the funding for the museum campus plan, what it would be used for, and what information the final product would contain. Members decided to leave the funding as is in the proposed budget so that the conceptual design process and opinion surveying could begin in 2017.

Councilmember Loo asked how the line items for recreation equipment would fit in with expanding the Recreation Center should the bond issue pass. Director Stevens noted the items included in the proposed budget are maintenance items needed regardless of if a new Center is approved or not. Members agreed that should the bond issue pass some of these items may need to be moved or amended.

Members discussed the CTC road connection. Councilmember Loo stated the City should invest in this. Members didn't think this is a priority for the City to fund, but that the CTC Owner's Association should pay for it.

Members agreed the South Boulder Road/Main Street underpass needs to be discussed further and staff should continue to look for other revenue sources to pay for it.

Members agreed the Dillon Road quiet zone should be included in the budget. Mayor Muckle asked if the Council would be willing to pay for the quiet zone out of reserves if no outside funding sources are identified and the railroad is ready to build them. All members were in agreement.

Members discussed the South Boulder Road underpass. Everyone thinks it is important but there was no agreement on how to fund it.

Members discussed options on how to create more revenue, but no specific direction was given. Members agreed it should be discussed again at a later date.

BOARDS AND COMMISSIONS TERMS LIMITS AND ABSENCES

Regarding absences Mayor Muckle suggested "unexcused" be defined or removed from the resolution that defines cause. Councilmember Maloney asked if absences are a significant problem for the boards. Mayor Muckle responded it is not pervasive but is not trivial and is frequent enough it deserves Council attention.

Mayor Muckle stated the other item for discussion is if term limits are needed for boards.

Councilmember Stolzmann stated unexcused doesn't need to be defined, but could be removed. Missing 25% of the meetings is enough leeway for members. She agreed with the suggestion to remove unexcused from the existing language.

Councilmember Leh noted the Council needs some discretion when to remove or not remove someone from a board. This discretion needs to be limited to something like medical issues and each person needs to be treated fairly and the reasons considered individually.

There was consensus among the members to delete the word "unexcused" from the definitions for cause. Members would like the proposed language to include some discretion for the Council for medical and a small number of other outstanding issues.

Regarding Term Limits Councilmember Leh stated some boards really need very experienced members and term limits can be an impediment.

Councilmember Stolzmann recommended the limit be two terms. Councilmember Leh asked if it should be a specific year limit. Councilmember Keany recommended two terms or 8 years whichever is longer.

For the Planning Commission which has 2,4, and 6-year terms, Councilmember Loo suggested 12 years which is two terms of the longest term. Mayor Muckle agreed to two terms of the longest term.

Mayor Pro Tem Lipton stated the Planning Commission needs continuity and the six-year terms on the Planning Commission are designed to outlive a four-year City Council term. He agreed with the 12-year limit proposal for the Planning Commission. He stated this limit should only apply to newly appointed members, not existing members. Members agreed.

Staff will bring back for Council consideration a new or amended resolution for removal from boards without the term “unexcused.” Staff will also bring back for Council consideration an ordinance implementing term limits for board and commission members.

COUNCIL COMMENTS

Councilmember Keany stated he was disappointed the City Council didn’t put a broadband question on the 2016 ballot. Councilmember Maloney stated we should do it in 2017.

Councilmember Keany asked that Parks provide information to the Council on the algae bloom at Lake Park.

ADJOURN

Councilmember Leh moved to adjourn the meeting, seconded by Mayor Muckle. The meeting adjourned at 11:15 p.m.

Robert P. Muckle, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**August 16, 2016
City Hall, Council Chambers
749 Main Street**

6:00 PM

SPECIAL MEETING – EXECUTIVE SESSION

Call to Order – Mayor Pro Tem Lipton called the meeting to order at 6:00 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Robert Muckle, Mayor Pro Tem Lipton; City Councilmembers Jay Keany, Chris Leh (arrived 6:07 pm), Sue Loo, Dennis Maloney, Ashley Stolzmann*

Roll Call Present: *Mayor Muckle, Mayor Pro Tem Lipton, Council Member Stolzmann, Council Member Maloney, Council Member Keany, Council Member Loo.*

Absent: *None*

Staff Present: *Malcolm Fleming, City Manager
Meredyth Muth, City Clerk
Aaron DeJong, Economic Development Director
Sam Light, City Attorney*

EXECUTIVE SESSION

REAL PROPERTY ACQUISITION AND DISPOSITION

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

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

City Clerk Muth read Section 2.90.050, the public statement from the Louisville Municipal Code, governing the topics that may be discussed in an executive session.

City Attorney Light stated the authority for conducting an Executive Session is the Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(a) - Authorized Topics. City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisitions and Dispositions Concerning Property in Louisville.

MOTION: Mayor Muckle moved the City Council convene an executive session for the purpose of consideration of potential real property acquisition and disposition concerning property in Louisville and the executive session include members of the City Council, City Manager, the Economic Development Director, and the City Attorney, seconded by Council member Keany. All in favor. The Council adjourned to executive session at 6:03 p.m. The special meeting was reconvened at 7:07 p.m.

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

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

Adjourned to Regular Meeting 7:09 PM

REGULAR MEETING

Call to Order – Mayor Muckle called the meeting to order at 7:09 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Robert Muckle, Mayor Pro Tem Lipton; City Councilmembers Jay Keany, Chris Leh, Sue Loo, Dennis Maloney, Ashley Stolzmann*

Staff Present: *Malcolm Fleming, City Manager
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Aaron DeJong, Economic Development Director
Robert Zuccaro, Planning & Building Safety Director
Lauren Trice, Planner I
Scott Robinson, Planner II
Kurt Kowar, Public Works Director*

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 Loo. All were in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Jason Douglass, 922A Main Street, race director of the Lucky Pie Criterium came to tell Council about the upcoming bike race on August 21st. He thanked the City for the permitting process. He stated he understands it is an inconvenience for those affected by the race, but he hopes everyone comes out and enjoys the event. He invited everyone to attend the race on the 21st.

Councilmember Leh noted the Tapestry Theater has upcoming performances. The group is for kids with cognitive disabilities and they do a great job with their productions. He invited everyone to attend.

APPROVAL OF THE CONSENT AGENDA

Councilmember Stolzmann asked for the US 36 MCC item to be moved to the end of the agenda for discussion. With that change Mayor Muckle moved to approve the consent agenda. Seconded by Councilmember Loo. All were in favor.

A. Approval of Bills

B. Approve August 2, 2016 minutes

C. Approve 6 PM Start Time for August 23 City Council Study Session

D. Approve Resolution No. 39, Series 2016 – A Resolution Approving an Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2016 General Election to be Held November, 8, 2016

E. Approve Resolution No. 40, Series 2016 – A Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fees Effective September 1, 2016 for the City of Louisville, Colorado

F. Approval of US 36 Mayors and Commissioners Coalition and 36 Commuting Solutions Policy Agenda – *moved to regular agenda*

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

None.

CITY MANAGER'S REPORT

City Manager Fleming reported staff is compiling a factual summary for the upcoming City ballot issues regarding the possible Recreation/Senior Center expansion. The summary will be available on the City's web site and in City facilities.

REGULAR BUSINESS

725 LINCOLN AVENUE LANDMARKING AND PRESERVATION GRANT

**RESOLUTION NO. 41, SERIES 2016 – A RESOLUTION DESIGNATING THE BLACK
FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE A HISTORIC LANDMARK**

**RESOLUTION NO. 42, SERIES 2016 – A RESOLUTION APPROVING A
PRESERVATION AND RESTORATION GRANT FOR SEWER REPAIR AT THE
BLACK FAMILY HOUSE LOCATED AT 725 LINCOLN AVENUE**

Planner I Trice gave the staff presentation noting this is a request for landmarking and a historic preservation grant for 725 Lincoln Avenue. She noted the structure has unique gables and has maintained its historic integrity over the years. The house is associated with the Black Family in Louisville's history. The grant request is for sewer line work and an electrical upgrade both of which are eligible for the grant, although they are limited to \$5000. The applicant requests the \$5000 go towards the sewer work as it is a higher priority at this time.

Planner Trice stated the Historic Preservation Commission recommended approval of both the landmarking and the \$5000 for the historic preservation grant and an alteration certificate for a small addition on the rear of the building. Staff also recommends the City Council approve a Historic Preservation Fund grant for the Black Family House by approving Resolution No. 42, Series 2016.

Dave Clabots, 725 Lincoln Avenue, representing the applicant, stated the request is because the current sewer line is in poor condition and in need of repair.

Mayor Muckle asked staff why the improvements are not eligible for additional funds. Planner Trice stated that this is a requirement in the Resolution creating the preservation fund which limits "rehabilitation" items to \$5000. The applicant could come back later for additional grants for different types of work.

Mayor Muckle moved to approve Resolution No. 41, Series 2016. The motion was seconded by Councilmember Keany. All in favor.

Mayor Muckle moved approve Resolution No. 42, Series 2016. The motion was seconded by Councilmember Stolzmann. All in favor.

RESOLUTION NO. 43, SERIES 2016 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) AND SPECIAL REVIEW USE (SRU) TO ALLOW FOR THE CONSTRUCTION OF A NEW BUILDING WITH 5,700 SF OF COMMERCIAL SPACE, THE REMODEL OF THE EXISTING HOUSE, AND OUTDOOR SALES AT 824 SOUTH STREET, LOT 1, BLOCK 5, LOUISVILLE OLD TOWN

Planner Robinson gave the staff presentation. Currently the site has a house on the west side of the property. The proposal would keep the house, remove the existing garage, and build a new commercial structure on the eastern portion of the lot. The proposal complies with the zoning standards and meets the yard and bulk standards for downtown in the Commercial Community zone district except for the parking requirements. The applicant is proposing five spaces at the back of the building but is required to provide 12 spaces. In addition, the proposed ADA parking space uses the sidewalk for loading and unloading. Staff has concerns about using this public space for private benefit and also it conflicts with other pedestrians using the sidewalk.

Planner Robinson stated the Planning Commission recommended approval of the ADA use of the sidewalk, but with the condition that if it becomes a problem the ADA space will be moved so as not to conflict with the sidewalk.

Planner Robinson noted the proposal is seven spaces short of the requirement. The applicant is proposing paying a fee-in-lieu of the parking spaces. That fee-in-lieu payment for the seven spaces short equals about \$21,000.

Planner Robinson reviewed the architectural elements of the proposed building.

Robinson added the request includes a Special Review Use (SRU) for the site for a potential restaurant for the first floor of the building. Staff found that the application meets the five criteria for a SRU. Staff recommended approval of the resolution and the SRU with the one condition listed in the resolution.

Councilmember Maloney asked if the proposed outdoor dining areas are on public property. Robinson stated the proposed areas are all on private property. If they wanted to expand beyond that a licensing agreement would be needed for use of public space.

Councilmember Stolzmann asked if the proposal meets the City's definition of live/work unit. Planner Robinson stated it could meet that definition but it doesn't affect the current application.

Councilmember Stolzmann asked if the proposal is for a two-story building. Planner Robinson said yes. Councilmember Stolzmann asked how leasing sidewalk space for restaurant seating is different than leasing sidewalk space for loading and unloading of an ADA parking space. Planner Robinson stated staff's concern that the loading space takes up the entire sidewalk so no one can pass. This design also does not meet the intent of the ADA requirements by forcing a handicapped user to use the sidewalk rather than the regular parking lot.

Erik Hartronft, 950 Spruce Street, representative for the applicant, gave a presentation. He noted this is a gateway property and is a transition space from the neighborhood to downtown. The goal of the proposal is to provide a good pedestrian experience and provide new office space and retail or restaurant space in downtown. He stated the applicant felt keeping the house on the site was a better option than demolishing it for additional parking. He stated the proposed building relates well in bulk and scale to the rest of downtown. He added that while the parking requirement is not met, the applicant feels this design maximizes parking as much as possible. He stated the design's use of the sidewalk for the ADA space is a bit different, but it is a way to get one additional accessible parking space in downtown. If it becomes a problem, the space can be moved into the existing lot at the expense of one parking space.

Councilmember Maloney asked if the amended resolution presented this evening meets the needs of the applicant. Attorney Light noted the language in the amended resolution includes the condition from the staff report. Hartronft stated the applicant is fine with the amendments.

Mayor Muckle asked for public comments. There were none.

Councilmember Stolzmann asked if the SRU applies to the upstairs patio. Planner Robinson stated yes it includes both the ground level and the patio. He stated staff would make a note on the SRU sheet to make it clear. She asked the City Attorney if there are any issues with allowing the City's sidewalk to be used for the handicap access to the parking space.

Attorney Light stated the City can give a license to a private owner to use the space on the sidewalk. He stated it will require a licensing agreement with the City so it is clear the City still owns the sidewalk and that there is no exclusive use for the property owner. There is no legal reason to prohibit such use, but a licensing agreement will be needed to memorialize the conditions of the use.

Councilmember Keany asked if music sound levels need to be addressed.

Councilmember Maloney stated his concern that this project adds to the parking problem downtown although he supports the project.

Mayor Muckle stated his support for the project. He stated he would support trying the parking as presented and change it later if needed.

Director Zuccaro stated music would not be allowed without a change to the SRU and asked if the applicant has an interest in having music at the site. Hartrnft stated the applicant will meet whatever the noise/music regulations are currently and in the future if they changed. He stated they did not want to change the SRU to specifically allow music.

Mayor Muckle stated he was fine not including music in the SRU at this time, adding the space may not even be a restaurant or something that may want music. It may be a retail or commercial establishment. Councilmember Keany agreed.

Mayor Muckle made a motion to approve Resolution No. 43, Series 2016, Councilmember Maloney seconded the motion. All in favor.

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 – 2nd Reading – Public Hearing

Mayor Muckle called for a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1726, Series 2016.

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

City Manager Fleming noted this is the second half of the proposal initially discussed with a resolution approved two weeks ago. This ordinance approves a lease-purchase agreement for 199 kW of electrical production capacity from the Clean Energy Collective's (CEC) Boulder #2 array. Staff was able to secure the lower 4.75% interest rate from Alpine Bank for the first five years of the agreement. There is the possibility of it being reduced to 3.75% in the tax financing portion of the agreement. The City is assuming we could do that or buy out the panels at the end of the five years. This is consistent with the agreement approved at the August 2 meeting. The City estimates this will save the City \$280,000 over a twenty-year period when combined with the capacity purchase agreement. This would more than double the City's use of renewable resources to generate the power we use.

Councilmember Maloney asked where the assumptions for the interest rates come from. City Manager Fleming noted there are conditions in the agreement for transitioning to the lower 3.75% interest rate after the initial term of the agreement. The agreement contains the conditions under which the transition to the lower rate can take

place. City Attorney Light stated the interest can convert if the CEC can get an opinion that the interest that will remain can qualify as tax exempt.

Mike Malone from the CEC stated that in five years after installation that the tax equity portion of the investment will have expired allowing for the change. This assumes no major tax laws change before then.

Mayor Muckle asked for public comment, seeing none he closed the public hearing.

MOTION: Councilmember Stolzmann moved to approve Ordinance 1726, Series 2016. Councilmember Loo seconded the motion. Roll call vote. All in favor.

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 – 2nd Reading – Public Hearing

Mayor Muckle called for a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1727, Series 2016.

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

Public Works Director Kowar stated the ordinance modifies three provisions of the Louisville Municipal Code 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 do the following:

- Clean up the Code to clarify the City maintains service lines in the street to the curb stop and the customer maintains everything from the curb stop or the meter on to their property.
- Gives some flexibility when approving where cross connections/backflow devices are installed so they are installed in the correct configuration and coincide with how the system is managed.
- Updates how the City handles the installation of service lines placing more burden on developers at the time of construction.

Director Kowar recommended the City Council approve Ordinance No. 1727, Series 2016.

Mayor Muckle asked for public comment, seeing none he closed the public hearing.

MOTION: Councilmember Keany moved to approve Ordinance No. 1727, Series 2016, seconded by Councilmember Loo. All in favor.

DISCUSSION/DIRECTION/ACTION – NINTH AMENDED EMPLOYMENT AGREEMENT (CITY MANAGER MALCOLM FLEMING)

Mayor Muckle stated the City Council met in executive session two weeks earlier to discuss the performance of City Manager Fleming. Mayor Muckle stated he and City Manager Fleming met to discuss the results of the evaluation.

City Attorney Light stated that with each annual review period the City Council provides an evaluation as required by the City Charter. This is followed by an annual contract with the City Manager. Following the review, the Council arrives at a proposed new contract for the next year. This year's agreement proposes a base salary increase of 3% with no other changes to the document.

Mayor Muckle asked for public comment. There was no public comment.

Mayor Muckle moved to approve the Ninth Amended Employment Contract. Councilmember Maloney seconded the motion.

Councilmember Leh stated the Citizen Survey this year showed that our residents are very happy and that reflects City Manager Fleming's management of the City.

Roll call vote, all in favor.

City Manager Fleming thanked the Council and staff as well as the residents and businesses for their confidence in him. He noted in Louisville people really do work together to build a tremendous community.

US 36 MAYORS AND COMMISSIONERS COALITION AND 36 COMMUTING SOLUTIONS POLICY AGENDA – *MOVED FROM CONSENT AGENDA*

Mayor Muckle noted the US 36 Mayors and Commission Coalition (MCC) has worked collaboratively over the years on US 36 upgrades and is now expanding to a broader geographic area with the Northwest Area Mobility Study. He stated the MCC previously was focused on federal issues, but is focusing more on the local and state roads that need attention. This proposed policy agenda reflects those needs and is designed to give the MCC state lobbyist direction during the legislative session. He stated there has been a great deal of work and compromise on this document among the various entities along the US 36 Corridor.

Councilmember Stolzmann asked what approving this means for the City. Mayor Muckle stated all MCC members are being asked to approve this so it is clear that everyone in the coalition is in support of the goals. The hope is these policy statements are broad enough for all the communities to get behind. Councilmember Stolzmann asked if this replaces or changes the City's own legislative agenda. Mayor Muckle stated it does not.

Councilmember Stolzmann asked if this requires a further commitment from our staff. Mayor Muckle stated this should not be a larger commitment from us as a practical matter.

Councilmember Stolzmann stated the City recently passed a resolution regarding completion of the Northwest Rail to Boulder County, and parts of this document appear to be counter to that. It doesn't seem to support Northwest Rail. She added it doesn't seem to her that the document supports HOV3 in the manner we want. She noted the MCC meetings are not open to the public and she doesn't feel that is consistent with our goals.

Councilmember Leh stated his appreciation for Councilmember Stolzmann's comments and noted the MCC does do a great deal of work. He stated he would hate to support the MCC in a way that would get in the way of the City's goals. He asked if this document would specifically help the MCC. Mayor Muckle noted it would help direct the MCC's lobbyist and staff during the legislative session when items move through the legislature quickly before the MCC can react as a group. Councilmember Leh asked how the Mayor would respond if the MCC took a position at odds with the City. Mayor Muckle stated the MCC works as a consensus group, so if Louisville is against something the MCC as a group would likely not lobby on it or the group as a whole would have to change the policy to reach consensus. Mayor Muckle stated there are not likely to be any issues the MCC decides to pursue that the City doesn't support.

Mayor Muckle noted the language regarding HOV3 was meant as a push back to the state regarding the automatic switch to HOV3 next year regardless of the traffic levels, not that there was not support for it. The MCC simply doesn't want the change to occur until the capacity requires it. He added his reading of the language regarding rail appears to fully support completion of the Northwest Rail.

Councilmember Loo stated we have been very successful on the US36 corridor and in transportation generally because of the MCC and we should not end support of the MCC now.

Councilmember Leh stated his faith that the Mayor will represent the needs of Louisville with the MCC and noted the group has been critical in getting work done. He stated he would like to find a way to clarify how the Council controls statements made on its behalf; there should be a process and some working principals to use when that happens.

Mayor Muckle stated he will try to make more consistent reports on what the MCC is doing, however it is hard to do that in a timely manner given the meeting schedule. This item is really about giving the MCC lobbyist the direction they need to work with legislators not so much that each of these items is an absolute priority

Councilmember Leh stated a number of the Councilmembers do intergovernmental work and anyone of them can get out too far out on an issue without getting full input from the entire Council and there should be a process to handle that.

Councilmember Stolzmann stated she would like a way for more public participation at the MCC and would like the meetings to be noticed for the public to be able to attend and participate as these policies have implications for Louisville residents.

Deputy City Manager Balsler noted the MCC is about building consensus and speaking with one voice. US36 would not have gotten the support it had and have been built if Broomfield and Boulder had not decided they had a unified vision for the corridor 16 years ago. The MCC has created a vision and agreed to work as a group to move these issues forward. This legislative agenda is an attempt to continue to build that consensus and be productive moving forward.

Mayor Muckle stated he will work harder to bring MCC issues to the Council earlier for discussion.

Mayor Pro Tem Lipton asked if these policy topics could be included in the discussion of the City's legislative agenda each year as that discussion is all done in public meetings and includes public input. He asked the Council look at regional legislative agendas each year to better understand how Louisville's agenda fits in.

Mayor Muckle moved for approval of the MCC Policy Agenda, Councilmember Loo seconded the motion. All in favor.

CITY ATTORNEY'S REPORT

No report.

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

Mayor Pro Tem Lipton asked if future landmarking items could be on the consent agenda as long as they are recommended for approval by the Historic Preservation Commission.

Mayor Pro Tem Lipton stated he would like to schedule a larger conversation about boards and commissions and Council committees and the possibility of sun setting some groups before we start advertising for 2017 vacancies.

Mayor Pro Tem Lipton stated the Open Space Board would like the underpass at Highway 42 and Hecla Drive to be discussed when the Council discusses the Open Space Funding for the Capital Improvement Plan.

Councilmember Keany would like an update on mosquito control and West Nile virus from staff. City Manager Fleming stated monitoring is ongoing and spraying occurs when it is warranted as defined by the guidelines of the Boulder County Health Department. Councilmember Keany also asked for a future update on the algae problem at Lake Park.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Councilmember Leh. All were in favor. The meeting was adjourned at 8:56 p.m.

Robert P. Muckle, Mayor

Meredyth Muth, City Clerk

**SUBJECT: APPROVE CHANGE OF SEPTEMBER 27 STUDY SESSION TO
A SPECIAL MEETING**

DATE: SEPTEMBER 6, 2016

PRESENTED BY: CITY MANAGER'S OFFICE

SUMMARY:

Staff requests the September 27 Study Session be made a Special Meeting to allow the Council to give direction on the proposed budget.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve changing the September 27 Study Session to a Special Meeting.

ATTACHMENT(S):

1. None

SUBJECT: APPROVE CHANGING THE OCTOBER 11 STUDY SESSION TO
A SPECIAL MEETING ON OCTOBER 12

DATE: SEPTEMBER 6, 2016

PRESENTED BY: CITY MANAGER'S OFFICE

SUMMARY:

Staff requests the October 11 Study Session be moved to October 12 to avoid conflicting with Yom Kippur and also requests it be made a Special Meeting to allow the Council to give direction on the proposed budget.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve changing the October 11 Study Session to a Special Meeting on October 12.

ATTACHMENT(S):

1. None

SUBJECT: AWARD BUCKET TRUCK PURCHASE

DATE: SEPTEMBER 6, 2016

PRESENTED BY: JOE STEVENS, PARKS AND RECREATION DIRECTOR

SUMMARY:

The Parks and Recreation Department is requesting authorization to purchase a new bucket truck for general City use. In accordance with the City’s purchasing policy, an Invitation to Bid was published in the *Daily Camera* on June 2, 2016 and June 9, 2016 as well as posted on the City website. The bid opening occurred at 9:00 a.m. on June 23, 2016 with the following bids received.

Company	Address	Base Bid Amount
Altec Industries, Inc.	Creedmoor, NC	\$118,653
Utility One Source Forestry	Forest, VA	\$126,985
Rush Truck Center	Commerce City, CO	\$136,365.14
Rush Truck Center	Commerce City, CO	\$151,944.14

Once received, bids were evaluated by City staff including the City mechanic, Forestry staff, Parks staff and Public Works, not only on price but also on specifications, service support, maintenance support and the opportunity for general use. With these criteria in mind, staff is recommending that City Council approve the Utility One Source Forestry bucket truck.

This bucket truck has a working height of 65 feet, is de-rated to be under commercial driver license requirements, and has a platform (flatbed) deck and a local service and supply shop. In comparison to the low bid, the Altec bucket truck is specified with a chip box (not a flatbed) which guides it into a specialized use category. Another undesirable characteristic of a chip box is the allowance for increased weight. This could be problematic for drivers without a commercial driver’s license.

FISCAL IMPACT:

City Council approved a budget of \$143,360 for this purchase. Multiple funds support this purchase. The funds and the 2016 budgets are listed below:

Open Space and Parks Fund	201799-640001	\$57,340.00	40%
Capital Projects Fund	301799-640001	\$71,680.00	50%
Cemetery Fund	204799-640001	\$7,170.00	5%
Golf Course Fund	520799-640001	<u>\$7,170.00</u>	<u>5%</u>
	TOTAL	\$143,360.00	100%

SUBJECT: AWARD BUCKET TRUCK PURCHASE

DATE: SEPTEMBER 6, 2016

PAGE 2 OF 2

RECOMMENDATION:

Approve bucket truck purchase from Utility One Source Forestry in the amount of \$126,985.

ATTACHMENT(S):

1. Proposal



12660 E. Lynchburg Salem Turnpike, Forest VA 24551
 Phone: 434-525-2929 • Fax: 434-525-0917

DATE: June 14, 2016
 Sales Quote #: JD(0613)60rm Louisville
 Quote Valid: 30 Days or Availability
 Sales Rep.: John Dean (jdean@u1source.com)

Company:	City of Louisville	Sale Price:	\$123,815.00
Contact:	Dean Johnson	FCA, Louisville, CO:	\$3,170.00
Address:	739 S. 104th St., Parks Dept.	Deposit:	Not Required
City, ST, Zip:	Louisville, CO 80027	Total Investment:	\$126,985.00
Phone/Fax:		Terms:	Payment Due Prior to Delivery
E-Mail:	deanj@louisvilleco.gov		

FORD XT PRO 60 REAR MOUNT UNDER CDL

2015 Ford F750 Super Duty (Painted White)
 Cummins ISB Diesel, 220 HP
 108" CA
 6 Speed Eaton - Fuller Manual Transmission
 Hydraulic Brakes
 10,000 lb Front Axle, 21,000 lb Rear Axle
 Factory De-Rated to 25,999 lb GVWR, Under CDL
 Block Heater
 50 Gallon Fuel Tank
 Air Conditioning
 AM/FM Radio
 295/80R22.5H Tires
 Mud Flaps
 Terex Hi-Ranger XT PRO 60 Lift (Painted White)
 65' Working Height
 24" x 24" x 40" Platform & Liner with Scuff Pad, Maximum
 Capacity 400 lbs.
 "3D" One Hand Hydraulic Control
 Dual Hydraulic Tool Outlets at Platform
 Hydraulic Lower Control Levers above Rotation at Pedestal
 Full Pressure, Open Center Hydraulic System
 40 Gallon Hydraulic Reservoir with Tank Cover (Painted White)
 and Sight and Temperature Gauge
 Full Body Harness with Attached Lanyard
 Upper Boom Rest Tie Down
 Mechanical Platform Leveling
 Manual Platform Tilt
 Self Locking Hydraulic Rotational Gear Box
 Continuous Unrestricted Rotation

(2) Sets Hydraulic Outriggers
 Front and Rear Bottom (Painted Black)
 Rear, Top (Painted White)
 (2) Sets Outrigger Pads with Holders (Painted Black)
 (2) Sets Outrigger Controls
 Boom/Outrigger Interlock with Motion Alarm
 Full Hydraulic Pressure at 1100 RPM Engine Speed
 10 Year Maintenance Free Leveling Chain
 Custom Flat Deck Body (Painted Black)
 DELETE Tool Box Package, Extend Deck in Lieu of Box
 Spring Loaded Cab Guard (Painted Black)
 Single Shaft Cone Holder Mounted Vertically on Driver Side
 Outrigger (Painted Black)
 (2) Wheel Chocks with Underbody Storage (Painted Black)
 Trailer Brake Controller
 6-Prong Trailer Socket
 PTO with Electric Dash Switch Installed in Cab
 Rear Bumper (Painted Black) Flush with Back of Truck (T100 Pintle
 Exposed)
 Heavy Duty Front Construction Bumper with Scorpion Coating
 (Painted Black)
 All Lights on Body Package to be LED
 Lighting Kit to Meet FMVSS #108 Standards
 4-Point LED Strobe Package
 2.5 lb ABC Fire Extinguisher
 Triangle Reflector Kit
 DOT Inspection
 Parking Brake Interlock
 Road Tested and Safety Inspected



Delivery: 30-60 days from bid acceptance

Terms and Conditions:

- If the Customer is to supply UTILITY ONE SOURCE, FORESTRY with a Chassis, the Chassis must meet all required specs for mounting XT60 PRO over Rear Axle/Rear Mount Lift. Customer to provide a complete copy of the Chassis specs for review prior to acceptance of PO.
 - **DISCLAIMER:** For non-CDL vehicles the maximum gross vehicle weight is 26,000 U.S. pounds. The owner must consider for example, the weight of fuel, tools, number of vehicle occupants, equipment of board, cargo (such as chips), and any equipment towed (such as a chipper) when operating the vehicle on highways. The above is for example only and is by no means all inclusive Utility One Source Forestry Equipment/UTILITY ONE SOURCE, FORESTRY assumes no responsibility for customer operation of its product in a manner that violates federal, state or local laws.
 - Upon receipt of your purchase order, UTILITY ONE SOURCE, FORESTRY will send you an Order Acknowledgement via email or fax with standard Terms and Conditions of Sale which shall govern the transaction. This standard Order Acknowledgement allows UTILITY ONE SOURCE, FORESTRY to confirm receipt of your order and must be returned signed to schedule production and delivery.
 - There is a \$0.00 processing fee.
 - Price guarantee does not include government mandates and associated costs; taxes, tag nor title fees. UTILITY ONE SOURCE, FORESTRY does not collect taxes; local taxes are to be paid to the resident registrar at time of vehicle registration by purchaser.
 - 30-Day tags will be supplied, with exception of a dealer to dealer sale.
 - If the Federal Excise Tax (FET) has not been included (only applicable for vehicles 33,000 GVWR and higher) a current exemption/resale certificate must be on file and provided with purchase order for a tax exempt sale. FET will be added if certificate is not supplied with order.
 - Other items not included: freight, vendor price increases, specification changes and components availability or model discontinuation, and material shortage surcharges.
 - Above quoted price and delivery time are subject to change without notice. All dates given are subject to the receipt of vendor supplied parts. Every effort is made to meet or exceed quoted delivery dates.
 - Quotes for in-stock units are valid while supplies last only.
 - These terms and conditions are in response to situations that are beyond UTILITY ONE SOURCE, FORESTRY's control.
-

SIGNATURE CONFIRMS ACCEPTANCE OF QUOTE/ORDER – SIGN AND DATE:

SIGN* _____
Dean Johnson - City of Louisville

Date: _____

JD(0613)60rm Louisville

SUBJECT: RESOLUTION NO. 44, SERIES 2016 – A RESOLUTION APPROVING A FIRST AMENDMENT TO AGREEMENT FOR DELEGATION OF ACTIVITIES, FOR A BOULDER COUNTY COLLABORATIVE CDBG-DR SUB-ALLOCATION FOR THE CITY OF LOUISVILLE RAW WATER DIVERSION IMPROVEMENTS PROJECT

DATE: SEPTEMBER 6, 2016

PRESENTED BY: HEATHER BALSER, CITY MANAGER OFFICE

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) allocated the State of Colorado Community Development Block Grant-Disaster Recovery (CDBG-DR) funds for disasters in 2011, 2012 and 2013. The State of Colorado Department of Local Affairs (DOLA) made a sub-allocation of these funds to the Boulder County Collaborative for Round 2 and beyond which the City is a part of. Staff has worked with the City of Longmont (lead agency of the Collaborative) on securing Louisville's portion of these funds to be used for the Raw Water Diversion Improvements project that is currently in the final stages of construction.

The City entered into an Agreement on April 5th, 2016 that set the original construction reimbursement at \$700,936 with an addition Project Delivery portion of \$105,141 for a total reimbursement allocation of \$806,077. Project Delivery costs are reserved for the Collaborative. These funds are tied to technical assistance and consulting services for the implementation and oversight of this program and ensuring compliance and eligibility. As decided by the Collaborative, Project Delivery costs have been increased to provide assistance to the Towns of Lyons and Jamestown. As a result, Louisville's Delivery Cost portion has increased \$5,971 to \$111,112. The overall allocation has not been reduced but funds available for construction reimbursement has had a reciprocal reduction of \$5,971 to \$694,965. Any funds not spent for the Project Delivery can still be applied to construction portion and may increase the construction reimbursement amount received by the City.

Approving this Resolution will amend the agreement between Louisville and the City of Longmont to (1) clarify the authority of the City Manager to approve amendments that are consistent with the purposes of the Agreement and do not substantially increase the City's obligations under the Agreement, and (2) revise budget allocations covered by the Agreement for this project. The City Attorney has reviewed the First Amendment and has found the agreement acceptable.

SUBJECT: RESOLUTION NO. 44, SERIES 2016

DATE: SEPTEMBER 6, 2016

PAGE 2 OF 2

FISCAL IMPACT:

Merrick's Design Contract	\$113,375
Merrick's Construction Management Contract	\$125,000
Browns Hill Instrumentation Contract	\$32,395
Glacier Construction Cost	\$1,496,486
Total Project Cost	\$1,767,256

Insurance Payment	\$67,120
Colorado Water Conservation Board Grant (2)	\$45,000
CDPHE Contribution	\$312,125
CDBG-DR Grant	\$694,965
<i>(Pending) FEMA Contribution Estimate</i>	<i>\$ 250,000</i>
City of Louisville's Estimated Contribution	\$398,046

The FEMA contribution of \$250,000 is an estimate based on lengthy conversations with FEMA and the State. The City is still waiting for FEMA reimbursement approvals and therefore the City's contribution will change accordingly as the FEMA number is finalized.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 44, Series 2016

ATTACHMENT(S):

1. Resolution No. 44, Series 2016
2. First Amendment to Agreement for Delegation of Activities Boulder County Collaborative CDBG-DR Sub-Allocation Grant No. B-13-DS-08-001: INF-00006

**RESOLUTION NO. 44
SERIES 2016**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO AGREEMENT FOR
DELEGATION OF ACTIVITIES, FOR THE BOULDER COUNTY COLLABORATIVE
CDBG-DR SUB-ALLOCATION FOR THE CITY OF LOUISVILLE RAW WATER
DIVERSION IMPROVEMENTS PROJECT**

WHEREAS, the City of Louisville (“City”) and the City of Longmont have previously entered into an Agreement for Delegation of Activities dated April 5, 2016 for the City of Louisville’s Raw Water Diversion Improvements Project (Boulder County Collaborative CDBG-DR Sub-Allocation, Grant No. B-13-DS-08-001: INF-00006, hereinafter the “Agreement”); and

WHEREAS, an amendment to the Agreement has been proposed between the City and the City of Longmont to further clarify the delegation of authority to the City of Louisville’s City Manager and to amend Appendix A - Work Program and Appendix B – Budget of the Agreement; and

WHEREAS, the City Council finds that the proposed amendment is in the best interests of the City and its citizens;

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

1. The City Council hereby approves the proposed First Amendment to Agreement for Delegation of Activities between the City of Louisville and the City of Longmont (“Amendment”), in essentially the same form as the copy of such Amendment accompanying this Resolution.
2. The Mayor and City Manager, or either of them, is authorized to execute the Amendment on behalf of the City, except that the Mayor and City Manager, or either of them, are each hereby further granted authority to negotiate and approve such revisions to said Amendment 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 Amendment are not altered.
3. The Mayor, City Manager, Deputy City Manager, City Water Resources Engineer and other City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to perform the obligations of the City under the Amendment.

PASSED AND ADOPTED this 6th day of September, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

FIRST AMENDMENT TO AGREEMENT FOR DELEGATION OF ACTIVITIES

This First Amendment to Agreement for Delegation of Activities (“First Amendment”) is made this _____ day of _____, 2016, between the City of Longmont, Colorado, a Colorado municipal corporation (“City”), and the City of Louisville, a Colorado municipal corporation (“Delegate”).

In consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That certain Agreement entered into between the City and the Delegate executed April 5, 2016, entitled Agreement for Delegation of Activities (“Agreement”) shall be and hereby is modified, altered and amended in the following respects only:

a. Paragraph 8 is revised to read as follows:

8. CHANGES. This Agreement is an integration of the entire understanding of the parties, and any amendment must be signed by the authorized representative of both parties. Notwithstanding the foregoing, the City, State, or HUD may, from time to time, impose other reasonable conditions in connection with the activities delegated under the terms of this Agreement, and the Delegate will comply with such conditions upon receiving written notice from the City, State, or HUD or will agree to terminate this Agreement pursuant to Paragraph 11 herein.

The City Manager may approve and sign any amendments on behalf of the City that are consistent with the purposes of this Agreement and do not substantially increase the obligations of the City hereunder.

The City Manager for the Delegate is approved by the Louisville City Council to approve and sign any amendments on behalf of the Delegate that are consistent with the purposes of this Agreement and do not substantially increase the obligations of the Delegate hereunder.

b. Appendix A is replaced with Appendix A – Work Program: INF-00006, attached hereto.

c. Appendix B is replaced with Appendix B – Budget: INF-00006, attached hereto.

2. All other provisions of the Agreement shall remain in full force and effect.

3. This First Amendment must be signed and returned to the City of Longmont Housing and Community Investment Office by the Delegate within thirty (30) days of the date of execution of this First Amendment or this First Amendment may be canceled and voided by the City.

Executed this _____ day of _____, 2016.

CITY OF LONGMONT

ATTEST:

CITY MANAGER

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

APPROVED AS TO FORM AND SUBSTANCE:

CDBG-DR PROGRAM MANAGER

APPENDIX A

WORK PROGRAM: INF-00006

Delegate: City of Louisville

Project: Raw Water Diversion Improvements Project

Goal or Activity Description: This project consists of repair of the raw water intake and diversion structure on South Boulder Creek. Construction activities will include armoring of the stream channel and diversion dam with 540 cubic yards of riprap and grouted boulders. The existing intake basin will be replaced with a new stilling basin and a 25 foot-long intake channel. The sand trap will be demolished and the Meter and Control Building will be replaced with a single building. Other miscellaneous items include: a 6-foot bypass gate, a flow meter, 350 linear feet of security fencing, and a floating debris boom.

Area of Service: Citywide (designated place 46355)

National Objective:

Low/Mod Income Benefit: N/A **Percentage Met:** N/A
Urgent Need: X

CDBG-DR Eligible Activity Citation from 24 CFR 570.201: (c) Public facilities and improvements.
(g) Payment of non-Federal share.
24 CFR 570.202: N/A

Covered Project: No
(Major infrastructure project total cost of \$50 million or more, including at least \$10 million of CDBG-DR funds.)

Compliance with Davis Bacon Act Required: Yes

Compliance with Section 3 of the Housing and Urban Development Act of 1968 Required? Yes
(Refer to Title 24 CFR Part 135 and the Boulder County Collaborative Section 3 plan dated January 18, 2016)

MBE/WBE Contract Statement Required: Yes
(Refer to Boulder County Collaborative CDBG-DR Required Bid and Contract Documents Instructions.)

Compliance with Resilience Performance Standards Required? Yes

<u>Work Program</u>	<u>Completion Date</u>
1. Household Assistance Programs	N/A
2. Environmental Review/Assessment	August 31, 2015
3. Procurement & Contracting	September 30, 2015
4. Acquisition	N/A
5. Clearance & Demolition (including re-vegetation)	N/A
6. Design/engineering	August 31, 2015
7. Construction	May 31, 2016
8. Project Delivery	December 31, 2016
9. Pre Agreement Tasks	
(A) Architectural/Engineering	X
(B) Environmental Review/Assessment	X
(C) Real Property/Easements/Acquisition/Lease	X
(D) Permits/Surveys	X
(E) Legal/Bonding/Insurance	
(F) Construction Costs	X
(G) Construction Management	X
(H) Project Delivery	X
(I) Other (Please Specify)	

APPENDIX B

BUDGET: INF-00006

Delegate: City of Louisville

Project: Raw Water Diversion Improvements Project

Task	Total Project Costs	CDBG-DR Funds	Other Funds	Other Funding Sources
Raw Water Diversion Improvements Project	\$1,496,486	\$694,965	\$18,187 \$3,031 \$279,730 \$20,000 \$67,120 \$302,341	FEMA State CDPHE CWCB Insurance Local Share
Project Delivery* (Not to exceed 13.78%)		\$111,112		
Total	\$1,496,486	\$806,077**	\$690,409	

CDBG-DR Funds on an Advance Basis: \$0
CDBG-DR Funds on a Reimbursement Basis: \$806,077

*Up to 15 percent of total project costs funded by CDBG-DR may be used for project delivery costs. In order to accommodate the \$500,000 in funds set aside by the Collaborative to assist the Town of Lyons and Town of Jamestown, project delivery costs shall not exceed 13.78 percent of total project costs. Project delivery costs are those costs associated with implementing and carrying out eligible CDBG-DR activities and may include force account labor, technical assistance, and consulting fees.

Project delivery will include costs associated with charges incurred from Hagerty Consulting. These charges could include time directly spent on a specific project activity, including application setup, eligibility review, quality control, monitoring and/or technical assistance, or distributed on a fair share basis for program-wide implementation. In addition, charges may be incurred by Hagerty Consulting prior to execution of this Agreement, since both project-specific and program-wide activities have been on-going to date. Hagerty Consulting is under contract with the City, not the Delegate; therefore the City will pay all Hagerty invoices, and then allocate the charges to projects accordingly.

In the event that eligible project delivery charges exceed the allowable limit, coverage of charges incurred from Hagerty Consulting will take first priority. Once Hagerty Consulting costs are allocated to project delivery in full, remaining project delivery funds, as available and up to the maximum 13.78 percent, can be used to cover other eligible project delivery charges incurred by the Delegate.

All eligible project delivery charges require sufficient documentation to be an acceptable reimbursable cost. In order for force account labor to be considered an eligible project delivery cost, the Delegate must ensure that all hours attributed to each project are tracked daily and reported separately on an approved timesheet format. The City can provide a sample timesheet format.

Excluding Hagerty Consulting costs, any project delivery costs not used by the Delegate can be applied to the project itself, up to the budgeted amount of CDBG-DR funds attributed to the project in the budget table above.

** This is the maximum amount that the Delegate can receive. FEMA and state reimbursement is pending for this project; therefore reimbursement by CDBG-DR funds pursuant to this agreement will occur after FEMA reimbursement is complete. If less funding is needed, then payout will not exceed exact funds needed.

Expenditure Milestones:

Raw Water Diversion Improvements Project

	Date
50% draw down by:	September 30, 2016
75% draw down by:	November 30, 2016
Substantial Completion of Work Program and Submittal of Final Pay Request (date certain):	December 31, 2016

If target date for expenditure milestones are not met, the City has the authority to use any remedies stated in the Agreement, including, but not limited to, those specified in §10(a).

Disposition of Program Income: No program income is anticipated.

SUBJECT: APPROVAL OF RELEASE AGREEMENT WITH BOULDER WIND POWER, INC.

DATE: SEPTEMBER 6, 2016

PRESENTED BY: AARON DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Staff requests City Council action on a proposed Release Agreement with Boulder Wind Power, Inc. to settle claims in relation to the Business Assistance Package (BAP) for Boulder Wind's now closed operations at 1812 Boxelder Street in Louisville.

BACKGROUND:

City Council approved a BAP for Boulder Wind Power's relocation and expansion into Louisville at 1812 Boxelder Street in the Colorado Technology Center on December 21, 2011 through Resolution 87 Series 2011. The BAP included 50% rebates of building permit fees, construction use taxes, and consumer use taxes on purchases for the expansion. The City rebated a total of \$66,090.36 to Boulder Wind.

Boulder Wind began operations at the location in July 2012. The Company ceased operations at 1812 Boxelder in October 2014. The termination clause in Section 9 of the Agreement states, *"In the event Boulder Wind Power, Inc. ceases business operations within the City within five (5) years after the new operations commence, then in such event Boulder Wind Power, Inc. shall pay to the City the total amount of fees and taxes which were due and payable by Boulder Wind Power, Inc. to the City but were rebated by the City, as well as reimburse the City for any funds provided to Boulder Wind Power, Inc. pursuant to this Agreement."*

Boulder Wind maintains a small office on Front Street in downtown Louisville.

DISCUSSION:

Staff prepared the attached Release Agreement. The main term of the Release Agreement is that Boulder Wind agrees to repay 50% of the fees previously rebated to the Company. This was derived by the Company fulfilling nearly half of the 5-year compliance period stated in the BAP. The Release Agreement also states the BAP is terminated, each party releases from past and future obligations relating to the project identified in the BAP.

FISCAL IMPACT:

If Council approves this agreement, Boulder Wind will pay the City \$33,045. Boulder Wind's rebates were allocated to previous budget years, so payment would be unanticipated revenue in the 2016 budget.

SUBJECT: BOULDER WIND POWER RELEASE AGREEMENT

DATE: SEPTEMBER 6, 2016

PAGE 2 OF 2

RECOMMENDATION:

Staff recommends City Council approve the attached Release Agreement with Boulder Wind Power, Inc. to settle claims with the Company.

ATTACHMENTS:

1. Release Agreement with Boulder Wind Power, Inc.
2. Original Business Assistance Agreement

RELEASE AGREEMENT

This Release Agreement (“Release Agreement”) is made and entered into effect this _____ day of _____, 2016 by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the “City”) and BOULDER WIND POWER, INC., a Delaware corporation (“Boulder Wind”).

WHEREAS, the City and Boulder Wind entered into a Business Assistance Agreement dated December 21, 2011 (the “BAA”) pursuant to which the City provided certain incentives to Boulder Wind, including rebates for building permit fees and consumer use tax, for locating its business in the City and for finishing approximately 34,329 square feet of existing space located at 1812 Boxelder Street, Louisville, CO (the “Project”); and

WHEREAS, between 2012 and 2014, Boulder received rebates for building permit fees and consumer use tax from the City totaling \$66,090.36 with respect to the Project; and

WHEREAS, Section 9 of the BAA states: “In the event Boulder Wind Power, Inc. ceases business operations within the City within five (5) years after the new operations commence, then in such event Boulder Wind Power, Inc. shall pay to the City the total amount of fees and taxes which were due and payable by Boulder Wind Power, Inc. to the City but were rebated by the City, as well as reimburse the City for any funds provided to Boulder Wind Power, Inc. pursuant to this Agreement;” and

WHEREAS, Boulder Wind completed the Project in July 2012 and vacated the facility in October 2014, which is within the five year period described in Section 9 of the BAA; and

WHEREAS, the City and Boulder Wind desire to settle any claims concerning monies owed by Boulder Wind to the City under the terms of the BAA and concerning taxes and building permit fees paid by Boulder Wind to the City for the Project in accordance with the provisions and upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the recitals, payment, and mutual releases, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties, each intending to be legally bound, hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are material to this Release Agreement and are incorporated herein by this reference.

2. Payment to City. For and in consideration of each and every release, promise and obligation of the City under this Release Agreement, Boulder Wind agrees to pay to the City the sum of thirty three thousand and forty-five dollars (\$33,045.00) by certified check made payable to the City of Louisville. Boulder Wind shall deliver to the City such certified check concurrent with delivery of Boulder Wind’s executed originals of this Agreement. Delivery and

acceptance of such check is a concurrent condition to and conditioned upon the City's execution and delivery of this Agreement to Boulder Wind.

3. Termination of the BAA. The parties agree that the BAA by and between the City and Boulder Wind dated December 21, 2011 is terminated in its entirety. Except as provided in this Release Agreement, neither such termination nor this Release Agreement shall require, or give rise to any claim or cause of action to require, the return of or compensation for any things of value received by the City or Boulder Wind pursuant to the BAA. The City and Boulder Wind by such termination and this Release Agreement hereby intend to settle all claims among them related to the BAA, and to fully terminate, nullify, discharge and release all past, present and future rights and obligations under the BAA.

4. Release by Boulder Wind. In consideration of the promises and covenants contained in this Release Agreement, the adequacy of which is hereby acknowledged by Boulder Wind, Boulder Wind does hereby irrevocably release, acquit, and forever discharge the City and its officers, employees, agents, successors, assigns, and any other person or entity of and from any and all past, present and future rights, duties, obligations, liabilities, claims, demands, controversies, agreements, damages, causes of action, expenses, costs, attorney fees, penalties, interest, and compensations of whatsoever kind and nature, whether known or unknown and whether existing in law or in equity, arising out of or in any way related to the BAA or its payment of taxes and building permit fees for the Project, including but not limited to any claim for refund of Project taxes under Chapter 3.20 of the Louisville Municipal Code or other applicable law. Nothing herein shall release any claims arising out of the future breach of this Release Agreement.

5. Release by the City. In consideration of the payment, promises and covenants contained in this Release Agreement, the adequacy of which is hereby acknowledged by the City, the City does hereby irrevocably release, acquit, and forever discharge Boulder Wind and its officers, directors, employees, agents, successors, assigns, and any other person or entity of and from any and all past, present and future rights, duties, obligations, liabilities, claims, demands, controversies, agreements, damages, causes of action, expenses, costs, attorney fees, penalties, interest, and compensations of whatsoever kind and nature, whether known or unknown and whether existing in law or in equity, arising out of or in any way related to the BAA or Boulder Wind's payment of taxes and building permit fees for the Project, including but not limited to the right to an audit of the Project taxes. Nothing herein shall release any claims arising out of the future breach of this Release Agreement.

6. Binding Effect. The parties agree that this Release Agreement shall be binding on their agents, attorneys, servants, employers, employees, principals, heirs, executors, administrators, insurers, successors, assigns, subrogees, and any and all persons or entities which have or may have any claim on behalf of themselves as related to the BAA or payment of building permit fees and taxes for the Project.

7. No Admission of Liability. The parties agree and understand that this Release Agreement is not and shall not be construed as an admission of liability on the part of any party or any persons or entities herein released, and any and all liability by them is expressly denied.

8. Assumption. The parties acknowledge that a portion of the consideration given by them for this Release Agreement is being given for the full and final release of any and all unknown losses, claims, injuries, costs, expenses, attorney fees, and damages which may have occurred in the past and are yet to be known or which may occur in the future and are not presently known as related in any way to the matters in the BAA and to Boulder Wind's payment of building permit fees and taxes for the Project. The parties each agree to assume, voluntarily and knowingly, the risk of any mistake of fact, either mutual or unilateral, with respect to any and all losses, claims, injuries, costs, expenses, attorney fees, and damages, and the parties each agree that they will not, under any circumstances, seek to present further claims on behalf of themselves or their agents, attorneys, servants, employers, employees, heirs, executors, administrators, insurers, successors, assigns, and subrogees against the persons and entities hereby released.

9. Authority and Nonassignment; Indemnification. Each party to this Release Agreement expressly warrants that it has authority to enter into this Release Agreement and further expressly warrants that the signator for such party on this Release Agreement has the authority to bind that party to the terms of this Release Agreement. Each party further represents and warrants that it has not previously sold, assigned, granted, transferred, pledged, or encumbered, or purported to sell, assign, grant, transfer, pledge or encumber, to or for the benefit of any other person, corporate or natural, any chose in action, claim, demand or cause of action related to or arising under the BAA or Boulder Wind's payment of building permit fees and taxes for the Project. Boulder Wind agrees that it shall be solely responsible for payment of any sales, use or other taxes due to any other taxing jurisdiction(s), and Boulder Wind shall indemnify and defend the City against, and shall pay, any inter-city claim or other claim of any type to any amount of sales, use or other taxes previously paid by Boulder Wind to the City.

10. Terms Contractual. Each party agrees that no promise, inducement, or agreement not herein expressed has been made to them or their attorneys; that this Release Agreement contains the entire terms of the agreement between the parties to settle their dispute and that the terms are contractual and not a mere recital.

11. Rights not Assignable. The rights, obligations, or duties under this Release Agreement may not be assigned in whole or in part without the prior consent of the other party.

12. Modifications. This Release Agreement and any of the provisions contained herein may not be amended, waived, discharged or terminated other than by means of a written instrument signed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

13. Integration. This Release Agreement is an integrated agreement and constitutes the entire understanding of the parties and replaces, cancels and supersedes any and all other

prior agreements, communications, understandings or undertakings of the parties with respect to the matters addressed in this Release Agreement.

14. Drafting. It is acknowledged that the parties have participated in the drafting of this Release Agreement, each with the assistance of counsel, and it is agreed that any claim as to ambiguity shall not be construed for or against either party as a result of such drafting.

15. Governing Law; Venue. This Release Agreement shall be construed in accordance with the substantive law of the State of Colorado. Venue for any action concerning this Release Agreement shall be in the District Court of the County of Boulder, Colorado, and the City and Boulder Wind agree to submit to the personal jurisdiction of such Court.

16. Severability. If any provision of this Release Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

17. Counterparts. This Release Agreement may be executed in two or more signature counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument.

18. Headings. The headings of the various paragraphs contained herein are for convenience and reference only and shall not affect the meaning or construction of any of the provisions of this Release Agreement.

IN WITNESS WHEREOF, this Release Agreement has been executed by the parties on the date set forth herein as their own free and voluntary act, and the same shall become effective upon the latest date of execution by a party hereto.

CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

BOULDER WIND POWER, INC.
a Delaware corporation

By: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of Boulder Wind Power, Inc.

Witness my hand and official seal.

My commission expires on: _____

(S E A L)

Notary Public

**BUSINESS ASSISTANCE AGREEMENT FOR
BOULDER WIND POWER, INC. IN THE CITY OF LOUISVILLE**

THIS AGREEMENT ("Agreement") is made and entered into as of the 21st day of December, 2011, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and BOULDER WIND POWER, INC., a Delaware Corporation.

WHEREAS, the City wishes to provide certain assistance to Boulder Wind Power, Inc. in connection with the company's tenant finish of approximately 34,329 square feet of existing vacant space at 1812 Boxelder Street in Louisville (the project); and

WHEREAS, Boulder Wind Power, Inc. plans to occupy the new facility during 2012; and

WHEREAS, Boulder Wind Power, Inc. will bring new high-paying primary jobs to the City; and

WHEREAS, Boulder Wind Power, Inc. will generate significant additional use tax revenue for the City of Louisville; and

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

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Boulder Wind Power, Inc. agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to Boulder Wind Power, Inc. 50% of the building related permit fees for the project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City.

2. Use Tax Rebate-Construction. The City shall rebate to Boulder Wind Power, Inc. 50% of the Construction Use Tax on the building materials for the project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the open space tax and historic preservation tax.

3. Sales/Use Tax Rebate-Tangible Goods. For the first five years of its operation in the City, the City shall rebate to Boulder Wind Power, Inc. 50% of the Use Tax (and in certain circumstances as described below, Sales Tax) paid by it and collected by the City on tangible goods purchased by Boulder Wind Power, Inc., limited to such taxes required to be paid under Louisville Municipal Code sections 3.20.200 and 3.20.300, and excluding all tax revenues from the open space tax and historic preservation tax. Sales Tax may be included in this rebate for purchases from vendors with nexus with the City, where the vendor remits Sales Tax to the City and where, absent such nexus, Boulder Wind Power, Inc. would have remitted Use Tax to the City. No rebate shall be issued for goods purchased prior to the effective date of Boulder Wind Power Inc.'s lease

agreement for 1812 Boxelder Street. Further, for the purpose of this Agreement, tangible goods eligible for the rebate described herein shall mean only those durable goods purchased for use in Boulder Wind Power, Inc.'s business at 1812 Boxelder Street including, by way of example, computers, furniture, fixtures, appliances, and electronics. Also, for the purpose of this Agreement, tangible goods eligible for the rebate described herein shall also include materials purchased for research and development and for prototypes manufactured by Boulder Wind Power Inc. that are subject to the City's use taxes and on which Boulder Wind Power Inc. actually pays use tax to the City. Non-durable goods including, by way of example, food, office supplies or other consumable goods not expected to last for three or more years, shall not be eligible for the rebate described herein. The City, in its sole discretion, shall determine what goods are eligible for the Sales/Use tax rebate.

The City shall rebate to Boulder Wind Power Inc 40% of the incremental sales tax revenues derived from the imposition of the City's 3.0% general sales tax (excluding the City's three-eighths percent (3/8%) Open Space Tax and the one-eighth percent (1/8%) Historic Preservation Tax) that are actually collected by the City and attributable to new retail sales attributable solely to the project and occurring at the project location of 1812 Boxelder Street and generated by the sale of prototypes for the first five years of its operation. The five-year rebate period shall commence upon and run continuously from the effective date of the lease agreement for 1812 Boxelder for Boulder Wind Power Inc.

4. Payment of Rebates Cap.

a. The maximum amount of the rebates payable pursuant to paragraphs 1 and 2 above shall in no event exceed the calculation of 50% of the fees and Construction Use Tax paid to the City. The building permit fee and Construction Use Tax rebates shall be paid by the City within 120 days following issuance of the Certificate of Occupancy for the project, subject to paragraphs 5 and 6 below.

b. The Sales/Use tax rebates provided for in paragraph 3 shall be paid by the City in annual installments. At the end of each calendar year, on or before January 20, Boulder Wind Power, Inc. shall remit to the City its total annual Sales/Use Tax payment on the appropriate Sales/Use tax return form. Boulder Wind Power, Inc. shall also produce a listing of all tangible goods for which the Sales/Use tax rebate as described in paragraph 3 above is requested, together with copies of the supporting invoices or receipts. Within 30 days of receipt of the required documentation, the City shall determine the rebate payment to be made for eligible goods and will remit payment to Boulder Wind Power, Inc. at 1812 Boxelder Street. The Sales/Use tax rebate is capped at and shall never exceed \$531,000, and the eligibility for rebate shall cease on a date that is five years from the date of the effective date of the lease agreement for 1812 Boxelder Street, whether or not the cap has been met.

c. No interest shall be paid on any amounts subject to rebate.

5. Use of Funds. Funds rebated pursuant to this Agreement shall be used by Boulder Wind Power, Inc. solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which may include tenant improvements for occupancy of vacant space. The eligible obligations and/or improvements to 1812 Boxelder Street shall be fully satisfied

and/or completed prior to payment to Boulder Wind Power, Inc. of any rebate pursuant to this Agreement.

6. Future Fees. The rebates provided for under this Agreement are solely for the initial construction on the project. Any subsequent construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.

7. Entire Agreement. This instrument shall constitute the entire agreement between the City and Boulder Wind Power, Inc. and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter.

8. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if Boulder Wind Power, Inc. has not completed the project and moved into its new facility at 1812 Boxelder Street by September 30, 2012; or should Boulder Wind Power, Inc. fail to comply with any City code.

9. Business Termination. In the event Boulder Wind Power, Inc. ceases business operations within the City within five (5) years after the new operations commence, then in such event Boulder Wind Power, Inc. shall pay to the City the total amount of fees and taxes which were due and payable by Boulder Wind Power, Inc. to the City but were rebated by the City, as well as reimburse the City for any funds provided to Boulder Wind Power, Inc. pursuant to this Agreement.

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

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

12. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days a request for mediation by either party, then either party may commence legal proceedings regarding the dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Boulder County, Colorado.

13. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

14. Assignment. This Agreement is personal to Boulder Wind Power, Inc. may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

15. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Boulder Wind Power, Inc. and the City shall never be liable or responsible for any debt or obligation of Boulder Wind Power, Inc.

16. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

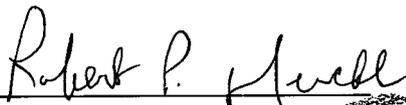
BOULDER WIND POWER, INC.

By: 
James Corboy
Director of Finance

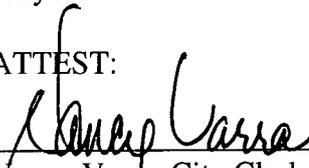
ATTEST:

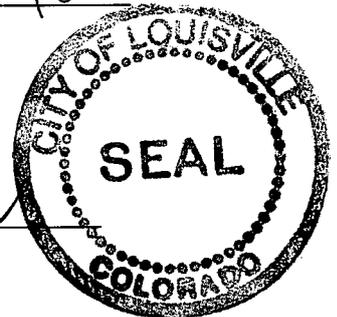
Secretary

CITY OF LOUISVILLE

By: 
Robert P. Muckle
Mayor

ATTEST:


Nancy Varra, City Clerk



SUBJECT: AWARD BID FOR 2016 WATER MAIN REPLACEMENT TO COLORADO INFRASTRUCTURE

DATE: SEPTEMBER 6, 2016

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff recommends City Council award the 2016 Water Main Replacement to Colorado Civil Infrastructure for \$374,565.00 and authorize staff to execute change orders up to \$37,460.00 for additional work and project contingency.

On August 25, 2016 staff received and opened bids for the 2016 Water Main Replacement. The bids are listed below:

Contractor	Base Bid	Alt 1	Alt 2	Alt 2A
Colorado Civil Infrastructure	\$177,515.00	\$99,785.00	\$90,765.00	\$6,500.00
Northern Colorado Constructors	\$235,129.00	\$101,222.50	\$141,723.25	-\$23,541.50
Concrete Works	\$197,950.00	\$120,800.00	\$134,920.50	-\$8,951.18
Duran	\$335,295.00	\$144,179.00	\$176,410.00	-\$11,190.00
Diaz Construction	\$162,254.00	\$104,839.00	\$133,680.00	0

This year's water main replacement includes work in the following areas:

BASE BID

- Replacement of 700' of waterline in Grant Avenue from Caledonia Street to South Street.
- Replacement of 400' of waterline on Jefferson Avenue between Short Street and South Street.

ALTERNATE 1

- Replacement of 750' of waterline on Grant Avenue from Pine Street to Hutchinson Street.

ALTERNATE 2 AND 2A

- Installation of 550' of water service from the Police Station parking lot to the new restroom at the Arboretum.
- Installation of 620' of sanitary sewer service from Cherrywood Lane to the new restroom at the Arboretum. This includes directional boring of 230' of the service to avoid surface conflicts at the Cherrywood Lane cul-de-sac (Alternate 2A).

SUBJECT: AWARD BID FOR 2016 WATER MAIN REPLACEMENT PROJECT

DATE: SEPTEMBER 6, 2016

PAGE 2 OF 2

Bid Alt 2 and 2A will be funded from the parks and recreation budget for the Arboretum restroom.

Staff recommends award of the project to Colorado Civil Infrastructure for the base bid, alternate 1 and alternate 2 and 2A. The contract will begin in mid-September and finish in December. A map of this year's Water Main Replacement Project is attached. Detailed plans are available upon request.

FISCAL IMPACT:

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

051-498-55830-01 (501498-660182) Water Line Replacement

Budget	\$968,470.00
South Street Underpass Waterline	\$(451,170.00)
BNSF Bore at South Street Waterline	\$(15,000.00)
Engineering, Survey, Materials Testing ⁽¹⁾	\$(117,415.00)
Contract (Base Bid plus Alternate 1)	\$(277,300.00)
Contingency (10%)	<u>\$(27,730.00)</u>
Remaining Budget	\$79,855.00

029-799-55220-16 (202799-620004) Arboretum Restroom Utilities

Budget	\$250,000.00
Contract (Alternate 2 and 2A)	\$(97,265.00)
Contingency (10%)	\$(9,730.00)
Install Restroom Facilities (Remaining Budget)	<u>\$(143,005.00)</u>
Remaining Budget	\$0.00

(1) Includes significant survey work to prepare for 2017/2018 water and sewer project.

RECOMMENDATION:

Staff recommends City Council award the 2016 Water Main Replacement to Colorado Civil Infrastructure for \$374,565.00 and authorize staff to execute change orders up to \$37,460.00 for additional work and project contingency.

ATTACHMENT(S):

1. Agreement
2. Map of locations

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of September in the year 2016 by and between:

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

and

COLORADO CIVIL INFRASTRUCTURE
(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 WATER MAIN REPLACEMENT PROJECT
PROJECT NUMBER: 501499-669005

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work by December 22, 2016 and within **65 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 **85 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 Three hundred seventy four thousand five hundred sixty-five dollars (\$374,565.00) as set forth in the Bid Form of the CONTRACTOR dated August 25, 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 Water 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**

CONTRACTOR: Colorado Civil Infrastructure

By: _____
Robert P. Muckle, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

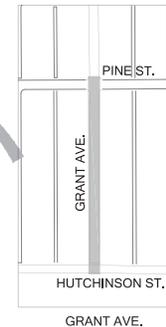
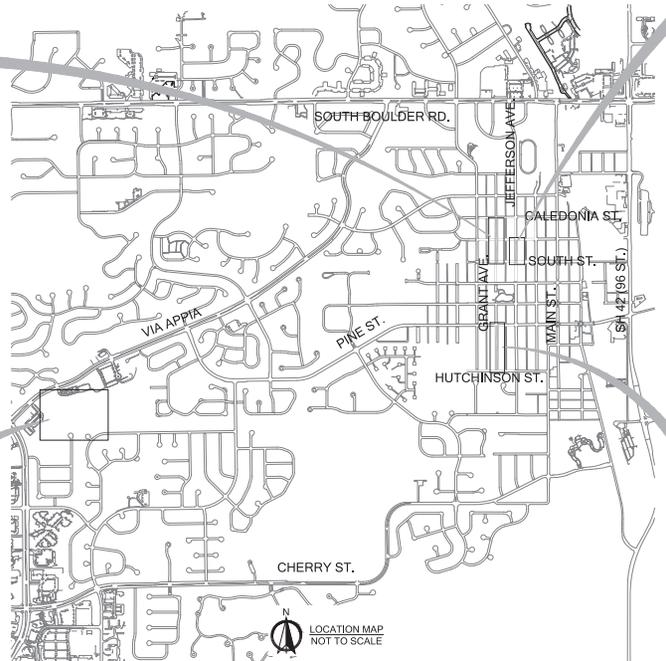
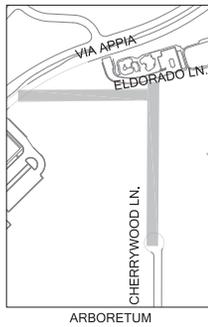
749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

2016 WATER REPLACEMENT PROJECT



DEPARTMENT OF PUBLIC WORKS / ENGINEERING
 749 MAIN STREET
 LOUISVILLE, CO 80027
 P 303.335.4608 / F 303.335.4550
 www.louisvilleco.gov



SUMMARY

- GRANT AVE (CALEDONIA ST. TO SOUTH ST.)
- JEFFERSON AVE (SHORT ST. TO SOUTH ST.)
- GRANT AVE. (PINE ST TO HUCHINSON ST.)
- ARBORETUM BATHROOMS

APPROVED BY: CRAIG DUFFIN, P.E.
 CITY ENGINEER
 AUGUST, 2016

DESIGN BY: PWD
DRAWN BY: JS MM AF
CHECKED BY: CO MM
APPROVED BY: CD
ISSUE DATE: 8/25/16
REVISIONS:

**SUBJECT: DISCUSSION/DIRECTION – POLICE DEPARTMENT 2017-2021
MASTER PLAN**

DATE: SEPTEMBER 6, 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



Table of Contents

Executive Summary	Page 1
Chapter 1: Introduction	Page 7
Chapter 2: Essence, Mission, Values and Vision	Page 9
Chapter 3: Trends, Community Needs & Sustainability Framework	Page 13
Chapter 4: Recommendations	Page 15
Chapter 5: Next Steps	Page 24
Chapter 6: Performance Measures	Page 26
Chapter 7: Implementation and Next Steps	Page 28

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, 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 and 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 set of high 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 is 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

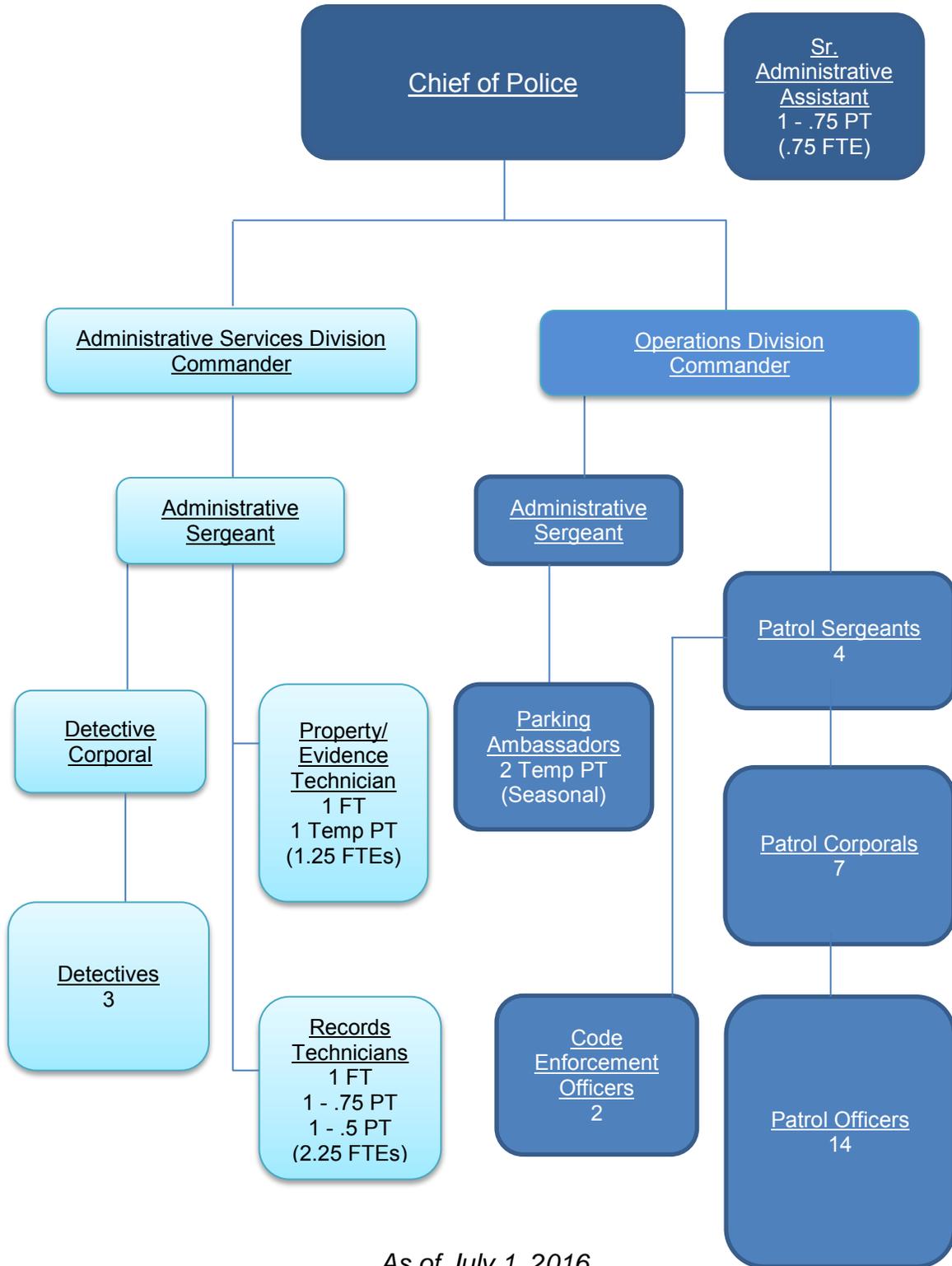
With the adoption of this Master Plan, LPD commits to the initiatives outlined. Some action steps will require additional funding. As a result, full implementation of the Police Master Plan is contingent on City Council approving the funding needed and will take place over a number of years to spread 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;



- ✓ 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 Defibrillator (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.

- ⇒ **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.

- ⇒ **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 than 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

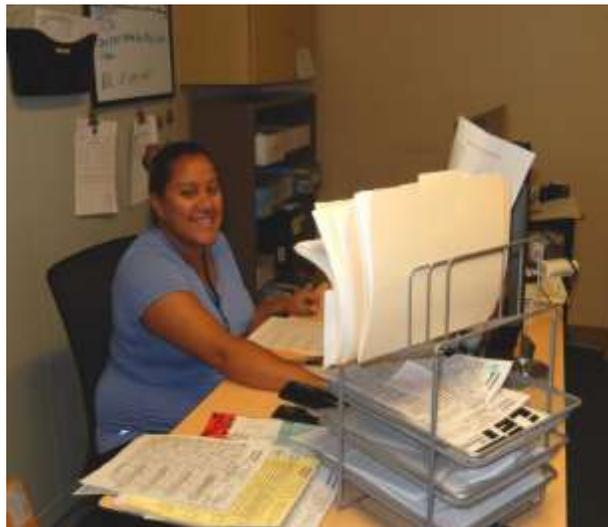
services and efficiencies. Learning from these cities/towns, as well as participating in professional development and keeping abreast of current policing developments through relevant publications, all contribute to implementing best practices to enhance operations and management of the LPD.

- ⇒ **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 (CACAP) 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

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 - 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 - 43
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 - 43
Detectives		DC - 1 D - 2	DC - 1 D - 5	DC - 1 D - 5	DC - 1 D - 5	DC - 0 D - 3	37

SUBJECT: DISCUSSION/DIRECTION – BOARDS, COMMISSIONS AND CITY COUNCIL COMMITTEE ROLES, RESPONSIBILITIES, LIMITS, TENURE, AND OTHER ITEMS

DATE: SEPTEMBER 6, 2016

PRESENTED BY: CITY COUNCIL

SUMMARY:

City Councilmembers requested an opportunity to discuss various items related to boards, commissions, and City Council committees.

The City Charter requires the following five boards:

- Planning Commission
- Building Code Board of Appeals
- Board of Adjustment
- Historic Preservation Commission
- Open Space Advisory Board

The City Council may, by ordinance, establish, consolidate, or abolish all other boards, commissions, and City Council Committees. The term, responsibilities, policies, and other matters concerning each board or commission shall be as established by resolution.

FISCAL IMPACT:

None

RECOMMENDATION:

Discussion

ATTACHMENT(S):

1. Board and Commission List and Descriptions

Boards and Commissions Descriptions & Job Duties

Board of Adjustment

A quasi-judicial board that hears and decides requests for variances from the City's zoning ordinances.

- Job Duties
 - Attends monthly meetings of the board
 - Hears and decides applications for variances from the Louisville Municipal Code
 - Hears and decides floodplain development permit requests for compatibility with the Louisville Municipal Code
 - Hears and decides requests to determine if a particular land use is allowed under the Louisville Municipal Code
 - Hears and decides appeals from administrative decisions of the Director of Planning and Building Safety
- Board Information
 - Seven (7) members, one is an alternate
 - Three-year terms
 - Staff liaison: Scott Robinson (ScottR@LouisvilleCO.gov, 303.335.4596)
 - Meets the third Wednesday of each month at City Hall, 749 Main Street, at 6:30 PM, only as needed

Building Code Board of Appeals

A quasi-judicial board that hears and decides appeals of orders, decisions, or determinations made by building officials relative to the application of the building code.

- Job Duties
 - Attends monthly meetings of the board
 - Reviews appeals to the Chief Building Officials determinations regarding building codes.
 - Reviews Building Codes and makes recommendations to the City Council for adoption
 - Reviews suggested changes to the Louisville Municipal Code and makes recommendations to the City Council for adoption
- Board Information
 - Six (6) members, one is an alternate
 - Members must be qualified by experience and training to understand matters pertaining to building construction
 - Three-year terms
 - Staff liaison: Ken Swanson (KenS@LouisvilleCO.gov, 303.335.4580)
 - Meets the third Thursday of each month at the City Hall, 749 Main Street, at 7:00 PM, only as needed

Cultural Council

Promotes arts and culture in Louisville. Programs cultural events, advocates for and supports artists, and advises City Council. By doing so the LCC engages our diverse social, cultural, and creative community.

- Job Duties
 - Attends monthly meetings of the board with additional subcommittee assignments as needed
 - Advises the City Council on arts and cultural related matters
 - Plans and executes various cultural events
 - Applies for grants and funding opportunities, as well as evaluates and awards grants to support the arts and other cultural activities

A working board with a time commitment of 7-12 hours per month
- Board Information
 - Ten (10) members
 - Three-year terms
 - Staff liaison: Suzanne Janssen (SuzanneJ@LouisvilleCO.gov, 303.335.4581)
 - Meets the third Thursday of each month at City Hall, 749 Main Street, at 6:30 PM

Golf Course Advisory Board

Advises the City Council on matters related to the Coal Creek Golf Course and its management.

- Job Duties
 - Attends monthly meetings of the board
 - Reviews and makes recommendations to the City Council regarding operations and capital improvements for the golf course
 - Makes recommendations regarding programs, activities and promotions regarding the golf course
 - Provides feedback to City Council and staff of what the community would like to see the City consider implementing at the golf course
 - Makes recommendations on ways Coal Creek might improve upon fiscal sustainability (revenues and expenses) while staying competitive within the golf course market
 - Periodically participates in the review of a master plan for the operation and maintenance of Coal Creek Golf Course as requested by City staff and City Council
- Board Information
 - Seven (7) members
 - Three-year terms
 - Staff liaison: Joe Stevens (JoeS@LouisvilleCO.gov, 303.335.4731)
 - Meets the third Monday of each month at the Library Meeting Room, 951 Spruce Street, at 6:30 PM

Historic Preservation Commission

A quasi-judicial board that makes recommendations to the City Council regarding historic landmarking of local properties and advises the City Council on preservation issues and spending of the Historic Preservation Fund.

- Job Duties
 - Attends monthly meetings of the board
 - Makes recommendations to City Council on landmarking of historic structures
 - Makes recommendations to City Council on the utilization of the Historic Preservation Fund
 - Advises City Council on incentives for historic preservation
 - Provides outreach and education on historic preservation issues
 - Makes decisions regarding alterations to and demolition of historic buildings
- Board Information
 - Seven (7) members (three must be preservation professionals, one must live in the Old Town Overlay District)
 - Three-year terms
 - Staff liaison: Lauren Trice (LaurenT@LouisvilleCO.gov, 303.335.4594)
 - Meets the third Monday of each month at City Hall, 749 Main Street, at 6:30 PM

Historical Commission

Advises the City Council on matters related to the Louisville Historical Museum and promotes public awareness of the history of Louisville with an emphasis on the coal mining era.

- Job Duties
 - Attends bi-monthly meetings of the board
 - Advises the City Council on matters relating to the development and use of the Louisville Historical Museum
 - Promotes public awareness of the history of Louisville and its surrounding community
 - Establishes criteria for the collection, preservation and display of historical artifacts, documents and structures by the Museum
 - Works with Museum staff on such issues as deciding which items to accept into the Museum's permanent collection and establishing the Museum mission statement and Master Plan
 - Works with directors of the Louisville History Foundation, a private fundraising organization, on issues of common interest
 - Serves as a sounding board for City departments and local organizations on matters relating to local history
- Board Information
 - Ten (10) members
 - Four-year terms
 - Staff liaison: Bridget Bacon (BridgetB@LouisvilleCO.gov, 303.665.9048)
 - Meets the first Wednesday of odd-numbered months at the Library Meeting Room, 951 Spruce Street, at 6:30 PM

Library Board of Trustees

The Louisville Public Library's mission is to inform, involve, and inspire the communities we serve. Advises the City Council on matters related to the library and library policy.

- Job Duties
 - Attends monthly meetings of the board
 - Serves as advisors in the review and development of policies for the Louisville Public Library
 - Develops, reviews, and updates the Library's Strategic Plan
 - Liaises with City Council on matters relating to the Library
 - Promotes use of the Library within the community
 - Develops and performs outreach activities (Little Libraries, Back-to-School nights, connecting with nonusers, etc.)
 - Collaborates as needed with the Louisville Library Foundation (promoting 'On The Same Page, Library Makerspace, etc.)
 - Has a Louisville Public Library card!
- Board Information
 - Seven (7) members, one representative appointed by Superior Board of Trustees
 - Five-year terms
 - Staff liaison: Beth Barrett (BethB@LouisvilleCO.gov, 303.335.4800)
 - Meets the second Thursday of odd-numbered months at the Library Meeting Room, 951 Spruce Street, at 6:30 PM

Local Licensing Authority

A quasi-judicial board that reviews applications for liquor licenses and retail and medical marijuana licenses and reviews alleged violations of local liquor and marijuana codes.

- Job Duties
 - Attends monthly meetings of the board
 - Reviews liquor and marijuana applications as well as other changes to licenses
 - Reviews Police Department reports for possible violations
 - Participates in hearings to determine if licensees should be sanctioned
- Board Information
 - Six (6) members, one is an alternate
 - Four-year terms
 - Staff liaison: Carol Hanson (CarolH@LouisvilleCO.gov, 303.335.4574)
 - Meets the fourth Monday of each month at City Hall, 749 Main Street, at 7:00 PM

Open Space Advisory Board

Advises City Council on the conservation, restoration, management, and acquisition of Open Space properties.

- Job Duties:
 - Attends monthly meetings of the board
 - Reviews and updates an inventory of City Open Space. This shall include existing Open Space as well as other undeveloped lands owned by the City that may be eligible for Open Space designation in the future
 - Provides recommendations for natural resource management, environmental education, and trails
 - Reviews and recommends revisions to the Open Space Master Plan as necessary
 - Provides comments to City Council and/or the Planning Commission on development proposals affecting Open Space and trails
 - Periodically reviews and make recommendations on Capital Improvement priorities
- Board Information
 - Eight (8) members
 - Three-year terms
 - Staff liaison: Ember Brignull (EmberB@LouisvilleCO.gov, 303.335.4729)
 - Meets the second Wednesday of each month at the Library Meeting Room, 951 Spruce Street, at 7:00 PM

Parks & Public Landscape Advisory Board

Advises the City Council City Council on matters of interest related to parks and public landscaping within the City of Louisville.

- Job Duties
 - Attends monthly meetings of the board
 - Provides recommendations for parks, programs, and facilities;
 - Reviews plans for parks and public landscapes maintenance, development, and redevelopment;
 - Makes recommendations on the capital and operating budget as it relates to parks and public landscape maintenance;
 - Advises the City on best practices related to parks and landscaping;
 - Promotes and educates the public regarding healthy horticultural and forestry practices in public and private landscapes;
 - Gives comments on city landscape master plans, landscape ordinances and other appropriate landscape documents;
 - Hears appeals of decisions of the city forester concerning licensing of arborists and removal of trees;
 - Maintain a list of small, medium, and large trees, bushes and shrubs to be planted as street trees or park trees and advises the City on the adoption of regulations for the care and planting of trees.
- Board Information
 - Seven (7) members
 - Three-year terms
 - Staff liaison: Dean Johnson (DeanJ@LouisvilleCO.gov, 303.335.4774)
 - Meets the first Thursday of each month at the City Services Center, 739 104th Street, at 7:00 PM

Planning Commission

A quasi-judicial board that evaluates land use proposals against municipal zoning regulations and makes recommendations to the City Council.

- Job Duties
 - Attends monthly meetings
 - Reviews land use applications, development applications, and annexation requests against zoning regulations
 - Suggests Municipal Code amendments to the City Council
 - Advises the City Council on long-range planning and items such as design standards and small area plans.
- Board Information
 - Seven (7) members
 - Two 2-year terms, two 4-year terms, three 6-year terms
 - Staff liaison: Rob Zuccaro (RZuccaro@LouisvilleCO.gov, 303.335.4590)
 - Meets the second Thursday of each month at City Hall, 749 Main Street, at 6:30 PM

Revitalization Commission

Responsible for carrying out the Highway 42 Area Urban Renewal Plan adopted in 2006.

- Job Duties
 - Reviews and considers assistance for projects that address blight conditions within the Urban Renewal Area
 - Works to stimulate growth and reinvestment in the Urban Renewal Area and surrounding blocks and to reduce, eliminate and prevent the spread of blight in the Urban Renewal Area
- Board Information
 - Seven (7) members (one must live in urban renewal area, one from City Council)
 - Five-year terms
 - Staff liaison: Aaron DeJong (AaronD@LouisvilleCO.gov, 303.335.4531)
 - Meets the second Monday of each month at the Library Meeting Room, 951 Spruce Street, at 7:30 A

Sustainability Advisory Board

Promotes sustainability through energy efficiency, resource conservation, and localization to better the environment, social well-being, and economic vitality of the City. Advises City Council on approaches to conservation and sustainability.

- Job Duties
 - Attends monthly meetings
 - Advises the City Council and staff on sustainability programs
 - Establishes targets and indicators with baseline values to measure progress towards sustainability targets
 - Identifies roles, responsibilities and resources needed to implement sustainability programs
- Board Information
 - Seven (7) members
 - Four-year terms
 - Staff liaison: Dave Szabados (DaveS@LouisvilleCO.gov, 303.335.4601)
 - Meets the third Wednesday of each month at City Hall, 749 Main Street, at 6:30 PM

Youth Advisory Board

Advises City Council on issues affecting the youth of Louisville

- Job Duties
 - Attends monthly meetings October – May
 - Participates in the board selected monthly volunteer event, October – May
 - Makes recommendations to the City Council regarding issues related to Louisville youth.
- Board Information
 - Thirteen (13) members
 - Two-year terms
 - Staff liaison: Mandy Perera (MandyP@LouisvilleCO.gov, 303.335.4902)
 - Meets the first Thursday of each month during the school year at the Library Meeting Room, 951 Spruce Street, at 6:30 PM

City Council Committees

- **Business Retention & Development Committee**

Three (3) City Council members

One (1) appointee from each of the following:

- Planning Commission
- Revitalization Commission
- Chamber of Commerce
- Downtown Business Association
- Colorado Tech Center

Meets the first Monday of each month at the Library Meeting Room, 951 Spruce Street, at 8:00 AM

- **Finance Committee**

Three (3) City Council members

Meets the third Monday of each month at City Hall, 749 Main Street, at 7:30 AM

- **Water Committee**

Three (3) City Council members

Meets as needed

- **Legal Review Committee**

Three (3) City Council members

Meets quarterly as needed





City Council
September 6, 2016

Addendum #1
Items presented at the meeting.

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From: Steve Costello <blueskysteve@comcast.net>
Sent: Monday, September 5, 2016 6:41 PM
To: City Council
Cc: Malcolm Fleming; Dave Hayes
Subject: LPD Master Plan Discussion

On the Agenda for Tuesday's Council meeting is a presentation of the Louisville Police Department's Master Plan, Item 8A. Sorry for the last-minute email, but since the agenda was distributed at the beginning of a long holiday weekend, time is tight! And because my thoughts on this document far exceed the three-minute comment limit, I thought I would write them down instead.

In reviewing the presentation document, there are some notable data gaps and omissions. If the aim of the presentation is for Council to approve the plan this week, I think that is premature.

Here is why:

- A reasonable expectation — of Council and citizens — is that the Master Plan looks forward from an honest appraisal of the current situation. The document does not reflect any SWOT analysis, which would seem to be an appropriate first step. Such an analysis would have identified any community-perceived gaps in performance, as well as the rationale for some of the recommended strategies and spending.
- Absent any SWOT analysis, the reader must instead rely on the judgment of the LPD to justify its requests for unspecified increases in manpower, technology and weaponry. In short, more spending.
- Throughout the document arguments seem to rest on unstated assumptions or missing data. That is, the data may exist, but it is not included so the reader can understand the link between what is happening today and what is proposed.

I would suggest Council ask LPD to return with a revised presentation that addresses the following issues, among others:

Executive Summary

1. Page 1: LPD promises to "Adjust service delivery to meet new community expectations ..." What are those expectations? What makes them new? We are never told.
2. Page 2: LPD wants to provide more weapons to sworn officers. Yet nowhere in the document are there ANY crime statistics, let alone the identification of a specific threat, that would support this recommendation.
3. Page 2: Ironically, the lone reference to crime statistics appears under the heading "Performance Measures." It tells us, qualitatively, that "Nationally, Louisville has a lower crime rate compared to other similar sized cities."
4. Page 3: We are told that, during implementation of the yet-to-be-approved Master Plan, "Every effort will be made to ensure LPD efforts complement City Council Goals." Is "every effort" sufficient? As the department reports to the City Manager, shouldn't the City Manager demand compliance — not simply "every effort"?

Introduction

1. Page 7: Among other aspects, the Master Plan is said to be "... addressing existing deficiencies," but the document never points to a single one. How then is Council to provide feedback on whether specific strategies address those deficiencies?
2. Page 8: At the end of a long list of 2015 accomplishments, we are told LPD "Began needed changes in our department culture." What specifically were the culture issues preceding the change, and what changes were made. Again, there is no information on this.

Trends and Community Needs

1. Page 16: Here is the area where a reader would most expect data and specific examples. We are shown a comparison of population to the number of commissioned officers. The data suggests LPD has over the past decade fluctuated between 1.6 and 1.8 officers per thousand residents. What we don't know is if that represents overstaffing or understaffing. Is it even a relevant metric? How does it compare with other similar cities. For that matter, is an 11% increase in population over a decade — a mere 2,000 people — a big deal or not? [In fact, on Page 16 LPD admits the department "has enough staffing to meet average standards for calls per office and response times."]
2. Page 13: Later, we're told that "Louisville's population is aging, and the County's population of age 60 and over is expected to nearly double by 2020." First, doesn't an aging population represent less of a threat to commit crime? Perhaps they are more likely to become victims, but the relevance of this data point is unclear. And the reference to the County's population ... well, outside of Louisville's portion of that County population, how does it apply?
3. Page 13: We also are told there is a long-term increase in "the complexity of calls." It's unclear what "complexity" means in this context. And if it is meant to justify spending more money on staff and weapons, this requires more explanation.

Recommendations

1. Page 15: LPD proposes to "adjust service delivery ... through efficiencies and differential response strategies." This may be common parlance within the police community, but it's unclear what the practical impact will be on citizens. What are some examples of "differential response strategies," and what are the expected tradeoffs for taxpayers?
2. Page 16: LPD wants to "reduce the amount of time spent responding to false alarms," but the Master Plan fails to articulate a comprehensive solution. Requiring verification of an actual break-in might be a good first step. But the city should be charging private companies for access to the local police department. This is another example of a burden shared by all Louisville taxpayers, while the benefits accrue to a narrow few — businesses and residents with alarms and especially the alarm companies. It's time to reflect the true cost of private alarm companies on the city.
3. Page 16: As referenced above, LPD claims to have enough officers for traditional police work. The demands of "other" services seems to be the rationale for more officers. Yet many of the other services listed can be performed by non-sworn personnel: Interacting with schools, Recreation and Senior Center, community events, special presentations and neighborhood crime watch organizations.
4. Page 17: Is there, in fact, demand for Neighborhood Watch, Elder Watch, Operation ID, Business Watch, Shoplift Prevention, Bad Check Prevention, and Residential Security Surveys? If so, they should come with a fee so that the added expense for a Crime Prevention Technician is matched with a new source of revenue from those who benefit.

5. Page 18: LPD is going to refine its Community Policing approach, and it's going to conduct a single focus group of community and LPD meters this Fall. After the adoption of the Master Plan! Why weren't these types of community outreach done before the Master Plan was drafted? And how productive will a single focus group be if it comprises both community members and police department officials? How will recruiting be conducted? How will LPD ensure it is talking to both community members who support the department, as well as those who have concerns? And will citizens who depend on police protection be open and honest in a focus group conducted by LPD?
6. Page 19: LPD wants to provide an additional point of view to the development review process, to "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." Is it not standard operating procedure for police and fire access to be reviewed when reviewing new developments? Or does LPD envision a broader role in new development approval?
7. Page 22: LPD promises to "adapt policies and procedures to reflect best practices." This is where a SWOT analysis would have been so helpful. How does the department measure up today, and what specific steps will it take to improve performance?

Next Steps

1. Page 25: Does "leverage technology to monitor traffic" mean that Louisville soon will be asked to implement Red Light Cameras? If so, LPD should say so. If not, what specifically does it mean?
2. Page 26: "Adapt to changing needs and requirements in enforcing alcohol and marijuana." I'm guessing the end of this sentence was cut off, but I think I know what they mean!

Performance Measures

1. Overall, this section needs more quantifiable rigor. What are the specific goals, how will they be measured and by whom? Does Council agree with the goals? And the measurements? What are the consequences of failure?

Next Steps

1. It would have been helpful in this section if some broad estimate of the costs of additional personnel, technology and weaponry had been included. This would have given Council — and the taxpayers — the ability to consider the cost-benefit of what is being requested.

Overall, the presentation included in your packet feels more like the starting point for a Study Session discussion. If the plan is to instead provide feedback at Tuesday's meeting with the expectation of a more complete document in the future, your task will be truly daunting.

Good luck!
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