

City Council

May 2, 2023 Packet Addendum #1 From: Jeff McGonigle
To: City Council

Subject: public cameras monitoring fire-affected neighborhoods

Date: Monday, May 1, 2023 9:49:20 AM

Dear Council Members,

We are writing to encourage a yes vote pertaining to the issue of funding for cameras monitoring the fire-affected neighborhoods. Understanding that the city is under financial pressures and that the hiring of additional officers is difficult, we feel this expenditure is warranted in order to aid in crime prevention.

We are concerned about crime and safety as we will soon be in our rebuilt home, being one of only four or five in the area. With only a few homes occupied there are less neighborhood-eyes available to help keep our neighborhood safe. We are worried that occupied homes, furnished and once again containing valuables, will be an attractive target along with the continuing issue of construction material theft.

Thanks for all you've done, do, and will do.

Sincerely,

Jeff McGonigle Lisbeth Werlin

970 Arapahoe Circle (completely destroyed)

==CAUTION: EXTERNAL EMAIL==

 From:
 Susan Loo

 To:
 City Council

 Cc:
 Jeff Durbin

Subject: Cameras in Fire-Affected Neighborhoods **Date:** Monday, May 1, 2023 8:08:54 AM

Dear Council,

Regarding Agenda Item C, Flock Camera Program Update and Purchase Request:

Please consider passage of this item.

I recognize it is a significant expenditure but an important one. The program has been quite successful, augments the current paucity of police officers in our town, and provides some peace of mind to fire victims rebuilding their homes.

Thank you for your consideration, Sue

1020 Willow Place (rebuilding and recently vertical) Louisville

303.931.9985

==CAUTION: EXTERNAL EMAIL==

From: <u>D.Cristopher Benner</u>
To: <u>City Council</u>

Subject: Yes for Flock cameras

Date: Monday, May 1, 2023 8:00:28 AM

Deare City Council, as someone who lost their home in the fire (Centennial 8) neighborhood, and as a community first responder, I would like to encourage the city to provide more safety cameras, particularly in areas affected by fire loss/devastation. In addition, the Harper Lake parking area and Davidson Mesa dog park are common areas for robbery and I would encourage the City Council and Police department to implement as many cameras as possible. I have no concerns over privacy. Thank you for your time.

David Benner

949 Arapahoe Cir, Louisville, Co 80027 (site of fire loss)

==CAUTION: EXTERNAL EMAIL==

From: dawnpaluch
To: City Council
Subject: Cameras

Date: Monday, May 1, 2023 9:34:31 PM

Dear Council Members,

I hope you will vote in favor of additional cameras for the community to discourage theft.

I know you mentioned recently in a council meeting that they were helping thwart crime and the cameras were being stolen too.

However, I believe that your efforts are helping deter the thugs.

I also appreciate your having the police patrol the areas where few houses are finished.

Thank you for addressing this important concern.

Sincerely,

Dawn Paluch and Joel Kohler 920 Sunflower Street Louisville Colorado 80027 303.550.3759

Sent from my Verizon, Samsung Galaxy smartphone

==CAUTION: EXTERNAL EMAIL==

From: <u>Tawnya Somauroo</u>
To: City Council

Subject: No to additional flock cameras

Date: Monday, May 1, 2023 10:44:03 PM

Dear Council,

I ask you to vote NOT for additional funding for flock cameras. I also ask you to require the Louisville PD to take down cameras positioned outside of construction areas immediately.

The stated reason for the flock cameras, of which there are already 20, is to deter theft and crime around the fire recovery. However, nowhere in Chief Fischer's memo does he cite a single piece of evidence that there is less crime in the Marshall Fire burn areas because of the cameras. Nor does he cite a single case of a thief being caught due to the cameras. Instead, he cites a case where a stolen license plate was recovered and a Boulder flock camera (not a Louisville one) was used to confirm that a man went to the mountains to ski.

The residents of Louisville did not agree to give up our privacy and subject ourselves to constant surveillance to catch license plate thieves. Nor was it clear to us that these cameras would be placed at prominent intersections OUTSIDE the fire impacted neighborhoods and capture ALL traffic in Louisville. Chief Fischer in his letter does not explain how monitoring busy intersections will reduce crime in fire-impacted neighborhoods.

We did not sign up for this mass surveillance by the police. Only a high level of crime paired with an effective reduction in that crime due to the cameras could ever justify giving the police the ability to know who goes where in their cars at all times throughout a city.

Once you give police tools like this, they almost never want to give them back. I emailed Chief Fischer asking when he planned to take down the cameras and received not reply.

We did not sign up for 25 flock cameras recording our travels across Louisville 24 hours a day. Chief Fischer can't point to a single success using the cameras to catch a thief, nor can he prove they are reducing crime in the fire impacted neighborhoods or anywhere else. Please say NO to additional funding and request that the police take down the flock cameras recording cars outside of the neighborhoods under heavy construction as well. Please set an end date for this flock camera program as well, I recommend January 2024.

Best regards,

Tawnya Somauroo

==CAUTION: EXTERNAL EMAIL==

From: <u>Joel Hawksley</u>
To: <u>City Council</u>

Subject: In support of license plate readers **Date:** Tuesday, May 2, 2023 7:12:59 AM

Dear city council,

I am writing to you all in support of renewing our usage of license plate readers in the fire burn areas. I value both the peace of mind and the very real practical uses of the technology in keeping our neighborhoods safe. I recognize that there are privacy concerns with our usage of such a technology, but I believe that license plate cameras are not in violation of any expectation of privacy in a public space such as our roads.

I encourage city Council to renew our usage of the cameras at a minimum until a large majority of the rebuilding process is done.

Best,
Joel Hawksley
Rebuilding at 1008 Honeysuckle Ln., Louisville
-Joel Hawksley
joel@hawksley.org

==CAUTION: EXTERNAL EMAIL==

From: Tawnya Somauroo
To: City Council

Subject: Proposal for administering flock camera program

Date: Tuesday, May 2, 2023 10:16:52 AM

Dear Council,

I am writing to propose a roadmap for the creation of a flock camera program that balances the needs of resident privacy with resident safety/crime deterrence. As an admin on the Marshall Together Slack, I can tell you that the total loss fire survivor community largely supports flock cameras in the recovery areas of Louisville.

Theft is a problem, but people also see their properties as sacred space after the fire. Two of my neighbors literally held funerals for their homes. Others lost pets or urns full of ashes of loved ones in the fires. The harm posed by theft and trespass has an outsized effect on many of these residents due to their trauma and emotional associations. I do not want to undercut any of those needs.

However, the rest of Louisville, and indeed many of the fire survivors, did not sign up for mass surveillance in Louisville 24-7 outside the fire-impacted areas. The justifications provided by Chief Fischer to expand the camera program in his memo are concerning because they are not related to protecting fire-impacted areas. The public at large did not agree to surveillance to address the sorts of issues he outlines in the memo, such as license plate theft.

What I suggest is that Council provide strict guidelines to narrowly tailor the flock camera program to balance the privacy concerns of the wider community with the concerns about crime and safety of those who own property in the fire-impacted areas:

- 1. Please define a narrowly-tailored clear goal for the program and ensure that every flock camera placement supports that goal. I suggest the goal should be to reduce crime and promote feelings of security in the rebuild areas.
- 2. When placing cameras INSIDE fire-impacted neighborhoods, seek feedback/consensus from owners/residents. I am hearing on the Slack that residents in Coal Creek Ranch may want more cameras because they have more crime, for example. As people return to their neighborhoods to live, those feelings might change about the cameras in ways that we can't anticipate right now.
- 3. When placing cameras OUTSIDE fire-impacted neighborhoods, for example, at major intersections, I recommend doing so only if it is necessary to support the stated goal of the program and is evidence-based. (If cameras are recording who enters and leaves a fire-impacted area, why do we need them at major intersections?)
- 4. I recommend that Council reevaluate the flock cameras placed outside fire-impacted neighborhoods right now and whether they serve the clearly defined goals of the program. Additionally, I recommend surveying residents at the end of this year/beginning of 2024 about what they need/want, neighborhood by neighborhood via web form and by asking the Neighborhood Liaisons informally. I suggest weighing the feelings of those who are home again and those actively rebuilding more heavily than the needs of those who are not. In some cases, it may make sense to adjust the placement of the cameras at this point or take some down.

5. This program of placing flock cameras to reduce crime and promote feelings of security in the fire-damaged areas must conclude at some point. Under no circumstances should the Louisville Police Department be allowed to maintain cameras without a specific goal agreed to with public consensus.

It is possible to negotiate a flock camera program that works for everyone here. That program should have strong Council guidance and oversight because the Louisville PD simply does not have the dialogue with the public that Council and City staff do. Police tend to favor surveillance for the sake of surveillance, and Louisville residents have not agreed to that.

Thank you for considering my proposal.

Sincerely,

Tawnya Somauroo

On May 1, 2023, at 10:54 PM, Tawnya Somauroo wrote:

Dear Council,

I ask you to vote NOT for additional funding for flock cameras. I also ask you to require the Louisville PD to take down cameras positioned outside of construction areas immediately.

The stated reason for the flock cameras, of which there are already 20, is to deter theft and crime around the fire recovery. However, nowhere in Chief Fischer's memo does he cite a single piece of evidence that there is less crime in the Marshall Fire burn areas because of the cameras. Nor does he cite a single case of a thief being caught due to the cameras. Instead, he cites a case where a stolen license plate was recovered and a Boulder flock camera (not a Louisville one) was used to confirm that a man went to the mountains to ski.

The residents of Louisville did not agree to give up our privacy and subject ourselves to constant surveillance to catch license plate thieves. Nor was it clear to us that these cameras would be placed at prominent intersections OUTSIDE the fire impacted neighborhoods and capture ALL traffic in Louisville. Chief Fischer in his letter does not explain how monitoring busy intersections will reduce crime in fire-impacted neighborhoods.

We did not sign up for this mass surveillance by the police. Only a high level of crime paired with an effective reduction in that crime due to the cameras could ever justify giving the police the ability to know who goes where in their cars at all times throughout a city.

Once you give police tools like this, they almost never want to give them back. I emailed Chief Fischer asking when he planned to take down the cameras and received not reply.

We did not sign up for 25 flock cameras recording our travels across Louisville 24 hours a day. Chief Fischer can't point to a single success using the cameras to catch a thief, nor can he prove they are reducing crime in the fire impacted neighborhoods or anywhere else. Please say NO to additional funding and request that the police take down the flock cameras recording cars outside of the neighborhoods under heavy construction as well. Please set an end date for this flock camera program as well, I recommend January 2024.

Best regards,

Tawnya Somauroo

==CAUTION: EXTERNAL EMAIL==

From: April Kroner
To: City Council

Cc: Rob Zuccaro; Nick Cotton-Baez; Austin Brown

Subject: Revision to Business Assistance Agreement with Tendeg, LLC

Date: Tuesday, May 2, 2023 2:37:23 PM

Attachments:

High

Importance:

Hello City Council members,

I am writing to inform you that there has been a revision to the Business Assistance Agreement with Tendeg, LLC that is on the consent agenda for this evening's City Council meeting (Please see Agenda Item 4, D.). The revision to the agreement does not result in any changes to the associated Resolution No. 24, Series 2023. I have attached the revised agreement for your review. In summary, the revision includes the following (revisions shown in <u>red underline</u> text):

- Extended the period of reimbursement of building permit fees, construction materials use tax, sign permit fees and agreement termination from May 31, 2024 to <u>December 31, 2024</u>. This revision is made to better coincide with the anticipated duration of the project from start through completion which is estimated to take approximately 18 months.
- Clarification added to item #6, second sentence that reads, "Each party and its agents shall
 have the right to inspect and audit the applicable records of the other party, on reasonable
 notice during normal business hours, to verify the amount of any payment under this
 Agreement, and each party shall cooperate and take such actions as may be necessary to
 allow such inspections and audits.
- Clarification added to item #14, last two sentences, and addition of sentence as follows: "The
 costs of any mediation shall be split equally between the parties. The costs of any arbitration
 shall be split equally between the parties. The prevailing party in any proceeding in District
 Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to
 such proceeding.

Please let me know if you have any questions.

Take care,

April Kroner, AICP

Economic Vitality Manager Mobile: 720.534.1209

Economic Vitality @ Louisville, CO



BUSINESS ASSISTANCE AGREEMENT FOR TENDEG LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of ______, 2023, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and TENDEG LLC (the "Company"), a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to expand its existing business in the Colorado Technology Center to a 100,000 square foot facility (the "Project"); and

WHEREAS, the City benefits from high paying, quality jobs that the Company anticipates providing in a growing industry; and

WHEREAS, the Company's expansion will also generate new fee and tax revenues to the City; and

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

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

- Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending December 31, 2024.
- Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending December 31, 2024.
- 3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending December 31, 2024. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

- 4. <u>Use Tax Rebate Tangible Goods.</u> The City shall rebate to the Company 50% of the Use Tax paid and collected on tangible good purchases that are made by the Company related to its operations in Louisville, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for a five-year period. The five-year rebate period shall commence with approval of the Agreement ("the Commencement Date") and run continuously from the Commencement Date.
- 5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) one hundred ten thousand five hundred dollars (\$110,500). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed two hundred thirty thousand dollars (\$230,000). Use Tax- Tangible Goods rebates pursuant to Section 4 shall terminate when the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period or when the Company has received \$230,000 in rebate payments, whichever first occurs. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Use Tax-Tangible Goods rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year. At the end of each month, on or before the 20th of the following month, the Company shall be responsible to remit to the City its total monthly Sales/Use Tax payment on the appropriate Sales/Use Tax return form. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9.
- 6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless

the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

- 7. <u>Use of Funds; Future Fees.</u> Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.
- 8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Use Tax-Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).
- 9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:

Tendeg LLC Attn: Gregg Freebury 1772 Prairie Way Unit A Louisville, CO 80027 303-929-4466 gregg@tendeg.com If to City:

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

- 10. <u>Termination</u>. This Agreement shall terminate and become void and of no force or effect upon the City if, by <u>December 31, 2024</u>, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.
- 11. <u>Business Termination</u>. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Use Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.
- 12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
- 13. <u>Annual Appropriation</u>. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any

Commented [GF1]: Austin, Given we likely won't sign a lease for a month or so and with supply chain and labor issues, I would like 18 months after lease signing to complete the project and get our final inspection. Could we extend this date to Dec 31, 2024?

- decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
- 14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.
- 15. <u>Legal Challenge</u>; <u>Escrow</u>. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
- 16. <u>Personal Agreement</u>: Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
- 17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.
- 18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, and nothing contained in this Agreement

shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this	_ day of _	, 2023.
TENDEG LLC a Colorado limited liability company		CITY OF LOUISVILLE
By: Gregg Freebury CEO		Dennis Maloney Mayor
		ATTEST:
		Meredyth Muth, City Clerk