

City Council Agenda

Tuesday, August 1, 2023

Electronic Meeting

6:00 PM

Members of the public are welcome to attend and give comments remotely.

- You can call in to +1 408 638 0968 or 833 548 0282 (Toll Free), Webinar ID #876 9127 0986.
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council

The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at Council@LouisvilleCO.gov.

1. CALL TO ORDER & ROLL CALL

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA

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

4. 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 voice vote unless the Mayor or a City Council person specifically requests an 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.

- Approval of Bills
- Approval of Minutes: July 25, 2023
- Appointment of Two Councilmembers to Work on Annual Evaluations of Appointed Officials
- Approval to Make August 8 and August 22 Study Sessions Special Meetings

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4536 or 303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4536 (phone) www.LouisvilleCO.gov

- E. Approval of Proclamation for Louisville, Colorado Italian-American Heritage Day
- F. Approval of Contract for Rehabilitation Planning for the Trott-Downer Cabins

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

6. CITY MANAGER'S REPORT

7. REGULAR BUSINESS

A. ORDINANCE NO. 1855, SERIES 2023 – AN ORDINANCE AMENDING CHAPTER 5.08 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ART GALLERY PERMITS – 1ST READING – SET PUBLIC HEARING 8/15/23

- Introduction
- Action

8. CITY ATTORNEY'S REPORT

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

10. ADJOURN

07/20/2023 10:57
tscott

|City of Louisville, CO
| DETAIL INVOICE LIST

|P 1
|apwarrnt

CASH ACCOUNT: 001000 101001

WARRANT: 072023 07/20/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15142	BRANDON SHUPICK	GOLF LESSONS 07/01/23 - 0	3,816.05
13567	CONSOLIDATED ELECTRICAL DISTRI	ACCT #F856755	118.00
13567	CONSOLIDATED ELECTRICAL DISTRI	ACCT #G560020	610.65
11411	DEBORAH FAHEY	CML ANNUAL CONF 06/25/23	330.22
11298	DELTA DENTAL OF COLORADO	007562-0001 AUG 2023 EMPL	15,172.53
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	525.00
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	525.00
15638	JACK CAMPBELL	SUMMER CONCERTS IN THE PA	100.00
6455	KAISER PERMANENTE	05920-01-16 AUG 2023 EMPL	174,404.82
7735	LINCOLN FINANCIAL GROUP	000010008470 AUG 2023 LTD	4,557.62
7735	LINCOLN FINANCIAL GROUP	000010008469 AUG 2023 LIF	7,523.77
7735	LINCOLN FINANCIAL GROUP	000400001000-26902 JUL 20	1,591.41
7735	LINCOLN FINANCIAL GROUP	B00000001696 JUL 2023 ACC	1,371.53
14801	MELENDEZ GOLF LLC	GOLF LESSONS 07/01/23 - 0	910.00
99999	SHEILA RYAN	REFUND LOUISVILLE REC CEN	175.00
99999	SUSAN CAWLEY	REFUND LOUISVILLE REC CEN	131.00
99999	THOMAS HAY	REFUND LOUISVILLE REC CEN	204.00
15645	POWERDMS, INC.	CUST #A-613	2,500.00
15637	SELASEE K. ATIASE	SUMMER CONCERTS IN THE PA	1,800.00
4875	UNIVAR SOLUTIONS USA INC	CUST #790754	13,736.36
8442	VISION SERVICE PLAN	12059727 AUG 2023 EMPLOYE	3,040.43
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 7/13/23 -	2,848.00
3875	XCEL ENERGY	ACCT #53-0014472892-4	9.29
3875	XCEL ENERGY	ACCT #53-0014472766-1	10.58
3875	XCEL ENERGY	ACCT #53-0014472184-7	6.32
3875	XCEL ENERGY	ACCT #53-1879595-0	712.69
3875	XCEL ENERGY	ACCT #53-0013292010-5	191.36
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27 INVOICES			
WARRANT TOTAL			236,921.63
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|City of Louisville, CO
| DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001 WARRANT: 080123 08/01/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	503.32
6195	AGITATOR DITCH CO	ANNUAL DUES FOR 2023	331.92
14164	ALPINE BANK	LOAN #5300089001	3,729.33
14164	ALPINE BANK	LOAN #5300177601	5,429.18
14841	AXE ROOFING LLC	ROOF REPAIR 951 SPRUCE	1,854.23
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	108.27
15465	BOSS PRINTING	301 SPRUCE STREET PROPERT	140.14
14403	CALLAWAY GOLF	ACCT #18883	1,017.27
14403	CALLAWAY GOLF	ACCT #18883	218.07
14403	CALLAWAY GOLF	ACCT #18883	131.06
15187	CCS PRESENTATIONS	SALES ORDER #044949	425.00
14722	CENTRO INC	CUST #2131870	1,702.57
13964	CHANDLER ASSET MANAGEMENT	JUNE 2023 INVESTMENT FEES	3,085.13
15336	CHARLES ABBOTT ASSOCIATES, INC	JUNE 2023 BUILDING INSPEC	3,204.00
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
4785	CINTAS CORPORATION #66	ACCT #12522401	272.60
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
4025	CINTAS FIRST AID AND SAFETY	ACCT #10389214 ORDER #7	218.41
6642	DAVIDSON HIGH LINE LATERAL DIT	DAVIDSON HIGH LINE LATERA	4,680.00
11476	DBC IRRIGATION SUPPLY	CUST #1268	149.63
11476	DBC IRRIGATION SUPPLY	CUST #1268	588.20
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	3,143.24
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	2,099.51
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,062.75
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,074.02
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,042.36
14691	EEG ENTERPRISES INC	ORDER #101	328.90
6654	ENTERPRISE IRRIGATING DITCH CO	IRRIGATING DITCH 2023 STO	1,360.90
14896	FASTSIGNS OF BROOMFIELD	PUBLIC NOTICE SIGNS	105.28
10552	INTERNATIONAL MARTIAL ARTS ASS	KARATE CONTRACT CLASSES J	4,368.00

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| DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 080123 08/01/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2780	KAISER LOCK & KEY SERVICE INC	CABINET LOCK FOR FINANCE	25.38
99999	JOHN & CINDY H. WHITE	MARSHALL FIRE USE TAX CR	16,444.71
99999	NUBILT RESTORATION & CONSTRUCT	REFUND LIC #LSVL-003248-2	116.00
13649	OVERDRIVE INC	CUST ID #1100-0005	12.99
670	RESOURCE CENTRAL	JUNE 2023 LAWN REPL & SLO	9,204.44
14700	STONE CREEK HARDSCAPES INC	Downtown Intersection Con	5,000.00
14700	STONE CREEK HARDSCAPES INC	Downtown Intersection Con	5,100.00
6644	THE EAST BOULDER DITCH COMPANY	2023 ASSESSMENT	150.00
9804	TIMKEN MOTOR & CRANE SERVICES	ACCT #10330 ANNUAL CRAN	2,400.00
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	39 INVOICES	WARRANT TOTAL	81,468.31
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07/26/2023 11:09
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|City of Louisville, CO
| DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 080123A 08/01/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT MICHAEL MO	500.00
14469	DESIGNSCAPES COLORADO	Community Park Irrigation	16,110.00
15615	ECONORTHWEST	MAY 2023	14,257.50
15615	ECONORTHWEST	JUNE 2023	10,405.00
13009	EIDE BAILLY LLP	PROF SERVICES THROUGH 7/1	10,000.00
1175	GEORGE T SANDERS COMPANY	CUST #5415 INDUCER MOTO	334.80
1175	GEORGE T SANDERS COMPANY	ACCT #5415 CLEANOUT COV	9.03
8002	KINSCO LLC	RYAN SMITH	239.97
8002	KINSCO LLC	LOGAN ROLLINS	359.95
8002	KINSCO LLC	LOGAN ROLLINS	164.48
3070	LL JOHNSON DISTRIBUTING CO	60V CORDLESS BLOWER CUS	1,692.00
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	10,524.00
5432	LOUISVILLE FIRE PROTECTION DIS	BLOOD DRAW R.ROBIDOUX	35.00
6763	MCGINN DITCH COMPANY	2023 ASSESSMENT	4,200.00
99999	TIMOTHY JOHNSON AND NICOLE LEO	MARSHALL FIRE USE TAX CR	16,717.02
99999	JOSH AND JULIE MARKS	MARSHALL FIRE USE TAX CR	12,422.30
99999	LEE PONTON KENNEDY	MARSHALL FIRE USE TAX CR	13,888.34
99999	JAMES BETHUNE	MARSHALL FIRE USE TAX CR	12,299.64
99999	STEFAN KIENLE AND EMILY THOMPS	MARSHALL FIRE USE TAX CR	11,200.94
15377	PC SERVICE SPECIALISTS, INC.	DEL & SETUP HP T650 PLOTT	2,195.00
15528	RYDERS PUBLIC SAFETY LLC	RYAN SMITH	703.65
15528	RYDERS PUBLIC SAFETY LLC	LOGAN ROLLINS	81.95
14341	SCULPTURE SERVICES OF COLORADO	CLEAN & WAX SCULPTURES	2,100.00
14724	TEBO PARTNERSHIP LLLP	809 MAIN STREET PRESERVAT	75,000.00
15050	UTILITY ASSOCIATES INC	CUST #LOUISVILLE CO POLIC	54,400.00
1191	WEED WRANGLERS	BULLHEAD GULCH OPEN SPACE	508.28
=====			
26 INVOICES			
WARRANT TOTAL			270,348.85
=====			

City Council Meeting Minutes

**July 25, 2023
City Hall, Council Chambers
749 Main Street
6:00 PM**

Call to Order – Mayor Maloney called the meeting to order at 6:00 p.m. **Roll Call** was taken and the following members were present:

City Council: *Mayor Dennis Maloney
Mayor Pro Tem Deborah Fahey
Councilmember Barbara Hamlington
Councilmember Dietrich Hoefner
Councilmember Chris Leh
Councilmember Maxine Most*

Absent: *Councilmember Caleb Dickinson*

Staff Present: *Jeff Durbin, City Manager
Adam Blackmore, Parks, Recreation, & Open Space Director
Ryder Bailey, Finance Director
Rafael Gutierrez, Police Chief
Meredyth Muth, City Clerk*

Others Present: *Kathleen Kelly, City Attorney*

APPROVAL OF AGENDA

Mayor Maloney called for changes to the agenda and hearing none asked for a motion. **Motion:** Councilmember Hoefner moved to approve the agenda, seconded by Mayor Pro Tem Fahey. **Vote:** All in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ON THE CONSENT AGENDA

Cathern Smith, Louisville, asked Council to lead on this issue of wildfire resiliency by working with experts to compile information and bring all sides together. She would like to see an organization of experts sort out all the information. She said if the experts don't make decisions the insurance companies will do it for us.

City of Louisville

*City Council 749 Main Street Louisville CO 80027
303.335.4536 (phone) www.LouisvilleCO.gov*

APPROVAL OF THE CONSENT AGENDA

Mayor Maloney asked for changes to the consent agenda; hearing none he asked for a motion. **Motion:** Councilmember Leh moved to approve the consent agenda, seconded by Mayor Pro Tem Fahey. **Vote:** All in favor.

- A. **Approval of Bills**
- B. **Approval of Minutes: February 28, 2023; March 7, 2023; March 14, 2023; July 18, 2023**
- C. **Award Bid for 2023 Sanitary Sewer Main Replacement Contract**
- D. **Approval of an Agreement with Economic & Planning Systems, Inc. For 3rd Party Financial Review Consulting Services**
- E. **Approval of Resolution No. 47, Series 2023 – A Resolution Approving an Intergovernmental Agreement with Boulder County for Use of A Mail Ballot Drop-Off Box**

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

None.

CITY MANAGER'S REPORT

City Manager Durbin stated the new Resiliency & Recovery Program Manager will be starting in August.

REGULAR BUSINESS

ORDINANCE NO. 1854, SERIES 2023 – AN ORDINANCE FOR EXTENDING THE CITY'S THREE-EIGHTHS OF ONE PERCENT (0.375%) SALES TAX FOR PARKS AND OPEN SPACE PURPOSES FOR AN ADDITIONAL 10-YEAR PERIOD, IMPOSING AN ADDITIONAL ONE-EIGHTH OF ONE PERCENT (0.125%) SALES TAX FOR OPEN SPACE PURPOSES AS PROVIDED HEREIN; AND PROVIDING FOR THE SUBMISSION OF THE BALLOT QUESTION TO A VOTE OF THE REGISTERED ELECTORS AT A REGULAR ELECTION TO BE HELD NOVEMBER 7, 2023 – 2nd READING – PUBLIC HEARING (advertised *Daily Camera* 7/16/23)

Mayor Maloney introduced the item and opened the public hearing.

City Manager Durbin stated the version for consideration tonight includes updates made since first reading to incorporate some suggestions from the public.

Public Comments

Cathern Smith, Louisville, asked for the proceeds to be clearly separated into three funds, one for parks operations, one for open space operations, and one for acquisition and wildfire mitigation. She asked for some clarifying changes in the language.

Mayor Maloney stated he agrees there are some sections of the ordinance that need to have the language aligned.

Public Comments

Tamar Krantz, Louisville, asked if the acquisition fund will be separated out to be dedicated from open space operations. She stated Open Space is important for all the species and we should use the funding to acquire more lands for native habitat.

Mayor Maloney noted some issues will be handled by policy in the ordinance, not in the ballot language. The Parks and Open Space operations funds will be divided equally into distinct funds. He suggested clarifying language for how the funds can be used.

Mayor Maloney noted this great show of community support on this and thanked everyone for working together.

MOTION: Councilmember Hoefner moved to approve the ordinance; seconded by Councilmember Leh.

VOTE: Motion passed by unanimous roll call vote (Councilmember Dickinson absent).

CITY ATTORNEY'S REPORT

None.

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

Councilmember Leh asked for a future item to discuss cleaning up some of the energy code. City Manager Jeff Durbin stated this will be added to an agenda for this fall.

Mayor Maloney noted the August 1 meeting will be held remotely.

ADJOURN

Members adjourned at 6:25 pm.

Dennis Maloney, Mayor

Meredyth Muth, City Clerk

SUBJECT: APPOINTMENT OF TWO COUNCILMEMBERS TO WORK ON ANNUAL EVALUATIONS OF APPOINTED OFFICIALS

DATE: AUGUST 1, 2023

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Each year the Council conducts an evaluation of those appointed officials who report directly to the Council including the City Attorney, Water Attorney, Prosecuting Attorney, and Municipal Judge. (The City Manager’s evaluation is conducted separately.) These appointed officials are currently in the second year of two-year contracts.

Mayor Pro Tem Fahey and Councilmember Dickinson have volunteered to work with staff to gather evaluation information, complete an initial review, and bring the full Council a recommendation regarding the continuation of the services of these officials. In the case of the prosecuting attorney and municipal judge, they will visit one or two court proceedings to help inform their information about the work in the court.

The recommendation will be brought to the Council at an executive session in October and the Council will make a final decision on extending contracts later in the year.

FISCAL IMPACT:

None







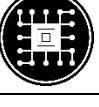

RECOMMENDATION:

Appoint Mayor Pro Tem Fahey and Councilmember Dickinson to work with staff on the evaluation process.

ATTACHMENT(S):

None

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input checked="" type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**SUBJECT: APPROVAL TO MAKE AUGUST 8 AND AUGUST 22 STUDY
SESSIONS INTO SPECIAL MEETINGS**

DATE: AUGUST 1, 2023

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The August 8 City Council meeting is scheduled for discussion/direction/finalization of the 2024 City Council Work Plan. In addition, the 2024 Budget will be discussed at both the August 8 and August 22 meetings. Staff requests these Study Sessions be made Special Meetings so Council may give staff direction on these topics.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve Special Meetings on August 8 and August 22.

ATTACHMENT(S):

None

SUBJECT: PROCLAMATION – LOUISVILLE, COLORADO ITALIAN-AMERICAN HERITAGE DAY

DATE: AUGUST 1, 2023

PRESENTED BY: DENNIS MALONEY, MAYOR

SUMMARY:

Mayor Maloney brings forward the attached proclamation for Council consideration.

FISCAL IMPACT:

None







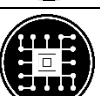

RECOMMENDATION:

Approve proclamation.

ATTACHMENT(S):

1. Proclamation

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input checked="" type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner



Proclamation – Louisville, Colorado Italian-American Heritage Day

Whereas: On the second Sunday in August the Louisville Society of Italian Americans celebrates La Festa to honor the achievements and contributions of Italian immigrants and their descendants living in Louisville, Colorado.

Whereas: the contributions and legacy of Italians and Italian-Americans played a vital role in making Louisville the vibrant and notable city that it is; and

Whereas: it is fitting and appropriate to proclaim a day to celebrate the contributions by the Italian community to our city; and

Whereas: the goal of the day is to invite the public to the annual La Festa Italiano di Louisville to celebrate the rich culture that Italians brought to our city; and

Whereas: such a commemoration will bring people of goodwill together to gain a greater appreciation for the roles played by Italians and Italian-Americans in shaping our city; and

Whereas: such a day encouraging cultural awareness will contribute to vital understanding and mutual respect for the bonds that hold our society together; and

Whereas: Italian Heritage Day is inclusive for all members of the community and reaffirms the importance of celebrating a part of Louisville’s mixture of cultural identities.

NOW, THEREFORE, IT BE ORDERED by the Louisville, Colorado City Council, do hereby proclaim August 13, 2023 as Italian-American Heritage Day in the city of Louisville, Colorado.

DATED this 1st day of August, 2023

Dennis Maloney, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF CONTRACT FOR REHABILITATION PLANNING
FOR THE TROTT-DOWNER CABINS**

DATE: AUGUST 1, 2023

PRESENTED BY: SHARON NEMECHEK, DIRECTOR OF CULTURAL SERVICES

SUMMARY:

The Trott-Downer Cabins are two small historic cottages that the City acquired in order to preserve them and to feature them as a cultural attraction for residents, tourists, and students. They were constructed at 801 and 809 Lee Ave. between 1935 and 1940 as part of a complex of rental cabins. The Trott-Downer Cabins are unique cultural assets that, against the odds, have not only survived but have retained historical and architectural integrity.

Thanks to funding from the Historic Preservation Fund, the City moved and stored the Cabins in 2018. In 2019, the Historic Preservation Commission designated the structures as Louisville landmarks. In early 2022, the Cabins were relocated to a lot close to their original location, roofs were replaced, and the exteriors, windows and doors were improved.

Museum staff intend to rehabilitate the cabin interiors so that they may be opened to the public and a vision of how they were lived in may be shared with visitors.

The Museum was awarded a State Historical Fund Planning Grant in the amount of \$15,000 to cover the cost of hiring a preservation professional to evaluate the interiors of the Cabins and lay out a plan for their rehabilitation, including analysis and design, construction documents, a timeline and cost estimation. The Louisville History Foundation covered the \$1,500 match required by the granting agency.

An RFP was issued in April, 2023 and a local historic preservation firm, Stewart Architecture, was selected to complete the project.

FISCAL IMPACT:

None. The State Historical Fund will release funds to pay the contractor ahead of invoicing as long as their reporting requirements are met. The matching funds from the Louisville History Foundation have already been received.

PROGRAM/SUB-PROGRAM IMPACT:

This project meets the goals of the Cultural Services Department to provide services, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage. In addition, the Louisville Historical Museum is committed to collecting, preserving, and sharing the full range and diversity of voices,

perspectives, and experiences in our community. Adding the cabins to the Museum assets will expand the range of voices and experiences Museum staff can share.









RECOMMENDATION:

Approve the professional services contract with Stewart Architecture for rehabilitation planning for the Trott-Downer Cabins.

ATTACHMENT(S):

- 1. Professional Services Contract-Stewart Architecture

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input checked="" type="checkbox"/>	 Quality Programs & Amenities
<input checked="" type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input checked="" type="checkbox"/>	 Collaborative Regional Partner

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND STEWART ARCHITECTURE
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 1st day of August, 2023 (the “Effective Date”), by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and Stewart Architecture, Inc., a Colorado Corporation hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing Professional Historic Preservation Services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Sharon Nemecek as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Sharon Nemecek and such person's designees.
- 5.2 The Consultant designates Peter Stewart as its project manager and as the principal in charge who shall be providing the Services under this Agreement.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to June 26, 2024, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts,

durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate

and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall

be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. 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. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Consultant:

Stewart Architecture
Attn: Peter Stewart
1132 Jefferson Ave.
Louisville, Colorado 80027
Telephone: 303-665-6668

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Dennis Maloney, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:

By: _____
Title: _____

Exhibit A – Scope of Services

This draft scope of work reflects a plan of approach based upon the City's objectives, including:

- 1. Analysis and Design**
 - a. Perform programming needs assessment**
 - b. Conduct hazardous material testing - lead paint**
 - c. Complete building weatherproofing design**
 - d. Conduct wallpaper analysis and offer preservation/replacement options**
 - e. Investigate the structural needs of the interiors**
 - f. Complete interior finishes design**
 - g. Complete electrical design, including fixtures**
- 2. Construction Documents**
 - a. Complete drawings, plans and specifications**
 - b. Construction timeline**
- 3. Cost Estimating**
 - a. Complete construction cost estimate**

EXHIBIT B – Compensation Schedule

<i>Task</i>	<i>Budget</i>
Analysis and Design	\$ 9,075.00
a. Kick-off, Perform programming needs assessment	
b. Conduct hazardous material testing - lead paint	
c. Complete building weatherproofing design	
d. Conduct wallpaper analysis and offer preservation/replacement options.	
e. Investigate the structural needs of the interiors	
f. Complete interior finishes design	
g. Complete electrical design, including fixtures	
h. Existing condition scanning	
Construction Documents	\$ 4,950.00
a. Complete drawings, plans and specifications.	
b. Construction timeline	
Cost Estimating	\$ 2,475.00
a. Complete construction cost estimate	
Total Consultant Fee	\$ 16,500.00

**SUBJECT: ORDINANCE NO. 1855, SERIES 2023 – AN ORDINANCE
AMENDING CHAPTER 5.08 OF THE LOUISVILLE MUNICIPAL
CODE CONCERNING ART GALLERY PERMITS**

DATE: AUGUST 1, 2023

**PRESENTED BY: GENNY KLINE, DEPUTY CITY CLERK / SECRETARY, LOCAL
LICENSING AUTHORITY**

SUMMARY:

On June 2, Governor Polis signed State HB23-1061 Permitting a Retail Establishment to Serve Complimentary Alcohol Beverages at a Place of Business – for consumption only on the premises, for up to 24 special events per year. This bill amended state statute which previously limited this type of permit to Art Galleries only. The Louisville Municipal Code needs to be amended to include this new license type.

Retail establishments now allowed to apply for this new permit include:

- Art Galleries
- Any other Retail Establishment that:
 - has no more than 25 employees
 - has retail sales of no more than \$5M
 - is in the primary business of selling goods or services to the public
 - has a physical location in Colorado
 - derives less than 50% of gross sales from the sale of food
 - does not sell firearms, motor vehicles, marijuana, gas or diesel fuel
 - does not educate students from K-12 or provides childcare
 - is not a convenience store

While not detailed in the ordinance, the rules outlined in state statute will be detailed on the permit application, including:

Permit holders shall not:

- Directly or indirectly sell alcohol or hold any other type of liquor license
- Permit anyone under 18 to serve the alcohol or permit anyone between 18 and 21 to serve without the presence of a supervisor
- Serve alcohol for more than 4 hours in a 24 hour period or serve between 2am and 7am
- Serve alcohol more than 24 days per year
- Charge an entrance fee or cover charge in exchange for offering complimentary alcohol beverages
- Allow more than 250 people (or the fire code maximum) to be on the premises at one time when alcohol is being served

- Serve malt liquor in a serving size larger than 12 ounces
- Serve wine in a serving size larger than 5 ounces, but it may be mixed with non-alcoholic beverages to make a larger serving size
- Serve spirits in a serving size larger than 1.5 ounces, but it may be mixed with non-alcoholic beverages to make a larger serving size
- Serve premixed alcohol beverage drink in a serving size larger than 12 ounces
- Violate section 44.3.901 including serving a visibly intoxicated person and taking any alcohol beverage off premises

This request was presented to the Local Licensing Authority at their July 24, 2023 meeting and they expressed no concerns regarding this new license. The Authority recommends the fee for the Retail Establishment Permit be set at \$100 to be in line with a Special Event Permit.

FISCAL IMPACT:

None.

PROGRAM/SUB-PROGRAM IMPACT:

This ordinance supports the Clerk’s Office goals by helping to ensure effective and efficient governance as it relates to liquor licensing.









RECOMMENDATION:

Approve Ordinance No. 1855 on 1st reading and set the Public Hearing for August 15, 2023.

ATTACHMENT(S):

1. Ordinance
2. Draft Retail Establishment Permit Application

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input checked="" type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**ORDINANCE NO. 1855
SERIES 2023**

**AN ORDINANCE AMENDING CHAPTER 5.08 OF THE LOUISVILLE MUNICIPAL
CODE CONCERNING ART GALLERY PERMITS**

WHEREAS, City Council previously adopted Section 5.08.076 of the Louisville Municipal Code authorizing the Louisville Local Licensing Authority to issue art gallery permits to art galleries serving complimentary alcohol beverages; and

WHEREAS, the Colorado Legislature recently enacted House Bill 23-1061, which broadened the art gallery permit to allow most retail establishments to obtain the permit if the establishment conducts business at a physical building in Colorado, sells goods or services to the public at the location, and derives less than fifty percent of the establishment's gross sales of goods and services from the sale of food; and

WHEREAS, the retail establishment permit is not available to retail establishments that sell firearms, motor vehicles, marijuana, gasoline or diesel fuel; educate students from kindergarten to twelfth grade or provide child care; or are convenience stores; and

WHEREAS, City Council desires to amend Section 5.08.076 to reflect the changes set forth in House Bill 23-1061.

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

Section 1. Section 5.08.076 of the Louisville Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 5.08.076. Art gallery Retail establishment permits.

A. The local licensing authority is authorized to issue a retail establishment ~~an art gallery~~ permit to a person operating a retail establishment ~~an art gallery~~ that offers and serves complimentary alcohol beverages for consumption only on the premises in accordance with the requirements and limitations set forth in section 44-3-424, C.R.S. A retail establishment ~~An art gallery~~ that wishes to offer complimentary alcohol beverages shall submit an application for a retail establishment ~~an art gallery~~ permit to the local licensing authority annually. The local licensing authority may reject the permit application if the applicant fails to establish that it is able to offer complimentary alcohol beverages without violating the provisions of section 44-3-424, C.R.S. or creating a public safety risk to the neighborhood.

B. A retail establishment ~~An art gallery~~ permit may be suspended or revoked if the permittee violates any of the provisions of section 44-3-424, C.R.S. or any rule adopted thereunder. The local licensing authority shall conduct a hearing with regard to any such alleged violations in accordance with the requirements of this Code, the authority's bylaws and rules of procedure, and section 44-3-601, C.R.S.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this ____ day of _____, 2023.

Dennis Maloney, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this ____ day of _____, 2023.

Dennis Maloney, Mayor

ATTEST:

Meredyth Muth, City Clerk



Retail Establishment Alcohol Permit Application

This application must be submitted to the City of Louisville **60 days in advance of the first serving date.**

This permit is only available for the following retail business types:

- Art Gallery
- Retail Establishment that:
 - Is not a convenience store
 - Has a physical location and is in the primary business of selling goods or services to the public
 - Has no more than 25 employees
 - Has retail sales of no more than \$5,000,000 annually
 - Derives less than 50% of gross sales from food
 - Does not sell firearms, motor vehicles, marijuana, or gas/diesel fuel
 - Does not educate students in grades K-12 or provide childcare

<input type="checkbox"/> State Application Fee - \$25.00 Annual Fee		<input type="checkbox"/> City of Louisville Application Fee – \$100.00	
<input type="checkbox"/> Attach a copy of premises proof of ownership or lease documents <input type="checkbox"/> Attach a diagram of the proposed premises <input type="checkbox"/> Attach a copy of Premises Control Plan outlining how the premises will be controlled to ensure compliance with liquor code provisions including restricting sales to minors and intoxicated persons as well as ensuring that the participants cannot leave the premises with open containers or alcohol beverages. <input type="checkbox"/> Proof of server training for the owner or manager is required by the Louisville Local Licensing Authority			
Applicant Information			
Legal Business Name			
Trade Name or D/B/A Name			
Business Type (i.e. real estate office, clothing store)			
City of Louisville Sales Tax License Number			
Business Phone Number	Email Address		
Premises Address			
City	State	Zip Code	
Mailing Address			
City	State	Zip Code	

Service Dates (Limit 24 days) - 4 hours per day - No service between 2am and 7am

Date	Date	Date
Hours From: To:	Hours From: To:	Hours From: To:
Date	Date	Date
Hours From: To:	Hours From: To:	Hours From: To:
Date	Date	Date
Hours From: To:	Hours From: To:	Hours From: To:
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Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and Colorado Liquor Rules which affect my permit.

Authorized Signature

Title

Date

Report & Approval of City Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44 C.R.S and Liquor Rules. **Therefore this application is approved.**

Local Licensing Authority For

City of Louisville

Date

Signature

Title

Date

Retail Establishment Alcohol Permit Limitations

The following limitations for the Retail Establishment Permit can be found in Colorado Revised Statute.

Permit holders shall not:

- Directly or indirectly sell alcohol or hold any type of liquor license
- Permit anyone under the age of 18 to serve the alcohol or permit anyone between the ages of 18 and 21 to serve alcohol without the presence of a supervisor
- Serve alcohol for more than 4 hours in a 24 hour period or serve between 2am and 7am
- Serve alcohol more than 24 days per year
- Charge an entrance fee or cover charge in exchange for offering complimentary alcohol beverages
- Allow more than 250 people (or the fire code maximum) to be on the premises at one time when alcohol is being served
- Serve malt liquor in a serving size larger than 12 ounces
- Serve wine in a serving size larger than 5 ounces, but it may be mixed with non-alcoholic beverages to make a larger serving size
- Serve spirits in a serving size larger than 1.5 ounces, but it may be mixed with non-alcoholic beverages to make a larger serving size
- Serve a premixed alcohol beverage drink in a serving size larger than 12 ounces
- Violate section 44.3.901 including serving a visibly intoxicated person and taking any alcohol beverage off premises

I have read and acknowledge the above Retail Establishment Permit Limitations.

I acknowledge that a violation of a limitation specified above by the licensee, or the licensee's employees or agents, shall be the responsibility of the licensee.

I acknowledge that holding a Retail Establishment Permit subjects the licensee to the same enforcement provisions, including possible suspension and revocation, as otherwise apply to other license type holders and are imposed by the local licensing authority.

I acknowledge that the local licensing authority may conduct a hearing with regard to any violations of Louisville Municipal Code, the authority's bylaws and rules of procedure and section 44-3-601 C.R.S.

Applicant Signature

Date

Applicant Printed Name

Name of Establishment