

# City Council

## Agenda

**Tuesday, September 19, 2023**  
**Council Chambers**  
**749 Main Street**  
**6:00 PM**

*Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.*

- 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](http://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](mailto: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.

- A.** Approval of Bills
- B.** Approval of Minutes: September 13, 2023
- C.** Approval of Contract Between the City of Louisville and JVA Inc. for the Wastewater Treatment Plant Solids Handling Upgrade Final Design

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#### **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](mailto: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](mailto:ClerksOffice@LouisvilleCO.gov).

- D. Approval of Contract Between the City of Louisville and Kimley-Horn for Design and Construction Standards Update Project
- E. Approval of Resolution No. 53, Series 2023 – A Resolution Authorizing the Purchase of Wastewater Treatment Plan Chemicals
- F. Approval of First Amendment to Intergovernmental Agreement Between the City of Louisville, Colorado and the Takoda Metropolitan District
- G. Approval Resolution No. 54, Series 2023 – A Resolution in Support of the City of Louisville Filing an Affordable Housing Commitment with the State of Colorado to be Eligible for Proposition 123 Funds

**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. BOULDER COUNTY COMMISSIONERS – 2023 BALLOT ISSUES**

- Presentation
- Council Questions & Comments

**B. RESOLUTION NO. 55, SERIES 2023 – A RESOLUTION OF THE LOUISVILLE CITY COUNCIL URGING LOUISVILLE CITIZENS TO VOTE YES ON BALLOT ISSUE 2C AT THE NOVEMBER 7, 2023 ELECTION CONCERNING THE CITY’S OPEN SPACE AND PARKS SALES AND USE TAX**

- Presentation
- Council Questions & Comments
- Action

**C. ORDINANCE NO. 1857, SERIES 2023 – AN ORDINANCE AMENDING TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE CITY’S TAX AND BUSINESS ASSISTANCE PROGRAM SET FORTH IN CHAPTER 3.24, AND TO ADD A NEW CHAPTER 3.25 REGARDING ENHANCED ASSISTANCE FOR AEROSPACE BUSINESSES – 2<sup>nd</sup> READING, PUBLIC HEARING (advertised *Daily Camera* 9/10/23)**

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

**D. COMMUNITY DECARBONIZATION PLAN UPDATE**

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

**E. 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**

**REGULAR BUSINESS ITEMS SUSPENDED**

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

**REGULAR BUSINESS ITEMS CONTINUED**

**REPORT – DISCUSSION/DIRECTION/ACTION — PENDING LITIGATION**

**8. CITY ATTORNEY’S REPORT**

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

**10. ADJOURN**

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CASH ACCOUNT: 001000 101001

WARRANT: 083123 08/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14842	A MUSIC PLUS INC	DJ SERVICES 9/4/23	750.00
15652	BANTHOM HOUSE	9/4/23 FALL FESTIVAL	1,000.00
5492	BOULDER CONCERT BAND INC	7/4/23 ENTERTAINMENT	900.00
15142	BRANDON SHUPICK	GOLF LESSONS 8/12/23 - 8/	4,416.13
14603	KELLY ENTERPRISES LTD	STAFFING ASSISTANCE 9/4/2	350.00
15673	KEVIN L. MASTRIONA	HAY BALES FOR FALL FESTIV	120.00
9750	LEGALSHIELD	#22554 AUG 2023 EMPLOYEE	784.45
13782	LEXISNEXIS RISK DATA MANAGEMEN	BILLING ID #1686410 1/1/	3,708.00
14801	MELENDEZ GOLF LLC	GOLF LESSONS 8/12/23 - 8/	297.50
99999	JILL SIEWERT	MILEAGE 8/9/23 & 8/25/23	19.92
99999	PEGGY NORRIS	REIMBURSE TREATS FOR PROG	97.20
99999	GREG VENETTE	Meals in Maui 8/21/23 - 8	854.00
99999	GREG VENETTE	PIZZA FOR STAFF 7/26/23	75.86
99999	PHYLLIS OLIVAS	2023 SENIOR WATER REBATE	100.00
99999	LOWE'S SITE #220	UTILITY REFUND 1171 1/4 W	13,847.57
15667	TWO BY TWO PETTING ZOO	PETTING ZOO 9/4/23	2,500.00
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 8/24/23 -	3,189.25
17 INVOICES		WARRANT TOTAL	33,009.88

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CASH ACCOUNT: 001000 101001

WARRANT: 090723 09/07/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15677	ACME FINE GOODS LLC	FACADE IMP PROGRAM REIMBU	3,184.07
15088	CARLISLE THOMPSON LLC	6/20/23-7/28/23 FEMA Con	4,113.75
14167	CORY PETERSON	MAUI 8/21/23 - 8/28/23	5,743.27
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - warrant 0	173.53
99999	KIANA FREEMAN	MILEAGE 8/14/23 - 8/30/23	26.60
15675	RICHARD W VAUGHT	SENIOR DINNER 9/1/23	350.00
15497	SENERGY PETROLEUM LLC	CUST ID #84627	24,164.73
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 8/31/23 -	2,511.75
3875	XCEL ENERGY	ACCT #53-1879596-1	31,203.16
3875	XCEL ENERGY	ACCT #53-1879594-9	12.93
3875	XCEL ENERGY	ACCT #53-1879593-8	146.42
3875	XCEL ENERGY	ACCT #53-0014472892-4	13.34
3875	XCEL ENERGY	ACCT #53-0014472912-9	13.21
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13 INVOICES		WARRANT TOTAL	71,656.76
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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14599	120 WATER, INC.	JULY 2023	1,737.50
14599	120 WATER, INC.	JULY 2023	136.03
14599	120 WATER, INC.	JULY 2023	1,042.20
14599	120 WATER, INC.	JULY 2023	545.40
15218	ACADEMY SPORTS TURF INC	8/17/23 MAINT SERVICES	600.00
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	494.63
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	909.53
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	2,045.40
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	513.90
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	-116.06
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	-1,080.00
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	-2.35
12890	ADAMSON POLICE PRODUCTS	CUST #CO260 ORDER #CO11	72.85
14547	ADIDAS AMERICA INC	CUST #38058999	1,920.45
14547	ADIDAS AMERICA INC	CUST #38058001	24.37
14547	ADIDAS AMERICA INC	CUST #38058001	918.36
14547	ADIDAS AMERICA INC	CUST #38058001	265.11
14547	ADIDAS AMERICA INC	CUST #38058001	203.67
14547	ADIDAS AMERICA INC	CUST #38058001	793.95
14547	ADIDAS AMERICA INC	CUST #38058001	73.12
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	500.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	500.00
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #870159	298.54
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #802604 OCT-DEC 20	348.96
1006	ALL CURRENT ELECTRIC INC	CUST #100732	4,500.00
12150	ANIMAL & PEST CONTROL SPECIALI	9/3/23 Prairie dog reloc	1,856.00
12150	ANIMAL & PEST CONTROL SPECIALI	9/3/23 Prairie dog reloc	500.00
12150	ANIMAL & PEST CONTROL SPECIALI	9/3/23 Prairie dog reloc	700.00
12150	ANIMAL & PEST CONTROL SPECIALI	9/3/23 Prairie dog reloc	1,856.00
15322	AQUATIC RESOURCES	SALES ORDER #SC1967	4,589.00
13962	B&H PHOTO & VIDEO	CUST CODE #1939640	23,510.00
13962	B&H PHOTO & VIDEO	CUST CODE #1939640	2,199.00
13962	B&H PHOTO & VIDEO	CUST CODE #1939640	3,351.95
10801	BADGER METER INC	CUST #51080	106.80
14582	BEES AND TREES INC	9/4/23 BEE REMOVAL 88TH &	309.00
14251	BK TIRE INC	POLICE VEHICLE TIRES	1,767.00

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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15465	BOSS PRINTING	PUBLIC NOTICE POSTCARDS	275.73
15465	BOSS PRINTING	POSTCARDS	307.58
640	BOULDER COUNTY	Boulder County Use tax 8/	95,549.60
5446	BOULDER WATER WELL SERVICE & S	PUMP REPLACEMENT AT SUNDA	1,188.00
5446	BOULDER WATER WELL SERVICE & S	Emergency Sump Pump Repai	3,188.71
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488	333.94
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488	59.00
9838	BRIGHTVIEW LANDSCAPE SERVICES	CUST #21013231 2023 Down	2,000.00
9838	BRIGHTVIEW LANDSCAPE SERVICES	CUST #21013249 2023 Mow	35,715.01
14403	CALLAWAY GOLF	ACCT #18883	1,242.54
14036	CENTER COPY BOULDER INC	NO PARKING SIGNS - LABOR	180.63
15336	CHARLES ABBOTT ASSOCIATES, INC	AUGUST 2023 BUILDING INSP	7,968.50
2220	CHEMTRADE CHEMICALS US LLC	CUST #43552	6,380.15
2220	CHEMTRADE CHEMICALS US LLC	CUST #43552	6,381.94
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
4785	CINTAS CORPORATION #66	CUST #12522401	362.45
4785	CINTAS CORPORATION #66	CUST #12522401	272.60
1033	COAL CREEK COLLISION CENTER	Repair Unit # 2183	3,206.95
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	126.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - UPSTREAM METALS -	237.60
1120	COLORADO ANALYTICAL LABORATORI	WWTP - REUSE - MONTHLY	229.50
1120	COLORADO ANALYTICAL LABORATORI	WWTP - EFFLUENT - MONTHLY	119.70
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - MONTHLY	324.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - REG85 - MONTHLY	391.51
1120	COLORADO ANALYTICAL LABORATORI	WWTP - SOLIDS - MONTHLY	240.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO0107	104.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO0107	126.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO0107	77.40
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO010	81.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO010	171.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO010	192.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO010	381.00
1120	COLORADO ANALYTICAL LABORATORI	CITY OF LOUISVILLE CO010	792.00
1120	COLORADO ANALYTICAL LABORATORI	WATER PLANT QUARTERLY IPP	14.40
1120	COLORADO ANALYTICAL LABORATORI	WWTP - PROCESS - INVESTIG	237.60
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	81.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - SEMIANN	327.60
1120	COLORADO ANALYTICAL LABORATORI	WWTP - EFFLUENT - SEMIANN	258.30

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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	126.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	126.00
13820	COLORADO BARRICADE CO	Traffic Sign Replacement-	7,000.00
11264	COLORADO DEPT OF PUBLIC HEALTH	WQCD Permit - Ref #FG01_C	13,920.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000409630	1,058.19
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000409630	115.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000410981	426.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000411319	426.00
15521	CONNECT SOLUTIONS GROUP LLC	CUST ID #LOUISVILLE GOV	700.00
14917	CONSERVE-A-WATT LIGHTING INC	CUST #11167	1,146.44
14917	CONSERVE-A-WATT LIGHTING INC	CUST #11167	785.70
14917	CONSERVE-A-WATT LIGHTING INC	CUST #11167	39,860.13
14917	CONSERVE-A-WATT LIGHTING INC	CUST #11167	254.64
15611	CONTROLOGY STUDIO LLC	AUGUST 2023 PILATES CLASS	168.00
15414	CORA BRACHO-TROCONIS	AUG 2023 JOAN MIRO SCULPT	140.00
13162	CORE & MAIN LP	ACCT #103796	608.70
15598	COSALT CONSULTING LTD	AUG 2023 CONSULTING	1,100.00
12428	CUMMINS SALES AND SERVICE	CUST #479194	1,101.35
15190	DANIEL LASHER	INTERPRETING SERVICES 8/2	130.48
15036	DAVID J. THROWER	AUG 2023 MUNICIPAL JUDGE	2,800.00
11476	DBC IRRIGATION SUPPLY	CUST #1268	319.38
11476	DBC IRRIGATION SUPPLY	Cust #1268, Irrigation Pa	192.58
11476	DBC IRRIGATION SUPPLY	Cust #1268, Irrigation Pa	42.06
11476	DBC IRRIGATION SUPPLY	Cust #1268, Irrigation Pa	1,800.17
11476	DBC IRRIGATION SUPPLY	Cust #1268, Irrigation Pa	257.56
11476	DBC IRRIGATION SUPPLY	Cust #1268 Irrigation Sup	1,562.97
11476	DBC IRRIGATION SUPPLY	Cust #1268 Irrigation Sup	262.98
14529	DE NORA WATER TECHNOLOGIES INC	CUST #30006141	1,858.53
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	4,288.78
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	2,226.03
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,993.31
13486	DH PACE COMPANY INC	ACCT #409080	22,662.00
13929	DHE COMPUTER SYSTEMS LLC	ACCT #C00004557	26,455.97



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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15561	DIANA WALLEY	Nutrition Coaching	187.20
15661	DIRSEC LLC	CUST #139538	7,733.15
15661	DIRSEC LLC	MAINT RENEWAL	5,252.44
11124	EJ USA INC	CUST #20003577	462.18
15559	ELLEN MCKAY RICE	LIVE MUSIC 9/5/23	200.00
14896	FASTSIGNS OF BROOMFIELD	PUBLIC NOTICE SIGNS	105.27
14896	FASTSIGNS OF BROOMFIELD	PUBLIC NOTICE SIGNS	105.28
14896	FASTSIGNS OF BROOMFIELD	PUBLIC NOTICE SIGNS	285.28
14606	FEHR AND PEERS	Signals Master Plan Phase	15,280.00
13683	FIRST CHOICE COFFEE SERVICES	CUST #C271512	70.00
15663	GARCIA'S PRECISE DRYWALL	REC CENTER	1,545.00
15612	GEI CONSULTANTS INC	PROJ #230250	3,598.00
2310	GRAINGER	ACCT #802864512	622.00
15235	GRAVES CONSULTING LLC	3 of 3 Invoices for 2023	3,650.00
246	GREEN MILL SPORTSMAN CLUB	RANGE USE 8/22, 8/23 & 8/	450.00
15672	GUERRILLA FANFARE BRASS BAND L	ECOTOBERFEST 10/7/23	1,600.00
2405	HACH COMPANY	ACCT #094039	111.78
2405	HACH COMPANY	ACCT #094039	2,085.70
2405	HACH COMPANY	ACCT #094039	330.75
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL-10	971.00
14472	HILL AND POLLOCK LLC	Water-Related Attorney's	19,767.50
15619	ICON ENGINEERING INC	SERV THR 8/25/23 PROJ #2	19,048.50
9428	IDEAL FENCING CORPORATION LLC	CUST #953 JOB #202308	4,540.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	55.69
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	16,035.18
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	780.00
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	784.00
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	525.00
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	525.00
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	326.51

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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	233.95
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	334.03
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	205.16
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	269.20
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	267.94
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	211.64
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	260.19
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	511.81
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	229.64
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	432.87
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	254.82
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	286.41
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	351.02
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	575.56
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	400.97
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	223.70
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	338.00
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	335.63
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	404.72
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	180.85
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	268.28
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	314.94
15189	INNOVATIVE UTILITY SOLUTIONS L	PROJECT NAME: FHZD PARTS	400.57
13778	INVISION GIS LLC	AUG 2023 GIS & AM Implem	1,948.75
13778	INVISION GIS LLC	AUGUST 2023	4,582.50
15229	J KENT & ASSOCIATES INC	LABOR DAY PARADE - MARSHA	1,360.32
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	544.81
11289	JVA INC	6/1/23-7/31/23 JOB #106	9,128.41
11289	JVA INC	JULY 2023 JOB #1067.5e	6,984.00
2360	KELLY PC	AUGUST 2023	21,499.60
15418	KEVIN SLICK	LIVE MUSIC 9/19/23	200.00
14097	L.A.W.S.	220/203/17	3,078.75
15357	LANGUAGE USA, INC.	8/4/23 TRANSLATION SERVIC	1,300.00
15357	LANGUAGE USA, INC.	8/9/23 TRANSLATION SERVIC	45.00
13782	LEXISNEXIS RISK DATA MANAGEMEN	BILLING ID #1236104	299.00
13692	LIGHTNING MOBILE SERVICES LLC	BI-ANNUAL HI-PRESSURE STE	250.00
13692	LIGHTNING MOBILE SERVICES LLC	BI-MONTHLY SWEEPING JAN-N	335.00
13692	LIGHTNING MOBILE SERVICES LLC	BI-ANNUAL HI-PRESSURE STE	750.00

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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
3070	LL JOHNSON DISTRIBUTING CO	BATTERIES/CHARGERS FOR EQ	1,596.66
5432	LOUISVILLE FIRE PROTECTION DIS	August 2023 Fees	3,395.00
5432	LOUISVILLE FIRE PROTECTION DIS	RUN #23-10021, #23-10280	105.00
5115	LUMIN8 TRANSPORTATION TECHNOLO	Signal Maintenance	25,228.41
5115	LUMIN8 TRANSPORTATION TECHNOLO	JUNE 2023	9,868.26
5115	LUMIN8 TRANSPORTATION TECHNOLO	Signal Maintenance	4,134.00
14071	MARY RITTER	H2O Running 8/1/23-8/24/2	907.20
11463	MATTHEW BENDER & CO INC	ACCT #2522381001	118.96
14604	MEGAN DAVIS	Proposition 123 Implement	1,875.00
15618	MID CITY CORPORATION	WORK THROUGH 8/15/23 wa	121,694.46
15424	MIDWEST CONNECT	CONTRACT #3508-01 ACCT	702.00
14484	MIDWEST TAPE LLC	CUST #2000008778	44.99
15068	MODERN DAVINCI LLC	COACHING MAY-AUG 2023	6,790.50
14768	MOJOS CLEANING SERVICES INC	SEPTEMBER 2023	33,533.41
14768	MOJOS CLEANING SERVICES INC	AUGUST 2023 PARKS	3,300.00
11061	MOUNTAIN PEAK CONTROLS INC	PROJ #29479	270.00
13926	NICOLETTI-FLATER ASSOCIATES PL	AUG 2023 PRE-EMPLOYMENT	960.00
15676	NOBLE AUTO STYLING	WINDOW TINT FOR COURT	600.00
15642	NORFIELD DEVELOPMENT PARTNERS,	8/15/23 - 8/15/2024 LOCA	1,960.00
99999	JOHN & CINDY H. WHITE	MARSHALL FIRE USE TAX CR	11,760.56
99999	ROBERT A II AND SHELLEY M SHIE	MARSHALL FIRE USE TAX CR	18,002.00
99999	MICHAEL LAPPIN	MARSHALL FIRE USE TAX CR	14,244.78
99999	Jim Needham Plumbing	Full Permit Refund - 702	508.54
99999	Paul Lenhart and Sarah weaver	Marshall Fire Use Tax Cre	21,900.00
99999	Peter and Maureen Ricupero	Marshall Fire Use Tax Cre	17,793.75
99999	FLUENCY architecture and desig	One-Time Tax Exempt Refun	13,296.25
99999	Fireplace Warehouse Etc	Permit Refund	47.85
99999	Fireplace Warehouse Etc	Permit Refund	228.96
99999	Fireplace Warehouse Etc	Permit Refund	47.85
99999	Fireplace Warehouse Etc	Permit Refund	200.87
99999	LORI POWELL	REFUND LOUISVILLE REC CEN	407.00
99999	ATWELL, LLC	PROJ #23002232 PUD-00	2,091.00
99999	HARPER LAKE HOMEBUILDERS	HYDRANT METER DEPOSIT RET	2,450.00
99999	THE WAY PLUMBING, LLC	REFUND LIC #LSVL-005364-2	116.00
99999	DOYLE PLUMBING	REFUND LIC #LSVL-005342-2	116.00

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|City of Louisville, CO  
| DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	BOULDER CREEK DELO LLC	FINAL ACCEPT IMPROV AGREE	19,044.00
11329	POLYDYNE INC	CUST #104617 CUST CODE	1,134.00
15477	POUDRE CONSTRUCTION AND DESIGN	WWTP Restroom Rebuild - 1	10,137.00
14160	PRECISE MRM LLC	CUST #679650	320.00
14200	RAMAKER & ASSOCIATES INC	BURIAL SEARCH 10/29/23 -	1,700.00
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-0109715	5,341.88
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-9535390	121,671.20
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-7999998	142.68
14804	RESPEC COMPANY LLC	5/1/23-7/31/23 PROJ #W02	18,540.88
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	138.60
8513	SAFETY & CONSTRUCTION SUPPLY I	088-SIGN- 3'R RD WORK & 0	371.10
14696	SALT LAKE WHOLESALE SPORTS	2023 Ammunition	693.86
14560	SAMEDAY OFFICE SUPPLY	ACCT #A12877	39.37
15497	SENERGY PETROLEUM LLC	CUST ID #84627	22,268.34
15497	SENERGY PETROLEUM LLC	CUST ID #84628	1,120.73
15517	SOLENIS LLC	CUST #823583	17,610.24
15671	SPIRAL CELL LLC	ECOTOBERFEST 10/7/23	1,500.00
11026	STANLEY ACCESS TECHNOLOGIES LL	CUST #0010592535	297.00
11026	STANLEY ACCESS TECHNOLOGIES LL	CUST #0010592535	264.00
10508	STERICYCLE INC	CUST #3000085165	30.00
7917	THE AQUEOUS SOLUTION INC	SODIUM HYPOCHLORITE BULK	375.25
14288	THERMO FISHER SCIENTIFIC LLC	ACCT #481513-002	282.94
15625	TOP GOLF USA, INC.	ACCT #1030920	4,200.00
6609	TRAVELERS	POLICY #31N22649-ZLP AC	58.20
15681	TRAVIS W DAUDERT	LIVE MUSIC 9/12/23	200.00
4765	UNCC	AUGUST 2023 MEMBER ID #	2,123.34
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	2,071.05

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|City of Louisville, CO  
| DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 091923 09/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	1,500.36
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	2,572.00
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	254.05
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	193.88
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	193.88
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	193.88
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	137.59
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	254.05
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	254.05
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	254.05
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	500.61
4875	UNIVAR SOLUTIONS USA INC	CUST #790754	13,571.53
14446	VECTOR DISEASE CONTROL	CUST ID #LOUISV01 2023	2,055.73
4380	VIA MOBILITY SERVICES	2023 Transportation servi	38,535.00
14373	WEIFIELD GROUP CONTRACTING INC	7/28/23 @ Louisville PRV	1,810.00
14373	WEIFIELD GROUP CONTRACTING INC	7/21/23 CONSULTING SERV	1,810.00
14609	WILBUR-ELLIS COMPANY LLC	ACCT #2157891	2,240.00
14050	YBA SHIRTS INC	CLIENT ID #1628666	1,100.10
14050	YBA SHIRTS INC	CLIENT ID #1628666	2,093.60
14050	YBA SHIRTS INC	CLIENT ID #1628666	4,886.75
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	258 INVOICES	WARRANT TOTAL	1,156,444.43
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**CITY OF LOUISVILLE**  
**PURCHASE CARD SUMMARY**  
**STATEMENT PERIOD 7/21/23 - 8/21/23**

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1-800-PACK-RAT (L102)	800-722-5728	KEVIN FREY	FACILITIES	07/21/2023	258.99
2510 - CPS DSTRBTRS	WESTMINSTER	BRYCE LINN	PARKS	08/14/2023	357.50
7-ELEVEN EV RECHARGE	FORT WORTH	RAFAEL GUTIERREZ	POLICE	08/02/2023	30.00
7-ELEVEN EV RECHARGE	FORT WORTH	RAFAEL GUTIERREZ	POLICE	08/02/2023	30.00
7-ELEVEN EV RECHARGE	FORT WORTH	RAFAEL GUTIERREZ	POLICE	07/25/2023	30.00
7-ELEVEN EV RECHARGE	FORT WORTH	RAFAEL GUTIERREZ	POLICE	07/25/2023	30.00
7-ELEVEN EV RECHARGE	FORT WORTH	RAFAEL GUTIERREZ	POLICE	07/25/2023	3.03
ADOBE *ACROPRO SUBS	4085366000	KURT KOWAR	PUBLIC WORKS	08/08/2023	29.99
ADOBE *STOCK	4085366000	EMILY HOGAN	CITY MANAGER	08/01/2023	79.99
ALLDATA	800-859-3282	MASON THOMPSON	OPERATIONS	08/02/2023	125.00
ALLWELL RENTS	303-9357705	TANYA SCOTT	FINANCE	08/03/2023	592.18
AMAZON.COM*GL5ZJ6XX3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/23/2023	437.39
AMAZON.COM*T60CJ12I1 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/27/2023	25.94
AMAZON.COM*TA0BM07Z0 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/10/2023	171.78
AMAZON.COM*TA24G72H0 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/09/2023	159.68
AMAZON.COM*TA27U8450 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/04/2023	11.99
AMAZON.COM*TA3VC4SP1 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/10/2023	17.19
AMAZON.COM*TA45C8WD0 A	AMZN.COM/BILL	GREG VENETTE	WATER	08/11/2023	23.36
AMAZON.COM*TA4RJ4SW0 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/09/2023	19.96
AMAZON.COM*TH15U0902 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/02/2023	14.29
AMAZON.COM*TN2QB5VD3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/23/2023	11.99
AMAZON.COM*TO14O2XB2 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/12/2023	35.97
AMAZON.COM*TO1H53AZ1 A	AMZN.COM/BILL	GREG VENETTE	WATER	08/14/2023	31.29
AMAZON.COM*TO7577F12 A	AMZN.COM/BILL	KELLY THARP	OPERATIONS	08/10/2023	15.90
AMAZON.COM*TO8ZO3LV2 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/10/2023	27.68
AMAZON.COM*TQ2SW0AC0 A	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/20/2023	7.95
AMERICAN AED LLC	MIRAMAR	KEVIN FREY	FACILITIES	08/16/2023	1,299.00
AMERICAN ASSOCIATION F	899-9002054	GIGI YANG	LIBRARY	07/26/2023	809.00
AMERICAN PLANNING A	3124319100	ROBERT ZUCCARO	PLANNING	08/01/2023	395.00
AMERICAN PLANNING A	3124319100	APRIL KRONER	PLANNING	07/21/2023	10.00
AMERICAN RED CROSS	800-733-2767	TREVOR DEPEW	WATER	08/14/2023	72.00
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	07/29/2023	288.00
AMERICAN RED CROSS	800-733-2767	DANIEL BIDLEMEN	REC CENTER	07/26/2023	126.00
AMERICAN WATER WORKS A	DENVER	BENJAMIN FRANCISCO	OPERATIONS	08/10/2023	233.00
AMERLIBASSOC ECOMMERCE	866-746-7252	ERIN OWEN	LIBRARY	07/27/2023	155.00
AMZN MKTP US*8X5VE1J83	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	07/21/2023	179.85

AMZN MKTP US*E75MC7B53	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	07/21/2023	146.70
AMZN MKTP US*TA5205I92	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/09/2023	14.79
AMZN MKTP US*TA8GW3Y31	AMZN.COM/BILL	KEVIN FREY	FACILITIES	08/11/2023	109.99
AMZN MKTP US*TH0BH4B50	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	08/01/2023	15.99
AMZN MKTP US*TH5UY4C40	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	07/28/2023	95.85
AMZN MKTP US*TH6VO0681	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/03/2023	8.22
AMZN MKTP US*TO03E4CP1	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/12/2023	35.58
AMZN MKTP US*TO0YL9QF0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/15/2023	50.67
AMZN MKTP US*TO1MC4LH1	AMZN.COM/BILL	CLAIRE KREYCIK	PLANNING	08/13/2023	121.94
AMZN MKTP US*TO1XQ0H01	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/16/2023	27.47
AMZN MKTP US*TO5KS9HH2	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/13/2023	9.97
AMZN MKTP US*TO6XA5QC1	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/16/2023	47.57
AMZN MKTP US*TO9362X32	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/12/2023	18.98
AMZN MKTP US*TQ2MC2CC2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/16/2023	65.00
AMZN MKTP US*TQ7LL34L0	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	08/18/2023	39.94
AMZN MKTP US*TQ9DZ7ZIO	AMZN.COM/BILL	GREG VENETTE	WATER	08/19/2023	119.78
AMZN MKTP US	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	07/25/2023	39.47
AMZN MKTP US	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	07/20/2023	109.99
AMZN MKTP US*5X48B2TI3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/22/2023	39.99
AMZN MKTP US*EO2PO3MT3	AMZN.COM/BILL	NICK PROSSER	IT	07/20/2023	567.02
AMZN MKTP US*J194K4XA3	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	07/21/2023	44.90
AMZN MKTP US*OT4IP38T3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/23/2023	5.96
AMZN MKTP US*T60O06DE0	AMZN.COM/BILL	GREG VENETTE	WATER	07/26/2023	19.99
AMZN MKTP US*T61FS1UX2	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/27/2023	8.52
AMZN MKTP US*T61TY3MO1	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	07/26/2023	59.98
AMZN MKTP US*T63HE3UL1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/28/2023	11.88
AMZN MKTP US*T648932K0	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/26/2023	9.98
AMZN MKTP US*T65CO5UC2	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/27/2023	28.99
AMZN MKTP US*T65Z922P1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	07/27/2023	125.89
AMZN MKTP US*TA0TP0IOO	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/10/2023	7.89
AMZN MKTP US*TA2EK1152	AMZN.COM/BILL	CATHERINE JEPSON	PARKS	08/05/2023	29.89
AMZN MKTP US*TA2QR5XH1	AMZN.COM/BILL	NICK PROSSER	IT	08/08/2023	11.54
AMZN MKTP US*TA2R55UO1	AMZN.COM/BILL	BELAN CARRILLO	PUBLIC WORKS	08/11/2023	110.99
AMZN MKTP US*TA2S41X11	AMZN.COM/BILL	TREVOR DEPEW	WATER	08/08/2023	69.99
AMZN MKTP US*TA3XF9R71	AMZN.COM/BILL	GIGI YANG	LIBRARY	08/11/2023	176.81
AMZN MKTP US*TA3Y31WL0	AMZN.COM/BILL	GREG VENETTE	WATER	08/11/2023	73.34
AMZN MKTP US*TA4DC5B00	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/08/2023	7.00
AMZN MKTP US*TA5J35WX1	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/11/2023	504.97
AMZN MKTP US*TA5VX69T1	AMZN.COM/BILL	GREG VENETTE	WATER	08/11/2023	21.77
AMZN MKTP US*TA5ZO8R12	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	08/09/2023	18.96
AMZN MKTP US*TA6X11UG0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/10/2023	21.99

AMZN MKTP US*TA7S31UW1	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/11/2023	82.91
AMZN MKTP US*TA84F6RC0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/11/2023	12.46
AMZN MKTP US*TA8LN3RO1	AMZN.COM/BILL	GREG VENETTE	WATER	08/11/2023	17.99
AMZN MKTP US*TA8Q38O11	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	08/05/2023	16.99
AMZN MKTP US*TA95T2EO2	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	08/05/2023	12.95
AMZN MKTP US*TH09V6LT1	AMZN.COM/BILL	JOHN KIPP	WASTEWATER	07/30/2023	135.98
AMZN MKTP US*TH11O3811	AMZN.COM/BILL	GIGI YANG	LIBRARY	08/02/2023	23.69
AMZN MKTP US*TH1CG5V71	AMZN.COM/BILL	PEGGY NORRIS	LIBRARY	08/01/2023	13.99
AMZN MKTP US*TH22V9C50	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	07/28/2023	648.89
AMZN MKTP US*TH2AH5XI1	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/01/2023	49.99
AMZN MKTP US*TH2LW4YQ2	AMZN.COM/BILL	GIGI YANG	LIBRARY	08/03/2023	65.82
AMZN MKTP US*TH30L3TR2	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	07/29/2023	15.99
AMZN MKTP US*TH3BG4YQ2	AMZN.COM/BILL	GIGI YANG	LIBRARY	08/03/2023	19.98
AMZN MKTP US*TH3UT0720	AMZN.COM/BILL	GREG VENETTE	WATER	08/02/2023	11.39
AMZN MKTP US*TH5A01SF0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/02/2023	10.49
AMZN MKTP US*TH5BQ4Y22	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/03/2023	20.49
AMZN MKTP US*TH5U13V22	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/31/2023	65.96
AMZN MKTP US*TH5XM05U0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/01/2023	14.87
AMZN MKTP US*TH6W12R10	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/03/2023	353.15
AMZN MKTP US*TH6X33500	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/01/2023	57.69
AMZN MKTP US*TH7YK73E1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	07/31/2023	14.84
AMZN MKTP US*TH85J0HQ0	AMZN.COM/BILL	GREG VENETTE	WATER	08/01/2023	9.11
AMZN MKTP US*TH88Z15G0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/01/2023	13.91
AMZN MKTP US*TH8VA7LP0	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	07/29/2023	57.96
AMZN MKTP US*TO0115X52	AMZN.COM/BILL	GIGI YANG	LIBRARY	08/12/2023	287.46
AMZN MKTP US*TO0DY08D2	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/13/2023	20.49
AMZN MKTP US*TO0H60OB2	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/10/2023	63.79
AMZN MKTP US*TO0V04DN0	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	08/16/2023	9.99
AMZN MKTP US*TO1431T32	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/11/2023	333.35
AMZN MKTP US*TO1K13DB0	AMZN.COM/BILL	DANIEL WOOLDRIDGE		08/16/2023	108.24
AMZN MKTP US*TO1LE2Y12	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/16/2023	84.84
AMZN MKTP US*TO1NF0T82	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/11/2023	23.25
AMZN MKTP US*TO1VB4HJ1	AMZN.COM/BILL	DANIEL WOOLDRIDGE		08/16/2023	30.37
AMZN MKTP US*TO1WH5C70	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/11/2023	20.98
AMZN MKTP US*TO22R66F1	AMZN.COM/BILL	KEVIN FREY	FACILITIES	08/17/2023	142.86
AMZN MKTP US*TO24E8410	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/12/2023	42.93
AMZN MKTP US*TO2MC6DG2	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/14/2023	1,325.07
AMZN MKTP US*TO2N312T0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/16/2023	93.03
AMZN MKTP US*TO2NR5FU0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/11/2023	33.50
AMZN MKTP US*TO2V03IC0	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	08/17/2023	61.70
AMZN MKTP US*TO37O4UK0	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/17/2023	11.99



AMZN MKTP US*TO3CR4U20	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/17/2023	178.88
AMZN MKTP US*TO3IH09O1	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	08/18/2023	33.28
AMZN MKTP US*TO3P33120	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/14/2023	26.97
AMZN MKTP US*TO3TV9E90	AMZN.COM/BILL	JOSH GILBERTSON	IT	08/13/2023	35.99
AMZN MKTP US*TO40S5CD0	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	08/11/2023	36.78
AMZN MKTP US*TO5LE6XK2	AMZN.COM/BILL	GREG VENETTE	WATER	08/12/2023	36.94
AMZN MKTP US*TO5M83SM0	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	08/16/2023	56.50
AMZN MKTP US*TO7ZF7QI2	AMZN.COM/BILL	GREG VENETTE	WATER	08/14/2023	68.99
AMZN MKTP US*TO84C5TS2	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/11/2023	38.60
AMZN MKTP US*TO8BJ3UR0	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/17/2023	23.44
AMZN MKTP US*TO8LU33V2	AMZN.COM/BILL	GREG VENETTE	WATER	08/11/2023	23.98
AMZN MKTP US*TO8U28IW0	AMZN.COM/BILL	KEVIN FREY	FACILITIES	08/17/2023	41.00
AMZN MKTP US*TO95X32O0	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	08/16/2023	185.10
AMZN MKTP US*TO98666N1	AMZN.COM/BILL	DANIEL WOOLDRIDGE		08/17/2023	399.35
AMZN MKTP US*TO9ZM8TF0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/13/2023	48.76
AMZN MKTP US*TQ0A90PE0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/21/2023	11.49
AMZN MKTP US*TQ2LJ4CG2	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/16/2023	80.68
AMZN MKTP US*TQ4QX4LF1	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/20/2023	7.69
AMZN MKTP US*TQ4U45JB0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/19/2023	14.99
AMZN MKTP US*TQ5AH0OB2	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/16/2023	28.99
AMZN MKTP US*TQ5Y280I0	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	08/20/2023	49.99
AMZN MKTP US*TQ70F3TY0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/20/2023	43.99
AMZN MKTP US*TQ70X23V0	AMZN.COM/BILL	DANIEL WOOLDRIDGE		08/19/2023	15.40
AMZN MKTP US*TQ7MA9N61	AMZN.COM/BILL	KRISTEN BODINE	LIBRARY	08/20/2023	13.99
AMZN MKTP US*TQ85T3CB2	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	08/16/2023	17.40
AMZN MKTP US*TQ9834TD0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	08/20/2023	24.99
AMZN MKTP US*TQ9DS50Q0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	08/20/2023	33.98
AMZN MKTP US*TQ9RU6JQ2	AMZN.COM/BILL	DANIEL WOOLDRIDGE		08/17/2023	132.57
AMZN MKTP US*UJ3JB6PW3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/21/2023	59.68
AMZN MKTP US*XW4I16X63	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	07/21/2023	11.99
ARROWHEAD AWARDS	BOULDER	LIGEA FERRARO	CITY MANAGER	08/17/2023	42.50
ARROWSTAGELINES.COM	OMAHA	KATHY MARTIN	REC CENTER	08/18/2023	1,202.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	08/07/2023	1,379.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	08/07/2023	1,025.00
ARROWSTAGELINES.COM	OMAHA	KATHY MARTIN	REC CENTER	07/24/2023	1,991.00
AUTOMATIONDIRECT.COM	CUMMING	DEVIN MADIGAN	WASTEWATER	08/15/2023	664.14
AMAZON.COM*FL9R42YB3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/24/2023	132.00
AMAZON.COM*GV8827363	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/22/2023	42.69
AMAZON.COM*MZ8DV6OB3	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	07/21/2023	39.99
AMAZON.COM*PI54823H3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	07/24/2023	28.57
AMAZON.COM*R19P61NH3	AMZN.COM/BILL	JOHN KIPP	WASTEWATER	07/25/2023	7.48

AMAZON.COM*TH18H3DN0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/02/2023	25.20
AMAZON.COM*TH1RN0MS0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/01/2023	19.96
AMAZON.COM*TH6OY8U30	AMZN.COM/BILL	ERICA SCHMITT	LIBRARY	08/03/2023	15.99
AMAZON.COM*TH7G309U1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/04/2023	71.87
AMAZON.COM*TO1NP9LU0	AMZN.COM/BILL	GREG VENETTE	WATER	08/12/2023	8.98
AMAZON.COM*TO2AU6R21	AMZN.COM/BILL	TANYA SCOTT	FINANCE	08/18/2023	267.00
AMAZON.COM*TO4QC7BK1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	08/16/2023	16.24
AMAZON.COM*TO5IG3O41	AMZN.COM/BILL	GREG VENETTE	WATER	08/12/2023	500.63
AMAZON.COM*TO8N94CM2	AMZN.COM/BILL	KELLY THARP	OPERATIONS	08/09/2023	35.52
AMAZON.COM*TQ3MN8OO1	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	08/19/2023	62.06
AMAZON.COM*UX6Y03WF3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	07/23/2023	44.00
BATTERY PLEX INC	954-2478798	KEVIN FREY	FACILITIES	07/19/2023	396.95
BESTBUYCOM806781818289	888BESTBUY	MINDY OLKJER	PUBLIC WORKS	08/03/2023	69.95
BESTBUYCOM806782200082	888BESTBUY	MINDY OLKJER	PUBLIC WORKS	08/05/2023	87.34
BESTBUYCOM806782359242	888BESTBUY	MINDY OLKJER	PUBLIC WORKS	08/05/2023	49.98
BESTBUYCOM806784061615	888BESTBUY	SANDRA ANDRETICH	OPERATIONS	08/09/2023	379.99
BIG AIR JUMPERS	COLORADO SPRI	AMANDA PERERA	REC CENTER	08/04/2023	10.00
BIG AIR JUMPERS	COLORADO SPRI	AMANDA PERERA	REC CENTER	07/29/2023	430.00
BIZWEST-DIGITAL	FORT COLLINS	ROBERT ZUCCARO	PLANNING	08/12/2023	9.00
BLACKJACK PIZZA - CO 0	LOUISVILLE	AMANDA PERERA	REC CENTER	08/05/2023	32.97
BLACKJACK PIZZA - CO 0	LOUISVILLE	JACK MANIAN	OPERATIONS	07/20/2023	95.93
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/18/2023	275.00
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/18/2023	275.00
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/18/2023	275.00
BLUE GOJI LLC	AUSTIN	LINDSEY WITTY	REC CENTER	08/18/2023	275.00
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	08/10/2023	31.60
BSI ONLINE	ALSIP	ABBY MCNEAL	PARKS	08/08/2023	271.20
BSI ONLINE	ALSIP	ABBY MCNEAL	PARKS	08/03/2023	389.85
BUILDASIGN.COM	800-330-9622	GIGI YANG	LIBRARY	08/15/2023	134.31
BUTTERFLY PAVILION ONL	WESTMINSTER	PATRICIA MORGAN	REC CENTER	07/25/2023	258.18
CALENDLY	AVONDALE ESTA	DAVID BARIL	GOLF COURSE	08/09/2023	15.00
CATALYSTS DISC EXPERTS	ROCKWALL	MEAGAN BROWN	HUMAN RESOURCES	08/02/2023	337.50
CENTER COPY PRINTING	303-4406000	MINDY OLKJER	PUBLIC WORKS	08/17/2023	41.31
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	07/25/2023	76.67
CHARGEPOINT 19	CAMPBELL	RAFAEL GUTIERREZ	POLICE	07/24/2023	5.46
CHILDHEALTHCONNECTION	FORT COLLINS	AMANDA PERERA	REC CENTER	08/16/2023	80.00
CHILDHEALTHCONNECTION	FORT COLLINS	AMANDA PERERA	REC CENTER	07/31/2023	80.00
CHOICE SCREENING INC.	720-974-7878	LESLIE RINGER	HUMAN RESOURCES	08/14/2023	720.90
CLUBCONNECT	9136615569	LINDSEY WITTY	REC CENTER	08/01/2023	149.00
CO PARK* INV-1581	WHEAT RIDGE	ABBY MCNEAL	PARKS	08/01/2023	439.00
CO PARK* INV-1702	WHEAT RIDGE	JESSE DEGRAW	REC CENTER	08/07/2023	50.00

CO PARK* INV-1702	WHEAT RIDGE	JESSE DEGRAW	REC CENTER	08/07/2023	489.00
CO PARK* INV-1704	WHEAT RIDGE	PAMELA LEMON	REC CENTER	08/07/2023	439.00
CO PARK* INV-1705	WHEAT RIDGE	JAMES VAUGHAN	REC CENTER	08/07/2023	439.00
CO SECRETARY STATE FEE	DENVER	BELAN CARRILLO	PUBLIC WORKS	07/25/2023	10.00
COAL CREEK ACE HARDWAR	LOUISVILLE	JACOB MARINKOVICH	PARKS	07/27/2023	21.99
COE PIRATES COVE 1	ENGLEWOOD	AMANDA PERERA	REC CENTER	07/26/2023	550.00
COLORADO ANALYTICAL	BRIGHTON	MINDY OLKJER	PUBLIC WORKS	08/01/2023	58.00
COLORADO CWP	719-545-6748	JOHN KIPP	WASTEWATER	08/10/2023	50.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	07/31/2023	50.00
COLORADO CWP	719-545-6748	SHANE MAHAN	OPERATIONS	07/26/2023	50.00
COLORADO CWP	719-545-6748	JOHN KIPP	WASTEWATER	07/25/2023	50.00
COLORADO GOLF ASSN	303-3664653	PAMELA PETERSON-HOHS	GOLF COURSE	08/14/2023	108.90
COLORADO GOLF ASSN	303-3664653	PAMELA PETERSON-HOHS	GOLF COURSE	08/09/2023	215.00
COLORADO PLASTIC PRODU	LOUISVILLE	ANDY ELLIS	PARKS	08/01/2023	50.00
COLORADO RAILROAD MUSE	GOLDEN	KATIE BEASLEY	REC CENTER	07/21/2023	161.00
COMCAST CABLE COMM	800-COMCAST	ERICA SCHMITT	LIBRARY	08/13/2023	111.95
COMCAST CABLE COMM	800-COMCAST	SANDRA ANDRETICH	OPERATIONS	08/13/2023	32.89
COMCAST CABLE COMM	800-COMCAST	LESLIE RINGER	HUMAN RESOURCES	08/07/2023	436.73
COMCAST CABLE COMM	800-COMCAST	MARLA OLSON	PARKS	07/28/2023	459.07
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS	GOLF COURSE	08/11/2023	111.71
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	08/08/2023	129.89
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	08/09/2023	174.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	08/09/2023	174.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	08/01/2023	174.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	07/31/2023	174.00
COSA* COSA23	DENVER	KAYLA CORCELLI	PARKS	08/17/2023	295.00
COSA* COSA23	DENVER	NICHOLAS POTOPCHUK	PARKS	08/10/2023	295.00
COSA* COSA23	DENVER	NICHOLAS POTOPCHUK	PARKS	08/09/2023	295.00
COSA* COSA23	DENVER	NICHOLAS POTOPCHUK	PARKS	08/02/2023	295.00
COSA* COSA23	DENVER	JACOB MARINKOVICH	PARKS	07/26/2023	295.00
COSA* COSA23	DENVER	BRENDON MEILI	PARKS	07/26/2023	295.00
COSA* COSA23	DENVER	BENJAMIN WHITE-PATARIN	PARKS	07/24/2023	295.00
COSTAR GROUP INC	WASHINGTON	AUSTIN BROWN	CITY MANAGER	08/09/2023	447.93
COUNTRYCATMNECOMMERCE	3203514481	DAVID BARIL	GOLF COURSE	07/24/2023	208.26
COURSEFORCONFLICTRES	888-3388855	JOHN KIPP	WASTEWATER	07/24/2023	25.00
CRAIGSLIST.ORG	415-399-5200	ALINA KIRCHNER	HUMAN RESOURCES	08/10/2023	45.00
CRAIGSLIST.ORG	415-399-5200	ALINA KIRCHNER	HUMAN RESOURCES	08/10/2023	25.00
CRAIGSLIST.ORG	415-399-5200	ALINA KIRCHNER	HUMAN RESOURCES	08/09/2023	45.00
CRAIGSLIST.ORG	415-399-5200	ALINA KIRCHNER	HUMAN RESOURCES	08/09/2023	25.00
CROWN AWARDS INC	HAWTHORNE	ERICA SCHMITT	LIBRARY	08/16/2023	420.99
CU PRESENTS BOX OFFICE	BOULDER	KATIE BEASLEY	REC CENTER	08/17/2023	895.00

CANVA* 03879-57430850	KENT	ERICA SCHMITT	LIBRARY	08/16/2023	12.99
COLORADO INDUSTRIAL PR	3034789110	BELAN CARRILLO	PUBLIC WORKS	08/17/2023	150.00
COLORADO INDUSTRIAL PR	3034789110	BELAN CARRILLO	PUBLIC WORKS	08/17/2023	120.00
DAILY CAMERA	BOULDER	EMILY HOGAN	CITY MANAGER	08/10/2023	14.99
DAILY CAMERA	BOULDER	JILL SIEWERT	LIBRARY	08/08/2023	741.00
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	07/24/2023	118.44
DENVER POST CIRCULATIO	DENVER	EMILY HOGAN	CITY MANAGER	07/26/2023	14.99
DENVER ZOO	720-3371400	KATHY MARTIN	REC CENTER	07/31/2023	828.00
DISCOUNTSCH 8006272829	800-482-5846	KATHY MARTIN	REC CENTER	08/08/2023	1,187.31
DONORBOX DONATION PLAT	ALEXANDRIA	GIGI YANG	LIBRARY	08/02/2023	.59
DROPBOX*1CR11VZML4WX	DROPBOX.COM	GINGER CROSS	GOLF COURSE	08/04/2023	119.88
DROPBOX*JC5ZNN8JBLS1	DROPBOX.COM	EMILY HOGAN	CITY MANAGER	08/18/2023	11.99
E 470 EXPRESS TOLLS	AURORA	TANYA SCOTT	FINANCE	08/08/2023	4.60
E 470 EXPRESS TOLLS	AURORA	SANDRA ANDRETICH	OPERATIONS	08/02/2023	4.60
EB HOLIDAY CHEER	8014137200	KATIE TOFTE	REC CENTER	08/17/2023	83.70
EB HOLIDAY CHEER	8014137200	KATIE TOFTE	REC CENTER	07/24/2023	334.80
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	08/07/2023	60.75
FASTENAL COMPANY 01COB	LAFAYETTE	MASON THOMPSON	OPERATIONS	08/16/2023	308.27
FASTENAL COMPANY 01COB	LAFAYETTE	ANDY ELLIS	PARKS	08/08/2023	9.34
FASTSIGNS 371501	BROOMFIELD	CATHERINE JEPSON	PARKS	08/09/2023	147.61
FASTSIGNS OF BOULDER	BOULDER	TREVOR DEPEW	WATER	07/31/2023	432.00
FEDEX OFFIC74200007427	LOUISVILLE	SANDRA ANDRETICH	OPERATIONS	08/15/2023	46.33
FEDEX772800187174	800-4633339	TANYA SCOTT	FINANCE	07/23/2023	33.75
FIRST CHOICE-BOYER S C	303-9649400	GREG VENETTE	WATER	08/09/2023	159.54
FIRST CHOICE-BOYER S C	303-9649400	LIGEA FERRARO	CITY MANAGER	08/09/2023	86.19
FIRST CHOICE-BOYER S C	303-9649400	DAVID DEAN	GOLF COURSE	08/09/2023	61.99
FLOWCODE PRO	NEW YORK	EMILY HOGAN	CITY MANAGER	08/02/2023	95.00
FODOR BILLIARDS-N DENV	THORNTON	KATHY MARTIN	REC CENTER	08/18/2023	1,400.00
FSP*CACEO	CASTLE ROCK	CHAD ROOT	BUILDING SAFETY	07/24/2023	45.00
FSP*CAL-COASSOCLIBRARI	ARVADA	PEGGY NORRIS	LIBRARY	07/27/2023	258.00
FSP*CGFOA	BOULDER	JULIE GLASER	FINANCE	07/24/2023	65.00
FSP*CGFOA	BOULDER	KIMBERLY BAKER	FINANCE	07/24/2023	65.00
FSP*CGFOA	BOULDER	JULIE GLASER	FINANCE	07/24/2023	40.00
FSP*HOLDMYTICKET	ALBUQUERQUE	KATIE BEASLEY	REC CENTER	08/08/2023	26.47
FSP*HOLDMYTICKET	ALBUQUERQUE	KATIE BEASLEY	REC CENTER	07/27/2023	158.82
FULL SOURCE LLC	8009750986	BENJAMIN FRANCISCO	OPERATIONS	08/14/2023	184.94
G & G EQUIPMENT	FREDERICK	AARON GRANT	PARKS	08/02/2023	69.68
GALLS	LEXINGTON	RAFAEL GUTIERREZ	POLICE	08/07/2023	103.50
GOVERNMENT FINANCE OFF	3129779700	KIMBERLY BAKER	FINANCE	07/28/2023	530.00
GRAINGER	LAKE FOREST	DAVID DEAN	GOLF COURSE	08/18/2023	46.83
GRAINGER	LAKE FOREST	DAVID DEAN	GOLF COURSE	08/09/2023	226.69

GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	07/31/2023	716.78
GRAINGER	LAKE FOREST	KERRY KRAMER	PARKS	07/26/2023	811.81
GREAT AMERICAN ECLIPSE	SANTA FE	KRISTEN BODINE	LIBRARY	08/18/2023	22.20
GREEN CO2 SYSTEMS	970-482-0203	JAMES VAUGHAN	REC CENTER	08/07/2023	524.65
GREEN CO2 SYSTEMS	970-482-0203	JAMES VAUGHAN	REC CENTER	08/03/2023	970.86
GREEN CO2 SYSTEMS	970-482-0203	JAMES VAUGHAN	REC CENTER	08/04/2023	820.09
GREEN CO2 SYSTEMS	970-482-0203	JAMES VAUGHAN	REC CENTER	08/02/2023	193.98
GREEN CO2 SYSTEMS	970-482-0203	JAMES VAUGHAN	REC CENTER	08/02/2023	952.59
GREEN SPOT INC	LONGMONT	DAVID DEAN	GOLF COURSE	07/31/2023	351.70
HACH COMPANY	9706631377	TREVOR DEPEW	WATER	07/25/2023	682.95
HATLAUNCH	6189737289	BENJAMIN FRANCISCO	OPERATIONS	08/11/2023	620.00
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	08/17/2023	66.66
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	08/02/2023	637.37
HOMEDEPOT.COM	800-430-3376	KRISTEN BODINE	LIBRARY	08/17/2023	12.85
HYATT HOTELS	SNOWMASS VILL	NICHOLAS POTOPCHUK	PARKS	08/16/2023	445.20
HYATT HOTELS	SNOWMASS VILL	GINGER CROSS	GOLF COURSE	08/16/2023	143.10
HYATT HOTELS	SNOWMASS VILL	NICHOLAS POTOPCHUK	PARKS	08/16/2023	445.20
IEDC ONLINE	WASHINGTON	APRIL KRONER	PLANNING	08/08/2023	455.00
IN *1ST RESPONDER HEAL	720-8930744	LESLIE RINGER	HUMAN RESOURCES	08/16/2023	623.00
IN *ADVANCED CARE CPR	303-2468672	AMANDA PERERA	REC CENTER	07/24/2023	1,092.00
IN *ELIFEGUARD, INC.	321-4333630	JAMES VAUGHAN	REC CENTER	08/01/2023	40.64
IN *GRAFF'S TURF FARMS	970-8678873	ERIK SWIATEK	PARKS	07/25/2023	455.00
IN *LANGUAGEUSA, INC.	800-262-3246	DEREK COSSON	CITY MANAGER	07/27/2023	584.93
IN *LANGUAGEUSA, INC.	800-262-3246	DEREK COSSON	CITY MANAGER	07/27/2023	290.61
IN *QDC RANCH SERVICES	719-3329540	ABBY MCNEAL	PARKS	08/02/2023	500.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	KEVIN FREY	FACILITIES	08/15/2023	294.61
INSTANT IMPRINTS LOUIS	LOUISVILLE	DAVID DEAN	GOLF COURSE	08/08/2023	78.44
INSTANT IMPRINTS LOUIS	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	07/26/2023	94.40
INSTANT IMPRINTS LOUIS	LOUISVILLE	AUSTIN BROWN	CITY MANAGER	07/21/2023	261.20
INTERNATIONAL FACILITY	HOUSTON	KEVIN FREY	FACILITIES	08/10/2023	686.00
INTERSTBATTERYROCKIES-	FORT COLLINS	KEVIN FREY	FACILITIES	08/09/2023	1,299.80
INTERSTBATTERYROCKIES-	FORT COLLINS	KEVIN FREY	FACILITIES	08/09/2023	1,299.80
INDEED JOBS	AUSTIN	PENNY FORD	HUMAN RESOURCES	08/01/2023	14.42
J P COOKE CO	402-3427175	GENEVIEVE KLINE	CITY CLERK	08/02/2023	146.57
JAX - 06	LAFAYETTE	JACOB MARINKOVICH	PARKS	08/17/2023	28.99
JAX - 06	LAFAYETTE	JACOB MARINKOVICH	PARKS	08/08/2023	32.54
JAX - 06	LAFAYETTE	BENJAMIN FRANCISCO	OPERATIONS	07/27/2023	140.35
JIMMY JOHNS - 2668	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	08/11/2023	37.00
KING SOOPERS #0013	LOUISVILLE	ABBY MCNEAL	PARKS	08/14/2023	64.78
KING SOOPERS #0013	LOUISVILLE	MEAGAN BROWN	HUMAN RESOURCES	08/09/2023	96.75
KING SOOPERS #0013	LOUISVILLE	JILL SIEWERT	LIBRARY	08/09/2023	24.55

KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	08/07/2023	37.74
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	08/03/2023	73.70
KING SOOPERS #0013	LOUISVILLE	NICHOLAS POTOPOCHUK	PARKS	08/01/2023	10.00
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/31/2023	118.63
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	07/25/2023	85.12
KING SOOPERS #0013	LOUISVILLE	KAYLA CORCELLI	PARKS	07/21/2023	50.00
KING SOOPERS #0101	THORNTON	SANDRA ANDRETICH	OPERATIONS	08/13/2023	130.27
LANGUAGE LINE	MONTEREY	MEREDYTH MUTH	CITY MANAGER	08/07/2023	27.67
LENOVO UNITED STATES	RALEIGH	TANYA SCOTT	FINANCE	07/25/2023	1,917.59
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY	REC CENTER	08/09/2023	389.00
LITTLE VALLEY WHOLESAL	BRIGHTON	BOB BERNHARDT	PARKS	08/01/2023	594.75
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	08/11/2023	80.48
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	08/11/2023	50.00
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	08/11/2023	1,766.00
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	08/11/2023	148.00
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	07/31/2023	103.48
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	07/31/2023	137.11
LOCK PAPER SCISSORS ES	LOS ANGELES	DAVID DEAN	GOLF COURSE	08/09/2023	39.00
LOWES #01874*	LONGMONT	NICK PAPPAS	REC CENTER	08/15/2023	56.80
LS *BEYOND THE BLACKB	ARVADA	LANA FAUVER	REC CENTER	08/03/2023	14.95
LS LOUISVILLE CYCLERY	LOUISVILLE	BENJAMIN WHITE-PATARIN	PARKS	07/24/2023	68.24
LAMARS DONUTS #45	LOUISVILLE	MARLA OLSON	PARKS	07/21/2023	179.90
MAC EQUIPMENT INC (LON	LONGMONT	AARON GRANT	PARKS	08/02/2023	774.34
MAILCHIMP *MISC	MAILCHIMP.COM	EMILY HOGAN	CITY MANAGER	08/18/2023	459.00
MARRIOTT	VAIL	DAWN BURGESS	CITY MANAGER	08/09/2023	243.76
MARRIOTT	VAIL	DAWN BURGESS	CITY MANAGER	07/25/2023	243.76
MICHAELS STORES 2059	SUPERIOR	SANDRA ANDRETICH	OPERATIONS	08/15/2023	80.71
MICHAELS STORES 2059	SUPERIOR	KRISTEN PORTER	REC CENTER	08/14/2023	51.49
MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	08/16/2023	1,125.00
MORRELL PRINTING SOLUT	LAFAYETTE	GIGI YANG	LIBRARY	08/08/2023	434.62
MORRELL PRINTING SOLUT	LAFAYETTE	GIGI YANG	LIBRARY	07/24/2023	976.06
MOUNTAIN STATE EMPLOYE	3038395177	ROBIN BROOKHART	HUMAN RESOURCES	08/02/2023	79.00
MSFT * E05000Q16Q	MSFT AZURE	REMY RODRIGUES	IT	08/20/2023	115.51
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	08/03/2023	956.42
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	08/02/2023	266.99
NAPA AUTO PARTS 138	LOUISVILLE	AARON GRANT	PARKS	08/15/2023	71.99
NATIONAL ACADEMY OF SP	8004606276	LINDSEY WITTY	REC CENTER	08/03/2023	299.40
NATIONAL ASSOC FOR INT	FORT COLLINS	KAYLA CORCELLI	PARKS	08/10/2023	30.00
NU CPS REGISTRATION	EVANSTON	SANDRA ANDRETICH	OPERATIONS	08/07/2023	1,100.00
O MEARA FORD	NORTHGLENN	CORY FREI	OPERATIONS	08/01/2023	10.30
OFFICE DEPOT #567	WESTMINSTER	DAVID BARIL	GOLF COURSE	08/18/2023	39.99

PARKER STORE LOUISVILL	LOUISVILLE	JACK MANIAN	OPERATIONS	08/04/2023	4.64
PARKER STORE LOUISVILL	LOUISVILLE	JACK MANIAN	OPERATIONS	08/04/2023	139.47
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	08/02/2023	59.95
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	08/02/2023	19.95
PAYPAL *NOEYOBERG	4029357733	MEAGAN BROWN	HUMAN RESOURCES	07/25/2023	600.00
PFMC BOULDER	BOULDER	LESLIE RINGER	HUMAN RESOURCES	08/07/2023	175.00
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	08/14/2023	24.00
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	08/08/2023	1,124.20
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	07/25/2023	617.32
PRODRINKINGFOUNTAINS	7344669767	KEVIN FREY	FACILITIES	07/25/2023	605.36
PSI SERVICES INC	18188476180	JOHN KIPP	WASTEWATER	08/14/2023	100.00
PSI SERVICES INC	18188476180	TREVOR DEPEW	WATER	08/14/2023	100.00
PSI SERVICES, INC USD	8188476180	GREG VENETTE	WATER	08/08/2023	100.00
PSI SERVICES, INC USD	8188476180	JOHN KIPP	WASTEWATER	08/08/2023	100.00
PSI SERVICES, INC USD	8188476180	GREG VENETTE	WATER	07/28/2023	100.00
PET SCOOP	DENVER	ABBY MCNEAL	PARKS	08/01/2023	522.00
PET SCOOP	DENVER	KAYLA CORCELLI	PARKS	07/31/2023	150.00
R&R PRODUCTS	5208893593	LANCE PFEIFER	GOLF COURSE	07/26/2023	224.50
ROCKY MOUNTAIN SECTION	720-4040818	GREG VENETTE	WATER	08/18/2023	240.00
ROSATI S CHICAGO PIZZA	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	08/04/2023	120.00
ROSATI S CHICAGO PIZZA	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	08/05/2023	120.00
SAFEWAY #2812	LOUISVILLE	DAVID DEAN	GOLF COURSE	08/16/2023	121.73
SAFEWAY #2812	LOUISVILLE	SANDRA ANDRETICH	OPERATIONS	08/15/2023	93.33
SAFEWAY #2812	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	08/11/2023	23.95
SAFEWAY #2812	LOUISVILLE	GIGI YANG	LIBRARY	08/09/2023	31.04
SAFEWAY #2812	LOUISVILLE	GIGI YANG	LIBRARY	08/04/2023	28.95
SAFEWAY #2812	LOUISVILLE	NICK PAPPAS	REC CENTER	07/27/2023	44.19
SAFEWAY #2812	LOUISVILLE	NICK PAPPAS	REC CENTER	07/27/2023	17.98
SAFEWAY #2812	LOUISVILLE	NICK PAPPAS	REC CENTER	07/27/2023	17.98
SAFEWAY #2812	LOUISVILLE	NICK PAPPAS	REC CENTER	07/27/2023	17.98
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MINDY OLKJER	PUBLIC WORKS	08/16/2023	173.53
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MINDY OLKJER	PUBLIC WORKS	08/16/2023	7.97
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	KAYLA CORCELLI	PARKS	08/15/2023	41.69
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	JILL SIEWERT	LIBRARY	08/11/2023	122.36
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	JILL SIEWERT	LIBRARY	08/02/2023	12.32
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MINDY OLKJER	PUBLIC WORKS	08/01/2023	43.76
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	LIGEA FERRARO	CITY MANAGER	07/26/2023	15.00
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MINDY OLKJER	PUBLIC WORKS	07/25/2023	83.22
SCHOOL SPECIALTY LLC	888-388-3224	KATHY MARTIN	REC CENTER	07/21/2023	1,812.07
SHADFX CANOPIES INC.	MISSISSAUGA	KEVIN FREY	FACILITIES	08/03/2023	1,747.28
SIP.US	ALPHARETTA	JOHN KIPP	WASTEWATER	08/09/2023	30.09

SITEONE LANDSCAPE SUPP	BROOMFIELD	KERRY KRAMER	PARKS	08/16/2023	428.70
SITEONE LANDSCAPE SUPP	BROOMFIELD	BRYCE LINN	PARKS	08/02/2023	48.89
SITEONE LANDSCAPE SUPP	BROOMFIELD	BOB BERNHARDT	PARKS	07/21/2023	494.67
SMARTFORCE	GREENWOOD VIL	SANDRA ANDRETICH	OPERATIONS	08/10/2023	1,549.69
SNAPOLOGY OF G-L	DENVER	ANIKA VAN WOUDEBERG	REC CENTER	07/26/2023	312.50
SP GOLF CARS OF HOUSTO	HOUSTON	DAVID DEAN	GOLF COURSE	07/20/2023	141.28
SP PLANETIZEN STORE	LOS ANGELES	ROBERT ZUCCARO	PLANNING	07/26/2023	299.00
SPI*CENTURYLINK/LUMEN	MONROE	TANYA SCOTT	FINANCE	07/29/2023	2,629.86
SQ *AYA YAY TACOS LLC	LAFAYETTE	JOHN KIPP	WASTEWATER	08/04/2023	138.00
SQ *B.O.B.S. DINER	LOUISVILLE	BRANDON COX	OPERATIONS	07/24/2023	97.56
SQ *FOOD LAB	BOULDER	ALINA KIRCHNER	HUMAN RESOURCES	07/31/2023	84.00
SQ *FOOD LAB	GOSQ.COM	ALINA KIRCHNER	HUMAN RESOURCES	07/26/2023	804.00
SQ *HAWKQUEST 1	PARKER	ANIKA VAN WOUDEBERG	REC CENTER	08/08/2023	494.00
SQ *HISTORIC DENVER IN	GOSQ.COM	PEGGY NORRIS	LIBRARY	08/03/2023	100.00
SQ *NATIONAL TACTICAL	GOSQ.COM	RYAN MORRIS	POLICE	08/06/2023	489.00
SQ *ORGANIC SANDWICH C	GOSQ.COM	LIGEA FERRARO	CITY MANAGER	07/20/2023	145.60
SQ *PUNCH BUGGY SHAVE	GOSQ.COM	MARLA OLSON	PARKS	08/14/2023	420.00
SQ *PUNCH BUGGY SHAVE	GOSQ.COM	MARLA OLSON	PARKS	07/25/2023	100.00
SQ *SWEET SISTERS BAKE	BOULDER	JEN KENNEY	POLICE	08/16/2023	137.25
STAPLES DIRECT	800-3333330	SANDRA ANDRETICH	OPERATIONS	07/26/2023	137.11
STAPLES INC 00209908	FRAMINGHAM	KELLY THARP	OPERATIONS	08/02/2023	4.59
STAPLS7613178082000001	877-8267755	TANYA SCOTT	FINANCE	08/12/2023	889.80
STAPLS7903119276000001	877-8267755	JILL SIEWERT	LIBRARY	08/19/2023	44.78
STERICYCLE INC/SHRED-I	BANNOCKBURN	MEREDYTH MUTH	CITY MANAGER	08/07/2023	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	MARLA OLSON	PARKS	07/30/2023	171.53
STICKER MULE	AMSTERDAM	GINGER CROSS	GOLF COURSE	07/20/2023	144.50
STOP STICK LTD	513-2025500	RICKY BLACKNEY	POLICE	07/20/2023	388.00
STORAGE KING USA -	720-452-9085	JULIAN CLARK	POLICE	08/18/2023	50.97
STORQUEST-LOUISVILL	800-784-9176	GIGI YANG	LIBRARY	07/30/2023	391.00
STREET CRIMES	CHICAGO	BEN HIBL	POLICE	08/09/2023	450.00
STREET CRIMES	CHICAGO	BEN HIBL	POLICE	08/06/2023	450.00
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	08/18/2023	62.32
TARGET 00017699	SUPERIOR	SANDRA ANDRETICH	OPERATIONS	08/16/2023	54.98
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	08/16/2023	18.98
THE BUSINESS JOURNALS	CHARLOTTE	AUSTIN BROWN	CITY MANAGER	07/26/2023	180.00
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	08/10/2023	349.74
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	07/29/2023	102.32
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	08/17/2023	17.46
THE HOME DEPOT #1506	LOUISVILLE	PAUL BORTH	REC CENTER	08/17/2023	107.06
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	08/17/2023	33.18
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	08/17/2023	116.57



THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	08/17/2023	24.46
THE HOME DEPOT #1506	LOUISVILLE	PAUL BORTH	REC CENTER	08/16/2023	5.52
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	08/16/2023	24.67
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	08/16/2023	18.48
THE HOME DEPOT #1506	LOUISVILLE	KRISTEN BODINE	LIBRARY	08/16/2023	14.26
THE HOME DEPOT #1506	LOUISVILLE	DARRICK LAYTON	PARKS	08/15/2023	4.97
THE HOME DEPOT #1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	08/15/2023	28.89
THE HOME DEPOT #1506	LOUISVILLE	MASON THOMPSON	OPERATIONS	08/15/2023	179.00
THE HOME DEPOT #1506	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	08/14/2023	26.87
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	08/14/2023	261.92
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	08/14/2023	62.34
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	08/14/2023	56.88
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	08/10/2023	34.78
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	08/10/2023	142.73
THE HOME DEPOT #1506	LOUISVILLE	LINDSEY WITTY	REC CENTER	08/12/2023	110.10
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	08/10/2023	31.92
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	08/11/2023	10.97
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	08/09/2023	23.44
THE HOME DEPOT #1506	LOUISVILLE	LINDSEY WITTY	REC CENTER	08/08/2023	265.43
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	08/08/2023	19.36
THE HOME DEPOT #1506	LOUISVILLE	DARRICK LAYTON	PARKS	08/07/2023	9.93
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	08/07/2023	1.45
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	08/07/2023	15.96
THE HOME DEPOT #1506	LOUISVILLE	CHAD ROOT	BUILDING SAFETY	08/07/2023	63.24
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	08/04/2023	140.84
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	08/03/2023	70.48
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	08/05/2023	5.32
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	08/04/2023	66.79
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	08/04/2023	6.71
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	08/02/2023	49.88
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	08/02/2023	23.98
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	08/02/2023	28.22
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	08/01/2023	9.98
THE HOME DEPOT #1506	LOUISVILLE	BOB BERNHARDT	PARKS	08/01/2023	111.92
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/31/2023	3.28
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/31/2023	26.97
THE HOME DEPOT #1506	LOUISVILLE	JONATHAN KINGSLEY	PARKS	07/31/2023	35.97
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY	FACILITIES	07/27/2023	146.44
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY	FACILITIES	07/28/2023	29.93
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	07/28/2023	39.92
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	07/27/2023	12.97

THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	07/27/2023	299.21
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	07/27/2023	139.00
THE HOME DEPOT #1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	07/26/2023	7.98
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	07/26/2023	9.22
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	07/26/2023	4.90
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/26/2023	4.48
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/25/2023	73.69
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/25/2023	11.46
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	07/24/2023	73.68
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	07/24/2023	137.10
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	07/24/2023	27.60
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	07/21/2023	16.98
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	07/21/2023	34.85
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/21/2023	10.49
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/20/2023	11.61
THE HOME DEPOT #1506	LOUISVILLE	KELLY THARP	OPERATIONS	07/20/2023	13.41
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO	GOLF COURSE	07/21/2023	27.35
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	07/21/2023	45.60
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	07/20/2023	248.59
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	07/20/2023	6.38
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY	FACILITIES	07/21/2023	149.94
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	07/19/2023	29.88
THE HOME DEPOT #1521	LONGMONT	JEFF ROBISON	FACILITIES	08/14/2023	124.68
THE LIFEGUARD STORE, I	309-4515858	JAMES VAUGHAN	REC CENTER	07/31/2023	408.09
THE UPS STORE 5183	SUPERIOR	JOSH GILBERTSON	IT	08/15/2023	69.45
TOWN OF SUPERIOR	SUPERIOR	ERIK SWIATEK	PARKS	08/05/2023	13.37
TST* BITTERSWEET - CAF	LOUISVILLE	APRIL KRONER	PLANNING	08/05/2023	7.56
TST* MURPHYS TAP HOUSE	LOUISVILLE	RONDA HENGER	HUMAN RESOURCES	08/17/2023	114.21
TST* MURPHYS TAP HOUSE	LOUISVILLE	AMANDA PERERA	REC CENTER	07/31/2023	281.82
TST* TEOCALLI	LAFAYETTE	RONDA HENGER	HUMAN RESOURCES	08/15/2023	61.93
TST* THE HUCKLEBERRY	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	08/02/2023	98.75
TST* THE HUCKLEBERRY	LOUISVILLE	CAMERON FOWLKES	PUBLIC WORKS	07/25/2023	59.52
TST* THE HUCKLEBERRY	LOUISVILLE	PEGGY NORRIS	LIBRARY	07/24/2023	37.45
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	08/14/2023	40.80
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	08/08/2023	30.50
TST* VERDE - LOUISVILL	LOUISVILLE	ROBERT ZUCCARO	PLANNING	08/07/2023	91.80
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	07/26/2023	50.50
TST* WATERLOO	LOUISVILLE	JEFF DURBIN	CITY MANAGER	08/10/2023	34.00
TST* WATERLOO	LOUISVILLE	APRIL KRONER	PLANNING	08/08/2023	65.40
TVY*SILVERSNEAKERS	480-444-5154	LINDSEY WITTY	REC CENTER	08/02/2023	229.75
TOWN OF VAIL-PARKING	VAIL	DAWN BURGESS	CITY MANAGER	08/08/2023	70.00

TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	08/07/2023	76.25
TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	08/07/2023	341.15
ULINE *SHIP SUPPLIES	800-295-5510	SANDRA ANDRETICH	OPERATIONS	08/16/2023	163.26
ULINE *SHIP SUPPLIES	800-295-5510	SANDRA ANDRETICH	OPERATIONS	08/16/2023	150.91
ULINE *SHIP SUPPLIES	800-295-5510	SANDRA ANDRETICH	OPERATIONS	08/15/2023	163.26
UNITED AIRLINES	800-932-2732	GIGI YANG	LIBRARY	08/09/2023	161.90
UNITED RENTALS #10861	TEMPLE TERRAC	BENJAMIN FRANCISCO	OPERATIONS	07/27/2023	540.00
USABLUEBOOK	ATLANTA	JOHN KIPP	WASTEWATER	08/04/2023	312.56
USABLUEBOOK	ATLANTA	BENJAMIN FRANCISCO	OPERATIONS	08/04/2023	675.11
USABLUEBOOK	ATLANTA	DEVIN MADIGAN	WASTEWATER	08/02/2023	394.04
USPS PO 0756700237	SUPERIOR	BRENDON MEILI	PARKS	08/16/2023	18.21
USPS PO 0756700237	SUPERIOR	LESLIE RINGER	HUMAN RESOURCES	07/21/2023	8.56
VENNGAGE.COM	TORONTO	EMILY HOGAN	CITY MANAGER	08/15/2023	19.00
VZWLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	08/05/2023	2,746.13
VZWLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	07/25/2023	3,027.20
VZWLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	07/25/2023	880.44
VZWLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	08/08/2023	20.00
WALGREENS #7006	SUPERIOR	SANDRA ANDRETICH	OPERATIONS	08/11/2023	20.12
WALGREENS #7006	SUPERIOR	AMANDA PERERA	REC CENTER	07/24/2023	23.98
WALL'S ENTERPRISES #00	NEW WHITELAND	KERRY KRAMER	PARKS	08/02/2023	590.75
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	137.94
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	192.39
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	136.13
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	147.92
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	175.15
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	234.14
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/15/2023	140.66
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/14/2023	227.78
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/14/2023	182.41
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/14/2023	141.57
WESTERN DISPOSAL SERVI	BOULDER	JOSEPH CAMPANA	OPERATIONS	08/14/2023	343.94
WESTERN DISPOSAL SERVI	BOULDER	BRANDON COX	OPERATIONS	08/11/2023	149.74
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/08/2023	57.17
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/08/2023	125.24
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/08/2023	225.97
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/08/2023	150.65
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/08/2023	235.95
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/07/2023	171.52
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/07/2023	181.50
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/07/2023	133.40
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/07/2023	124.33

WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/07/2023	112.53
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/07/2023	155.18
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/03/2023	222.34
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/03/2023	174.24
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/03/2023	167.89
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	08/03/2023	147.02
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	07/31/2023	121.61
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	07/31/2023	178.78
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	07/31/2023	137.94
WM SUPERCENTER #1045	LAFAYETTE	LANA FAUVER	REC CENTER	07/28/2023	282.43
WPY*COVERT MEDIA CONSU	855-999-3729	BENJAMIN KURTZ	POLICE	08/08/2023	325.00
WWW.MPLC.ORG	LOS ANGELES	KATIE BEASLEY	REC CENTER	07/26/2023	270.00
WILSON SPORTING GOODS	8013347590	JESSE DEGRAW	REC CENTER	08/13/2023	104.93
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	08/16/2023	1,464.04
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	08/16/2023	1,046.81
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	08/16/2023	1,150.33
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	08/16/2023	1,259.81
ZOOM.US 888-799-9666	SAN JOSE	ROBERT ZUCCARO	PLANNING	08/16/2023	55.99
ZOOM.US 888-799-9666	SAN JOSE	ANDY SQUIRES	IT	08/14/2023	617.87
ZOOM.US 888-799-9666	SAN JOSE	LINDSEY WITTY	REC CENTER	08/02/2023	15.99
ZOOM.US 888-799-9666	SAN JOSE	ALINA KIRCHNER	HUMAN RESOURCES	07/28/2023	15.99
					\$124,273.60
				C. Lichty	-\$64.96
				G. Cross	-\$4.02
				R. Blackney	-\$180.00
					-\$124,024.62

**CITY OF LOUISVILLE**  
**EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99**  
**August 2023**

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
8/7/2023	2023346	LAWS	<b>Equipment &amp; installation of Emergency Vehicle Components for 2023 Mach-E</b> Equipment and installation of emergency vehicle components in four marked patrol vehicles.	\$29,916.24
8/7/2023	2023349	Lumin8 Transportation	<b>Replace damaged signal cabinet at SBR &amp; Ridgeview Drive</b> There was a hit and run accident that created significant and non-repairable damage to the traffic control box at the new HAWK signal located at South Boulder Rd & Ridgeview Drive. This is in need of replacement. We are sending this to our insurance company in the meantime for possible reimbursement.	\$47,753.00
8/9/2023	2023352	Altitude Athletic Surfaces	<b>Tennis Court resurfacing at the Recreation Center &amp; Centennial Park</b>	\$86,800.00
8/18/2023	2023358	Animal & Pest Control Specialist	<b>Prairie dog flushing and relocation to Pueblo</b> Contractor will fumigate burrows within the relocation area on Davidson Mesa following all live-trapping work, to ensure full control in the area. Capture and relocation of prairie dogs on Hecla Lake trail corridor. This treatment is contingent on the commitment of both the adjacent HOA and Business Association' for treatment on those lands.	\$47,113.00
8/22/2023	2023360	Envirotech Services Inc.	<b>Ice Slicer</b> Purchase of Ice Slicer for the remainder of the snow removal program. In the past, the Operations Division has used Qwiksalt, this product stopped working at a higher temperature and the biggest issue that the Operations Division faced with this product was a long lead-time to obtain the product. Ice melting product is a key component of snow removal operations on major roads, arterial roads, collector roads & problem spots.	\$47,345.53
8/22/2023	2023363	Applied Concepts Inc.	<b>2023 Message board trailers</b> The Operations Division commonly has events and or emergency road closures that would greatly benefit from having the ability to communicate information to the public with	\$37,280.00

portable sign trailer message boards. This unit has additional features such as the included speed radar and traffic counter as well as the ability to adjust the size of text and fit more information than the standard eight characters per line on the message board. Having a message board also allows communication with the public at events such as the leaf drop off event and other large events without having to borrow the existing sign board from the Police Department and limiting their use of their unit.

<b>8/24/2023</b>	<b>2023364</b>	<b>B&amp;H Photo &amp; Video</b>	<p style="text-align: center;"><b>Rec Center Cameras</b></p> <p style="text-align: center;">13 Network Panoramic Camera  3 Mini Dome Network Camera  1 Outdoor Multi-Sensor V R Network Camera  1 12MP Snsr Outdoor Camera</p>	<b>\$30,204.00</b>
<b>8/28/2023</b>	<b>2023366</b>	<b>Optiv Security Inc.</b>	<p style="text-align: center;"><b>Cyber Security</b></p> <p style="text-align: center;">Varonis Systems: DatAdvantage for Directory Services On-Prem  Subscription for 320 Users 8/6/22 - 8/5/23</p> <p style="text-align: center;">Varonis Systems: DatAdvantage for Windows On-prem  Subscription for 320 Users 8/6/22 - 8/5/23</p> <p style="text-align: center;">Varonis Systems: DatAlert Suite On-prem  Subscription for 320 Users 8/6/22 - 8/5/23</p> <p style="text-align: center;">Varonis Systems: Data Classification Framework for Windows  Subscription for 320 Users 8/6/22 - 8/5/23</p> <p style="text-align: center;">Varonis Systems: 1 Collector On-prem  Subscription for 320 Users 8/6/22 - 8/5/23</p>	<b>\$44,015.97</b>

# ***City Council Meeting Minutes***

**September 13, 2023  
Electronic Meeting**

**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 Caleb Dickinson (arrived 6:15 pm)  
Councilmember Barbara Hamlington  
Councilmember Dietrich Hoefner  
Councilmember Chris Leh  
Councilmember Maxine Most*

**Staff Present:** *Jeff Durbin, City Manager  
Samma Fox, Deputy City Manager  
Rob Zuccaro, Community Development Director  
Jeff Hirt, Planning Manager  
Adam Blackmore, Parks, Recreation, & Open Space Director  
Meredyth Muth, City Clerk*

**Others Present:** *Kathleen Kelly, City Attorney*

## **EXECUTIVE SESSION**

### **REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (Home Rule Charter Section 5-2(c) and C.R.S. 24-6-402(4)(a))**

City Attorney Kelly introduced the executive session. She stated the items to be discussed and the authority under which the Council can go into executive session. She stated the City Manager is requesting the executive session for the purpose of discussing real property acquisitions and dispositions concerning properties in Louisville only as to appraisals and other value estimates and strategies.

City Clerk Muth read Section 2.90.050 of the Louisville Municipal Code, which outlines the topics permitted for discussion in an executive session.

City Attorney Kelly stated the authority to conduct this executive session is in the Louisville Home Rule Charter Section 5-2(c) which authorizes an executive session for the purpose of discussing real property acquisitions and dispositions concerning

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### ***City of Louisville***

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

properties in Louisville at but only as to appraisals and other value estimates and strategy. Authorization is also allowed by the Colorado Open meetings law in C.R.S. 24-6-402(4)(a).

**MOTION:** Mayor Maloney moved to go into executive session for the purpose of discussing real property acquisitions and dispositions concerning properties in Louisville but only as to appraisals and other value estimates and strategy and that the executive session include City Manager Jeff Durbin; Deputy City Manager Samma Fox; Community Development Director Rob Zuccaro; Planning Manager Jeff Hirt; Parks, Recreation, and Open Space Director Adam Blackmore; and City Attorney Kathleen Kelly.

Councilmember Hoefner seconded the motion.

**VOTE:** Motion passed by unanimous roll call vote.

Council adjourned to executive session at 6:08 pm. The Council meeting reconvened at 7:13 pm.

**REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY  
ACQUISITIONS/DISPOSITIONS**

City Attorney Kelly reported that while in executive session the Council had discussions related real property acquisitions and dispositions and no further action is needed this evening.

**ADJOURN**

Members adjourned at 7:15 pm.

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Dennis Maloney, Mayor

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Meredyth Muth, City Clerk



**SUBJECT: APPROVAL OF CONTRACT BETWEEN THE CITY OF LOUISVILLE AND JVA INC FOR THE WASTEWATER TREATMENT PLANT SOLIDS HANDLING UPGRADE FINAL DESIGN**

**DATE: SEPTEMBER 19, 2023**

**PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

**SUMMARY:**

Staff recommends the approval of the design contract with JVA Inc. in the amount of \$220,000 along with a 10% contingency of \$20,000 for the WWTP Solids Handling Upgrade final engineering design for recommended plant improvements, permitting, and Construction Manager at Risk (CMAR) coordination.

The solids handling facilities at the Wastewater Plant (WWTP) were constructed in 1986 and 1998 and the associated equipment is reaching the end of useful life. In addition to the replacement of equipment, this project is looking to enhance operations. Major project elements include: the rotary drum thickener, centrifuge, WAS storage, building improvements, electrical equipment, polymer systems and SCADA control upgrades.

JVA recently completed the 30% design documents that were used to issue an RFP for CMAR pre-construction services with potential contractors. With the contractor selected as Aslan Construction, JVA provided a detailed proposal for final design services.

With approval, JVA, Aslan Construction, and the City will continue the CMAR process with future Council actions of pre-purchasing large equipment items as needed and the execution of a guaranteed maximum price (GMP) for construction. The table below provides a summary of the estimated project schedule:

Project Phase	Estimated Completion
30% Design and RFP Development	Complete
Contractor RFP Solicitation and Selection	Complete
<b>30-100% Final Design and Equipment Selection (this communication)</b>	<b>Q1 2024</b>
<i>Pre-purchasing Equipment</i>	<i>Q4 2023</i>
<i>Award Construction and CM Services</i>	<i>Q1 2024</i>
<i>Complete Construction</i>	<i>Q2 2025</i>

The project is maintaining the flexibility to integrate any expansion improvements resulting from the Redtail Ridge development impacts with the requirement that any development covers their own cost impacts.

**FISCAL IMPACT:**

The Project Team has worked over the past few months on refining the 30% design concepts and developing a preliminary cost estimate of \$4.4 million while meeting project goals. As the Project Team continues towards final design phase it is anticipated that additional savings can be found through refinements for electrical and controls as well as competitive bidding on large equipment purchases. The Project Team is confident that this process will result in a GMP that aligns with the budget. Current costs are outlined as follows:

Total Budget (502499-660285) FY2023:	\$4,600,000
Current 30% Design Contract	\$66,600
CMAR Contractor Pre-Construction Services	\$0
<b>Proposed Final Design Contract (Approval Today)</b>	<b>\$(220,000)</b>
<b>Proposed 10% Final Design Contingency (Approval Today)</b>	<b>\$(20,000)</b>
<i>Construction Management Services Estimate</i>	<i>\$180,000</i>
<i>Equipment Pre-Purchase/Construction Estimate</i>	<i>\$4,400,000</i>
<b>Current Cost Estimate</b>	<b>\$4,886,600</b>
<b>Shortfall (6%)</b>	<b>\$286,600</b>

**PROGRAM/SUB-PROGRAM IMPACT:**

Consistently provide safe and effectively treated water and wastewater, routinely testing quality for compliance with State and Federal Standards. Operate and maintain facilities efficiently, allowing reasonable and equitable rates while maintaining optimal quality. Produce high quality water services for City residents including consistent wastewater treatment. This project will ensure continued reliable wastewater treatment along with production and hauling of biosolids.









**RECOMMENDATION:**

Staff recommends the approval of the final design contract with JVA Inc. for a total of \$220,000, authorize staff to execute change orders up to \$20,000 for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

**ATTACHMENTS:**

1. JVA Final Design Contract Agreement

**STRATEGIC PLAN IMPACT:**

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

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND JVA INC  
FOR CONSULTING SERVICES**

**1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 8<sup>th</sup> day of **September, 2023** (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **JVA Inc**, a **Colorado Corporation** 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 engineering 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. [Further revise as needed to reflect whether contract is hourly of flat amount]. 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 **Justin Ferron** 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 **Justin Ferron** and such person's designees.
- 5.2 The Consultant designates **Robert Anderson** as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly **Robert Anderson**, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to **February 29<sup>th</sup>, 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: Justin Ferron  
749 Main Street  
Louisville, Colorado 80027  
Telephone: (303) 335-4607  
Email: jferron@louisvilleco.gov

If to the Consultant:

JVA Inc.  
Attn: Robert Anderson  
1319 Spruce St.  
Boulder, Colorado 80302  
Telephone: 303-444-1951  
Email: randerson@jvajva.com

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 scope of work includes engineering services to complete final design and preconstruction services for the Wastewater Treatment Plant Solids Handling Upgrades Project. JVA will work closely with the selected Construction Manager at Risk (CMAR) to develop a guaranteed maximum price (GMP). The scope of work consists of the following:

### **60% Design:**

1. JVA will respond to requests for information from CDPHE regarding the review of the Site Application Amendment and Process Design Report. Since the project schedule requires a streamlined permitting response from CDPHE, JVA plans to pursue self-certification of the design after approval of the Process Design Report.
2. JVA will prepare 60 percent design plans and specifications. The project manual will include technical specifications (CSI Divisions 1 through 16). JVA will review the specifications with the City.
3. JVA will work with Moen Engineering Consultants (MEC) to develop 60 percent mechanical sheets. The mechanical sheets will cover heating, ventilation, and plumbing.
4. JVA will continue to work with Brown's Hill Electrical and Controls on the electrical power and controls design.
5. JVA will work with Short and Brennan (S&B) Architects to develop 60 percent architectural drawings and renderings for the WAS Storage Building.
6. JVA will work with Martinez Associates in completing two borings at the WAS storage tank proposed location and coordinate preparation of geotechnical report.
7. JVA will coordinate with the CMAR contractor concerning the early procurement of equipment and devices.
8. Dewberry has coordinated a site survey and JVA assumes we can use this data for development of topographic base mapping.
9. We will maintain a project schedule and provide monthly project updates for City staff. JVA will also attend bi-weekly project meetings with the City and CMAR Contractor.
10. JVA will schedule and chair a virtual design review meeting with staff and the selected CMAR Contractor for the 60 percent design package that includes drawings and specifications. The deliverable will be sent to the City and CMAR one week prior to the review meeting.

### **Final Design and Preconstruction Services:**

1. Incorporating comments and value engineering ideas from the 60 percent phase, JVA will prepare the final construction documents that will form the basis of the CMAR's GMP. The construction documents will be developed to a 90 percent level for review by the City and selected CMAR. JVA will continue to sub-consult

with Browns Hill for electrical and controls, MEC for HVAC and mechanical, and S&B for architectural. JVA and the design team will prepare 90 percent level plans and specifications. The plans will include general sheets, P&ID, process flow diagrams, hydraulic profiles with design criteria, site civil, process, architectural, structural, mechanical and electrical drawings. The Project Manual will include “front end” and technical specifications (Divisions 0 through 16).

2. JVA will coordinate and attend up to four (4) value engineering and constructability work sessions (between 60 & 90 percent milestones) with the CMAR Contractor and City with the goal of developing a GMP within the City’s budget.
3. We will maintain a project schedule and provide monthly project updates to the City Board. JVA will also conduct bi-weekly project meetings with the City and CMAR Contractor.
4. JVA will review 90 percent plans and specifications with the City and selected CMAR prior to finalizing the construction documents.
5. Once the GMP is reviewed and approved, JVA will deliver construction documents and assist with the Notice to Proceed (NTP) and execution of the contract documents between the City and CMAR.

## EXHIBIT B

**Not to Exceed \$220,000**

The proposed fee for final design is \$220,000 and includes reimbursables and subconsultants. The basis of payment for the final design will be monthly billings based on the work completed to date. A detailed work breakdown structure with tasks, staff assignments and rates are shown below:

**City of Louisville WWTP Solids Handling Final Design - CMAR**



Sept 6, 2023 (Rev 2)

Staff Classification	PRINCIPAL - QA/QC Josh McGibbon		SR PROJECT MGR Rob Anderson		SR PROJECT ENGR Janet Hausmann		PROJECT ENGR Michael LaDue		DESIGN ENGR Gary Fischer		STRUCTURAL LEAD Adam Teunissen		DRAFTING Jon Driggers		SUBTOTAL LABOR COSTS		EXPENSES				TOTAL COSTS (Rounded to Nearest 100)		
	\$220/hour		\$200/hour		\$156/hour		\$136/hour		\$124/hour		\$168/hour		\$152/hour		HRS	\$	PRINT	REIMBURSIBLES	SUB- CONSULTANTS	EXPENSE SUBTOTAL	LINE ITEM		
	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL									
<b>Task 1 60% DESIGN</b>																							
■ 60% Drawings	6	\$1,320	21	\$4,200	24	\$3,744	20	\$2,720	110	\$13,640	80	\$13,440	120	\$18,240	381	\$57,304				\$14,000	\$14,000	\$71,304	
■ 60% Specifications	4	\$880	2	\$400	4	\$624	4	\$544	16	\$1,984	16	\$2,688			46	\$7,120			\$4,000	\$4,000	\$11,120		
■ Coordination & Meetings	8	\$1,760	24	\$4,800	16	\$2,496	8	\$1,088	16	\$1,984	24	\$4,032			66	\$16,160	\$100	\$400	\$16,000	\$16,500	\$32,660		
■ Geotechnical Coordination			2	\$400							4	\$672			6	\$1,072		\$100	\$7,000	\$7,100	\$8,172		
■ CDPHE Coordination/Correspondence			2	\$400	10	\$2,496			8	\$992					26	\$3,888	\$100	\$100		\$200	\$4,088		
<b>TASK 1 SUBTOTAL</b>	<b>18</b>	<b>\$3,960</b>	<b>51</b>	<b>\$10,200</b>	<b>60</b>	<b>\$9,360</b>	<b>32</b>	<b>\$4,352</b>	<b>150</b>	<b>\$18,600</b>	<b>124</b>	<b>\$20,832</b>	<b>120</b>	<b>\$18,240</b>	<b>555</b>	<b>\$85,544</b>	<b>\$200</b>	<b>\$600</b>	<b>\$41,000</b>	<b>\$41,800</b>		<b>\$127,300</b>	
<b>Task 2 90% DESIGN</b>																							
■ 90% Drawings	2	\$440	8	\$1,600	16	\$2,496	8	\$1,088	40	\$4,960	50	\$8,400	70	\$10,640	194	\$29,624			\$8,000	\$8,000	\$37,624		
■ 90% Specifications	2	\$440	2	\$400	4	\$624	2	\$272	12	\$1,488	12	\$2,016			34	\$5,240			\$4,000	\$4,000	\$9,240		
■ VE Work sessions	8	\$1,760	16	\$3,200	8	\$1,248	8	\$1,088	8	\$992	16	\$2,688	8	\$1,216	72	\$12,192	\$100	\$400		\$500	\$12,692		
■ GMP Review & Negotiation	8	\$1,760	8	\$1,600	6	\$936			8	\$1,344					30	\$5,640	\$100	\$100		\$200	\$5,840		
<b>TASK 2 SUBTOTAL</b>	<b>20</b>	<b>\$4,400</b>	<b>34</b>	<b>\$6,800</b>	<b>34</b>	<b>\$5,304</b>	<b>18</b>	<b>\$2,448</b>	<b>60</b>	<b>\$7,440</b>	<b>86</b>	<b>\$14,448</b>	<b>78</b>	<b>\$11,856</b>	<b>330</b>	<b>\$52,696</b>	<b>\$200</b>	<b>\$500</b>	<b>\$12,000</b>	<b>\$12,700</b>		<b>\$65,400</b>	
<b>Task 3 FINAL CONSTRUCTION DOCUMENTS</b>																							
■ Final Construction Drawings	1	\$220	8	\$1,600	8	\$1,248	8	\$1,088	16	\$1,984	24	\$4,032	24	\$3,648	89	\$13,820	\$200		\$8,000	\$8,200	\$22,020		
■ Final Specifications	1	\$220	2	\$400	4	\$624	4	\$544	6	\$744	4	\$672			21	\$3,204	\$200		\$2,000	\$2,200	\$5,404		
<b>TASK 3 SUBTOTAL</b>	<b>2</b>	<b>\$440</b>	<b>10</b>	<b>\$2,000</b>	<b>12</b>	<b>\$1,872</b>	<b>12</b>	<b>\$1,632</b>	<b>22</b>	<b>\$2,728</b>	<b>28</b>	<b>\$4,704</b>	<b>24</b>	<b>\$3,648</b>	<b>110</b>	<b>\$17,024</b>	<b>\$400</b>		<b>\$10,000</b>	<b>\$10,400</b>		<b>\$27,400</b>	
<b>SUBTOTAL ALL TASKS</b>	<b>40</b>	<b>\$8,800</b>	<b>95</b>	<b>\$19,000</b>	<b>106</b>	<b>\$16,536</b>	<b>62</b>	<b>\$8,432</b>	<b>232</b>	<b>\$28,768</b>	<b>238</b>	<b>\$39,984</b>	<b>222</b>	<b>\$33,744</b>	<b>995</b>	<b>\$155,264</b>						<b>ENGINEERING FEE</b>	<b>\$220,100</b>

**SUBJECT: APPROVAL OF CONTRACT BETWEEN THE CITY OF LOUISVILLE AND KIMLEY-HORN FOR DESIGN AND CONSTRUCTION STANDARDS UPDATE PROJECT**

**DATE: SEPTEMBER 19, 2023**

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

**SUMMARY:**

Staff is recommending City Council award the contract for professional design services for the Design and Construction Standards Update to Kimley-Horn for their proposal cost of **\$134,400.00**, authorize staff to contract addendums up to **\$14,00.00** for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff issued an RFP to solicit consultant proposals for updating the Design and Construction Standards for Public Works Engineering. The current standards were adopted in 1994 and are in need of updating to current engineering practices and codes/standards. The scope of work includes reviewing and updating the current standards, creating new standard details, creating checklists for engineering plans, updating the approved materials lists, and developing CAD standards for development and CIP projects.

Staff received three proposals on August 9, 2023. The selection committee, consisting of five City staff members, evaluated the proposals separately and meet to discuss the evaluation. Here are the results of the evaluation:

- The selection committee evaluated the proposal based on qualifications, project understanding and approach, experience on similar projects, project schedule, and overall quality of the proposals. The results of the proposal ranking are as follows:

<b>Consultant</b>	<b>Ranking</b>
Kimley-Horn	1
IMEG	2
HR Green	3

- The selection committee agreed that Kimley-Horn provided the best proposal and value for the City.



**SUBJECT: DESIGN AND CONSTRUCTION STANDARDS UPDATE PROJECT**

**DATE: SEPTEMBER 19, 2023**

**PAGE 2 OF 3**

**FISCAL IMPACT:**

This project is currently not in the approved budget and will require a budget amendment. New account numbers will need to be assigned for the project. Staff proposes the following split based on the current use of the Design and Construction Standards:

<u>Account</u>	<u>Base Contract</u>	<u>Contingency</u>	<u>Total</u>
101421 Development Engineering (30%)	\$40,320	\$4,200	<b>\$44,520</b>
101420 Transportation Engineering (20%)	\$26,880	\$2,800	<b>\$29,680</b>
501422 Water Utility Engineering (20%)	\$26,880	\$2,800	<b>\$29,680</b>
502423 Wastewater Utility Engineering (20%)	\$26,880	\$2,800	<b>\$29,680</b>
503424 Stormwater Utility Engineering (10%)	\$13,440	\$1,400	<b>\$14,840</b>
<b>TOTAL</b>	<b>\$134,400</b>	<b>\$14,000</b>	<b>\$148,400</b>

This was an unbudgeted item in 2023. Staff is recommending funding for this by budget amendment in the General, Water, Wastewater, and Stormwater Utility funds.

**PROGRAM/SUB-PROGRAM:**

This project supports the following programs:

Transportation - A safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.

Utilities - Ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services.

Community Design - A well-connected and safe community that is easy for all people to walk, bike, or drive in. Neighborhoods that are rated highly by residents and thriving commercial areas. An open and inclusive long-range planning process with significant public participation.

**RECOMMENDATION:**

Staff recommends City Council award the contract to Kimley-Horn per their proposal cost of **\$134,400.00**, authorize staff to contract addendums up to **\$14,000.00** for additional work and project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

**SUBJECT: DESIGN AND CONSTRUCTION STANDARDS UPDATE PROJECT**







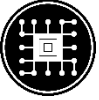

**DATE: SEPTEMBER 19, 2023**

**PAGE 3 OF 3**

**ATTACHMENT(S):**

- 1. Kimley-Horn Contract, Scope, Fee

**STRATEGIC PLAN IMPACT:**

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

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR CONSULTING SERVICES**

**1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **Kimley-Horn and Associates, Inc.**, a North Carolina 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 Engineering 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 the City Engineer 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 the City Engineer and such person's designees.

5.2 The Consultant designates Joel Price as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Joel Price, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

6.1 The term of this Agreement shall be from the Effective Date to May 1, 2024, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on 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. Provided, however, times for performance shall be extended for good cause shown if approved in advance by the City Manager in writing. Consultant shall not be deemed in breach or have liability due to delays caused by any factor outside the reasonable control of the Consultant. Delays caused by Consultant's subcontractors or subconsultants shall be considered within the control of the Consultant, unless delays are caused by a force majeure event including but not limited to natural disasters, adverse weather, epidemics, pandemics, or acts of the City, third parties or governmental agencies.

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 claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance and automobile liability 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 and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

## 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, provided City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Agreement. 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, except when disclosure is compelled by law, court, regulatory agency or arbitrator's order, or other form of compulsory legal process.

## **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:

Kimley-Horn and Associates, Inc.  
1125 17<sup>th</sup> Street, Suite 1400  
Denver, CO 80202  
Telephone: (303) 228-2300

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:  
KIMLEY-HORN AND ASSOCIATES, INC.  
a North Carolina corporation

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

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

## Exhibit A – Scope of Services



## Work Plan and Scope of Services

Our approach will follow the phases outlined in the Request for Proposal as detailed below. This approach is based on our understanding and familiarity with federal, state, and local agency guidelines, policies, and procedures. The approach addresses coordination with the public and other entities and defines project milestones, including project meetings and workshops.

### Phase 1: Kick-off Meeting, Project Management Plan, Meetings

Phase 1 will include the Kimley-Horn team, the City Project Manager, relevant Louisville Public Works, Community Development, and Parks staff, and stakeholders to outline scope goals and a schedule that will provide a road map for the process and overall intent for the project. This will begin at project kick-off, which will be conducted on September 12th, where a Project Management Plan will be drafted detailing scope, budget, stakeholder coordination meetings, public communication plan, schedule, meetings and workshops, and QA/QC.

After the initial kick-off meeting, we will set a schedule to hold monthly meetings with City staff and stakeholders over the course of five months (approximately 20 weeks, from September 12th through January 29th) to present to Council for final adoption by February 6th. Should the Council want us to update the deliverable before final adoption, we will have one more council meeting to present the follow-up documentation prior to March 1, 2024. We will conduct these meetings once a month to provide a summary of the progress to date and direction moving forward. In addition to the monthly meetings, we will conduct up to another five two-hour workshops with the City's Project Manager and relevant departments specific to their disciplines, including Public Works, Parks Recreation and Open Space, Planning, and Building, and stakeholders including Fire Protection, Xcel, and RTD.

### Phase 2: Data Collection, Stakeholder Input, and Public Meetings

Phase 2 will be critical to the success of the project. We will begin by doing a complete, independent review of the existing documents to identify any issues, conflicts, or out-of-date standards/references. With the information gathered, we will compile an agenda that outlines the issues to address in developing the design and construction updates to address in our workshops.

We anticipate the kick-off and data collection will be completed in the first two weeks of the project, and therefore would be ready to conduct workshops with City staff to compile suggested changes, understand which sections cannot be changed due to City Code or other regulations, identify any sections that do not need changes, and discuss new sections to be created.

In order to be efficient with staff time and minimize consultant cost, our suggested meeting topics would be

combined into the following:

#### Workshop 1 – All Departments

- **General.** This will be a meeting with the City Project Manager on behalf of Public Works, Parks Recreation and Open Space, Planning, and Building to discuss overall community-wide updates necessary to address these standards.

#### Workshop 2 – Utilities, Xcel, and Fire Rescue

- Sanitary Sewer
- Potable Water Distribution
- Fire Protection
- Pipeline Excavation, Bedding, and Compaction
- Storm Sewer Systems
- Drainage Reports and Letters
- Relevant Details

#### Workshop 3 – Public Works, RTD, Fire Rescue

- Roadway Construction Work
- Concrete Work
- Bike Path Design
- Fire Protection and Access
- Bus Stops
- Traffic Studies and Letters
- Traffic Signals
- Relevant Details

#### Workshop 4 – Parks Recreation and Open Space, Building and Planning

- Planning
- Building
- Landscape and Irrigation
- Relevant Details

#### Workshop 5 – All Departments

- Checklists
- Approved Material List

The City Project Manager and Kimley-Horn Project Manager will attend all workshops, which will be conducted by Kimley-Horn. Information collected during this phase will be summarized in a technical memorandum to document our findings and for use in preparing the updated Design and Construction Standards. Updates will continue to move forward concurrently as these meetings are developed. We suggest having these workshops completed within ten weeks from the kick-off meeting, which will conclude stakeholder input. Public communication plans will be developed during this phase to update the public on progress and next steps towards development and adoption.



### Phase 3: Prepare Draft Documents

Phase 3 includes taking all of the information collected in Phase 2 and updating each section as well as developing new sections for Landscape/Irrigation, Checklists, and CAD Standards. At least two stakeholder meetings will be held throughout this process to receive review comments and obtain additional feedback. We anticipate this phase will be completed four weeks after Phase 2 and will begin Phase 4.

### Phase 4: Final Review and Adoption

Phase 4 will include the initial submittal review of the final document to the City staff the week of January 1, 2024, including a three-week review period. We will hold a review meeting (as the monthly meeting) to discuss comments to be resolved to present the final document for adoption at the submittal and review period for City Staff. The final document will be submitted the week of January 29th to be included in the Council Packet for presentation to Council on the first and third Tuesdays in February, which are February 6th and 20th. This will give staff an opportunity to conduct a thorough review of the documents and provide comments to Kimley-Horn. We have included one additional Council meeting in case follow up is needed to address the comments from the initial meeting. This will allow us a buffer to accommodate the goal of final adoption by March 1, 2024.

### QA/QC

Our team includes QA/QC Manager, Jeff Whitacre, P.E., PTP, AICP, who will be responsible for managing and overseeing the quality of this project throughout the contract. Throughout the project Jeff will work alongside Project Manager Joel Price to ensure a formal internal review is performed prior to each submittal to the City. Jeff will assign independent discipline specific reviews to other discipline leaders within our firm to promote innovative, open-minded approaches and gather multiple perspectives.

### Quality Assurance. Quality Control.



### Project Schedule

We are proposing an aggressive, but manageable schedule to be completed within five months. To keep all parties on track, we propose to send Kimley-Horn and City staff weekly status updates listing critical to-do items for that week. The status updates will also include the project schedule so that all parties may plan well in advance and track the progress. We understand that City staff have many competing priorities, and Kimley-Horn is committed to driving the schedule and clearly defining action items. Kimley-Horn understands that frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. As such, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track. **Figure 3** below details our proposed project schedule.

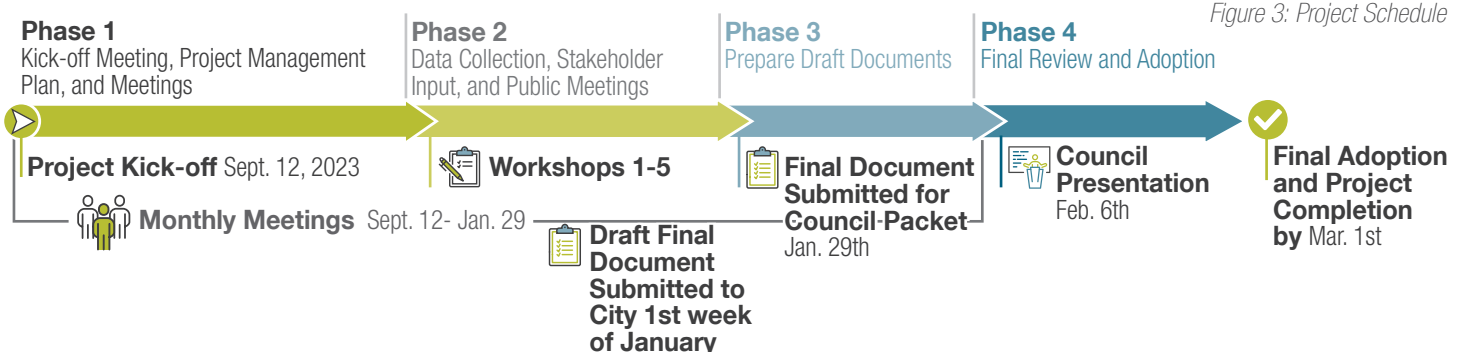


Figure 3: Project Schedule

**EXHIBIT B**



## Fee Schedule

Task	Kimley-Horn Staff (hours)									Total Hours	Labor Sub-Total	
	CAD Technician	Designer	Analyst 2	Analyst 3	Professional Engineer	Senior Engineer I	Senior Engineer II	QA/QC	Accounting (B4)			
<b>Phase 1: Kickoff Meeting, Project Management Plan, and Meetings</b>												
Project Management Plan			4				4			8	\$1,580.00	
General Project Management and Billing - 5 Months							5		5	10	\$1,825.00	
Initial Project Kick-off Meeting			4		2	2	2			10	\$1,940.00	
Monthly Progress Meetings (5 meetings)			12	4	4	4	8			32	\$6,160.00	
<b>Phase 1 - Total</b>											<b>\$11,505.00</b>	
<b>Task 2 - Data Collection (Input)</b>												
Due Diligence and Data Collection			12		4	4	6			26	\$4,980.00	
Workshops 1 through 5 (Stakeholder Meetings)			20		8	8	12			48	\$9,340.00	
Public Communications/Meetings			8		4	4	8			24	\$4,840.00	
Summary Report from Workshops			12		4	4	6	2		28	\$5,500.00	
<b>Phase 2- Total</b>											<b>\$24,660.00</b>	
<b>Phase 3 - Draft Design and Construction Standards</b>												
Review Meetings with City Staff/Stakeholders (2 meetings)			6		2	2	4			14	\$2,730.00	
General			8		4	4	4			20	\$3,880.00	
Sanitary Sewer			8				6			14	\$2,680.00	
Potable Water Distribution			8				6			14	\$2,680.00	
Storm Sewer Systems			8		4		4			16	\$2,980.00	
Roadway Construction Work			8		4	8	4			24	\$4,780.00	
Concrete Work			6		4	2	4			16	\$3,120.00	
Pipeline Excavation, Bedding and Compaction			6		4		4			14	\$2,670.00	
Bike Path Design			8		4	8	2			22	\$4,300.00	
Landscape and Irrigation (new)	24		8		4	8	4			48	\$8,020.00	
Standard Details	48				4	8	8			68	\$10,980.00	
Checklists (new)			12		4	4	8	4		32	\$6,500.00	
Develop CAD Standards (new)	40	36	12			4	8			100	\$16,560.00	
Approved Material List			8		8	8	4			28	\$5,560.00	
<b>Phase 3 - Total</b>											<b>\$77,440.00</b>	
<b>Task 400 - Final Design and Construction Standards and Adoption</b>												
Present Draft Standards to City Staff (1 meeting)			8		4	2	4	4		22	\$4,470.00	
Revise Draft Standards Per Staff Direction	8	8	6		2	2	4	4		34	\$6,290.00	
Present Final Draft of Standard to City Council			12		4	4	4			24	\$4,500.00	
<b>Task 4 - Total</b>											<b>\$15,260.00</b>	
<b>Total Hours including One Council Meeting =</b>											<b>696</b>	<b>\$128,865</b>
<b>* Optional Additional Council Meeting, if needed</b>											<b>20</b>	<b>\$4,420.00</b>

TOTAL PROJECT COST (Rounded to nearest \$100):	
Labor Subtotal =	\$128,900
Fehr and Peers Fee =	\$5,000
Reimbursables Fee =	\$500
<i>*Optional additional Council Meeting</i>	\$4,400
<b>TOTAL COST =</b>	<b>\$134,400</b>
<i>*fees not included</i>	

**SUBJECT: RESOLUTION NO. 53, SERIES 2023 – A RESOLUTION  
AUTHORIZING THE PURCHASE OF WASTEWATER  
TREATMENT PLANT CHEMICALS**

**DATE: SEPTEMBER 19, 2023**

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

**SUMMARY:**

Staff recommends approval to increase purchase order 2023140 by \$16,000 to a revised total of \$115,000 for polymer products used as part of the wastewater treatment process. The City solicits annual bids for various treatment chemicals for water and wastewater. One of these chemicals is a polymer product used to thicken wastewater biosolids prior to hauling offsite. Without the use of polymer the treatment process would be less effective in removing water from the waste stream increasing hauling costs.

Polymer prices have increased substantially in the last few years and staff has focused on using polymer as efficiently as possible to maintain cost control. Despite these best efforts there has been an increase in usage beyond the 2023 projection estimate. The 2023 allocation of \$99,000 is insufficient to complete the rest of the year. The attached resolution and subsequent budget amendment will allow for the continuation of polymer addition and maintain operations at the Wastewater Plant.

**FISCAL IMPACT:**

The 2023 budget (502472-522010) allocates \$120,000 for all chemicals. The proposed increase of \$16,000 will provide a revised total of \$136,000. The other Wastewater chemicals are within estimate and adequate for the remainder of the year. This potential overage is being coordinated with the Finance Department and will be incorporated in a future budget amendment.

**RECOMMENDATION:**







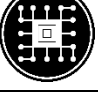

Staff recommends approval of Resolution No. 53, Series 2023.

**ATTACHMENT(S):**

1. Resolution



**STRATEGIC PLAN IMPACT:**

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

**RESOLUTION NO. 53  
SERIES 2023**

**A RESOLUTION AUTHORIZING THE PURCHASE OF WASTEWATER TREATMENT  
PLANT CHEMICALS**

**WHEREAS**, each year, the City solicits bids for various treatment chemicals for water and wastewater; and

**WHEREAS**, the City determines the quantity of treatment chemical purchases based on projected use of such chemicals for the entire year; and

**WHEREAS**, in 2023, the City selected a bid from Solenis LLC, and purchased various water and wastewater chemicals, including a polymer product used to thicken wastewater biosolids prior to hauling such biosolids offsite, pursuant to Purchase Order No. 2023140; and

**WHEREAS**, for the 2023 budget year, the City appropriated and spent a total of \$120,000 on chemicals vital to the City's water and wastewater treatment processes; and

**WHEREAS**, chemicals purchased in 2023 included polymer product purchased under Purchase Order No. 2023140 at a total cost of \$99,000; and

**WHEREAS**, despite City staff's efforts to use polymer as efficiently as possible, the quantity of polymer products purchased under Purchase Order No. 2023140 will be consumed in the City's wastewater treatment process prior to the end of 2023; and

**WHEREAS**, without the use of the polymer product for the remainder of 2023, the City's treatment process will be less effective in removing water from the waste stream, which would increase hauling costs due to the added weight; and

**WHEREAS**, polymer prices have increased by thirty percent (30%) from 2021 to 2022, and 7% from 2022 to 2023; and

**WHEREAS**, the City staff anticipates needing \$16,000 of additional polymer for the City's 2023 wastewater treatment process, which purchase will exceed the \$120,000 budgeted for water and wastewater treatment chemicals, but will not exceed the total amount appropriated from the Water and Wastewater Activity Enterprise Fund for 2023; and

**WHEREAS**, for purposes of maintaining the efficiency of the City's wastewater treatment operations in 2023, the City staff requests City Council approval to purchase additional polymer product in the amount of \$16,000; and

**WHEREAS**, the Public Works Department is coordinating with the Finance Department to determine an appropriate transfer of appropriated moneys between line items within the Water and Wastewater Activity Fund to cover the polymer purchase, and will request City Council approval of an amendment to increase the amount allocated in the 2023 budget to water and wastewater treatment chemicals (from \$120,000 to \$136,000) at a future City Council meeting; and

**WHEREAS**, the City Council, by this resolution, desires to approve the purchase of additional polymer product in an amount not to exceed \$16,000, so that the City may effectively treat wastewater biosolids for the remainder of 2023, and to authorize the City Manager to execute all documentation required to accomplish such purchase.

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

**Section 1.** The City Council hereby authorizes an expenditure in the amount of \$16,000, from monies appropriated in the Water and Wastewater Activity Enterprise Fund, which amount shall be used by the City staff to purchase additional polymer product from Solenis LLC.

**Section 2.** The Finance Director is hereby directed to prepare a proposed amendment to the 2023 budget reflecting such purchase for presentation to the City Council for approval at a future Council meeting prior to the end of 2023.

**Section 3.** The City Manager, on behalf of the City, is authorized to negotiate and execute a purchase order and any other documentation, required to accomplish the purchase of polymer products from Solenis LLC, in an amount not to exceed \$16,000.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Dennis Maloney, Mayor

ATTEST:

\_\_\_\_\_  
Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOUISVILLE, COLORADO AND THE TAKODA METROPOLITAN DISTRICT**

**DATE: SEPTEMBER 19, 2023**

**PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY**

**SUMMARY:**

The service plan approved by the City Council for the Takoda Metropolitan District required the District to enter into an Intergovernmental Agreement with the City. The District was required by the IGA to deposit with the City funds to be used toward construction of an underpass.

Preliminary design work was completed and construction of the underpass was ultimately determined to far exceed the original cost estimates. The City and the District have determined the underpass will not be constructed at this time, and the unspent funds should be returned to the District. The attached First Amendment to Intergovernmental Agreement between the City of Louisville, Colorado and the Takoda Metropolitan District memorializes this understanding and will facilitate return of the unspent funds to the District.

**FISCAL IMPACT:**

Approximately \$58,000 remains of the funds deposited by the District. If the First Amendment to the IGA is approved, the City will return these funds to the District. These funds have been held pursuant to the original IGA with the District for construction of the underpass and not available for other uses.

**RECOMMENDATION:**

Approve the First Amendment to the IGA

**ATTACHMENT(S):**









1. Draft First Amendment to Intergovernmental Agreement between the City of Louisville, Colorado and the Takoda Metropolitan District.
2. Original IGA between the City and the District.

**SUBJECT: FIRST AMENDMENT TO TAKODA IGA**

**DATE: SEPTEMBER 19, 2023**

**PAGE 2 OF 2**

**STRATEGIC PLAN IMPACT:**

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

FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF LOUISVILLE, COLORADO  
AND THE TAKODA METROPOLITAN DISTRICT

This First Amendment to Intergovernmental Agreement between the City of Louisville, Colorado and the Takoda Metropolitan District (this “First Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Louisville, Colorado, a home rule municipal corporation of the State of Colorado (the “City”) and the Takoda Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). This First Amendment amends and supplements the Intergovernmental Agreement between the City of Louisville, Colorado and the Takoda Metropolitan District dated as of September 16, 2008 (the “Original Agreement”). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Original Agreement.

WITNESSETH:

WHEREAS, the City and the District entered into the Original Agreement to, among other things, provide for the financing of certain Regional Improvements set forth in the Original Agreement; and

WHEREAS, the District deposited \$290,000 (the “Regional Improvement Funds”) with the City pursuant to the terms and provisions of the Original Agreement from the net proceeds of the District’s Limited Tax General Obligation Bonds (Capital Appreciation Convertible to Current Interest), Series 2010 Bonds (the “2010 Bonds”); and

WHEREAS, the 2010 Bonds have been refunded, paid and cancelled in full with the proceeds of the District’s Limited Tax General Obligation Refunding Bonds, Series 2018 (the “2018 Bonds”) and other available funds; and

WHEREAS, the 2018 Bonds are still outstanding; and

WHEREAS, the City completed the construction of the Gateway Monumentation pursuant to the terms of the Original Agreement; and

WHEREAS, the City incurred costs relating to the design of the Underpass pursuant to the terms of the Original Agreement but the Underpass has not been constructed due cost overruns and other reasons; and

WHEREAS, the City has approximately \$58,000 of Regional Improvement Funds received from the District that remain on deposit in the Regional Improvements Escrow pursuant to the Original Agreement (the “Unspent Funds”); and

WHEREAS, the City and the District acknowledge and agree that the Underpass will not be constructed; and

WHEREAS, the District has requested the City return the Unspent Funds to the District;  
and

WHEREAS, the District intends to apply the Unspent Funds to the repayment of a portion of the outstanding principal of the 2018 Bonds or for other purposes permitted by the bond documents related to the 2018 Bonds; and

WHEREAS, the Original Agreement provides that it may be amended from time to time by written agreement, duly authorized and signed by representative of the parties to the Original Agreement; and

WHEREAS, the City and the District desire to enter into this First Amendment to facilitate the return of the Unspent Funds to the District.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree that the Original Agreement is amended as follows:

1. Return of Unspent Funds. The City agrees to return all Unspent Funds to the District within 120 days of the date of this First Amendment. The District shall provide written directions to the City setting forth the instructions for such return of the Unspent Funds. The District shall have the option to provide that all or a portion of the Unspent Funds be transferred to the bond trustee for the 2018 Bonds.
2. Use of Unspent Funds. The District agrees that it shall apply all Unspent Funds in accordance with all relevant terms and provisions of the bond documents related to the 2018 Bonds, including without limitation, the repayment of a portion of the principal amount of the outstanding 2018 Bonds. The District agrees that it shall not take any action or omit to take any action with respect to the Unspent Funds that would cause interest on the 2018 Bonds to be included in gross income for federal income tax purposes.
3. Agreement Regarding Underpass. The City and the District acknowledge and agree that the Underpass will not be constructed pursuant to the terms and provisions of the Original Agreement. The City further acknowledges that the District's funding obligation under the Original Agreement has been fully satisfied and that the City shall have no right to seek recovery from the District of the Unspent Funds for any future projects of the City. The District shall have no right to require the City to construct the Underpass pursuant to the Original Agreement and shall have no cause of action against the City resulting from the failure by the City to construct such Underpass.
4. Miscellaneous.
  - A. Effective Date. This First Amendment shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties.

- B. Execution of First Amendment. This First Amendment may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original.
- C. Original Agreement in Full Force and Effect. Except as amended by this First Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by the City and the District as of the date first above written.

CITY OF LOUISVILLE, COLORADO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

TAKODA METROPOLITAN DISTRICT

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**Exhibit D**  
Form of Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**THE CITY OF LOUISVILLE, COLORADO**  
**AND THE TAKODA METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this 16<sup>th</sup> day of September, 2008, by and between the CITY OF LOUISVILLE, a home rule municipal corporation of the State of Colorado (the "City"), and the TAKODA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

**WITNESSETH:**

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on September 16, 2008 (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, certain public improvements necessary for development are identified in the Service Plan (the "Public Improvements"), and two of these improvements that are of special interest to the City are listed on Exhibit A attached hereto (the "Regional Improvements"); and

WHEREAS, the City and District acknowledge the need for the Public Improvements in order to accomplish the comprehensive development of the property located within the District's boundaries (the "Property"); and

WHEREAS, the City has approved the final plat for the Property; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement") to address certain matters related to the organization, powers and authorities of the District.

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

1. Regional Improvements Funding.

- a. Deposit. On the first to occur of (a) the issuance of bonds by the District or (b) the deadlines set forth on Exhibit A, the District shall deposit the sums set forth in Exhibit A with the City (the "Regional Improvements Funds"). The District acknowledges and agrees that deposit of the Regional Improvements Funds with the City is a material consideration in the City's approval of the District's Service Plan, and that the City has relied thereon in approving the District's Service Plan. The District shall not issue bonds without including in such issuance the concurrent allocation and delivery to the City of the Regional Improvements Funds, and such delivery of funds to the City shall be a condition of closing for the bonds. The District specifically agrees that the foregoing requirement for deposit of the Regional Improvements Funds shall be enforceable by the City by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorizations necessary to issue debt to make the Regional Improvements Funds deposit to the City as required by this Agreement. Payments by the District are conditioned upon the receipt of proceeds from issuance of debt by the District for such purpose.
- b. Use of Regional Improvements Funds. Except as provided in Section 1.d hereof, the City shall use the Regional Improvements Funds solely and exclusively for constructing the Regional Improvements, as depicted on final design plans approved by the City.
- c. Deposit of Regional Improvements Funds. The City shall deposit and maintain the Regional Improvements Funds in a separate escrow account earmarked specifically for use only in constructing the Regional Improvements (the "Regional Improvements Escrow"). The City shall apply interest accrued in the Regional Improvements Escrow to the costs of constructing the Regional Improvements. The City is not required to implement a formal escrow with an escrow agent, but rather may maintain the Regional Improvements Escrow by book entry. Except as provided in Section 1.d hereof, the Regional Improvement Funds may be applied to any design, planning, engineering, surveying, construction management, labor, materials and administrative costs related to construction of the Regional Improvements.
- d. Alternate Use of a Portion of the Regional Improvement Funds. (1) At any time prior to the seventh anniversary following the deposit of funds for the Underpass (as defined in Exhibit A hereof), the District may furnish a plan for the use of all or a portion of such funds for specific street improvement purposes as an alternative to the Underpass. The City Council may, by resolution following a public hearing, approve such plan and reallocate such funds for use as stated in the plan; (2) notwithstanding the foregoing, at any time after the seventh anniversary of the deposit of funds for the Underpass, following a public hearing, the City Council may by resolution, determine not to proceed with the Underpass and instead

determine to use such funds to construct one or more improvements within or adjacent to the District that are of benefit to the District and the region; provided, however, that such improvement is within the allowed street improvement purposes of the bond proceeds that were used by the District to make the deposit for the Underpass.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association as directed by the City in a manner consistent with City policy and the City-approved plans. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, unless specifically provided for in this Agreement or separate agreement with the City.

3. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services; however, this provision shall not limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

4. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services; however, this provision shall not preclude the District from installing a conduit as a part of a street construction project.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of federal and state governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the approximately 62.35 acre service area (as described in the Service Plan) without the prior written consent of the City Council. The District shall not exclude any property from the 62.35 acre service area of the District without the prior written consent of the City Council.

8. Total Debt Issuance. The District shall not issue Debt in excess of \$10,550,000 in total aggregate principal amount.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except as may be specifically provided for herein or approved by the City Manager. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

10. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

11. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in the Service Plan shall be deemed to be a material modification to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The City may also seek damages for breach of this Agreement arising from material violations by the District of any provision of the Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

12. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the City, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related City land use policies, master plans and related plans.

13. Annual Report. The District shall submit an annual report (“Annual Report”) to the City no later than May 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Boulder County, Colorado and containing the information for the Annual Report set forth in the Service Plan.

14. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Takoda Metropolitan District  
c/o Grimshaw & Haring, P.C.

1700 Lincoln St., Suite 3800  
Denver, CO 80203-4538  
Attn: Norman F. Kron

Phone: 303-839-3704  
Fax: 303-839-3838

To the City: City of Louisville  
Attn: City Manager  
749 Main Street  
Louisville, CO 80027  
  
Phone: (303) 666-6565  
Fax: (303) 335-4550

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

Miscellaneous.

A. **Effective Date.** This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. **Amendments.** This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not

affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Boulder County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

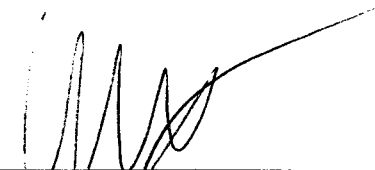
K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

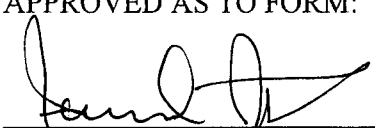
IN WITNESS WHEREOF, this Agreement is executed by the City and the District as of the date first above written.

**CITY OF LOUISVILLE, COLORADO**

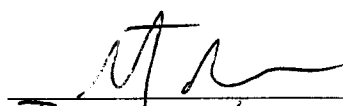


  
\_\_\_\_\_  
Charles Sisk, Mayor

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Samuel J. Light, City Attorney

**TAKODA METROPOLITAN DISTRICT,**  
a quasi municipal corporation and political subdivision  
of the State of Colorado

By:   
\_\_\_\_\_  
Justin McClure, President

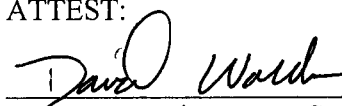
ATTEST:  
  
\_\_\_\_\_  
DAVID WALDNER, Secretary

EXHIBIT A

Regional Improvements

<u>Street Improvements</u>	<u>Amount</u>	<u>Deposit Date</u>
Contribution toward gateway monumentation for the City of Louisville to be constructed at Highway 42 and Pascal Drive ("Gateway Monumentation")	\$40,000	October 1, 2010
Contribution toward regional trail underpass beneath BNSF railroad tracks plus storm drainage associated therewith ("Underpass")	\$250,000	October 1, 2012

The City shall be responsible for the design, engineering, construction, operation, and maintenance for the two particular Regional Improvements listed above.



**SUBJECT: APPROVAL OF RESOLUTION NO. 54, SERIES 2023 – A  
RESOLUTION IN SUPPORT OF THE CITY OF LOUISVILLE  
FILING AN AFFORDABLE HOUSING COMMITMENT WITH THE  
STATE OF COLORADO TO BE ELIGIBLE FOR PROPOSITION  
123 FUNDS**

**DATE: SEPTEMBER 19, 2023**

**PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR  
JEFF HIRT, AICP, PLANNING MANAGER**

**SUMMARY:**

In the November 2022 general election Colorado voters approved Proposition 123 to require a portion of collected income taxes to be dedicated to affordable housing. The measure, which did not raise taxes, requires the state to dedicate approximately 2% of income tax revenues, amounting for \$300 million in the first year, toward affordable housing. The proportion of state revenues dedicated to affordable housing within the first year would be approximately six times what the state was previously spending on affordable housing investments.

Proposition 123 created the State Affordable Housing Fund, dedicating 40% of funds to the Affordable Housing Support Fund administered by the Department of Local Affairs (DOLA) and 60% to the Affordable Housing Financing Fund overseen by the Colorado Office of Economic Development and International Trade (OEDIT) to fund housing programs. The funds made available through Prop 123 may be granted or loaned to non-profits, community land trusts, private entities, and tribal and local governments. Notably, the applicable local government must file a commitment for any project to be eligible to access Prop 123 funds. More information about the Proposition 123 program can be found here <https://engagedola.org/prop-123>

Local governments must opt-in to participation through an affordable housing commitment filing no later than November 1, 2023. The purpose of the commitment filing is to formalize the intent of a jurisdiction to increase affordable housing by at least 3% per year or 9% total over a three-year period, thereby qualifying them for Proposition 123 funding through the Division of Housing. The commitment filing reflects the existing and future conditions of affordable housing at the local level, including an Affordable Housing Baseline. The baseline calculation is derived through a DOLA devised methodology that incorporates the current number of affordable housing units and the income eligibility of those units, economic variables such as the inflation rate and market availability, and homebuyer variables such as mortgage rates, terms, insurance and property taxes.

Through the DOLA baseline assessment tool, the table below summarizes what would be Louisville’s affordable housing commitment for 2024-2026 under this Prop 123 eligibility filing.

<b>Summary of Louisville’s 3-year Affordable Housing Commitment under Proposition 123</b>	
<b>Affordable Housing Goal:</b>	
3-year goal	77 units
Annual goal	26 units
<b>Income Limits*:</b>	
Homeowner/homebuyer income limit	\$112,900
Renter income limit	\$67,740
<b>Max Affordable Price Limits**:</b>	
Max affordable For Sale price	\$459,688
Max affordable Rent rate	\$1,694

\* Homebuyer Income Limit is 100% of Median Income. Renter Income Limit is 60% of Median Income.

\*\* Max Rent Price is 30% of monthly income for a household at the Renter Income Limit. Max Home Price is a mortgage at 30% of the monthly income for a household at the Homebuyer Income Limit.

Units can be added to the affordable housing stock by developing/constructing new units or by converting existing housing units into eligible affordable housing units. To continue the commitment and remain eligible for state funds beyond December 2026, the City must also implement a “Fast-track Approval Process” which expedites the final decision on a complete application for affordable housing (special permit, variance, or other development permit). During the first 3-year commitment, City staff will review and evaluate options for implementing this program if City Council is interested in renewing the commitment in future years.

The City is currently working with a consultant, EcoNW, to assess affordable housing conditions, options, and opportunities and a plan to increase affordable housing within the city for an Affordable Housing Plan. This plan will help the City identify and prioritize affordable housing opportunities that will fulfill the commitment goal. The DOLA methodology has been used for the baseline assessment, and EcoNW has confirmed that the data inputs are consistent with those used in the Affordable Housing Plan (although the Affordable Housing Plan methodology will provide a more granular analysis of future housing needs).

Filing this Proposition 123 affordable housing commitment will qualify applicable projects in Louisville for affordable housing grant funds from the State Affordable Housing Fund, which includes Proposition 123 funds. Municipalities apply for these grants through the DOLA Division of Housing or CHFA. Local governments that do not accomplish their goal to increase affordable housing over the 3-year period become

ineligible for funding originating from the State Affordable Housing fund for one year with the option to refile a new three-year commitment at that time.

State Affordable Housing Fund programs may be changed and added regularly. Some of the current grant funding programs include:

- Monthly application cycle for funding rental acquisition, rehabilitation, and new construction, including homeownership subdivision development. Funds available to affordable housing developer, public housing authority, or community organization that wishes to apply for funding for affordable housing development.
- Land Banking – this program provides grants to eligible local governments to acquire and preserve land for affordable for-sale housing or affordable rental housing.
- Concessionary Debt - Provides four loan options to for-profit, nonprofit, and governmental entities to support affordable housing investment.
- Innovative Housing Incentive Program - Finances the development or expansion of innovative housing manufacturing facilities, including panelized, tiny homes, kit homes, and potentially 3D printed (if there's an off-site component). Applicants may request funds for a new or existing innovative housing manufacturing facility located in Colorado.

As the City works to finalize the Affordable Housing Plan, any potential development projects and partnerships will be identified, and appropriate funding sources will be further explored.

### **FISCAL IMPACT**

There is no direct financial impact on the City to submit the commitment for affordable housing development. This application filing is necessary to allow the City to apply for future affordable housing grant funding under Proposition 123.









### **RECOMMENDATION**

City staff recommend approval of Resolution No. 54, Series 2023 in support of the City of Louisville filing an affordable housing commitment with the State of Colorado to be eligible for Proposition 123 funds.

### **ATTACHMENTS**

1. Resolution No. 54, Series 2023
2. City of Louisville DOLA Baseline Analysis

**STRATEGIC PLAN IMPACT:**

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

**RESOLUTION NO. 54  
SERIES 2023**

**A RESOLUTION IN SUPPORT OF THE CITY OF LOUISVILLE FILING AN  
AFFORDABLE HOUSING COMMITMENT WITH THE STATE OF COLORADO TO BE  
ELIGIBLE FOR PROPOSITION 123 FUNDS**

**WHEREAS**, Louisville is experiencing a housing imbalance pressured by restrained supply and built up demand resulting in home prices and rents that are unaffordable to many residents; and,

**WHEREAS**, the City of Louisville values families and individuals, and accommodates the needs of all individuals in all stages of life through our parks, trails, roadway design, our City services, and City regulations to ensure they provide an environment which addresses individual mobility needs, quality of life goals, and housing options; and,

**WHEREAS**, the City of Louisville recognizes that changing demographics and economic influences have impacted the availability of the full range of housing options within our community; and,

**WHEREAS**, the City of Louisville through its Comprehensive Plan has demonstrated support for a diversity of housing types that are available to residents of varying income levels; and,

**WHEREAS**, Colorado voters approved Proposition 123 in November 2022 to require a portion of collected income taxes to be dedicated to affordable housing; and

**WHEREAS**, Proposition 123 created the State of Colorado Affordable Housing Fund that will provide significant financial resources dedicated to affordable housing starting in 2023; and

**WHEREAS**, the City of Louisville must file a commitment to the State of Colorado to increase its supply of affordable housing between years 2024 to 2026 for any affordable housing projects to be eligible to apply for funds from Proposition 123 during this time; and

**WHEREAS**, Filing such a commitment will enable affordable housing projects in Louisville to potentially access significant and much-needed financial resources to address housing affordability in the community.

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

The City Council of Louisville hereby supports the City of Louisville filing a commitment for annual increases in affordable housing to the State of Colorado, Division of Housing so applicable projects in Louisville may be eligible for Proposition 123 funding.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of September 2023.

---

Dennis Maloney, Mayor

ATTEST:

---

Meredyth Muth, City Clerk



# COLORADO

## Department of Local Affairs

### Baseline Assistance Tool

Overview **Definitions** Help

- **Affordable Rental Housing:** Rental housing that costs less than 30% of the monthly income for a household at or below 60% of the median income.
- **Affordable For-Sale Housing:** For-sale housing that could be bought as such that a mortgage payment costs less than 30% of the monthly income for household at or below 100% of the median income.
- **Area Median Income:** The median income of households of a given size, ranging from 1 to 8 persons, in a county or metropolitan statistical area as calculated and published for a given year by the United States Department of Housing and Urban Development.
- **Median Family Income:** The median income of families of all sizes in a county or metropolitan statistical area as calculated and published for a given year by the United States Department of Housing and Urban Development.
- **State Median Income:** The median income of all households in the state as calculated and published for a given year by the U.S. Census Bureau.

### Selections

Start here

Step 1: Select a jurisdiction type

Municipality

Step 2: Select a Municipality

Louisville city

Tip: Type in the box to search for a Municipality

Step 3: Income Limit Type

Area Median Income

Step 4: Select an Income Limit Year

2022

Step 5: Select an Income Limit

Own AMI - Boulder County

Household Size

3

1

Economic Variables

The data collected by the U.S. Census Bureau may have limitations that could prevent it from better illustrating the baseline amount of affordable hous within your jurisdiction. Adjust these economic variables as appropriate to harmonize the data with current economic conditions and the statutory requirements on baseline definitions.

Sale Unit Availability Rate

8.4%

0% 16

Only for-sale homes that can be purchased over the commitment period by a household at 100% of the median income are considered affordable. The American Community Survey does not provide data on home sales, but it does provide data on moves into owner-occupied stock housing stock. Roughly 21% of homeowners in Colorado moved i their home from 2019 to 2021, which is provided as the default value above.

Inflation Rate

14%

0% 16

Adjust the prices of apartments and for-sale stock to correct for price increases caused by inflation. Moving this slider will calculate the movement of units between cost brackets using statistics based on your selection.

### Homebuyer Variables

Adjust these homebuyer variables to change the price of an affordable for-sale home based on appropriate factors in your jurisdiction. Your choices will be used to calculate the maximum mortgage payment that is affordable at 100% of the median income.

Mortgage Interest Rate

6.4%

0% 16

Mortgage Term (Years)

30

Property Tax Amount (Annual)

5000

—

Property/Mortgage Insurance Amount (Annual)

1000

—

Down Payment

20%

0% 16

## Results

Selected Median income

**\$112,900**

This median income selection was calculated based on your choices above.

Baseline Estimate

**853**



Annual Goal

26

Three Year Cycle Goal

77

Income Limits and Max Prices/Rates Based on Your Selections

These income limits have been calculated based on your selections in the sidebar:

Homeowner/Homebuyer Income Limit ⓘ

\$112,900

Renter Income Limit ⓘ

\$67,740

These Max Affordable For-Sale Prices and Rental Rates are calculated based on the income limits above:

Max Affordable For-Sale Price

\$459,688

Included: mortgage principal, interest, homeowners insurance, and property taxes.

Excluded: utilities payments of any kind, HOA fees, and lot rents for mobile homes.

Max Affordable Rent ⓘ

\$1,694

Included: rental payments.

Excluded: utilities payments of any kind.

Housing Affordability by Range

For-Sale Table Rental Table

	Range	Occupied Units	Occupied Units (Inflation Adjusted)	Available Units	Affordable Units
0	\$0 to \$199,999	150	138	12	12
1	\$200,000 to \$249,999	66	32	3	3
2	\$250,000 to \$299,999	52	60	5	5
3	\$300,000 to \$399,999	205	146	12	12
4	\$400,000 to \$499,999	497	295	25	15
5	\$500,000 to \$749,999	2,677	1,965	165	0
6	\$750,000 to \$999,999	1,611	1,858	156	0
7	\$1,000,000 to \$1,499,999	395	1,015	85	0
8	\$1,500,000 to \$1,999,999	54	169	14	0
9	\$2,000,000 to \$5,252,000	24	53	4	0
Total	None	5,731	5,731	481	47

Source: U.S. Census Bureau (2022). Table B25075: Value, 2017-2021 American Community Survey 5-year estimates.

You can save your selections and results to revisit them later by bookmarking this page, and you can share them by copying the URL in the address bar and pasting it into an email or chat. Click the button below to download your results as a spreadsheet.

Made with Streamlit

Download Your Baseline Results

**SUBJECT: BOULDER COUNTY COMMISSIONER'S BALLOT ISSUE  
PRESENTATION**

**DATE: SEPTEMBER 19, 2023**

**PRESENTED BY: MEREDYTH MUTH, CITY CLERK**

**SUMMARY:**

The Boulder County Commissioners Office will make a short presentation to the City Council about the issues the County will have on the November 7 ballot.

**SUBJECT:** RESOLUTION NO. 55, SERIES 2023 – A RESOLUTION OF THE LOUISVILLE CITY COUNCIL URGING LOUISVILLE CITIZENS TO VOTE YES ON BALLOT ISSUE 2C AT THE NOVEMBER 7, 2023 ELECTION CONCERNING THE CITY’S OPEN SPACE AND PARKS SALES AND USE TAX

**DATE:** SEPTEMBER 19, 2023

**PRESENTED BY:** MAYOR DENNIS MALONEY

**SUMMARY:**

Under the Fair Campaign Practices Rules the City Council may choose to pass a resolution of support for a ballot issue. The attached resolution underscores the City Council’s support for Ballot Issue 2C, the Parks & Open Space Funding issue that will be on the November 7 ballot.







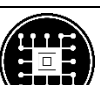

**RECOMMENDATION:**

Approve Resolution No. 55, Series 2023

**ATTACHMENT(S):**

1. Resolution

**STRATEGIC PLAN IMPACT:**

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

**RESOLUTION NO. 55  
SERIES 2023**

**A RESOLUTION OF THE LOUISVILLE CITY COUNCIL URGING LOUISVILLE  
CITIZENS TO VOTE YES ON BALLOT ISSUE 2C AT THE NOVEMBER 7, 2023  
ELECTION CONCERNING THE CITY'S OPEN SPACE AND PARKS SALES AND  
USE TAX**

**WHEREAS**, pursuant to voter authorization, the City previously adopted a temporary 0.375% sales tax and a permanent 0.375% use tax to be used exclusively for the acquisition, development and maintenance of open spaces, trails and parks; and

**WHEREAS**, the temporary 0.375% sales tax will expire on December 31, 2023 unless the City's voters approve a continuation of the tax; and

**WHEREAS**, revenue from the open space and parks sales and use tax is the main source of revenue for the City's open space and parks programs and services, including approximately 32 miles of trails, 2,000 acres of open space (some of which is jointly owned and maintained with Boulder County Open Space and the City of Lafayette), and 350 acres of park land, which includes 37 parks, 16 playgrounds, 7 basketball courts, 14 athletic fields, 11 tennis courts, 5 pickleball courts, 1 multi-purpose inline skating rink, and the City skate park; and

**WHEREAS**, the City has identified additional needs for open space acquisition, improvement, maintenance, and wildfire mitigation within open space areas and believes that allocating more resources to fire mitigation and prevention is crucial to safeguard the City and its public lands from potential wildfire risks; and

**WHEREAS**, the City Council finds that parks and open spaces significantly contribute to residents' quality of life by offering areas for outdoor activities, relaxation, and community gatherings; and

**WHEREAS**, for these reasons, the City Council has referred to the voters Ballot Issue 2C, which will continue the temporary 0.375% sales tax for an additional ten year period with the revenues to be evenly split between open space and parks; and

**WHEREAS**, Ballot Issue 2C proposes an additional, temporary 0.125% sales and use tax for a ten year period with the revenues to be used solely to acquire, restore, preserve, protect and maintain open space and mitigate wildfire risks within open space areas, with revenues derived from this tax to target the following areas identified as being priority needs of the City:

- The ability to obtain available land for Open Space designation and preservation including priority parcels as determined by the Open Space Advisory Board and City Council.

- Trail development, reducing deferred maintenance for aging infrastructure, enhancing Community Outreach and Education programming.
- Increased or enhanced trail maintenance, natural resource management, habitat restoration, and general day to day maintenance practices.
- Land management best practices to assist with wildfire mitigation such as regenerative agriculture, mechanical controls, and invasive species control; and

**WHEREAS**, the proposed tax equates to 5 cents on every \$10.00; and

**WHEREAS**, City Council finds it is in the best interest of the City and its citizens to continue the City’s temporary open space and park sales tax and to impose an additional 0.125% sales and use tax to acquire, restore, preserve, protect and maintain open space and mitigate wildfire risks within open space area; and

**WHEREAS**, state law allows the City Council to adopt this resolution as a statement of City Council’s position of support for the adoption of Ballot Issue 2C.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO**, that the City Council supports the approval of Ballot Issue 2C, which will continue the City’s 0.375% open space and parks sales tax for an additional ten years and impose an additional 0.125% sales and use tax to acquire, restore, preserve, protect and maintain open space and mitigate wildfire risks within open space area, and urges Louisville citizens to vote YES on Ballot Issue 2C at the November 7, 2023 election.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Dennis Maloney, Mayor

ATTEST:

\_\_\_\_\_  
Meredyth Muth, City Clerk

**SUBJECT:**           **ORDINANCE NO. 1857, SERIES 2023 – AN ORDINANCE AMENDING TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE CITY’S TAX AND BUSINESS ASSISTANCE PROGRAM SET FORTH IN CHAPTER 3.24, AND TO ADD A NEW CHAPTER 3.25 REGARDING ENHANCED ASSISTANCE FOR AEROSPACE BUSINESSES – 2<sup>nd</sup> READING, PUBLIC HEARING (advertised *Daily Camera* 9/10/23)**

**DATE:**               **SEPTEMBER 19, 2023**

**PRESENTED BY:**   **AUSTIN BROWN, INTERIM ECONOMIC VITALITY MANAGER**

**SUMMARY:**

Staff is presenting for Council consideration an amendment to the City’s Tax and Fee Business Assistance Program (BAP) to allow for “Enhanced Assistance for the Aerospace Industry” and clarify in the code the City’s practice of rebating consumer use tax. The enhanced assistance would result in increased rebates for three specific taxation categories in an effort to allow the City of Louisville to be more competitive when it comes to retaining existing aerospace companies, supporting their expansions, and to attract new aerospace companies.

**BACKGROUND:**

In 2007, the Louisville City Council adopted Louisville Municipal Code (LMC) Chapter 3.24 establishing the City’s Tax and Fee Business Assistance Program, which authorizes rebates of certain taxes and fees to businesses to encourage the recruitment, retention, establishment and/or substantial expansion of sales tax generating businesses and employers within the City. The purpose of the program is:

*...stimulating the economy of and within the city, providing employment for residents of the city and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the city, and further increasing the sales taxes and fees collected by the city, which increased sales tax and fee collections will enable the city to provide expanded and improved municipal services to and for the benefit of the residents of the city, while at the same time providing public or public-related improvements at no cost, or at deferred cost, to the city and its taxpayers and residents.*

To date, the City has engaged in a total of 107 BAP agreements. Of those, 27 agreements have been voided, 58 agreements have been completed, and 22 are currently active. In terms of business type, 39% have been for retail, 23% for offices, and 38% for industrial projects. The total amount of rebates paid out was \$4.1M.

To be eligible for a BAP, a company must be one of the following: a new business seeking to open in or relocate to Louisville; an existing business which proposes to expand substantially in the City; or an existing business that must relocate to a new premises due to non-renewal of a lease or other unforeseen circumstance outside of the business owner's control. Application for inclusion in the BAP must be made prior to the proposed opening, acquisition or expansion. All of the incentives available through the BAP are rebate-based; no up-front incentives are offered by this program.

Per the current program, the City can offer rebates on the following items for a period of up to 10 years or until a specified maximum amount is reached:

- Building Permit Fees
- Construction Use Tax
- Consumer Use Tax (not explicitly listed in the code but historically included in the program)
- Sales and/or Use Tax

Historically, the City's practice has been to issue rebates equal to approximately 50% of the above-listed fees and taxes for projects that participate in the BAP.

**PROPOSAL:**

The amendments being proposed to the current program include two primary changes:

- 1) Codify the City's practice of rebating consumer use taxes; and
- 2) Establish a new provision offering enhanced assistance to businesses in the aerospace industry.

This staff report addresses/explains the two changes separately. Establishment of the new provision offering enhanced assistance to the aerospace industry requires significant background to explain the reason this amendment is being proposed.

**1. Consumer Use Tax**

In 2006 the City hired Edge Consulting Services to develop a Business Assistance Program (BAP). As presented, the program was written to establish an 'enhanced sales/use tax program as a business assistance program of the City'. However, at the time the program was created, the City did not have a consumer use tax in place so it was revised to remove the 'use' tax reference. In 2010, the City adopted a tax for using, storing, distributing or otherwise consuming tangible personal property or taxable services inside the City, aka 'consumer use tax', which became effective following voter approval. Following adoption of the consumer use tax in 2010, the City began authorizing rebates of the consumer use tax under the authority implied from the BAP to incentivize certain high-wage/high-investment companies to locate and/or expand in Louisville. However, the City Code was never formally amended.



The proposal is to amend Chapter 3.24 of the City Code to specifically authorize rebates of the City's consumer use tax revenues to any business meeting the base criteria for rebates under the program. To achieve this, a definition of 'consumer use tax' has been added and the definition of 'fees' has been expanded to include the amount of consumer use taxes collected.

In addition to making this clarification in the code, the city attorney's office also recommended adding language to Chapter 3.24 (and proposed Chapter 3.25) requiring that businesses must remain open for 10 years following the issuance of a certificate of occupancy, or pay back 10% of assistance for each year out of the 10 that the business fails to remain open.

## **2. Enhanced Assistance to Businesses in the Aerospace Industry**

The proposed ordinance would amend the BAP to allow for 'Enhanced Assistance for the Aerospace Industry'. The enhanced assistance is proposed to be limited specifically to the sales/use tax in the following three categories:

- Purchase of property for use in space flight;
- Purchases of machinery or machine tools for manufacturing; and
- Purchase of software and associated maintenance agreements.

The proposal would allow the City to consider providing up to a 100% rebate of sales/use tax for a period of up to 10 years for these categories.

In addition to meeting the current criteria established for eligibility in the BAP, each project would require a case-by-case analysis to justify the amount to be rebated based on the level of anticipated public benefit (e.g., quality jobs, economic vitality, etc.), with the greatest assistance being provided to those projects that result in the highest economic impact and are considered high-profile projects within the aerospace industry. Specific criteria would include:

- Must be an aerospace company (subject to verification of NAICS code).
- Creation of at least 100 jobs over a 5-year period.
- Average wage of jobs created must be at least 100% of the annual wage of Boulder County (not including benefits).
- Minimum overall project investment of \$20 million over the five-year period following approval of the BAP agreement

In addition, a 'claw-back' clause is included in the ordinance amendment so that in the chance a project does not meet the requirements the rebates would be returned.

### **ANALYSIS:**

Aerospace has long been a target industry for Colorado, and in more recent years the state has been gaining traction in supporting expansions of existing aerospace companies as well as attracting new ones. Employment in aerospace has grown by 30%

over the past 5 years, outpacing the nationwide growth in the industry of 18%. As a result, it has become a driver of Colorado's economic growth.

State of Colorado

- Second largest aerospace economy in the nation. (California #1, Florida #3)
- Nine of the nation's top aerospace contractors have significant operations in the state.
- 240,270 direct and indirect jobs are supported by Colorado aerospace companies (Development Research Partners, 2021); approximately 35,000 employed by aerospace companies.
- There are 290 businesses classified as aerospace companies in Colorado, and more than 500 aerospace companies and suppliers provide space-related products and services in the state.

Metro Denver Region (nine-counties)

- The Metro Denver Region ranks first in private sector aerospace employment out of the 50 largest metropolitan areas in the nation.
- The Metro Denver region represents 80% of all aerospace workers in Colorado, and comprises nearly 69% of the state's total companies within the aerospace cluster.
- The Metro Denver EDC initiated the Colorado Space Coalition (CSC) which includes a broad range of public and private industry stakeholders who work to promote Colorado as a leading aerospace state both nationally and internationally, and to recruit new companies and expand existing aerospace companies in the state.  
(Metro Denver EDC, Aerospace Industry Cluster Study, 2020)

Boulder County

- Aerospace in Boulder County dates back to the formation of Ball Aerospace & Technologies Corporation in 1956.
- The Boulder Economic Council identifies Aerospace as one of 6 key industry clusters that drives the local economy.
  - Industry clusters include the interconnected businesses, suppliers, support organizations and professional service companies that are dedicated to the advancement of a particular industry sector.
- Boulder County has 12 times the national average of aerospace presence, supporting approximately 5,800 professionals at 44 companies.  
(Metro Denver Economic Development Corporation, 2019)

Louisville, Colorado

- Louisville supports a thriving aerospace cluster including companies such as Capella Space, EOI Space, Motion & Flow Control Products (MFCP), Orion Space Solutions, Sierra Space, and Tendeg. These companies are working on a variety of groundbreaking projects that are making impacts in the aerospace industry

worldwide from antennae and satellites, to high-tech components required for space-related applications, to commercial space planes.

- Given the cluster of aerospace companies and related businesses already in place in the City, Louisville is well-positioned to be a valuable contributor to the retention and growth of this industry sector within the region, state, and nation.

*Economic Impact of High-Wage Jobs and Primary Employers*

Working proactively to support the retention, expansion and attraction of aerospace companies offers numerous benefits that contribute to the economic vitality of the city, Boulder County, the Metro Denver region, and Colorado. In addition, it shows the city is committed to aligning with the regional and state economic prosperity goals by participating in efforts to grow key target industries.

The following information was prepared to provide an example of the overall economic impact to the Boulder Metropolitan Statistical Area (MSA)/Boulder County of adding 400 employees performing scientific research and development activities earning \$100,000 each (salary and benefits) in Boulder County in 2023. According to the Colorado Department of Labor and Employment (QCEW data), the 2021 average annual wage for employees was \$84,411 for Boulder County and \$71,538 for Colorado. Wages above the average annual wage are considered to be high-wage earning jobs.

The model provided below was prepared by Mr. Brian Lewandowski, the Executive Director of the Business Research Division at the Leeds School of Business, University of Colorado Boulder using the IMPLAN economic analysis tool that estimates economic impacts.

*Economic Impact Model Definitions*

*Direct Impacts*

Employment, wages and output of the industry being analyzed. For this example, this included scientific research and development activities. Direct impacts stimulate the indirect and the induced impacts.

*Indirect Impacts*

Jobs, wages, and output created by the supply-chain businesses that provide the goods and services essential to the industry. These businesses range from suppliers of raw materials, utilities, equipment, transportation and other services such as legal, accounting, cleaning, etc. *Thus, the existence and operations of the main business supports other sectors throughout the economy.*

*Induced Impacts*

The result of the spending of wages and salaries of the direct and indirect employees on items such as food, housing, education, transportation,

medical services, retail goods, and entertainment. This spending creates induced employment in nearly all sectors of the economy.

Employment

Number of jobs created.

Labor Income

Total employee compensation (including benefits) and proprietor income.

Value Added

Local impact to the Gross Domestic Product (GDP).

Output

Value of production by the industry.

**Economic Impact of 400 Employees Performing Scientific Research and Development Activities Earning \$100,000/year Each (salary and benefits) in Boulder County in 2023 using the IMPLAN Model**

<b>Impact</b>	<b>Employment</b>	<b>Labor Income \$M</b>	<b>Value Added \$M</b>	<b>Output \$M</b>
<b>Direct</b>	400	\$44.0	\$54.4	\$92.0
<b>Indirect</b>	198	\$16.6	\$23.1	\$42.3
<b>Induced</b>	147	\$8.6	\$16.2	\$26.8
<b>Total</b>	<b>745</b>	<b>\$69.3</b>	<b>\$93.7</b>	<b>\$161.2</b>

Note: The model uses conservative numbers as the \$100,000 earning includes benefits. A more realistic number would be arrived at using a base wage of \$100,000 + benefits.

In summary, the modeling identifies that the creation of 400 new jobs in the County having an annual compensation (salary & benefits) of \$100,000 each, would result in \$93.7M in sales in the local economy.

*Incentives, State Tax Structures, and the Impact on Industry Site Selection*

Aerospace is a highly sought-after industry sector throughout the nation due to the economic impacts the businesses generate within communities/states, as well as the globally-important initiatives that it moves forward. As explained previously, the State of Colorado and the Metro Denver Region have made significant progress over the years to become a thriving aerospace hub and they continue to lead efforts to be the largest space economy in the nation. The City has the opportunity to contribute to this effort, and to consider creative mechanisms to further support the expansion and attraction of additional aerospace industry businesses.

When deciding on a location, companies explore many different considerations to make a determination that offers the most positive long-term financial and operational outcomes for success. These variables often include incentive packages. When projects consider Louisville, we are competing with our neighbors and other states who have different programs and/or tax structures that may be more beneficial than Louisville's. For example, Colorado ranks #40 for Business Sales Tax and #36 for property tax for 2023 according to the Tax Foundation, considered a nonpartisan tax policy think tank. The enhanced BAP will improve our competitiveness for robust economic development projects that will better enable Louisville to be competitive at a local, state, and national level.

The following is an example of the impact that taxation can have on a business that requires substantial capital investment. An aerospace company may spend up to \$100M outfitting equipment for a facility. *If the sales/use tax at the local level is applicable, such as it is in Colorado, and is at a rate of 4.5%, it adds \$4.5M to the project budget based on the local taxation alone.* This is a very significant consideration for the company as they evaluate locations in other states where items such as manufacturing equipment are exempt from taxation at both the state and local levels.

#### *Summary of State Incentives to Attract Aerospace Companies*

##### Colorado

The State of Colorado has enacted legislation creating a Sales and Use Tax Exemption for qualified property used in space flight. The legislative declaration of House Bill 14-1178 states, "Studies indicate that the state would benefit significantly from private-oriented and state-implemented incentives designed to stimulate private-sector aerospace industry growth." [House Bill 14-1178]. As such, it is considered that the direct beneficiaries of this exemption would be businesses within the private aerospace industry in Colorado, with the intent that encouraging aerospace industry growth would benefit the State's economy.

In addition, the state offers the potential for companies to receive tax credits for the creation of numerous high-paying jobs. There are additional programs/incentives offered as well, but the job creation tax credit is the largest incentive offered. Colorado has done a lot of work to position itself to attract and retain aerospace companies.

##### Florida

Florida has its own aerospace finance and development authority, Space Florida. Space Florida engages with companies to position their project in Florida by owning the land and conducting a sale-leaseback transaction with the Company. This avails the Company from most property tax and sales tax on equipment. Florida also offers a Capital Investment Tax Credit (CITC) that allows an income tax credit of 5% of the company's committed capital investment annually for a period of up to 20 years.

Texas

Texas offers two main programs, the Texas Enterprise Fund (TEF) and the Texas Enterprise Zone (TEZ). The TEF is a closing fund that offers companies cash (usually in the range of \$3,000 - \$7,500 per job) to locate a project in Texas. The TEZ offers a sales tax rebate per full-time job created or retained of up to \$2,500 per job, which can result in \$1M+ in sales tax savings.

Virginia

Virginia offers grants through the Commonwealth Opportunity Fund and Virginia Economic Development Incentive Grant (VEDIG). Both can provide cash influx to growing companies. Local opportunities exist through a State-enabled Technology Zone Program. Locales can designate projects or areas as Technology Zones and provide property tax rebates (some upwards of 90%+ on new capital investment for a period of usually 7-10 years).

*Purchases of Machinery or Machine Tools for Manufacturing*

Taxes on the purchase of machinery or machine tools for manufacturing are exempt or greatly reduced in many states and cities across the nation to support manufacturing in the US economy. The state of Colorado has an exemption in place for this tax category, as does Boulder County. In addition, the following local communities offer rebates:

- Fort Collins offers a tiered rebate based on cost of the manufacturing equipment;
- Colorado Springs offers an alternative rate of tax on manufacturing equipment on a sliding scale ranging from 2.5% to No Tax based on the manufacturing purchase amount (the higher the purchase amount, the lower the tax, to requiring no tax at all);
- Grand Junction exempts manufacturing equipment from local tax;
- Centennial exempts manufacturing equipment from local tax;

*Software and Associated Maintenance Agreements*

There are 31 tax categories that exist pertaining to various software purchases and associated maintenance agreements. The City applies local taxation differently among these categories, charging tax on some and exempting tax on others. The taxes on software are an essential element to consider for aerospace manufacturers that often have to deal with very complex systems which have significant costs. Offering a rebate on the sales/use taxes paid for software can result in making the community a more competitive location by reducing the tax burden.

**FISCAL IMPACT:**

Because all financial assistance under the program is a rebate of taxes and fees paid, the city has no annual budgeted amount for the program. Incentives are intended to be offset by the additional revenues created that result from the business retention, expansion or relocation projects that happen in Louisville which result in overall economic benefits. It should also be noted that while rebates will be offered for an identified timeframe, once

that timeframe has passed, the sales and/or use taxes generated after that date stay with the City.

**PROGRAM/SUB-PROGRAM IMPACT:**

The proposed BAP amendments further the goals and objectives of the following City Programs/Sub-Programs:

- Economic Prosperity Program: Promotes a thriving business climate that provides job opportunities, facilitates investment and produces reliable revenue to support City Services.
- Business Retention and Development Sub-Program: Maintain positive business relationships throughout the community and assist property owners, brokers, and companies in finding locations and/or constructing new buildings in the City. Attract and retain a diverse mix of businesses that provide good employment opportunities for Louisville residents.









**RECOMMENDATION:**

Staff recommends approval of Ordinance No. 1857, Series 2023 – An Ordinance Amending Title 3 of the Louisville Municipal Code Concerning the City’s Tax and Business Assistance Program Set Forth in Chapter 3.24, and to add a New Chapter 3.25 Regarding Enhanced Assistance for Aerospace Businesses.

**ATTACHMENTS:**

1. Ordinance No. 1857, Series 2023
2. Property For Use in Space Flight Exemption Evaluation Summary, April 2022
3. 2023 Sales/Use Tax on Software, Louisville, CO
4. Presentation

**STRATEGIC PLAN IMPACT:**

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

**ORDINANCE NO. 1857  
SERIES 2023**

**AN ORDINANCE AMENDING TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE CITY'S TAX AND BUSINESS ASSISTANCE PROGRAM SET FORTH IN CHAPTER 3.24, AND TO ADD A NEW CHAPTER 3.25 REGARDING ENHANCED ASSISTANCE FOR AEROSPACE BUSINESSES**

**WHEREAS**, the City Council adopted Chapter 3.24 of the Louisville Municipal Code ("City Code") pursuant to Ordinance No. 1507, Series 2007, which established the City's Tax and Fee Business Assistance Program ("BAP"), authorizing the rebate of certain taxes and fees to businesses to encourage the recruitment, retention, establishment and/or substantial expansion of sales tax generating businesses and employers within the City, thereby stimulating the economy of and within the City, providing employment for residents of the City and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the City, and further increasing the sales taxes and fees collected by the City for the purpose of enabling the City to provide expanded and improved municipal services and public-related improvements for the benefit of the City's residents; and

**WHEREAS**, while the BAP authorizes the rebate of up to one hundred percent (100%) of taxes and fees eligible for rebate under the BAP, the City's practice has been to rebate up to fifty (50%) of eligible taxes and fees, thus preserving the remainder for City purposes; and

**WHEREAS**, the City Council finds that certain businesses within the aerospace industry demonstrate greater-than-average potential to further the stated purposes of the BAP, including large investment in the City of Louisville and the creation of high-paying jobs; and

**WHEREAS**, the City Council thus finds it appropriate to offer enhanced assistance to aerospace businesses that demonstrate, and that meet certain criteria designed to target such, greater-than-average potential, in order to increase the probability such businesses will locate their operations in Louisville; and

**WHEREAS**, the City Council further finds that enhanced assistance to aerospace businesses should include the option, at the City Council's discretion, to provide assistance from existing sources of City sales tax and fee revenues, which is an option not currently available under Chapter 3.24 of the Louisville Municipal Code ("City Code"), which limits incentives to taxes and fees generated by the properties or businesses over and above a base amount designed to preserve the City's existing tax and fee base; and

**WHEREAS**, the City Council, therefore, desires to amend Title 3 of the City Code to add a new Chapter 3.25 concerning enhanced assistance to aerospace businesses; and



**WHEREAS**, pursuant to Ordinance No. 1575, Series 2010, the City adopted a 3.65% tax for using, storing, distributing or otherwise consuming tangible personal property or taxable services inside the City ("consumer use tax"), which became effective following voter approval; and

**WHEREAS**, following the City's adoption of the City's consumer use tax in 2010, the City began authorizing rebates of the City's consumer use tax under authority implied from the BAP; and

**WHEREAS**, the City Council desires to amend Chapter 3.24 of the City Code to specifically authorize rebates of consumer use tax revenues under the BAP to any business meeting the base criteria for rebates under the program.

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

**Section 1.** Section 3.24.030 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. 3.24.030. - Definitions.**

As used in this chapter and all sections thereof, the following terms and phrases shall have the following meanings:

*Applicant* means the owner(s) of real property upon which a business is operated or proposed, or the operator of a business located or proposed to be located within the city.

Consumer use tax means the amount of the use tax collected by the city from an applicant participating in the BAP created under this chapter, not including construction use taxes.

*Enhanced sales tax* means the amount of sales tax collected by the city over and above a base amount negotiated by, and agreed upon by, the applicant and the city, and which base amount shall never be lower than the amount of sales taxes collected by the city at the property in question in the previous 12 months.

*Fees* means the amount of building permit fees, sign permit fees, and construction use taxes collected by the city during the construction permitting process for initial construction of a project participating in the BAP created under this chapter, and the amount of consumer use taxes collected by the city from the applicant's procurement of items necessary to its operation within the city for the period set forth in an agreement approved by the city council.

*Operator* means the owner or potential owner of a business that is eligible for inclusion in the BAP created by this chapter.

*Owner* means the record owner or potential record owner of real property upon which one or more business is operated.

**Section 2.** Section 3.24.100 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. 3.24.100. - Agreement with city; required; contents.**

Each application for inclusion in the BAP submitted to the city shall be considered solely on its own merits. Approval of an application shall require that an agreement be executed by the applicant and the city, which agreement shall, at a minimum, contain:

A. A list of those public or public-related improvements which justify the application's approval, and the amount which shall be spent on such improvements;

B. The maximum amount of enhanced sales taxes or fees to be shared, the timing of payment of any such shared taxes or fees, and the maximum time during which the agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the occurrence of the earlier to be reached of the maximum time of the agreement (whether or not the maximum amount to be shared has been reached) or the maximum amount to be shared (whether or not the maximum time set forth has expired);

C. A statement that the agreement is a personal agreement which does not run with the land;

D. A statement that the agreement shall never constitute a multi-year fiscal obligation, debt or other obligation of the city within the meaning of any constitutional or statutory provision;

E. The base amount which is agreed upon and the timing of periodic payments of enhanced sales taxes to be shared and the fact that if, in any period as specified, sales taxes received from the property do not at least equal said base amount, there shall be no sharing of sales taxes for said period, and that any deficit for any such period shall be carried over to succeeding periods until the difference between the base amount and the amount of sale tax actually paid is recovered by the city;

F. The base amount shall be agreed upon which shall consider the historic level of sales at the property in question, or a similar property within the area in the event of a new business, and a reasonable allowance for increased sales due to the improvements and upgrades completed as a result of inclusion within the BAP;

G. A provision that, in the event the applicant, 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 business location, the applicant, or its permitted successors and assigns, shall pay to the city ten percent (10%) of the enhanced sales taxes or fees rebated by the city under the BAP agreement for each full year that the applicant, and/or its successors and assigns, cease operations at the business location.

H. G. A provision that any enhanced sales taxes or fees subject to sharing shall be escrowed in the event there is a legal challenge to the BAP or the approval of any application therefor;

I. H. An affirmative statement that the obligations, benefits and provisions of the agreement may not be assigned in whole or in any part without the expressed written authorization of the city council, and further that no third party shall be entitled to rely upon or enforce any provision of the agreement;

J. I. A statement that the agreement shall be subject to the annual appropriation of sufficient funds for payments as provided in this chapter, pursuant to Section 20, Article X of the Colorado Constitution;

K. J. A statement that the applicant shall have no right, claim, lien or priority in or to the city's sales or use tax revenue superior to or on parity with the rights, claims or liens of the holders as any sales or use tax revenue bonds, notes, certificates or debentures payable from or secured by any sales or use taxes, existing or hereafter issued by the city; and that all rights of the successful applicant are, and at all times shall be, subordinate and inferior to the rights, claims and liens of the holders of any and all such existing or hereafter issued sales and use tax revenue bonds, notes, certificates or debentures, payable from or secured by any sales or use taxes issued by the city; and

L. K. Any other provisions agreed upon by the parties and approved by the city council.

**Section 3.** Title 3 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 3.25, to read as follows:

**CHAPTER 3.25**  
**ENHANCED ASSISTANCE FOR AEROSPACE BUSINESSES**

- Sec. 3.25.010.- Established.
- Sec. 3.25.020.- Findings, intent, and purpose.
- Sec. 3.25.030.- Definitions.
- Sec. 3.25.040.- Basis for participation.
- Sec. 3.25.050.- Approval of agreement; conditions; effect.
- Sec. 3.25.060.- EAP payments.
- Sec. 3.25.070.- Criteria for approval.
- Sec. 3.25.080.- Agreement with city; required; contents.

**Sec. 3.25.010.- Established.**

There is established within the city an Enhanced Assistance Program for Aerospace Businesses (“EAP”).

**Sec. 3.25.020.- Findings, intent, and purpose.**

A. The purpose of the EAP created by this chapter is to encourage the recruitment, retention, establishment, and/or substantial expansion within the city of aerospace businesses meeting certain criteria set forth in this chapter.

B. The city council specifically finds and determines aerospace businesses have a greater-than-average potential to create a large number of jobs with high earning potential for residents of the city and others, and to otherwise stimulate the city’s economy, and following the period of assistance under this chapter, the potential to increase the taxes and fees collected by the city, which increased tax and fee collections will enable the city to provide expanded and improved municipal services to and for the benefit of the residents of the city.

C. The city council further specifically finds and determines that creation of the EAP is consistent with the city's powers as a home rule municipal corporation, and that exercise of said powers in the manner set forth in this chapter is in furtherance of the public health, safety and welfare. Notwithstanding any provision of this chapter, the city shall never be a joint venturer in any private entity or activity which participates in the EAP, and the city shall never be liable or responsible for any debt or obligation of any participant in the EAP.

**Sec. 3.25.030.- Definitions.**

As used in this chapter and all sections thereof, the following terms and phrases shall have the following meanings:

*Aerospace business* means a business engaged in the research, development, and manufacture of aircraft, vehicles, and equipment to be sent into space.

*Applicant* means the owner(s) of real property upon which an aerospace business is operated or proposed, or the operator of an aerospace business located or proposed to be located within the city.

*Enhanced assistance* means a rebate up to one hundred percent (100%) of sales and use taxes collected by the city from an aerospace business meeting the eligibility criteria set forth in this chapter, for a period of up to ten (10) years, pursuant to an agreement approved by the city council; except that, enhanced assistance shall exclude all revenues derived from the City's 0.375% Open Space Tax, the 0.125% Historic Preservation Tax, the 0.15% Recreation Center Tax, and any future special sales or use taxes imposed following the effective date of the EAP agreement between the city and the applicant.

*Operator* means the owner or potential owner of an aerospace business that is eligible for inclusion in the EAP created by this chapter.

*Owner* means the record owner or potential record owner of real property upon which one or more aerospace business is operated.

**Sec. 3.25.040.- Basis for participation.**

A. Any owner or operator of a proposed aerospace business, or the owner or operator of an existing aerospace business which proposes to expand substantially, may apply to the city for inclusion within the EAP, provided that the proposed new or expanded aerospace business meets the eligibility criteria set forth in subsection B. Application for inclusion in the EAP must be made prior to the proposed opening, acquisition or expansion.

B. To be eligible for enhanced assistance under this section, an aerospace business must meet each of the following criteria:

1. Invest at least fifty million dollars (\$50M) in the business's Louisville operation over the 5-year period following approval of the BAP agreement; and

2. Create a minimum of one hundred (100) jobs over the five (year) period immediately following commencement of the aerospace business's operation in Louisville, with an average annual wage above 100% of the annual wage of Boulder County, not including the value of any employee benefits.

C. Enhanced assistance may be used by an aerospace business only for the following items:

1. Physical, chemical, or mechanical components for integration into a specific product to be used in space flight;
2. Equipment used to manufacture specific products or components of specific products to be used in space flight; and
3. Software used in connection with the business's space flight operations, and associated software maintenance agreements.

D. Enhanced assistance may be provided to aerospace businesses meeting the above-listed criteria in lieu of or in addition to the fee assistance authorized under chapter 3.24.

E. Aerospace businesses not meeting the above-listed criteria are not eligible for enhanced assistance, but may apply for BAP assistance pursuant to chapter 3.24.

**Sec. 3.25.050.- Approval of agreement; conditions; effect.**

Execution of an agreement by the city and an applicant implementing the EAP shall entitle the applicant to enhanced assistance in an amount not to exceed the amount specified in the agreement required by section 3.25.080; provided, however, that the applicant may use said amounts only for those items specified in section 3.24.040(C). The time period for enhanced assistance shall not commence until all public or public-related improvements are completed and meet city standards and until the aerospace business has commenced its operations within the city, and shall be limited to a specified time set forth in the agreement, which shall not exceed ten years, or until a specified maximum amount is reached.

**Sec. 3.25.060. - EAP payments.**

A. Enhanced assistance payments shall be made no less than annually and no more than quarterly, as the city and applicant shall agree.

B. Aerospace businesses utilizing fee assistance pursuant to chapter 3.24, which may be authorized in addition to the enhanced assistance established under this chapter, shall receive such fee rebate payments in either incremental payments or a lump-sum payment as provided in the agreement approved by the city council.

C. Payments under this section shall be commence no earlier than issuance of a certificate of occupancy for the subject location and satisfaction of the requirements of this chapter and of the agreement.

D. No interest shall be paid on any amounts shared pursuant to any EAP or BAP agreement.

**Sec. 3.25.070. - Criteria for approval.**

Approval of an application for inclusion in the EAP for incentives shall require the affirmative vote of four members of the city council, based upon consideration of the following criteria:

A. The applicant's total investment business's Louisville operation;

B. The total number of jobs created over the five (year) period immediately following commencement of the aerospace business's operation in Louisville;

C. The average annual wage of the aerospace business's employees;

D. The quality of the proposed development;

E. Whether the proposal represents redevelopment to an area or building in the city;

F. Whether the proposal brings a value added result to the city or a development within the city (for example, by moving the company's corporate headquarters to the city);

G. The amount of the enhanced assistance as a percentage of new revenue anticipated to be created by the proposal (for example, by relocation the company to the city);

H. The conformance of the applicant's property or project with the comprehensive plan and zoning ordinances of the city; and

I. Whether a proposed agreement required by section 3.25.080 has been reached, which agreement shall contain and conform to all requirements of said section 3.25.080.

**Sec. 3.25.080. - Agreement with city; required; contents.**

Each application for inclusion in the EAP submitted to the city shall be considered solely on its own merits. Approval of an application shall require that an agreement be executed by the applicant and the city, which agreement shall, at a minimum, contain:

A. The maximum amount of enhanced assistance to be shared, the timing of payment of any enhanced assistance, and the maximum time during which the agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the occurrence of the earlier to be reached of the maximum time of the agreement (whether or not the maximum amount to be shared has been reached) or the maximum amount to be shared (whether or not the maximum time set forth has expired);

B. A statement that the agreement is a personal agreement which does not run with the land;

C. A statement that the agreement shall never constitute a multi-year fiscal obligation, debt or other obligation of the city within the meaning of any constitutional or statutory provision;

D. For aerospace businesses utilizing fee assistance pursuant to chapter 3.24, all such statements required under chapter 3.24 for BAP agreements utilizing fee assistance;

E. A provision that, in the event the applicant, 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 business location, the applicant, or its permitted successors and assigns, shall pay to the city ten percent (10%) of the enhanced assistance rebated by the city under the EAP agreement for each full year that the applicant, and/or its successors and assigns, cease operations at the business location.

F. A provision that any enhanced assistance subject to sharing shall be escrowed in the event there is a legal challenge to the EAP or the approval of any application therefor;

G. An affirmative statement that the obligations, benefits and provisions of the agreement may not be assigned in whole or in any part without the expressed written authorization of the city council, and further that no third party shall be entitled to rely upon or enforce any provision of the agreement;



H. A statement that the agreement shall be subject to the annual appropriation of sufficient funds for payments as provided in this chapter, pursuant to Section 20, Article X of the Colorado Constitution;

I. A statement that the applicant shall have no right, claim, lien or priority in or to the city's sales or use tax revenue superior to or on parity with the rights, claims or liens of the holders as any sales or use tax revenue bonds, notes, certificates or debentures payable from or secured by any sales or use taxes, existing or hereafter issued by the city; and that all rights of the successful applicant are, and at all times shall be, subordinate and inferior to the rights, claims and liens of the holders of any and all such existing or hereafter issued sales and use tax revenue bonds, notes, certificates or debentures, payable from or secured by any sales or use taxes issued by the city; and

J. Any other provisions agreed upon by the parties and approved by the city council.

**Section 4.** If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

**Section 5.** The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 6.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 5<sup>th</sup> day of September, 2023.

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Dennis Maloney, Mayor

ATTEST:

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Meredyth Muth, City Clerk

APPROVED AS TO FORM:

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Kelly PC  
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING**, this 19<sup>th</sup> day of September, 2023.

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Dennis Maloney, Mayor

ATTEST:

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Meredyth Muth, City Clerk



# PROPERTY FOR USE IN SPACE FLIGHT EXEMPTION

EVALUATION SUMMARY | APRIL 2022 | 2022-TE23

TAX TYPE	Sales and use	REVENUE IMPACT	\$12,000
YEAR ENACTED	2014	(TAX YEAR 2019)	
REPEAL/EXPIRATION DATE	None	NUMBER OF TAXPAYERS	Could not determine

**KEY CONCLUSION:** Due to its minimal use, the exemption has not yet provided a significant benefit to the aerospace industry in the state. However, if space vehicle launches in Colorado increase in the future, the exemption would likely provide a more substantial benefit and industry stakeholders indicated that the exemption is important for the continued development of the aerospace industry in the state.

## WHAT DOES THE TAX EXPENDITURE DO?

The Property for Use in Space Flight Exemption (Space Flight Exemption) [Section 39-26-728, C.R.S.] exempts the sale, storage, and use of qualified property for use in space flight from sales and use tax. Statute defines space flight as “any flight designed for suborbital, orbital, or interplanetary travel by a space vehicle,” and defines space vehicle as “any tangible personal property that has space flight capability and is intended for space flight. . .” [Section 39-26-728(2)(b)&(c), C.R.S.]. The exemption includes the space vehicle and any of its components, tangible personal property to be placed aboard the vehicle, and fuel intended for space flight.

## WHAT IS THE PURPOSE OF THE TAX EXPENDITURE?

The legislative declaration of House Bill 14-1178, which created the exemption, stated that, “Colorado has the potential to and should become a leader in the aerospace industry” and goes on to say “A sales and use tax exemption for qualified property for use in space flight will increase the availability of highly-skilled and highly-paid jobs in the state and will encourage capital investment in equipment, machinery, parts, and supplies used in aerospace manufacturing.”

## WHAT POLICY CONSIDERATIONS DID THE EVALUATION IDENTIFY?

We did not identify any policy considerations on this evaluation.

# PROPERTY FOR USE IN SPACE FLIGHT EXEMPTION

## EVALUATION RESULTS

### WHAT IS THE TAX EXPENDITURE?

The Property for Use in Space Flight Exemption (Space Flight Exemption) [Section 39-26-728, C.R.S.] exempts the sale, storage, and use of qualified property for use in space flight from sales and use tax. Statute defines space flight as “any flight designed for suborbital, orbital, or interplanetary travel by a space vehicle,” and defines space vehicle as “any tangible personal property that has space flight capability and is intended for space flight. . .” [Section 39-26-728(2)(b)&(c), C.R.S.]. The exemption includes the space vehicle and any of its components, tangible personal property to be placed aboard the vehicle, and fuel intended for space flight. Taxpayers cannot be denied the exemption because of a failure, postponement, destruction, or cancellation of a launch. Additionally, the exemption does not provide a unique tax expenditure for property sold to or used by government agencies because government agencies are already exempt from sales tax under a separate provision [Section 39-26-704(1), C.R.S.]. The Space Flight Exemption was created in 2014 by House Bill 14-1178 and has not been changed since.

In addition to providing a state-level sales and use tax exemption, under Section 29-2-105(1)(d)(I), C.R.S., local governments that have their sales taxes collected by the State have the option of adopting ordinances to apply the exemption to their sales taxes as well. As of January 1, 2022, three of 158 state-collected cities, and two of 53 state-collected counties have adopted this exemption. Under Article XX, Section 6 of the Colorado Constitution, home rule cities and counties that do not have their sales taxes collected by the State can set their own tax policies

independently from the State and are not required to provide a similar exemption. We did not identify any home rule cities and counties that have adopted a similar exemption.

Vendors apply the exemption at the time of purchase and report sales to the consumers on line 9 of Schedule B of the Colorado Retail Sales Tax Return [DR 0100] or the Itemized Deductions and Exemptions Schedules of the Retailer's Use Tax Return [DR 0173]. Taxpayers who qualify for a use tax exemption for eligible space property are generally not required to file any form with the Department.

#### WHO ARE THE INTENDED BENEFICIARIES OF THE TAX EXPENDITURE?

Based on the legislative declaration of House Bill 14-1178, we considered the direct beneficiaries of the exemption to be businesses within the private aerospace industry in Colorado, with the intent that encouraging aerospace industry growth would benefit the State's economy. Specifically, the legislative declaration states, "Studies indicate that the state would benefit significantly from private-oriented and state-implemented incentives designed to stimulate private-sector aerospace industry growth." [House Bill 14-1178].

According to a 2020 Metro Denver Economic Development Corporation report, the Colorado aerospace industry directly employs 33,460 workers at 290 companies, having the highest direct aerospace employment concentration in the U.S. Additionally, a report from the Brookings Institute determined that the Colorado aerospace industry reached an output of \$8.7 billion – 3.8 percent of Colorado's GDP in 2011. Further, several aerospace businesses in Colorado are active in developing vehicles and other equipment used in space flight and, in recent years, there have been efforts to establish Colorado as a location for launching space vehicles. Specifically, the Colorado Air and Space Port in Adams County, previously known as Front Range Airport, received Federal Aviation Administration designation as a spaceport in 2018, although it has not yet been used for this purpose.

### WHAT IS THE PURPOSE OF THE TAX EXPENDITURE?

The legislative declaration of House Bill 14-1178, which created the exemption, stated that, “Colorado has the potential to and should become a leader in the aerospace industry” and goes on to say “A sales and use tax exemption for qualified property for use in space flight will increase the availability of highly-skilled and highly-paid jobs in the state and will encourage capital investment in equipment, machinery, parts, and supplies used in aerospace manufacturing.”

### IS THE TAX EXPENDITURE MEETING ITS PURPOSE AND WHAT PERFORMANCE MEASURES WERE USED TO MAKE THIS DETERMINATION?

We found that the exemption has not yet achieved its purpose because it is not widely used. However, usage of the exemption could increase if Colorado becomes established as a launching place for space vehicles and stakeholders indicated that the exemption is important for the continued development of Colorado’s aerospace industry.

Statute does not provide quantifiable performance measures for this exemption. Therefore, we created and applied the following performance measures to determine the extent to which the exemption is meeting its purpose.

**PERFORMANCE MEASURE:** *To what extent has the Space Flight Exemption encouraged growth of the aerospace industry in Colorado?*

**RESULT:** This exemption has not provided a significant economic benefit to the aerospace industry in Colorado because it has not been widely used. Specifically, although the Department lacked data on the number of taxpayers that received the exemption because vendors are not required to report this information, the Department reported that taxpayers received a benefit of about \$12,000 from the exemption based on about \$414,000 in eligible sales during Tax Year 2019, the most recent year for which it had data. These are small figures relative to the high cost of property in the industry; a weather satellite, for instance, can cost nearly \$300 million. Further, some taxpayers may

have also been exempt from use tax under the exemption, for example, because they purchased qualifying space property in another state and brought it into Colorado for use or storage. While we could not determine the number of taxpayers that were exempt from use tax because taxpayers are generally not required to report use tax exemptions under the Space Flight Exemption to the Department, based on our conversations with stakeholders, it appears that few taxpayers use or store finished space property in the state such that it would be subject to use tax, regardless of the exemption.

Although industry stakeholders we contacted were aware of the exemption, currently, launches of space vehicles occur almost exclusively outside of Colorado. Therefore, while space vehicles and their components are often built in Colorado, they are typically sold to customers outside the state, meaning that most sales are not subject to sales tax in Colorado regardless of the exemption. Furthermore, the materials Colorado businesses purchase to build space vehicles are generally already exempt from sales tax under the Wholesale Sales Exemption [Section 39-26-102(20)(a), C.R.S.]. This appears to be similar to what was occurring in 2014 when the exemption was established, with the fiscal note of House Bill 14-1178 reporting that there were very few sales of completed space property occurring within the state.

If Colorado were to see an increased prevalence of launches, the exemption would likely be claimed considerably more frequently since more transactions that would otherwise be subject to sales tax would occur in the state. Similarly, stakeholders reported that they do not currently conduct much testing or storage of equipment used in space flight in Colorado, but this could become more common if Colorado becomes a location for launches. For these activities, businesses would likely benefit from being exempt from use tax which could otherwise apply to property that they purchase in another state but bring into Colorado.

We spoke with stakeholders, including an economic development representative, launch facility operations staff, and private businesses in the state, who reported that the exemption is important for the long-term effort to grow the aerospace and spaceflight industry in the state. With the establishment of the Colorado Air and Space Port, stakeholders indicated that Colorado has the potential to become a destination for launching space vehicles. Although the exemption is currently not frequently used, they felt the exemption is a key financial incentive in attracting businesses to Colorado who could benefit from it in the future, citing a lack of other cash incentives. However, stakeholders also acknowledged that other factors, in addition to the exemption, made Colorado an attractive place to do business, including having a well-educated and experienced work force and proximity to other companies in the aerospace industry.

We also found that the aerospace industry in Colorado has grown significantly since the implementation of the Space Flight Exemption, despite the limited use of the exemption. According to Metro Denver Economic Development Corporation reports, employment in the industry increased about 30 percent from 2015 to 2020 (12 percentage points above national average), with 10 percent of the growth being from Calendar Year 2019 to 2020 (6 percentage points above the national average). This is a significant increase from the Calendar Year 2009 through 2014 period, which saw a decrease in employment in the industry of 3.5 percent. Therefore, it appears that, although the exemption could encourage future aerospace industry growth within the space flight sector, the broader aerospace industry has grown without receiving a significant financial benefit from the exemption.

#### WHAT ARE THE ECONOMIC COSTS AND BENEFITS OF THE TAX EXPENDITURE?

According to the Department of Revenue's 2020 Tax Profile & Expenditure Report, the Space Flight Exemption resulted in \$12,000 in forgone state revenue and a corresponding benefit to claimants of the exemption in Tax Year 2019, the most recent year with available data.



The exemption also reduces local government sales tax revenue and provides a corresponding benefit to claimants in three cities and two counties for which the State collects sales taxes that have adopted the exemption, although we lacked information necessary to quantify this impact.

Due to the limited benefit it provides, the exemption currently has a relatively small economic impact. However, as mentioned above, the revenue impact could increase substantially if launch facilities in Colorado, such as the Colorado Air and Space Port located in Adams County, are used more frequently in the future. Further, as discussed, stakeholders indicated that the exemption could make Colorado a more attractive location for businesses that plan to conduct space flight operations.

#### WHAT IMPACT WOULD ELIMINATING THE TAX EXPENDITURE HAVE ON BENEFICIARIES?

Eliminating the Space Flight Exemption would subject the sale, transfer, or storage of property for use in space flight to the 2.9 percent state sales and use tax rate along with the sales and use taxes of any district, county, or city that has currently opted-in to the exemption. Although the exemption currently provides only a small benefit to its beneficiaries, eliminating it could have an impact on businesses considering establishing space flight operations in the state. Specifically, with increasing interest in the development of launching facilities in Colorado, stakeholders indicated that the exemption could become more frequently used in the future and that the exemption signaled that Colorado was welcoming of the aerospace industry and made Colorado a more attractive place to do business. Furthermore, equipment used in space flight tends to be expensive; therefore, if the exemption were no longer available, and businesses began purchasing or using more space flight property in the state, they could owe a substantial amount in sales or use tax. For example, the purchase of a \$300 million satellite would result in \$8.7 million in sales taxes. Additionally, other states offer similar exemptions for space flight property sales. Therefore, the

elimination of this exemption could discourage businesses from establishing operations in Colorado.

#### ARE THERE SIMILAR TAX EXPENDITURES IN OTHER STATES?

We found that a few other states that have a significant space flight industry offer a similar tax exemption. Specifically, stakeholders mentioned Florida, Texas, and California as having strong space flight industries and we reviewed the sales tax policies in those states. We found that:

- Florida offers an exemption for machinery and equipment used in semiconductor, defense, or space technology production.
- California, similar to Colorado, exempts sales and use taxes on qualified property for use in space flight.

We did not identify a sales or use tax exemption in Texas for property or materials used in space flight, but aerospace companies can apply for flexible, low-interest loans from the state.

#### ARE THERE OTHER TAX EXPENDITURES OR PROGRAMS WITH A SIMILAR PURPOSE AVAILABLE IN THE STATE?

We identified one other program and tax expenditure in the state that may also encourage private sector growth in Colorado's aerospace industry:

**ADVANCED INDUSTRIES ACCELERATION GRANT PROGRAM** [Section 24-48.5-117, C.R.S.]—Provides grants to advanced industries in Colorado, including aerospace. The program was established in 2013 by House Bill 13-1001, and provides several types of grants including advanced industries exports, early stage capital retention, and infrastructure funding. The program is administered by the Colorado Office of Economic Development and International Trade, and also includes an advanced industries investment tax credit, which provides taxpayers who invest in a qualified small advanced industry business with an

income tax credit equal to 25 percent of their investment, limited to a \$50,000 credit per investor for each small business.

#### WHAT DATA CONSTRAINTS IMPACTED OUR ABILITY TO EVALUATE THE TAX EXPENDITURE?

There were no data constraints that impacted our ability to evaluate the tax expenditure.

#### WHAT POLICY CONSIDERATIONS DID THE EVALUATION IDENTIFY?

We did not identify any policy considerations on this evaluation.

**2023 Sales/Use Tax on Software, Louisville, CO**

Software Category	Louisville Tax Rate
Canned Software Installation or Set-Up Fees (separately stated on invoices)	No Tax
Custom Software Installation or Set-Up Fees (separately stated on invoices)	No Tax
Customization of Canned Software	3.65% *
Mandatory Software Maintenance Agreement, separately stated charges for canned software updates	8.835%
Mandatory Software Maintenance Agreement, separately stated charges for services	5.185%
Mandatory computer software maintenance contracts with respect to non-prewritten (custom) computer software	No Tax
Mandatory computer software maintenance contracts with respect to non-prewritten (custom) software which is delivered electronically	No Tax
Mandatory computer software maintenance contracts with respect to non-prewritten (custom) software which is delivered via load and leave	No Tax
Mandatory computer software maintenance contracts with respect to prewritten computer software	8.835%
Mandatory computer software maintenance contracts with respect to prewritten computer software which is delivered electronically	3.65%
Mandatory computer software maintenance contracts with respect to prewritten computer software which is delivered via load and leave	3.65%
Non-prewritten (custom) computer software	No Tax
Non-prewritten (custom) computer software delivered electronically	No Tax
Non-prewritten (custom) computer software delivered via load and leave	No Tax
Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software provide updates or upgrades delivered via load and leave and support services to the software	No Tax
Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software that only provide support services to the software	No Tax
Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software that provide updates or upgrades delivered electronically and support services to the software	No Tax
Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software that only provide updates or upgrades delivered via load and leave with respect to the software	No Tax
Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software that only provide updates or upgrades with respect to the software	No Tax

Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software that provide updates or upgrades and support services to the software	No Tax
Optional computer software maintenance contracts with respect to non-prewritten (custom) computer software that provide updates or upgrades delivered electronically and support services to the software	No Tax
Optional computer software maintenance contracts with respect to prewritten computer software that only provide support services to the software	No Tax
Optional computer software maintenance contracts with respect to prewritten computer software that only provide updates or upgrades delivered electronically with respect to the software	3.65%
Optional computer software maintenance contracts with respect to prewritten computer software that only provide updates or upgrades delivered via load and leave with respect to the software	3.65%
Optional computer software maintenance contracts with respect to prewritten computer software that only provide updates or upgrades with respect to the software	8.835%
Optional computer software maintenance contracts with respect to prewritten computer software that provide updates and upgrades delivered electronically and support services to the software	3.65% *
Optional computer software maintenance contracts with respect to prewritten computer software that provide updates and upgrades delivered via load and leave and support services to the software	3.65% *
Optional computer software maintenance contracts with respect to prewritten computer software that provide updates or upgrades and support services to the software	8.835% *
Prewritten Computer Software	8.835%
Prewritten Computer Software Delivered Electronically	3.65%
Prewritten Computer Software Delivered Via Load and Leave	3.65%



**Ordinance No. 1857, Series 2023  
Amendments to the Business Assistance Program**

September 19, 2023

# Proposal

Amendments to the Business Assistance Program (BAP) to:

1. Codify the City's practice of rebating consumer use taxes; and
2. Establish a new provision offering enhanced assistance to businesses in the aerospace industry

# BAP Recap

- Established in 2007
- 107 BAP Agreements to Date:
  - 27 voided; 58 completed; 22 active
- 58 completed - \$4.1 M paid (77% of awarded amount)
- Purpose: Retention/Expansion & Attraction
- Eligibility: New business in City; Existing business to substantially expand; existing business in City required to relocate



# BAP Recap (Continued)

- Incentives are rebate-based; nothing provided up-front
- Rebates for up to 10 years
  - Building permit fees
  - Construction use tax
  - Consumer use tax sales tax
  - Historically, rebates awarded approximately 50% of fees/taxes

# Consumer Use Tax

- Add definition of ‘consumer use tax’
- Expand definition of ‘fees’ to include the amount of consumer use taxes collected
- Require that businesses must remain open for 10 years following the issuance of a certificate of occupancy, or pay back 10% of assistance for each year out of the 10 that the business fails to remain open

# Enhanced Assistance to Businesses in the Aerospace Industry

- Increase rebates for three taxation categories
  - Property Used in Space Flight
  - Manufacturing Equipment
  - Software and Associated Maintenance Agreements
- Propose: Consideration to provide up to 100% rebate of sales/use taxes in these 3 categories for a period of up to 10 years.
- Additional Criteria to be met for Consideration
  - Must be an aerospace company
  - Must create a minimum of 100 jobs over a 5-year period
  - Average wage of jobs created must be a minimum of \$100,000 (without benefits)
  - Minimum overall project investment (to be established)
    - Verification of above items required
    - Include claw-back should project not be completed in compliance with the requirements

# Enhanced Assistance to Businesses in the Aerospace Industry

- Property Used in Space Flight
  - State has a sales and use tax exemption for qualified property used in space flight.
  - City/County of Broomfield currently offers this exemption as well.
- Purchases of Machinery or Machine Tools for Manufacturing
  - State of Colorado and Boulder County exempt these from taxes.
  - Very common exemption among states in the US; Florida, Texas and Virginia have exemption on this category at the state and local level.
  - Many CO communities offer reductions or exemptions for manufacturing equipment:
    - Fort Collins – tiered rebate based on cost of equipment
    - Co Springs – alternative rate of tax from 2.5% to zero
    - Grand Junction and Centennial exempt from tax

# Enhanced Assistance to Businesses in the Aerospace Industry

- Software & Associated Maintenance Agreements
  - Thirty one tax categories on software
  - Some are taxed locally, some are not
  - Aerospace companies often have complex, multi-million dollar software systems.

# Recommendation

Staff recommends approval of Ordinance No. 1857, Series 2023 – An Ordinance Amending Title 3 of the Louisville Municipal Code Concerning the City’s Tax and Business Assistance Program Set Forth in Chapter 3.24, and to Add a New Chapter 3.25 Regarding Enhanced Assistance for Aerospace Business

**SUBJECT: COMMUNITY DECARBONIZATION PLAN UPDATE**

**DATE: SEPTEMBER 19, 2023**

**PRESENTED BY: KAYLA BETZOLD, SUSTAINABILITY MANAGER  
EMILY HOGAN, ASSISTANT CITY MANAGER**

**SUMMARY:**

In 2019, City Council advanced its commitment to climate action by unanimously adopting Resolution 25, Series 2019, setting clean energy and carbon emission reduction goals for the municipality and larger community. The community climate action goals are as follows:

- Meet all of Louisville’s residential and commercial/industrial electric needs with 75% carbon-free sources by 2030
- Reduce core community GHG emissions annually below the 2016 baseline through 2030

The 2023 Council Work Plan also includes an item for “City Climate Change/Greenhouse Gas Reduction Initiatives” to “discuss Xcel community decarbonization plan and policy/program opportunities”.

The Community Decarbonization Plan includes a strategic roadmap to assist Louisville in achieving the City’s 2030 community goals through the decarbonization of buildings, transportation and energy supply.

**BACKGROUND:**

The City of Louisville became an Xcel Partners in Energy community in 2016 which included two years of direct energy efficiency implementation support from Xcel Energy’s facilitation consultant, Partners in Energy. After completing the Partners in Energy program, Louisville entered Xcel’s Energy Future Collaboration which included direct support from Xcel staff to develop and progress towards Louisville’s energy efficiency and renewable energy goals. Additionally, as a graduate of Partners in Energy, Louisville continues to receive graduate support from the Partners in Energy team for energy efficiency and renewable energy planning and implementation projects.

Throughout 2021 and 2022, representatives from local governments across Boulder County collaborated with key stakeholders including business associations, state agencies, nonprofit organizations, and Xcel to develop a strategic plan to reduce greenhouse gas emissions in Boulder County through equitable transportation electrification solutions. The Regional Transportation Electrification Plan for Boulder County Communities was published in August 2022 with the following goals:

1. Transition 30% of all vehicles registered in Boulder County to zero-emissions by 2030.
2. By 2030, install a combined 2,380 public level 2 and DC fast charging ports equitably distributed across Boulder County.

Partners in Energy offered each participating community the opportunity to create a community-specific plan that includes a focus on both transportation and building electrification, as the two concepts are intertwined and both relate to Xcel Energy's energy supply, energy efficiency and renewable energy generation. Since Louisville is currently in the process of developing an Internal Decarbonization Plan, the proposed transportation and building electrification plan solely focuses on community (residential and commercial/industrial) transportation and building decarbonization, energy efficiency, renewable energy generation and energy supply.

#### *Overview*

The primary deliverable of this planning process is a roadmap to help Louisville achieve its 2030 climate goals through the decarbonization of buildings, transportation (via electrification), and energy supply. This plan will include:

1. A summary of baseline conditions to inform the decarbonization roadmap
2. A decarbonization vision that reflects the community's collective priorities
3. Measurable decarbonization goals that build upon Louisville's Climate Action Goals
4. Strategic approach to achieving Louisville's goals
5. Measurable targets to evaluate strategy implementation progress

#### *Timeline*

##### April 2023 – Louisville Sustainability Advisory Board

Partners in Energy attended the Louisville Sustainability Advisory Board meeting and presented an overview of the project.

##### May 2023 – Memorandum of Understanding Approved

The memorandum of understanding between the City of Louisville and Xcel Energy was approved by City Council.

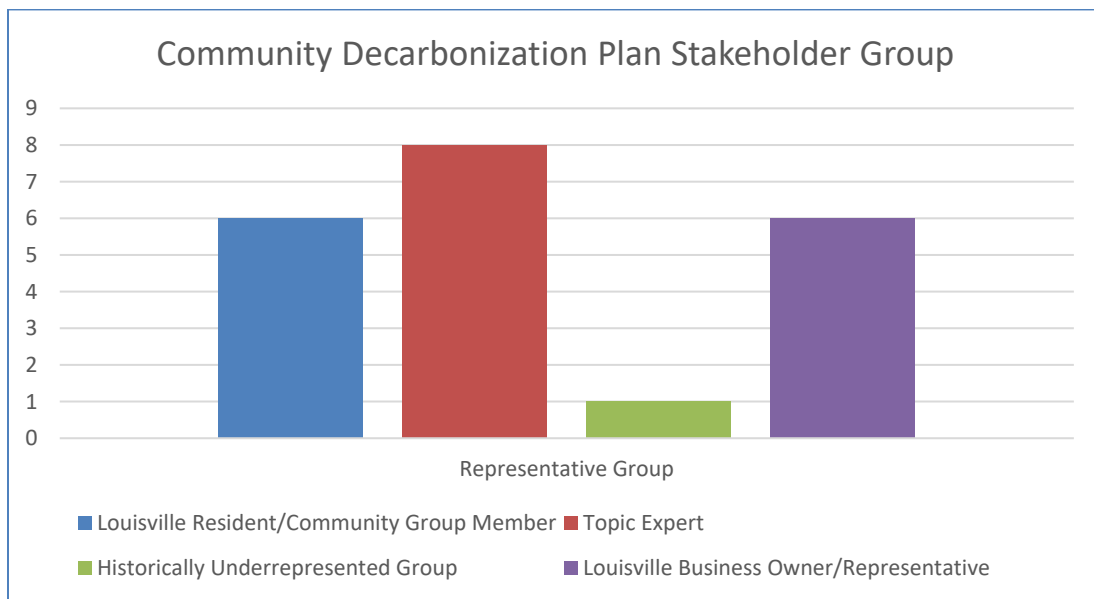
##### June 2023 – Stakeholder Application, Review and Selection

The Community Decarbonization Plan stakeholder application opened from June 1 through June 23 and was highlighted in the June City e-newsletter and through a news item on the City website. The application encouraged interested stakeholders to apply to join the planning team as community representatives with the goal of creating a vision and plan for Louisville's energy future. The stakeholder group represents the collective perspectives of Louisville business owners and/or business representatives, Louisville residents and/or community group members, topic experts and members of historically underrepresented groups. The application outlined the stakeholder planning meeting framework, responsibilities, and logistics.



Applicants were not required to be Louisville residents, but were asked about their ‘personal connection to Louisville’ in an effort to expand the application reach to individuals that may commute or work in Louisville, but are not residents. The application also asked about the applicant’s unique perspective, interest level, experience and goals for joining the stakeholder team.

A team of three staff members and two Councilmembers reviewed applications and selected nine representative stakeholders to join the planning team. The graph below shows the self-identified demographics of the stakeholder group.



Six of the nine selected self-identified as a Louisville resident/community group member. Eight of the nine self-identified as a relevant topic expert (electricity, natural gas, electric vehicles, transportation, etc.). One of the nine self-identified as being a member of a historically underrepresented group. Six of the nine self-identified as being a Louisville business owner/representative.

In June, Partners in Energy analyzed Louisville data to establish a decarbonization baseline including current decarbonization activities, demographic information, energy use, Xcel program participation and electric vehicle adoption.

July 2023 – Workshop 1

The first stakeholder workshop was held in July. The workshop included an overview of Partners in Energy, a project timeline, decarbonization overview, project scope, regional electrification efforts/plans and community (residential and commercial) demographic overview. Additionally, the stakeholder group discussed the vision for Louisville and potential decarbonization goals.

Discussion from stakeholders during Workshop 1 included:

- Xcel Energy’s 2030 and 2050 goals
- Cost analysis of capital infrastructure investment and maintenance required to achieve decarbonization
- Alignment with the City’s Internal Decarbonization Plan
- Long term strategies may need to be updated to reflect technological advances
- Decarbonization opportunities including a supportive and engaged community, growing sustainability staffing, participation in climate change solutions
- Decarbonization barriers including cost/competing budget priorities, lack of incentives, education, potential timeline and supply chain issues
- Louisville 20 year vision and community values
- Decarbonization metrics
- Levels of ambition in regards to decarbonization goal setting

Additionally, an online Community Decarbonization Plan project page was launched on the City’s engagement platform, Engage Louisville. Project information, workshop slides and notes are available to the public and community members are able to ask questions and engage with the project on this website.

August 2023 – Data Analysis, Proposed Goal and Strategy Creation

In August, Partners in Energy and staff utilized feedback from workshop 1 to develop proposed decarbonization goals for Louisville. Stakeholders said they wanted to see a measured, balanced approach to decarbonization that included alignment regionally. With that in mind, decarbonization goals that align with the Town of Superior were proposed. **The goals include a 60% reduction in greenhouse gas (GHG) emissions by 2030 and net-zero GHG emissions by 2050, in comparison to 2016 baseline emissions.** These goals are “middle of the road” in regards to the level of ambition and will be more ambitious early on and less ambitious as the electricity grid continues to decarbonize.

In August, Partners in Energy analyzed available Louisville data to model annual targets in the residential and commercial sectors in regards to energy efficiency, building electrification, transportation electrification and renewable energy to achieve the goals outlined above. The table below shows the results from the modeling exercise and outlines the progress needed annually to achieve proposed goals.

	<b>Metric</b>	<b>Residential</b>	<b>Commercial</b>	<b>Total</b>
<b>Energy Efficiency</b>	<i>Targeted DSM participation</i>	543	91	634
<b>Building Electrification</b>	<i>Premises electrified</i>	381 (2023-2030) 340 (2031-2050)	72 (2023-2030) 103 (2031-2050)	453 (2023-2030) 443 (2031-2050)
<b>Transportation Electrification</b>	<i>New EV's on the road</i>	~500 (2023-2032) and ~1,100 (2033-2050)		
<b>Renewable Energy</b>	<i>Participation in RE programs</i>	148 (new)	19 (new)	167 (new)

<b>Energy Efficiency</b>	<b>Building Electrification</b>	<b>Transportation Electrification</b>	<b>Renewable Energy</b>
+7% increase	Significant increase	100%-200% increase	70% increase

September 2023 – Workshop 2, Council Presentation & Community Survey

Workshop 2 was held in early September and included an overview of the Louisville decarbonization vision statement, residential and commercial energy use, energy conservation and renewable energy practices, regional comparison, community electric vehicle (EV) registrations, emissions forecast and proposed decarbonization goals. Results from the target and financial modeling was provided to the stakeholder group and this information was used to showcase and prioritize strategies that support decarbonization targets and goals. The stakeholder group prioritized strategies in the building efficiency/electrification, transportation electrification and renewable energy focus areas.

Discussion from stakeholders during Workshop 2 included:

- Plan vision statement alignment with City vision statement
  - Succinct, direct and memorable
  - Measured, equitable approach to decarbonization
- Strategy themes
  - Engage – authentic community engagement to identify barriers and solutions
  - Analyze – Complete foundational analyses to understand areas of opportunities (percentage of residential and commercial building stock currently decarbonized, buildings with systems nearing end of useful life)
  - Install – Identify low-hanging fruit and support project completions
  - Integrate – whenever possible, address all components of decarbonization (building, transportation, energy supply)
- Need to center equity in Plan development and focus on historically underrepresented groups in the community when developing programs and incentives

- Inclusion of like-for-like costs and rebates/incentive estimates in financial modeling and analysis

Additionally in September, project progress will be presented to City Council for feedback and direction. A community survey will be available on Engage Louisville beginning on September 25.

October 2023 – Workshop 3

Workshop 3 will be held in October 2023 and will focus on developing a detailed action plan for the prioritized strategies, focusing on short-term implementation over the next two years. Targets and metrics will be refined to measure strategy implementation and project performance.

Additionally, the community survey will close on October 20 and results from the survey will inform workshop 3 action plan development.

November 2023 – Key Informant Interviews and Decarbonization Plan Creation

In November, key informant interviews will be conducted and focus on community members that would like to contribute ideas/perspective to the project outside of the stakeholder group. Additionally, Partners in Energy will begin creation of the Community Decarbonization Plan, taking into consideration feedback from all stakeholders.

December 2023 – Workshop 4

Workshop 4 will be held in early December and will include a stakeholder group review of the draft action plan strategies, identified targets for each strategy to inform measured progress and a discussion about future financing opportunities to support implementation of the project.

Early 2024 – Council Presentation

In early 2024, the Plan will be presented to City Council for discussion and potential adoption.

**FISCAL IMPACT:**

This plan is being presented to Louisville as an Xcel Partners in Energy community at no-cost and does not incur a direct fiscal impact to the City.

The Community Decarbonization Plan may identify longer-term planning for needs related to electrification of community buildings and transportation.

**PROGRAM/SUB-PROGRAM IMPACT:**

Energy efficiency upgrades positively impact the Sustainability sub-program by reducing energy consumption and realizing cost savings. The objective of the Sustainability sub-program is to use environmental, economic, and human resources to meet present and







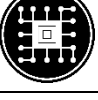

future needs without compromising the ecosystems on which we depend and to “actively pursue energy efficient upgrades to realize cost savings and reduce environmental impacts.”

Future renewables and electric vehicle planning will further support the Sustainability sub-program by further conserving resources and reducing operational negative environmental impact.

**ATTACHMENT(S):**

- 1. Presentation

**STRATEGIC PLAN IMPACT:**

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

Partners in Energy

# Community Decarbonization Plan Update

September 19, 2023



## WHAT IS PARTNERS IN ENERGY?

- Two-year collaboration with Xcel Energy to develop and implement **community's energy plan goals**.
- Opportunity to engage stakeholders, create goals and strategies, and develop a work plan to be successful.



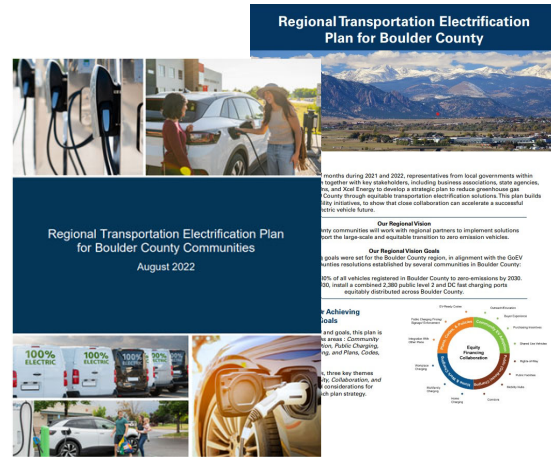
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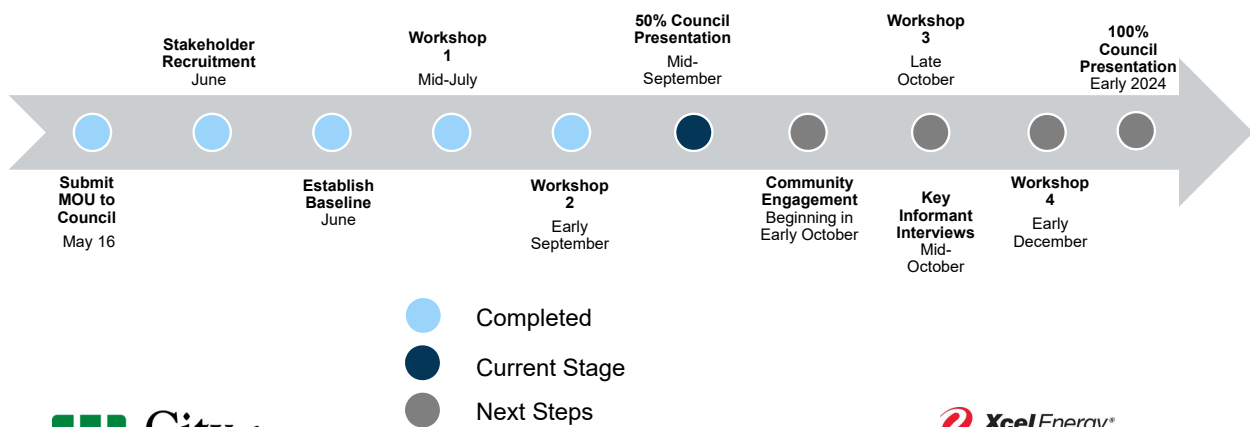
## DELIVERABLE: COMMUNITY DECARBONIZATION PLAN

Develop a Community Decarbonization Plan that establishes:

- The aspirational vision for Louisville's decarbonization future
- Baseline conditions to inform decarbonization actions
- Measurable decarbonization goals that build upon Louisville's Climate Action Goals Dashboard
- A strategic short-term and long-term approach to achieving goals
- Measurable targets to evaluate progress



## PLANNING TIMELINE

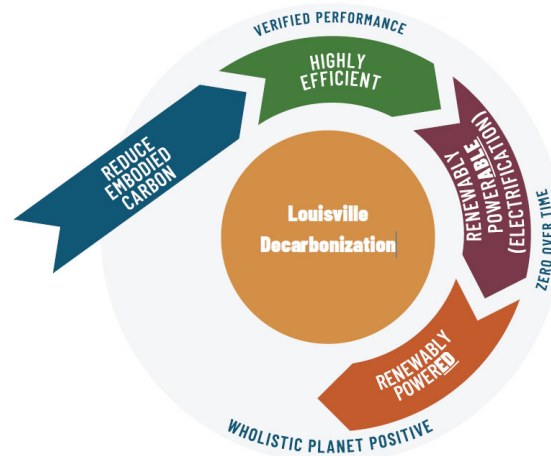


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## WHAT IS DECARBONIZATION

- **Retrofitting** buildings reduces carbon emissions associated with new construction
- Energy **efficient** buildings, equipment, and vehicles reduces potential energy use
- Electric building and transportation equipment are renewably **power-able**
- Equipment that is **renewably powered** helps realize Louisville's full decarbonization benefits



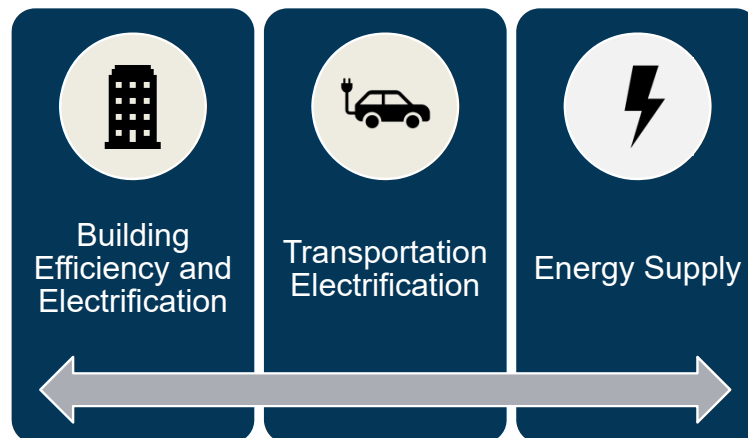
Source: City of Louisville Internal Decarbonization Plan (McKinstry, 2023)



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## WHAT IS INCLUDED IN THE SCOPE OF THIS PLAN?



6





## VISION CONCEPTS

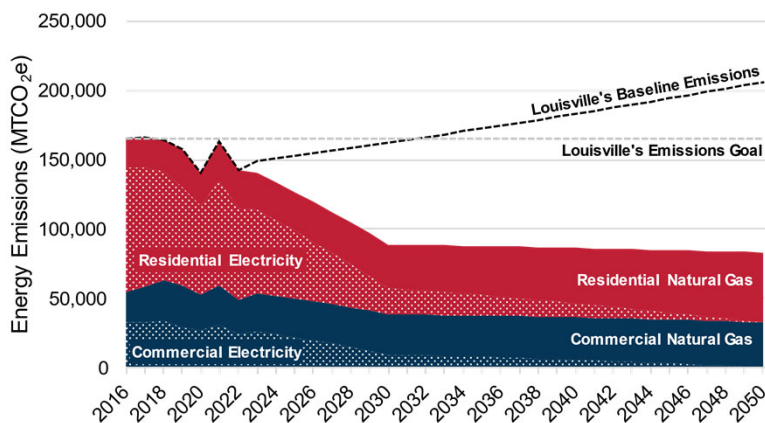
- Supportive of the City's broader vision to provide a "vibrant, healthy community"
- Succinct, direct, and memorable
- Working draft: A measured, equitable approach to decarbonization



Image Source: City of Louisville

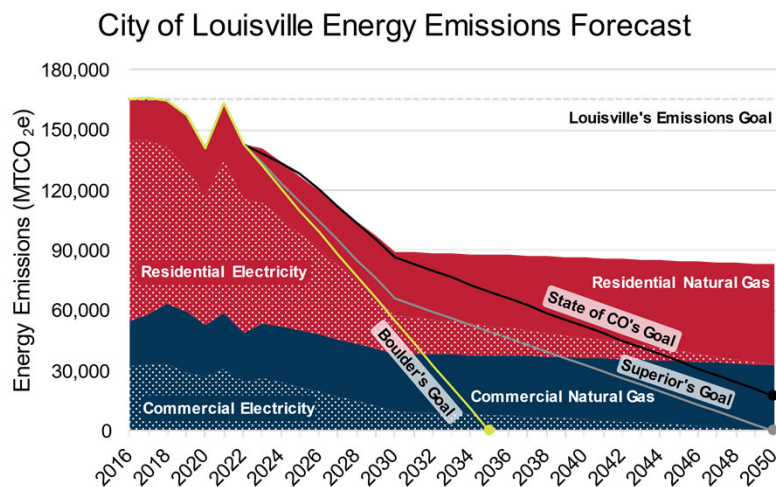
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## City of Louisville Energy Emissions Forecast



WHERE ARE LOUISVILLE'S EMISSIONS HEADING?





## ALIGNING WITH SUPERIOR'S GOAL...

60% below 2016 GHG emissions by 2030 and net-zero GHG emissions by 2050



## HOW WILL WE GET THERE

- Start with what we have – Sustainability Action Plan includes relevant strategies
- Identify what's missing/new, what needs clarity/more detail
- Evaluate for feasibility, impact, and fit
- Select best fit for near term (next 18 months), mid term and long term

### Key themes emerging from W2

- **Engage:** Authentic community engagement to identify custom barriers and solutions
- **Analyze:** Completing foundational analyses to understand areas of opportunities
- **Install:** Identifying low-hanging fruit and supporting in-the-ground solutions
- **Integrate:** Whenever possible, address all components of decarbonization



### Objectives:

- Confirm support for decarbonization goals
- Assess support for various funding mechanisms
- Identify barriers and opportunities

### Logistics

- Will be shared through Engage Louisville
- Will run through October
- Review results at W3 and use to inform strategy action plans and implementation

## COMMUNITY SURVEY

11

### Workshop 3: late-October

- Develop detailed action plans for strategies prioritized for short term implementation.
- Refine targets to help measure strategy implementation

### Workshop 4: early-December

- Review final plan framework
- Evaluate financing options

100% plan draft to Council early 2024

## NEXT STEPS

12



# Questions?

