

### **City Council**

### Agenda

Tuesday, June 18, 2024 Council Chambers 749 Main Street 6:00 PM

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

- You can call in to +1 719 359 4580 or 877 853 5247 (toll free)
   Webinar ID #876 9127 0986.
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council

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

- 1. CALL TO ORDER & ROLL CALL
- 2. APPROVAL OF AGENDA
- 3. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA

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

#### 4. CONSENT AGENDA

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

- **A.** Approval of Bills
- **B.** Approval of Minutes: October 17, 2023; November 28, 2023; December 5, 2023; May 28, 2024; June 11, 2024
- C. Approval of Holiday Lighting and Maintenance Agreement
- D. Approval of Contract with Granicus for GovAccess Website CMS and GovDelivery Email & SMS Communications Platform

#### Citizen Information

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

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

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

- E. Award Five-Year Trash, Recycling, and Compost Hauler Contract
- 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. PROCLAMATION OBSERVING JUNETEENTH NATIONAL INDEPENDENCE DAY
    - Introduction
    - Action
  - B. ORDINANCE NO. 1875, SERIES 2024 AN ORDINANCE IMPLEMENTING A RATE INCREASE IN THE EMERGENCY TELEPHONE CHARGE 1<sup>ST</sup> READING SET PUBLIC HEARING 7/9/24
    - Introduction
    - Action
  - C. EXECUTIVE SESSION

#### PERSONNEL MATTER

(Louisville Charter, Section 5-2(d) – Authorized Topics – Discussion of a personnel matter involving an employee directly appointed by the City Council and C.R.S. 24-6-402(4)(f))

City Attorney Requests the City Council Convene an Executive Session for the Purpose of Discussion of a Personnel Matter

#### REGULAR BUSINESS ITEMS SUSPENDED

- Request for Executive Session
- City Clerk Statement
- City Attorney Statement of Authority
- City Council Action on Motion for Executive Session
- Executive Session
- Council Reconvene

# REGULAR BUSINESS ITEMS CONTINUED REPORT – DISCUSSION/DIRECTION/ACTION — PERSONNEL MATTER

- 8. CITY ATTORNEY'S REPORT
- 9. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS
- 10. ADJOURN

#### ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 7/9/24.

This list is not inclusive; items are subject to change; additional items may be added.

- Parks & Rec Month Proclamation
- Commercial Energy Code Update 2<sup>nd</sup> Reading
- EV Charging Update 2<sup>nd</sup> Reading
- Emergency Telephone Charge Fee Increase 2<sup>nd</sup> Reading
- Discussion/Direction Psilocybin Regulations
- Discussion/Direction Board/Commission Engagement
- Commercial Building Code Update 1<sup>st</sup> Reading
- EV Charging Code Update 1st Reading
- Fence, Wall, Accessory Structure Use Credit 1<sup>st</sup> Reading

CASH ACCOUNT: 001000 101001 WARRANT: 053024 05/30/2024 VENDOR VENDOR NAME PURPOSE **AMOUNT** #5300089001 SOLAR PANEL L 3,729.33 14164 ALPINE BANK 14164 ALPINE BANK #5300177601 SOLAR PANEL L 5,429.18 14621 CHAD ROOT PER DIEM 6/13/24 - 6/15/2 134.50 8158 COLORADO DEPT OF REVENUE Payroll Run 1 - Warrant 0 586.42 15149 DENALI WATER SOLUTIONS LLC FACILITY ID #COLOUICI 1,977.36 10474 EDDIE ROSE DJ SERVICE 6/1/24 FOR TOU 400.00 Payroll Run 1 - Warrant 0 5255 FAMILY SUPPORT REGISTRY 173.53 CUST #114276 13642 HUBER TECHNOLOGY INC 1,360.00 TRAVEL REIMB 5/19/24 - 5/ TRAVEL REIMB 5/19/24 - 5/ 99999 GENNY KLINE 1,258.38 99999 NICK PROSSER 1,214.56 10884 WORD OF MOUTH CATERING INC LUNCHES SERVED 5/23/24 -1,563.75 3875 XCEL ENERGY 3875 XCEL ENERGY ACCT #53-8315925-3 23,283.53 ACCT #53-1879600-8 94,119.14 ACCT #936665 13790 ZAYO GROUP LLC 800.68 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ 136,030.36 14 INVOICES WARRANT TOTAL

\_\_\_\_\_

CASH ACCOUNT: 001000 101001 060624 06/06/2024 WARRANT: VENDOR VENDOR NAME PURPOSE **AMOUNT** 15205 3RD HARMONIC LIVE PRODUCTIONS 50% SUMMER CONCERTS IN TH 3.840.00 6195 AGITATOR DITCH CO 2024 ASSESSMENT 414.90 15491 ALICE M BOYLE APR & MAY 2024 SOCCER CAM 160.00 50% DEPOSIT 7/4/24 13051 AMBERG ENTERTAINMENT CO 1,258.83 7450 BASE LINE LAND & RESERVOIR CO 2024 ASSESSMENT 3,770.23 15368 CULTURAL CARAVAN FIRE STATION BLOCK PARTY 2,000.00 6642 DAVIDSON HIGH LINE LATERAL DIT 2024 ASSESSMENT 4,680.00 15149 DENALI WATER SOLUTIONS LLC CUST #1120056 4,276.56 15523 GOLF GURU LLC LESSONS 5/19/24 - 5/31/24 665.00 13642 HUBER TECHNOLOGY INC CUST #114276 1,565.00 15835 JOHN BREWSTER SHEEHAN LLC 6/7/24 FIRST FRIDAY 350.00 15634 MAUREEN SCHREINER LESSONS 5/19/24 - 5/31/24 513.10 6763 MCGINN DITCH COMPANY 2024 ASSESSMENT 4,200.00 14801 MELENDEZ GOLF LLC LESSONS 5/19/24 - 5/31/24 1,207.50 99999 KIANA FREEMAN MILEAGE REIMBURSEMENT MAY 99.83 99999 KURT KOWAR PER DIEM ANAHEIM, CA 6/9/ 333.00 14532 UNITED REFRIGERATION INC CUST #1141892 167.99 CUST #1141892 12.48 14532 UNITED REFRIGERATION INC 10884 WORD OF MOUTH CATERING INC LUNCHES SERVED 5/30/24 -2,057.50 \_\_\_\_\_\_ ======= 19 INVOICES WARRANT TOTAL 31,571.92

\_\_\_\_\_\_

CASH ACCOUNT: 001000 101001 WARRANT: 061824 06/18/2024 AMOUNT VENDOR VENDOR NAME PURPOSE

15842 14121 14547 14547 14669	AARON VOGELSBERG ACUSHNET COMPANY ADIDAS AMERICA INC	POLICE SUPPORT TECH	4,000.00
14121 14547 14547 14669	ACUSHNET COMPANY ADIDAS AMERICA INC ADIDAS AMERICA INC AG INVESTIGATIONS LLC	ACCT #US00002149\US000602 CUST #38058001 CUST #38058001 POLICE SUPPORT TECH	284.97 111.00 363.00
14547 14547 14669	ADIDAS AMERICA INC ADIDAS AMERICA INC AG INVESTIGATIONS LLC	CUST #38058001 CUST #38058001 POLICE SUPPORT TECH	111.00 363.00
14669	AG INVESTIGATIONS LLC	POLICE SUPPORT TECH	363.00
			1,000.00
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #870150	
		ACC1 #670139	290.00
15750	ALPINE SHADE MASTERS, INC.	SHADE SAID	587.50
15226	AMERICAN TRAINCO LLC	BASIC ELECTRICITY 5/22/23	2,590.00
15707	AMERICAN WEST CONSTRUCTION, LL	2023 WATER MAIN REPLACEME	15,137.50
11455	APC CONSTRUCTION CO LLC	2024 STREET RESURFACING P	566,809.36
13579	ASSA ABLOY ENTRANCE SYSTEMS US	CUST #800074	6,354.22
15803	AUSMUS LAW FIRM, P.C.	JUNE 2024 PROSECUTING ATT	1,500.00
15457 15457	AUTOMATED LOGIC CONTRACTING SE AUTOMATED LOGIC CONTRACTING SE	CUST PO #RTU-12 REF #6220232637	300.00 835.00
10801 10801 10801	BADGER METER INC	CUST #51080 CUST #51080 CUST #51080	108.00 108.00 -120.00
14282	BIBLIOTHECA LLC	CUST #C0000970-US	1,294.81
14251	BK TIRE INC	PO #3602 WORK ORDER #W-1	287.62
11605 11605 11605	BOBCAT OF THE ROCKIES LLC BOBCAT OF THE ROCKIES LLC BOBCAT OF THE ROCKIES LLC	ACCT #021884 ACCT #021884 ACCT #021884	100.68 746.40 121.41
640	BOULDER COUNTY	2024 ANNUAL FEE - HMMF	2,196.00
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488	183.60
1122	BRETSA	4/18/24 ACCT #9020936011	32.81
	BRIDGE HOUSE BRIDGE HOUSE	MAY 2024 MAY 2024 BRIDGEHOUSE HOUR	2,334.50 1,919.32
9838	BRIGHTVIEW LANDSCAPE SERVICES	CUST #21013249	31,743.91

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15547	BSN SPORTS LLC	CUST #12149101	149.56
14403	CALLAWAY GOLF	ACCT #18883	118.86
248	CDW GOVERNMENT		1,895.24
10773 10773 10773 10773 10773	CENTRIC ELEVATOR CORP	ACCT #156502 ACCT #164400 JOB #1427 ACCT #156502 JOB #4822 ACCT #156501 JOB #3757 ACCT #156600 JOB #265	606.62 362.15 606.62 323.50 355.76
15216	CHARLES D JONES CO	CUST #12341	74.52
2220 2220	CHEMTRADE CHEMICALS US LLC CHEMTRADE CHEMICALS US LLC	CUST #12341 CUST #401485 CUST #401485	6,643.99 6,702.64
4785 4785	CINTAS CORPORATION #66 CINTAS CORPORATION #66	CUST #12522401 CUST #12522401	320.75 324.40
1120 1120 1120 1120 1120 1120 1120 1120	COLORADO ANALYTICAL LABORATORI	WWTP - Upstream Quarterly WWTP - EFFLUENT - QUARTER WWTP - BIOSOLIDS - PFAS - WWTP - EFFLUENT - MONTHLY WWTP - EFFLUENT - MONTHLY WWTP - INFLUENT - WEEKLY WWTP - TABLE II-INF AND E WWTP - UPSTREAM METALS - WWTP - EFFLUENT - MONTHLY WWTP - SOLIDS - MONTHLY WWTP - INFLUENT - WEEKLY WWTP - INFLUENT - WEEKLY WWTP - CTC LIFT STATION WWTP - INFLUENT - WEEKLY	423.00 423.00 575.00 92.70 92.70 126.00 999.00 282.60 189.00 240.00 81.00 369.00 126.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000409630	967.08
14601	COLORADO GOLF ASSOCIATION	CLUB ACCT #11092	1,075.00
15611	CONTROLOGY STUDIO LLC	MAY 2024 CONTROLOGY PILAT	537.60
15414	CORA BRACHO-TROCONIS	JUNE 2024 CBART CLASSES	105.00
	CORE & MAIN LP CORE & MAIN LP	ACCT #103796 ACCT #103796	2,040.00 179.04
15304	CORONA ENVIRONMENTAL CONSULTIN	PROJ #MARSHALL FIRE RECOV	1,926.00
	CPS DISTRIBUTORS INC CPS DISTRIBUTORS INC	ACCT #12010000 ACCT #12010000	394.74 198.00

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
	CPS DISTRIBUTORS INC		459.42 80.54
12428	CUMMINS SALES AND SERVICE	CUST #479194	2,044.76
	CURTIS, JUSTUS, & ZAHEDI, LLC		7,100.00
15036	DAVID J. THROWER	MAY 2024 MUNICIPAL JUDGE	2,800.00
1600	DAVIDSON DITCH & RESERVOIR CO	2024 ASSESSMENT	15,416.14
11476 11476 11476 11476 11476 11476	DBC IRRIGATION SUPPLY	CUST #1268 CUST #1268 CUST #1268 CUST #1268 CUST #1268 CUST #1268	249.02 622.56 28.41 547.41 352.89 612.51
14529	DE NORA WATER TECHNOLOGIES INC	CUST #30006141	1,844.57
15149 15149 15149 15149	DENALI WATER SOLUTIONS LLC DENALI WATER SOLUTIONS LLC DENALI WATER SOLUTIONS LLC DENALI WATER SOLUTIONS LLC	CUST #1120056 CUST #1120056 CUST #1120056 CUST #1120056	3,193.17 3,098.07 2,032.27 1,973.91
	DIAZ CONSTRUCTION GROUP		59,420.50
15375	DONNA L. MAYO	MAH JONGG MAY 2024	280.00
1780	EBSCO	ACCT #LA64233-75	268.00
14924 14924	ECO PROMOTIONAL PRODUCTS INC ECO PROMOTIONAL PRODUCTS INC	SO-00598 EPP SO #SO-00598	15,611.20 2,745.40
13009	EIDE BAILLY LLP	CLIENT #80119 AUDIT FOR	31,050.00
14782	FACE FIESTA INC	EXPRESSING YOUR SUPER FAN	400.00
13916	FERGUSON WATERWORKS	CUST #29809	745.08
15443	FOUNTAIN PEOPLE INC. A PLAYCOR	CUST #0306029	150.00
14936	GOLDEN AUTOMATION LLC	LOUISVILLE ETHERNET MIGRA	2,220.00
15511	GORDON G. MADONNA	PRES & REST GRANT	12,292.99
246	GREEN MILL SPORTSMAN CLUB	MAY 2024 OFFICER TRAINING	450.00
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL10	931.00

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15381	HICKS CONTRACTORS SERVICES LLC	REPAIR CONCRETE IN BASIN	1,300.00
13642	HUBER TECHNOLOGY INC		614.00
15329	IMEG CORP	SERVICES THROUGH 5/26/24	960.00
15337	SLADE GLASS CO.	QUOTE #106552	810.00
15261 15261 15261 15261 15261 15261 15261 15261	WESTERN PAPER DISTRIBUTORS	QUOTE #106552  CUST ID #244097 CUST #2050766	131.91 166.51 341.93 1,257.72 453.65 176.13 4,084.10 329.16
9710	INDUSTRIAL CHEMICALS CORP	CUST #4218000	17,869.21
2615 2615 2615 2615 2615 2615 2615 2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	315.72 435.18 265.37 373.37 446.38 185.28 337.40 258.93 162.44 181.77 280.79 258.76 388.76 164.63 647.25 217.60 352.71 595.04 535.65 296.12 331.56
	INVISION GIS LLC INVISION GIS LLC	MAY 2024 MAY 2024	1,521.25 2,610.00
14239 14239	JC GOLF ACCESSORIES JC GOLF ACCESSORIES	ACCT #COALCRK ACCT #COALCRK	177.87 116.49
15693	JESSICA BRONSON	GRANT FOR PRESERVATION &	106,345.00
15499	KATHRYN A MIHELIC	PICKLEBALL CONTRACTOR MAY	756.00

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15492	LAUREN FREEMAN	INTERPRETER FOR SOCCER GA	800.00
		JUMP ROPE TEAM 1/10/24 -	
14068	MAC EQUIPMENT INC	CONTACT ID #394	486.20
10630 10630 10630	MARVS QUALITY TOWING INC MARVS QUALITY TOWING INC MARVS QUALITY TOWING INC	6/1/24 Main St & South St 6/1/24 Main St & South S 6/1/24 1055 Cannon to 116	90.00 90.00 90.00
14071	MARY RITTER	H2O RUNNING CLASSES 5/2/2	1,096.20
14918 14918 14918 14918 14918 14918 14918	MIZUNO USA INC - NDC	CUST ACCT #161027 CUST ACCT #161027	500.00 1,957.44 821.56 3,376.67 1,626.13 1,216.59 1,260.31 -1,861.44
		MASTERING THE CUSTOMER EX STEP MANAGEMENT DEVEL 4/2	
14768 14768	MOJOS CLEANING SERVICES INC MOJOS CLEANING SERVICES INC	JUNE 2024 JANITORIAL SERV MAY 2024 PARKS JANITORIAL	33,533.41 3,300.00
11061	MOUNTAIN PEAK CONTROLS INC MOUNTAIN PEAK CONTROLS INC	PROJ #29576	725.00 435.00
10541 10541 10541 10541	MTH FAMILY LLC	CUST #7703 CUST #7703	1,246.85 2,107.10 314.25 495.90 119.25 123.65 991.55 277.70 210.25 97.50 411.75 487.60 212.45 522.40 487.60 293.90
	NORTH STAR CLEANING SERVICES L NORTH STAR CLEANING SERVICES L		1,055.00 285.00

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999 99999 99999 99999 99999 99999 9999	KRIS NELSON DANIEL WEINSTOCK CRYSTAL CHIU MARY BRUNNER MARY MCDANIEL REGAL CINEMAS, INC. B&B ELECTRICAL, LLC THE PROFESSIONAL GOLFERS' ASSO LIFETIME WINDOWS AND SIDING	REFUND LOUISVILLE REC CEN TUITION REIMB SPRING 2024 REFUND LOUISVILLE REC CEN REFUND LOUISVILL REC CENT REFUND LOUISVILLE REC CEN REFUND LICENSE, MANAGER & REFUND PERMIT #MEP-5353-2 2024-2024 ANNUAL DUES REFUND PERMIT #MISC-10247	186.00 1,150.00 518.00 62.00 232.00 205.00 539.60 689.00 1,186.08
14926	OUTDOOR CUSTOM SPORTSWEAR LLC	CUST ID #0105124	163.50
13649	OUTDOOR CUSTOM SPORTSWEAR LLC OVERDRIVE INC	CUST ID #1100-0005	477.07
15770	PARK CONSULTING GROUP, INC.	MAY 2024 Consulting Supp	4,425.00
	PING INC PING INC		
14271	PIONEER MANUFACTURING COMPANY	CUST ID #CI6853	2,442.53
14675	POINT AND PAY LLC	APRIL 2024 CREDIT CARD FE	5,798.95
	PRECISE MRM LLC	CUST #679650	320.00
14086	PRESTIGE FLAG	CUST #COAL02	616.81
14394 14394	PROS PLUS LLC PROS PLUS LLC	SENIOR SOFTBALL UMPIRE SENIOR SOFTBALL UMPIRE	95.00 95.00
13549 13549	PROS PLUS LLC PROS PLUS LLC  PUSH PEDAL PULL INC PUSH PEDAL PULL INC	CUST #0002335 CUST #0002335	970.00 2,115.00
14844 14844	REPUBLIC SERVICES INC #535 REPUBLIC SERVICES INC #535	ACCT #3-0535-0109715 ACCT #3-0535-9535390	5,399.69 131,250.32
670	RESOURCE CENTRAL	2024 Water Conservation P	1,766.67
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	75.80
14297	ROCKFAN ENTERTAINMENT	CUST ID #886 JOB ID #858	31,875.82
15834	ROLL RITE	CUST #CUS-793037	746.59
15714	ROSALIE OLSON	SPANISH CLASSES 5/1/24 -	280.00
15085	SAGACITY GOLF TECHNOLOGIES INC	JUNE 2023 MARKETING SOFTW	295.00
15497	SENERGY PETROLEUM LLC	CUST ID #84628	1,262.47

VENDOR VENDOR NAME	PURPOSE	AMOUNT
15594 SIMPLER SYSTEMS, INC	MAY 2024 Consulting Servi	1,000.00
14818 SITEONE LANDSCAPE SUPPLY LLC 14818 SITEONE LANDSCAPE SUPPLY LLC 14818 SITEONE LANDSCAPE SUPPLY LLC 14818 SITEONE LANDSCAPE SUPPLY LLC	CUST #290129 CUST #290129 CUST #290129 CUST #290129	470.96 871.25 33.26 81.38
15206 SMITH POWER PRODUCTS, INC 15206 SMITH POWER PRODUCTS, INC 15206 SMITH POWER PRODUCTS, INC 15206 SMITH POWER PRODUCTS, INC	CUST #060906 0000 CUST #060906 0000 CUST #060906 0000 CUST #060906 0000	950.68 1,207.18 1,017.71 860.25
14396 SPRONK WATER ENGINEERS INC		
15758 TEXTRON E-Z-GO LLC 15758 TEXTRON E-Z-GO LLC 15758 TEXTRON E-Z-GO LLC 15758 TEXTRON E-Z-GO LLC		
7917 THE AQUEOUS SOLUTION INC	AIR COMPRESSION TUBING FO SODIUM HYPOCHLORITE CLOR MOR CHLORINE & COMBO BACKSTROKE FLAGS	44.74 668.50 149.58 881.50
7917 THE AQUEOUS SOLUTION INC 15625 TOP GOLF USA, INC. 15625 TOP GOLF USA, INC. 15625 TOP GOLF USA, INC.	ACCT #1030920 ACCT #1030920 ACCT #1030920	4,200.00 4,200.00 4,200.00
4765 UNCC	MAY 2024 MEMBER ID #487	1,653.78
15065 UNDERWATER RECOVERY SPECIALIST 15065 UNDERWATER RECOVERY SPECIALIST 15065 UNDERWATER RECOVERY SPECIALIST 15065 UNDERWATER RECOVERY SPECIALIST	MAY 2024	1.2/6.65
4875 UNIVAR SOLUTIONS USA INC	CUST #790754	10,805.94
10351 US BANK	ACCT #216201000	330.00
15560 USABLUEBOOK 15560 USABLUEBOOK 15560 USABLUEBOOK 15560 USABLUEBOOK 15560 USABLUEBOOK 15560 USABLUEBOOK	CUST #69261 CUST #69261 CUST #69261 SALES ORDER #S03355970 CUST #69261 SALES ORDER #S03337025	126.14 971.19 572.03 526.50 902.42 944.95
13851 VELOCITY PLANT SERVICES LLC	3/28 SITE LAYOUT AND CONC	2,400.00
5311 VERMONT SYSTEMS INC	CUST #VS-000104	4,450.00

06/12/2024 14:00 | City of Louisville, CO tscott | DETAIL INVOICE LIST

|P 8 |apwarrnt

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15668	WELL GROUNDED ELECTRICAL SERVI	SERVICE CALL	675.00
	WILBUR-ELLIS COMPANY LLC WILBUR-ELLIS COMPANY LLC	ACCT #2157891 ACCT #2157891	325.00 410.60
14050	YBA SHIRTS INC	CLIENT ID #1628666	2,488.50
======	244 INVOICES	WARRANT TOTAL	1,327,831.02

#### CITY OF LOUISVILLE

#### PURCHASE CARD SUMMARY

#### STATEMENT PERIOD 4/21/24 - 5/20/24

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
21ST CENTURY EQUIPMENT	FORT COLLINS	JOSE TORRES	OPERATIONS	05/07/2024	446.93
2510 - CPS DSTRBTRS	WESTMINSTER	DAVID DEAN	GOLF COURSE	05/03/2024	1,028.92
4 ALL PROMOS	ESSEX	SCOTT MOORE	POLICE	04/24/2024	244.02
4IMPRINT, INC	4IMPRINT.COM	SCOTT MOORE	POLICE	05/07/2024	378.74
7SHIFTS	WILMINGTON	DAVID BARIL	GOLF COURSE	05/12/2024	76.99
ABO S PIZZA LOUISVIL	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	04/25/2024	103.60
ACE EQUIPMENT AND SUPP	HENDERSON	VICKIE ILKO	OPERATIONS	05/15/2024	894.00
ACT*BIRD CONSERVANCY	DALLAS	ANIKA VAN WOUDENBERG	REC CENTER	05/17/2024	360.00
ADOBE *ADOBE	4085366000	KURT KOWAR	PUBLIC WORKS	05/08/2024	31.12
ADOBE *ADOBE	4085366000	DEREK COSSON	CITY MANAGER	05/01/2024	79.99
AFP*COLORADO ASSOCIATI	CASTLE ROCK	ERICA BERZINS	POLICE	04/23/2024	150.00
AIRBOUND	FORT COLLINS	AMANDA PERERA	REC CENTER	05/10/2024	515.00
ALLDATA	800-859-3282	MASON THOMPSON	OPERATIONS	05/02/2024	125.00
ALPHA GOLF	8187259720	PAMELA PETERSON-HOHS	GOLF COURSE	04/29/2024	48.86
AMAZON MAR* 111-132366	SEATTLE	JULIE SEYDEL	REC CENTER	04/19/2024	131.17
AMAZON MAR* 112-823934	SEATTLE	DANIEL WOOLDRIDGE		04/24/2024	183.61
AMAZON MAR* 112-960040	SEATTLE	PEGGY NORRIS	LIBRARY	04/22/2024	7.89
AMAZON MAR* 113-881105	SEATTLE	JILL SIEWERT	LIBRARY	05/14/2024	123.93
AMAZON MAR* 113-881105	SEATTLE	JILL SIEWERT	LIBRARY	05/14/2024	20.25
AMAZON MARKE* 05012024	SEATTLE	JEFF OWENS	WATER	05/03/2024	100.57
AMAZON PRIME*SS5PL4FG3	888-802-3080	KATIE BEASLEY	REC CENTER	05/09/2024	4.35
AMAZON RET* 112-128998	SEATTLE	JEN KENNEY	POLICE	04/23/2024	51.99
AMAZON.COM	SEATTLE	JILL SIEWERT	LIBRARY	05/02/2024	19.96
AMAZON.COM*1U6IU3X33	SEATTLE	DAVID DEAN	GOLF COURSE	05/17/2024	81.19
AMAZON.COM*4E7SG7YD3	SEATTLE	MEREDYTH MUTH	CITY MANAGER	04/30/2024	69.99
AMAZON.COM*5D25S1SR3	SEATTLE	GREG VENETTE	WATER	04/24/2024	210.15
AMAZON.COM*AS54R3FX3	SEATTLE	JILL SIEWERT	LIBRARY	04/24/2024	243.68
AMAZON.COM*CN6105533	SEATTLE	KATIE BEASLEY	REC CENTER	05/14/2024	117.89
AMAZON.COM*FE4LA1D13	SEATTLE	JILL SIEWERT	LIBRARY	04/24/2024	35.92
AMAZON.COM*H87F63ZZ3	SEATTLE	PAMELA LEMON	REC CENTER	05/09/2024	239.89
AMAZON.COM*NP6OO4U73	SEATTLE	JILL SIEWERT	LIBRARY	04/24/2024	17.96
AMAZON.COM*0851P05A3	SEATTLE	KEVIN FREY	FACILITIES	04/28/2024	158.85
AMAZON.COM*OD98Y1O13	SEATTLE	DAVE TOVEY	IT	05/17/2024	215.42
AMAZON.COM*T153C3L83	SEATTLE	LIGEA FERRARO	CITY MANAGER	05/14/2024	89.99
AMAZON.COM*VK2599GS3	SEATTLE	DEVIN MADIGAN	WASTEWATER	04/26/2024	96.48
AMAZON.COM*XO8N906R3	SEATTLE	NICHOLAS POTOPCHUK	PARKS	05/08/2024	26.43
AMER CRIME PREV INST	GOSHEN	SCOTT MOORE	POLICE	05/07/2024	300.00

Page 1 of 15 14

	1	T	T		
AMERICAN AED LLC	MIRAMAR	KEVIN FREY	FACILITIES	04/19/2024	268.00
AMERICAN AIRLINES	FORT WORTH	TANYA SCOTT	FINANCE	04/26/2024	641.20
AMERICAN AIRLINES	FORT WORTH	TANYA SCOTT	FINANCE	04/26/2024	641.20
AMERICAN PLANNING A	3124319100	ROBERT ZUCCARO	PLANNING	04/26/2024	681.33
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	05/04/2024	230.00
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	05/01/2024	190.00
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	04/24/2024	460.00
AMERICAN WATER COLLEGE	VALLEY MILLS	TREVOR DEPEW	WATER	05/08/2024	58.33
AMERICAN WATER WORKS A	DENVER	MELISSA TRACY	PUBLIC WORKS	05/03/2024	263.00
AMZN MKTP US	AMZN.COM/BILL	TANYA SCOTT	FINANCE	05/14/2024	77.87
AMZN MKTP US	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/14/2024	54.76
AMZN MKTP US	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/08/2024	26.71
AMZN MKTP US	AMZN.COM/BILL	KEVIN FREY	FACILITIES	05/03/2024	45.00
AMZN MKTP US*0M9BF42Q3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	05/10/2024	17.31
AMZN MKTP US*0Y9HJ8G23	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/18/2024	49.98
AMZN MKTP US*1V9MP6XM3	AMZN.COM/BILL	CHAD ROOT	BUILDING SAFETY	05/19/2024	37.92
AMZN MKTP US*1X34E90R3	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/08/2024	3.32
AMZN MKTP US*260WL6R13	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/19/2024	319.48
AMZN MKTP US*2F0TN6C03	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/15/2024	8.83
AMZN MKTP US*2N4XH3PL3	AMZN.COM/BILL	RAFAEL GUTIERREZ	POLICE	05/19/2024	5.99
AMZN MKTP US*3A0854YS3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	04/24/2024	899.10
AMZN MKTP US*3Q9M890H3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	04/30/2024	72.75
AMZN MKTP US*452ZZ9UO3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	05/04/2024	39.99
AMZN MKTP US*4G1QW9JD3	AMZN.COM/BILL	ROBERT ZUCCARO	PLANNING	04/20/2024	23.96
AMZN MKTP US*4Y30X9YM3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/18/2024	22.99
AMZN MKTP US*516O63G93	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/10/2024	59.97
AMZN MKTP US*5E9870J43	AMZN.COM/BILL	KEVIN FREY	FACILITIES	05/04/2024	27.99
AMZN MKTP US*627AY2PQ3	AMZN.COM/BILL	KATIE TOFTE	REC CENTER	05/02/2024	25.26
AMZN MKTP US*6T0471LG3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/06/2024	32.28
AMZN MKTP US*773ZI6Y33	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/11/2024	17.98
AMZN MKTP US*7N9DO7VV3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	04/23/2024	89.97
AMZN MKTP US*867DT7A53	AMZN.COM/BILL	KELLY THARP	OPERATIONS	04/26/2024	19.98
AMZN MKTP US*9H1AU2FL3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	04/21/2024	50.78
AMZN MKTP US*9N7G45QM3	AMZN.COM/BILL	GREG VENETTE	WATER	04/24/2024	17.01
AMZN MKTP US*9S2NO0KN3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/11/2024	4.99
AMZN MKTP US*A65E588W3	AMZN.COM/BILL	TREVOR DEPEW	WATER	04/26/2024	205.14
AMZN MKTP US*AO4563HH3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	04/26/2024	238.38
AMZN MKTP US*AP4U379V3	AMZN.COM/BILL	JEFF OWENS	WATER	05/16/2024	338.50
AMZN MKTP US*AY8HV5IZ3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/10/2024	42.00
AMZN MKTP US*AZ0Z22V03	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	04/21/2024	317.94
AMZN MKTP US*B82AW2CT3	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	05/07/2024	13.98
AMZN MKTP US*BC3JM63Q3	AMZN.COM/BILL	TANYA SCOTT	FINANCE	05/17/2024	1,084.95

Page 2 of 15 15

AMZN MKTP US*BF84V68H3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	05/05/2024	162.06
AMZN MKTP US*BO36T54Z3	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/14/2024	40.46
AMZN MKTP US*CU2Q988L3	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	05/07/2024	38.28
AMZN MKTP US*CX0A50JG3	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	04/23/2024	107.94
AMZN MKTP US*CY25N29H3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	04/26/2024	145.47
AMZN MKTP US*DF8U97F93	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/13/2024	184.28
AMZN MKTP US*DH1KL4FT3	AMZN.COM/BILL	MIKE MILLER	POLICE	04/22/2024	20.99
AMZN MKTP US*DR6IC2YQ3	AMZN.COM/BILL	LANCE PFEIFER	GOLF COURSE	05/15/2024	16.97
AMZN MKTP US*DT2T807C3	AMZN.COM/BILL	DANIEL WOOLDRIDGE		05/01/2024	7.04
AMZN MKTP US*EY63E9FC3	AMZN.COM/BILL .	JEFF OWENS	WATER	05/01/2024	55.20
AMZN MKTP US*F12TF84G3	AMZN.COM/BILL	DANIEL WOOLDRIDGE		04/24/2024	437.16
AMZN MKTP US*FD56T8E53	AMZN.COM/BILL	ERICA BERZINS	POLICE	04/26/2024	15.99
AMZN MKTP US*FF63V2Q53	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/07/2024	38.88
AMZN MKTP US*FH5CJ22B3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	05/13/2024	39.49
AMZN MKTP US*G063P52G3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	04/19/2024	98.00
AMZN MKTP US*GA3HA9G83	AMZN.COM/BILL .	JEFF OWENS	WATER	05/17/2024	223.78
AMZN MKTP US*IP8HG9TD3	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	05/08/2024	18.79
AMZN MKTP US*IT6F50I03	AMZN.COM/BILL	NICK PROSSER	IT	05/07/2024	43.29
AMZN MKTP US*J260E7K43	AMZN.COM/BILL	MARLA OLSON	PARKS	05/06/2024	89.98
AMZN MKTP US*JO4YJ8VH3	AMZN.COM/BILL	CHAD ROOT	BUILDING SAFETY	05/09/2024	49.49
AMZN MKTP US*K09ZK6RD3	AMZN.COM/BILL	CATHERINE JEPSON	PARKS	04/30/2024	139.99
AMZN MKTP US*K34RZ1BB3	AMZN.COM/BILL	MARLA OLSON	PARKS	04/20/2024	9.34
AMZN MKTP US*L508B48B3	AMZN.COM/BILL	GREG VENETTE	WATER	04/24/2024	215.97
AMZN MKTP US*LC66I8HC3	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/03/2024	156.19
AMZN MKTP US*LZ4F61XJ3	AMZN.COM/BILL	KELLY THARP	OPERATIONS	04/26/2024	146.08
AMZN MKTP US*M850405B3	AMZN.COM/BILL	SCOTT MOORE	POLICE	04/23/2024	59.35
AMZN MKTP US*MO8KX2ZA3	AMZN.COM/BILL	SANDRA GROW	GOLF COURSE	05/13/2024	149.90
AMZN MKTP US*MP58B9QN3	AMZN.COM/BILL	NICK PROSSER	IT	05/16/2024	24.99
AMZN MKTP US*MX4EZ9KC3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/17/2024	67.35
AMZN MKTP US*N586J4V63	AMZN.COM/BILL	GREG VENETTE	WATER	04/19/2024	108.96
AMZN MKTP US*NL3JG0FV3	AMZN.COM/BILL	NICHOLAS POTOPCHUK	PARKS	04/26/2024	64.49
AMZN MKTP US*O32RV0D03	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	05/12/2024	16.99
AMZN MKTP US*O78IL10V3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	04/22/2024	26.91
AMZN MKTP US*OB4SP5FK3	AMZN.COM/BILL	PAUL BORTH	REC CENTER	05/15/2024	140.16
AMZN MKTP US*OD51A4D33	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	05/13/2024	246.45
AMZN MKTP US*QG5ZP5P03	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	05/08/2024	167.97
AMZN MKTP US*QM40X1A43	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	04/25/2024	50.51
AMZN MKTP US*QM4HX2BS3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	05/11/2024	41.15
AMZN MKTP US*RW9VD4173	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/12/2024	41.99
AMZN MKTP US*SS1AA1H83	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/07/2024	176.78
AMZN MKTP US*TE31I9UG3	AMZN.COM/BILL	NICHOLAS POTOPCHUK	PARKS	05/08/2024	71.93
AMZN MKTP US*TH9AX5L93	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/14/2024	69.33

Page 3 of 15 **16** 

AMZN MKTP US*UB1065863	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	04/22/2024	38.99
AMZN MKTP US*UE7DY65F3	AMZN.COM/BILL	ROBERT ZUCCARO	PLANNING	04/20/2024	15.02
AMZN MKTP US*UG4Y51TX3	AMZN.COM/BILL	ABBY MCNEAL	PARKS	04/21/2024	341.00
AMZN MKTP US*UJ5ZL3X83	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/07/2024	54.76
AMZN MKTP US*UN8U10HS3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	04/25/2024	48.00
AMZN MKTP US*V07EC8I13	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	05/13/2024	110.84
AMZN MKTP US*V902X64U3	AMZN.COM/BILL	NICK PROSSER	IT	04/25/2024	29.99
AMZN MKTP US*VO7EA0EE3	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/12/2024	129.98
AMZN MKTP US*VZ4196CU3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	04/24/2024	41.43
AMZN MKTP US*WK0DE1R53	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	04/22/2024	75.09
AMZN MKTP US*ZA1O443T3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	05/09/2024	31.99
AMZN MKTP US*ZG80J1HA3	AMZN.COM/BILL	JEFF OWENS	WATER	05/01/2024	240.00
AMZN MKTP US*ZL3OO0JG3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	04/18/2024	119.96
AMZN MKTP US*ZS52K9W23	AMZN.COM/BILL	KEVIN FREY	FACILITIES	04/19/2024	45.00
ANC*ANCESTRY.COM	LEHI	GIGI YANG	LIBRARY	05/15/2024	49.99
APEX PARK AND RECREATI	ARVADA	AMANDA PERERA	REC CENTER	05/01/2024	486.00
APPLE.COM/BILL	CUPERTINO	KURT KOWAR	PUBLIC WORKS	05/13/2024	103.76
APPLE.COM/US	800-676-2775	GINGER CROSS	GOLF COURSE	05/02/2024	102.74
ARROWSTAGELINES.COM	ОМАНА	KATIE TOFTE	REC CENTER	05/16/2024	1,195.00
ARROWSTAGELINES.COM	ОМАНА	KATIE BEASLEY	REC CENTER	05/15/2024	1,445.00
ARROWSTAGELINES.COM	ОМАНА	KATIE BEASLEY	REC CENTER	05/06/2024	1,780.00
AUSTIN HARDWARE & SUPP	816-246-2800	KEVIN FREY	FACILITIES	05/14/2024	400.99
AWWA EVENTS	303-794-7711	TANYA SCOTT	FINANCE	04/18/2024	1,135.00
AWWA EVENTS	303-794-7711	MELISSA TRACY	PUBLIC WORKS	04/18/2024	950.00
AWWA.ORG	303-347-6197	BENJAMIN FRANCISCO	OPERATIONS	05/10/2024	75.00
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/04/2024	.01
AMAZON.COM*041AE4V13	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/08/2024	69.98
AMAZON.COM*0K1BG5WP3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/17/2024	23.90
AMAZON.COM*0X6CM0EJ3	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/07/2024	66.56
AMAZON.COM*1C5EI5HD3	AMZN.COM/BILL	TREVOR DEPEW	WATER	05/09/2024	87.98
AMAZON.COM*3U1J58NP3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/17/2024	30.00
AMAZON.COM*748FH76P3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/15/2024	158.69
AMAZON.COM*7B6HW99I3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/03/2024	11.99
AMAZON.COM*7C8920HB3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/17/2024	10.58
AMAZON.COM*7N7EQ1GT3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/22/2024	39.96
AMAZON.COM*8K96K2IX3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/14/2024	19.95
AMAZON.COM*9Y87N2BC3	AMZN.COM/BILL	DANIEL BIDLEMEN	REC CENTER	05/17/2024	132.94
AMAZON.COM*CL57L6BM3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/27/2024	39.92
AMAZON.COM*CO3WO4VV3	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	05/02/2024	459.94
AMAZON.COM*D11JV9LF3	AMZN.COM/BILL	KELLY THARP	OPERATIONS	05/08/2024	4.99
AMAZON.COM*D775Q26W3	AMZN.COM/BILL	CHAD ROOT	BUILDING SAFETY	05/10/2024	15.73
AMAZON.COM*GL6A793U3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/23/2024	35.97

Page 4 of 15 17

AMAZON.COM*HP1MB8HU3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/22/2024	11.98
AMAZON.COM*KD4UF4413	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/03/2024	11.99
AMAZON.COM*KF05E8QR3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/14/2024	39.92
AMAZON.COM*MX9NQ9LN3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/08/2024	159.68
AMAZON.COM*UC5TE2IL3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	04/30/2024	43.39
AMAZON.COM*XV1CD4FF3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/19/2024	25.94
AMAZON.COM*ZA19Q15C3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	04/19/2024	13.98
BANNERS ON THE CHEAP	18003217265	SCOTT MOORE	POLICE	05/07/2024	165.56
BATTERIES+BULBS #0777	LAFAYETTE	MATT LOOMIS	PARKS	05/17/2024	5.15
BIZWEST-DIGITAL	GREELEY	ROBERT ZUCCARO	PLANNING	05/12/2024	11.00
BLACKJACK PIZZA - CO 0	LOUISVILLE	JACK MANIAN	OPERATIONS	04/26/2024	120.91
BOSS PRINTING	BROOMFIELD	ROBERT ZUCCARO	PLANNING	05/03/2024	123.69
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	05/17/2024	37.30
BROOKS GREASE SERVICE	918-836-1772	DAVID BARIL	GOLF COURSE	05/14/2024	475.00
CAPA	CENTENNIAL	MINDY OLKJER	PUBLIC WORKS	05/08/2024	250.00
CARAHSOFT TECHNOLOGY C	JILLIAN.SZCZE	LIGEA FERRARO	CITY MANAGER	05/17/2024	35.54
CARAHSOFT TECHNOLOGY C	JILLIAN.SZCZE	LIGEA FERRARO	CITY MANAGER	05/02/2024	51.34
CARAHSOFT TECHNOLOGY C	JILLIAN.SZCZE	PAULINA BENNETT	IT	04/25/2024	458.16
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	05/13/2024	42.88
CENTER COPY PRINTING	303-4406000	MELISSA TRACY	PUBLIC WORKS	05/08/2024	42.88
CENTER COPY PRINTING	303-4406000	MARLA OLSON	PARKS	05/07/2024	50.00
CENTER COPY PRINTING	303-4406000	TANYA SCOTT	FINANCE	05/02/2024	327.24
CENTER COPY PRINTING	303-4406000	MARLA OLSON	PARKS	05/01/2024	50.00
CHAMPION CLEANERS	LOUISVILLE	SCOTT MOORE	POLICE	05/02/2024	97.50
CHOICE SCREENING INC.	720-974-7878	LESLIE RINGER	HUMAN RESOURCES	05/01/2024	2,116.97
CITY OF NORTHGLENN ECO	NORTHGLENN	AMANDA PERERA	REC CENTER	05/06/2024	55.00
CLUBCONNECT	9136615569	LINDSEY WITTY	REC CENTER	05/01/2024	149.00
CO DEPT OF LABOR AND E	DENVER	BENJAMIN FRANCISCO	OPERATIONS	05/01/2024	36.55
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	04/23/2024	31.44
CO MOTOR VEH SERV EMV	DENVER	MASON THOMPSON	OPERATIONS	05/08/2024	40.74
CO MOTOR VEH SERV EMV	DENVER	MASON THOMPSON	OPERATIONS	04/30/2024	27.41
CO PARK* CO	WHEAT RIDGE	AMANDA PERERA	REC CENTER	04/29/2024	440.00
COACHING SYSTEMS	CENTENNIAL	KATIE BEASLEY	REC CENTER	04/19/2024	32.00
COAL CREEK ACE HARDWAR	LOUISVILLE	DEVIN MADIGAN	WASTEWATER	04/30/2024	53.57
COAL CREEK ACE HARDWAR	LOUISVILLE	BENJAMIN WHITE-PATAR	RINPARKS	04/21/2024	19.99
COLORADO ANALYTICAL	BRIGHTON	MINDY OLKJER	PUBLIC WORKS	04/18/2024	58.00
COLORADO CWP	719-5456748	TREVOR DEPEW	WATER	05/14/2024	50.00
COLORADO MUNICIPAL LEA	DENVER	LIGEA FERRARO	CITY MANAGER	04/19/2024	480.00
COLORADOCHAPTERICC.ORG	NORTHGLENN	CHAD ROOT	BUILDING SAFETY	04/18/2024	216.30
COLORADOMU* CO MUNICIP	NORTHGLENN	GENEVIEVE KLINE	CITY CLERK	04/18/2024	105.79
COMCAST CABLE COMM	800-COMCAST	SHARON NEMECHEK	LIBRARY	05/13/2024	111.95
COMCAST CABLE COMM	800-COMCAST	RAFAEL GUTIERREZ	POLICE	05/13/2024	49.95

Page 5 of 15 18

COMCAST CABLE COMM	800-COMCAST	MARLA OLSON	PARKS	04/28/2024	458.62
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	05/14/2024	129.89
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS		05/10/2024	115.00
COMCAST DENVER	800-266-2278	LESLIE RINGER	HUMAN RESOURCES	05/03/2024	455.43
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	04/29/2024	543.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	04/22/2024	195.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	04/22/2024	543.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	04/22/2024	181.00
CORNWELL TOOLS	DACONO	MASON THOMPSON	OPERATIONS	05/15/2024	344.95
COSTAR GROUP INC	WASHINGTON	AUSTIN BROWN	CITY MANAGER	05/18/2024	447.93
COSTAR GROUP INC	WASHINGTON	AUSTIN BROWN	CITY MANAGER	04/24/2024	447.93
COSTAR GROUP INC	WASHINGTON	AUSTIN BROWN	CITY MANAGER	04/23/2024	447.93
CRAIGSLIST.ORG	415-399-5200	PENNY FORD	<b>HUMAN RESOURCES</b>	04/20/2024	25.00
CVI FUNERAL SUPPLY	NEWTON	KERRY KRAMER	PARKS	05/16/2024	640.00
CANVA* 04142-45256128	KENT	GRACE JOHNSON	CITY MANAGER	05/07/2024	119.40
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	04/26/2024	117.58
DENVER CENTER FOR THE	303-893-4100	PATRICIA MORGAN	REC CENTER	05/17/2024	240.00
DENVER OIL	DENVER	LANCE PFEIFER	GOLF COURSE	05/03/2024	187.50
DENVER POST CIRCULATIO	DENVER	TANYA SCOTT	FINANCE	05/06/2024	1,196.00
DOLLAR TREE	LONGMONT	BARBARA MACFERRIN	HUMAN RESOURCES	05/13/2024	12.50
DOLLARTREE	LOUISVILLE	PAMELA LEMON	REC CENTER	04/22/2024	147.50
DONORBOX PLATFORM	ALEXANDRIA	GIGI YANG	LIBRARY	05/03/2024	1.62
DOUBLETREE	S BURLINGTON	JULIE SEYDEL	REC CENTER	05/07/2024	209.40
E 470 EXPRESS TOLLS	AURORA	TANYA SCOTT	FINANCE	05/06/2024	26.90
E 470 EXPRESS TOLLS	AURORA	RAFAEL GUTIERREZ	POLICE	04/26/2024	5.00
E 470 EXPRESS TOLLS	AURORA	RAFAEL GUTIERREZ	POLICE	04/26/2024	1.60
EINSTEIN'S C CONCOURSE	DENVER	MICHELLE CLINGAN	HUMAN RESOURCES	05/19/2024	9.39
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	05/02/2024	67.70
EONS LLC	RENO	JACOB MARINKOVICH	PARKS	05/15/2024	50.00
EONS LLC	RENO	KIANA FREEMAN	CITY MANAGER	05/14/2024	50.00
EONS LLC	RENO	NICHOLAS POTOPCHUK	PARKS	05/14/2024	50.00
ESTES PARK LODGING	ESTES PARK	BRENDON MEILI	PARKS	05/17/2024	165.07
ESTES PARK LODGING	ESTES PARK	BRENDON MEILI	PARKS	05/16/2024	555.93
EZ POOL & SPA SUPPLY L	PLAISTOW	DANIEL BIDLEMEN	REC CENTER	04/24/2024	405.90
EZCATERMAD GREENS	8004881803	MINDY OLKJER	PUBLIC WORKS	05/17/2024	117.00
EZCATERPAPA JOHNS	8004881803	KAYLA CORCELLI	PARKS	05/09/2024	76.00
FASTENAL COMPANY 01COB	LAFAYETTE	THOMAS CZAJKA	OPERATIONS	05/10/2024	6.33
FASTSIGNS 371501	BROOMFIELD	IRIS BELENSKY	LIBRARY	05/10/2024	50.00
FASTSIGNS 371501				1 1	60.28
	BROOMFIELD	ROBERT ZUCCARO	PLANNING	05/03/2024	
FASTSIGNS 371501	BROOMFIELD	CATHERINE JEPSON	PARKS	04/25/2024	75.00
FEDEX FREIGHT INC	HARRISON	LANCE PFEIFER	GOLF COURSE	04/20/2024	63.00
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	05/14/2024	54.52

Page 6 of 15 19

FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	05/08/2024	54.52
FELD FIRE	JOHN@FELDFIRE	TREVOR DEPEW	WATER	05/16/2024	530.10
FIRST CHOICE-BOYER S C	303-9649400	DAVID DEAN	GOLF COURSE	04/25/2024	22.39
FIRST CHOICE-BOYER S C	303-9649400	GREG VENETTE	WATER	04/25/2024	109.00
FIRST CHOICE-BOYER S C	303-9649400	LIGEA FERRARO	CITY MANAGER	04/25/2024	217.18
FS COM INC	NEW CASTLE	LIGEA FERRARO	CITY MANAGER	05/14/2024	50.20
FS COM INC	NEW CASTLE	DANIEL WOOLDRIDGE		04/23/2024	116.62
FUEL LOGIC	MIDLOTHIAN	JEFF DURBIN	CITY MANAGER	04/24/2024	1,886.71
FUEL LOGIC	MIDLOTHIAN	JEFF DURBIN	CITY MANAGER	04/24/2024	1,648.61
G & G EQUIPMENT	FREDERICK	BRADLEY AUSTIN	PARKS	05/17/2024	78.75
GLACIER PARK ONLINE	GLACIER PARK	MELISSA TRACY	PUBLIC WORKS	04/26/2024	286.72
GLWD HOT SPRINGS LODGE	GLENWOOD SPRI	LIGEA FERRARO	CITY MANAGER	04/19/2024	418.48
GOLF AND SPORT SOLUTIO	LA SALLE	DAVID DEAN	GOLF COURSE	04/26/2024	442.03
GOOFY FACES	ROCHESTER HIL	IRIS BELENSKY	LIBRARY	05/14/2024	60.00
GOVOS BOULDER RECORDS	DALLAS	GENEVIEVE KLINE	CITY CLERK	05/09/2024	20.00
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	04/26/2024	76.18
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	04/26/2024	8.19
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	04/26/2024	275.74
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	04/26/2024	138.43
GRAINGER	LAKE FOREST	LANCE PFEIFER	GOLF COURSE	04/22/2024	280.80
GRAND JUNCT *GOV	970-244-1581	JEN KENNEY	POLICE	04/30/2024	200.00
GRANTWATCH.COM	BOYNTON BEACH	LINDSEY WITTY	REC CENTER	05/07/2024	199.00
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	05/06/2024	279.22
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	05/03/2024	948.52
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	05/02/2024	994.92
GRIZZLY PRESSURE WASHI	GREELEY	SARA PECK	POLICE	05/15/2024	25.00
GROUSE MTN LODGE DESK	WHITEFISH	TANYA SCOTT	FINANCE	05/10/2024	1,244.48
H AND H LOVELAND AUTO	LOVELAND	JOSE TORRES	OPERATIONS	05/01/2024	295.80
HAL LEONARD CORPORATIO	WINONA	KATIE BEASLEY	REC CENTER	04/30/2024	147.59
HANGSAFEHOOKS.COM	NIXA	KATHY MARTIN	REC CENTER	05/02/2024	1,095.88
HARBOR FREIGHT TOOLS 4	THORNTON	VICKIE ILKO	OPERATIONS	05/09/2024	86.86
HARTFIEL SA FIERO	952-9742500	JEFF OWENS	WATER	04/22/2024	59.71
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	05/01/2024	451.95
HOMEDEPOT.COM	800-430-3376	BENJAMIN FRANCISCO	OPERATIONS	05/08/2024	22.89
HOMEDEPOT.COM	800-430-3376	BENJAMIN FRANCISCO	OPERATIONS	05/07/2024	80.50
HYATT HOTELS	DENVER	LIGEA FERRARO	CITY MANAGER	04/27/2024	269.00
HYATT HOTELS	CALGARY	GENEVIEVE KLINE	CITY CLERK	04/18/2024	202.85
IN *AMERICAN BIOIDENTI	303-8864747	AMANDA PERERA	REC CENTER	05/07/2024	54.50
IN *COLLATERAL RESOURC	970-8159080	JOSE TORRES	OPERATIONS	05/09/2024	379.50
IN *DUTY FREE PETS POO	303-3889373	NICHOLAS POTOPCHUK	PARKS	04/24/2024	750.00
IN *ELITE HOOD CLEANIN	720-3388788	DAVID BARIL	GOLF COURSE	05/10/2024	930.00
IN *KLEIBER INVESTIGAT	970-8468588	ROSS MURPHY	POLICE	05/08/2024	875.00

Page 7 of 15 **20** 

IN *KLEIBER INVESTIGAT	970-8468588	ROSS MURPHY	POLICE	05/08/2024	850.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	04/25/2024	90.00
IN *TOTAL TESTING	678-6484069	BARBARA NICKERSON	HUMAN RESOURCES	05/02/2024	75.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	JOSE TORRES	OPERATIONS	05/08/2024	232.60
INSTANT IMPRINTS LOUIS	LOUISVILLE	KATIE BEASLEY	REC CENTER	05/07/2024	15.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	BARBARA NICKERSON	HUMAN RESOURCES	04/19/2024	563.50
INTERMOUNTAIN SAFETY	GOLDEN	BENJAMIN FRANCISCO	OPERATIONS	05/11/2024	629.81
INTERMOUNTAIN SAFETY	GOLDEN	DEVIN MADIGAN	WASTEWATER	04/23/2024	158.26
JAX - 06	LAFAYETTE	BENJAMIN FRANCISCO	OPERATIONS	05/17/2024	153.13
JAX - 06	LAFAYETTE	BENJAMIN FRANCISCO	OPERATIONS	05/15/2024	62.01
JAX - 06	LAFAYETTE	CATHERINE JEPSON	PARKS	05/10/2024	22.52
JAX - 06	LAFAYETTE	KERRY KRAMER	PARKS	05/01/2024	24.77
JAX - 06	LAFAYETTE	JACOB MARINKOVICH	PARKS	04/23/2024	9.00
JERSEY MIKES 22024	LOUISVILLE	MARLA OLSON	PARKS	05/08/2024	219.78
JERSEY MIKES ONLINE UC	MANASQUAN	MARLA OLSON	PARKS	05/08/2024	227.32
JERSEY MIKES ONLINE UC	MANASQUAN	MARLA OLSON	PARKS	05/07/2024	227.32
JOHN E. REID & ASSOCIA	CHICAGO	JULIAN CLARK	POLICE	05/13/2024	850.00
KELLER AMERICA INC.	JCLUVERIUS@KE	TREVOR DEPEW	WATER	05/03/2024	421.77
KILROY'S INDY	INDIANAPOLIS	MICHELLE CLINGAN	HUMAN RESOURCES	05/19/2024	73.82
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/17/2024	57.38
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/17/2024	499.80
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	05/15/2024	49.24
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	05/14/2024	90.15
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/10/2024	79.36
KING SOOPERS #0013	LOUISVILLE	KAYLA CORCELLI	PARKS	05/08/2024	7.98
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/03/2024	93.24
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	04/26/2024	130.55
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	04/25/2024	2.50
KING SOOPERS #0013	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	04/25/2024	40.22
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	04/24/2024	30.98
KING SOOPERS #0013	LOUISVILLE	MICHELLE CLINGAN	HUMAN RESOURCES	04/23/2024	8.49
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	04/19/2024	39.99
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	04/19/2024	96.09
KING SOOPERS #0062	WESTMINSTER	LANA FAUVER	REC CENTER	05/05/2024	26.95
KING SOOPERS #0080	LONGMONT	BARBARA MACFERRIN	HUMAN RESOURCES	05/13/2024	36.92
LAMARS DONUTS 28	WESTMINSTER	NATHANIEL GOECKNER	PARKS	04/19/2024	47.98
LANDS END BUS OUTFITTE	DODGEVILLE	JEN KENNEY	POLICE	05/17/2024	150.68
LANGUAGE LINE	MONTEREY	MEREDYTH MUTH	CITY MANAGER	05/07/2024	32.95
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY	REC CENTER	05/08/2024	389.00
LEXISNEXIS EPIC	866-208-1420	RAFAEL GUTIERREZ	POLICE	04/26/2024	320.00
LOCO HERMANOS	LOUISVILLE	AMANDA PERERA	REC CENTER	05/08/2024	45.61
LOWES #03444*	ERIE	BRADLEY AUSTIN	PARKS	05/14/2024	78.98

Page 8 of 15 21

LOWES #03444*	ERIE	ED BLEVINS	IT	05/08/2024	5.48
LAMARS DONUTS #45	LOUISVILLE	JEN KENNEY	POLICE	04/23/2024	17.99
LINKEDIN JOB 955711424	MOUNTAIN VIEW	PENNY FORD	HUMAN RESOURCES	05/14/2024	178.00
MAC EQUIPMENT INC (LON	LONGMONT	AARON GRANT	PARKS	05/14/2024	104.10
MAILCHIMP *MISC	MAILCHIMP.COM	DEREK COSSON	CITY MANAGER	05/18/2024	514.25
MAILCHIMP *MISC	MAILCHIMP.COM	DEREK COSSON	CITY MANAGER	04/18/2024	514.25
MCCANDLESS TRUCK CENTE	AURORA	MASON THOMPSON	OPERATIONS	05/08/2024	618.66
METAL SUPERMARKETS WHE	WHEAT RIDGE	JOSEPH CAMPANA	OPERATIONS	04/30/2024	75.76
MILE HIGH PHO	LOUISVILLE	TREVOR DEPEW	WATER	05/01/2024	60.47
MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	05/07/2024	878.12
MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	04/21/2024	1,958.00
MINUTEMAN PRESS BOULDE	BOULDER	DEREK COSSON	CITY MANAGER	04/23/2024	247.50
MMM SPEC AGG QUARRY	720-3543952	NICHOLAS POTOPCHUK	PARKS	05/02/2024	938.46
MONDAY.COM	120-177-8456	GINGER CROSS	GOLF COURSE	05/16/2024	294.97
MONDAY.COM	120-177-8456	VANESSA ZARATE	PLANNING	05/06/2024	612.00
MORNING GLORY CAFE	LAFAYETTE	AMANDA PERERA	REC CENTER	05/16/2024	116.00
MORRELL PRINTING SOLUT	LAFAYETTE	LIGEA FERRARO	CITY MANAGER	05/01/2024	15.00
MORRELL PRINTING SOLUT	LAFAYETTE	TANYA SCOTT	FINANCE	04/30/2024	1,020.85
MORRELL PRINTING SOLUT	LAFAYETTE	LIGEA FERRARO	CITY MANAGER	04/29/2024	115.00
MORRELL PRINTING SOLUT	LAFAYETTE	LIGEA FERRARO	CITY MANAGER	04/24/2024	210.00
NAME MAKER INC	NORCROSS	KATIE TOFTE	REC CENTER	05/17/2024	209.35
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	05/07/2024	118.32
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	04/22/2024	2,085.57
NAPA AUTO PARTS 138	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/10/2024	12.90
NAPA AUTO PARTS 138	LOUISVILLE	TREVOR DEPEW	WATER	05/08/2024	34.99
NATIONAL GOLF FOUNDATI	JUPITER	DAVID BARIL	GOLF COURSE	05/02/2024	325.00
NEW YORK, NEW YORK HOTEL AN	ID 877-880-0880	VANESSA ZARATE	PLANNING	05/10/2024	238.10
NORTHWEST PARKWAY LLC	303-9262500	TANYA SCOTT	FINANCE	04/22/2024	19.40
O MEARA FORD	NORTHGLENN	JOSE TORRES	OPERATIONS	04/23/2024	250.88
O MEARA FORD	NORTHGLENN	JOSE TORRES	OPERATIONS	04/23/2024	125.44
O'REILLY 2820	LAFAYETTE	KATHLEEN D LORENZO	PARKS	04/30/2024	22.98
OFFICE DEPOT #1080	DENVER	DAVID BARIL	GOLF COURSE	05/06/2024	51.90
OFFICE DEPOT #1080	DENVER	DAVID BARIL	GOLF COURSE	04/24/2024	60.46
OFFICE DEPOT #1080	DENVER	DAVID BARIL	GOLF COURSE	04/24/2024	77.98
ORG SUB FEE	SAN FRANCISCO	DEREK COSSON	CITY MANAGER	04/23/2024	29.00
PARTY CITY 890	LONGMONT	KATIE TOFTE	REC CENTER	04/24/2024	8.00
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	05/02/2024	19.95
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	05/02/2024	59.95
PAYPAL *CAFE AR	4029357733	SHARON NEMECHEK	LIBRARY	04/25/2024	250.00
PAYPAL *CAFE AR	4029357733	SHARON NEMECHEK	LIBRARY	04/24/2024	60.00
PAYPAL *COLORADO	4029357733	ANIKA VAN WOUDENBER	G REC CENTER	05/17/2024	100.00
PAYPAL *REGION8PRET	4029357733	MELISSA TRACY	PUBLIC WORKS	04/24/2024	600.00

Page 9 of 15 **22** 

PFMC BOULDER	BOULDER	LESLIE RINGER	HUMAN RESOURCES	05/13/2024	175.00
PGA GOLF	FRISCO	DAVID BARIL	GOLF COURSE	05/08/2024	565.47
PIONEER SAND CO 15	BROOMFIELD	LUKE LAYTON	PARKS	05/01/2024	424.91
PIONEER SAND CO HQ	COLORADO SPRI	DAVID DEAN	GOLF COURSE	04/25/2024	188.30
PLAY IT FUN WARD	6024022642	IRIS BELENSKY	LIBRARY	05/17/2024	998.40
POLICE TECHNICAL	TERRE HAUTE	SCOTT MOORE	POLICE	05/07/2024	275.00
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	05/13/2024	1,684.32
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	04/29/2024	860.20
PSI SERVICES LLC USD	8188476180	TREVOR DEPEW	WATER	05/15/2024	104.00
PSI SERVICES LLC USD	8188476180	TREVOR DEPEW	WATER	05/13/2024	104.00
PSI SERVICES LLC USD	8188476180	JACK MANIAN	OPERATIONS	05/08/2024	104.00
PSI SERVICES LLC USD	8188476180	JACK MANIAN	OPERATIONS	05/08/2024	104.00
PSI SERVICES LLC USD	8188476180	TREVOR DEPEW	WATER	05/06/2024	104.00
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG	LIBRARY	04/30/2024	429.00
PET SCOOP	DENVER	ABBY MCNEAL	PARKS	05/01/2024	636.00
REMARKABLE	OSLO	KEVIN FREY	FACILITIES	04/26/2024	30.06
RMD CONCEPTS INC	000-000-0000	DAVID DEAN	GOLF COURSE	04/26/2024	375.00
ROSATI S CHICAGO PIZZA	303-4849984	MIKE MILLER	POLICE	04/25/2024	109.07
ROSATI S CHICAGO PIZZA	303-4849984	JEN KENNEY	POLICE	04/17/2024	94.26
RVT*BOULDER VALLEY SCH	BOULDER	JESSE DEGRAW	REC CENTER	05/02/2024	840.00
SAFEWAY #1116	LONGMONT	BARBARA MACFERRIN	HUMAN RESOURCES	05/13/2024	42.64
SAFEWAY #2812	LOUISVILLE	GRACE JOHNSON	CITY MANAGER	05/15/2024	13.98
SAFEWAY #2812	LOUISVILLE	GIGI YANG	LIBRARY	05/01/2024	59.10
SAFEWAY #2812	LOUISVILLE	REBECCA STORES	REC CENTER	04/28/2024	13.98
SAFEWAY #2812	LOUISVILLE	JEN KENNEY	POLICE	04/25/2024	17.81
SAFEWAY #2812	LOUISVILLE	GIGI YANG	LIBRARY	04/24/2024	15.98
SAFEWAY #2812	LOUISVILLE	JEN KENNEY	POLICE	04/22/2024	93.90
SAFEWAY #2812	LOUISVILLE	GIGI YANG	LIBRARY	04/19/2024	7.50
SAMEDAY OFFICE SUPPLY	303-7902777	MINDY OLKJER	PUBLIC WORKS	04/26/2024	37.78
SATOR SOCCER SAY SOCC	GARDENA	JESSE DEGRAW	REC CENTER	05/02/2024	399.70
SHERATON	ANAHEIM	TANYA SCOTT	FINANCE	05/08/2024	1,262.90
SHERWIN WILLIAMS 70348	LAFAYETTE	DANIEL SALAS ROBLES	PARKS	05/16/2024	40.74
SIP.US	ALPHARETTA	DEVIN MADIGAN	WASTEWATER	05/09/2024	30.67
SITEONE LANDSCAPE SUPP	BROOMFIELD	ABBY MCNEAL	PARKS	05/16/2024	35.91
SITEONE LANDSCAPE SUPP	BROOMFIELD	LANCE PFEIFER	GOLF COURSE	05/16/2024	1.05
SITEONE LANDSCAPE SUPP	BROOMFIELD	SANDRA GROW	GOLF COURSE	05/16/2024	11.97
SITEONE LANDSCAPE SUPP	BROOMFIELD	SANDRA GROW	GOLF COURSE	05/14/2024	24.37
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	05/07/2024	2,404.72
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	04/24/2024	154.51
SITEONE LANDSCAPE SUPP	BROOMFIELD	VICKIE ILKO	OPERATIONS	04/24/2024	287.35
SNAP-ON TOOLS CO629128	262-656-8721	LANCE PFEIFER	GOLF COURSE	05/09/2024	214.00
SNARFS 34 LOUISVILLE	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	04/22/2024	234.14

Page 10 of 15 23

SOUTHWEST AIRLINES	800-435-9792	ROBIN BROOKHART	HUMAN RESOURCES	05/17/2024	584.95
SOUTHWEST AIRLINES	800-435-9792	KURT KOWAR	PUBLIC WORKS	05/06/2024	295.99
SPI*CENTURYLINK/LUMEN	MONROE	TANYA SCOTT	FINANCE	04/27/2024	1,625.33
SPI*DIRECTV SERVICE	800-531-5000	PAMELA PETERSON-HOHS		04/22/2024	243.92
SQ *AR WORKSHOP BOULDE	LAFAYETTE	AMANDA PERERA	REC CENTER	05/16/2024	393.30
SQ *B.O.B.S. DINER	LOUISVILLE	GENEVIEVE KLINE	CITY CLERK	04/26/2024	52.08
SQ *B.O.B.S. DINER	LOUISVILLE	HUGO VALDEZ	OPERATIONS	04/23/2024	106.44
SQ *BISON HIGH COUNTRY	COLORADO SPRI	DAVID BARIL	GOLF COURSE	04/26/2024	374.70
SQ *CENTER FOR SNAKE C	GOSQ.COM	CATHERINE JEPSON	PARKS	05/14/2024	151.98
SQ *CENTER FOR SNAKE C	GOSQ.COM	IRIS BELENSKY	LIBRARY	05/14/2024	380.00
SQ *HARLEQUIN'S GARDEN	BOULDER	NATHANIEL GOECKNER	PARKS	05/03/2024	244.60
SQ *HIGH PLAINS ENVIRO	GOSQ.COM	NATHANIEL GOECKNER	PARKS	05/10/2024	146.82
SQ *LARIMER COUNTY DNR	ESTES PARK	BRENDON MEILI	PARKS	05/13/2024	192.00
	LOUISVILLE	BARBARA NICKERSON	HUMAN RESOURCES		139.94
SQ *ORGANIC SANDWICH C				04/24/2024	37.18
STAPLS7631267535000001	877-8267755	JILL SIEWERT	LIBRARY	04/28/2024	
STAPLS7631973709000001	877-8267755	MARLA OLSON	PARKS	05/09/2024	44.49
STAPLS7632338702000001	877-8267755	JILL SIEWERT	LIBRARY	05/15/2024	42.87
STAPLS7632779934000001	877-8267755	JILL SIEWERT	LIBRARY	05/19/2024	195.96
STAS PICTURE HANGING	WEBSTER	KATHY MARTIN	REC CENTER	04/18/2024	141.64
STERICYCLE INC/SHRED-I	BANNOCKBURN	SARA PECK	POLICE	05/13/2024	289.83
STERICYCLE INC/SHRED-I	BANNOCKBURN	SARA PECK	POLICE	05/13/2024	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	MEREDYTH MUTH	CITY MANAGER	05/07/2024	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	RAFAEL GUTIERREZ	POLICE	04/26/2024	30.00
STICKER MULE	AMSTERDAM	GINGER CROSS	GOLF COURSE	05/10/2024	285.50
SUNNY SLOPE SOD FARM	LONGMONT	LANCE PFEIFER	GOLF COURSE	05/07/2024	231.00
SUNNY SLOPE SOD FARM	LONGMONT	LANCE PFEIFER	GOLF COURSE	05/06/2024	154.00
TARGET 00017699	SUPERIOR	VANESSA ZARATE	PLANNING	05/09/2024	41.96
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	05/15/2024	239.85
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	05/15/2024	839.48
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	05/08/2024	470.00
THE GRILL AT COAL CREE	L	DAVID BARIL	GOLF COURSE	05/03/2024	153.80
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	05/18/2024	105.78
THE HOME DEPOT #1506	LOUISVILLE	DILLON FEE	OPERATIONS	05/16/2024	53.94
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	05/16/2024	15.80
THE HOME DEPOT #1506	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	05/16/2024	99.82
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/16/2024	6.50
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/16/2024	102.94
THE HOME DEPOT #1506	LOUISVILLE	ABBY MCNEAL	PARKS	05/17/2024	443.80
THE HOME DEPOT #1506	LOUISVILLE	SANDRA GROW	GOLF COURSE	05/16/2024	9.21
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	05/15/2024	194.71
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/15/2024	38.22
THE HOME DEPOT #1506	LOUISVILLE	JEN KENNEY	POLICE	05/15/2024	25.95

Page 11 of 15 **24** 

THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	05/15/2024	69.74
THE HOME DEPOT #1506	LOUISVILLE	JEN KENNEY	POLICE	05/15/2024	16.44
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	05/14/2024	111.42
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/14/2024	58.88
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/14/2024	73.44
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	05/14/2024	21.94
THE HOME DEPOT #1506	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	05/13/2024	14.96
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	05/13/2024	34.89
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/13/2024	21.20
THE HOME DEPOT #1506	LOUISVILLE	SANDRA GROW	GOLF COURSE	05/13/2024	52.03
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/13/2024	226.72
THE HOME DEPOT #1506	LOUISVILLE	SUSAN KENNEY	POLICE	05/13/2024	22.66
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	05/13/2024	8.13
THE HOME DEPOT #1506	LOUISVILLE	SCOTT MOORE	POLICE	05/13/2024	172.39
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/10/2024	35.67
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/09/2024	92.81
THE HOME DEPOT #1506	LOUISVILLE	SCOTT MOORE	POLICE	05/09/2024	27.86
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	05/10/2024	39.48
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	05/09/2024	34.94
THE HOME DEPOT #1506	LOUISVILLE	HUGO VALDEZ	OPERATIONS	05/09/2024	43.92
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	05/10/2024	25.46
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/08/2024	69.97
THE HOME DEPOT #1506	LOUISVILLE	HUGO VALDEZ	OPERATIONS	05/08/2024	82.86
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	05/08/2024	107.40
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	05/08/2024	9.97
THE HOME DEPOT #1506	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	05/08/2024	85.10
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	05/08/2024	14.29
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	05/08/2024	12.11
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN	REC CENTER	05/07/2024	121.83
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	05/07/2024	14.29
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/07/2024	13.45
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	05/07/2024	39.19
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/07/2024	14.98
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	05/07/2024	17.43
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/06/2024	221.27
THE HOME DEPOT #1506	LOUISVILLE	PAMELA PETERSON-HOHS	GOLF COURSE	05/06/2024	31.14
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	05/06/2024	22.97
THE HOME DEPOT #1506	LOUISVILLE	ERIK SWIATEK	PARKS	05/03/2024	14.97
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	05/03/2024	22.20
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	05/03/2024	53.83
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	05/03/2024	17.54
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	05/03/2024	14.97

Page 12 of 15 **25** 

THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	05/02/2024	35.25
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	05/02/2024	76.20
THE HOME DEPOT #1506	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	05/02/2024	8.78
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	05/03/2024	31.13
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	05/03/2024	7.97
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	05/01/2024	66.82
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	05/01/2024	34.98
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	04/30/2024	175.48
THE HOME DEPOT #1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	04/30/2024	7.48
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	04/29/2024	150.00
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	04/29/2024	132.97
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	04/29/2024	76.64
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN	REC CENTER	04/29/2024	49.98
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	04/28/2024	5.50
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	04/25/2024	10.95
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	04/25/2024	366.66
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	04/25/2024	12.46
THE HOME DEPOT #1506	LOUISVILLE	IRIS BELENSKY	LIBRARY	04/25/2024	32.97
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	04/26/2024	38.85
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	04/25/2024	113.82
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	04/24/2024	59.88
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	04/24/2024	49.34
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	04/24/2024	13.42
THE HOME DEPOT #1506	LOUISVILLE	JEFFREY ROBINET	OPERATIONS	04/24/2024	102.77
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	04/24/2024	17.97
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	04/23/2024	120.52
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	04/23/2024	67.59
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	04/23/2024	20.94
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	04/23/2024	57.79
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	04/18/2024	54.46
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	04/19/2024	99.00
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	04/18/2024	53.89
THE HOME DEPOT #1506	LOUISVILLE	DILLON FEE	OPERATIONS	04/19/2024	445.90
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	04/18/2024	23.10
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	04/19/2024	25.96
THE HOME DEPOT #1506	LOUISVILLE	HUGO VALDEZ	OPERATIONS	04/18/2024	23.72
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	04/18/2024	25.48
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	04/17/2024	50.28
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	04/17/2024	81.33
THE HOME DEPOT #1506	LOUISVILLE	LANCE PFEIFER	GOLF COURSE	04/17/2024	174.90
THE HOME DEPOT #1506	LOUISVILLE	LANCE PFEIFER	GOLF COURSE	04/17/2024	120.88
THE HOME DEPOT #1506	LOUISVILLE	STEVEN HUIZENGA	PARKS	04/17/2024	80.30

Page 13 of 15 **26** 

THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	04/17/2024	19.97
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	04/17/2024	125.73
THE HOME DEPOT PRO	ATLANTA	PATRICIA MORGAN	REC CENTER	05/02/2024	100.16
THE HOME DEPOT PRO	ATLANTA	KATHLEEN D LORENZO	PARKS	04/23/2024	491.49
THE INSTITUTES	6106442100	DAWN BURGESS	CITY MANAGER	05/03/2024	485.23
THE UPS STORE 3779	BROOMFIELD	STEVEN HUIZENGA	PARKS	05/10/2024	15.11
THE UPS STORE 3779	BROOMFIELD	STEVEN HUIZENGA	PARKS	04/18/2024	15.11
THREE LEAF CATERING	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	05/15/2024	325.42
THREE LEAF CATERING	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	05/13/2024	678.77
THREE LEAF CATERING	LOUISVILLE	BARBARA MACFERRIN	HUMAN RESOURCES	05/10/2024	713.27
THREE LEAF CATERING	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	05/07/2024	244.87
THREE LEAF CATERING	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	05/02/2024	33.77
THREE LEAF CATERING	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	04/26/2024	250.00
THREE LEAF CATERING	LOUISVILLE	RONDA HENGER	HUMAN RESOURCES		1,051.37
				04/18/2024	65.94
TJMAXX #0253	WESTMINSTER	LANA FAUVER	REC CENTER	05/01/2024	
TOOLS 4 FLOORING	8666341189	KEVIN FREY	FACILITIES	05/14/2024	65.85
TRELLO.COM* ATLASSIAN	NEW YORK	MINDY OLKJER	PUBLIC WORKS	04/27/2024	104.00
TST* LULUS BBQ	LOUISVILLE	CAMERON FOWLKES	PUBLIC WORKS	04/24/2024	132.60
TST* LUMBER BARON INN	DENVER	KATIE BEASLEY	REC CENTER	05/08/2024	1,058.40
TST* MURPHYS TAP HOUSE	LOUISVILLE	KEVIN FREY	FACILITIES	04/17/2024	27.42
TST* VERDE - LOUISVILL	LOUISVILLE	ROBERT ZUCCARO	PLANNING	05/06/2024	137.50
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	04/29/2024	92.00
TST* VERDE - LOUISVILL	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	04/18/2024	112.19
TST* WATERLOO	LOUISVILLE	TREVOR DEPEW	WATER	05/14/2024	67.20
TST* WATERLOO	LOUISVILLE	JEFF DURBIN	CITY MANAGER	05/03/2024	59.75
TWITTER PAID FEATURES	SAN FRANCISCO	SCOTT MOORE	POLICE	05/09/2024	32.00
TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	05/05/2024	323.46
UBER TRIP	8005928996	MICHELLE CLINGAN	HUMAN RESOURCES	05/19/2024	43.36
UDEMY: ONLINE COURSES	SAN FRANCISCO	DANIEL SALAS ROBLES	PARKS	05/06/2024	27.15
UDEMY: ONLINE COURSES	SAN FRANCISCO	KEVIN FREY	FACILITIES	05/02/2024	14.11
UDEMY: ONLINE COURSES	SAN FRANCISCO	DANIEL SALAS ROBLES	PARKS	05/02/2024	15.20
UDEMY: ONLINE COURSES	SAN FRANCISCO	DANIEL SALAS ROBLES	PARKS	05/01/2024	17.37
UDEMY: ONLINE COURSES	SAN FRANCISCO	ANDY ELLIS	PARKS	04/30/2024	39.09
UDEMY: ONLINE COURSES	SAN FRANCISCO	DANIEL SALAS ROBLES	PARKS	04/30/2024	21.72
UDEMY: ONLINE COURSES	SAN FRANCISCO	KEVIN FREY	FACILITIES	04/23/2024	28.22
ULINE *SHIP SUPPLIES	800-295-5510	GREG VENETTE	WATER	05/15/2024	708.36
ULINE *SHIP SUPPLIES	800-295-5510	TREVOR DEPEW	WATER	05/03/2024	113.65
UNDERGROUNDSHIRTS.COM	YPSILANTI	DAVID BARIL	GOLF COURSE	04/23/2024	195.54
US KIDS GOLF LLC	PEACHTREE COR	DAVID BARIL	GOLF COURSE	04/29/2024	501.92
USABLUEBOOK	ATLANTA	DEVIN MADIGAN	WASTEWATER	04/26/2024	561.65
USPS PO 0756700237	SUPERIOR	CATHERINE JEPSON	PARKS	05/10/2024	10.50
VAN GO AUTO GLASS	3034641500	MASON THOMPSON	OPERATIONS	05/08/2024	335.00

Page 14 of 15 27

VAN GO AUTO GLASS	3034641500	MASON THOMPSON	OPERATIONS	04/18/2024	150.00
VAN GO AUTO GLASS	3034641500	MASON THOMPSON	OPERATIONS	04/18/2024	338.00
VZWRLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	04/23/2024	6,574.12
VZWRLSS*PRPAY AUTOPAY	888-294-6804	MINDY OLKJER	PUBLIC WORKS	05/08/2024	20.00
WALGREENS #7006	SUPERIOR	GINGER CROSS	GOLF COURSE	05/08/2024	33.74
WALMART.COM 8009666546	BENTONVILLE	JILL SIEWERT	LIBRARY	04/25/2024	24.15
WEF PAYMENT	4029357733	RENEE LEWELLYN	OPERATIONS	04/28/2024	89.00
WESTERN DISPOSAL SERVI	BOULDER	VICKIE ILKO	OPERATIONS	05/02/2024	102.93
WHITESIDES BOOTS AND C	BRIGHTON	JEFFREY ROBINET	OPERATIONS	04/18/2024	189.99
WHITESIDES BOOTS AND C	BRIGHTON	DARRICK LAYTON	PARKS	04/18/2024	189.99
WILBUR ELLIS DENVER	DENVER	DAVID DEAN	GOLF COURSE	04/22/2024	452.78
WILBUR ELLIS DENVER	DENVER	DAVID DEAN	GOLF COURSE	04/18/2024	452.78
WM SUPERCENTER #5341	BROOMFIELD	LINDSEY WITTY	REC CENTER	04/18/2024	112.10
WOOD SOURCE INC	THORNTON	RENEE LEWELLYN	OPERATIONS	04/18/2024	494.40
WWW.NORTHERNSAFETY.COM	800-571-4646	ERIK SWIATEK	PARKS	04/20/2024	29.54
WWW.NORTHERNSAFETY.COM	800-571-4646	ERIK SWIATEK	PARKS	04/20/2024	179.30
WWW.SPLASHTOP.COM	CUPERTINO	KERRY KRAMER	PARKS	05/07/2024	316.80
WAGNER WELDING SUPPLY	LONGMONT	MASON THOMPSON	OPERATIONS	04/19/2024	28.53
WAGNER WELDING SUPPLY	LONGMONT	MASON THOMPSON	OPERATIONS	04/19/2024	55.83
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	05/01/2024	931.23
YOURMEMBERSHIP	7278270046	PENNY FORD	HUMAN RESOURCES	04/19/2024	199.00
ZORO TOOLS INC	BUFFALO GROVE	DANIEL WOOLDRIDGE		05/02/2024	282.27
ZORO TOOLS INC	BUFFALO GROVE	PAULINA BENNETT	IT	04/23/2024	2,365.83
EBAY O*27-11450-81716	SAN JOSE	DAVID BARIL	GOLF COURSE	04/19/2024	15.86
					\$131,817.15
				G. Kline	\$6.08
				Grand Total	\$131,823.23

Page 15 of 15 28

## CITY OF LOUISVILLE EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99 MAY 2024

DATE	P.O.#	VENDOR	DESCRIPTION	AMOUNT
5/1/2024	2024165	Top Golf USA, Inc.	Top Golf USA is the provider of Top Tracer computer equipment for our range.  Toptracer, a component of Top Golf, and a division of Callaway Golf, is the industry leader in offsite golf entertainment. Toptracer is the green grass component and the logical evolution to Topgolf. Topgolf has produced phenomenal successes in attracting non-golfers and golfers to their facilities by offering a variety of enhancements to golf practice and participation. The proposal for Toptracer at Coal Creek golf course is to utilize several of the most popular shot evaluation components. There are no comparable companies that offer this level of service or products.	\$ 42,000.00
5/7/2024	2024168	Center for Resource Conservation	2024 Water Conservation Programs  Garden in a Box - is a program that provides low water landscaping at a discounted rate  Waterwise Yard Seminars - Resource Central will be hosting a live broadcast virtual event  Slow the Flow Irrigation Audits - Resource Central assists private residences, home owner assoc and businesses to improte the efficiency of their outdoor irrigation system  Smart Controller - This program provides free smart irrigation controller and installation  Turf Replacement - Provides a free professionally designed garden space to replace a high-water lanscape area.	\$ 57,876.00 ove
5/7/2024	2024169	Via Mobility Services	2024 Senior Center Transportation Services  Via Mobility Services is a nonprofit organization that provides transportation and mobility options that enable older adults to live a more self-sufficient and independent life. Over the past year they have brought seniors to various locations of need including the Recreation & Senior Center, grocery stores, doctor appointments and other destinations within Boulder County.	\$ 39,750.00
5/20/2024	2024179	Beabout Brock Easley	Replacement of Ammonia Probes at the WasteWater Treatment Plant The Wastewater Treatment Plant utilizes ammonia measurement instrumentation equipment to monitor the health of the treatment process. These critical components are necessary to provide effective treatment and to maintain regulatory compliance. The WWTP's current ammonia probes have reached the end of their useful life and are not repairable at this time. To keep these important pieces of equipment serviceable and in good operation they will need to be replaced. Staff recommends moving forward with Beabout Brock Easley as the low bidder. Replacement of these probes is necessary to properly monitor the process and ensure regulatory compliance. Additionally, Staff is already familiar with the performance, maintenance and operation of this manufacturer.	\$ 35,000.00



# City Council Meeting Minutes

November 28, 2023 City Hall, Council Chambers 749 Main Street 6:00 PM

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

City Council: Mayor Dennis Maloney

Councilmember Caleb Dickinson Councilmember Deborah Fahey Councilmember Barbara Hamlington

Councilmember Dietrich Hoefner (attended remotely)

Councilmember Judi Kern (arrived 6:04 pm)

Councilmember Chris Leh

Staff Present: Jeff Durbin, City Manager

Rob Zuccaro, Community Development Director

Amelia Brackett Hogstad, Senior Planner

Chad Root, Chief Building Official

Meredyth Muth, City Clerk

Others Present: Melinda Culley, City Attorney

David Thrower, Municipal Judge

#### APPROVAL OF AGENDA

Mayor Maloney called for changes to the agenda and hearing none asked for a motion.

**Motion:** Councilmember Leh moved to approve the agenda; seconded by Councilmember Dickinson. **Vote:** All in favor.

#### **MAYOR'S COMMENTS**

Mayor Maloney took some time to thank everyone for his time in office. He noted some of the events and changes that have taken place in his eight years on Council. He stated the work plan for Council does not get easier; there is still work to do to benefit the community.

#### OATH OF OFFICE

Municipal Judge David Thrower swore in the newly elected members Chris Leh, Caleb Dickinson, Deb Fahey, Barbara Hamlington, and Dietrich Hoefner.

Mayor Leh welcomed everyone to Council and stated he looks forward to the collaborative and productive work that is to come.

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

Qian Wu, Louisville, stated the Council should not discuss the Redtail application in December as he believes proper notice was not completed.

Weiyan Chen, Louisville, stated she does not believe the Redtail public notice was sufficient and the December 5 hearing should be postponed.

Louie Delaware, Louisville, asked what the next steps are on restriping Via Appia. He also asked Council to consider extending the use tax rebate for fire rebuilds to permits that might come after the original house permit. He noted that the City's Federal representatives have asked insurance companies to extend funding for ALE and asked the Council to do the same.

Cathern Smith, Louisville, asked that the Redtail public hearing be postponed as the Northwest Parkway has not made a decision on the application yet. She is concerned about the traffic the development will generate; grading displacing animals and plants; and its impact on the small town character.

Yuehua Ji, Louisville, asked that the Redtail hearing be postponed.

Natasha Flyer, Superior, stated traffic on 88<sup>th</sup> Street is already bad and the proposed development on Redtail will make it worse. She stated she could not find the new application on the website so the December 5 hearing should postponed.

Tamar Krantz, Louisville, asked the City Council to consider purchasing the property that is for sale on Empire Road for Open Space.

Josh Cooperman, Louisville, stated that last year the Sustainability Advisory Board recommended the Council work on phasing out gasoline powered lawn equipment. While it is on the Council's work plan it has not been acted on. He asked Council to schedule that for discussion.

Sherry Sommer, Louisville, stated running for mayor was a great way to learn what residents like about Louisville. She also learned about people's concerns about economic vitality, affordable housing, fire mitigation, and not losing our character. She

stated the Redtail hearing should be postponed so more people are informed. She stated the application is not complete without Northwest Parkway approvals. She stated it feels rushed.

David Sweedler, Louisville, stated the Redtail hearing should be postponed so residents can review the updated application.

Stephanie Rowe, Louisville, agreed with earlier speakers that the Redtail hearing should be postponed. She stated the application is not complete and should not move forward. She asked that tree and bird surveys be completed before the hearing takes place.

Lisa Hughes, Louisville, asked that the use tax rebate for those rebuilding from the fire be extended to fences and solar panels. She also asked that the road diet for Via Appia be reconsidered.

#### APPROVAL OF THE CONSENT AGENDA

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

- A. Approval of Bills
- B. Authorize Execution of Engagement Letter for Auditing Services with Eide Bailly, LLC
- C. Approval of Contract with Granicus for GovDelivery Email and SMS Communication Platform

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

None.

#### **CITY MANAGER'S REPORT**

City Manager Jeff Durbin stated the Old Town Skating rink has been delayed but will likely be opening later this week.

#### **REGULAR BUSINESS**

#### **ELECTION OF MAYOR PRO TEM**

Councilmember Fahey nominated Councilmember Dickinson to be Mayor Pro Tem. Councilmember Hoefner seconded the motion.

Motion passed by unanimous voice vote.

#### 1045 FRONT STREET HISTORIC LANDMARK AND PRESERVATION GRANT

## RESOLUTION NO. 72, SERIES 2023 – A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 1045 FRONT STREET

## RESOLUTION NO. 73, SERIES 2023 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE DESANTIS HOUSE AT 1045 FRONT STREET

Mayor Leh introduced the item and asked for disclosures; seeing none he opened the public hearing.

Senior Planner Brackett Hogstad stated this is a request for landmarking and a preservation grant. Staff finds the home meets the criteria for landmaking both architecturally and socially and it is eligible for landmarking. Staff recommends a grant in the amount of \$132,000. This is above the normal maximum amount but staff finds the request meets extraordinary circumstances due to the condition of the building and the restoration of architectural details.

The Historic Preservation Commission reviewed the requests and recommends approval on both resolutions and there are letters of support from neighbors in the packet.

Public Comments - None.

Applicant presentation – Jessica Bronson stated their goal is to save the property and contribute to the neighborhood.

Mayor Pro Tem Dickinson asked if this is the largest residential grant request we have had. Brackett Hogstad stated it is one of the largest. Mayor Pro Tem Dickinson asked how the grant process works. Brackett Hogstad stated it is paid by reimbursement only for detailed and itemized receipts and requires matching funds from the applicant.

Mayor Pro Tem Dickinson asked the applicant if they were aware of the tax implications of the grant and that there are tax credits available for the work. Bronson stated they are aware of these issues.

Councilmember Hamlington thanked the applicant for preserving this home. And noted the female ownership history of the property.

**MOTION:** Mayor Pro Tem Dickinson moved to approve Resolution No. 72; seconded by Councilmember Kern.

Mayor Leh closed the public hearing.

**VOTE:** Motion carried by unanimous roll call vote

**MOTION:** Councilmember Fahey moved to approve Resolution No. 73; seconded by Mayor Pro Tem Dickinson

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

## RESOLUTION NO. 74, SERIES 2023 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE ADKINS HOUSE AT 816 MCKINLEY AVENUE

Mayor Leh introduced the item and asked for disclosures; seeing none he opened the public hearing.

Planner Bracket Hogstad stated this is a request for a historic preservation grant. This home was landmarked in 2011. It is not eligible for additional grants except under extraordinary circumstances. She reviewed the request and the work identified for preservation, restoration, and rehabilitation. Staff finds the project eligible for an extraordinary circumstances grant and recommends approval.

Andy Johnson, representing the applicant, reviewed the structure and the work they are proposing.

Applicants Kevin and Jenny Eld stated they hope to preserve the home in a way to pay tribute to its modest beginnings.

Councilmember Hamlington thanked the applicant for preserving the home.

Mayor Pro Tem Dickinson stated the ability of homes already landmarked to come back for grants is a good way to help preserve homes.

Public Comments – none.

Councilmember Fahey thanked the applicant for preserving the home and maintaining the character of the City.

Mayor Leh closed the public hearing.

**MOTION:** Mayor Pro Tem Dickinson moved to approve the resolution, seconded by Councilmember Fahey

**Vote:** Motion carried by unanimous roll call vote.

# RESOLUTION NO. 75, SERIES 2023 – A RESOLUTION APPROVING A PRELIMINARY SUBDIVISION PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT FOR 15 SINGLE FAMILY AND 21 TOWNHOME UNITS ON A 3.6-ACRE PARCEL LOCATED AT 421, 533, AND 565 EAST STREET

Mayor Leh introduced the item and asked for disclosures; seeing none he opened the public hearing.

Community Development Director Zuccaro stated this is a request for a preliminary PUD and plat. He reviewed the site noting it spans about 3.6 acres along two existing unplatted properties that are accessed along East Street. He noted the zoning here would allow for a large apartment building but they are asking for waivers to allow for buildings much more in character with downtown.

The applicants propose to create a subdivision of 36 lots and 8 outlots. The lots range from about 1,800 to 3,700 square-feet. The outlots are established for private roads and alleyways, parking, common open space, utilities, and drainage. Staff supports their request for fee in lieu of a public land dedication.

Director Zuccaro noted the applicant requests subdivision modifications for block length and lot depth and frontage as part of this plat in order to accommodate the proposed residential units. He reviewed the dedications and easements.

The preliminary PUD proposes a mix of 15 single-family detached units and 21 townhome units, totaling 36 residential dwelling units. He reviewed the proposed architecture designs for the units, the proposed landscaping, and common open spaces.

Director Zuccaro reviewed the results of the traffic study saying that overall, the report found that the proposed units in East Street Village will have minimal impact to the nearby intersections.

The applicant is proposing the fee in lieu option to satisfy requirements in the Inclusionary Housing chapter of the Municipal Code. The applicant is also requesting zoning waivers related to lot coverage and area; setbacks; and heights. He stated that in exchange for these waivers there will be more common open space and private roads and alleys. He reviewed the modification criteria.

Director Zuccaro stated staff finds the preliminary plat is in conformance with the Municipal Code with the requested modifications and waivers. The proposal is consistent with policies in the Comprehensive Plan. The applicant is asking to pay the fee in lieu of the affordable housing requirement. Staff believes collecting the fee in lieu gives the City more options to build a larger affordable housing project and leverage other financing options.

Director Zuccaro noted there are 10 houses on the property now that would need to be demolished for this project. The Historic Preservation Commission released demolition permits for all 10 homes.

Councilmember Kern asked if the development would be subject to the net zero building code. Director Zuccaro stated it would be.

Councilmember Kern expressed her concern for those residents currently living in these homes that are probably renters.

Andy Johnson, DAJ Design, applicant presentation, reviewed the application. He stated the old zoning districts in Old Town don't match the new market demand for housing in this core district. This application asks for waivers to get a better product for this area rather than a large apartment building which would be allowed.

He reviewed the site and its detention requirements as well as the community outreach they have done to date. He noted the City's housing plan shows the need for additional housing in town. He added that a project of this small size would have a hard time building the inclusionary housing on site and they would prefer to pay the fee in lieu.

Paul Norquist, Design Practice, reviewed the architectural designs for the single-family homes and townhomes in the plan.

Jessie Truman, owner, stated they are a small development group and hope to contribute to the community with this development. He stated of the 10 homes currently on the site four are uninhabited and six are rented out. He noted there is a chance for ADUs in the new community for affordable housing. He stated the fee in lieu of the affordable units is really the only option for a small development such as this.

Mayor Pro Tem Dickinson asked why the 12% inclusionary units is not doable on this site. Truman stated for this project the costs and fees for building and the size of the site likely make the final costs too high to meet that 12% on site without losing money.

Councilmember Hamlington stated it sounds like the fee in lieu can be used in the future to build affordable housing and this new project can revitalize this area now.

#### **Public Comments**

Josh Cooperman, Louisville, recommended the project use fire hardened materials as it is across from Open Space. He stated that revising zoning is needed on parcels like this to get the types of housing that we really want to see.

Sherry Sommer, Louisville, stated this site would be good for affordable housing. She stated there are many waivers on this project and asked what the City gets in return for

these. She stated more rooftops does not necessarily bring more foot traffic to downtown. She doesn't think the added density is a benefit to town.

Cathern Smith, Louisville, stated that paying the fee in lieu is deferring the issue. We need actual affordable housing to be built. She urged the Council to keep working on the housing policies.

Mayor Leh reminded everyone the criteria from the Code must be applied to the application. He noted staff has reviewed the application against the criteria and listed what complies with the code or does not. Mayor Leh asked councilmembers if they have any concerns that the criteria not related to the waivers were met. Members agreed they were met. Members reviewed the requested waivers.

Mayor Pro Tem Dickinson stated the waivers make sense in this location so that we get a larger number of smaller units rather than a few large homes which is one of the things we are hoping to accomplish. Smaller homes is keeping with the Comp Plan for this area.

He feels the fee-in-lieu for open space makes sense and the fee-in-lieu for affordable housing gives the City money to find affordable housing later. He would prefer the affordable housing on this site, but this is a reasonable compromise.

Councilmember Kern stated the height waiver exceeds 10 percent which is what is being offered to those currently rebuilding from the Marshall Fire. She does however support the waiver so that ADUs might be added in the basements of the townhomes. She would like to see the Inclusionary Housing ordinance updated soon to address the issues brought up this evening.

Councilmember Hamlington stated the waivers make sense in this location.

Mayor Leh finds the criteria are met and the waivers are appropriate in this location.

Mayor Leh closed the public hearing.

**MOTION:** Councilmember Fahey moved to approve the resolution; seconded by Councilmember Hoefner.

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

ORDINANCE NO. 1866, SERIES 2023 – AN ORDINANCE ADOPTING BY REFERENCE THE 2023 NATIONAL ELECTRIC CODE – 2<sup>nd</sup> READING – PUBLIC HEARING (advertised *Daily Camera* 11/12/23, 11/19/23)

Mayor Leh introduced the item and opened the public hearing.

Chief Building Official Chad Root stated the State of Colorado adopts the newest version of the National Electrical Code (NEC) every 3 years. State law requires all jurisdictions to adopt the latest electrical code as adopted by the State of Colorado within one year of the state adopting the electrical code.

Staff recommends City Council adopt the 2023 National Electrical Code effective January 5, 2024 which would be 5 months after the State of Colorado's adoption of the 2023 NEC. This ensures the City is consistent with the State's adoption on the required electrical code.

Public Comments - None.

Mayor Pro Tem Dickinson asked if this would affect current permits. Root stated this will only apply to permits submitted after January 5.

Public Comments - None.

Mayor Leh closed the public hearing.

**MOTION:** Councilmember Fahey moved to approve the ordinance; seconded by Mayor Leh.

**VOTE:** Motion carried by unanimous roll call vote

# DISCUSSION/DIRECTION/ACTION – PROCESS TO FILL CITY COUNCIL WARD I VACANCY

Mayor Leh introduced the item.

Clerk Muth stated that with the election of Councilmember Leh to the position of Mayor, the City Council now has a vacant Ward I seat. Per the City Charter, the City Council, by a majority vote, shall appoint a person who meets the qualifications to hold the office. That appointee will hold the office until the November 2024 election.

She added that the City Charter does not give a specific timeline to fill the vacancy. Given the holiday season, staff suggests the Council consider advertising for the vacancy as soon as possible and closing it in mid-January to allow applicants time to gauge their interest and complete the application.

Public Comment – None.

Mayor Leh stated he feels there is some urgency in filling the position but with the holidays it is hard.

Councilmember Hoefner stated it makes sense to take applications into January to give everyone an opportunity to apply.

Councilmember Hamlington agreed the timeline should go into the New Year to get a fair and equitable process. It is not reasonable to have a submission deadline before the end of the year.

Mayor Pro Tem Dickinson agreed with the timing. He would like Council to discuss the appointment criteria and make sure it is a transparent process.

Members appointed Councilmembers Kern and Fahey to write the questions for the application. Members also agreed on a mid-January deadline.

#### CITY COUNCIL COMMITTEE ASSIGNMENTS

Mayor Leh announced the following committee assignments:

City Council Economic Vitality Committee - Dickinson, Fahey, Ward I

City Council Finance Committee – Hoefner, Hamlington, Kern

Colorado Communities for Climate Action (CC4CA) – Fahey, Ward 1 alternate

Commuting Solutions - Ward 1

Consortium of Cities – Fahey

DBA Street Faire Committee - Hamlington

Denver Regional Council of Governments – Kern, Hoefner alternate

Joint Issues Committees (Superior and Lafayette) – Hamlington

Revitalization Commission Member – Leh

RMMA Round Table Councilmember – Fahey, Hamlington alternate

### USE TAX EXEMPTION FOR HOMES DAMAGED IN THE MARSHALL FIRE – 1st READING

ORDINANCE NO. 1867, SERIES 2023 – AN ORDINANCE EXEMPTING CONSTRUCTION MATERIALS FROM THE CITY'S USE TAX FOR BUILDING PERMITS ISSUED FOR RECONSTRUCTION OF HOMES DAMAGED OR DESTROYED IN THE MARSHALL FIRE BURN AREA – 1st READING, SET PUBLIC HEARING 12/19/23

Mayor Leh introduced Ordinance No. 1867 by title.

**MOTION**: Mayor Pro Tem Dickinson moved to approve the ordinance on first reading and set the public hearing for December 19, 2023; seconded by Councilmember Fahey.

**VOTE**: Motion passed by unanimous voice vote.

ORDINANCE NO. 1868, SERIES 2023 – AN ORDINANCE ADOPTING BY REFERENCE THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AS AN ALTERNATIVE FOR THE REPAIR AND REBUILDING OF HOMES THAT

### SUSTAINED SMOKE, HEAT, WATER, ASH OR OTHER DAMAGE AS A RESULT OF THE MARSHALL FIRE – 1st READING AND SET PUBLIC HEARING 12/19/23

Mayor Leh introduced Ordinance No. 1868 by title.

**MOTION**: Mayor Leh moved to approve the ordinance on first reading and set the public hearing for December 19, 2023; seconded by Councilmember Fahey.

**VOTE**: Motion passed by unanimous voice vote.

#### **CITY ATTORNEY'S REPORT**

None.

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

**ADJOURN** 

Councilmember Fahey asked for a future agenda item to discuss safety related to e-Bikes and Scooters. Mayor Pro Tem Dickinson agreed.

# Members adjourned at 10:28 pm. Christopher M. Leh, Mayor Meredyth Muth, City Clerk



# City Council Meeting Minutes

October 17, 2023
City Hall, Council Chambers
749 Main Street
6:00 PM

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

City Council: Mayor Dennis Maloney

Mayor Pro Tem Deborah Fahey Councilmember Caleb Dickinson Councilmember Barbara Hamlington Councilmember Dietrich Hoefner

Councilmember Judi Kern

Councilmember Chris Leh (arrived 6:02 pm)

Staff Present: Jeff Durbin, City Manager

Samma Fox, Deputy City Manager Kurt Kowar, Public Works Director

Rob Zuccaro, Community Development Director

Adam Blackmore, Parks, Open Space, & Recreation Director

Ember Brignull, Open Space Superintendent Amelia Brackett Hogstad, Senior Planner

Ryder Bailey, Finance Director Rafael Gutierrez, Police Chief

Austin Brown, Interim Economic Vitality Manager

Meredyth Muth, City Clerk

Others Present: Kathleen Kelly, City Attorney

David Thrower, Municipal Judge

#### APPROVAL OF AGENDA

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

#### **OATH OF OFFICE**

Judge Thrower swore in newly elected councilmember Judi Kern.

City of Louisville

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

Alli Garvin, Louisville, expressed her concerns about safety at the crosswalk on Via Appia at Cottonwood Park. She spoke of her experiences with cars not stopping for pedestrians. She asked Council to enhance the crosswalk to prioritize pedestrian safety.

#### APPROVAL OF THE CONSENT AGENDA

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

- A. Approval of Bills
- B. Approval of December Meeting Schedule
- C. Approval of Contract Between the City of Louisville and Aslan Construction, Inc. for Water Treatment Plant Chemical Mixing Equipment Replacement Installation
- D. Approval of Resolution No. 61, Series 2023 A Resolution Approving an Addendum to Water Tap Expansion Agreement and An Agreement for Lease of Colorado-Big Thompson Water
- E. Approval of Change Order #1 to the Sanitary Sewer Main Replacement Contract
- F. Approval of Resolution No. 62, Series 2023 A Resolution Approving an Amendment to the Intergovernmental Agreement with Boulder County for Law Enforcement Dispatch Services
- G. Authorization to Execute a Contract with CliftonLarsonAllen LLP for Utility Billing Services

# COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

None.

#### CITY MANAGER'S REPORT

City Manager Jeff Durbin stated Kayla Betzold and Kevin Frey are presenting the City's internal decarbonization at a climate summit this week.

Community Development Director Zuccaro has been appointed to the statewide Wildfire & Resiliency Code Board.

#### **REGULAR BUSINESS**

### PRESENTATION OF FINDINGS – WILDFIRE HAZARD & RISK ASSESSMENT OF LOUISVILLE PUBLIC LANDS

Mayor Maloney introduced the item stating this is an informational item; no action will be taken. Director Blackmore stated this project has been in the work for over a year. This was an entire public lands assessment including parks, open space, water treatment plants, and ditches. It was done collaboratively with Public Works, Community Development, and the Fire Department.

Ember Brignull, Open Space Superintendent, stated this is very important work and staff has been implementing fuels mitigation already. In 2023, staff has completed over 400 acres of fuel reduction on Open Space. This has included grazing and mowing. These efforts will continue into 2024 using the results of this assessment. The goal is to find a balance between fuels reduction and Open Space stewardship. Staff is focusing efforts on the areas of higher risk in the community and also looking to see if there are other methods we might want to adopt.

Bill Szafranski, Lynker, reviewed their outreach for the project. He stated the objective is to develop a comprehensive Wildfire Hazard and Risk Assessment, including identification of hazards and risks and development of mitigation opportunities for Louisville's public lands to be more resilient against future events. This project will serve as a foundation for future mitigation efforts.

They relied on the State of Colorado wildfire behavior model for the risk assessment. He reviewed the burn probability for the City. He also reviewed flame length probability which is a general indicator for fire severity. He noted the areas with a higher probability of higher flame length. He reviewed vulnerable areas and the top 10 highest wildfire risk properties.

Meg Matonis, the Ember Alliance, discussed mitigation recommendations. She stated fuels mitigation is only one part of the process and won't solve all problems. She noted that there are multiple way to reduce risks and some have secondary benefits as well.

The goals of this are to provide strategic recommendations to the City to mitigate wildfire risk on open spaces, parks, and other properties; to describe pros and cons of different mitigation strategies; to provide specific recommendations on where treatments should be implemented (e.g., open space, irrigated parks, public works facilities) and how the treatments should be implemented; and to provide realistic expectations of treatment effectiveness.

Mitigation alternatives include prescribed burning; herbicides; grazing; seeding with native grasses; prairie dogs; broad scale mowing, targeted mowing, tree removal/pruning, defensible space and structure hardening; and irrigation. She noted the report has potential mitigation approaches on different property types in the City.

She highlighted that City staff is already implementing many of these suggested mitigation options.

#### Public Comments

Tawnya Samauroo, Louisville, stated mitigation in open space will have to be done but structure mitigation is also needed. She encouraged the Council to require fire hardening for new building in town, with an opt out for fire survivors that cannot afford it.

Josh Cooperman, Louisville, stated he supports wildfire mitigation with a science based approach and best practices. He encouraged Council to adopt elements of the building codes to require fire hardening in buildings. He expressed his hope to spend time on mitigating climate change as a way to also mitigate fire risk.

Lisa Hughes, Louisville, asked if the Hillside Open Space was reviewed in the report.

Larry Donner, Louisville, appreciated the prairie restoration suggestions to reduce the risk of fire in open space.

Rick Ratajczyk, Louisville, stated he likes the report and hopes the suggestions are fully funded and implemented.

Mayor Maloney asked if the Hillside Open Space was included in the report. Szafranski stated it was included.

Mayor Pro Tem Fahey stated this is a great first step and we need to implement this. She encouraged those rebuilding to use the fire hardening technologies.

Councilmember Dickinson asked if prescribed burns are something we are considering using. Director Blackmore stated it is an option that will be included in the discussion.

Director Blackmore stated the next steps for this include continued grazing contracts and working through the list of mitigation alternatives and putting them in practice.

Councilmember Hoefner stated he was encouraged that much of this work has already started.

Councilmember Kern stated if there is work that can continue this winter we should continue with that. She would like home hardening regulations to come to Council as soon as possible.

Mayor Pro Tem Fahey stated she would like to see a priority list of what staff is going to do and the locations.

Mayor Maloney stated moving this forward is a priority for everyone.

# RESOLUTION NO. 63, SERIES 2023 – A RESOLUTION APPROVING A CONSERVATION EASEMENT FOR THE FRONT FAÇADE AND FIRST TEN (10) FEET OF THE PRIMARY STRUCTURE ON THE PROPERTY LOCATED AT 601 LINCOLN AVENUE IN EXCHANGE FOR A \$30,000 GRANT

Mayor Maloney introduced the item by title and asked for disclosures. Seeing none, he opened the public hearing.

Amelia Brackett Hogstad, Senior Planner, stated the applicant is requesting approval of a conservation easement for the front façade and first 10 feet of the primary structure at 601 Lincoln Avenue in exchange for \$30,000 towards the cost of restoring and preserving the historic part of the structure.

She stated the conservation easement would limit the owner's ability to change anything on the protected area of the home. The \$30,000 payment was determined as it covers the one-half costs of restoring the protected area, and staff considered the other half as matching funds. She reviewed the code sections that allow this type of exchange.

In 2020, the Historic Preservation Commission voted to recommend approval of the conservation easement and grant. Since that time the applicant completed the restoration work and an addition. The easement contains specific elements that are architecturally significant and the site has social significance.

Councilmember Hoefner asked if this same easement would be available to other homeowners. Brackett Hogstad stated another applicant would have to request an easement. Director Zuccaro stated staff would recommend that if Council wants a similar program to this it should be codified that through the Old Town Overlay update.

Andy Johnson, DAJ Design, on behalf of the applicant, reviewed the structure and the project.

Roger Green, applicant, stated this has been a challenging project and they are happy to have maintained the façade.

Public Comments – None

Councilmember Hamlington stated this project has preserved and maintained the character of this home and she supports this solution.

**MOTION:** Councilmember Dickinson moved to approve the resolution, Councilmember Hamlington seconded the motion.

Councilmember Dickinson stated this is a great project and he thanked the applicants for the preservation. Councilmember Kern agreed.

Mayor Maloney stated this program was created for these kinds of projects and it is a good use of these funds.

Mayor Maloney closed the public hearing.

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

# RESOLUTION NO. 64, SERIES 2023 – A RESOLUTION APPROVING AN AMENDMENT TO THE DELO PLAZA PLANNED UNIT DEVELOPMENT TO ALLOW AN OUTDOOR EATING AND SERVING AREA ON LOT 1, DELO PLAZA SUBDIVISION

Mayor Maloney introduced the item by title and asked for disclosures; seeing none, he opened the public hearing.

Community Development Director Zuccaro noted that about a year ago the Council approved a temporary use permit for this site. This is now the formal PUD amendment for the site. He reviewed the site and the application. This would create a permanent site plan that includes a 10,000 sq. ft. area enclosed by 3.5' tall metal fence and planters; shade structures, gazebo, stage, storage, game areas and decorative lighting; compact crushed granite and artificial turf (requires a waiver); and it would defer construction of 11 parking stalls. This site would be for Rocky Mountain Tap and Garden to use as a beer garden for "to go drinks."

Staff reviewed for compliance with the MUDDSG. One waiver is requested to allow for compact crushed granite and artificial turn rather than concrete. Staff recommends support of the waiver and the request to defer the parking spaces.

Planning Commission recommended approval with eight conditions. All conditions have been met. Staff is recommending approval this evening.

Councilmember Hamlington asked if there was discussion of blocking off the section of the parking lot from traffic. Director Zuccaro stated it is access to the traffic signal for the businesses so it was not reviewed.

Garrett Nicodemus, applicant, state the beer garden is critical to the success of their business and he hopes it will be approved.

#### **Public Comments**

Josh Cooperman, Louisville, stated he supports the application as an amenity rather than a parking lot.

Councilmember Dickinson stated this is a good use of the space and much better than a parking lot or drive thru.

**MOTION:** Councilmember Hoefner moved to approve the resolution; seconded by Councilmember Leh seconded the motion.

Councilmember Hoefner stated this is a great model of what to do with unnecessary parking spaces.

Mayor Maloney closed the public hearing.

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

ORDINANCE NO. 1864, SERIES 2023 – AN ORDINANCE APPROVING A REZONING OF LOT 10, BLOCK 1 AND OUTLOT 1 OF DELO LOFTS FINAL SUBDIVISION PLAT FROM COMMERCIAL COMMUNITY (CC) TO MIXED-USE RESIDENTIAL (MU-R) AND APPROVING AN AMENDMENT TO EXHIBIT A, LAND USE PLAN EXHIBIT, REFERENCED IN LOUISVILLE MUNICIPAL CODE CHAPTER 17.14 – MIXED USE ZONE DISTRICTS – 2<sup>nd</sup> READING – PUBLIC HEARING (advertised *Daily Camera* 10/12/23)

Mayor Maloney introduced the item by title and asked for disclosures. Seeing none, he opened the public hearing.

Community Development Director Zuccaro stated the applicant, Live Forward Development, requests rezoning of a 2.47-acre property from the CC-MU (Commercial Community – Mixed Use) to MU-R (Residential Mixed Use) zoning district. The CC-MU district limits development of the property to commercial, office, and institutional land uses that are intended to orient to the adjoining State Highway 42. The requested MU-R zone district allows a range of residential uses, such as townhomes, condos and apartments, up to a gross density of 20 dwellings per acre.

Director Zuccaro reviewed the history of Highway 42 Revitalization Area noting this is a unique zoning area in town. Zoning and redevelopment in this area was centered around the anticipated train station for FasTracks leading to the current mixed use zoning. This is an urban renewal area and the goal was to have appropriate land uses to promote the development the City was looking for in this area.

He noted the City is still planning for a train station at this location. There is no time frame but RTD is evaluating peak service trains on this corridor and, CDOT is looking at Front Range passenger rail on this corridor. These could lead to a Louisville station.

He reviewed a concept plan that could be built under the new zoning. It includes apartments and townhomes as well as retail space. He reviewed the traffic and market

analyses for the new zoning noting there is currently a market for residential but low demand for retail development in the area. He stated the change in market conditions in the area may warrant this rezoning.

He reviewed some of the criteria for rezoning noting that Policy No. 2 states "the area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area." The fiscal analysis noted weak market conditions for commercial development on this parcel on Highway 42 and lack of adequate vehicular access to support highway-oriented commercial uses.

He reviewed the fiscal analysis stating mixed-use residential development often has a negative balance in the model, however we need to take market feasibility into consideration. If the property is zoned in a way that is outside of market feasibility it can negatively impact urban renewal goals. He added the fiscal model does not capture the broader economic vitality of supporting the surrounding commercial areas. He also noted that online sales tax is changing the City's fiscal balance.

He stated the Planning Commission reviewed the application and recommends approval. Staff also recommends approval.

Councilmember Leh asked what broader economic vitality impacts this might have. Director Zuccaro stated bringing more people has the possibility of activating the areas around it and bringing shoppers to area businesses including downtown.

Councilmember Dickinson asked if it is accurate that if we change the zoning it would bring in less revenue than if the site developed with the current zoning. However, there does not appear to be a market to develop under the current zoning so currently we are getting almost nothing from the site. Director Zuccaro stated that is correct.

Hunter Floyd, LiveForward Development, Applicant Presentation, stated when they initially looked at this site they were considering more commercial but after viewing the site and listening to what the neighbors want they feel this new approach would be much more successful. They hope to build a quality project that will have a positive impact on the local businesses.

He stated they have done a great deal of public outreach with the surrounding neighbors and business community to understand the vision people have for this site. People asked for more green space; dog areas; retail viability on the site; traffic safety; affordable housing; and amenities. They feel they have addressed all of these issues in their proposal and they have good support from the neighbors. They believe this proposal is in support of the City's vision for this area.

Councilmember Leh thanked the applicant for meeting with the community and incorporating their feedback into their plan.

#### **Public Comments**

Josh Cooperman, Louisville, stated he supports this rezoning to add more sustainable housing with density and walkability. Homes here would support businesses on Hwy 42 and in Downtown and bring them employees. He supports the potential to provide affordable housing. He encouraged this type of rezoning in other locations.

Mike Deborski, Louisville, stated he supports this rezoning as commercial is no longer viable in the area. The fiscal model is a tool, but the cost to benefit information needs to be considered. He stated the applicant has engaged with the community and figured out what will be a good fit here. He encouraged approval.

Sherry Sommer, Louisville, stated the fiscal model needs to be taken into consideration. She supports affordable housing in the area. She is concerned about increased traffic. She wants to see commercial spaces that are walkable from these homes.

Councilmember Hoefner stated Policy #2 is clearly met, the circumstances of the site have changed dramatically. He stated we do need housing as a community. He noted the existing vacancies for office and retail spaces in town mean it is unlikely we will get commercial development on this site.

Public Comments - None.

Councilmember Dickinson stated we do need housing and that is likely to be built on this site if it is rezoned. He hopes to see some affordable housing on this site.

Mayor Maloney stated this rezoning may get us something we all want. This looks like a good use of the site and he supports this.

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

Mayor Maloney closed the public hearing.

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

RECOMMENDED BUDGET FOR 2024, INCLUDING UPDATED CAPITAL IMPROVEMENTS PLAN FOR 2023-2028 & UPDATED LONG-TERM FINANCIAL PLAN FOR 2023-2028 – PUBLIC HEARING (advertised *Daily Camera* 10/8/23)

Mayor Maloney introduced the item by title and opened the public hearing.

City Manager Durbin stated this is the public hearing for the 2024 Budget. Adoption will be in November. That will be followed by work on the mill levy finalization and a budget amendment depending on the outcome of the opens space and parks ballot issue.

Finance Director Ryder Bailey stated this version of the budget incorporates feedback from the previous four budget meetings. He reviewed the priorities used in this year's budget: Marshall Fire recovery; Open Space and Parks ballot measure; sustainability; economic vitality; and personnel expenditures.

He reviewed the changes made for this version including IT enhancements, the Police co-responder program; the Comprehensive Plan Update; the Parks & Open Space Master Plan; and Open Space mitigation. He reviewed personnel expansions.

Director Bailey reviewed the proposed budget by program. He reviewed the changes that have been made from the last meeting to make this budget structurally balanced. He reviewed the cost of salaries and benefits and noted the revenue projections have been increased. He noted the interfund transfers that are included.

He reviewed the long-term forecast for each fund. He noted the Parks & Open Space fund has not be updated for this but will be amended after the results of the November ballot issue.

Public Comments - None

Councilmember Dickinson stated the budget reflects the Council priorities and he supports it. Councilmember Hoefner agreed.

Mayor Maloney stated the changes in here reflect the requests from Council. He noted much of this could be impacted by the results of the ballot issue.

Mayor Maloney closed the public hearing.

The budget will come back in November for approvals.

ORDINANCE NO. 1865, SERIES 2023 – AN ORDINANCE AMENDING CHAPTER 3.24 OF THE LOUISVILLE MUNICIPAL CODE REGARDING THE CITY'S TAX AND FEE BUSINESS ASSISTANCE PROGRAM – 2nd READING – PUBLIC HEARING (advertised *Daily Camera* 10/12/23)

Mayor Maloney introduced the item by title and opened the public hearing.

Interim Economic Vitality Manager Austin Brown stated this amendment to the Business Assistance Program (BAP) would codify the City's practice of rebating consumer use taxes. He reviewed the history of the BAP program. This proposed ordinance would add a definition of 'consumer use tax' to the code; expand the definition of 'fees' to include the amount of consumer use taxes collected; and require businesses 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.

Staff recommends approval of the ordinance.

Councilmember Dickinson asked if the 10% per year claw back is new to the program. Brown stated it is not new, but it was not codified.

Public Comments – None.

Public Comments – None.

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

Mayor Maloney closed the public hearing.

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

#### AMENDMENT #1 TO THE 2023 PAVEMENT MARKING CONTRACT

Maloney introduced the item. Mayor Maloney asked the Council if the information in the packet was sufficient or if a presentation was needed. The Council agreed no presentation was needed.

Director Kowar shared a video explaining advisory bike lanes like those are planned for Polk Avenue.

**Public Comments** 

Josh Cooperman, Louisville, urged approval of the restriping on Polk/Dahlia and on Via Appia to prioritize the safety of bikers and pedestrians without affecting vehicular traffic. This advances the goals of the Transportation Master Plan to provide more buffered bike lanes and developing safer routes for all users. He asked for better signage at the crossings on Via Appia.

Griffen Cook, Louisville, stated the core of town does not have any large roads so it is much easier to walk and bike around town, the exception is Via Appia. He supports the changes to Via Appia to make it safer for pedestrians and cyclists.

Sherry Sommer, Louisville, stated Via Appia is a traffic hot spot and people are concerned about crossing the street safely. She supports the changes.

Councilmember Hoefner stated this is a good response to the requests we have gotten for more safety for pedestrians.

Councilmember Hamlington stated there will be the need for education for people using Polk with this new striping.

Councilmember Leh stated he would like to reevaluate this after it has been in use for a while to make sure it is working as intended.

**MOTION:** Councilmember Dickinson moved to approve the contract amendment; seconded by Councilmember Hoefner.

Councilmember Dickinson stated he supports these changes. He agreed the Polk striping will require education for people.

Mayor Pro Tem Fahey stated younger drivers in particular will need education.

Councilmember Kern stated she has concerns that on Via Appia there are times of day that have enough traffic to warrant both lanes. She is worried the intent is to be safer but it might create more difficulty seeing cyclists and pedestrians. She agreed education will be key. We should see if it is working and if it is not working reevaluate it.

Director Kowar stated education materials will be put out broadly including a video and staff presence. This is a pilot project and if it doesn't work we can change it back. He noted Via Appia is designed for about 35,000 cars per day, one lane in each direction could handle about 22,000 cars per day and currently the traffic volume is between 4,000-7,000 cars per day. This plan prioritizes bikes and pedestrians.

Mayor Maloney stated these changes will make it safer for cyclists with only one lane to cross. He supports the changes.

**VOTE:** Motion passed by unanimous voice vote.

#### **EXECUTIVE SESSION**

# PERFORMANCE REVIEW OF OFFICIALS APPOINTED BY THE CITY COUNCIL (Home Rule Charter Section 5-2(b), CRS 24-6-402(4)(f))

Mayor Maloney introduced the executive session.

City Attorney Kelly stated the Mayor has requested the executive session for the purpose of discussion of annual performance evaluations of the City Attorney, Water Attorney, and Municipal Judge.

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 Council
Meeting Minutes
October 17, 2023
Page 13 of 13

City Attorney Kelly stated that authority for the executive session is given in Section 5-2(b) of the Home Rule Charter which authorizes an executive session for the purpose of reviewing the performance of employees directly appointed by the City Council. An executive session for this purpose is also authorized by the Open Meetings Law, Section 24-6-402(4)(f) of the Colorado Revised Statutes. The request involves evaluations for the City Attorney, Water Attorney, and Municipal Judge, who are all employees directly appointed by the City Council.

**MOTION**: Mayor Maloney moved to go into executive session for the purpose of discussing personnel matters involving employees directly appointed by the City Council, and that the executive session include the City Attorney except that Ms. Kelly will leave the executive session when the City Council discusses the City Attorney evaluation. Seconded by Councilmember Dickinson

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

Council adjourned to executive session at 10:13 pm. The Council meeting reconvened at 10:40 pm.

# REPORT – DISCUSSION/DIRECTION/ACTION – ANNUAL EVALUATIONS OF MUNICIPAL JUDGE, WATER ATTORNEY, AND CITY ATTORNEY

City Attorney Kelly stated that while in executive session the Council discussed evaluations of the municipal judge, water attorney, and city attorney. No further action is needed this evening.

#### CITY ATTORNEY'S REPORT

None.

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

None.	
	ADJOURN
Members adjourned at 10:43 pm.	
	Dennis Maloney, Mayor
Meredyth Muth, City Clerk	



# City Council Meeting Minutes

December 5, 2023
City Hall, Council Chambers
749 Main Street
6:00 PM

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

City Council: Mayor Chris Leh

Councilmember Deborah Fahey Councilmember Barbara Hamlington Councilmember Dietrich Hoefner

Absent: Mayor Pro Tem Caleb Dickinson

Councilmember Judi Kern

Staff Present: Jeff Durbin, City Manager

Samma Fox, Deputy City Manager

Meredyth Muth, City Clerk

Others Present: Kathleen Kelly, City Attorney

#### APPROVAL OF AGENDA

Mayor Leh noted that due to the illness of two members this evening the agenda has amended and Resolution No. 80 will be continued. He called for changes to the amended agenda and hearing none asked for a motion. **Motion:** Councilmember Fahey moved to approve the agenda, seconded by Councilmember Hoefner. **Vote:** All in favor.

Mayor Leh stated Council will not be taking comments on Resolution No. 80 Redtail Ridge this evening those will be taken when the public hearing is rescheduled.

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

Cynthia Corne, Louisville, thanked City Manager Durbin for increasing communication with residents. She stated the City Manager should be handling large development project in the city and not delegating it to other staff.

Cathern Smith, Louisville, requested changes to the Louisville Municipal Code related to the new developments including requiring developers to mitigate impacts on the fire survivors; to require Council to make development decisions and not delegate them to staff; and to require development applications and staff analysis be posted to the website 14 days prior to a public hearing.

Tamar Krantz, Louisville, asked Council to allow people to speak to the Redtail continuance date. Mayor Leh asked the City Attorney if that is allowed. City Attorney Kelly stated the decision to continue an item is at the discretion of City Council and public comments are generally not taken as it is simply a Council agenda decision.

Shawn Howe, Louisville, asked Council for their help with problems with contractors in the fire rebuild zone. There have been problems with negligence undergrounding causing thousands of dollars of damage and their refusal to pay for damages. She asked Council to intervene.

Sonali Marlin, Louisville, also asked for help with the contractor who is refusing to pay for damage they have done or accept liability.

Sherry Sommer, Louisville, pooled time with Jan Prokop, stated the scheduling and postponing of the Redtail resolution has caused a lot of angst with the community. She asked for Council to take all comments for this item.

#### APPROVAL OF THE CONSENT AGENDA

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

- A. Approval of Bills
- B. Approval of Resolution No. 76, Series 2023 A Resolution Approving an Addendum to Wastewater Treatment Plan Solids Handling Upgrade Project Pre-Construction Phase Services with Aslan Construction Inc.
- C. Approval of the Purchase of One Hydro Excavator and one Combination Sewer Cleaning Vac Truck
- D. Approval of Resolution No. 77, Series 2023 A Resolution Approving and Intergovernmental Agreement with the Town of Estes Park Regarding the Sharing of a License for a Public Works Computerized Maintenance Management Service
- E. Approval of Change Order #1 to the 2023 South Boulder Road Culvert Lining Project
- F. Approval of Third Amended Employment Agreement for City Manager Jeff Durbin

- G. Approval of Contract for Presiding Municipal Judge for the Louisville Municipal Court for 2024-2025
- H. Approval of Contract with Kelly PC for City Attorney Services for 2024-2025
- I. Approval of Resolution No. 78, Series 2023 A Resolution Setting Certain Fees, Rates, and Charges for the City of Louisville, Colorado
- J. Approval of Resolution No. 79, Series 2023 A Resolution Approving an Intergovernmental Agreement to Share Costs for a Regional Minimum Wage Economic Analysis

# COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Councilmember Fahey stated there will be a Ward II meeting to hear from residents on December 13 at the Rec Center.

Mayor Leh noted there may be a ballot issue next year related to metro rail.

#### **CITY MANAGER'S REPORT**

None.

#### **REGULAR BUSINESS**

# RESOLUTION NO. 80, SERIES 2023 – A RESOLUTION APPROVING THE REDTAIL RIDGE FILING NO. 1 PRELIMINARY SUBDIVISION PLAT

Mayor Leh stated that as two Councilmembers are out sick this evening staff is recommending the item be continued to January 16, 2024 at 6 pm.

Councilmember Hoefner stated he will be recusing himself from this item due to a professional conflict of interest and he left the room.

Mayor Leh opened the public hearing.

**MOTION:** Councilmember Fahey moved to continue the item to January 16 at 6 pm; Councilmember Hamlington seconded the motion.

Councilmember Hamlington asked if the date could be set for after the appointment of the new Ward I member.

Mayor Leh stated he supports moving it sooner so as not to delay this any longer. He stated it will likely take more than one meeting to complete the hearing and that will make the process even longer.

Councilmember Hamlington stated that with Councilmember Hoefner's recusal and not having a Ward I member the Council is short two members. If the process will take more than one meeting anyway it makes sense to wait until February so the new Ward I member can fully participate in the process.

Councilmember Fahey asked the City Attorney if the hearing is split between two meetings and the new councilmember was appointed between meetings would they be able to vote on the issue. City Attorney Kelly stated if the new member watched the first meeting and participated in the second meeting they would be allowed to vote as they would then have the same evidence as the rest of the of the councilmembers.

Mayor Leh stated he is concerned about a long delay in the process and we can't wait for the perfect conditions before we start a hearing.

Mayor Leh asked what the timetable is for appointing the new councilmember. Clerk Muth stated the application will be available shortly with a deadline of January 16, interviews on January 30 and appointment on February 6.

Mayor Leh stated he wants to keep things moving but he has no objection to moving it to the February 6 date.

Mayor Leh made a friendly amendment to move the date of the hearing to February 6, 2023. Councilmember Fahey did not accept the friendly amendment.

Councilmember Fahey stated she feels that waiting until January 16 is long enough.

**VOTE:** Motion failed. Councilmember Fahey voting yes; Councilmember Hamlington and Mayor Leh voting no. (Councilmember Hoefner recused.)

**MOTION:** Mayor Leh moved to continue the public hearing to February 6, 2024 at 6 pm. Councilmember Hamlington seconded the motion.

**VOTE:** Motion carried by unanimous roll call (Councilmember Hoefner recused.)

Councilmember Hoefner returned to the room.

# DISCUSSION/DIRECTION/ACTION – COMMITTEE RECOMMENDATION OF APPLICANTS TO APPOINT OR INTERVIEW FOR BOARD AND COMMISSION VACANCIES

Mayor Leh introduced the item. He stated that this process is never perfect and we are always trying to improve it.

Clerk Muth stated the City Council appointed Councilmembers Hamlington and Hoefner to review the written applications for board and commission vacancies and make recommendations. The committee met on November 27 to review the written applications and the meeting packet includes their recommendations on who to appoint to a board without an interview, and who to bring back for an interview with the full council.

Muth noted there was an error in the packet and Jennifer Hunt's application was omitted. Councilmembers Hamlington and Hoefner both agree Ms. Hunt should be added to the Planning Commission interview list.

The Council should discuss the recommendations from the committee, determine if the Council has any changes, and approve a final list of applicants for interview. After the interviews, the Council will discuss the appointments for all positions. The Council will then vote on the final board appointments on December 19.

Councilmember Hoefner noted the quality of the applications was amazing and the fact that so many people are willing to volunteer for the City speaks to the quality of residents we have. He and Councilmember Hamlington used the same criteria and compared scores and generated recommendations based on that. They tried to be objective and fair to both those reapplying and new applicants. In a perfect process we would have interviewed everyone but that is just not possible.

Councilmember Hamlington stated we have such an engaged community and she thanked everyone for their interest in serving. It was very difficult to create this recommended list. She reiterated the process they used to make the list and the intent is to have a robust discussion of the list this evening.

Councilmember Hoefner stated they do recommend Jennifer Hunt be added to the interview list for the Planning Commission. Councilmember Hamlington stated when Ms. Hunt's application was scored with the criteria she ranked highly and she should be added to the interview list.

#### **Public Comments**

Sherry Sommer, Louisville, stated she would all like all of the Planning Commission members who reapplied be included in the interview list.

Josh Cooperman, Louisville, recommended that Julia Cline be included in the interview list as she would bring new perspectives to the City as a renter and a female board member.

Maxine Most, Louisville, asked that applications should be complete or not be included in the review. She asked to see the criteria rubric that were used be made public.

City Council
Meeting Minutes
December 5, 2023
Page 6 of 6

Councilmember Fahey asked that all reapplying members of boards be included in the interviews and that Jonathan Mihaly be included on the interview list for the Planning Commission.

Councilmember Hamlington stated she is has no problem including all the reapplying members on the interview list. She stated that to be equitable the Council should focus on the applications as not everyone has the ability to have someone come and advocate for them in this process.

Mayor Leh agreed that all members reapplying for Planning Commission should be on the interview list as well as Ms. Hunt, Mr. Mihaly, and Ms. Cline. He also would like all of those reapplying for the Sustainability Board be on the interview list.

Mayor Leh stated he disagreed with Councilmember Hamlington on using only the application for review. Many of these people have served on boards and worked with Council and that experience should be taken into consideration. It may not be weighted as more important than the application but should be taken into consideration.

Members agreed to add Ms. Hunt, Mr. Mihaly, and Ms. Cline to the interview list for the Planning Commission along with those listed to appoint without an interview. Additionally, they added those reapplying members of the Sustainability Advisory Board to the interview list.

#### CITY ATTORNEY'S REPORT

None.

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

Councilmember Hamlington thanked everyone involved in the Parade of Lights. Mayor Leh also noted it was a great event.

Mayor Leh asked for consideration of a future item for discussion of the building code board of appeals and adding to their duties a review of building codes.

**ADJOURN** 

Members adjourned at 7:33 pm.	
	Christopher M. Leh, Mayor
Meredyth Muth, City Clerk	



# City Council Meeting Minutes

May 28, 2024 Library Meeting Room 951 Spruce Street 6:00 PM

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

City Council: Mayor Chris Mayor Leh (arrived 6:05 pm)

Mayor Pro Tem Caleb Dickinson Councilmember Deborah Fahey Councilmember Barbara Hamlington Councilmember Dietrich Hoefner

Councilmember Judi Kern (arrived 6:04 pm)

Absent: Councilmember Tim Bierman

Staff Present: Jeff Durbin, City Manager

Kurt Kowar, Public Works Director

Adam Blackmore, Director of Park, Recreation & Open Space

Ember Brignull, Open Space Superintendent

Benjamin White-Patarino, Senior Ranger Naturalist

Rafael Gutierrez, Police Chief

Scott Moore, Crime Prevention Specialist

Meredyth Muth, City Clerk

#### **DISCUSSION/DIRECTION – TRAFFIC SAFETY: BICYCLES & E-BIKES**

Chief Gutierrez reviewed the Department's traffic safety efforts highlighting a directive toward a more robust approach to proactive policing in general. He noted increased speed enforcement with a focus on vehicle, pedestrian, and bicycle safety. The Department and the City's traffic engineers work together on engineering, education, and enforcement.

He reviewed current bicycle laws and e-bike regulations. He noted that for e-bikes there are three classes of bike:

 Class 1: Pedal assist only max speed 20 mph – no license required. A person may ride a class 1 or class 2 electrical assisted bicycle on a bike or pedestrian path where bicycles are authorized to travel.

- Class 2: Throttle controlled motor no pedaling required, max speed is 20 mph –
  no driver's license required. A person may ride a class 1 or class 2 electrical
  assisted bicycle on a bike or pedestrian path where bicycles are authorized to
  travel.
- Class 3: Fastest-legal e-bikes, pedal assist and throttle control max speed up to 28 mph.

Persons under 16 years of age may not operate nor ride as a passenger on a Class 3, unless the bike can accommodate passengers; no driver's license is required, but for Class 3 a person must be 16 or over. Helmets are required for riders under 18 for a Class 3; and Class 3 is restricted to roadway use unless allowed on trails.

Chief Gutierrez noted the statewide and national trend of increased auto/pedestrian/bicycle accidents. He reviewed local statistics for the past six years.

Scott Moore, Crime Prevention Specialist & Police Department Public Information Officer, reviewed the Department's outreach and enforcement efforts. He noted they are trying to balance citations and educational contacts.

Senior Ranger Naturalist Benjamin White-Patarino, reviewed the efforts the Open Space Department to address high-traffic trail areas. Phase one included new signage at key areas. Phase two includes an education campaign and outreach to all trail users about shared responsibilities.

Councilmember Hoefner asked what other cities are doing, and if there are best practices we should be following. Chief Gutierrez stated there are no best practices yet; most cities are using the state rules.

Mayor Pro Tem Fahey stated the whole reason for this discussion this is safety. She is interested in the education aspect. She asked to include drivers in an education campaign to help them understand how to drive around bikes and pedestrians.

Councilmember Hamlington asked if there is a speed limit on Louisville Open Space trails. White-Patarino stated we do not have a speed limit as the rangers do not have the ability to pull over riders. Because of that they focus on behavior and the context of trail conditions.

Councilmember Hamlington asked what enforcement looks like when a minor is involved in a situation and is their guardian also contacted. Chief Gutierrez stated guardians will be contacted if it is a serious issue. Teens are generally counseled on safety and sometimes taken home to contact a parent.

Councilmember Kern asked if a speed limit on trails could be consistent with our neighboring communities.

Councilmember Kern asked if the Police Department is reaching out to Middle and High schools with the education campaign. Moore said they have only done elementary schools so far, but certainly can reach out to older students.

Councilmember Kern asked if accidents that involve minors can be tracked. It would be good to know how many minors are involved in accidents. Chief Gutierrez stated if that is information that is needed officers can start collecting that and noting it in the records.

Mayor Pro Tem Dickinson asked if helmets are required. Chief Gutierrez stated there is no helmet law in Colorado except for e-bike riders from 16-18 year old for Class 3 bikes.

Mayor Pro Tem Dickinson stated you can build a bike without a governor and anecdotally has heard of kids going much faster than 28 mph.

Mayor Pro Tem Dickinson asked how registration would play into enforcement. Chief Gutierrez stated it is a crime prevention issue first, but also it allows the basis for a licensing program for riders.

Mayor Pro Tem Dickinson asked where the line is drawn between an e-bike and a motorcycle. Chief Gutierrez stated state rules say that an e-bike has a 250-750 watt motor and anything larger would be considered a motorcycle.

Mayor Leh asked what the rules are for e-bikes on sidewalks. Chief Gutierrez stated class 1 and 2 bikes are allowed on sidewalks and must pass pedestrians safely. He noted that municipalities can create their own local rules.

#### **Public Comments**

Lucas Melgard, E-bike Colorado, gave some clarification about e-bike specifications and how they work. He noted some mobility impaired riders need the Class 2 bikes with the throttle to help start and balance.

Denise Montague, Louisville, stated she is concerned about the use of e-bikes by youth. She asked for rules on where to ride and how to interact with others. Many of the young riders don't have experience driving in traffic. She spoke of dangerous interactions she has had and how many of the riders don't yield to pedestrians on the sidewalk. She would like better rules on where the bikes can ride.

Randy Caranci, Owner E-bike Colorado, stated he is happy to work with the City on education for new buyers. He stated their shop never sells bikes that exceed the 750 watt regulation.

Toran Goddard, Louisville, stated he rides an e-bike to get around town. He supports the speed limit sign on the trails so people know how fast they can go. He stated there

is confusion about if they should ride on the road or the sidewalk so that should be clarified.

Michael Kramer, Louisville, stated many of the bikes he sees are more like dirt bikes; they are basically motorcycles.

Max Clark, Louisville, stated there is much confusion about whether they should ride on the road or the sidewalk.

Patrick Cisneros, Louisville, agreed there is confusion. Cars don't like the bikes on the road and pedestrians don't like them on the sidewalk. It should be clear where they should be.

Sherry Sommer, Louisville, asked if education could be required when a bike is purchased.

Gregory Jones, owner Louisville Cyclery, stated kids need to know what the rules are without it being made into a big deal. Many people are buying their bikes online so there is little control over that, but for those sold in person education can be a part of that.

Quinton Pacho, Louisville, stated that perhaps kids should be required to get a license to ride e-bikes.

Keith Rice, Louisville, stated this isn't a new problem just a new technology. We need to get rules to catch up to the technology for meaningful solutions.

Kevin Berry, E-Bike Colorado, stated there are bikes over 750 watts on the street but those are not sold on their store. There needs to be behavior expectations for all users of the road.

Mayor Leh asked Councilmembers what problems the Council would like staff to address.

Councilmember Kern would like to address trail use and if bikes should be using the street or sidewalk; they may need to be addressed differently. She would like to get suggestions from the youth riders.

Mayor Pro Tem Dickinson stated some enforcement will be needed, but not heavy handed enforcement. The concern of drivers is they are afraid they might harm a kid on a bike when the bike rider is not following the rules. He would like more education for people, especially kids, on how to ride safely. He also would like to see more protected bike lanes on streets as there will be more and more e-bikes in the next few years.

Councilmember Hoefner agreed with Mayor Pro Tem Dickinson. He would like to be sure we are coordinating with the surrounding jurisdictions. Boulder does have a 15

City Council
Meeting Minutes
May 28, 2024
Page 5 of 5

mph posting limit on the bike paths. We need more education particularly at the middle and high schools. He would like to see the code updated to make sure the standards are clear to everyone. These bikes are great for mobility and getting more people out of cars and on to bikes.

Mayor Pro Tem Fahey agreed education is important for both bike riders and drivers.

Councilmember Hamlington stated pedestrians also need the education. She would like to see how we can address online retailers who are selling bikes well above the 750 watt limit. She noted that parents and kids need to be getting the same educational information. Parents need to know if their kids are being cited for poor behavior.

Mayor Leh stated the problem is not the e-bikes it is the behavior of some riders and we don't want to discourage the use of this technology. The bottom line is reducing conflict and keeping people safe. We need to see what we can do to clarify the standards and local laws. We should use our local retailers to help educate, but we can't do much about online retailers.

Mayor Leh would like to see a rule against e-bike racing in our code. He appreciates the police using a light touch with kids. He would like a regulation that clearly identifies where e-bikes can ride.

Members discussed the pros and cons on requiring e-bikes to stay on the street versus the sidewalk and what behavior is expected.

**ADJOURN** 

Staff will bring back suggested code and safety changes for Council to consider at a later date.

Members adjourned at 8:36 pm.	
	Christopher M. Leh, Mayor
Meredyth Muth, City Clerk	



# City Council Meeting Minutes

June 11, 2024 Library Meeting Room 951 South Street 6:00 PM

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

City Council: Mayor Chris Leh

Mayor Pro Tem Caleb Dickinson Councilmember Deborah Fahey Councilmember Barbara Hamlington

Councilmember Dietrich Hoefner (attended remotely)

Councilmember Judi Kern

Staff Present: Jeff Durbin, City Manager

Samma Fox, Deputy City Manager

Rob Zuccaro, Community Development Director

Adam Blackmore, Parks, Recreation, & Open Space Director

Ryder Bailey, Finance Director

Sharon Nemechek, Cultural Services Director

Rafael Gutierrez, Police Chief Meredyth Muth, City Clerk

#### **DISCUSSION/DIRECTION - 2025 CITY COUNCIL WORK PLAN**

Mayor Leh introduced the item.

City Manager Durbin noted the City Council establishes their work plan annually and most recently revised their 2024 work plan in January of this year. The City Council work plan also helps staff prioritize internal work plans and schedule the work needed to bring to City Council for engagement. Tonight is the first step in establishing the 2025 Work Plan.

Deputy City Manager Fox reviewed the current work of the City highlighting the importance of core services and the work that City staff does every day to allow the City to function. City Manager Durbin reviewed some projects and priorities departments are doing already that are above and beyond the core services.

City Manager Durbin proposed a modified process this year to connect the Council Work Plan with the City's strategic initiatives. He reiterated that the role of Council is to set policy, not to lead individual tasks or projects. The strategic framework should inform the Council work plan and both should align.

Deputy City Manager Fox reviewed the timeline for the work plan process. City Manager Durbin stated the goal was to have Council focus their thinking at the strategic priorities level and he gave examples of what that might look like. The 2024 work plan was a mix of priorities, projects, and tasks and staff is suggesting the 2025 work plan focus solely on strategic priorities. This would then allow staff to determine the steps and tasks it will take to get there.

Deputy City Manager Fox stated that for this year staff is asking each Councilmember to submit a list of strategic challenges or opportunities they would like in the work plan. With the list please identify what success would look like in taking on that issue.

Deputy City Manager Fox reviewed the next steps for the work plan and the meetings that will be scheduled.

Members discussed how they might define success, noting some items are difficult to define.

Hamlington asked if Council could get a list of the project staff already be will doing so Council does not have to include those in their lists.

Mayor Leh noted staff is already doing a large amount of work on core services and that takes up a great deal of time. That needs to be taken into account when Council created additional items on their work plan.

Mayor Pro Tem Dickinson noted it is hard to evaluate how many projects can get done with the time constraints, financial constraints, and limited staff time. It is hard to identify what can be done reasonably and within budget.

City Manager Durbin stated if Council can identify clear priorities then staff can steer their work better to fit into those priorities. Deputy City Manager Fox added that if the priorities are clear staff can then identify the tasks needed to address the goal and what tradeoffs might be needed to get there.

#### **Public Comments**

Sherry Sommer, Louisville, stated she is interested in how community demands will be incorporated in the work plan. She stated ideally these goals can be met without political pressure.

City Council
Meeting Minutes
June 11, 2024
Page 3 of 3

Mayor Leh observed that aspirations and community demand are good, however core services need to be addressed before the aspirational goals, particularly preparedness.

Mayor Leh asked for staff to provide an update on the status of items on the 2024 Work Plan in this process so they can determine if changes need to be made and see how it might impact the 2025 plan.

Staff will distribute the template for Council to complete with their suggested goals; staff will compile those for the July 23 meeting.

**ADJOURN** 

Members adjourned at 7:29 pm.	
	Christopher M. Leh, Mayor
Meredyth Muth, City Clerk	



# CITY COUNCIL COMMUNICATION AGENDA ITEM 4C

SUBJECT: APPROVAL OF HOLIDAY LIGHTING AND MAINTENANCE

**AGREEMENT** 

DATE: JUNE 4, 2024

PRESENTED BY: ABBY MCNEAL, PARKS SUPERINTENDENT

ADAM BLACKMORE, PARKS, RECREATION & OPEN SPACE

DIRECTOR

#### **OVERVIEW:**

This project will install, maintain, and remove holiday lighting and décor throughout the City of Louisville. The selected contractor will be required to have lighting and décor installed and operational 1 (one)-week prior to the Thanksgiving holiday. Lighting and décor shall be maintained through the holiday season until a removal date typically no earlier than 4th week of January. The designated areas can be found in Exhibit C.

The Request for Bid was posted on Rocky Mountain Bid and for two consecutive weeks in the Daily Camera, starting on April 18. The City received accepted formal bids from 4 vendors with varying alternative options for consideration.

The most fiscal bid was from Colorado Christmas Lights who has provided these services for the last three (3) years. The lighting will remain the similar providing downtown with a holiday feel. As the Downtown Vision Plan is implemented, the holiday lighting will be adjusted to connect the improvements.

Staff is recommending the city enter into a contract with Colorado Christmas Lights for holiday lighting installation, maintenance and removal for a period of 3 years, at a flat rate of \$69,719.04 with no annual increases.

#### ATTACHMENT(S):

- 1. High Scope Of work
- 2. Exhibit C Mapping of Holiday Lighting and Decor
- 3. Service Agreement

#### **RECOMMENDATION:**

Approval of agreement with to support Holiday Lighting and Maintenance Service

#### **STRATEGIC PLAN IMPACT:**

	Financial Stewardship & Asset Management		Reliable Core Services
$\boxtimes$	Vibrant Economic Climate	$\boxtimes$	Quality Programs & Amenities

SUBJECT: HOLIDAY LIGHTING CONTRACT

DATE: JUNE 18, 2024 PAGE 2 OF 2

$\boxtimes$	Engaged Community	Healthy Workforce
	Supportive Technology	Collaborative Regional Partner

#### SCOPE OF WORK

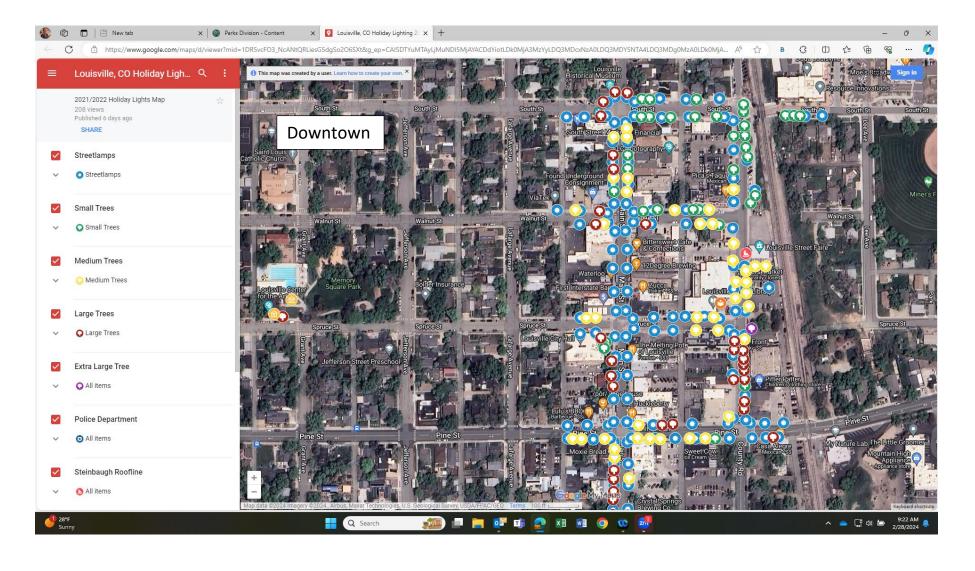
The Scope of Work shall include but is not limited to the following:

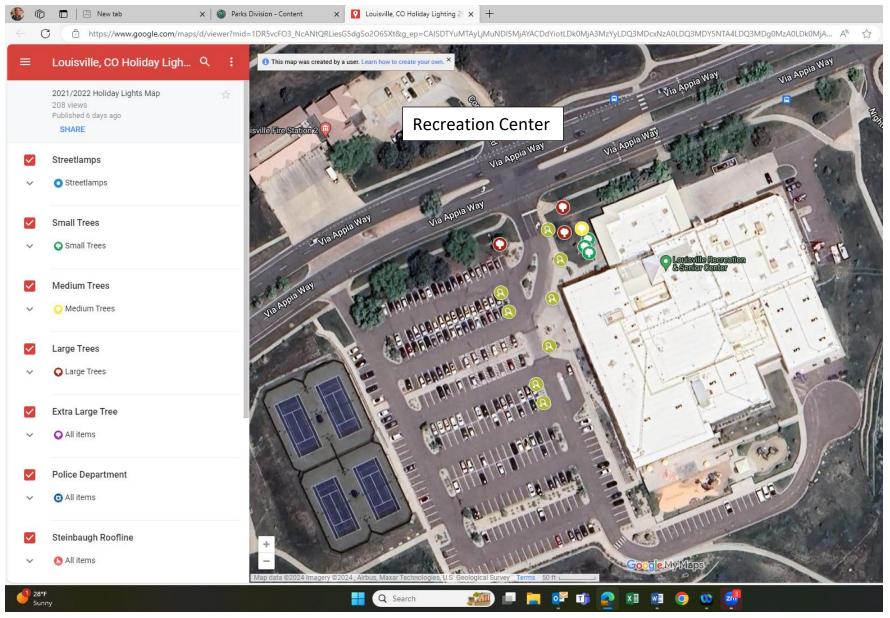
- •Approximately 132 light poles will be decorated with lighted garland (décor) and festive bows. Garland and bows will be provided by the City to the selected contractor to install.
- •Trees to be installed vary in size and are identified in the scope of work found in Exhibit C.
- •The contractor is required to supply lights for all designated locations; type of lights and color selection to be approved by the City. The selected contractor will be responsible for replacement, maintenance, and upkeep of the lighting and décor from installation until removal.
- •Installation of lighting and décor to be perform minimizing impact to traffic, residents and commercial properties.
- •Coordination of street closure need to be communicated to the City 48 hours prior to closure request. The contractor is responsible for any Right of Way permit needed, posting and updating closure/ safety signage throughout the installation, maintenance and removal, communicating updates to designated city staff.
- •Contractor selected must have necessary equipment to access the tree heights and lamp posts as identified in Exhibit C. Contractor should be prepared to supply extension cords and photocell/ timers as needed to provided lighting décor at all poles and trees as identified on mapping.
- •The contractor will be responsible for all clean-up during installation and removal.

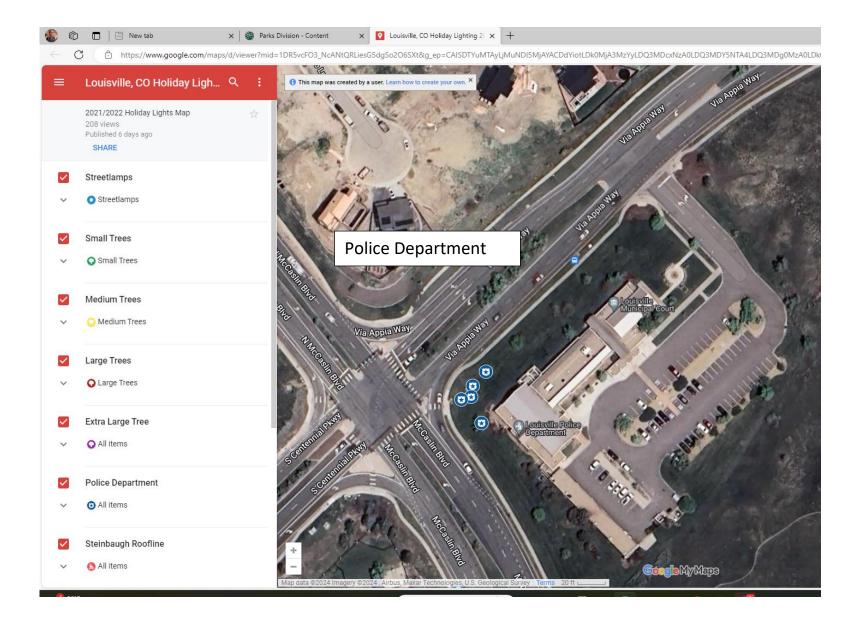
#### **EXHIBT C**

		ing Overvie	ew		
Qua	antity to be co	ntractor verifiea			
Location	# Small trees	# Medium trees	# Large Trees	# Light Poles	
South St to Front -Northside	3	0	0	4	
South St to Front - Southside	5	0	0	4	
South St -west of main	0	0	2	4	
Main St west side South to Walnut	0	4	2	6	
Main St East side South to Walnut	1	4	1	6	1 tree too small for lighting
Front St west side South St south to Walnut	2	1	0	4	
Front St East side South St south to Walnut	8	0	0	2	
Walnut St Northside east to Front	4	1	0	5	2 trees too small for lighting
Walnut St Southside east to Front	1	3	0	4	1 empty tree grate
Main St west side Walnut to Pine	0	0	0	5	
Main St east side Walnut to Spruce	0	0	0	5	
Front St west side Walnut to Spruce	0	4	0	4	
Front Street east side Walnut to Spruce	0	6	0	4	including 2 trees lining south entrance to Pavilion
Main St west side Spruce to Pine	3	0	4	5	2 large 3 small trees at City hall, 2 larger trees at White House building
Main St eastside Spruce to Pine	0	0	0	5	
Front Street east side Spruce to Pine Front St west side Spruce to	1	2	6	5	
Pine	0	1	3	4	
Pine St Northside Main to RR track	1	1	2	8	
Pine St Southside Main to RR track	1	4	1	8	
Main St Westside Pine to Elm	3	0	4	5	
Main St Eastside Pine to Elm	0	0	0	5	1 empty tree grate
Spruce St Northside Main to Front	0	2	0	6	
Spruce St Southside Main to Front	0	1	1	4	1 empty grate
Walnut St Northside West of	0	1	1	2	770
Walnut St Southside West of Main	0	1	1	2	
Spruce St Northside West of	1	0	0	1	
Main Spruce St Southside West of	0	0	0	2	
Main Pine St Northside West of	1	0	0	3	
Main Pine St Southside West of	0	2	0	3	1 empty tree grate
Main South Street East of					1 empty tree grate
Underpass	3	0	0	3	
Hwy 42 / Pine	0 4	0	3	0	Gutter lights south and east sides of building. Lights along black pool
Art Museum/ Memory Pool Recreation Center	8	0	3	4	fencing
kecreation center	Ů	· · ·			

	trees	trees	Trees	Poles	
	# Small	# Medium	# Large	# Light	
Total lighting locations	51	42	36	132	
740 Front Street			1		Large tree by John Breaux Statue
Steinbaugh Pavilion	0	0	0	0	Lights on West roofline. 3 snowflake lights on West facing fence side
Library	0	0	0	0	Lights above public entrance
Police Bldg.	1	4	0	0	







# INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND COLORADO CHRISTMAS LIGHTS FOR HOLIDAY LIGHTING AND DÉCOR SERVICES

#### 1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this 18th day of June, 2024 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Colorado Christmas Lights, LLC**, a Colorado limited liability company, hereinafter referred to as the "Contractor".

#### 2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing holiday lighting and décor installation and maintenance services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

#### 3.0 SCOPE OF SERVICES

The Contractor 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. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

#### 4.0 COMPENSATION

- The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in **Exhibit A** attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in **Exhibit A**. 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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 Contractor shall submit an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses within thirty (30) days of providing the specific task/unit of Services. The invoice shall document the Services provided, identifying by

work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor 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 Parks Superintendent as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by the Parks Superintendent and such person's designees.
- 5.2 The Contractor designates Somerset McCarty as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should this representative be replaced, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor 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 1, 2027, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement for 2024 shall commence on September 15, 2024 and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements. For subsequent years, the City and Contractor shall mutually agree on the installation dates.
- 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 Contractor 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 Contractor 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 \$1,000,000 each occurrence and \$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 \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 contract, 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 Contractor 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 such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor'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

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

#### 10.0 INDEPENDENT CONTRACTOR

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

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS

  EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO

  UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT

  COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR

  OR SOME ENTITY OTHER THAN THE CITY.
- 10.3. Contractor 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. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor 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 Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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 Contractor 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 Contractor 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 Contractor 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

#### 16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

#### 17.0 COMPLIANCE WITH LAWS

Contractor 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.

#### 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 email 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, CO 80027

e-mail: jdurbin@louisvilleco.gov

If to the Contractor:

Colorado Christmas Lights 1579 Marshall Road Boulder, CO 80305

email: info@coloradochristmaslights.com

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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. Contractor 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.
- b) Contractor shall be in compliance with the applicable provisions of the <u>American with Disabilities Act</u> 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 <u>Americans with Disabilities Act</u> 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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

#### 22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor 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 as of the day and year first above written.

CITY OF LOUISVILLE	
By: Christopher M. Leh, Mayor	
Christopher W. Len, Mayor	
Attest: Meredyth Muth, City Clerk	
Meredyth Math, Oity Clerk	
CONTRACTOR:	
COLORADO CHRISTMAS LIGHTS, LLC	
By:	
By: Somerset McCarty, Managing Member	

#### Exhibit A – Scope of Services/Pricing

This project will install, maintain, and remove holiday lighting and décor throughout the City of Louisville. The Contractor shall have lighting and décor installed and operational 1 week prior to the Thanksgiving holiday. Lighting and décor shall be maintained through the holiday season until removal typically no earlier than 4th week of January.

The Scope of Work shall include but is not limited to the following:

- Approximately 132 light poles will be decorated with warm white snowflakes.
- Trees to be installed vary in size and are identified below.
- The Contractor shall supply lights for all designated locations; type of lights and color selection to be approved by the City.
- The Contractor will be responsible for replacement, maintenance, and upkeep of the lighting and décor from installation until removal.
- Installation of lighting and décor will be performed in a manner that minimizes impact to traffic, residents and commercial properties.
- Coordination of street closure need to be communicated to the City 48 hours prior to closure request. The Contractor is responsible for acquiring a right-of-way permit if needed, posting and updating closure/ safety signage throughout the installation, maintenance and removal, communicating updates to designated city staff.
- Contractor selected must have necessary equipment to access the tree heights and lamp posts as identified below. Contractor shall supply extension cords and photocell/ timers as needed to install lighting décor at all poles and trees as identified below.
- The Contractor will be responsible for all clean-up during installation and removal.

#### **Designated Locations**

#### Area 1 - Downtown Trees

• Install C9 warm white floating lights on the canopies (random pattern) and warm white trunk lights on all trees along Main Street and Pine Street city blocks only. (35 Trees plus 3 in front of City Hall for a total of 38 trees downtown)

#### Area 2 - City Hall

- In the 3 trees in the front planters, install warm white color C9 LED floating canopy lights and warm white 5mm mini lights on the trunks.
- Pine tree will be decorated with C9 LED warm white lights in a floating pattern (color of lights is optional).

#### Area 3 - Ice Pavilion

- Install (3) 24" warm white neon LED snowflakes
- Install C9 LED warm white lights on the west side of the building roofline

#### Area 4 – Library

Entrance metal apparatus will be decorated with warm white C9 LED lights.

#### Area 5 - Arts Center

- C9 LED warm white lights installed on the south and east sides of the building
- Magnetic C9 LED warm white lights installed on the black metal railing of the pool

- north, east and south sides.
- (4) small trees decorated with warm white c\C9 floating canopy lights

#### Area 6 - Rec Center

- Install garland on (4) lamp posts by the entrance
- (3) small trees to the left of the front entrance decorated with warm white floating canopy lights and 5mm warm white mini lights on the trunks

#### Area 7 - Police Station

- Install blue C9 floating canopy lights and blue 5mm mini lights on the trunks of (2) deciduous trees
- Install blue C9 floating canopy lights on the (3) pine trees

# Area 8 - Lamp Post Snowflakes

• Install 24" warm white snowflakes for all 132 lamp posts instead of the current aged garland. There will be no extra charge for replacing the garland with our snowflakes.

### 2024 Pricing Schedule

Line	DESCRIPTION	Unit	Quantity	Unit Price	PRICE
1	Mobilization	LS	2	0	\$0.00
2	Tree Lighting – Small Main street, Pine street, Police station, rec center, art center	EA	13	277.38	\$3,605.94
3	Tree Lighting – Medium Main street, Pine Street, Police station	EA	22	747.30	\$16,440.60
4	Tree Lighting – Large Main Street, Pine Street, and City hall Pine tree.	EA	15	1386.90	\$20,803.50
5	Street Pole Lighting	EA	132	49	\$6,468
6	Street Pole Décor*	EA	132	149	\$19,668

7	Building/Gutter Pavilion, Art Center roofs & Library entry Art center Pool Fence	366	9	\$2,196
8	Other: Snowflakes on Pavillion,	3	179	\$537
9			Total:	\$69,719.04

<sup>\*</sup>Price to include installation, maintenance and removal only. Materials (synthetic garland) to be provided by Owner.

# 2025/ 2026 Pricing

# 2025 Projected Pricing

Prior Year Price (2024 price from line 9 above): \$69,719.04

Price Escalation: 0%

2025 Projected Price: \$69,719.04

# 2026 Projected Pricing

Prior Year Price (2025 projected price as calculated above): \$69,719.04

Price Escalation: 0%

2026 Projected Price: \$69,719.04



# CITY COUNCIL COMMUNICATION AGENDA ITEM 4D

SUBJECT: APPROVAL OF CONTRACT WITH GRANICUS FOR

**GOVACCESS WEBSITE CMS AND GOVDELIVERY EMAIL &** 

**SMS COMMUNICATIONS PLATFORM** 

DATE: JUNE 18, 2024

PRESENTED BY: GRACE JOHNSON, COMMUNICATIONS MANAGER

#### **SUMMARY:**

The City currently uses Granicus' govAccess platform for website management, maintenance, and hosting, and is in the process of implementing Granicus' GovDelivery platform for email and SMS communications to stakeholders.

This contract provides annual renewal of both platforms, with a period of performance from March 1, 2024 to August 31, 2025. Staff has opted for an 18-month agreement in recognition of the need to consider an RFP for a redesign of the City website, which was last redesigned in 2017. GovDelivery implementation fees (\$8,505) were approved by Council in November of 2023, but annual fees for the platform were added to this renewal contract in effort to consolidate Granicus' contracts. Staff expects the transition from Mailchimp to Govdelivery to be complete by August of 2024.

#### **FISCAL IMPACT:**

For this renewal, there is no increase to annual fees.

#### **RECOMMENDATION:**

The City Manager's Office recommends moving forward with the renewal of the Granicus govAccess website CMS and Govdelivery email communications platform.

# ATTACHMENT(S):

GovDelivery proposal and agreement

#### STRATEGIC PLAN IMPACT:

	(S)	Financial Stewardship & Asset Management		Reliable Core Services
		Vibrant Economic Climate		Quality Programs & Amenities
×		Engaged Community		Healthy Workforce
$\boxtimes$		Supportive Technology		Collaborative Regional Partner



#### THIS IS NOT AN INVOICE

Order Form Prepared for Louisville, CO

# Granicus Proposal for Louisville, CO

**ORDER DETAILS** 

**Prepared By:** Sophia Rasmussen

Phone:

**Email:** sophia.rasmussen@granicus.com

 Order #:
 Q-339442

 Prepared On:
 31 May 2024

 Expires On:
 29 Feb 2024

**ORDER TERMS** 

Currency: USD

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of

performance.)

**Current Subscription** 

**End Date:** 29 Feb 2024

**Period of Performance:** 01 Mar 2024 - 31 Aug 2025

The subscription includes the following domain(s) and subdomain(s):

http://www.louisvilleco.gov/

Order #: Q-339442 Prepared: 31 May 2024

**87** rage **1** of **7** 



# **PRICING SUMMARY**

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$12,953.91	\$19,430.86
GovDelivery for govAccess Customers	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$14,204.25	\$21,306.38
govDelivery for Integrations	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$0.00	\$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$2,080.93	\$3,121.40
Communications Cloud Advanced Package	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$5,470.35	\$8,205.53
			SUBTOTAL:	\$34,709.44	\$52,064.17



# **PRODUCT DESCRIPTIONS**

Solution	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.
	Services include the following:
	Ongoing software updates
	Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)
	Access to training webinars and on-demand video library
	Access to best practice webinars and resources
	<ul> <li>Annual health check with research-based recommendations for website optimization</li> </ul>
	DDoS mitigation
	<ul> <li>Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.
	Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.



Solution	Description	
govAccess - Maint/Hosting/License Fee -	Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:	
Independent Sub	Monthly software updates	
	<ul> <li>Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday)</li> </ul>	
	Access to training webinars and on-demand video library	
	Access to best practice webinars and resources	
	<ul> <li>Annual health check with research-based recommendations for website optimization</li> </ul>	
	DDoS mitigation	
	<ul> <li>Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)</li> </ul>	
Communications Cloud Advanced Package	The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:	
	<ul> <li>Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)</li> </ul>	
	<ul> <li>Canned campaigns for re-engagement and new subscriber onboarding</li> </ul>	
	• Testing: Simple (A/B, 10/10/80)	
	A subscription for the Advanced Cloud Module is dependent on an active license for the govDelivery Communications Cloud.	

# GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - o Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on



an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

#### Data obtained through the Granicus Advanced Network.

- o Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

# UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code
  option to a unique standard toll-free number within the United States (International numbers not
  supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where
  available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



#### **TERMS & CONDITIONS**

- This quote, and all products and services delivered hereunder are governed by the terms located at <a href="https://granicus.com/legal/licensing">https://granicus.com/legal/licensing</a>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-339442 dated 31 May 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Louisville, CO to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- Updates to Shared Short Codes for SMS/Text Messaging:

Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



# **BILLING INFORMATION**

Billing Contact:	Purchase Order	[ ] - No
	Required?	[ ] - Yes
Billing Address:	PO Number:	
	If PO required	
Billing Email:	Billing Phone:	
-		

# If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-339442 dated 31 May 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

#### AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

	Louisville, CO			
Signature:				
Name:	No. 1.			
Title:				
Date:				



# CITY COUNCIL COMMUNICATION AGENDA ITEM 4E

SUBJECT: AWARD OF FIVE-YEAR TRASH, RECYCLING, AND COMPOST

**HAULER CONTRACT** 

DATE: JUNE 18, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

#### SUMMARY:

Staff is recommending approval of a five (5) year contract for refuse, recycling, and composting services related to the City's Residential Single Hauler Program with Republic Services for 2024-2029.

On March 5, 2024 Staff presented results of the City's Solid Waste Services Request for Proposals (RFP) process. The City Council agenda item and presentation materials can be found here:

https://www.louisvilleco.gov/home/showdocument?id=41308&t=638447262885419377

The City Council directed staff to finalize a contract with Republic Services.

#### **FISCAL IMPACT:**

The Solid Waste Hauling Contract is a pass through cost for the City. The Contract Hauler bills the City and then the City bills the customer on their Utility Bill.

The program offers several Trash, Recycle, and Compost container mixes. Specific pricing for a container mix is provided in the presentation from March 5.

#### PROGRAM/SUB-PROGRAM IMPACT:

The main objective for the Solid Waste Sub-Program is to enable residents to dispose of their solid waste in a convenient, environmentally responsible, cost effective manner.

#### **RECOMMENDATION:**

Approve contract negotiated with Republic Services as directed by City Council on March 5, 2024 and any necessary minor changes as directed by Mayor, City Manager, City Attorney, and Director of Public Works and Utilities.

#### ATTACHMENT(S):

1. Republic Services Contract

# AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT is made and entered into effective the **14 day June**, **2024** (the "Effective Date") by and between the CITY OF LOUISVILLE ("City"), a Colorado home-rule municipal corporation and ALLIED WASTE TRANSPORTATION, INC., d/b/a Republic Services of Denver, a Colorado corporation ("Contractor") whose address is 18500 North Allied Way, Phoenix, AZ 85054.

WHEREAS, the Contractor, in response to the City's request for proposals, submitted a written proposal to provide single-family residential trash (landfill), recycling and compostable collection services within the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have the Contractor perform residential trash, recycling and compostable collection services in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. Definitions.

- A. "Applicable Law" means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, government orders, governmental decrees, judicial judgments, constitutional provisions, and the requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.
- B. "Hazardous Waste" means waste defined as, or of a character or in a sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
- C. "Recyclable Material" consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

- D. "Solid Waste" is any nonhazardous solid waste that is not excluded by the provisions of this Agreement. Solid waste does not include any Unacceptable Waste.
- E. "Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
- F. "Waste Material" means all Solid Waste and Recyclable Materials not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

# 2. Scope of Agreement.

- A. This Agreement pertains to single-family residences except for those within Homeowner Associations that offer their residents curbside trash and single-stream recycling as of the effective date of Ordinance No. 1545.
- B. This Agreement shall not be considered an exclusive franchise for services to the residents of the City and any resident may choose to negotiate with any other trash removal service licensed to do business in the City or may choose to remove their own waste materials in accordance with the laws and regulations of the City. If a resident decides not to use the service and is not part of a Homeowner Association that provides residents trash and curbside recycling, the resident will be billed for the service by the City as though the resident was subscribing for the 35-gallon service rate.
- C. The Contractor may provide separate services to homeowner associations that offer their residents curbside trash and single-stream recycling; provided that, trucks and equipment used in the provision of Contractor's services hereunder shall not be used to provide services to such homeowners associations. The Contractor shall not discourage any homeowner association that chooses not to provide its own collection services from joining the City's program.

# 3. <u>Scope of Work.</u> The Contractor will provide the following:

- A. Weekly collection of trash, every-other-week collection of single-stream recyclables, and every-other-week collection of compostables/yard waste.
- B. The Contractor will supply all residences served with:
  - i) Two-wheeled carts for collection of trash will be supplied by the Contractor in 35-gallon, 65-gallon or 95-gallon sizes, depending upon the level of service selected by the resident. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal or replacement of carts for trash. The cost for trash collection shall be as set forth in Exhibit "A".

- ii) a 35, 65 or 95-gallon, two-wheeled cart for accumulating and setting out recyclables for collection. This cart will be labeled as containing recyclables. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of recycling carts. Recyclables will be collected every other week alternating with the weeks compostables and yard waste are collected. The cost for recyclables collection shall be as set forth in Exhibit "A".
- iii) a 35, 65 or 95-gallon, two-wheeled cart for accumulating and setting out compostables and yard waste for collection, depending on the level of service selected by the resident. This cart will be labeled as containing compostables The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of carts for compostables and yard waste. Compostables and yard waste will be collected every other week alternating with the week's recyclables are collected. The cost for compostables and yard waste collection shall be as set forth in Exhibit "A".
- C. Extra refuse (refuse in excess of the 35, 65 or 95-gallon service selected by the resident) will be collected as part of a prepaid sticker program.
  - i) The Contractor will work with the City to develop a prepaid sticker for extra bags of trash up to 35- gallons that may be purchased by residents at locations designated by the City. Residents shall attach the prepaid stickers to each extra bag of trash.
  - ii) If the resident has not attached a sticker, the Contractor shall not be responsible for pickup of the extra trash.
  - iii) Prepaid stickers will be produced by the Contractor and sold to the City at the price per Exhibit "A", attached hereto and incorporated herein. The City, will sell the stickers to residents for a price established by the City. The price of prepaid bag stickers will be increased each time the price of regularly scheduled trash rates are increased under this Agreement and by the same percentage amount as the regularly scheduled rates are increased.
- D. Weekly Recycle or Compost Collection.
  - i) The Contractor shall provide weekly recycling or compost pickup to residents that opt in to weekly service. Contractor will not collect weekly recycling and/or compost with EV refuse collection trucks on the off week. Every effort will be made to collect these off-week recycling and organics in an RNG vehicle; however, adjustments may have to be made depending on truck availability.
  - ii) The Contractor shall bill for additional weekly service on a quarterly basis for each recycle or compost waste stream with weekly service as a separate charge from 100% incremental unit cost billing. Louisville residents will be invoiced directly from Republic Services, Inc. on a quarterly basis.

- iii) Residents may request additional weekly service for recycling and compost regardless of bin size or number of bins subscribed to. The monthly cost of the additional service is independent of number of waste bins per location by waste stream.
- iv) The Contractor and City agree that if the additional weekly subscription services reach a threshold such that daily routing or capacity of existing contract equipment reaches capacity additional contract pricing may be negotiated to address additional efforts. The Contractor currently estimates extra capacity is available up to 250 accounts per month.
- E. The Contractor will collect approved bulky items (i.e. trash items that are too large to be placed in a 35-gallon refuse bag), such as debris, shipping waste, furniture or appliances (no freon), and small equipment, such as lawnmowers (no oil/gas), which may or may not be collected on the regular collection day. The Contractor shall not be responsible for collection of any bulky item unless it receives a request from the resident prior to the regularly scheduled collection day. The Contractor will maintain a list and price schedule of acceptable bulk items for pick-up. The cost for bulk item collection shall be as set forth in Exhibit "B".
  - i) A resident's first bulky item in a calendar quarter will be taken free-of-charge (exception: Freon-containing appliances for which there is always a charge).
  - ii) Collection of any additional items in a calendar quarter shall be subject to the Special Request for Service procedures set forth in Section 8 of this Agreement.
  - iii) If the resident has not made prior arrangements with the Contractor, the bulky items will be left at the curb.
  - iv) Once per year that this Agreement is in effect, the Contractor shall provide a curbside bulk item pickup event limited to 5 items per account, which event shall be provided free of charge to residents and at no additional cost to the City. The date of this event will take place on a Saturday mutually agreed upon by the Parties.
- F. The Contractor will supply a report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills.
- G. The Contractor will supply, on a subscription basis only and for an additional fee as set forth on Exhibit "A" to the resident, the following services:
  - i) Drive-In Service: Drive to homes with long driveways, etc. and empty refuse carts; provided that, the resident requiring drive-in service first signs a waiver to limit

Contractor's liability with regard to private property damage. The provisions of such waiver shall be subject to pre-approval by the City.

- ii) Roll-Out Service: Roll the carts out from the resident (up to 50 feet) to the collection truck. Contractor shall provide capabilities to bill City but not residents for those locations where roll-out service is requested by documented physically impaired individuals.
- iii) Weekly waste stream collection for recycling and/or compost.
- G. During the length of this Agreement, the Contractor will supply its standard annual newsletter to the City mailed to participating residents at no cost. The City may with the Contractor's prior approval amend the newsletter to address City issues and distribute the newsletter to residents in their City utility bill.

#### H. Additional Services.

- i) The Contractor shall provide a Spring and Fall curbside tree branch and leaf pickup event a no extra cost to the City or residents. The date of these events will take place on two (2) Saturdays mutually agreed upon by the Parties.
- ii) Contactor shall make available at no extra cost to the City or residents 500 cubic yards of finished compost in total per year.
- iii) Provide up to 20 bins annually for the City's Labor Day Parade (Main Street) and up to 10 bins annually for the City's 4<sup>th</sup> of July (Golf Course Clubhouse). This should include drop off and pickup.
- iv) The Contractor shall provide five (5) complimentary 30-yard roll off containers for the City's use. Additional 30-yard roll off containers shall be made available to the City at a flat fee of \$350.
- v) The Contractor shall provide Christmas tree removal and compost service provided trees are cut in half, bound, and left out on compost collection day.
- vi) Subject to Section 34 of this Agreement, the City and the Contractor may negotiate for other trash, recycling, or composting collection services not addressed herein.
- I. Damage to Pavement: Contractor shall not be responsible for any damages to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service, except to the extent caused by Contractor's negligence.

#### 4. Billing for Services.

A. Unit-Based Rates will be charged each resident based on the rates in Exhibit "A":

Under the 95-Gallon Rate, residents may have additional 35-gallon, 65-gallon, and 95-gallon refuse, recycling, and/or compostables/yard waste containers. Residents will be charged as set forth in Exhibit "A" for each additional cart in excess of the first 95 gallon one.

- B. Individual Subscription Based Services, including weekly recycling and/or compost collection, drive-in service, and roll-out service shall be charged as set forth in Exhibit "A".
- Sa. Recyclable Services: The Contractor will collect all of the materials that the Boulder County Recycling Center (BCRC) will accept from curbside programs and deliver them to the BCRC. All revenues from the sale of the recyclables will belong to the City. All tip fee charges from BCRC will be paid by the City directly to BCRC. The Contractor will provide the City with a detailed monthly accounting of the material delivered to the BCRC. Materials delivered to the BCRC will be identified by the Contractor's employee as belonging to the City and the revenue from the sale of these materials will be collected by the City directly from BCRC. The recyclable materials shall be collected every other week on the same day as refuse collection and shall be collected in one stream. Any changes to the materials acceptable to the BCRC will be communicated to residents through the Contractor's next regular scheduled communication as required in Section 11 of this Agreement. Except for its collection and delivery obligations, Contractor is not responsible for the contents placed in recyclables carts by residents.
- 5b. <u>Compostable Services:</u> The Contractor will collect all compostable and yard waste materials that are suitable for composting. The Contractor will process all compostable and yard waste materials at a facility that is approved by the City. All revenues from the sale of compostable and yard waste will belong to the Contractor. The compostable and yard waste materials shall be collected every other week on the same day as trash collection and shall be collected by bin or bundled in 4' lengths or less. Any changes to the materials acceptable to the Contractor's processing facility shall be communicated to residents through the Contractor's next regular scheduled communication as required by Section 11 of this Agreement.
- 6. Alley Collection: The Contractor will provide alley collection of refuse, recyclables and compostables to all areas of the City with alleys. In areas where alley service is provided, Contractor shall not be required to additionally provide curbside service except in such circumstance where homes are isolated from alleys. Rear load equipment alley routes shall have bins placed back into locations they were serviced from with lids closed. The Contractor shall not place bins in a location that block the alley, garage doors, or other means of resident ingress/egress unless said bins were originally located in that position.
- 7. <u>Hours and Days of Operation:</u> The Contractor will limit regular collections between the hours of **7:00 a.m. and 7:00p.m. on Tuesday, Wednesday, Thursday, and Friday.** The Contractor will present its collection plan for City approval and shall obtain City approval thereof prior to commencement of services. Any material modifications of the agreed upon collection plan shall be subject to prior approval by the City.
- 8. <u>Special Request for Service:</u> A special service request is a resident's request for the Contractor to make a special trip to their residence to collect trash or bulky trash. It is not a request for regularly scheduled service. Special services are sold directly to residents and are billed directly to the resident. **Special service requests may not be completed**

on your normal collection day. Republic will make every effort to accommodate all special requests as soon as resources are available.

9. <u>Holiday Schedule:</u> The Contractor will observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of the observed holidays falls on a scheduled collection day, collection will be on the next available business day. The Contractor will supply an annual calendar, at no charge, to the participating residents showing what trash, recycling or compostable materials are to be set out each week and the collection days during holiday weeks.

# 10. <u>Trucks and Equipment</u>:

- A. The Contractor shall, once available, provide (3) Three Automated Side Load and (1) Rear Load all electric vehicles that will be utilized to provide services for this Contract as set forth in Exhibit "A". Surcharge Electric Vehicle Rates established for this contract are per vehicle per month per bill for each piece of equipment and flat fee renewable energy cost. Flat fee renewable energy costs represent those costs necessary to ensure all kilowatt hours of charging are renewable energy based upon Xcel Energy renewable energy blend and any necessary commercial renewable energy supplemental program costs. The basis of this contract shall assume 40% of total kilowatt hours of charging is renewable energy and 60% of total kilowatt hours of charging shall utilize commercially available Xcel Energy supplemental renewable energy programs. The Contractor shall provide annual reporting showing total kilowatt hours of charging for electric vehicles and kilowatt hours of supplemental renewable energy purchased to ensure 100% renewable energy for the City's dedicated electric fleet.
- B. **Delivery Schedule.** The parties shall work together to determine an estimated timeline for implementation of the electric vehicles being utilized to perform the services, including the estimated delivery dates and quality of vehicles confirmed with manufacturers.
- C. Once the electric vehicles have been put into services, Contractor shall advise the City when electric vehicle or equipment designated to this contract are not in service for any reason. The Contractor shall use their best efforts to only utilize Renewable Natural Gas trucks as substitute when electric vehicles experience downtime for any reason. If contractor cannot use a Renewable Natural Gas truck as a substitute, Contractor will advise the City accordingly.
- D. The Contractor and City acknowledge that electric refuse vehicles are a developing technology. The Contractors intent is to utilize electric refuse vehicles to perform all the Services set forth herein. Contractor and City agree that if the Contractor is unable to utilize electric refuse vehicles a minimum of seventy percent (70%) of the time in any given month, the Contractor and City will meet in good faith to discuss an appropriate reduction in the rates the City pays for the use of electric refuse vehicles.
- E. The Contractor and City acknowledge that electric refuse vehicles provided to The City may not have 100% utilization based upon service areas and days. If Contractor intends to utilize electric refuse vehicles to perform services for another contracted customer,

Contractor will meet with the City in good faith to negotiate a potential reduction in the rates the city pays for the use electric refuse vehicles.

- F. All collection vehicles shall be less than 10 years old, be kept in good repair and appearance, be clean and sanitary, and be compliant with all local, state and federal safety and inspection regulations.
- G. The Contractor shall coordinate with the City Quarterly to review collection equipment condition to ensure high standards of cleanliness and appearance. The City may opt to review equipment more frequently if it is observed cleanliness or appearance is not upkept. In the event the City determines the condition of a collection vehicle is unacceptable the contractor shall take immediate action to correct the condition of the vehicle and provide an acceptable substitute vehicle as necessary in accordance with the standards set forth in this RFP.
- H. Vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after the occurrence. The Director of Public Works & Utilities shall be notified via email as soon as the contractor is aware of a leak or spill.

#### 11. Promotion and Education:

- A. Agreement Implementation: The Contractor will use its expertise and knowledge to assist City staff in the transition to the Contractor's services being provided under this Agreement. The Contractor will develop a list of questions and issues concerning the design, planning and implementation of the rate system, and the single-hauler refuse, recycling, and compost collection program.
- B. Marketing Communication: The Contractor will work with the City to provide service-oriented information to customers for developing and executing public education to encourage waste reduction and diversion. Specifically, 30 days prior to the commencement of service, the Contractor shall provide an 8-1/2" x 11" two-color insert to be included in each customer's monthly bill (approximately 6,000 6,500 inserts required). This insert will inform City residents of the specifics of the trash, recyclables and compostables collection program, including a collection schedule, a listing of what materials can go into each waste stream, instructions on the proper handling of the collection carts, instructions on what customers are to do with trash that does not fit into the collection carts, etc. At the same time, Contractor shall provide a complete list of fees and services offered to each customer. The contents of the insert shall be subject to approval by the City. Contractor should also provide a cost to allow the City the option of requiring that the inserts be mailed directly to all customers by the Contractor. The Contractor may provide another such insert anytime there is a rate increase or change in the collection program.

In addition to the above educational information, the Contractor will work with City Staff to provide and share educational information that will further improve the efficiency and waste diversion performance of the collection program. The Contractor shall support these efforts by:

- Maintaining a Louisville-specific website page(s) with the same information required for Customer notifications.
- Integration of Republic's MyResource app as applicable.
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, etc.)
- Providing service tags and utilizing them as required throughout this contract.
- Providing Customers with options for e-mail and text reminders prior to collection days.
- Providing Customers with options for e-mail and text reminders to communicate holidays, inclement weather changes, or other schedule/service disruptions.
- Providing the City with information that will impact Customer service at least thirty days before any changes go into effect.
  - Including changes in accepted Recyclable Materials or Compostable Materials, equipment, routing, collection schedule etc.

#### C. Field Communication and Reporting:

- i) The Contractor shall adequately tag any refuse, recycling, or compostable carts that contain contaminated material. Tag should provide note of what contaminated material was observed.
- ii) The Contractor shall note those locations that do not have refuse, recycling, or compostable carts out on collection day as "not-out" in the Contractors records.
- 12. <u>Public Informational Meetings:</u> The Contractor's management staff shall participate with City staff in all meetings necessary to introduce Contractor's services to participating residents. The Contractor will develop informational materials to hand out at these meetings, with the assistance of the City.
- 13. <u>Customer Service Standards:</u> The Contractor shall be responsible for providing all customer service functions including informing residents of current services, handling resident special service requests, and resolving customer complaints.
  - A. Dedicated Colorado Customer Service Representatives: Prompt customer service from representatives that understand Louisville's program is very important to the City. All dedicated customer service staff shall have a comprehensive working knowledge of Louisville neighborhoods and the specific details of services and rates provided under the Agreement. The Contractor has indicated this contract will be serviced by a Colorado Call Pod that focuses service on Colorado, portions of Wyoming and New Mexico. The Contractor shall not utilize a national call center to handle overflow call volume. Louisville customer service calls, prior to being placed into the que, will be given an option to leave a voicemail on a dedicated Louisville mailbox, or the option to wait for a live customer care agent. If the option for a live customer care agent is selected, the voicemail option is no longer available. If 88 seconds on hold has been reached, the customer will be given an option to request a call back or continue to hold for the next available agent. If the option to wait for the next available agent is selected,

their call will be answered by a Colorado Pod Agent, or if volumes are very high, a Northwest Area customer care agent, whichever comes available first. Currently, 93% of all Louisville calls are handled by a Colorado Customer Care Agent. All Louisville voicemails will be returned by a representative from the Commerce City Hauling Facility.

B. Customer Service Representative Hours: Customer service staff shall be available at a minimum from 8 AM to 5 PM MST Monday through Friday and Saturdays during weeks when holidays or service suspensions require Saturday collections.

### C. Customer Service Expectations:

- i) Answer Customer contacts primarily with live personnel.
  - a. When call volume is unexpectedly high and live personnel are addressing other City queries, the customer will be given an option to request a call back or continue to hold for the next available agent. If the option to wait for the next available agent is selected, their call will be answered by a Colorado Pod Agent, or if volumes are very high, a Northwest Area customer care agent, whichever comes available first.
  - b. Maintain an average hold time of two minutes or less for customer service over the phone.
  - c. Maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone.
- ii) Resolve any missed collection issues within 1 business day.
  - a. Excluding delays associated with service suspensions.
  - b. Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week).
- iii) Resolve any other Customer or City complaints within 2 business days.
- iv) Respond to any service change or Bulky Items collection requests within 2 business days.
  - a. Service change requests shall be completed the last week of every month. Service change requests are accepted up to the 25<sup>th</sup> of every month. Bulk collection shall be completed within 1 calendar week of requested service.
- v) Resolve all complaints and requests to the satisfaction of Customers and the City.
- vi) City shall have access to the recording of any complaints received via phone (upon request).
- vii) City Representative or their designate shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.

- D. <u>Maintenance of Records and Reporting</u> The contractor shall maintain complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall be submitted by the tenth day of each month to the City documenting the following information:
  - 1. All customers to whom service was provided; detail to include address, account number, size of each container and monthly fee. Included with the line-item report will be a summary report detailing the number of customers with each container size combination.
  - 2. A log of complaints and resolutions for trash and recycling collection services.
  - 3. A log of missed collections and responses.
  - 4. A description of any vehicle accidents or infractions.
  - 5. A listing of all accounts having a change of service during the month. (i.e., 35-gallon service to 65-gallon service, etc.)
  - 6. Weights in tons of all trash materials collected and landfill destination(s).
  - 7. Weights in tons of recyclable materials collected and destination(s).
  - 8. Weights in tons of compostable materials collected and destination(s) including identification of rejected loads.
  - 9. Number of pickups and weights in tons of special wastes (curbside) collected and destination(s).
  - 10. Applicable customer service metrics as required under Customer Service Expectations.

In addition, reporting shall be submitted by the last day of January annually to Boulder County through the Boulder County ReTRAC reporting system. This shall require some form of registration and licensing in accordance with Louisville and/or Boulder County Ordinances.

- 14. Compensation Payment Schedule: The Contractor shall bill the City monthly on an aggregate basis for services provided. The Contractor shall supply a billing report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills. The total of the detailed report shall equal the aggregate amount billed to the City. The City shall pay each monthly billing within 30 days of receipt of the billing from the Contractor. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's Agreement. All such information shall to the extent permitted by law be deemed as confidential.
- 15. <u>Annual Price Change:</u> Annually, and effective on the anniversary of the Commencement Date, prices will be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers: Water Sewer and Trash Index (CUSR0000SEHG). This annual change shall initially be based on the most recent 12-month period available and then consistently based on this period annually thereafter.

- 16. <u>Failure to Perform:</u> The City expects high levels of customer and collection service. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through default for more serious lapses in service provisions.
- 17. <u>Penalties:</u> Penalties will be levied if documented in an incident report presented by the City to the Contractor. Penalties shall remain separate from monthly service fee payments. The Contractor and City shall negotiate in good faith to achieve resolution regarding potential disagreements prior to fees assessed.

Action or Omission	Penalties
<b>Material Conditions for Contract Default</b>	
Failure to meet schedule for any transition	\$500 per day
activity.	
Failure to deliver all Solid Waste to approved	\$3,000 per load
landfill, all Recyclable Materials to BCRC, and	
all Compostable Materials to approved	
composting facility. Receiving facility	
contamination policies may apply.	
Failure to maintain required insurance coverage.	\$5,000 per incident
Failure to maintain current Performance Bond.	\$5,000 per incident
Misrepresentation in reporting including	\$5,000 per incident
inaccurate City administrative fees or liquidated	
damages.	
Contractor utilizing a driver to provide Collection	\$1,000 per driver per day
Services that does not have a valid Class B CDL	
with air brakes endorsement and Colorado	
Drivers' License and/or is not current with DOT	
required training or other DOT requirements.	
Failure to initiate and participate in mutually	\$1,000 per incident
scheduled quarterly meeting.	
Failure to allow City audits or maintain records	\$3,000 per incident
for 3 years.	
Failure to provide the date, description and	\$1,000 per incident
resolution/corrective action taken for any vehicle	
accidents, infractions, or overweight vehicles that	
occurred within the last three (3) years.	
Failure to appropriately bill Customers according	\$3,000 per billing
to the Agreement OR bill for fees not approved	
by City.	
Failure to provide the number of dedicated	\$500 per day
service representatives familiar with city	
neighborhoods and City contract during business	
hours that are agree upon in Service Agreement.	
Daily Operations	

	T
Commencement of residential collection prior to	\$250.00 per incident (each truck on each
7:00 a.m. or continuance after 7:00 <del>5:00</del> p.m.	route is a separate incident).
except as expressly permitted.	
Failure to collect missed collections within 1	\$250 per Customer per day
business day (excludes late set-outs & blocked	
carts which shall be collected within 1 calendar	
week) (excludes severe weather delays).	
Failure to deliver carts after service start-up OR	\$250 per day per cart
to replace damaged/lost carts within 2 business	\$250 per day per care
days.	
Failure to respond to Customer queries within 1	\$250 per incident
business day.	\$250 per merdent
•	\$250 man in aidant
Failure to resolve billing inquiries and disputes	\$250 per incident
within two business days (including Saturdays	
where staffing is required).	<b>*************</b>
Failure to maintain an average hold time of two	\$250 per incident (Monthly Average)
minutes or less for customer service over the	
phone.	
Failure to maintain an average abandonment rate	\$250 per incident (Monthly Average)
of less than one percent of customer calls for	
customer service over the phone.	
Failure to resolve Customer or City complaints	\$250 per Customer per day
within 2 business days.	
Failure to cleanup any vehicle leaks or collect	Twice the cost of cleanup to the City plus
materials spilled during the execution of	\$1,000 each incident
Collection Services within 24 hours.	
Leakage from Contractor vehicles or vehicle	\$500 each vehicle, each inspection
contents.	_
Failure to tag and communicate to customer	\$500 per incident
contaminated materials and non-pickup.	1
Failure to maintain carts in good working	\$100 per cart
condition including needed repairs in accordance	1 1 1
with the Agreement.	
Late or incomplete submission of on request or	\$250 per day
monthly reporting.	\$25 o per day
Failure to maintain vehicles that are clean,	\$250 per incident
sanitary & in good working order.	φ250 per merdent
Failure to provide Bulky Item collection within 1	\$250 per Customer per dev
<u> </u>	\$250 per Customer per day
calendar week of Customer request.	\$500 par call phone infraction
Driver providing Collection Service utilizing a	\$500 per cell phone infraction
cell phone in a moving vehicle.	¢250
Failure to maintain required color-coding for	\$250 per cart per day
Solid Waste, Recyclable Materials or	
Compostables OR to maintain printed material	
guidelines on Recyclable Materials or	
Compostable Materials carts.	

\$250 per day
\$250 per vehicle per occurrence

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. The City has the right to exercise any and all remedies it may have with respect to these and other violations of City codes, laws, rules and regulations and breaches of this Agreement. Any schedule of penalties shall not affect the City's ability to terminate the Agreement for breach.

- 19. <u>Contract Default:</u> The Contractor shall provide a performance bond in the amount of \$500,000 or equal to the cost of three month's service to the City, whichever is greater, to cover the City's costs in the event of a Contractor default.
- 20. Effective Date; Term; Commencement of Services: This Agreement shall commence of the Effective Date and shall continue in effect for a period of **five** (5) **years from** the Initial Service Date (defined below), unless sooner terminated by either party as provided herein. Notwithstanding the Effective Date hereof, the Contractor shall not commence services under this Agreement until the City has issued a written Notice to Proceed, which notice shall be substantially in the form set forth in Exhibit "C", attached hereto and incorporated herein by reference. The Contractor shall begin implementation towards services within 30 days after the date the City issues the Notice to Proceed, and the Contractor shall within 30 days after the date of the Notice to Proceed identify in writing to the City specific key milestone dates to achieve services commencing on the week of September 2nd, 2024 which specific date shall be the Initial Service Date.
- 21. <u>Title to Waste:</u> Contractor shall acquire title to the Waste Material when it is loaded into a Contractor's truck. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, title to and liability for any Unacceptable Waste shall at no time pass to Contractor or the City except to the extent the City is the generator and shall remain with the generator of the Unacceptable Waste.
- 22. <u>Non-Appropriation; Condition Precedent</u>: The City's financial obligations under this Agreement are from year to year only, and any financial obligation shall be subject to annual appropriation in the sole and absolute discretion of the Louisville City Council. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of the Colorado Constitution, Article X, Section 20. 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.

#### 23. <u>Termination:</u>

A. This Agreement may be terminated by either party by giving 180 days written notice to the other party prior to the anniversary date of the Agreement. Additionally, and

notwithstanding the provisions of this section, this Agreement may be terminated if, in the sole judgment of the City Manager, service by the Contractor pursuant to this Agreement is not satisfactory. Prior to terminating this Agreement, the City Manager shall cause notice to be given to the Contractor specifying why service is considered by the City to be unsatisfactory. The Contractor shall have thirty (30) days to correct such deficiencies after which the City Manager shall again review the service being furnished under this Agreement. If the City Manager, in his or her sole discretion, still finds the service unsatisfactory, he or she may terminate this Agreement by giving the Contractor thirty (30) days written notice. This Agreement shall automatically terminate at the end of the thirty (30) day period following such second notice to the Contractor. This Agreement is also subject to termination as provided in Section 22. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- B. In addition to the foregoing, 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.
- 24. <u>Independent Contractor:</u> The Contractor, and any persons employed by the Contractor for the performance of work hereunder, shall at all times be independent contractors and not the employees or agents of the City. As independent contractors, the Contractor and its employees are not entitled to workers compensation benefits except as maybe provided by the Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax, and other applicable taxes, on any moneys earned or paid pursuant to this Agreement. The Contractor shall be responsible and pay for all the following:
  - A. Services of the drivers, their assistants, and any other personnel involved in any services rendered under this Agreement; and
  - B. For assuring that each driver involved in any services rendered under this Agreement holds a valid commercial driver's license issued by the State of Colorado; and
  - C. Expenses, maintenance, and operations of the trucks and any other equipment involved in any services rendered under this Agreement; and
  - C. For compliance at all times with all laws, ordinances, rules, and regulations pertaining to the services rendered under this Agreement, and assuring such compliance by the drivers, their assistants, and any other personnel involved in any services under this Agreement.

#### 25. <u>Insurance Requirements:</u>

- A. The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. The Contractor 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.
- B. The Contractor shall procure and maintain and shall cause any subcontractor performing work pursuant to this Agreement to procure and maintain or insure the activity of the Contractor's subcontractors in the Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with standard industry forms and insurers rated A- VIII or higher by A.M. Best. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - (1) Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum, limits of THREE MILLION DOLLARS (\$3,000,000) each accident, THREE MILLION DOLLARS (\$3,000,000) disease each employee, and THREE MILLION DOLLARS (\$3,000,000) disease policy limit.
  - (2) Comprehensive General Liability insurance with minimum combined single limits of FIVE MILLION DOLLARS (\$5,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual liability, independent contractors liability, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
  - (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE MILLION DOLLARS (\$5,000,000) each accident with respect to each of the Contractor'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.
- D. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed via blanket-form endorsement to include the City and its officers and employees as additional insureds. Each such policy shall contain a severability of interests provision and a blanket-form waiver of subrogation endorsement waving the insurers rights of recovery against the City, its

officers, officials and employees. Each 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 Contractor via blanket-form endorsement. The blanket-form additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- D. Certificates of insurance shall be completed by the Contractor's insurer's authorized representative 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. Each certificate shall be supplemented with blanket-form endorsements to the General Liability and Automobile Liability policies providing that the coverages afforded under the policies shall not be canceled, non-renewed or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellations, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any applicable, blanket-form endorsement.
- E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the City may immediately terminate the 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 connections therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due the Contractor from the City.
- F. The parties hereto 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 afforded it by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available at law and applicable to the City, its officers, or its employees.
- 26. <u>Indemnification:</u> The Contractor agrees to defend, indemnify and hold harmless the City, and its officers, officials and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible. The obligations of this section shall not apply to damages which the City shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City.

27. <u>Notice:</u> Any notice or communication between the Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent prepaid, first class United States Mail, addressed as follows:

City of Louisville 749 Main Street Louisville, CO 80027 Attn: Director of Public Works Republic Services of Denver 5075 East 74<sup>th</sup> Avenue Commerce City, CO 80022 Attn: General Manager

- 28. Force Majeure: Neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise. In cases of inclement weather, The Contractor and the City's Public Works Director shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a force majeure event.
- 29. <u>Compliance with Law:</u> The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and city laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, in the performance of its services under this Agreement, Contractor shall comply with the licensing, reporting and all other provisions of Chapter 8.64 of the Louisville Municipal Code.
- 30. <u>Venue:</u> This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Boulder, State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.
- 31. <u>No Waiver:</u> Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- 32. <u>Assignment:</u> This Agreement shall be binding upon the parties hereto, their successors, and assigns. The Contractor shall not assign this Agreement, in whole in part, or assign any rights to payment hereunder, without prior written consent of the City, whose consent will not be unreasonably withheld
- 33. <u>Default Attorney Fees:</u> In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement.

- 34. <u>Entire Agreement & Amendments:</u> 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.
- 35. <u>Authority to Execute Agreement:</u> The signatory of the Contractor represents and warrants that he has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

#### 36. Immigration Status Obligations:

<u>Prohibition Against Employing Illegal Aliens.</u> The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the The Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using the E-verify program or the Department program procedures to undertake preemployment screening of job applicants while this contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF LOUISVILLE, COLORADO	ALLIED WASTE TRANSPORTATION INC., d/b/a Republic Services of Denver
By:	By:
Christopher M. Leh, Mayor Title:	Ryan Lawler, NW Area President
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest:	Attest:
Meredyth Muth, City Clerk	

#### EXHIBIT "A"

Exhibit A Applicable pricing includes 3.1.1 Base Bid, 3.1.5 Alternate Bid Item #4 – Greenhouse Gas Emission with 2/27/24 Mark Petrovich Email Addendum "Electric Vehicles – Republic Services", 3.2 Additional Services, 3.4 Additional Carts, 2/26/24 Mark Petrovich Email Addendum "Republic Services Response to Subscription Services – Recycle and Compost", and City Facilities Pricing.

#### **EXHIBIT A**

Price Sheet - 5 Year Contract Term (Annually Renewable)

\*Residential Collection Services\*

Residential Collection Services							
3.1.1 BASE BID, EXISTING ROUTE SCHEDULE:							
Schedule: Existing trash service routes on Tuesday - Friday of the W compost collected in alternating weeks on the same day as trash pickup		cycling and					
Price shall include the first bi-weekly recycling and composting bin o	of any size up	to 96 gallons					
32-Gallon weekly trash with biweekly recycle and compost service	32-Gallon weekly trash with biweekly recycle and compost service \$_15.20 per mont						
Unit Pricing Additional Individual Carts only after Base Bid Servi	ice:						
Additional 32-Gallon increment for weekly trash only bin  • City will charge full price of additional trash bin increment, con City cost of additional trash bin increment.  Additional 32-Gallon increment for bi-weekly recyclable only bin Additional 32-Gallon increment for bi-weekly compost only bin		per month l only charge per month per month					
Trash Prepaid sticker per 32-gallon bag	\$_3	.75 each					
100% Increment per 32 gallon unit increase per service category for 64 bins.	4-Gallon and	96-Gallon					
3.1.2 ALTERNATE BID ITEM #1, ALTERNATIVE ROUTE SCI	HEDULE:						
Schedule: Trash service on Alternative Day(s) than existing schedule compost collected in alternating weeks on the same day as trash pickup		ng and					
Price shall include the first bi-weekly recycling and composting bin of	of any size up	to 96 gallons					
32-Gallon weekly trash with biweekly recycle and compost service	\$N/A	per month					
Unit Pricing Additional Individual Carts only after Base Bid Servi	ice:						
<ul> <li>Additional 32-Gallon increment for weekly trash only bin</li> <li>City will charge full price of additional trash bin increment, co City cost of additional trash bin increment.</li> <li>Additional 32-Gallon increment for bi-weekly recyclable only bin</li> </ul>	\$N/A ntractor shall \$N/A	per month l only charge per month					
Additional 32-Gallon increment for bi-weekly compost only bin	\$ N/A	per month					
Trash Prepaid sticker per 32-gallon bag	\$!	N/A each					
100% Increment per 32 gallon unit increase per service category for 64 bins.	4-Gallon and	96-Gallon					

## EXHIBIT A

# Price Sheet - 5 Year Contract Term (Annually Renewable) \*Residential Collection Services\*

### 3.

3.1.3 ALTERNATE BID ITEM #2, WEEKLY RECYCLING:				
Schedule: Recycling collection weekly on the same day as trash collection.				
Price shall include the first weekly <b>recycling</b> bin of any size up to 96 gallons.				
<ul> <li>(a) 32-Gallon weekly recycling collection on same day as trash collection \$\_2.58\_\ pe month added to 3.1.1 or 3.1.2 base service cost.</li> <li>(b) 32-Gallon weekly recycling and compost collection on same day as trash collection \$\_N/A\_\ per month added to 3.1.1 or 3.1.2 base service cost in conjunction with selection of 3.1.4.</li> </ul>				
Unit Pricing Additional Individual Carts only after Base Bid Service:				
Additional 32-Gallon increment for weekly recyclable only bin \$_3.50 per month				
Please note if selection of 3.1.4, Weekly Composting, impacts pricing of 3.1.3, Weekly Recycling. If so, please provide a second set of costs as 3.1.3(b) to show the costs associated with selection of 3.1.4. If there is no cost impact in this scenario, please mark (b) as "NA".				
3.1.4 ALTERNATE BID ITEM #3, WEEKLY COMPOSTING:				
Schedule: Compost collection weekly on the same day as trash collection.				
Price shall include the first weekly <b>composting</b> bin of any size up to 96 gallons.				
<ul> <li>(a) 32-Gallon weekly composting collection on same day as trash collection \$\frac{3.50}{2.50}\$ per month added to 3.1.1 or 3.1.2 base service cost.</li> <li>(b) 32-Gallon weekly composting and recycling collection on same day as trash collection \$\frac{N/A}{2.50}\$ per month added to 3.1.1 or 3.1.2 base service cost in conjunction with selection of 3.1.3.</li> </ul>				
Unit Pricing Additional Individual Carts only after Base Bid Service:				
Additional 32-Gallon increment for weekly recyclable only bin \$3.50 per month				
Please note if selection of 3.1.3, Weekly Recycling, impacts pricing of 3.1.4, Weekly Composting. If so, please provide a second set of costs as 3.1.4(b) to show the costs associated with selection of 3.1.3. If there is no cost impact in this scenario, please mark (b) as "NA".				

#### EXHIBIT A

## Price Sheet - 5 Year Contract Term (Annually Renewable) Residential Collection Services

#### 3.1.5 ALTERNATE BID ITEM #4, GREENHOUSE GAS REDUCTION:

Equipment: All electric trash, recycling, and compost collection equipment.

Unit Pricing	for E	ectric '	Vehi	cles:
CHICARIT	TOI L	iccur.	* CIII	caca.

Chit Fricing for Electric Vehicles:
(a) Weekly trash with bi-weekly recycle and compost service \$ 3.92 per month added to 3.1.1 or 3.1.2 base service.
(b) Weekly trash with weekly recycle and bi-weekly compost service \$ 5.24 per month added to 3.1.1 or 3.1.2 base service.
(c) Weekly trash with bi-weekly recycle and weekly compost service \$ 5.24 per month added to 3.1.1 or 3.1.2 base service.
(d) Weekly trash with weekly recycle and weekly compost service \$ 6.55 per mon added to 3.1.1 or 3.1.2 base service.
Pricing item (a) above is for three (3) EV vehicles which is the current count of trucks to provide the base level of service. Items (b)(c) show pricing for 4 trucks, item (d) 5 trucks
Unit Pricing for Annual Greenhouse Gas Offset:
(a) Weekly trash with bi-weekly recycle and compost service \$ 0.09 per month per bill added to 3.1.1 or 3.1.2 base service.
(b) Weekly trash with weekly recycle and bi-weekly compost service \$ 0.12 per month per bill added to 3.1.1 or 3.1.2 base service.
(c) Weekly trash with bi-weekly recycle and weekly compost service \$ 0.12 per month per bill added to 3.1.1 or 3.1.2 base service.
(d) Weekly trash with weekly recycle and weekly compost service \$ 0.15 per mon per bill added to 3.1.1 or 3.1.2 base service.
Annual Greenhouse Gas Offset Pricing provided represents offset of (Check One):
Offsets can change based on Excel Energy carbon offset program.  Estimated Electric Vehicle Charging Emissions GHG Offset
OR
Estimated Clean Natural Gas Vehicle Emissions GHG Offset Included

Proposal shall outline types and number of vehicles, calculations that support estimated GHG emission offsets and pricing as well as verifiable GHG offset method to be approved.

Baseline electric vehicle charging GHG offset should assume 40% of energy utilized is renewable and 60% is required to be offset. City and Contractor may review Xcel Energy blend and GHG offset costs annually to determine if Unit Pricing for Annual Greenhouse Gas Offset costs should be modified.

### Exhibit A

# Price Sheet – 5 Year Contract Term (Annually Renewable) Residential Collection Services

**3.1.6 ALTERNATE BID ITEM #6** – Subscription Weekly Recycling **Schedule**: Recycling collection weekly (may not be same day as trash) Pricing for Subscription Weekly Recycling:

(a) **§8.00** per month added to **3.1.1** base service cost. Fee not subject to a multiplier, cost is for increased collection frequency. Fee applies to any Recycle Cart size resident has selected.

**3.1.7 ALTERNATE BID ITEM #7** – Subscription Weekly Composting **Schedule**: Compost collection weekly (may not be same day as trash) Pricing for Subscription Weekly Composting:

(b) **\$8.00** per month added to **3.1.1** base service cost. Fee not subject to a multiplier, cost is for increased collection frequency. Fee applies to any Compost Cart size resident has selected.

\*\*The \$8.00 monthly fee for weekly subscription service applies to each individual waste stream. At total monthly fee increase of \$16 if weekly subscription services for both Recycle and Compost are selected. \*\*

### EXHIBIT A

# Price Sheet - 5 Year Contract Term (Annually Renewable) Residential Collection Services

### 3.2 ADDITIONAL SERVICES:

Bulky Items				
First bulky item in each calendar quarter is free.	Yes	<u> </u>	Acknow	ledged
Contractor Bulky Item List of Costs and Exclusions as "Exhibit C"	Yes	S	Acknow	ledged
City Facilities				
City Facility Bid Tab			"Exh	ibit D"
Individual Based Subscription				
The following services will be offered to Louisville customers on an be added to the appropriate addresses in the billing transmitted to the				ey will
Drive-In Service <sup>(1)</sup> Roll-Out Service <sup>(1)</sup>	\$_ \$_	10.50		month
(1)Any residents who need this service due to a documentable handicat no charge.	cap wil	l receiv	ve this so	ervice
3.4 COLLECTION CARTS:				
Three free cart size changes or replacements per year per account	Yes		Ackno	wledged
Additional cart size changes or replacements		\$	17.50	each

#### **Electric Vehicles - Republic Services**

#### Petrovich, Mark <MPetrovich@republicservices.com>

Tue 2/27/2024 11:33 AM

To:Kurt Kowar <kurtk@Louisvilleco.gov>

#### Kurt,

The way we currently have the model set up is each vehicle is \$1.31/mo per customer. A total of \$3.93 for the three (3) EV. The fourth vehicle will also be \$1.31, for a total of \$5.24/mo per home. Also, the carbon offset for (4) EV is \$0.12 (0.03 per truck). A total charge of \$5.36. One topic we would want to put into a new contract is, Republic will actively pursue interested adopters of EV in other cities and any additional partners we get, we can offset Louisville's monthly EV cost by the usage of the vehicles by another city. If we can get the Louisville EV trucks working in another city on Monday's, that could offset 20% of the \$1.31 per vehicle. Pricing would be adjusted as additional partners came on board.

Again, call me with any questions or clarifications Kurt.

Mark Petrovich Republic Services Municipal Services Manager mpetrovich@republicservices.com Cell: 720-841-3150



#### Sustainability in Action

#### ==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

#### Republic Services Response to Subscription Services- Recycle and Compost

#### Petrovich, Mark <MPetrovich@republicservices.com>

Mon 2/26/2024 9:02 PM

To:Kurt Kowar < kurtk@Louisvilleco.gov>

Kurt,

In response to your questions earlier today. Republic Services will be able to offer Weekly Compost and/or Weekly Recycle services for Louisville residents. We are looking at different ways to structure the services and a lot of that will depend on the demand. That is something that can get into detail in contract negotiations.

The price for weekly service will be an additional \$8/month for each waste stream. It is not part of the multiplier because it is just an additional service on their existing compost/recycle cart. A customer does NOT need to be in the largest cart size in order to go to weekly service. They may be happy with their cart size, just want weekly compost, for example, due to the smell factor.

If a resident wants to get an additional compost/recycle cart, then they must be in the largest size first, then they can select their additional cart size which follows a base rate and multiplier process. Additional carts are an additional fee as you know based on the original bid documents.

I hope this gives you the information you need to get all your documents together for Tuesday. If not, please call me, happy to get whatever else you may need. Thanks Kurt, have a nice evening.

Mark Petrovich
Republic Services
Municipal Services Manager
mpetrovich@republicservices.com
Cell: 720-841-3150



Sustainability in Action

#### ==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

### City Facilities Pricing Sheet

Tras	Drieina	
container	freq	Monthly Pricing
96g	1x per week	\$15.00
96g	2x per week	\$30.00
2-96g	2x per week	\$60.00
2cy	1x per week	\$70.00
2cy	2x per week	\$130.00
Зсу	1x per week	\$75.00
Зсу	2x per week	\$145.00
2-3cy	2x per week	\$270.00
6су	1x per week	\$90.00
6су	2x per week	\$180.00
6су	3x per week	\$250.00
6су	5x per week	\$415.00
20cy	on call	\$350/each
30cy w/no pickup	on call	\$350/each
30cy	on call	\$350/each

	Pricing		
container	freq	Monthly Pricing	
32g	1x per week	\$7.00	
64g	1x per week	\$14.00	
96g	1x per week	\$21.00	
96g	2x per week	\$42.00	
2cy	1x per week	\$85.00	
2cy	2x per week	\$170.00	
Зсу	1x per week	\$90.00	
Зсу	2x per week	\$180.00	

C	Pricing		
container	freq	Monthly Pricing	
32g	1x per week	\$8.50	
64g	1x per week	\$17.00	
96g	1x per week	\$25.50	
2-96	1x per week	\$51.00	
2-96	2x per week	\$102.00	
2cy	1x per week	\$110.00	
2cy	2x per week	\$220.00	

96 g = .5 cuyd

#### EXHIBIT "B"

#### **Bulky Item Price List**

#### Residential Collections Service

Bulky Items pickup must be called into Republic Services and scheduled in advance and will be routed for collection and may not be on the same day customer's trash is collected.

Bulky Items must be prepaid prior to scheduling for service.

Customers will be notified what day to have customer's items out for collection.

#### **Bulky Items Pricing**

Item	Louisville
BBQ Grill	\$25.00
Branches or Wood (bundled) Per bundle	\$25.00
Carpet Bundled (per roll)	\$25.00
Chair	\$25.00
Coffee Table (small)	\$25.00
Construction Material (limit is 1 container/bundle)	\$25.00
Desk	\$25.00
Door	\$25.00
Dresser Large (5 or more drawers)	\$25.00
End Table	\$25.00
Garage Door (4'per Section)	\$25.00
Hot Water Heater	\$25.00
Love Seat	\$25.00
Microwave (Portable/non-mounted only)	\$25.00
Recliner	\$25.00
Sink (porcelain only)	\$25.00
Sofa	\$25.00
Couch (sectional per piece)	\$25.00
Toilets	\$25.00
Tables	\$25.00
Bikes	\$25.00
Mattress/Box spring (per piece)	\$35.00
Dishwasher	\$35.00
Appliances (Non-Freon Containing)	\$35.00

# EXHIBIT "C" Form of Notice to Proceed

DATE	ED: June 18 <sup>th</sup> , 2024
To:	Republic Services
Re:	Notice to Proceed with Commencement of Residential Trash Single-Stream Recycling and Compostables Collection Services
Contra	actor:
stream	hall service as your notice to proceed with commencement of residential refuse, single- a recycling and compostables collection services for the City of Louisville pursuant to that a Agreement for Residential Trash and Recycling Collection Services Agreement entered effective, 202
the dat in write service Service	quired by Section 20 of the Agreement, you are to begin implementation within 30 days of the of this Notice to Proceed. As further required by Section 20, you must provide to the City, ting and within 30 days of the date of this Notice, specific key milestone dates to achieve es commencing on the week of September 2nd, 2024, which specific date shall be the "Initial Deter". All services required under the Agreement shall be started on the Initial Service and performed in strict accordance with the Agreement.
	re to execute and return two signed originals of this Notice to Proceed to evidence your tof same and to indicate the Initial Service Date.
City o	f Louisville, Colorado
By: Title:_	
ACKN	NOWLEDGEMENT:
	Contractor hereby acknowledges receipt of the Notice to Proceed and hereby sets the ring as the specific date for commencement of all services under the Agreement:
INITL	AL SERVICE DATE:, 2024
CONT	TRACTOR:
By:	



# CITY COUNCIL COMMUNICATION AGENDA ITEM 7A

SUBJECT: PROCLAMATION OBSERVING JUNETEENTH NATIONAL

**INDEPENDENCE DAY** 

DATE: JUNE 18, 2024

PRESENTED BY: CITY COUNCIL

#### **SUMMARY:**

In 2021, President Biden designated Juneteenth as a federal holiday. On May 2, 2022, Governor Jared Polis signed a bill making Juneteenth an official Colorado state holiday.

Juneteenth, federally recognized as "Juneteenth National Independence Day", commemorates the day that the final enslaved Americans were made aware of the effect of the Emancipation Proclamation. Juneteenth, also known as Jubilee Day, Freedom Day, and Emancipation Day, marks our country's second Independence Day, and commemorates the end of slavery in the United States.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

Approve proclamation.

#### ATTACHMENT(S):

1. Juneteenth Proclamation, June 2024

#### STRATEGIC PLAN IMPACT:

	Financial Stewardship & Asset Management		Reliable Core Services
	Vibrant Economic Climate	$\boxtimes$	Quality Programs & Amenities
×	Engaged Community	×	Healthy Workforce
	Supportive Technology	×	Collaborative Regional Partner



#### A PROCLAMATION OBSERVING JUNETEENTH NATIONAL INDEPENDENCE DAY

**WHEREAS**, Juneteenth is the oldest celebration of the emancipation of enslaved Black Americans, and is so named after the events that took place on June 19, 1865 in Galveston, Texas; and

**WHEREAS**, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, informed enslaved people in Galveston, Texas of their freedom and that the Civil War had ended

**WHEREAS**, news of the end of slavery did not reach frontier areas of the United States for more than two years after President Lincoln's Emancipation Proclamation of January 1, 1863, and months after the conclusion of the Civil War; and

**WHEREAS**, Juneteenth, also known as "Juneteenth Independence Day", "Freedom Day", or "Emancipation Day" is an example of America's commitment to liberty and is celebrated and remembered as the end of chattel slavery in the United States; and

**WHEREAS**, many Black Americans continue the tradition of celebrating Juneteenth as inspiration, and for more than 159 years, Juneteenth Day offers pause for joy, happiness, and nourishment for the community; and

**WHEREAS**, Juneteenth reminds us of Black resiliency, struggle, and hope and encourages future generations to continue the ongoing fight for freedom, equality, and dignity; and

**WHEREAS**, Colorado's Black community has a rich and diverse history, from the pioneers who settled in the state during the 19th century, to the activists who fought for civil rights during the 20th century, to the artists, athletes, and entrepreneurs who continue to make their mark today;

**WHEREAS**, we must continue to work towards creating a more equitable and just society for all Coloradans, and recognizing the contributions and struggles of the Black community is an essential step towards achieving that goal;

**Now, therefore, be it resolved** by the City Council of the City of Louisville that we recognize the historical significance of Juneteenth this year and every year; support the continued celebration of Juneteenth to provide an opportunity for the people of the City of Louisville to engage more with the past to better understand the lived experiences of all who have shaped the nation and encourage the people of the City of Louisville to observe Juneteenth Day with appropriate ceremonies, activities and programs; and

The faith and strength of character of Black America remains an example for all people of the United States, regardless of background, religion or race; and

**BE IT FURTHER RESOLVED** the Juneteenth flag will fly June 17 – 21 as the City of Louisville recognizes, adopts, and proclaims this proclamation to underscore the freedom with dignity of every human being. As a governmental body, we oppose and reject any form of oppression and pledge to support our residents and local entities working to achieve equality and protect human rights.

DATED this 18 <sup>th</sup> day June, 2024	
	Christopher M. Leh, Mayor
ATTEST:	
	Meredyth Muth, City Clerk



# CITY COUNCIL COMMUNICATION AGENDA ITEM 7B

SUBJECT: ORDINANCE NO. 1874, SERIES 2024 – AN ORDINANCE

IMPLEMENTING A RATE INCREASE IN THE EMERGENCY TELEPHONE CHARGE – 1<sup>ST</sup> READING, SET PUBLIC HEARING

7/9/24

DATE: JUNE 18, 2024

PRESENTED BY: RAFAEL GUTIERREZ, CHIEF OF POLICE

#### SUMMARY:

The Boulder Regional Emergency Telephone Service Authority (BRETSA) proposes a rate increase for Emergency Telephone Charges effective February 1, 2025. The City of Louisville is a party to an Intergovernmental Agreement by which BRETSA was formed, and agreed to pass an ordinance imposing an Emergency Telephone Charge (ETC) on its constituents in the amount set by the BRETSA board. The proposed fee will increase the current cost for users by \$0.50 to the new rate of \$1.25 per line per month for telephone services billed in Boulder County. The proposed rate is below the current statewide average cost of \$1.93 per user per month. The federally-subsidized lifeline service for our low-income constituents is not subject to ETCs.

#### **FISCAL IMPACT:**

The proposed increase changes the current cost of \$0.75 per telephone user per month to \$1.25 per telephone user per month for telephone services billed in Boulder County.

#### **RECOMMENDATION:**

Staff recommends approval of the Ordinance on first reading and set the public hearing for July 9, 2024.

### ATTACHMENT(S):

- 1. Ordinance
- 2. Letter from BRETSA re: City of Louisville rate increase

#### STRATEGIC PLAN IMPACT:

(Sp)	Financial Stewardship & Asset Management	$\boxtimes$	Reliable Core Services
	Vibrant Economic Climate		Quality Programs & Amenities
	Engaged Community		Healthy Workforce
	Supportive Technology	×	Collaborative Regional Partner

#### ORDINANCE NO. 1874 SERIES 2024

## AN ORDINANCE IMPLEMENTING A RATE INCREASE IN THE EMERGENCY TELEPHONE CHARGE

WHEREAS, the Colorado Emergency Telephone Service Act, C.R.S. § 29-11-101, et seq. (the "Act"), authorizes governing bodies to enter into intergovernmental agreements for the purpose of providing an enhanced emergency telephone service system ("E-911 System") and to impose an emergency telephone charge to pay for the equipment and installation costs and the directly related operating costs of the E-911 System; and

WHEREAS, pursuant to said authority, the City entered into an Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service with the County of Boulder in September 1987 and adopted Chapter 3.30 of the Louisville Municipal Code imposing an emergency telephone charge in an amount not to exceed \$0.75 per month; and

WHEREAS, the Boulder Regional Emergency Telephone Authority (BRETSA) was formed pursuant to the Intergovernmental Agreement in 1987 to provide E-911 telephone and dispatching services in the City; and

WHEREAS, BRETSA has recommended an increase in the emergency telephone charge from \$0.75 to \$1.25 per phone call beginning February 1, 2025 to cover support and operating expenses for E-911 telephone services, emergency notification systems (e.g. reverse 911), computer aided dispatch (CAD), digital loggers (phone/radio recorders), other capital/non-capital equipment and maintenance needs, network infrastructure to include inter-connecting the PSAPs (fiber, redundancy, backup support), technical training needs, and the maintenance of massive databases that directly support CAD: Geographic Information System (GIS), Master Street Address Guide (MSAG), and Automatic Location Information (ALI).

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

**Section 1.** Section 3.30.010 of the Louisville Municipal Code is hereby by amended to read as follows (words to be added are <u>underlined</u>; words to be deleted are <u>stricken through</u>):

#### Sec. 3.30.010. Imposed

There is hereby imposed, pursuant to C.R.S § 29-11-101 et seq., as amended, (the Act) an emergency telephone charge in an amount not to exceed \$0.75 \$1.25 per month per exchange access facility, per wireless communications access, and per interconnected voice-over-internet-

protocol service in those portions of the City for which emergency telephone service will be provided, the proceeds from which shall be collected and administered according to the terms of the Intergovernmental Agreement concerning the implementation of a "E911" Emergency Telephone Service between the County of Boulder, the city of Boulder, et al. dated September 22, 1987, as amended, and the Act, as amended. The city council further authorizes the authority board as described in the intergovernmental agreement to set such lesser charges as the authority board may from time to time determine are appropriate in the course of the authority board's exercise of its functions under the intergovernmental agreement.

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

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

<u>Section 4.</u> 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, PUBLISHED this	-			-	AND	ORDERED
ATTEST:		Ō	Christoph	ner M. Leh, M	layor	
Meredyth Muth. City Cle	erk					

APPROVED AS TO FORM:		
Kelly PC, City Attorney		
of, 2024.	OND AND FINAL READING, this	da <u>y</u>
ATTEST:	Christopher M. Leh, Mayor	
Meredyth Muth, City Clerk		



# **Boulder County Sheriff's Office**

April 29, 2024

Jeff Durbin City Manager 749 Main Street Louisville, CO 80027

#### **Delivered via Email**

Dear Mr. Durbin,

I am writing you today as the Chair of the Boulder Regional Emergency Telephone Service Authority (BRETSA) Board. As you may know, BRETSA establishes the amount of the Emergency Telephone Charge (ETC) assessed per-line per-month on telephone services billed in Boulder County. BRETSA also receives and disburses the proceeds of the ETC to partially fund 9-1-1 service and operation of the Emergency Call Centers (ECCs) in Boulder County, which receive 9-1-1 calls and dispatch First Responders.

After 10 years, BRETSA has determined that effective February 1, 2025, it will be necessary to increase in the ETC by \$0.50, from the current \$0.75 established in 2014 to \$1.25. The rate will remain one of the lowest in the State, and below the average of Front Range ETCs. (Please note that federally-subsidized lifeline service for our low-income constituents is not subject to ETCs.)

#### Rate Information:

BRETSA Current ETC Rate: \$.75

Proposed BRETSA ETC Rate \$1.25 (Effective February 1, 2025)

Current State Average ETC Rate: \$1.93

#### Amendment of [City/Town] Ordinance

Pursuant to Article VI of the Intergovernmental Agreement by which BRETSA was formed and to which the City of Louisville is a party, Louisville has agreed that it will pass an ordinance imposing an ETC on its constituents in the amount set by the BRETSA Board. For the new rate to be effective on February 1<sup>st</sup>, the ordinance must be passed prior to November 1<sup>st</sup>. We request the City of Louisville pass the ordinance as soon as feasible.

#### Why BRETSA Is Increasing the ETC

BRETSA has seen its costs, including technology and personnel costs, increase over the past decade. However, we have also improved 9-1-1 service in Boulder County over that time. The BRETSA-supported ECCs have implemented Text-to-911, MMS-to-911, receipt of 9-1-1 calls via a more reliable and robust Emergency Services IP Network, updated and supplemented ECC systems to improve Emergency Response including verification of caller locations. BRETSA has also implemented a system called Smart 9-1-1 which allows residents and businesses to provide information to ECCs regarding personal or property conditions (medical issues, a family member requiring assistance to exit a premises in the event of a fire, storage of hazardous chemicals on a business premises), in advance of an emergency. Dispatchers can access the information in the event of an emergency at the home of business.

BRETSA continues to fund public alerting systems and multilingual alerting capabilities. BRETSA also funds systems to provide the public in the County and each city and town in Boulder County with persistent information regarding the status of alerts, and available resources during public emergencies.

Finally, we can't say enough about our ECC dispatchers, the *first* First Responders who are always there to answer calls from people in the worst moment of their life, to send help, provide instructions in First Aid until First Responders arrive, talk suicidal individuals down, and so much more. Dispatchers at the BRETSA-funded PSAPs have handled at least nine major incidents, many of them federally-declared disasters, when many PSAPs have never handled even a single such incident. These have included the Old Stage Fire, Fourmile Canyon Fire, Flagstaff Fire, 2013 Floods, Cold Springs Fire, Calwood Fire, King Soopers Mass Shooting, and Marshall Fire. But only a small percentage of people have the skillsets to serve as dispatchers, to remain calm under the most stressful situations, effectively and succinctly communicate with both callers and First Responders, utilize multiple technical PSAP systems to verify caller information and location, dispatch the closest units, identify hazards and other relevant environmental information on the caller's location, going from call to call as soon as First Responders arrive, never knowing what the next call will be. It is of course difficult to recruit and retain such talented employees for such stressful positions, which includes shiftwork.

If you have any questions and/or would like to have a representative of BRETSA at a meeting to answer questions about the ETC increase, please do not hesitate to contact me.

Sincerely,

Curtis Johnson

Boulder County Sheriff Chair, BRETSA Board

cc: Chief Rafael Gutierrez