

# City Council

## Agenda

**Tuesday, October 1, 2024**  
**Council Chambers**  
**749 Main Street**  
**6:00 PM**

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

- You can call in to +1 719 359 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](http://www.louisvilleco.gov/council)

*The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at [Council@LouisvilleCO.gov](mailto:Council@LouisvilleCO.gov).*

### 1. CALL TO ORDER & ROLL CALL

### 2. PLEDGE OF ALLEGIANCE

### 3. APPROVAL OF AGENDA

### 4. 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.

### 5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and 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.** Award Contract for 2024 Stormwater Master Plan
- C.** Award Contract for 2024 Stormwater Quality Master Plan Pilot Project

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#### Citizen Information

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

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

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

- D. Approve Purchase of Dell Servers for the City of Louisville Library Patron Network
- E. Approve Maintenance Agreement to Provide Landscaping Services for Parks and Open Space
- F. Approve Resolution No. 46, Series 2024 – A Resolution Supporting the Grant Application for a Non-Motorized Trail Grant from Colorado Parks and Wildlife Towards the Installation of Trail Wayfinding Signage

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

**7. CITY MANAGER’S REPORT**

**8. REGULAR BUSINESS**

**A. PROCLAMATION – HISPANIC HERITAGE MONTH 2024**

- Action

**B. RESOLUTION NO. 45, SERIES 2024, A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE DETECTION SOFTWARE AND HARDWARE**

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

**C. DISCUSSION/DIRECTION – CITY MANAGER’S 2025-2026 RECOMMENDED BUDGET AND 2025-2030 CAPITAL IMPROVEMENT PLAN PRESENTATION**

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

**D. ORDINANCE NO. 1882, SERIES 2024, AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD – 2<sup>ND</sup> READING – PUBLIC HEARING (advertised *Daily Camera* 9/8/24)**

- Mayor Opens Public Hearing
- Staff Presentation

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

**E. APPOINTMENT OF TWO COUNCILMEMBERS TO SERVE ON COMMITTEE TO REVIEW BOARD AND COMMISSION APPLICATIONS**

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

**9. CITY ATTORNEY'S REPORT**

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

**11. ADJOURN**

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***ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 10/15/24.***

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

- Public Hearing – 2025-2026 Budget
- East Street Village PUD
- Concept Plan for 2101 N Courtesy Road
- Home Hardening – 1<sup>st</sup> Reading

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CASH ACCOUNT: 001000 101001

WARRANT: 091224 09/12/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
248	CDW GOVERNMENT	CUST #5143572 Epson Exp	3,560.28
15845	CONCORD TECHNOLOGIES	AUGUST 2024 CLOUD FAX SER	233.14
13914	DAWN SOAVE	MILEAGE REIMBURSEMENT 2/8	260.30
15896	ETHAN LEAMING	ENTERTAINMENT 9/21/24 MUS	750.00
15888	FATTE PBC	Purchase Two (2) Police P	5,749.00
2405	HACH COMPANY	ACCT #833446	317.00
2405	HACH COMPANY	ACCT #833446	1,512.40
15902	KENNETH P. BERNSTEIN	MUSIC FOR LIBRARY 100TH B	135.00
15634	MAUREEN SCHREINER	GOLF LESSONS 8/24/24 - 9/	287.00
14801	MELENDEZ GOLF LLC	GOLF LESSONS 8/24/24 - 9/	1,830.50
15901	MIDDLESTAR MUSIC PUBLISHING LL	9/15/24 LIBRARY 100th BIR	135.00
99999	MINDY OLKJER	MILEAGE REIMBURSEMENT 5/2	40.74
99999	SHARON NEMECHEK	FOOD FOR THE SENIOR DINNE	197.22
99999	KRISTIN MCLEAN	LIBRARY 100TH YEAR CELEBR	135.00
99999	KURT KOWAR	PER DIEM PITTSBURGH ICMA	224.00
15685	OPERA COLORADO	9/21/24 ENTERTAINMENT	600.00
15897	PAULETTE READING TEXTILE CONSE	ONSITE CONSULTATION REX T	350.00
13538	SQUARE STATE SKATE	SUMMER 2024 SKATEBOARD LE	836.50
15899	TADD MOSKAL FINE ART	50% DEPOSIT - PET MEMORIA	830.00
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 9/5/24 - 9	2,110.00
3875	XCEL ENERGY	ACCT #53-1879596-1	36,465.40
3875	XCEL ENERGY	ACCT #53-1879593-8	129.16
3875	XCEL ENERGY	ACCT #53-1879595-0	814.99
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	23 INVOICES	WARRANT TOTAL	57,502.63
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CASH ACCOUNT: 001000 101001

WARRANT: 091924 09/19/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11298	DELTA DENTAL OF COLORADO	007562-0001 OCT 2024 EMPL	15,524.36
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	173.53
2405	HACH COMPANY	ACCT #833446 BENCHTOP MET	2,474.90
6455	KAISER PERMANENTE	05920-01-16 OCT 2024 EMPL	201,661.95
6464	LAND TITLE GUARANTEE CO	UTILITY BILLING REFUND 6	97.80
99999	TRAVIS RECTOR	REIMBURSE BOOT ALLOWANCE	157.49
99999	DANIEL BORK	REFUND UTILITY BILLING 14	281.87
99999	SALLY GLASS	UTILITY BILLING REFUND 1	23.69
99999	ANCHOR-HB LLC	UTILITY BILLING REFUND 1	165.75
8442	VISION SERVICE PLAN	12059727 OCT 2024 EMPLOYE	1,887.64
8442	VISION SERVICE PLAN	12059727 OCT 2024 EMPLOYE	1,977.45
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 9/12/24 -	2,040.00
3875	XCEL ENERGY	ACCT #53-1879600-8	92,244.87
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	13 INVOICES	WARRANT TOTAL	318,711.30
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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14599	120 WATER, INC.	Lead and Copper Sampling	2,597.91
15590	1ST RESPONDER HEALTHCARE LLC	POLICE PHYSICAL EXAMS 4 E	2,616.00
13547	A G WASSENAAR INC	PROJ #242647A Geotechnica	1,240.00
13547	A G WASSENAAR INC	PROJ #245085F Geotechnic	1,075.00
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	303.26
14547	ADIDAS AMERICA INC	CUST #38058001	55.50
14547	ADIDAS AMERICA INC	CUST #38058001 RESALE MER	249.30
14547	ADIDAS AMERICA INC	CUST #38058001 RESALE MER	50.40
14547	ADIDAS AMERICA INC	CUST #38058001 RESALE MER	47.40
14547	ADIDAS AMERICA INC	CUST #38058001 RESALE ME	118.50
15449	AECOM TECHNICAL SERVICES, INC.	8/10/24 - 9/6/24 Lot Gra	1,127.00
14521	AJ'S BACKFLOW TESTING LLC	BACKFLOW TESTING FOR WTP	2,480.00
15333	AKILA ARUMUGAM	CULTURE OF INDIA WORKSHOP	250.00
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #802604 QUARTERLY MO	463.38
14737	ALEX THOELE	GUITAR LESSONS SEPTEMBER	1,456.00
8933	ARKANSAS VALLEY SEED INC	ACCT #5413 SEED FOR HORTI	3,750.00
15854	ASCENT GROUP INC.	STEINBAUGH PAVILION ENGIN	1,535.00
13579	ASSA ABLOY ENTRANCE SYSTEMS US	CUST #800074	274.76
15457	AUTOMATED LOGIC CONTRACTING SE	CUST #62CITY0005 HVAC AU	1,030.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	27.76
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	12.70
15783	BARBA & SONS CONSTRUCTION, INC	Library Children's Area I	28,724.00
14251	BK TIRE INC	EQUIPMENT TIRES #5367	580.64
14251	BK TIRE INC	TIRE MOUNTING #5369	17.50
14251	BK TIRE INC	UTILITY VEHICLE TIRES #34	943.00
14251	BK TIRE INC	TIRE DISPOSAL	30.00
11605	BOBCAT OF THE ROCKIES LLC	ACCT #021884	218.30
11605	BOBCAT OF THE ROCKIES LLC	ACCT #021884 PARKS-EQUI	113.32
11605	BOBCAT OF THE ROCKIES LLC	ACCT #021884 PARKS-EQUI	218.30
640	BOULDER COUNTY	AUG 2024 BC CO-RESPONDERS	15,156.22
15204	BOULDER COUNTY PUBLIC WORKS	AUG 2024 GATE FEES	1,377.90

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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
7706	BRANNAN SAND & GRAVEL CO LLC	Job #1488 Hot mix asphal	595.90
7706	BRANNAN SAND & GRAVEL CO LLC	Job #1488 Hot mix aspha	298.54
7706	BRANNAN SAND & GRAVEL CO LLC	Job #1488 Hot mix aspha	298.20
7706	BRANNAN SAND & GRAVEL CO LLC	Job #1488 Hot mix asphal	304.20
7706	BRANNAN SAND & GRAVEL CO LLC	Job #1488 Hot mix aspha	237.60
7706	BRANNAN SAND & GRAVEL CO LLC	Job #148 Hot mix asphal	238.95
9838	BRIGHTVIEW LANDSCAPE SERVICES	CUST #21013249 AUGUST L	27,053.05
14403	CALLAWAY GOLF	ACCT #18883 RESALE MERC	494.70
10900	CAROL CREECH	REFUND CAMP CHELEY CO-OP	69.00
248	CDW GOVERNMENT	CUST #5143572 APPLE 10.	1,326.64
10773	CENTRIC ELEVATOR CORP	MONTHLY MAINT ACCT #156	323.50
10773	CENTRIC ELEVATOR CORP	MONTHLY MAINT ACCT #1565	624.07
10773	CENTRIC ELEVATOR CORP	MONTHLY MAINT ACCT #1566	365.35
10773	CENTRIC ELEVATOR CORP	MONTHLY MAINT ACCT #164	371.98
10773	CENTRIC ELEVATOR CORP	REPAIR BILLING ACCT #16	1,445.00
14688	CESCO LINGUISTIC SERVICES	SPANISH INTERPRETER 7/9/2	474.84
15352	CFM COMPANY	CUST ID #100913 New Corr	4,150.00
15352	CFM COMPANY	CUST ID #100913 HVAC MOT	880.00
13964	CHANDLER ASSET MANAGEMENT	AUG 2024 INVESTMENT FEES	3,279.30
2220	CHEMTRADE CHEMICALS US LLC	CUST #401485 Water Plan	6,967.80
2220	CHEMTRADE CHEMICALS US LLC	CUST #401485 Water Pla	6,693.28
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SUPP	353.50
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SUPP	353.50
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SUPP	180.67
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SUPP	353.50
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SUPP	353.50
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SUPP	353.50
15386	CITY OF LONGMONT	Cust #2152 Regional Min	9,560.00
13260	CLIFTON LARSON ALLEN LLP	ACCT #A509999 AUGUST 202	12,961.75
15152	MIKE MAROONE FORD LONGMONT	ALTERNATOR VEHICLE #3216	523.50
15152	MIKE MAROONE FORD LONGMONT	ALTERNATOR CORE RETURN	-75.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO010	792.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	99.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	81.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	126.00

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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	97.40
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO010	126.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - WEEKLY	115.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - NON ROU	69.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - NON ROU	69.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - CTC LIFT STATION	280.80
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - MONTHLY	360.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - MONTHLY	223.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - UPSTREAM METALS -	237.60
1120	COLORADO ANALYTICAL LABORATORY	WWTP - REUSE - MONTHLY	184.50
1120	COLORADO ANALYTICAL LABORATORY	WWTP - REG 85 MONTHLY	391.51
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000411269	1,053.00
10056	COLORADO DOORWAYS INC	MASTER KEY COPIES	226.48
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	546.25
15903	COLORADO TREE CONSULTANTS, LLC	TREE ASSESSMENT - 4 HYBRI	200.00
15611	CONTROLOGY STUDIO LLC	SEPT 2024 CONTROLOGY PILA	537.60
15304	CORONA ENVIRONMENTAL CONSULTIN	AUG 2024 MARSHALL FIRE RE	3,600.00
9973	CPS DISTRIBUTORS INC	ACCT #12010000 IRRIGATIO	31.13
9973	CPS DISTRIBUTORS INC	ACCT #12010000 IRRIGATIO	136.28
12428	CUMMINS SALES AND SERVICE	CUST #479194 GENERATOR S	823.56
12428	CUMMINS SALES AND SERVICE	CUST #479194 GENERATOR S	1,159.79
15682	CURATE WORKPLACE	PROJ MGMT & DESIGN FEE	2,250.00
11476	DBC IRRIGATION SUPPLY	CUST #1268 - IRRIGATION S	1,346.65
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION SU	158.30
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION S	190.40
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION SU	545.47
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056 2024 WWTP	1,889.74
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056 2024 WWTP	1,835.56

CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15683	DESIGN WORKSHOP, INC.	AUG 2024 Comprehensive	7,720.00
15138	DRYJECT COLORADO	Fall aeration of greens a	8,745.90
14835	EDGE CONTRACTING INC	CUST CODE: CITLOU Emerge	19,030.50
1945	FALCON ENVIRONMENTAL CORP	9/9/24 SERVICE WORK SULZE	870.00
14606	FEHR AND PEERS	PROJ #DN24-0821.00 7/27/	1,730.00
10623	FRONT RANGE LANDFILL INC	SEPT 2024 LANDFILL FEES	13,550.61
1175	GEORGE T SANDERS COMPANY	CUST #5415 NEW BACKFLOW D	619.93
1175	GEORGE T SANDERS COMPANY	CUST #5415 LIBRARY TOILE	123.94
14936	GOLDEN AUTOMATION LLC	SOUTH PLANT POWER OUTAGE	1,460.00
14936	GOLDEN AUTOMATION LLC	FIELD WORK 8/7/24	1,277.00
14936	GOLDEN AUTOMATION LLC	8/6/24 WTP TRAV-VAC & FTW	1,635.00
14936	GOLDEN AUTOMATION LLC	LOUISVILLE ETHERNET MIGRA	7,889.38
11504	GOODLAND CONSTRUCTION INC	2024 Sanitary Sewer Main	167,850.28
2310	GRAINGER	ACCT #882881923 MOBIL SH	498.24
2310	GRAINGER	ACCT #882881923 GEAR OI	509.16
2310	GRAINGER	ACCT #802864512	1,183.20
2310	GRAINGER	ACCT #802864512	366.00
2405	HACH COMPANY	ACCT #094039 DESICCANT	54.55
2405	HACH COMPANY	ACCT #094039 PH ELECTRO	1,535.70
2405	HACH COMPANY	ACCT #094039 QUARTZ/ALK	931.51
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL10 Wat	931.00
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL10 Wat	931.00
15381	HICKS CONTRACTORS SERVICES LLC	CHANGE OIL IN ALL 3 CLARI	1,800.00
15906	HOFFMAN, PARKER, WILSON & CARB	AUGUST 2024 EMPLOYMENT A	2,860.00
15209	HOLLAR TREE CO LLC	Removal of dead cottonwoo	3,200.00
15209	HOLLAR TREE CO LLC	COTTONWOOD REMOVAL COYOT	800.00
5152	HOTSY EQUIPMENT COMPANY	CS - HOTSY REPAIR	1,065.20
5152	HOTSY EQUIPMENT COMPANY	CS HOTSY REPAIR	131.70
9428	IDEAL FENCING CORPORATION LLC	Emergency guardrail repai	6,305.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	129.46
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 BREAKRO	44.78
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 BREAKRO	44.78
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 BREAKRO	78.51

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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	3,764.31
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	69.40
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	193.70
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	-54.73
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	54.73
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	101.08
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	216.44
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	144.41
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	877.34
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	95.99
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	45.83
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	372.90
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097 CUSTODI	-27.11
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	27.11
14176	IMS INFRASTRUCTURE MANAGEMENT	2024 Pvmt Mgmt Svcs & Cur	35,247.50
14938	INNOVISE BUSINESS CONSULTANTS	FIRST AID/CPR 9/18/24	715.00
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545 ADOBE CR	1,012.04
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545 Microsoft	127,529.39
10772	INTEGRATED SAFETY SERVICES LLC	LIBRARY SPRINKLER SYSTEM	260.00
10772	INTEGRATED SAFETY SERVICES LLC	HOOD INSPECTION COAL CREE	395.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SPRINKLER SYSTEM INS	345.00
14296	INTERMOUNTAIN SAFETY SHOE STOR	SHOES FOR ERICK SANCHEZ R	134.86
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	310.96
2780	KAISER LOCK & KEY SERVICE INC	DUMMY CYLINDER	80.50
2780	KAISER LOCK & KEY SERVICE INC	TAX OFFICE FILE KEYS	5.00
15904	KEETON INDUSTRIES, INC.	ECOFLOW COMPRESSOR FOR HE	1,190.60
15743	KRISTEN POPPE	RAG RUG WORKSHOP 10/12/24	200.00
15357	LANGUAGE USA, INC.	2024 Fall Catalog Transla	3,341.59
15754	LIGHTHOUSE TRANSPORTATION GROU	AUG 2024 Traffic Signal M	10,918.00
13692	LIGHTNING MOBILE SERVICES LLC	BI-ANNUAL HI-PRESSURE STE	750.00
13692	LIGHTNING MOBILE SERVICES LLC	Bi-Annual HI-PRESSURE Win	250.00
13692	LIGHTNING MOBILE SERVICES LLC	BI-MONTHLY SWEEPING (JAN,	335.00
14592	LIVE OAK BANK	PREMISE #300864286 & 3039	8,396.54
14927	LOUISVILLE MASTER PLUMBING LLC	DRAIN CLEANING AT THE REC	1,110.00
14068	MAC EQUIPMENT INC	Aerator/seeder attachment	10,377.60

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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11463	MATTHEW BENDER & CO INC	ACCT #2522381001 REFERE	120.36
13712	MOORE IACOFANO GOLTSMAN INC	MARCH 2024 Downtown Visi	15,382.44
13712	MOORE IACOFANO GOLTSMAN INC	4/1/24 - 5/31/24 Downtow	2,712.50
13712	MOORE IACOFANO GOLTSMAN INC	6/1/24 - 8/31/24 Downto	11,259.91
13926	NICOLETTI-FLATER ASSOCIATES PL	COUNSELING 6/19/24	495.00
13926	NICOLETTI-FLATER ASSOCIATES PL	AUGUST 2024 PRE-EMPLOYME	1,270.00
3630	NORTH STAR CLEANING SERVICES L	Bi-Annual window Cleaning	3,685.00
3630	NORTH STAR CLEANING SERVICES L	ARTS CENTER - WINDOW CLEA	110.00
3630	NORTH STAR CLEANING SERVICES L	ALL WINDOWS INSIDE & OUT	115.00
3630	NORTH STAR CLEANING SERVICES L	PC WINDOW CLEANING	540.00
15868	OLDE ENGLISH MASONRY, INC.	Chimney Repointing at Mus	6,050.00
99999	ELEMENTAL BUILD DESIGNS	REFUND DEPOSIT FOR HYDRAN	2,000.00
99999	MARGARET JANDA	REFUND LOUISVILLE REC CEN	72.00
99999	PATRICIA BULIZAK	REFUND LOUISVILLE REC CEN	36.00
99999	JANICE SNYDER	REFUND LOUISVILLE REC CEN	73.00
99999	ROGER J. BALLENGER	REFUND LOUISVILLE REC CEN	51.00
99999	RODNEY SINNER	REFUND LOUISVILLE REC CEN	50.00
99999	ERIC WILLIS	REFUND LOUISVILLE REC CEN	63.00
99999	AARON SWEENEY	REFUND LOUISVILLE REC CEN	87.00
99999	GREG LYON	REFUND LOUISVILLE REC CEN	63.00
99999	LUCY EWING	REFUND LOUISVILLE REC CEN	80.00
99999	JOLENE NIELSEN	MARSHALL FIRE USE TAX CR	755.00
99999	GREGORY EHRNSTROM	MARSHALL FIRE USE TAX CR	236.69
99999	GREGORY EHRNSTROM	MARSHALL FIRE USE TAX CR	310.79
99999	DONALD LAWRENCE BOYD	MARSHALL FIRE USE TAX CR	475.23
99999	DAVID LEEDY	MARSHALL FIRE USE TAX CR	303.91
99999	WERLONIGLE LIVING TRUST	MARSHALL FIRE USE TAX CR	282.04
99999	GENA LEONARD-JOHNSON	MARSHALL FIRE USE TAX CR	375.92
99999	KYLE A. KENDALL	MARSHALL FIRE USE TAX CR	635.98
99999	LEROY CALVIN ABILA	MARSHALL FIRE USE TAX CR	96.26
99999	GENEVIEVE SPARAGNA	MARSHALL FIRE USE TAX CR	467.46
99999	ANN C. DEBAY	MARSHALL FIRE USE TAX CR	57.08
99999	JOEL HAWKSLEY	MARSHALL FIRE USE TAX CR	509.63
99999	JOEL HAWKSLEY	MARSHALL FIRE USE TAX CR	397.85
99999	TAWNYA SOMAUROO	MARSHALL FIRE USE TAX CR	308.43
99999	SHAUN HOWE	MARSHALL FIRE USE TAX CR	790.23
99999	PATRICK BOLGER	MARSHALL FIRE USE TAX CR	142.03
99999	JONATHAN BELL	MARSHALL FIRE USE TAX CR	219.61
99999	THOMAS JOHNSON	MARSHALL FIRE USE TAX CR	394.20
99999	JENNIFER SINGER RUPP	MARSHALL FIRE USE TAX CR	453.60
99999	JENNIFER SINGER RUPP	MARSHALL FIRE USE TAX CR	124.76
99999	DAVE BARON	MARSHALL FIRE USE TAX CR	365.00
99999	DAVE BARON	MARSHALL FIRE USE TAX CR	657.00
99999	STEPHANIANA PRESTON	REFUND LOUISVILLE REC CEN	39.00

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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	GARRETT ROSE	REFUND LOUISVILLE REC CEN	63.00
99999	EDDIE ZAPATA	REFUND LOUISVILLE REC CEN	42.00
99999	JODY BENNETT	REFUND LOUISVILLE REC CEN	105.00
99999	BENJAMIN RENNELLS	REFUND LOUISVILLE REC CEN	294.00
99999	RICHARD KANESHIRO	REFUND LOUISVILLE REC CEN	50.00
99999	MAGGIE BROWN	REFUND LOUISVILLE REC CEN	48.00
99999	MARIAN BROWN	REFUND LOUISVILLE REC CEN	42.00
99999	DEBORAH HARRISON	REFUND LOUISVILLE REC CEN	48.00
99999	JAMIE MARDELLE	REFUND LOUISVILLE REC CEN	151.46
99999	DOUGLASS SCHOFIELD	MARSHALL FIRE USE TAX CR	132.13
99999	THOMAS WADE	MARSHALL FIRE USE TAX CR	219.00
99999	THOMAS WADE	MARSHALL FIRE USE TAX CR	18.87
99999	THOMAS WADE	MARSHALL FIRE USE TAX CR	209.16
99999	MARTY REIBOLD	MARSHALL FIRE USE TAX CR	344.21
99999	MARTY REIBOLD	MARSHALL FIRE USE TAX CR	217.92
99999	DONNER-LOO FAMILY REVOCABLE TR	MARSHALL FIRE USE TAX CR	124.65
99999	BARBARA DARRAGH	REFUND LOUISVILLE REC CEN	100.00
99999	KINETIC INDUSTRY	REFUND HYDRANT DEPOSIT	1,550.00
99999	MARDESEN CONCRETE LLC	REFUND HYDRANT RENTAL	2,450.00
99999	R&S RETAINING WALL SPECIALIST	REFUND PERMIT #MISC-10139	788.10
14899	OTAK INC	AUG 2024 MF Site Supervis	10,721.75
14899	OTAK INC	AUG 2024 MF Grading In	4,152.75
13649	OVERDRIVE INC	CUST ID #1100-0005 EMAGA	2,530.98
13649	OVERDRIVE INC	CUST ID #1100-0005 EMAT	12.99
13649	OVERDRIVE INC	CUST ID #1100-0005 EMAT	1,271.34
13649	OVERDRIVE INC	CUST ID #1100-0005 EMAT	1,250.08
11329	POLYDYNE INC	CUST CODE: LOUISVILLE 000	7,712.82
15844	PONDER COMPANY, INC.	Indoor Running Track Reme	50,849.00
15905	PROS PLUS LLC	FLAG FOOTBALL REFEREES	260.00
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720 Signs and T	3,600.00
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720 Signs and T	547.50
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720 Signs and	1,933.63
11033	ROCKY MOUNTAIN WILDLIFE SERVIC	CUST ID #LOUWAT PRAIRIE	614.20
15097	SAFETY KLEEN SYSTEMS INC	ACCT #CO104072 REMOVE &	363.66
15097	SAFETY KLEEN SYSTEMS INC	ACCT #CO104072	968.94
15206	SMITH POWER PRODUCTS, INC	GENERATOR WATER PUMP REPL	1,718.02
14612	SOME LIKE IT GREEN, LLC	SEPT 2024 PLANT CARE	90.00
13059	SPRAGUE PEST SOLUTIONS	9/13/24 WATER TRMT S WT	90.75
13059	SPRAGUE PEST SOLUTIONS	9/17/24 WATER TRMT N WT	82.50



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|P 8  
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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13059	SPRAGUE PEST SOLUTIONS	9/17/24 REC/SENIOR CENT	105.00
13059	SPRAGUE PEST SOLUTIONS	9/17/24 POLICE DEPT	75.00
13059	SPRAGUE PEST SOLUTIONS	9/11/24 CITY HALL	82.50
13059	SPRAGUE PEST SOLUTIONS	9/11/24 MUSEUM	75.00
13059	SPRAGUE PEST SOLUTIONS	9/10/24 ART CENTER	75.00
13059	SPRAGUE PEST SOLUTIONS	9/17/24 CITY SERVICES	145.00
13059	SPRAGUE PEST SOLUTIONS	9/11/24 WASTE WATER TRM	82.50
13059	SPRAGUE PEST SOLUTIONS	9/11/24 LIBRARY	75.00
13059	SPRAGUE PEST SOLUTIONS	8/22/24 COAL CREEK GOLF	92.00
13059	SPRAGUE PEST SOLUTIONS	9/17/24 COAL CREEK GOLF	92.00
13059	SPRAGUE PEST SOLUTIONS	9/17/24 COAL CREEK GOLF	150.00
13059	SPRAGUE PEST SOLUTIONS	9/17/24 CITY HALL	185.00
14396	SPRONK WATER ENGINEERS INC	2024 Water Engineering Co	11,200.00
14490	SUZANNE MICHOT	NATURE & HISTORY HIKE 9/1	31.50
15451	SYLVESTER'S MAINTENANCE & MECH	CITY SERVICES BAY DOOR RE	525.00
15758	TEXTRON E-Z-GO LLC	CUST #700012259	951.39
15625	TOP GOLF USA, INC.	ACCT #1030920 Software S	4,200.00
15625	TOP GOLF USA, INC.	ACCT #1030920 Software S	4,200.00
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W COPIER MAI	255.15
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W	300.13
4765	UNCC	MEMBER ID #48760 AUG 202	2,737.38
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	2,545.75
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	897.98
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	2,713.00
15065	UNDERWATER RECOVERY SPECIALIST	clean intake screen, repa	650.00
4875	UNIVAR SOLUTIONS USA INC	Water Plant Chemicals - S	2,778.30
4875	UNIVAR SOLUTIONS USA INC	EARTHTEC ALGAECIDE EARTH	1,574.10
14792	VEOLIA WATER TECHNOLOGIES TREA	CIRCUIT BOARD CUST #491	2,383.52
4900	VRANESH AND RAISCH LLP	AUG 2024 WINDY GAP CLIEN	258.50
15832	WAAS CAMPBELL RIVERA JOHNSON &	LEGAL SERVICES RE: ROCKY	776.10
15242	WALL COAT COMPANY INC	PAINT CS SERVICES ENTRY	9,600.00
11053	WATER TECHNOLOGY GROUP	MAINT ON WILO PUMPS CUS	1,313.74
11053	WATER TECHNOLOGY GROUP	MAINT ON 2 FLYGT CUST I	968.61
14373	WEIFIELD GROUP CONTRACTING INC	ELECTRICAL SERVICES 8/29/	2,096.04

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|P 9  
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CASH ACCOUNT: 001000 101001

WARRANT: 100124 10/01/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
12997	WHITESTONE CONSTRUCTION SERVIC	Emergency Repairs to Stei	40,734.74
15907	WORLD CLASS ATHLETIC SURFACES, TENNIS NETS	CUST #CITYL	550.00
=====			
	290 INVOICES	WARRANT TOTAL	880,379.85
=====			

**SUBJECT: AWARD CONTRACT FOR 2024 STORMWATER MASTER PLAN**

**DATE: OCTOBER 1, 2024**

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

**SUMMARY:**

Staff recommends approval of 2024 Stormwater Master Plan contract with RESPEC for the proposal in the amount of \$176,830.00 plus a 10% contingency in the amount of \$17,683.00 for a total contract price of \$194,513.00

**PROJECT DETAILS:**

Staff advertised the 2024 Stormwater Master Plan Project on July 31, 2024 and August 2, 2024 Proposals were received on August 16, 2024. Proposals received are as follows:

<b>Contractor</b>	<b>Consultant Ranking</b>	<b>Proposal Price</b>
RESPEC	1	\$176,830
ICON	2	\$143,400
Kimley Horn	3	\$256,206

Proposals were reviewed and scored by Public Works staff. Proposals were scored in accordance with the RFP consisting of five sections including; Statement of Qualifications (15%), Project Team / Firm Capability (20%), Prior Project Experience (20%), Work Plan / Scope of Services (30%), and the Fee Schedule (15%). After ranking the scored proposals staff recommends RESPEC to complete the 2024 Stormwater Master Plan.

Building upon the 2015 Stormwater Masterplan, the City is taking a proactive approach to managing its stormwater infrastructure with the upcoming 2024 Stormwater Master Plan. The City aims to address current conditions and emerging concerns while continuing to improve and maintain its stormwater systems effectively. Here's a summary of the key aspects of the new plan:

- 1. Survey of Existing Infrastructure:** The 2024 Master Plan will include a comprehensive assessment of the current state of stormwater infrastructure, identifying any changes or issues since the 2015 survey.
- 2. Public Input:** Gathering feedback from residents about stormwater issues will help ensure that the plan addresses community concerns and priorities.
- 3. Capital Improvement Schedule:** The updated Master Plan will provide a revised Capital Improvement Plan, outlining necessary upgrades and maintenance tasks for public stormwater facilities for the next 10 years.

- 4. **Guidance for Maintenance Projects:** The new plan will serve as a framework for the City's annual Stormwater Maintenance Projects, ensuring that resources are allocated efficiently and that improvements are made in a prioritized manner.

By incorporating these elements, the 2024 Master Plan aims to enhance the City's ability to manage stormwater effectively, reduce flooding risks, and maintain the quality of its stormwater infrastructure.

**FISCAL IMPACT:**

The costs of the 2024 Stormwater Master Plan Project will be drawn from the following funds:

**Projected Funding**

Description	Account	Budget Amount
Stormwater Master Plan	503499-660273	\$150,000
<b>Total Funding:</b>		<b>\$150,000</b>

**Projected Expenses (Stormwater Master Plan) 503499-660273**

Description	Amount
2024 Stormwater Master Plan	(\$176,830)
2024 Stormwater Master Plan Contingency	(\$17,683)
<b>Total Expenses:</b>	<b>(\$194,513)</b>
<b>Shortfall of Funds</b>	<b>(\$44,513)</b>

**Budget Amendment**

The Stormwater Master Plan account (503499-660273) lacks sufficient funds to support this project. To address this shortfall, staff recommends a budget amendment in the amount of \$44,513. The Detention Pond Maintenance account (503499-630096), which all projects have now been completed, has a current balance of approximately \$530,000. This remaining budget is adequate to cover the funding gaps for both the Stormwater Master Plan project (this communication) and the SWQMP Pilot Project, which are both being submitted for Council approval on October 1. The Detention Pond Maintenance, Stormwater Master Plan, and SWQMP Pilot accounts are all part of the Stormwater Utility fund, ensuring that the overall fund will remain balanced without a deficit.

**STAFF RECOMMENDATION:**

Staff recommends approval and award of the 2024 Stormwater Master Plan Project contract with RESPEC for \$176,830.00 plus a 10% contingency in the amount of \$17,683.00 for a total authorized amount of \$194,513.00 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.









**PROGRAM/SUB-PROGRAM:**

The recommended contracts support the goal of improving drainage and storm water quality across the city.

**ATTACHMENT(S):**

- 1. Professional Services Contract with RESPEC

**STRATEGIC PLAN IMPACT:**

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

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND RESPEC Company, LLC  
FOR CONSULTING SERVICES**

**1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 1st day of October, 2024 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and RESPEC Company, LLC [Name of Contractor], a South Dakota limited liability company[State of Formation and Type of Entity] hereinafter referred to as the “Consultant”.

**2.0 RECITALS AND PURPOSE**

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

**3.0 SCOPE OF SERVICES**

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

**4.0 COMPENSATION**

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

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

## **5.0 PROJECT REPRESENTATION**

- 5.1 The City designates Tyler Trojan as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Tyler Trojan and such person's designees.
- 5.2 The Consultant designates Melissa Bryant as its project manager and Alan Leak as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to November 1, 2025 unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City.

All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.



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

## **8.0 INDEMNIFICATION**

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

Consultant's total liability to City for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Agreement.

## 9.0 QUALITY OF WORK

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

## 10.0 INDEPENDENT CONTRACTOR

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

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

## **11.0 ASSIGNMENT**

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

## **12.0 DEFAULT**

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

## **13.0 TERMINATION**

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

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

## **14.0 INSPECTION AND AUDIT**

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

## **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

## **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

## **17.0 COMPLIANCE WITH LAWS**

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

## **18.0 INTEGRATION AND AMENDMENT**

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

## **19.0 NOTICES**

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

If to the City:

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

Fax: (303) 335-4550

If to the Consultant:

RESPEC Company, LLC  
Attn: Alan Leak  
720 South Colorado BLVD. Suite 410 S  
Denver, CO 80246  
Telephone: (303) 775-6406

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

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## **22.0 SUBCONTRACTORS**

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

**23.0 AUTHORITY TO BIND**

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


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

CITY OF LOUISVILLE,  
a Colorado Municipal Corporation

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

Attest: \_\_\_\_\_  
Genny Kline, Interim City Clerk

CONSULTANT:  
RESPEC Company, LLC

  
By: Alan Leak  
Title: Principal-In-Charge

**Exhibit A – Scope of Services**

**[Insert Scope of Service(s)]**

## **TECHNICAL QUALIFACTIONS PROPOSAL SCOPE OF SERVICES**

### **I. SCOPE**

The City of Louisville is seeking a qualified consultant to evaluate the condition of the City's storm sewer system, and detention ponds in order to prepare an updated Stormwater Master Plan.

The scope of the project includes the following; Meet with public to gather concerns related to the storm sewer system and detention ponds; explore and identify mediation measures for problem drainage areas; prioritize problem drainage areas; incorporate MHFD master planning; develop maintenance and CIP program with cost estimates.

The consultant will prepare a plan to rehabilitate existing detention ponds and storm sewers owned by the City of Louisville to improve their storm water detention and drainage efficiency. The work will include verifying completed and outdated projects identified in the previous Stormwater Master Plan. Verify that the outlet structures are built per design and are functioning correctly. The rehabilitation work would also include replacing damaged concrete lined channels; removing trees which have damaged existing concrete channels; removal of trees and shrubs that are adjacent to existing drainage structures; repairing earthen slopes which have eroded over time or the replacement of non-conforming drainage outlet structures. The work will also include replacement/rehabilitation of any degraded storm sewers throughout the city.

The project design will need to identify and confirm mediation measures for problem drainage areas with the City as well as prioritize the mitigation of problem drainage areas and discuss the financial impacts over the next 10 years. Also, the project design will need to incorporate the Mile High Flood District (MHFD) master planning projects that have yet to be completed.

### **II. GENERAL SERVICES AND PROJECT MANAGEMENT**

As a part of their project management plan, the consultant will, at a minimum, regularly schedule meetings and coordinate with City staff, project team and, identify and facilitate milestone meetings, and public meeting(s); and submit monthly schedule, budget, and project status reports. Status reports shall be submitted electronically. Schedules shall be prepared and submitted in pdf format.

#### **A. OBJECTIVE**

Provide overall leadership and team strategic guidance aligned with City of Louisville (City) staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### **B. ACTIVITIES**

##### **1. Coordination with the City**

Consultant will maintain communication with the City via voice, virtual and in person meetings, and email communication. Project duration will be 6 months; therefore, it is assumed that there will be up to 6 progress



payments/status reports. Public meetings are not included as progress meetings.

2. Management and Coordination of Staff

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

3. Public Meetings

In coordination with the City's Project Manager and outside agencies, the consultant shall provide presentation material, attend and support staff and assist in conducting meetings as follows:

- Consultant will provide a detailed plan for how they intend to gather public concerns, and feedback. This plan shall include details of when, why, and how the consultant will engage the community throughout the project. Recommendations shall be based off of This plan shall include the following:
  - A "promise to the public" statement. See [IAP2 Spectrum of Engagement](#).
  - A minimum of two (2) public meetings hosted by the consultant.
    - Coordinate logistics of meetings including, location, format, communication aids and equipment, beverages, staging and documenting and summarizing any input, concerns, and feedback gathered at such meetings.
    - Each public meeting shall have a method for collection of comments/requests virtually. This shall be web-based GIS map or equivalent. Consultant will coordinate with the City communication team on available tools and sharing resources with stakeholders. This may require a third-party online application for tracking comments.
  - Development and update of contact lists and communication tracking spreadsheets.
  - Communication plans. Consultant shall provide notices of any public meetings and shall distribute at least 14 days prior to the meetings. Notifications may include mailers, email/social media blasts, updated information on the City's web page, or content to be included in the City's regularly mailed/emailed newsletters or utility bills. Consultant will coordinate with the City communication team on best practices for providing notification to the public.
  - The Consultant shall provide graphic support as needed using displays, exhibits, and write ups for public meetings and for updating project information on the City's web and social media pages. The City's communication department will update the project web page using content provided by the consultant. The information presented will be reviewed and approved by the project management staff and communication division prior to posting on the project web page. Consultant shall be familiar with the City of Louisville's "Engage Louisville" platform, and best practices for providing status updates

before, during, and after the project. Consultant will “close the loop” with the public, providing a summary of how community input was collected, analyzed, and used to inform the project.

4. Field Explorations

Consultant will conduct field visits as necessary to gather information on site conditions needed for preparing recommendations of repairs and the CIP schedule.

5. Coordination of Subconsultants

Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

C. DELIVERABLES

1. Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task and budget remaining. Consultant shall deliver to the City a monthly invoice and status report covering:

- Work on the project performed during the previous month.
- Meetings attended.
- Problems encountered and actions taken for their resolution.
- Potential impacts to submittal dates, budget shortfalls or optional services.
- Budget Analysis.
- Issues requiring project team action.

2. Stormwater Master Plan

Consultant shall deliver a 60% and 90% draft of the 2024 Stormwater Master Plan to the City for comments. Consultant may assume a 3 week review period for City comments to be provided.

3. Consultant shall deliver a presentation for Council to the City for review a minimum of 1 month prior to consultant presenting to Council for adoption.

**II. BUDGET**

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Consultant proposes to perform this work on a time and expenses basis in accordance with the attached Fee Estimate.

### **III. PROJECT SCHEDULE**

The preliminary project schedule outlined below is based on discussions with the City.

Contract Agreement Executed: October 11, 2024

Notice to Proceed (NTP): October 14, 2024

Pre-Design Conference: TBD

Preliminary Design Submittal: TBD

Final Design Submittal: April 1, 2025

Final Completion (Consultant Presentation to Council): First Council Meeting in May 2025

**EXHIBIT B**

**{Insert Consultant Service Pricing}**

# FEE SCHEDULE

Task Number	Task Description	Senior Project Manager \$225/hour	MS4 Lead \$180/hour	Project Engineer \$140/hour	H&H Engineer \$140/hour	GIS/Modeler \$110/hour	QAQC \$225/hour	Principal-in-Charge \$245/hour	Total Hours	Total Cost
1	<b>Project Coordination</b>									
1A	Project Management	24	16	0	0	0	2	2	44	\$9,220
1B	Progress Meetings/Kickoff	16	16	8	4	4	2	2	52	\$9,540
<b>Task 1 - Subtotal Hours</b>		<b>40</b>	<b>32</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>96</b>	
<b>Task 1 - Subtotal Cost</b>		<b>\$9,000</b>	<b>\$5,760</b>	<b>\$1,120</b>	<b>\$560</b>	<b>\$440</b>	<b>\$900</b>	<b>\$980</b>		<b>\$18,760</b>
2	<b>Public Engagement</b>									
2A	Develop Website	8	16	0	0	20	2	2	48	\$7,820
2B	Public Meetings/Input Summary	16	16	0	0	16	2	2	52	\$9,180
<b>Task 2 - Subtotal Hours</b>		<b>24</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>4</b>	<b>4</b>	<b>100</b>	
<b>Task 2 - Subtotal Cost</b>		<b>\$5,400</b>	<b>\$5,760</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,960</b>	<b>\$900</b>	<b>\$980</b>		<b>\$17,000</b>
3	<b>Phase 1 - Baseline H&amp;H</b>									
3A	Data Compilation and Review	16	16	40	60	80	2	2	216	\$30,220
3B	Modeling Analysis	8	8	40	60	80	2	2	200	\$26,980
<b>Task 3 - Subtotal Hours</b>		<b>24</b>	<b>24</b>	<b>80</b>	<b>120</b>	<b>160</b>	<b>4</b>	<b>4</b>	<b>416</b>	
<b>Task 3 - Subtotal Cost</b>		<b>\$5,400</b>	<b>\$4,320</b>	<b>\$11,200</b>	<b>\$16,800</b>	<b>\$17,600</b>	<b>\$900</b>	<b>\$980</b>		<b>\$57,200</b>
4	<b>Phase 2 - Alternative Analysis</b>									
4A	Asset Repair & Replacement	8	10	10	20	30	2	2	82	\$12,040
4B	Detention Area Evaluation	8	10	10	20	30	2	2	82	\$12,040
<b>Task 4 - Subtotal Hours</b>		<b>16</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>60</b>	<b>4</b>	<b>4</b>	<b>164</b>	
<b>Task 4 - Subtotal Cost</b>		<b>\$3,600</b>	<b>\$3,600</b>	<b>\$2,800</b>	<b>\$5,600</b>	<b>\$6,600</b>	<b>\$900</b>	<b>\$980</b>		<b>\$24,080</b>
5	<b>Phase 3 - Conceptual Design &amp; Master Plan</b>									
5A	Conceptual Design	8	10	10	40	20	2	2	92	\$13,740
5B	Implementation Schedule	8	10	10	40	20	2	2	92	\$13,740
5C	Draft Master Plan	16	16	16	30	20	2	2	102	\$16,060
5D	Final Master Plan	8	8	8	20	20	4	4	72	\$11,240
5E	City Council Presentation	8	4	0	0	0	0	2	14	\$3,010
<b>Task 5 - Subtotal Hours</b>		<b>48</b>	<b>48</b>	<b>44</b>	<b>130</b>	<b>80</b>	<b>10</b>	<b>12</b>	<b>372</b>	
<b>Task 5 - Subtotal Cost</b>		<b>\$10,800</b>	<b>\$8,640</b>	<b>\$6,160</b>	<b>\$18,200</b>	<b>\$8,800</b>	<b>\$2,250</b>	<b>\$2,940</b>		<b>\$57,790</b>
<b>Subtotal Hours</b>		<b>152</b>	<b>156</b>	<b>152</b>	<b>294</b>	<b>340</b>	<b>26</b>	<b>28</b>	<b>1148</b>	
<b>Subtotal Costs</b>		<b>\$34,200</b>	<b>\$28,080</b>	<b>\$21,280</b>	<b>\$41,160</b>	<b>\$37,400</b>	<b>\$5,850</b>	<b>\$6,860</b>		<b>\$174,830</b>
	RESPEC Direct Costs (mileage, field equipment, printing, public meetings)									\$2,000
<b>Total Costs</b>										<b>\$176,830</b>

**SUBJECT:           AWARD CONTRACT FOR 2024 STORM WATER QUALITY  
MASTER PLAN PILOT PROJECT**

**DATE:               OCTOBER 1, 2024**

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

**SUMMARY:**

Staff recommends approval of 2024 Storm Water Quality Master Plan (SWQMP) Pilot Project contract with Edge Contracting for the base bid Pond Q1 in the amount of \$361,418.00 and alternate 1 Pond WW-1 (Enclave Park) in the amount of \$241,260.00 plus a 10% total contingency in the amount of \$60,268.00 for a project total of \$662,946.00

**PROJECT DETAILS:**

Staff advertised the 2024 SWQMP Pilot Project on July 17, 2024 and July 24, 2024. Bids were received on August 6, 2024. Bids received are as follows:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Total Bid</b>
Edge Contracting	\$361,418.00	\$241,260.00	\$602,678.00
Western States	\$518,871.50	\$312,425.65	\$831,297.15
WW Clyde	\$847,610.00	\$451,666.00	\$1,299,276.00

Staff recommends Edge Contracting as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks. Please refer to the attached map for project locations included with the bid.

This initiative represents a pilot project for the City, with the dual objectives of enhancing the natural aesthetics of existing stormwater infrastructure and improving the quality of stormwater runoff within the designated areas. The City has been awarded a maximum of \$200,000 grant from the Colorado Department of Public Health and Environment (CDPHE) to support this endeavor. As part of the grant arrangement, the City is committed to contributing a minimum of \$400,000 towards the project. CDPHE will reimburse the City up to \$200,000 upon completion of the project.

The proposed enhancements include the integration of water quality forebays designed to facilitate the sedimentation process, thereby allowing particulate matter to be filtered out of the water. This modification aims not only to improve water quality but also to streamline the maintenance requirements of the detention ponds. Additionally, the project will replace the current impermeable concrete trickle channels with rock cobble swales. These swales are intended to enhance water infiltration, further contributing to the overall improvement of stormwater quality.

Through these carefully planned water quality interventions and the support of CDPHE funding, the pilot project seeks to demonstrate effective solutions for both naturalizing stormwater infrastructure and enhancing stormwater quality.

**FISCAL IMPACT :**

The costs of the 2024 SWQMP Pilot Project will be drawn from the following fund:

**Projected Funding**

Description	Account	Budget Amount
<b>Stormwater Quality Master Plan Capital</b>	503499-660287	\$249,429
CDPHE Grant		\$200,000
<b>Total Funding:</b>		<b>\$449,429</b>

**Projected Expenses (Stormwater Quality Master Plan Capital) 503499-660287**

Description	Amount
2024 SWQMP Pilot Project Q-1 – Base Bid	(\$361,418)
2024 SWQMP Pilot Project WW-1 – Alternate 1	(\$241,260)
2024 SWQMP Pilot Project Contingency	(\$60,268)
<b>Total Expenses:</b>	<b>(\$662,946)</b>
<b>Shortfall of Funds</b>	<b>\$213,517</b>

**Budget Amendment**

The Stormwater Quality Master Plan Capital account (503499-660287) lacks sufficient funds to fully support this recommended project. To address this shortfall, staff will propose a budget amendment in coordination with the Finance Department in the amount of \$413,517.

The proposed budget amendment will account for the \$200,000 received from the CDPHE Grant and \$213,517 of unallocated funds within the Detention Pond Maintenance account (503499-630096) to be reassigned to cover this shortfall.

The Detention Pond Maintenance line item is adequate to cover the funding gaps for both the Stormwater Master Plan project and the SWQMP Pilot Project (this communication), which are both being submitted for Council approval on October 1. The Detention Pond Maintenance, Stormwater Master Plan, and SWQMP Pilot accounts are all part of the Stormwater Utility fund, ensuring that the overall fund will remain balanced without a deficit.

**STAFF RECOMMENDATION:**

Staff recommends approval and award of the 2024 Storm Water Quality Master Plan (SWQMP) Pilot Project contract with Edge Contracting for the base bid Pond Q1 in the amount of \$361,418.00 and alternate 1 Pond WW-1 (Enclave Park) in the amount of \$241,260 for a total contract price of \$602,678 plus a 10% contingency in the amount of \$60,268 for a total authorized amount of \$662,946.00 and authorize the Mayor, City

Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.









**PROGRAM/SUB-PROGRAM:**

The recommended contracts support the goal of improving drainage and storm water quality across the city.

**ATTACHMENT(S):**

- 1. Project Agreement with Edge Contracting
- 2. Map of Project Areas

**STRATEGIC PLAN IMPACT:**

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



# Agreement

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THIS AGREEMENT is made and entered into this 1 day of October in the year 2024 by and between:

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

and

**Edge Contracting Inc.**  
**(hereinafter called CONTRACTOR)**

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

## Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**PROJECT: 2024 SWQMP PILOT PROJECT**  
**PROJECT NUMBER: 503499-660287**

## Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **53 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS (\$1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

### Article 3. Contract Price

- 3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of Six Hundred and Two Thousand, Six Hundred and Seventy Eight dollars \$602,678.00 set forth in the Bid Form of the CONTRACTOR dated 6/15/2024.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

### Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

### Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local

and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

## **Article 6. Contract Documents**

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1. Invitation to Bid.

- 6.2. Instruction to Bidders.
- 6.3. Bid Form.
- 6.4. This Agreement.
- 6.5. General Conditions.
- 6.6. Supplementary Conditions.
- 6.7. General Requirements.
- 6.8. Technical Specifications.
- 6.9. Drawings with each sheet bearing the title: **2024 SWQMP PILOT PROJECT** .
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
  - 6.10.1. Addenda No. 0 to 1 exclusive
  - 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
  - 6.10.3. Schedule of Subcontractors
  - 6.10.4. Anti-Collusion Affidavit
  - 6.10.5. Certification of EEO Compliance
  - 6.10.6. Notice of Award
  - 6.10.7. Performance Bond
  - 6.10.8. Labor and Material Payment Bond
  - 6.10.9. Certificates of Insurance
  - 6.10.10. Notice to Proceed
  - 6.10.11. Contractor's Proposal Request
  - 6.10.12. Contractor's Overtime Request
  - 6.10.13. Field Order
  - 6.10.14. Work Change Directive
  - 6.10.15. Change Order
  - 6.10.16. Application for Payment
  - 6.10.17. Certificate of Substantial Completion
  - 6.10.18. Claim Release
  - 6.10.19. Final Inspection Report
  - 6.10.20. Certificate of Final Completion
  - 6.10.21. Guarantee Period Inspection Report
- 6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
  - 1. Permits from other agencies as may be required.
  - 2. Special Provisions and Detail Drawings.
  - 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
  - 4. Supplementary Conditions.
  - 5. General Conditions.
  - 6. City of Louisville Design and Construction Standards.
  - 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

**Article 7. Miscellaneous**

- 7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Article 8. Other Provisions**

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on October 1, 2024.

**OWNER: CITY OF LOUISVILLE,  
COLORADO**

By: \_\_\_\_\_  
Christopher M. Leh, Mayor

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street  
Louisville, Colorado  
80027

Attention: City Engineer

**CONTRACTOR: EDGE CONTRACTING, INC.**

By: \_\_\_\_\_  
COLE D. CATTOOR

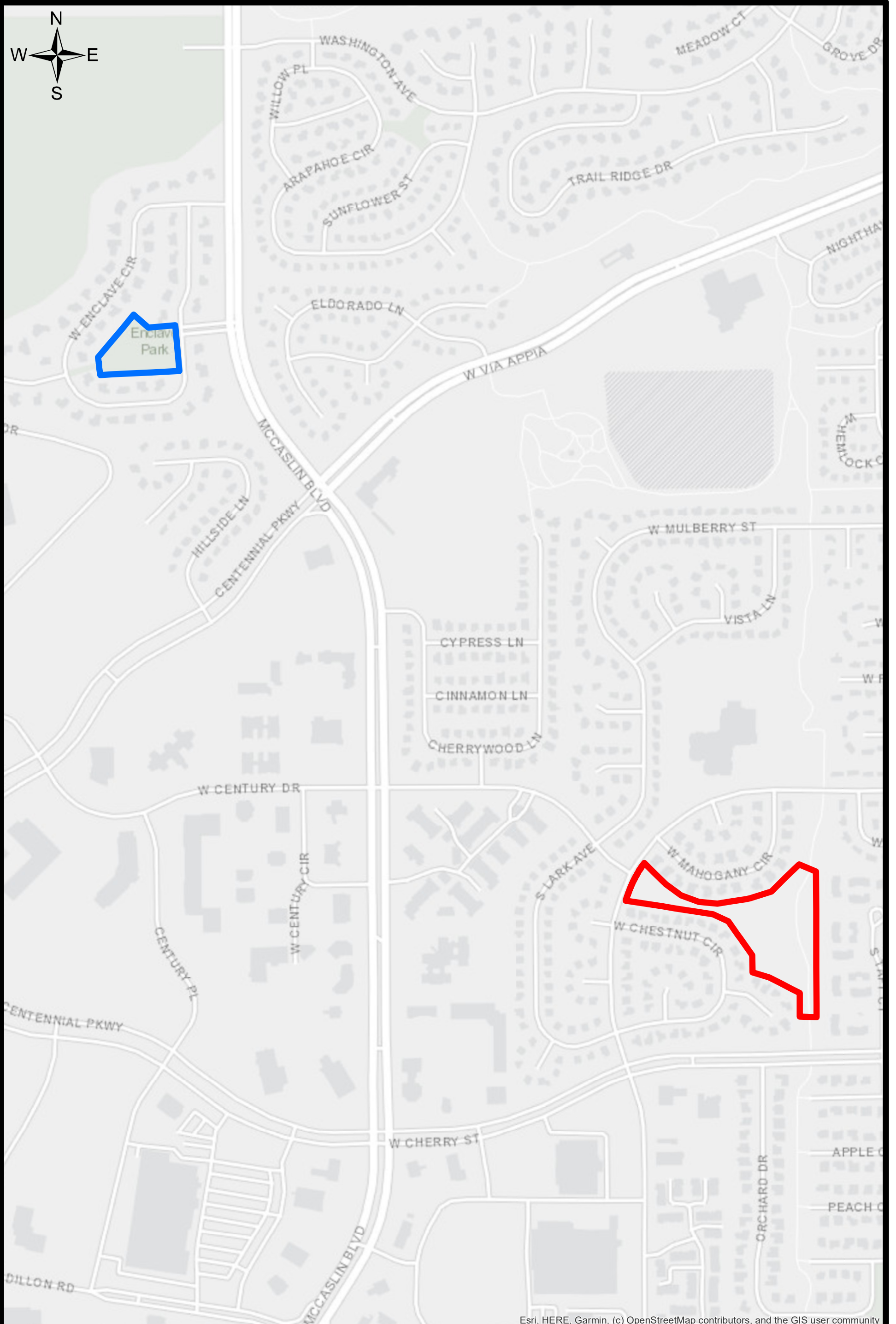
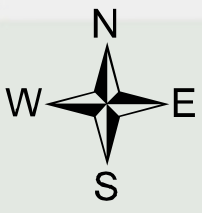
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
MICHELE COUEDGE

Address for giving notices:

1453 BRICKYARD ROAD  
GOLDEN, CO 80403





Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



The City of **Louisville, Colorado**

2024 SWQMP Pilot Project



WW-1 Detention Pond



Q-1 Detention Pond

**SUBJECT: APPROVE PURCHASE OF DELL SERVERS FOR THE CITY OF LOUISVILLE LIBRARY PATRON NETWORK**

**DATE: OCTOBER 1 ,2024**

**PRESENTED BY: PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR**

**SUMMARY:**

The IT department has identified that the Library Patron Servers need to be replaced. The outdated servers are end of life and could be a cyber security risk if not replaced. These servers run all services for the City’s Library and patron services.

**FISCAL IMPACT:**

This is a one-time purchase of \$35,952.80. This purchase was not budgeted in the 2024 budget and will require a budget amendment to the CIP Server Replacement Project GL 301173-650099

This purchase will be procured using a State of Colorado bid process from General Services Administration (GSA). This type of of procurement is permitted in the Louisville Procurement Policy on any supply, equipment, or vehicle purchase under \$500,000.

**PROGRAM/SUB-PROGRAM IMPACT:**

This project helps to maintain a secure and connected network ensuring all users have appropriate technological resources to effectively perform their jobs.







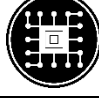

**RECOMMENDATION:**

Approve the procurement of the Dell Servers for Library Patron Network.

**ATTACHMENT(S):**

- 1. CDW-G Quote

**STRATEGIC PLAN IMPACT:**

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





# Dell R7615 Server Summary

Prepared For: City of Louisville  
Customer #: 5143572

Submitted By: Ashton Sellers  
Sr Account Manager

Project: Dell PE R7615 Server  
Date: 7/19/2024

Phone: (312) 705-5567  
E-Mail: ashtsel@cdwg.com  
Quote #: 1 & 2

Qty.	Description	Extended Sell
1	Dell PE R7615 Tailer Made - With CAL	\$18,603.39
<b>Total:</b>		<b>\$18,603.39</b>
1	Dell PE R7615 Tailer Made - Without CAL	\$17,349.41
<b>Total:</b>		<b>\$17,349.41</b>
		Extended Sell
<b>Solution Total:</b>		<b>\$35,952.80</b>

*Prepared By: Marion Massey (Solution Architect Support Specialist)*  
*Prices are contingent on final pricing approval from Manufacturer*  
*Quote provided based on specification provided by customer. No workload validation has been done.*  
*The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>*  
*Applicable Taxes and Shipping not shown.*



# Dell PE R7615 Tailer Made - With CAL Detail



Date: 7/19/2024

Quote #: 3000179099861.1

Qty.	Part Numbers	Description	
1	210-BFVW	PowerEdge R7615	
1	379-BDTF	2.5 Chassis	
1	379-BDSW	SAS/SATA/NVMe Capable Backplane	
1	379-BDTE	No Rear Storage	
1	461-AAIG	Trusted Platform Module 2.0 V3	
1	321-BIEV	2.5" Chassis with up to 24 SAS4/SATA Drives including 8 Universal Slots (NVMe Direct), Front PERC 11	
1	338-CGXE	AMD EPYC 9174F 4.10GHz, 16C/32T, 256M Cache (320W) DDR5-4800	
1	412-BBFX	High Performance Heatsink	
1	370-AHLL	Performance Optimized	
1	370-BBRX	5600MT/s RDIMMs	
1	780-BCDS	Unconfigured RAID	
1	405-AAZB	PERC H755 SAS Front	
1	750-ADUB	Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	
1	384-BBBL	Performance BIOS Settings	
1	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	
1	750-ACOM	Fan Foam, HDD 2U	
1	750-ADGJ	Very High Performance Fan x6	
1	450-AKKS	Dual, Hot-Plug, Power Supply, 1100W MM (100-240Vac) Titanium, Redundant (1+1)	
1	330-BCCM	Riser Config 1, 2 x16 FH (1x Gen5) + 2 x8 LP	
1	329-BJSF	PowerEdge R7615 Motherboard V2	
1	540-BDJL	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28, No Crypto, OCP NIC 3.0	
1	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	
1	470-AEYU	No Cables Required	
1	325-BEUI	PowerEdge 2U Standard Bezel	
1	403-BCRU	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	
1	470-AFMY	BOSS Cables and Bracket for R7615 (Riser1)	
1	634-BYJS	Windows Server 2022 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	
1	528-CSCT	Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	
1	528-CTIC	iDRAC9, Enterprise 16G	
1	350-BBYX	No Quick Sync	
1	379-BCQY	iDRAC Group Manager, Disabled	
1	770-BDRQ	Cable Management Arm, 2U	
1	770-BEKK	ReadyRails Sliding Rails	
1	631-AACK	No Systems Documentation, No OpenManage DVD Kit	
1	470-AFOO	PowerEdge R7615 CCC Marking, No CE Marking	
1	817-BBBP	None Required	
8	370-BBRQ	16GB RDIMM, 5600MT/s, Single Rank	
8	400-AZUT	480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD	
2	492-BBDG	Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)	
2	414-BBJB	PCIe Blank Filler, Low Profile	
2	407-BCBE	Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm	
4	634-BYKC	10-pack of Windows Server 2022/2019 Device CALs (Standard or Datacenter)	
		Extended Sell	
		<b>Hardware Total:</b>	
		<b>\$17,378.28</b>	
ware	1	379-BCSF	iDRAC,Factory Generated Password

	Qty.	Part Numbers	Description	
Soft				Extended Sell
			<b>Software Total:</b>	<b>\$0.00</b>
Support	1	886-9339	ProSupport 7x24 Technical Support and Assistance 5 Years	
	1	886-9348	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	
	1	886-9351	Dell Hardware Limited Warranty Plus On-Site Service	Extended Sell
			<b>Support Total:</b>	<b>\$1,168.96</b>
Services	1	379-BCQX	iDRAC Service Module (ISM), NOT Installed	
	1	340-DHNL	PowerEdge R7615 Shipping	
	1	340-DCZQ	PowerEdge R7615 Shipping Material	
	1	900-9997	On-Site Installation Declined	Extended Sell
			<b>Services Total:</b>	<b>\$56.15</b>
Misc.	1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	Extended Sell
			<b>Misc. Total:</b>	<b>\$0.00</b>
				Extended Sell
			<b>Solution Total:</b>	<b>\$18,603.39</b>

**Pricing expires 30 calendar days from date on Proposal**

*Prepared By: Marion Massey (Solution Architect Support Specialist)*

*Prices are contingent on final pricing approval from Manufacturer*

*Quote provided based on specification provided by customer. No workload validation has been done.*

*The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>*

*Applicable Taxes and Shipping not shown.*



# Dell PE R7615 Tailer Made - Without CAL Detail



Date: 7/19/2024

Quote #: 3000179099862.1

Qty.	Part Numbers	Description	
1	210-BFVW	PowerEdge R7615	
1	379-BDTF	2.5 Chassis	
1	379-BDSW	SAS/SATA/NVMe Capable Backplane	
1	379-BDTE	No Rear Storage	
1	461-AAIG	Trusted Platform Module 2.0 V3	
1	321-BIEV	2.5" Chassis with up to 24 SAS4/SATA Drives including 8 Universal Slots (NVMe Direct), Front PERC 11	
1	338-CGXE	AMD EPYC 9174F 4.10GHz, 16C/32T, 256M Cache (320W) DDR5-4800	
1	412-BBFX	High Performance Heatsink	
1	370-AHLL	Performance Optimized	
1	370-BBRX	5600MT/s RDIMMs	
1	780-BCDS	Unconfigured RAID	
1	405-AAZB	PERC H755 SAS Front	
1	750-ADUB	Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	
1	384-BBBL	Performance BIOS Settings	
1	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	
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1	750-ADGJ	Very High Performance Fan x6	
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1	330-BCCM	Riser Config 1, 2 x16 FH (1x Gen5) + 2 x8 LP	
1	329-BJSF	PowerEdge R7615 Motherboard V2	
1	540-BDJL	Nvidia ConnectX-6 Lx Dual Port 10/25GbE SFP28, No Crypto, OCP NIC 3.0	
1	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	
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1	403-BCRU	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	
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1	634-BYJS	Windows Server 2022 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	
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8	370-BBRQ	16GB RDIMM, 5600MT/s, Single Rank	
8	400-AZUT	480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD	
2	492-BBDG	Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)	
2	414-BBJB	PCIe Blank Filler, Low Profile	
2	407-BCBE	Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm	
			Extended Sell
<b>Hardware Total:</b>			<b>\$16,163.68</b>
software	1	379-BCSF	iDRAC,Factory Generated Password
			Extended Sell

Qty.	Part Numbers	Description	
			<b>Software Total:</b> <b>\$0.00</b>
Support	1	886-9339	ProSupport 7x24 Technical Support and Assistance 5 Years
	1	886-9348	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years
	1	886-9351	Dell Hardware Limited Warranty Plus On-Site Service
			<b>Support Total:</b> <b>\$1,131.39</b>
Services	1	379-BCQX	iDRAC Service Module (ISM), NOT Installed
	1	340-DHNL	PowerEdge R7615 Shipping
	1	340-DCZQ	PowerEdge R7615 Shipping Material
	1	900-9997	On-Site Installation Declined
			<b>Services Total:</b> <b>\$54.34</b>
Misc.	1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355
			<b>Misc. Total:</b> <b>\$0.00</b>
			Extended Sell
			<b>Solution Total:</b> <b>\$17,349.41</b>

**Pricing expires 30 calendar days from date on Proposal**

*Prepared By: Marion Massey (Solution Architect Support Specialist)*

*Prices are contingent on final pricing approval from Manufacturer*

*Quote provided based on specification provided by customer. No workload validation has been done.*

*The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>*

*Applicable Taxes and Shipping not shown.*

**SUBJECT: APPROVE MAINTENANCE AGREEMENT TO PROVIDE  
LANDSCAPING SERVICES FOR PARKS AND OPEN SPACE**

**DATE: OCTOBER 1, 2024**

**PRESENTED BY: ADAM BLACKMORE, PARKS, RECREATION & OPEN SPACE  
DIRECTOR  
ABBY MCNEAL, PARKS SUPERINTENDENT**

**OVERVIEW:**

This agreement is for mowing, trimming, and weed management on designated Parks, Open Space, and Right-of-Way locations throughout the City. The contractor will annually field review all locations with Parks and Open Space staff to comply with mowing, trimming, and weed management expectations. The contractor will be required to use battery operated 10 horsepower (and under) equipment to comply with Colorado Regulation 29 during the designated months as determined by the State of Colorado Department of Environment Health. The designated areas can be found in Exhibit B. The contractor will be available to start designated operations as early as February 15 of each year of the contract.

The Request for Bid was posted on Rocky Mountain Bid and for two consecutive weeks in the *Daily Camera*, starting on July 22, 2024. The City received and accepted formal bids from four (4) contractors with varying alternative options for consideration. One submission was disqualified for not adhering to the deadlines of the submittal process, and inaccurate and incomplete information was contained in their bid.

**FISCAL IMPACT:**

This agreement is for a period of three years, at an initial 2025 rate of \$220,586.00, with a 4% increase in 2026, and no rate increase in 2027 for 3-year total of \$679,404.98. These amounts are subject to annual appropriations and approvals. For 2025-2026 this bid is within the funding amounts included in the proposed 2025-2026 budget and will not require additional appropriations.

**STRATEGIC PLAN IMPACT:**









Mowing, trimming, and landscaping the City's parks and open space areas is an important part of providing quality amenities for City residents and visitors and helps with wildfire prevention and mitigation.

**RECOMMENDATION:**

Staff is recommending the City enter into a contract with Keesen Landscape Management, for Parks and Open Space Landscape Maintenance services.

**ATTACHMENT(S):**

1. Service Agreement Contract
2. Keesen Landscape Management Bid
3. Bid Tabulation spreadsheet

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

**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN THE CITY OF LOUISVILLE  
AND KEESAN LANDSCAPE MANAGEMENT, INC.  
FOR PARKS AND OPENSACE MOWING, TRIMMING AND LANDSCAPE SERVICES**

**1.0 PARTIES**

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **KEESAN LANDSCAPE MANAGEMENT, INC.**, a Colorado corporation, 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 PARKS AND OPEN SPACE MOWING, TRIMMING, AND LANDSCAPE 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**

- 4.1 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 monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. All invoices provided to the City are to clearly identify the Division to which the services were rendered to be Parks or Open Space specified services. This is to include any mowing, string trimming, and/or additional/alternative services. 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 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 Parks Superintendent and such person's designees.

5.2 The Contractor designates **Kathy Vicino** as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly **Kathy Vicino**, 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 December 31, 2027, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on February 1, 2025, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

7.1 The 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: Parks Superintendent  
749 Main Street  
Louisville, CO 80027  
e-mail: [amcneal@louisvilleco.gov](mailto:amcneal@louisvilleco.gov)

If to the Contractor:

Keesen Landscape Management, Inc.  
3355 S. Umatilla St.  
Englewood, CO 80110  
DFinn@keesenlandscape.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 American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

**21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and 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

Attest: \_\_\_\_\_  
Genny Kline, Interim City Clerk

CONTRACTOR:  
KEESEN LANDSCAPE MANAGEMENT, INC.

By: Kathy Vicino  
Title: Branch Manager

Type text here



## Exhibit A – Scope of Services

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

- Approximately 25 acres bluegrass mowing and trimming, 70 acres of Park designated unirrigated natural area, and estimated 104 acres, of perimeter Open Space acres.
- Areas for mowing, trimming, and weed management vary in size and are identified in the table below and Exhibit B.
- The contractor is required to necessary mowing, trimming, and weed management equipment to support maintenance at designated locations adhering to the Technical Specification that can be found in Exhibit C.
- The selected contractor will be responsible for adhering to Colorado State Regulation 29 that all 10 horsepower (and under) equipment be electric during the designated months by Colorado Department of Environmental Health.
- Mowing, trimming, and weed management operations to be performed minimizing impact to traffic, residents and commercial properties.
- The contractor is responsible for any Right of Way permit needed, posting and updating closure/ safety signage throughout the designated mowing, trimming, and weed management operations, communicating updates to designated city staff.
- Contractor selected must have necessary equipment to maintain the mowing locations and designated heights of cut, in Exhibit B. Contractor should be prepared to supply necessary items to support the designated areas as defined in Exhibit B.
- The contractor will be responsible for all clean-up during mowing, trimming, and weed management operations. Care shall be taken to prevent discharge of grass clippings into storm drains or on any paved surfaces such as streets, sidewalk/ trails, driveways, or adjacent properties.
- Complete the 12' perimeter mowing (identified as the red line work) on Open Space map found in Exhibit B
- 30' perimeter mowing and/or from bordering fence line to trail edge (identified as purple line work) on the Open Space map found in Exhibit C.
- Contractors must indicate if weed whips are needed to complete the requested services for Open Space areas prior to weed whipping.
- All Open Space work is to be complete by the dates as follows: round 1 by 6/25/2025, round 2 by 8/13/2025, and round 3 by 10/15/2025. City may adjust timeline or remove individual service cycle based on weather. For subsequent contract years, the City will designate these dates in writing by no later than March 1 of the applicable year.
- All mowers and crews are to have fire extinguishers with all equipment and vehicles to prevent any possible hazards in the field.

**PROJECT:** PARKS AND OPEN SPACE LANDSCAPE MAINTENANCE SERVICES- MOWING, TRIMMING, AND LANDSCAPE BED MAINTENANCE - VARIOUS LOCATIONS  
**OWNER:** CITY OF LOUISVILLE, COLORADO

**2025 Pricing is reflected below**  
*4% pricing increase for 2026*  
*0% pricing increase for 2027*

**PARK DESIGNATED AREAS**  
**(Per map definition)**

Unit/ Description	Unit	Quantity	Unit Price	Quantity Cost	Extension	Total Cost
<b>Bluegrass Areas</b> <i>(weekly maintenance including weed management)</i>	SF	<b>622,998*</b>	0.0039647	\$2470.00	<b>28 Times/ Cycle</b>	\$69,160.00
<b>Cemetery Bluegrass Mowing</b> <i>(weekly maintenance includes trimming and weed control)</i>	SF	<b>362,539*</b>	0.00292823	\$1,060.00	<b>28 Times/ Cycle</b>	\$ 29,680.00
<b>Weed Control</b> <i>(weekly maintenance)</i>	SF	<b>383,254*</b>	0.00183951	\$705.00	<b>28 Times/ Cycle</b>	\$ 19,740.00
<b>Parks Unirrigated Natural Area Perimeter Mowing</b> <i>(Bi-Monthly maintenance including weed control)</i>	LF	<b>57,768*</b>	0.01713751	\$990.00	<b>14 Times / Cycle</b>	\$13,860.00
<b>Parks Unirrigated Natural Area Mowing</b> <i>(Bi-monthly maintenance includes weed control)</i>	SF	<b>2,881,002*</b>	0.003181185	\$9,165.00	<b>8 Times/ Cycle</b>	\$73,320.00
<b>3 X Perimeter Mowing (Right of Way ) (Dillon Rd HWY 36, 96 St. mow to fence or ditch line)</b>	LF	<b>37,659*</b>	0.018720625	\$ 705.00	<b>3 Times/ Cycle</b>	\$2,115.00
					<b>TOTAL COST</b>	<b>\$207,875.00</b>

\* Contractor is responsible for field verification of estimated square and linear footage.

**OPEN SPACE LOCATIONS**

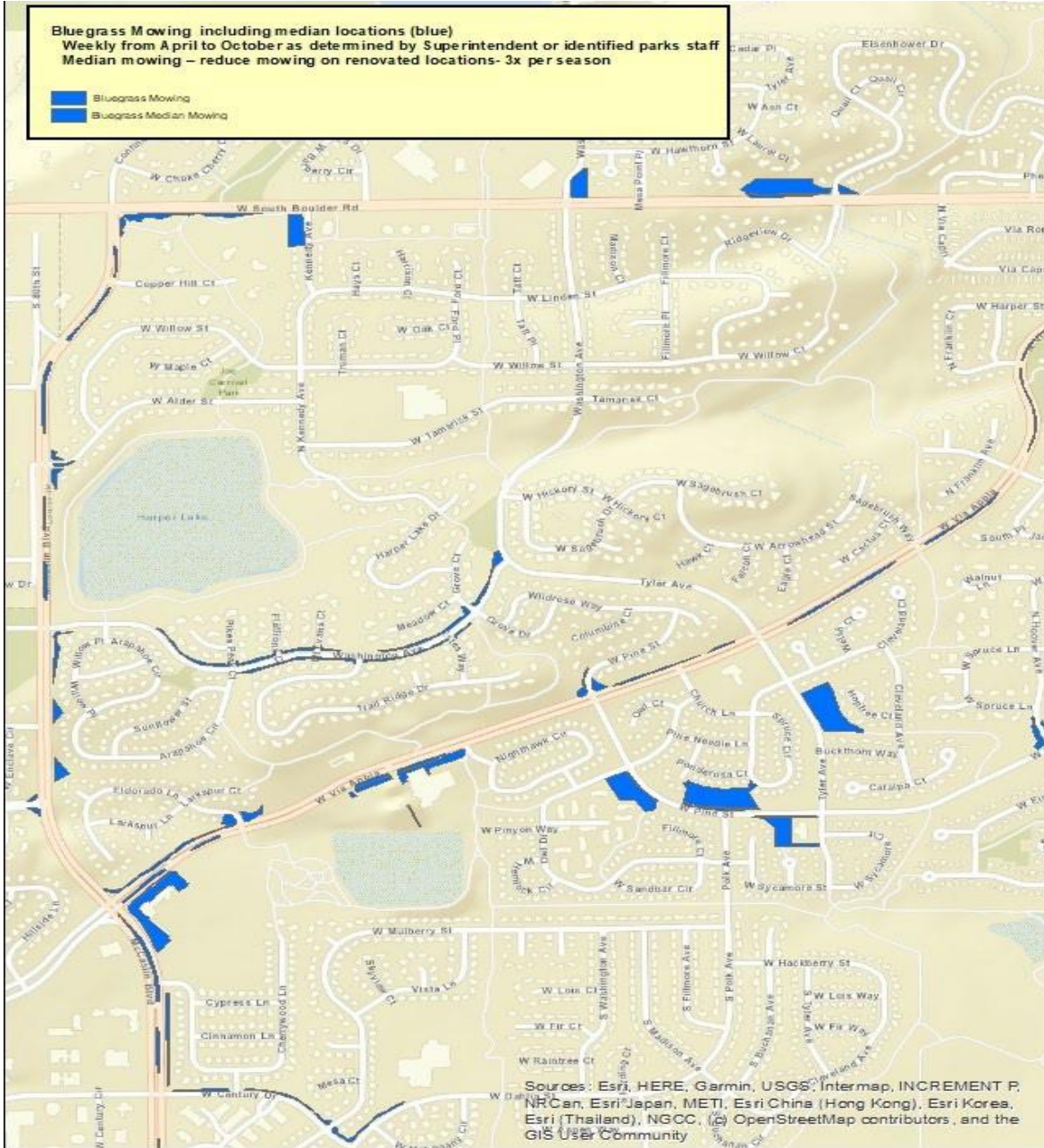
Unit/ Description	UNIT	QUANTITY (1 Time/Cycle)	UNIT COST	QUANTITY COST	EXTENSION	TOTAL COST
Mow the entirety of the 12' perimeter mowing identified by red lines on Open Space map in <b>Exhibit B</b>	<b>SF</b>	<b>925,704*</b>	0.0029	\$2,682.00	<b>3 Times/ Cycle</b>	\$8,046.00
Mow the area at a width of 30' or to trail edge from fence line. Area is identified by the purple on Open Space map in <b>Exhibit B</b> . Contractor is responsible for final measurements.	<b>SF</b>	<b>590,503*</b>	0.0026	\$1,555.00	<b>3 Times/ Cycle</b>	\$ 4,665.00
String Trimming in areas with terrain inaccessible by mowers	<b>SF</b>		INCLUDED	INCLUDED	<b>3 Times/ Cycles</b>	\$0.00
Additional/Alternative Services: A tentative additional round of all identified services at the Open Space department's request.	<b>SF</b>	<b>1,516,207+</b>	0.0026	\$3,800.00	<b>Tentative 1 Time/ Cycle</b>	\$3,800.00
					<b>TOTAL COST</b>	<b>\$16,591.00</b>

\*Contractor responsible for field verifying estimated square footage

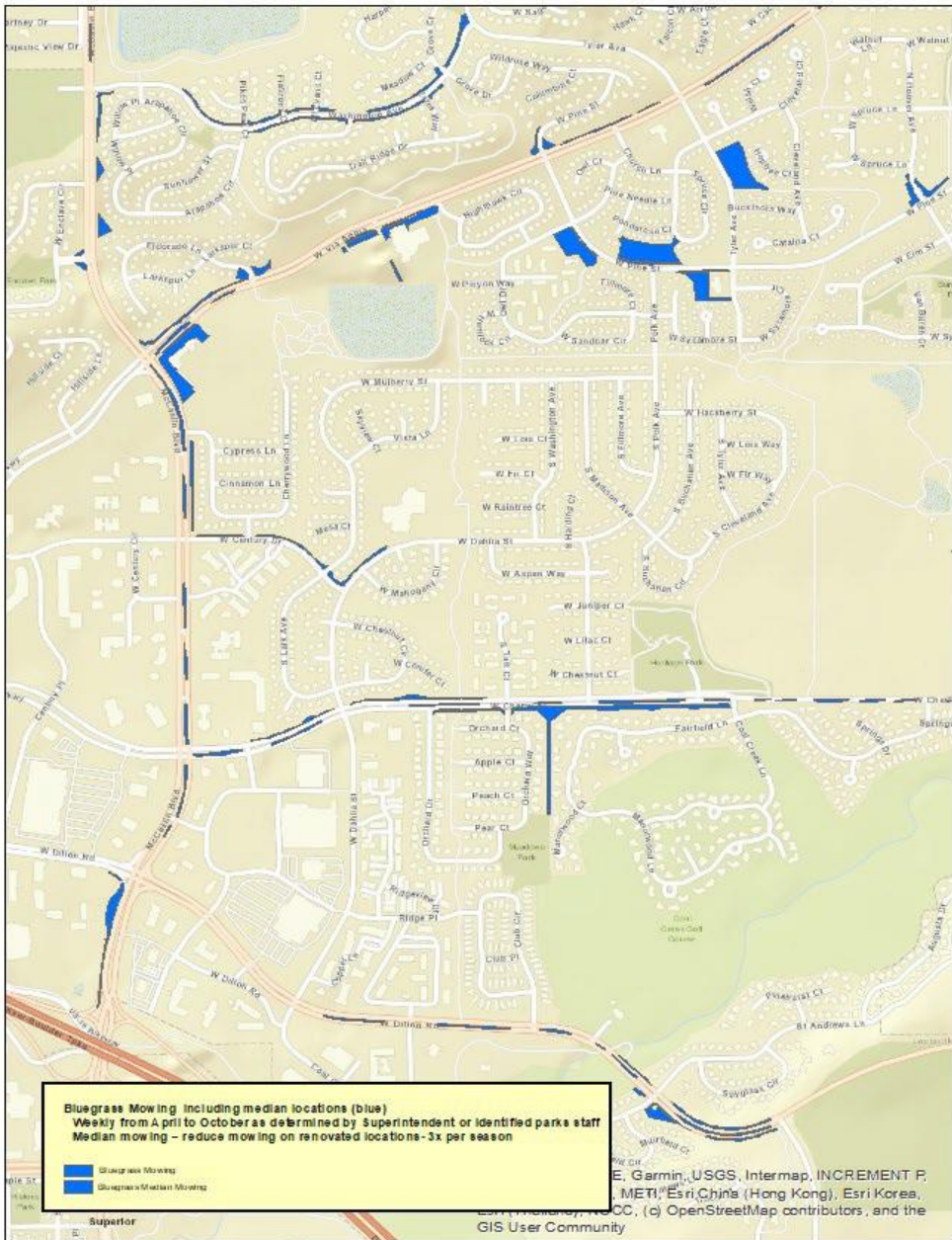
All work is to be complete by the dates as follows: round 1 by 6/25/2025, round 2 by 8/13/2025, and round 3 by 10/15/2025. City may adjust timeline based on weather.

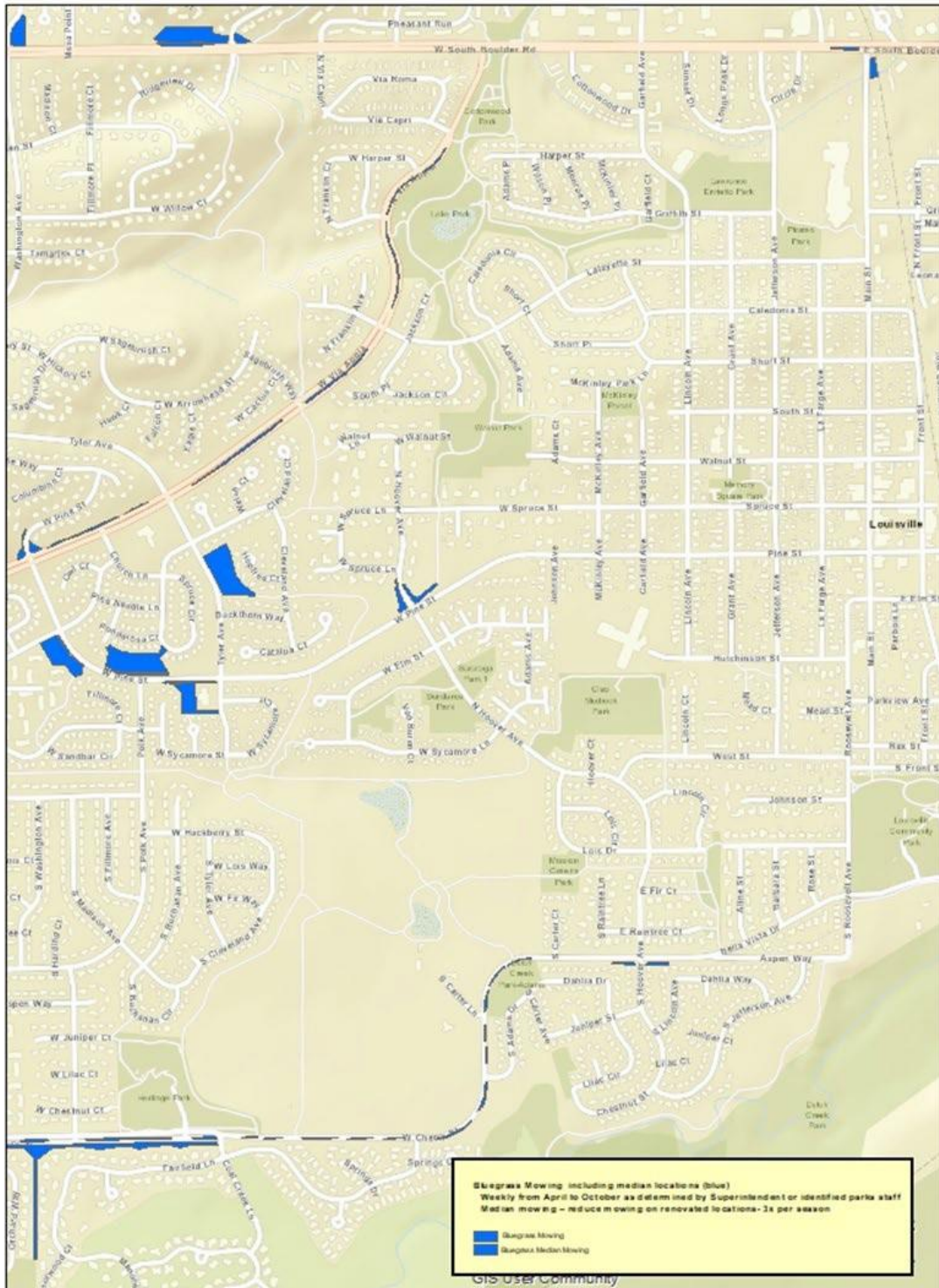
# EXHIBIT B MAPS

## Parks Maps

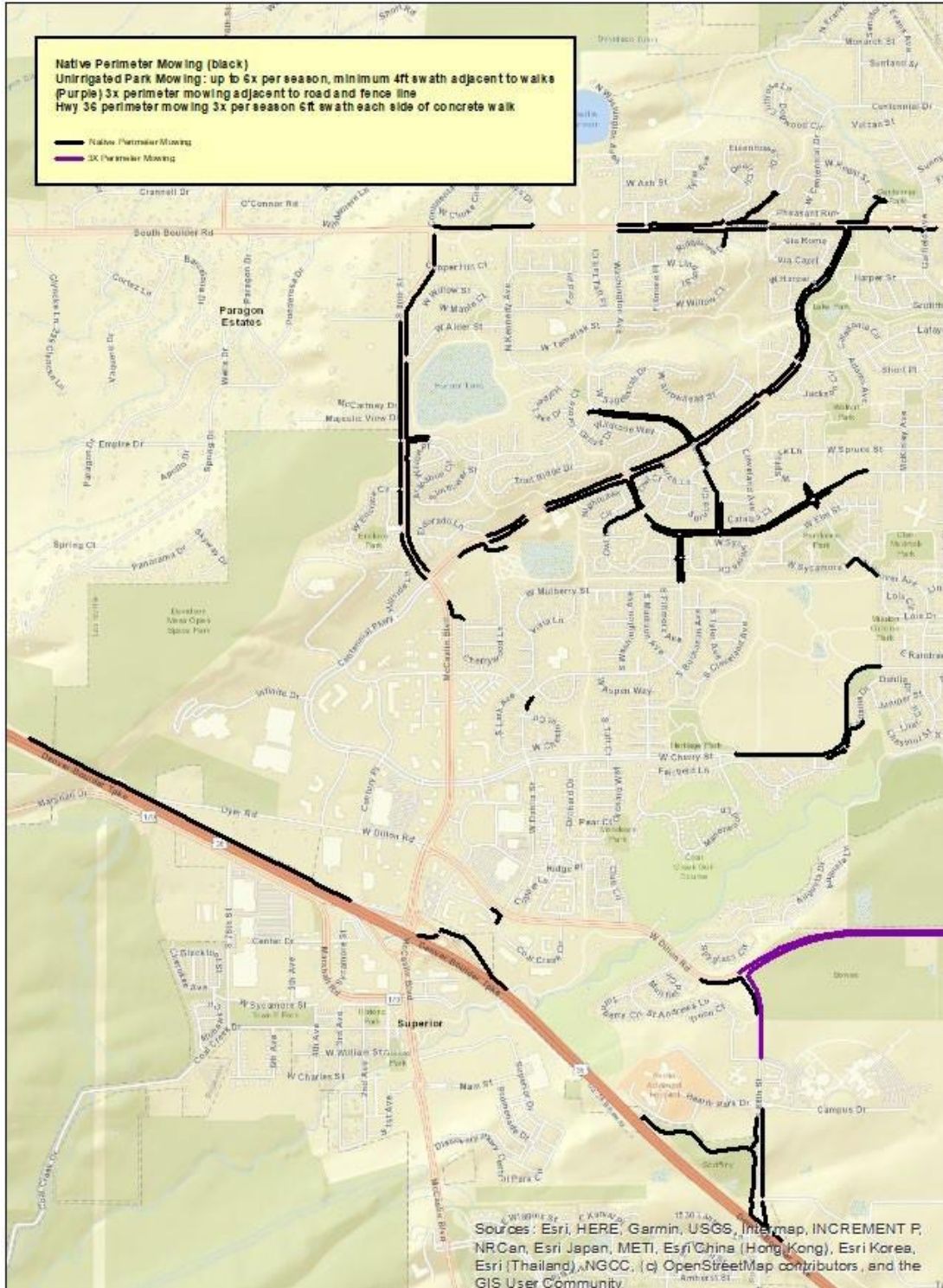


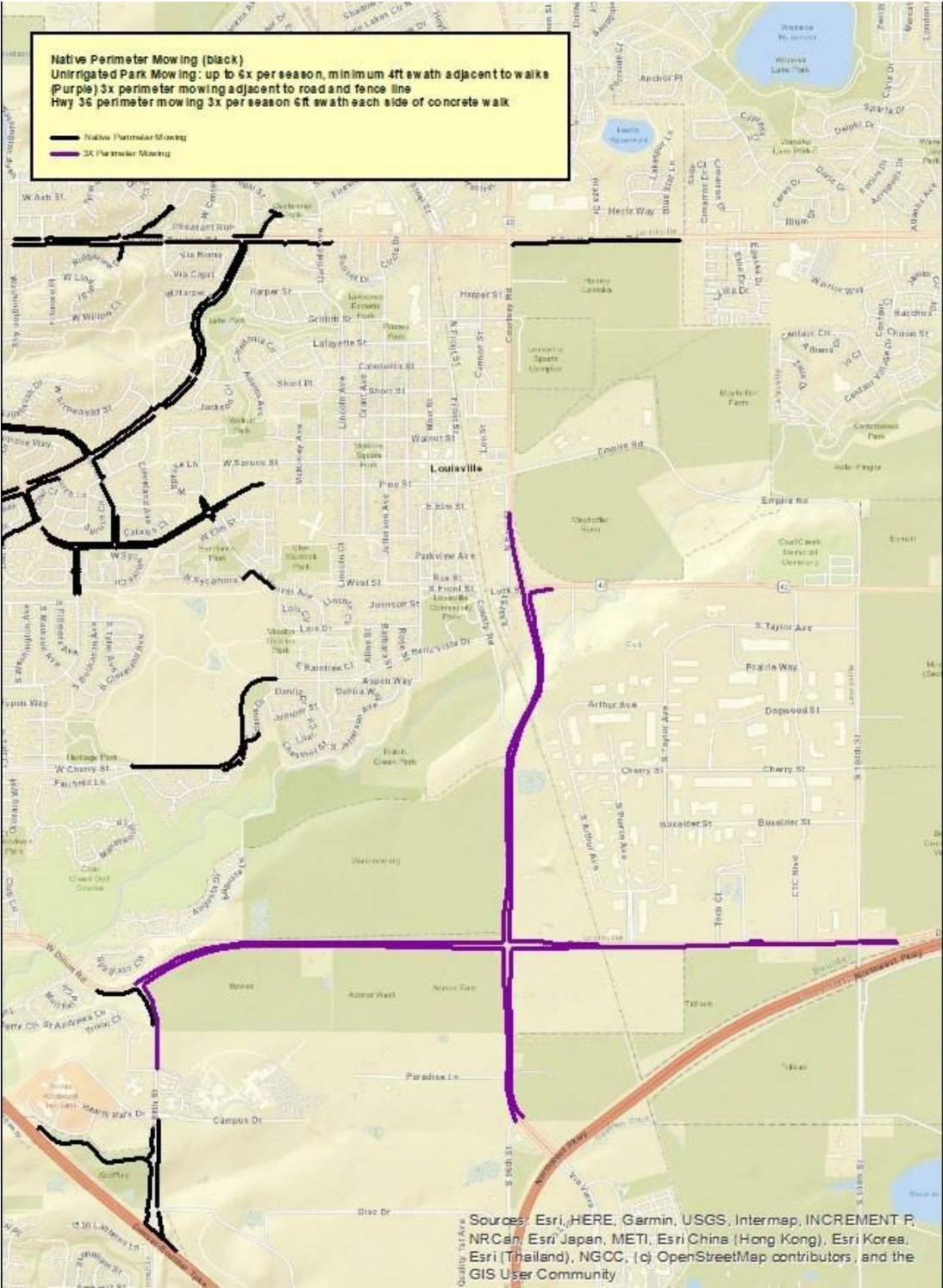




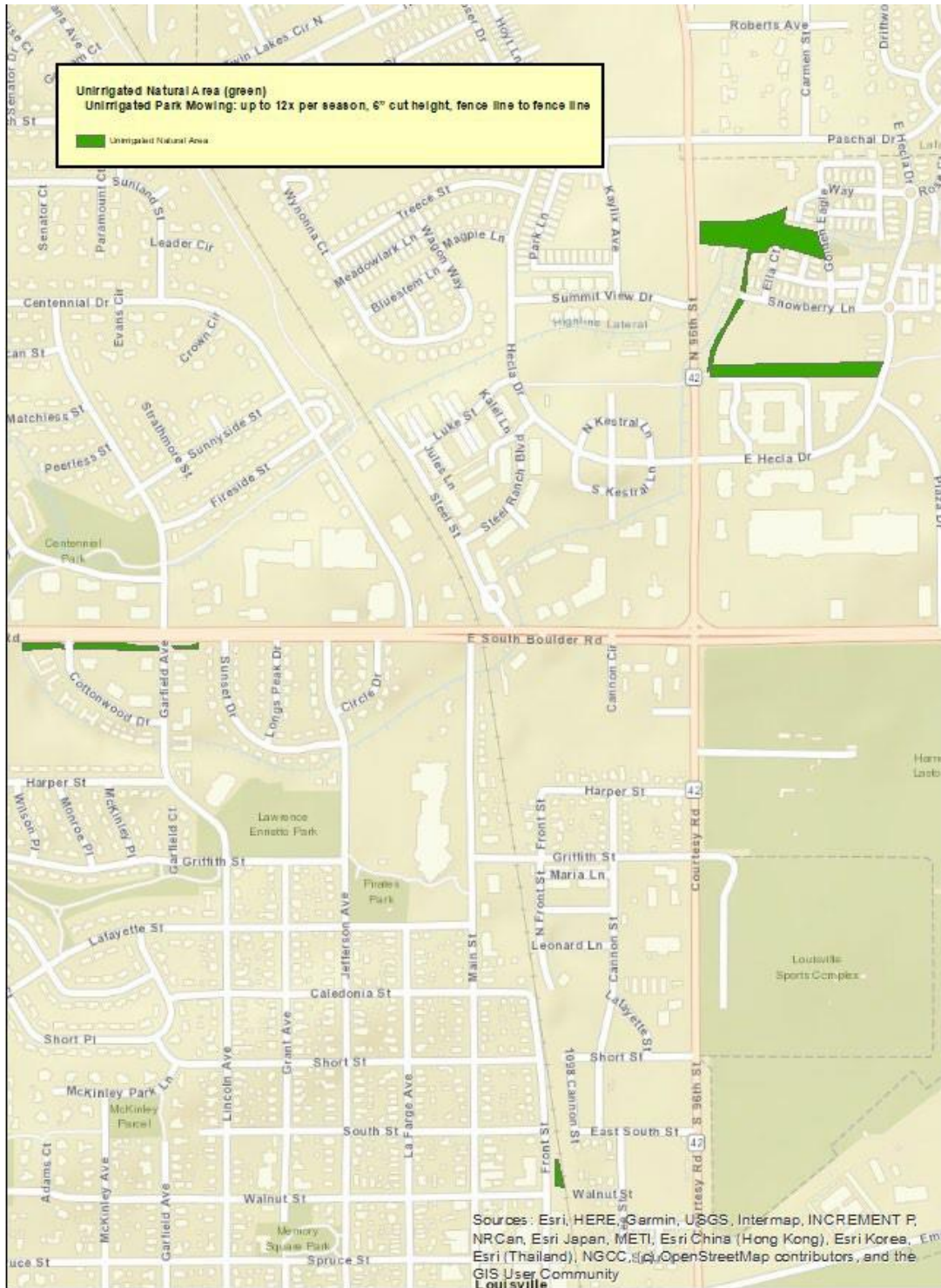


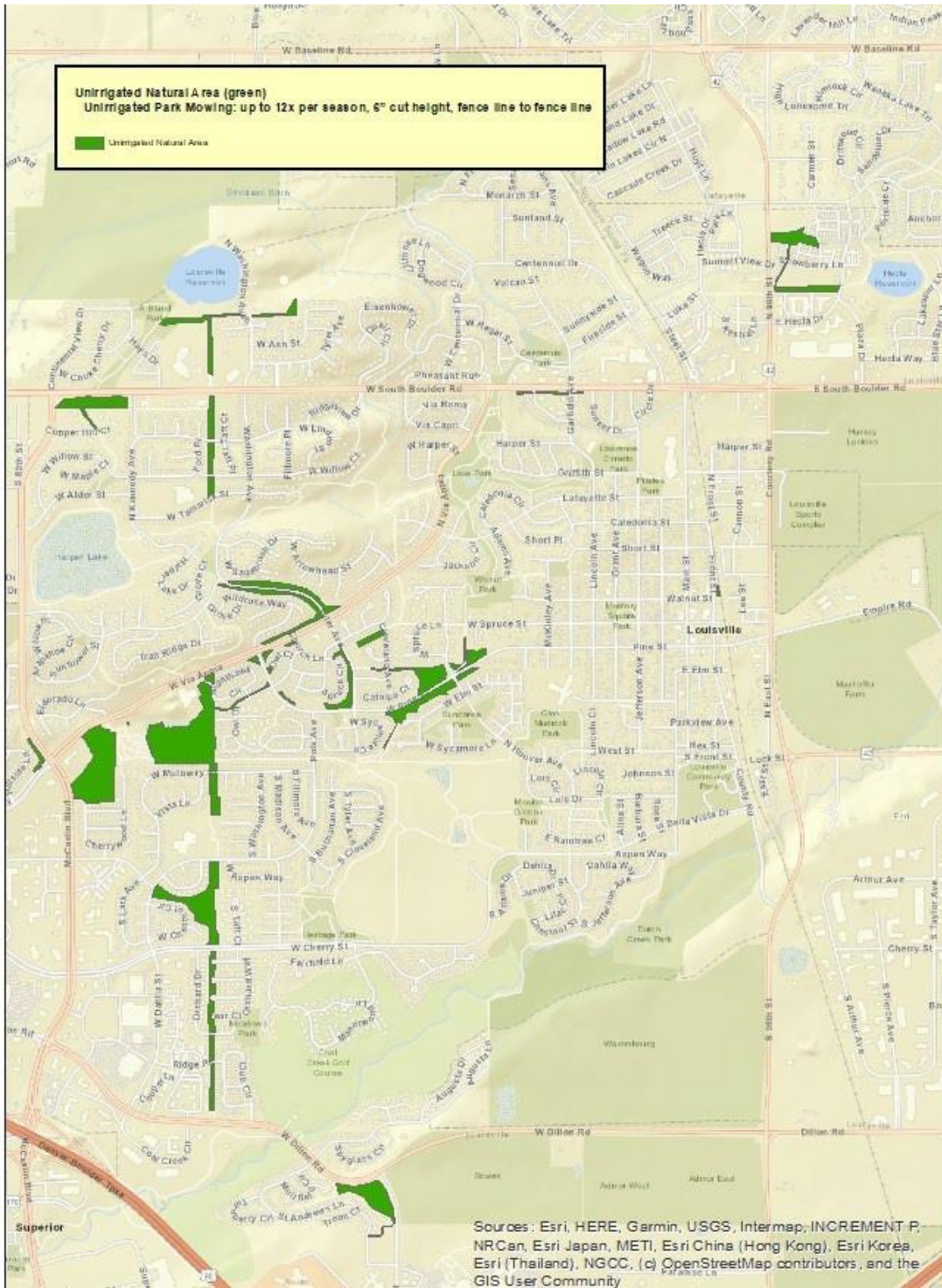






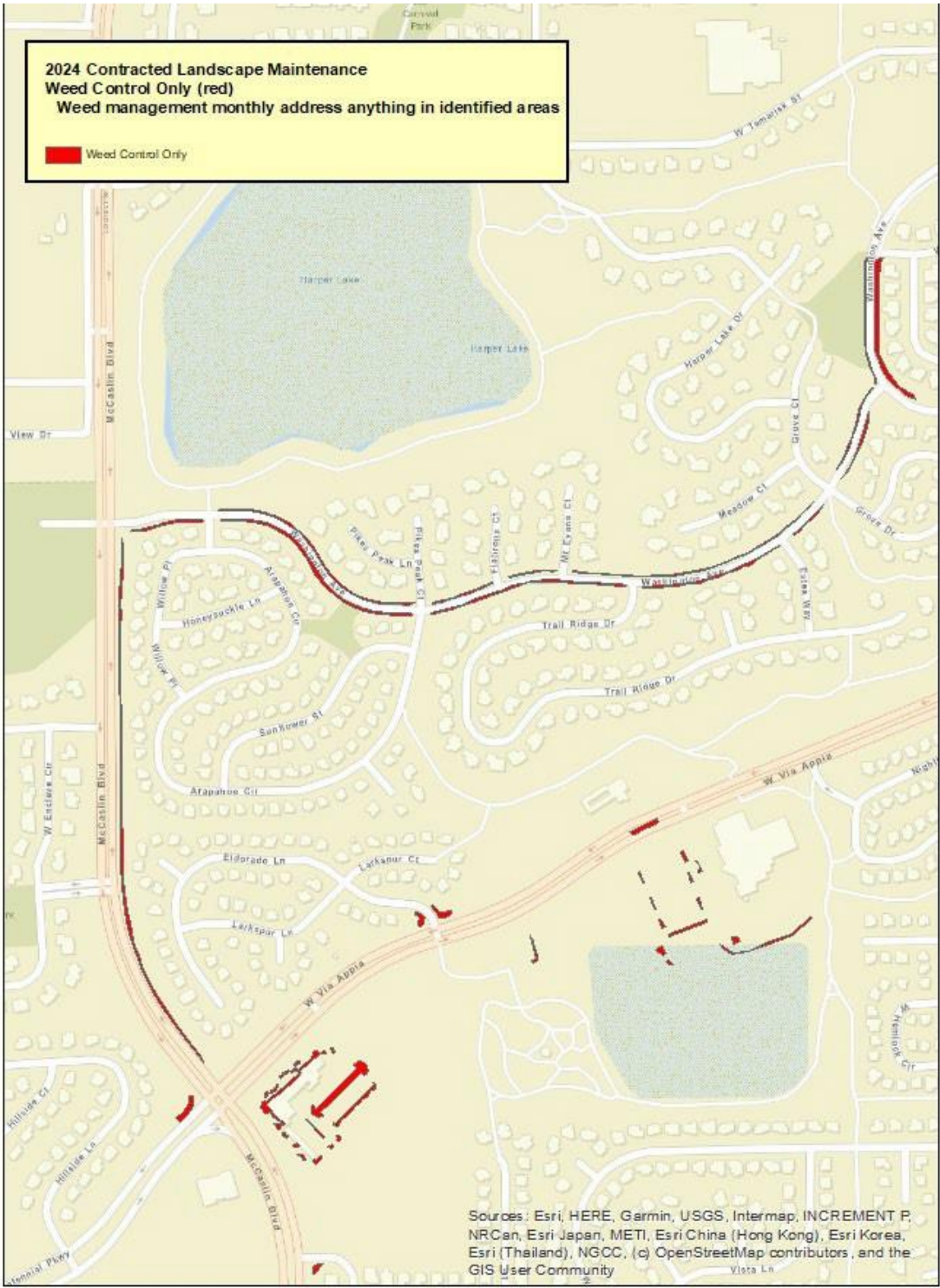




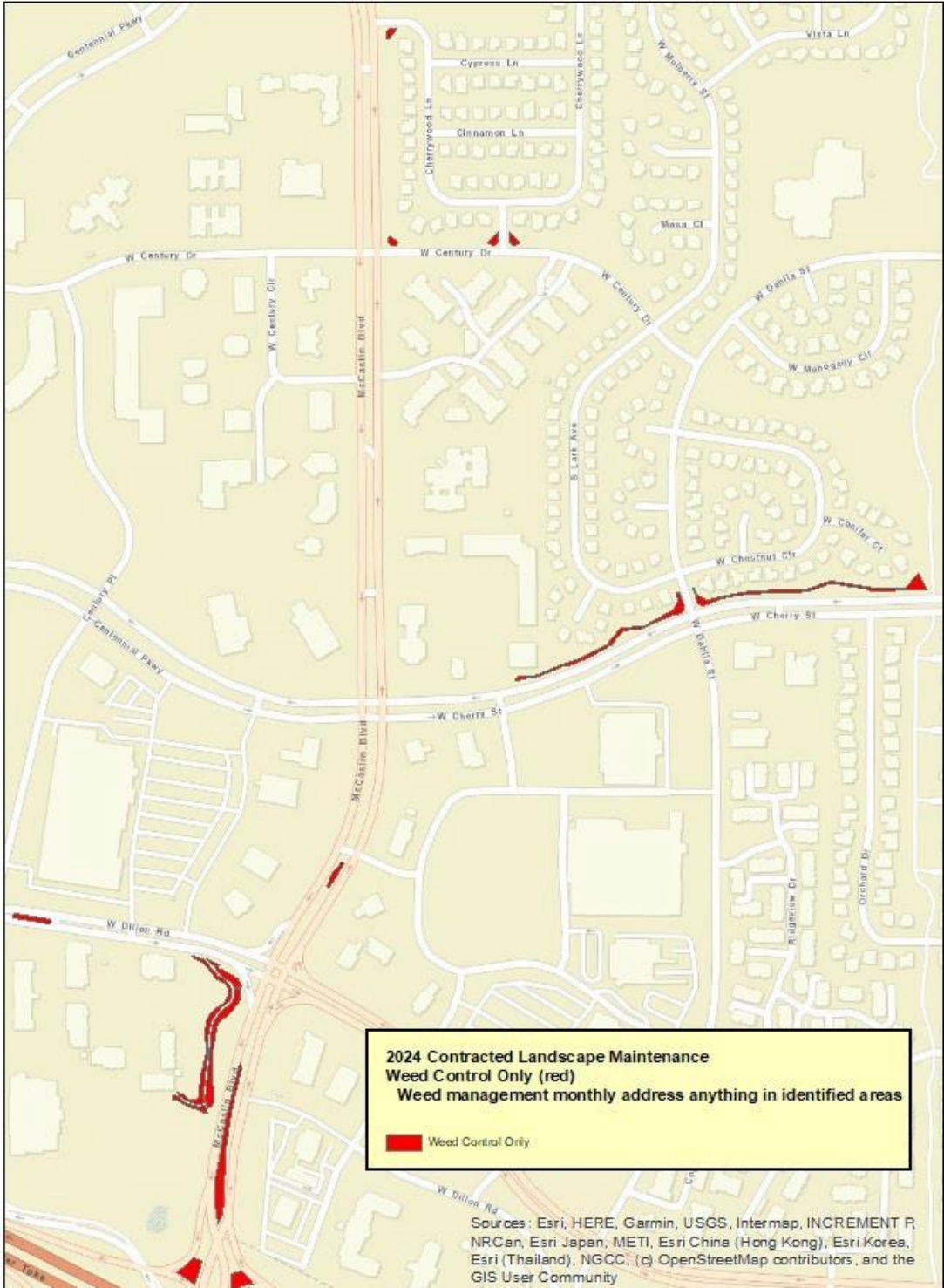


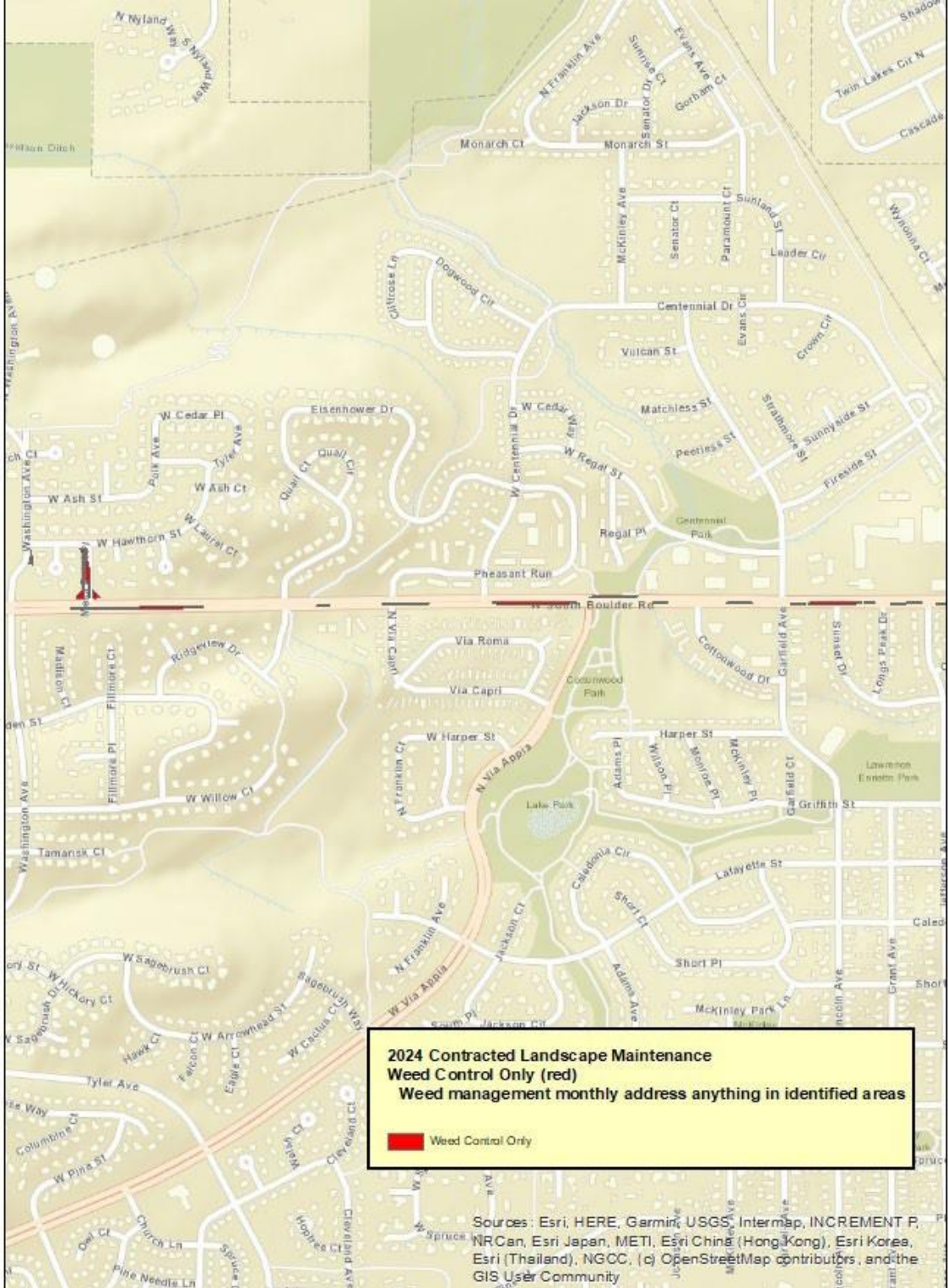




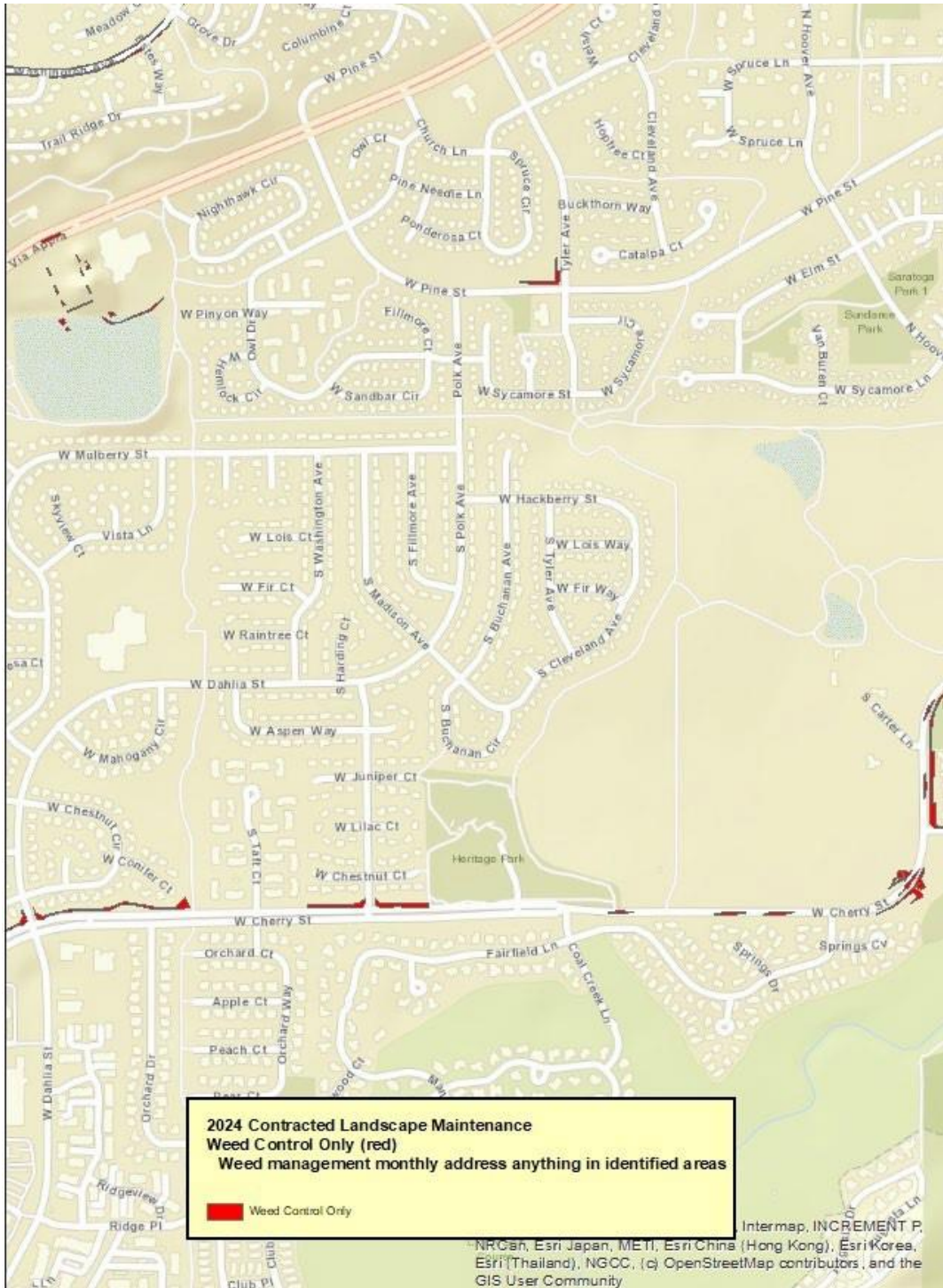


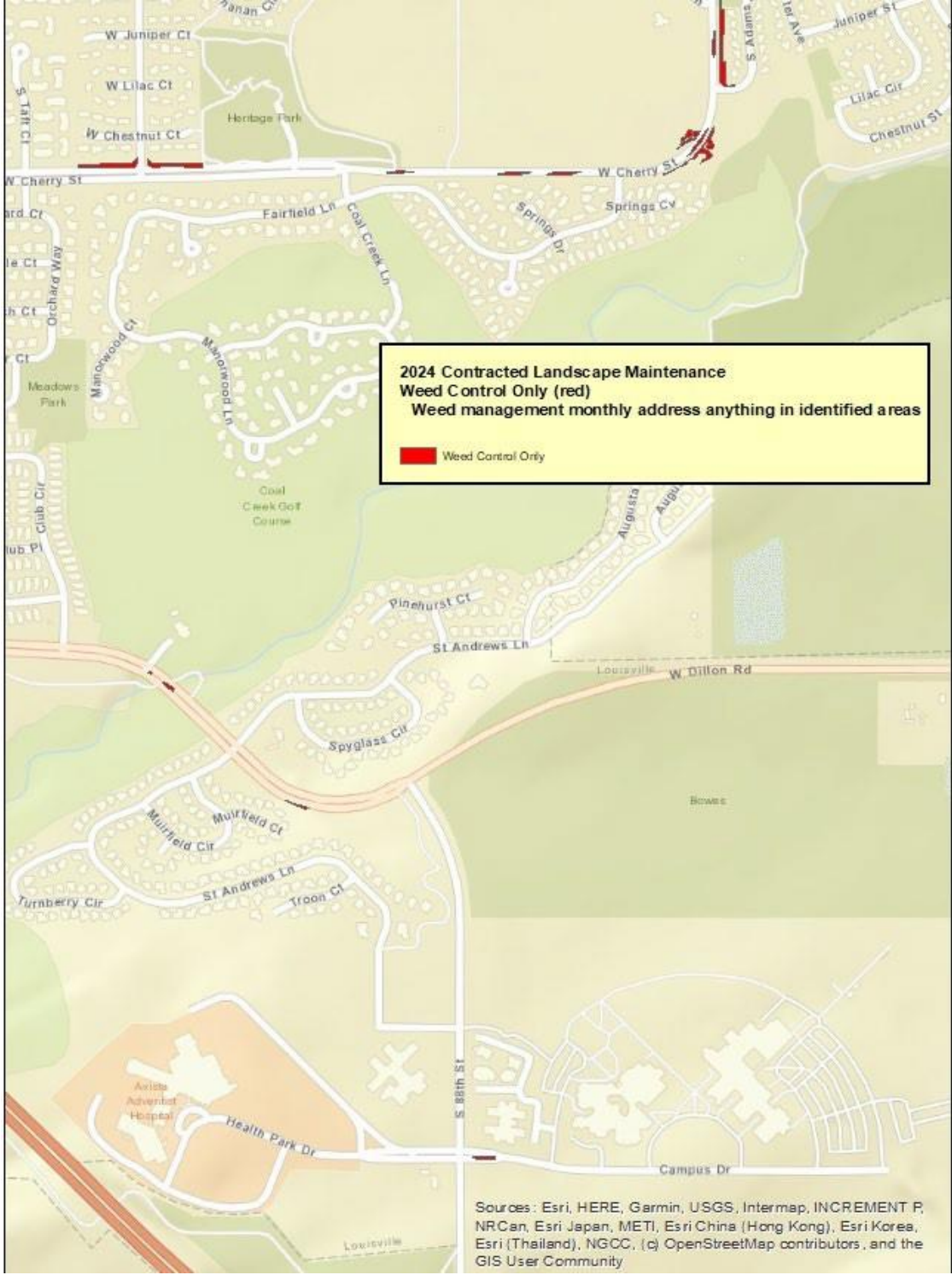








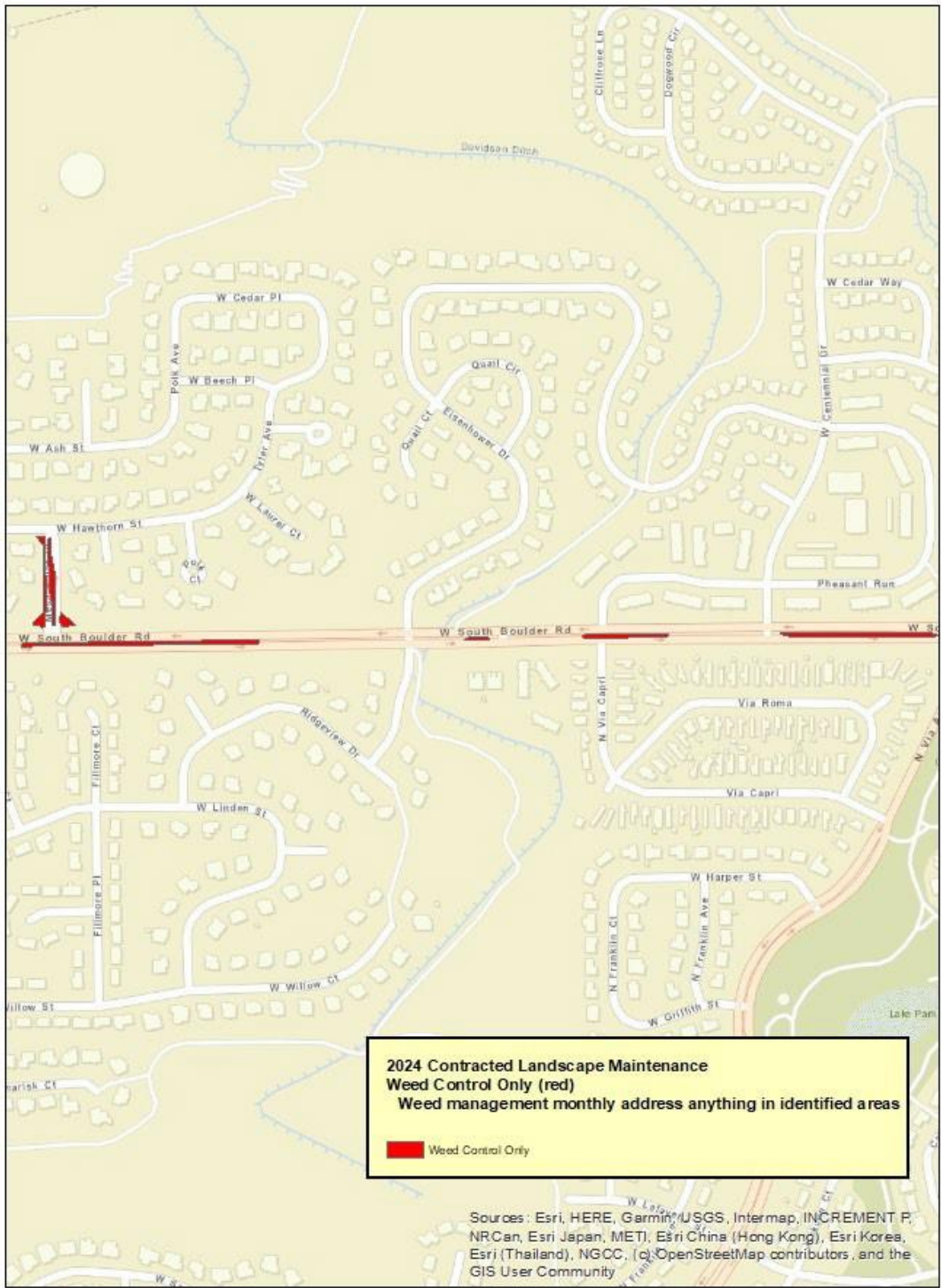




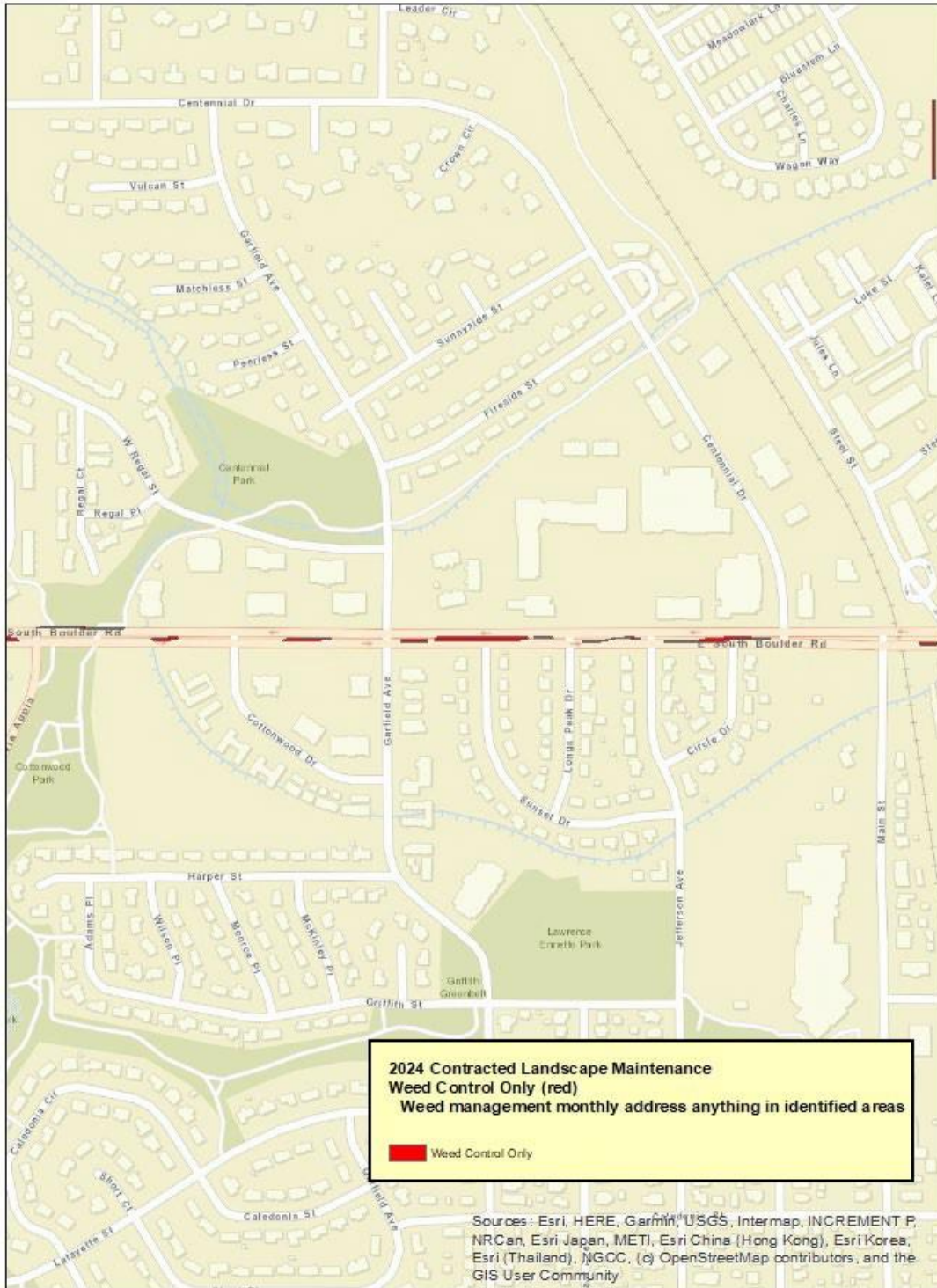








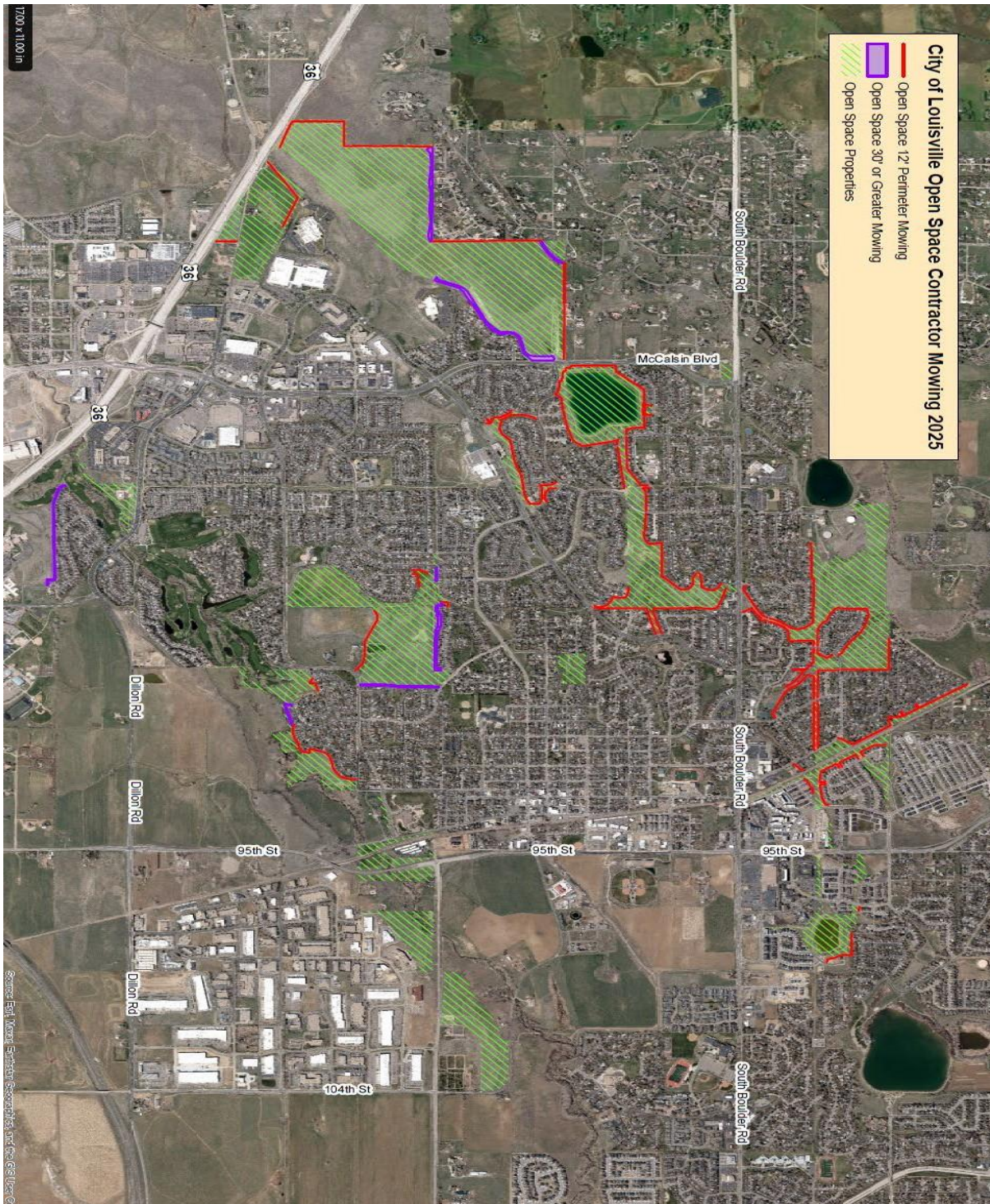








# Open Space Maps



## **EXHIBIT C Specifications**

### **SECTION 1 - General**

The Contractor shall provide regular landscape maintenance services for the locations described and awarded in the bid schedule and locations maps as set forth in these technical specifications based on unit pricing as set forth in the Bidder's Bid Proposal.

### **SECTION 2 – Bluegrass Areas (Irrigated Turf, Which Includes: Medians, Parks, Cemetery, Trails, etc.)**

#### **1.0 Mowing and Trimming**

1.1 Turf areas will be mowed and trimmed weekly. Turf areas will be mowed and trimmed between April and October. All mowing is to be completed Monday through Friday.

1.2 All mowing will be done to a height of three (3") inches during each week of the contract period. The City of Louisville reserves the right to change the mowing height as deemed necessary due to drought or other present conditions. Turf shall be cut and trimmed at least once every seven (7) days, or as required to maintain an even, well-groomed appearance. A mowing schedule must be submitted prior to the start of the mowing season. Variations to the specific mowing schedule must be approved by the City of Louisville's Parks Superintendent. If the mowing schedule is interrupted by adverse conditions, including but not limited to rain, the site will be mowed two times the following week to maintain a reasonable turf height.

1.3 Pattern mowing is required at all sites. Directions of patterns will be approved by the Parks Superintendent.

1.4 The Contractor is encouraged to use mulching mowers, cutting clippings into small pieces that sift down into the lawn. Excessive clippings that accumulate on the turf will be removed by the Contractor. Sweeping of all turf areas is not necessary, but piles and swaths of excessive clippings must be removed and disposed of off-site. The Parks Superintendent will determine when clippings are excessive.

1.5 All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blade of grass.

1.6 Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers must be operated in a safe and orderly manner. All mowing and trimming equipment must be in good working condition (including all safety features). All equipment shall be subject to approval by the City of Louisville's park staff.

1.7 Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately. If the Contractor fails to clean up debris, the Contractor will be charged for all cleanup costs involved.

1.8 The Contractor shall remove all trash and litter from the entire site prior to initiating any



mowing of the turf area. Trash and litter shall be hauled from site.

1.9 All trimming shall be done using a string trimmer. Trimming includes trees, plants, shrubs, utility poles, light standards, sign posts, delineators, guardrails, fences or other appurtenances which are part of the park.

1.10 All trimming must be accomplished concurrently with the mowing operation and be done at the same height as the adjacent turf (three inches).

1.11 Special care shall be taken while trimming so as not to inflict damage to the bark of the trees, fence posts or boards, signs, etc.

## **2.0 Edging**

2.1 All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade once every twenty-eight (28) days. In addition, curb lines shall be edged as necessary to maintain a well-groomed appearance. All materials dislodged by edging will be removed from the site.

## **3.0 Weed Control**

3.1 For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.

3.2 Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly – using pruning shears – pruning shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

3.3 Currently, the use of glyphosate or 2,4-D is not permitted on Parks and Right of Way properties and will not be approved for any treatment needs. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), medians (includes crack between median and street), and sidewalks. Weed control in irrigated and non-irrigated turf and flowerbeds is excluded from this contract. Weeds shall be removed if they are larger than two (2") inches in height or diameter and disposed of off-site.

3.4 For chemically controlling weeds, only approved herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use.

3.5 The Contractor will provide to the Parks Superintendent the list of certified pesticide applicators that will be a part of this contract. The Parks Superintendent will be notified prior to any and all herbicide applications.

3.6 The Contractor shall take precautions to keep persons away from herbicide- treated areas until the material is fully dry and the treated area is safe for entry, according to the label. Herbicide applications shall be made at times when citizen presence is minimal. It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person whose property abuts that on which the application is scheduled before any pesticide application is performed.

3.7 Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application, and chemical and rate applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry, according to the label.



3.8 All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply.

3.9 The cost for all herbicide applications is included in the price for weed control.

3.10 The Contractor will adhere to the BMPs set forth in Exhibit D.

#### **4.0 Litter**

4.1 All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas (wood and rock), and sidewalks.

### **SECTION 3 – Parks Unirrigated Natural Areas (Non-Irrigated Turf and Perimeter Strips)**

#### **1.0 Mowing and Trimming**

1.1 Turf areas will be mowed and trimmed every 6 weeks or as needed based on growth to retain the desired height of cut as stated below, between April and October. All mowing is to be completed Monday through Friday.

1.2 All mowing will be done to a minimum height of five (5") inches. The City of Louisville reserves the right to change the mowing height as deemed necessary due to drought or other present conditions. A mowing schedule must be submitted prior to the start of the mowing season. Variations to the specific mowing schedule must be approved by the City of Louisville's Parks Superintendent. If the mowing schedule is interrupted by adverse conditions, including but not limited to rain, the site will be mowed two times the following week to maintain a reasonable turf height.

1.3 Perimeter mowing or buffer strips will be mowed at a width not to exceed six (6') feet. Buffer strips will be mowed out along both sides of the sidewalk and in most cases completely mowed from sidewalk to street. For perimeter mowing along Dillon Road and 96 Street, mowing is required from street to fence or ditch line. For all areas, the City of Louisville reserves the right to determine and/or change the width requirement. Variations to the width requirement must be approved by the Parks Superintendent. Perimeter strips will be mowed every fourteen days unless otherwise specified on the location maps.

1.4 The Contractor is encouraged to use mulching mowers, cutting clippings into small pieces that sift down into the lawn. Excessive clippings that accumulate on the turf will be removed by the Contractor. Sweeping of all turf areas is not necessary, but piles and swaths of excessive clippings must be removed and disposed of off-site. The Parks Superintendent will determine when clippings are excessive.

1.5 Rotary walk-behind or riding mowers may be used for mowing non-irrigated turf. Mowers and trimmers must be operated in a safe and orderly manner. All mowing and trimming equipment must be in good working condition (including all safety features). All equipment shall be subject to approval by the City of Louisville's park staff.

1.6 Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surfaces such as

streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately. If the Contractor fails to clean up debris, the Contractor will be charged for all cleanup costs involved.

1.7 The Contractor shall remove all trash and litter from the entire site prior to initiating any mowing of the turf area. Trash and litter shall be hauled from site.

1.8 All trimming shall be done using a string trimmer. Trimming includes trees, plants, shrubs, utility poles, light standards, sign posts, delineators, guardrails, fences or other appurtenances which are part of the park

1.9 All trimming must be accomplished concurrently with the mowing operation and be done at the same height as the adjacent turf.

1.10 Special care shall be taken while trimming so as not to inflict damage to the bark of the trees, fence posts or boards, signs, etc.

## **2.0 Edging**

2.1 All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade four (4) times during the season. In addition, curb lines shall be edged as necessary to maintain a well-groomed appearance. All materials dislodged by edging will be removed from the site.

## **3.0 Weed Control**

3.1. For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.

3.2. Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly – using pruning shears – pruning shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

3.3 Currently, the use of glyphosate or 2,4-D is not permitted on Parks and Right of Way properties and will not be approved for any treatment needs. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), medians (includes crack between median and street), and sidewalks. Weed control in irrigated and non-irrigated turf and flowerbeds is excluded from this contract. Weeds shall be removed if they are larger than two (2") inches in height or diameter and disposed of off-site.

3.4 For chemically controlling weeds, only approved herbicides shall be used. The Parks Superintendent must approve all herbicides prior to use.

3.5. The Contractor will provide to the Parks Superintendent the list of certified pesticide applicators that will be a part of this contract. The Parks Superintendent will be notified prior to any and all herbicide applications.

3.6. The Contractor shall take precautions to keep persons away from herbicide- treated areas until the material is fully dry and the treated area is safe for entry, according to the label. Herbicide applications shall be made at times when citizen presence is minimal.

3.7. Pesticide flagging will be placed prior to an application which will include the company

name, phone number, time and date of application, and chemical and rate applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry, according to the label.

3.8. All chemicals shall be used in accordance with label directions and the manufacturers recommended handling methods. All governmental and industry recommendations and regulations apply.

3.9. The cost for all herbicide applications is included in the price for weed control.

3.10. The Contractor will adhere to the BMPs set forth in Exhibit D.

#### **4.0 Litter**

4.1 All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas (wood and rock), and sidewalks

### **SECTION 4 – Open Space (Perimeter and Area Mowing)**

#### **4.0 Mowing and Trimming – Open Space**

4.1 All areas will be mowed and trimmed in approved areas between April and October. All mowing is to be completed Monday through Friday.

4.2 All mowing will be done to a minimum height of four (4") inches and not to exceed six (6") inches. The City of Louisville reserves the right to change the mowing height as deemed necessary due to drought or other present conditions. A mowing schedule must be submitted prior to the start of the mowing season. Variations to the specific mowing schedule must be approved by the City of Louisville's Open Space Superintendent.

4.3 The Contractor is encouraged to use mulching mowers, cutting clippings into small pieces that sift down into the lawn. Excessive clippings that accumulate on the turf will be removed by the Contractor. Sweeping of all turf areas is not necessary, but piles and swaths of excessive clippings must be removed and disposed of off-site. The Open Space Trails and Maintenance Supervisor will determine when clippings are excessive.

4.4 Rotary walk-behind or riding mowers may be used for mowing non-irrigated turf. Mowers and trimmers must be operated in a safe and orderly manner. All mowing and trimming equipment must be in good working condition (including all safety features). All equipment shall be subject to approval by the City of Louisville's Open Space Staff.

4.5 Grass shall be cut in a professional manner so as not to scalp turf or leave uncut areas. Care shall be taken to prevent discharge of grass clippings onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately. If the Contractor fails to clean up debris, the Contractor will be charged for all cleanup costs involved.

4.6 The Contractor shall remove all trash and litter from the entire site prior to initiating any mowing of the turf area. Trash and litter shall be hauled from site.

4.7 All trimming shall be done at the request of Open Space staff and using a string trimmer. Trimming includes trees, plants, shrubs, utility poles, light standards, sign posts, delineators, guardrails, fences or other appurtenances which are approved by Open Space staff.

4.8 Areas that will need to be weed whipped due to unsafe terrain and hazards. This should reflect only areas that a mower cannot access safely. These areas must be verified and agreed upon by both a designated City representative, and a designated representative of the contractors choosing in writing.

4.9 All trimming must be accomplished concurrently with the mowing operation and be done at the same height as the adjacent turf.

4.10 Special care shall be taken while trimming so as not to inflict damage to the bark of the trees, fence posts or boards, signs, etc.

4.11 Complete the 12' perimeter mowing (identified as the red line work) on Open Space map found in Exhibit C. For all areas, the City of Louisville reserves the right to determine and/or change the width requirement. Variations to the width requirement must be approved by the Open Space Trails and Maintenance Supervisor.

4.12 Complete the 30' perimeter mowing and/or from bordering fence line to trail edge (identified as purple line work) on the Open Space map found in Exhibit C. For all areas, the City of Louisville reserves the right to determine and/or change the width requirement. Variations to the width requirement must be approved by the Open Space Trails and Maintenance Supervisor.

4.14 All work is to be complete by the dates as follows: round 1 by 6/26/2024, round 2 by 8/14/2024, and round 3 by 10/9/2024. City may adjust timeline based on weather.

4.15 All mowers and crews are to have fire extinguishers with all equipment and vehicles to prevent any possible hazards in the field.

4.16 Smoking is prohibited on all Open Space properties.

## **SECTION 5 – Weed Control Only Areas (No Mow Areas)**

5.0 Weed Control

5.1 For purposes of this document, a weed is defined by any unwanted plant material as determined by the Parks Superintendent.

5.2 Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly – using pruning shears – pruning shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

5.3 Currently, the use of glyphosate or 2,4-D is not permitted on Parks and Right Way properties and will not be approved for any treatment needs. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), medians (includes crack between median and street), and sidewalks. Weed control in irrigated and non-irrigated turf and flowerbeds is excluded from this contract. Weeds shall be removed if they are larger than two (2") inches in height or diameter and disposed of off-site.

5.4 For chemically controlling weeds, only approved herbicide shall be used. The Parks Superintendent must approve all herbicides prior to use.

5.5 The Contractor will provide the Parks Superintendent with the list of certified pesticide applicators that will be a part of this contract. The Parks Superintendent will be notified prior to any and all herbicide applications.

5.6 The Contractor shall take precautions to keep persons away from herbicide- treated areas until the material is fully dry and the treated area is safe for entry, according to the label. Herbicide applications shall be made at times when citizen presence is minimal.

5.7 Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application, and chemical and rate applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry, according to the label.

5.8 All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All governmental and industry recommendations and regulations apply.

5.9 The cost for all herbicide applications is included in the price for weed control.

5.10 The Contractor will adhere to the BMPs set forth in Exhibit D.

## EXHIBIT D

### **Basic Practice Guidelines for Best Management Practices within the City of Louisville for Pesticide and Fertilizer: Application, Storage, Handling and Disposal**

1. Apply pesticides and herbicides according to the label – it's the law. Apply fertilizers according to the manufacturer's directions.
2. Apply pesticides and herbicides only when needed and use in a manner to minimize off-target effects.
3. Ensure chemical applicators receive thorough training and proper certification prior to chemical use. Individuals and companies hired to apply pesticides must be licensed in the appropriate categories by the Colorado Department of Agriculture.
4. Know characteristics of the application site, including soil type and depth to groundwater. Be aware of any drinking water wells down gradient of the operation.
5. Select pesticides and herbicides best suited to the characteristics of the target site and the particular pest or weed.
6. Employ application techniques that increase efficiency and allow the lowest effective application rate. Carefully calibrate application equipment and follow all label instructions.
7. All mixing and loading operations must occur on an impervious surface.
8. To prevent possible backflow and contamination of a water supply, never submerge a water supply hose in a chemical tank or container. Provide proper backflow prevention devices as required.
9. Provide proper signage (flagging) when applying.
10. Following the directions and guidelines offered by the City of Louisville's Integrated Weed Management Plan.

<https://www.louisvilleco.gov/home/showpublisheddocument/28593/637360534869770000>

#### **Weed Management in Parks:**

<https://www.louisvilleco.gov/local-government/government/departments/parks-recreation-and-open-space/parks-division/weed-management-in-parks>

11. Consider spot treatment of pests rather than broadcast spraying when possible.
12. Time applications to minimize host plant damage and maximize pest control.
13. Do not apply pesticides during high temperatures or windy conditions or immediately prior to heavy rainfall or irrigation.
14. Maintain records of all pesticides applied, including brand name, formulation, EPA registration number, amount and date applied, exact location of application and name, address

and certification number of application. Pesticide application sheets must be given to the Parks Superintendent for every application.

15. Properly handle and dispose of containers, rinse water and waste. Store pesticides in secure and covered areas.

16. Be familiar with existing local, state, and federal regulations on pesticide application, certification and weed control.

17. Keep chemical spill cleanup equipment, personal protective equipment and emergency phone numbers available when handling chemicals and their containers.

18. Properly manage chemical spills by cleaning them up as soon as possible, controlling actively spilling or leaking materials, containing the spilled material, collecting the spilled material and properly disposing of the material. Reporting a spill to the appropriate authority is required.

19. Follow label directions for disposal. This typically involves triple-rising containers, puncturing and crushing. All visible chemicals should be cleaned from the container prior to disposal.

20. Currently, the use of glyphosate or 2,4-D is not permitted on City of Louisville Park and Right of Way properties and will not be approved for any treatment needs.





**Devon Finn**

Business Development Manager  
Keesen Landscape Management, Inc.  
3355 S. Umatilla St., Englewood, CO 80110  
[DFinn@keesenlandscape.com](mailto:DFinn@keesenlandscape.com)

August 22, 2024

City of Louisville Parks, Recreation & Open Space

**Re: Parks and Open Space Landscape Maintenance Services – Mowing, Trimming, And  
Landscape beds maintenance      Project#: 211751-540900**

Dear Selection Committee,

Keesen Landscape is very pleased to submit a response and proposal for the above-mentioned RFP. After a careful evaluation of the RFP documentation, I am confident in Keesen Landscapes' unique ability to provide the best value and quality of service, and to exceed all of the outlined requirements and expectations for this project with the City of Louisville.

Keesen Landscape follows a proven, disciplined approach to providing the best service to our clients. Our high-level of quality is achieved through proper training, supervision and following the best management practices in the industry. Our relentless focus on communication and customer care, our dedication to environmentally sound practices and equipment, as well as our commitment to providing the best possible value in the industry, will help set Keesen apart as the clear choice to partner with the City of Louisville for this project.

Following this cover letter, you will find our RFP submittal materials labeled accordingly, and in order per the RFP instructions. All pricing and services proposed in this package will remain firm for a period of 120 days from the date of this letter. We look forward to the next steps, and most importantly, we are looking forward to a long-lasting and mutually beneficial partnership for years to come.

Please feel free to reach me directly with any questions pertaining to this bid.

Sincerely,

*Devon Finn*

Devon Finn, Keesen Landscape Management, Inc.

ATTACHMENT A  
PROPOSAL

# CITY OF LOUISVILLE

Parks and Open Space Landscape Maintenance Services –  
Mowing, Trimming, and Landscape beds maintenance

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COLORADO • SINCE 1878



KEESEN LANDSCAPE MANAGEMENT, INC.

## 2. CAPABILITIES AND EXPERIENCE

Keesen Landscape Management, Inc., founded in 1972, has established itself as a cornerstone in the commercial landscape maintenance market of the Denver Metro area. With over 50 years of experience, Keesen has earned a stellar reputation for reliability, quality work, and exceptional customer service. In 2016, Keesen joined the Heartland company alliance, uniting with other industry leaders to enhance service delivery and build strong client relationships nationwide.

Currently employing over 230 full-time and over 250 seasonal employees, Keesen operates from five local branch offices, two strategically located in Broomfield and Commerce City. This positioning ensures comprehensive coverage of the north Denver Metro area, supporting our commitment to delivering top-tier commercial landscape services.

Keesen emphasizes proactive account management and effective communication, key pillars that enable us to exceed client expectations consistently. Our dedication to excellence is underscored by our adherence to best-practices and utilization of state-of-the-art tools, ensuring we meet the requirements outlined in project scopes and maintain our position as a leader in the industry.

With a focus on customer satisfaction and a track record of success spanning decades, Keesen Landscape Management continues to thrive, offering unparalleled expertise and service to commercial and municipal clients across the Denver Metro area. Keesen has had decades of successful partnerships with municipalities, servicing the City of Aurora, the City of Lafayette, the City of Commerce City, Denver Parks & Recreation, City of Longmont, City of Brighton, Boulder municipalities, and more.

**KEESEN LANDSCAPE  
MANAGEMENT, INC  
SHOWCASE PROPERTIES**



Keesen will allocate staff members for the City of Louisville project to include, but not limited to:

- Assigned Account Manager (specializing in detailed and proactive communication)
- Landscape maintenance crews
- Dedicated native mowing crew
- Production Manager
- Enhancement Manager
- Safety, Efficiency, and Quality Managers
- Local Branch Manager
- Operations Manager
- Plant Health Care Manager
- Office Administrators

Keesen has National resources and the backing of our parent company, Heartland, to include:

- Safety Resources
- Human Resources
- LEAN Management training
- Assets/Procurement Departments
- All necessary equipment and vehicles
- Full financial stability

### 3. REFERENCES AND PAST PERFORMANCE

Reference # 1	
Customer Name	Anthem Ranch
Industry	Association / HOA / Metro Dist.
Contact Name and Title	Megan Langerak - Common Area Maint. Mgr.
Email Address	<a href="mailto:mlangerak@ccmcnet.com">mlangerak@ccmcnet.com</a>
Telephone	303-489-2832
Project Description	Landscape maintenance & Snow Removal
Address	16151 Lowell Blvd. Broomfield, CO 80023
Project Accepted Year	2020

Reference # 2	
Customer Name	City of Brighton
Industry	Municipal
Contact Name and Title	Rhiannon Natali
Email Address	<a href="mailto:rnatali@brightonco.gov">rnatali@brightonco.gov</a>
Telephone	303-655-2060
Project Description	Cemetery Landscape Maintenance
Address	500 S 4 <sup>th</sup> Ave. Brighton, CO 80601
Project Accepted Year	2022

Reference # 3	
Customer Name	Adams 12 Five Star Schools
Industry	Education
Contact Name and Title	Sean Sutton – Facilities Maintenance Tech.
Email Address	<a href="mailto:Sut022759@adams12.org">Sut022759@adams12.org</a>
Telephone	720-364-5130
Project Description	Landscape maintenance
Address	1500 E 128 <sup>th</sup> Ave. Thornton, CO 80241
Project Accepted Year	2022

## ENVIRONMENTAL & SAFETY

### ENVIRONMENTAL PRACTICES

- **Battery powered handheld equipment:** Replacing legacy 2-cycle gas powered trimmers, edgers, pruners, backpack blowers, battery powered handheld equipment will be utilized for all of the City of Louisville scope-of-work as outlined in the RFP.
- **Propane-Powered Equipment:** Propane mowers will be utilized for all of the City of Louisville scope-of-work as outlined in the RFP, with the exception of in native grass areas.
- **Office Recycling:** Waste from our offices, including paper, ink, and supplies, is professionally shredded or recycled.
- **Other Recycling Efforts:** Used tires, batteries, and shop waste are recycled professionally. Retired vehicles and equipment are sold for parts or metal recycling.
- **Water Management:** Our dedicated Irrigation Technicians adhere to local watering restrictions and manage schedules weekly. We also offer irrigation efficiency enhancements and Smart Controller technology.
- **Mulching Mowers:** We use mulching mowers to recycle grass clippings, reducing landfill waste and enriching soil with nutrients.
- **Efficient Routing:** Crews, technicians, and managers are routed efficiently to minimize travel, save fuel, reducing vehicle wear, and decreasing emissions and road congestion.
- **Slow-Release and Organic Fertilizers:** Our fertilizer programs predominantly use slow-release products, with fully organic options available upon request.

### SAFETY & TRAINING

At Keesen Landscape Management, the safety and wellbeing of our employees, customers, and the public are paramount. Our full-time Safety Manager, supported by every member of our management staff acting as safety officers, ensures strict adherence to our safety policies and training programs. Weekly "tailgate" safety meetings are held to discuss

## 4. FEE PROPOSAL & SCHEDULE

Unit/ Description	Unit	Quantity	Unit Price \$/sqft	Quantity Cost	Extension	Total Cost
Bluegrass Areas	SF	622,998	0.0039647	\$ 2,470.00	28 Times/ Cycle	\$ 69,160.00
Cemetery Bluegrass	SF	362,539	0.002923823	\$ 1,060.00	28 Times/ Cycle	\$ 29,680.00
Weed Control	SF	383,254	0.001839511	\$ 705.00	28 Times/ Cycle	\$ 19,740.00
Parks Unirrigated	LF	57,768	0.017137516	\$ 990.00	14 Times / Cycle	\$ 13,860.00
Parks Unirrigated	SF	2,881,002	0.003181185	\$ 9,165.00	8 Times/ Cycle	\$ 73,320.00
3 X Perimeter Mowing	LF	37,659	0.018720625	\$ 705.00	3 Times/ Cycle	\$ 2,115.00
						\$ 207,875.00
Unit/ Description	UNIT	QUANTITY (1 Time/Cycle)	UNIT COST	QUANTITY COST	EXTENSION	TOTALCOST
Mow the entirety of the 12' perimeter mowing identified by red lines on Open Space map in <b>Exhibit C</b>	SF	925,704	0.0029	\$ 2,682.00	3 Times/ Cycle	\$ 8,046.00
Mow the area at a width of 30' or to trail edge from fence line. Area is identified by the purple on Open Space map in <b>Exhibit C</b> . Contractor is responsible for final measurements.	SF	590,503	0.0026	\$ 1,555.00	3 Times/ Cycle	\$ 4,665.00
String Trimming in areas with terrain inaccessible by mowers	SF			Included	3 Times/ Cycles	
Additional/Alternative Services: A tentative additional round of all identified services at the Open Space department's request.	SF	1,516,207	0.0026	\$ 3,880.00	Tentative 1 Time/ Cycle	\$ 3,880.00
						\$ 16,591.00
						<b>TOTAL \$ 224,466.00</b>

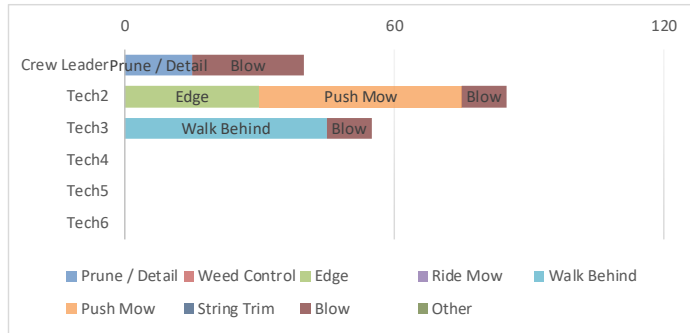


# SAMPLE GANTT - CITY OF LOUISVILLE

Job: **Keesen/City of Louisville Sample**

Date Created: 8/20/2024

Date Updated: 8/20/2024



Productive Time	120.0	12.5
Travel Time	120.0	
Total Time	240.0	

	Prune / Detail	Bed Maint	Edge	Ride Mow	52" Mower	Push Mow	String Trim	Blow	Other	Mins	Hrs	
<b>Target</b>		0.00	0.00		0.00		0.00			0.0	0.0	
Tech	Prune / Detail	Weed Control	Edge	Ride Mow	Walk Behind	Push Mow	String Trim	Blow	Other	Mins	Hrs	Graphic
<b>Crew Leader</b>	15.0							25.0		40.0	0.7	
<b>Tech2</b>			30.0			45.0		10.00		85.0	1.4	
<b>Tech3</b>					45.0			10.00		55.0	0.9	
<b>Tech4</b>										0.0	0.0	
<b>Tech5</b>										0.0	0.0	
<b>Tech6</b>										0.0	0.0	
<b>Total</b>	15.0	0.0	30.0	0.0	45.0	45.0	0.0	45.0	0.0	180.0	3.00	
<b>Balance</b>	-15	0	-30	0	-45	-45	0	-45	0			

**EXHIBIT A  
Disclosure Statement**

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

- NO KNOWN RELATIONSHIPS EXIST
- RELATIONSHIP EXISTS (Please explain relationship)

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I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Devon Finn	Business Development Manager
_____ <b>Printed or Typed Name</b>	_____ <b>Title</b>
 <i>Devon Finn</i>	 8/23/2024
_____ <b>Signature</b>	_____ <b>Date</b>

**EXHIBIT B  
EXMAPLE of PRICING SCHEDULE**

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# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

Keesen Landscape Management, Inc.  
3355 S. Umatilla St.  
Englewood, CO 80110

Great Midwest Insurance Company  
800 Gessner Road, Suite 600  
Houston, TX 77024

OWNER (Name, legal status and address):

CO - Louisville, City of  
749 Main Street  
Louisville, CO 80027

Bond Amount: Five Percent (5%) of Amount of Attached Bid

PROJECT : (Name, location or address, and Project number, if any):

Parks and Open Space Landscape Maintenance Services – Mowing, Trimming, and Landscape beds  
maintenance, Project Number: 211751-540900

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2024

(Witness)

(Seal)

Keesen Landscape Management, Inc.

(Principal)

(Seal)

*[Handwritten Signature]*  
 (Witness)



(Title)  
Great Midwest Insurance Company

(Surety)  
*[Handwritten Signature]*  
 (Title) Stephen P. Farmer, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond  
 BID70091ZZ0311F

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

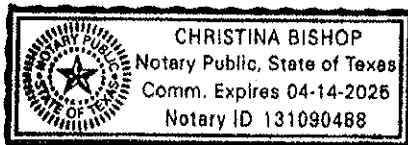


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill, President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop, Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of August, 2024.



BY Leslie K. Shaunty, Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Tennessee, Inc. 6 Cadillac Drive, Suite 200 Brentwood TN 37027		<b>CONTACT NAME:</b> Tasha Felts, TIIA <b>PHONE (A/C, No, Ext):</b> (615) 385-2860 <b>FAX (A/C, No):</b> (615) 385-8360 <b>E-MAIL ADDRESS:</b> Tasha.Felts@bbrown.com	
<b>INSURED</b> Keesen Landscape Management, Inc. 3355 S. Umatilla St Englewood CO 80110		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> The Travelers Indemnity Company of Connecticut <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25674 25682	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

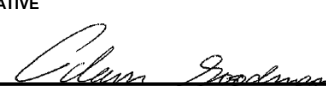
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TC2JGLSA-3P390744-TIL-23	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-3P390756-TIL-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0W036142-23-NF	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-4S050569-23-51-K	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Inland Marine Builders Risk			QT-630- 4S014177-TIL-23	10/01/2023	10/01/2024	Leased/ Rented Equip	\$200,000
							Limit at Single Location	\$250,000
							L/R Ded \$1,000	BR Ded \$2,500

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured on the General Liability, Automobile and Umbrella policies on a Primary and Non-Contributory basis as required by written contract. A Waiver of Subrogation applies on all policies as their interest may be per written contract. A 30 Day Notice of Cancellation applies. The Umbrella policy follows form of the General Liability (including completed operations), Automobile Liability, and Workers' Compensation policies.

### CERTIFICATE HOLDER

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Keesen Landscape Management, Inc</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3355 S Umatilla Street</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Englewood, CO 80110</b>		
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	4	-	0	6	2	2	4	8	3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Steve Genders</i>	Date ▶ <b>1/3/2024</b>
------------------	-------------------------------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Keesen Landscape Management, Inc.

is a

Corporation

formed or registered on 03/01/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871239198 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/21/2024 that have been posted, and by documents delivered to this office electronically through 02/22/2024 @ 12:40:50 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/22/2024 @ 12:40:50 in accordance with applicable law. This certificate is assigned Confirmation Number 15774600 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**Parks and Open Space  
Landscaping Services Bid Review**

	2025	2026	2027	Total 3 Year Contract	Ranking by bid price
The Cutting Edge Landscaping	\$ 283,420.00	\$ 291,922.60	\$ 300,680.28	\$ 876,022.88	3 highest
Keesen	\$ 220,586.00	\$ 229,409.44	\$ 229,409.44	\$ 679,404.88	2 middle
BrightView Landscaping	\$ 193,795.42	\$ 193,795.42	\$ 193,795.42	\$ 581,386.26	1 lowest

Pricing does not reflect alternate mowing for Open Space per year  
Vendor is disqualified for omissions during the

Unit/ Description	Unit	Qty	Extension	Keesen Landscaping				Bright View Landscaping				The Cutting Edge Landscaping			
				1st Year	2nd Year	3rd Year	\$/yearly total	1st Year	2nd Year	3rd Year	\$/ yearly total	1st Year	2nd Year	3rd Year	\$/yearly total
<b>PARKS</b>															
Bluegrass areas (weekly maintenance)	SF	622,998	28	\$ 69,160.00	\$ 71,926.40	\$ 71,926.40	\$ 213,012.80	\$ 24,421.60	\$ 24,421.60	\$ 24,421.60	\$ 24,421.60	\$ 50,688.00	\$ 52,208.64	\$ 53,774.90	\$ 156,671.54
Cemetery Bluegrass Mowing	SF	362,539	28	\$ 29,680.00	\$ 30,867.20	\$ 30,867.20	\$ 91,414.40	\$ 34,513.64	\$ 34,513.64	\$ 34,513.64	\$ 34,513.64	\$ 57,856.00	\$ 59,591.68	\$ 61,379.43	\$ 178,827.11
Weed Control	SF	383,254	28	\$ 19,740.00	\$ 20,529.60	\$ 20,529.60	\$ 60,799.20	\$ 42,643.72	\$ 42,643.72	\$ 42,643.72	\$ 42,643.72	\$ 52,468.00	\$ 54,042.04	\$ 55,663.30	\$ 162,173.34
Parks Unirrigated Perimeter Mowing	LF	57,768	14	\$ 13,860.00	\$ 14,414.40	\$ 14,414.40	\$ 42,688.80	\$ 4,909.10	\$ 4,909.10	\$ 4,909.10	\$ 4,909.10	\$ 38,528.00	\$ 39,683.84	\$ 40,874.36	\$ 119,086.20
Parks Unirrigated Mowing	SF	2,881,002	8	\$ 73,320.00	\$ 76,252.80	\$ 76,252.80	\$ 225,825.60	\$ 61,401.12	\$ 61,401.12	\$ 61,401.12	\$ 61,401.12	\$ 61,440.00	\$ 63,283.20	\$ 65,181.70	\$ 189,904.90
3 X Perimeter Mowing	LF	37,659	3	\$ 2,115.00	\$ 2,199.60	\$ 2,199.60	\$ 6,514.20	\$ 711.75	\$ 711.75	\$ 711.75	\$ 711.75	\$ 5,160.00	\$ 5,314.80	\$ 5,474.24	\$ 15,949.04
				\$ -			\$ -				\$ -				\$ -
<b>Open Space</b>															
12' Perimeter Mowing	SF	925,704	3	\$ 8,046.00	\$ 8,367.84	\$ 8,367.84	\$ 24,781.68	\$ 11,108.46	\$ 11,108.46	\$ 11,108.46	\$ 11,108.46	\$ 10,080.00	\$ 10,382.40	\$ 10,693.87	\$ 31,156.27
30' Mowing- trail edged to edge	SF	590,503	3	\$ 4,665.00	\$ 4,851.60	\$ 4,851.60	\$ 14,368.20	\$ 7,086.03	\$ 7,086.03	\$ 7,086.03	\$ 7,086.03	\$ 7,200.00	\$ 7,416.00	\$ 7,638.48	\$ 22,254.48
String Trimming	SF		3				\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00				\$ -
Additional alternative trimming/ mowing	SF	1,516207+	1	\$ 3,880.00	\$ 4,035.20	\$ 4,035.20	\$ 11,950.40	\$ 6,064.83	\$ 6,064.83	\$ 6,064.83	\$ 18,194.49	\$ 4,800.00	\$ 4,944.00	\$ 5,092.32	\$ 14,836.32
<b>Lump Sum Total</b>				<b>\$ 220,586.00</b>	<b>\$ 229,409.44</b>	<b>\$ 229,409.44</b>	<b>\$ 679,404.88</b>	<b>\$ 193,795.42</b>	<b>\$ 193,795.42</b>	<b>\$ 193,795.42</b>	<b>\$ 581,386.26</b>	<b>\$ 283,420.00</b>	<b>\$ 291,922.60</b>	<b>\$ 300,680.28</b>	<b>\$ 876,022.88</b>
3 Year Total							<b>\$ 679,404.88</b>				<b>\$ 581,386.26</b>				<b>\$ 876,022.88</b>

	4% increase in 2026	Price held, no increase 2027	Alt. mowing not included in summary of total cost		no pricing increase for 2026 or 2027	Alt. mowing not included in summary of total cost		3% increase in 2026	3% increase in 2027	Alt. mowing not included in summary of total cost
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**SUBJECT:** APPROVE RESOLUTION NO. 46, SERIES 2024 – A  
RESOLUTION SUPPORTING THE GRANT APPLICATION FOR  
A NON-MOTORIZED TRAIL GRANT FROM COLORADO PARKS  
AND WILDLIFE TOWARDS THE INSTALLATION OF TRAIL  
WAYFINDING SIGNAGE

**DATE:** OCTOBER 1, 2024

**PRESENTED BY:** BRYON WEBER, PROJECT MANAGER  
ADAM BLACKMORE, PROS DIRECTOR

**SUMMARY:**

Colorado Parks and Wildlife (CPW) is currently accepting applications for grant funding as part of their Non-Motorized Trails grant program. The Parks, Recreation and Open Space Department would like to apply for \$50,000 in grant funding to be used towards implementation of the City's trail wayfinding and signage projects.

As part of the City's grant application a letter of support is required from the applicant's governing body. The enclosed resolution has been drafted to obtain support from Council for the Department's application, including commitment to a funding match.

**FISCAL IMPACT:**

The City currently has \$59,335.80 allocated towards the wayfinding and signage projects in the 2024 budget which could be used as the required funding match.

**SCHEDULE:**

The City's application will be submitted in early October. Applications are reviewed by CPW in Q4 of 2024. Awards are scheduled to be made in Q1 2025.

**PROGRAM/SUB-PROGRAM IMPACT:**

The recommended grant application supports Park's goal of providing well-maintained parks that are easy to walk to and the Trails sub-program goal to encourage recreation and to enable safe walking, running and bike riding around Louisville.

**RECOMMENDATION:**

Staff recommends City Council vote in support of the resolution, committing to the funding match and enabling Staff to apply for grant funding.

**ATTACHMENT(S):**







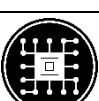

- 1) Resolution No. 46, Series 2024

**SUBJECT: RESOLUTION NO. 44, SERIES 2024**

**DATE: OCTOBER 1, 2024**

**PAGE 2 OF 2**

**STRATEGIC PLAN IMPACT:**

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

**RESOLUTION NO. 46  
SERIES 2024**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A NON-MOTORIZED TRAIL GRANT FROM COLORADO PARKS AND WILDLIFE TOWARDS THE INSTALLATION OF TRAIL WAYFINDING SIGNAGE**

**WHEREAS**, the City of Louisville supports the Colorado Parks and Wildlife grant application for the installation of trail wayfinding signage and if the grant is awarded, the City of Louisville supports the completion and on-going maintenance of the project.

**WHEREAS**, the City of Louisville has requested \$50,000 from Colorado Parks and Wildlife to match \$50,000 City funds to install wayfinding signage along the City's existing trail routes and infrastructure.

**WHEREAS**, the City of Louisville will install wayfinding signage in physical locations that the City will control and/or partner in controlling for at least the next 25 years.

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

**Section 1.** The City Council of the City of Louisville strongly supports the application for a grant with Colorado Parks and Wildlife.

**Section 2.** If the grant is awarded, the City Council of the City of Louisville strongly supports the fulfillment of the project.

**Section 3.** If the grant is awarded, the City Council hereby authorizes the City's Mayor at time of award to sign the grant agreement with Colorado Parks and Wildlife.

**Section 4.** If the grant is awarded, the City Council of the City of Louisville authorizes the expenditure of funds necessary to meet the terms and obligations of the grant agreement, including \$50,000 from the 2024 Conservation Trust Fund currently allocated to the project.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of October, 2024.

\_\_\_\_\_  
Christopher M. Leh, Mayor

**ATTEST:**

\_\_\_\_\_  
Genny Kline, Interim City Clerk

**SUBJECT: PROCLAMATION – HISPANIC HERITAGE MONTH 2024**

**DATE: OCTOBER 1, 2024**

**PRESENTED BY: CITY MANAGER’S OFFICE**

**SUMMARY:**

Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Proclaim September 15 through October 15, 2024 as Hispanic Heritage Month.

**ATTACHMENT(S):**

1. Hispanic Heritage Month Proclamation 2024
2. Proclamación Del Mes De La Herencia Hispania de 2024





**HISPANIC HERITAGE MONTH 2024  
PROCLAMATION**

**WHEREAS**, National Hispanic Heritage Month is observed September 15 through October 15, celebrating Hispanic and Latin American people, cultures, achievements, and contributions; and

**WHEREAS**, the observance began in 1968 as Hispanic Heritage Week and was then expanded into a month-long celebration and officially enacted into federal law on August 17, 1988; and

**WHEREAS**, several Latin American countries celebrate their independence anniversaries on September 15th, including Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, with Mexico and Chile celebrating their anniversaries on September 16th and September 18th, aligning the significance of the observance start date; and

**WHEREAS**, we recognize the importance of acknowledging the diversity within the Hispanic and Latino community, spanning a multitude of countries, languages, cultures, and traditions, all of which contribute to the vibrant mosaic of American life; and

**WHEREAS**, we reaffirm our commitment to fostering inclusivity, promoting equality, and ensuring that the contributions of Hispanic and Latino Americans are valued, celebrated, and fully integrated into the tapestry of our shared history; and

**NOW, THEREFORE**, the City Council of the City of Louisville does hereby proclaim September 15 through October 15, 2024, as Hispanic Heritage Month.

**DATED** this 1<sup>st</sup> day October, 2024

\_\_\_\_\_  
Christopher M. Leh, Mayor

ATTEST:

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



**PROCLAMACIÓN  
DEL MES DE LA HERENCIA HISPANA DE 2024**

**EN VISTA DE QUE** del 15 de septiembre al 15 de octubre se observa el Mes Nacional de la Herencia Hispana, celebrando a la gente, las culturas, los logros y las contribuciones hispanas y latinoamericanas; y

**EN VISTA DE QUE** la observancia comenzó en 1968 como Semana de la Herencia Hispana y luego se amplió a una celebración de un mes de duración y se promulgó oficialmente como ley federal el 17 de agosto de 1988; y

**EN VISTA DE QUE** varios países latinoamericanos celebran sus aniversarios de independencia el 15 de septiembre, entre ellos Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua, y que México y Chile celebran sus aniversarios el 16 y el 18 de septiembre, lo que coincide con la importancia de la fecha de inicio de la observancia; y

**EN VISTA DE QUE** admitimos la importancia de reconocer la diversidad dentro de la comunidad hispana y latina, que abarca una multitud de países, lenguas, culturas y tradiciones, todo lo cual contribuye al vibrante mosaico de la vida estadounidense; y

**EN VISTA DE QUE** reafirmamos nuestro compromiso de fomentar la inclusividad, promover la igualdad y garantizar que las contribuciones de los estadounidenses hispanos y latinos sean valoradas, celebradas y plenamente integradas en el tapiz de nuestra historia compartida; y

**AHORA, POR LO TANTO**, el Consejo Municipal de la Ciudad de Louisville por la presente proclama del 15 de septiembre al 15 de octubre de 2024 el Mes de la Herencia Hispana.

**FECHADO** este 1 de octubre de 2024

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Christopher M. Leh, Alcalde

ATESTIGUA:

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Meredyth Muth, Secretaria Municipal

**SUBJECT: RESOLUTION NO. 45, SERIES 2024, A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE DETECTION SOFTWARE AND HARDWARE**

**DATE: OCTOBER 1, 2024**

**PRESENTED BY: RAFAEL GUTIERREZ, CHIEF OF POLICE  
SCOTT MOORE, CRIME PREVENTION SPECIALIST**

**SUMMARY:**

In April 2022, the City Council of the City of Louisville approved a service agreement with Flock Inc. for License Plate Recognition (LPR) cameras as a means to provide a safety and security measure for Marshall Fire impacted neighborhoods in the city. The Police Department utilizes the system and software to view, search, and receive notifications for bona fide lawful purposes to bolster investigative capabilities and to try and more effectively deter and solve crime. The system also assists in locating vehicles of public safety interest traveling in our community.

The previous service agreement with Flock Inc. expires soon and the agreement has come up for renewal. The police department seeks to continue LPR services for a new 24 month term through the end of 2026. The LPR system has proven to be a valuable tool that has assisted with several criminal investigations during the time it has been in use. The most significant uses to date are related to the apprehension of people responsible for a string of commercial burglaries that occurred across multiple counties, including 4 in Louisville and the identification and apprehension of a group of people involved in the theft of construction materials in Louisville and across the Front Range. In both of these success stories, the LPR led to the identification of a vehicle of interest and ultimately the filing of criminal charges for those alleged to have been involved in these crimes. The system continues to provide valuable investigative leads and serves as a technology that has enhanced the police department's capability. The police department is not currently seeking to expand the program beyond the 20 cameras it presently utilizes, but may look at that possibility in years to come.

During the term of the proposed contract renewal, the police department leadership believes the city will likely reach a point when some of the currently deployed LPR cameras might be better used in other areas of the city. All current locations would be evaluated to align use with crime data and trends to potentially relocate them to more strategic sites to increase effectiveness. Currently of the 551 Louisville homes and businesses lost in the fire, 292 homes have been rebuilt and those residents have moved home. There are currently 160 homes under construction, 62 vacant lots, and 36 rebuild permits under review in the affected areas. The increased natural surveillance provided by residents returning to the rebuilt areas and proactive policing may reduce the need for LPR cameras in some of these locations. By analyzing crime data and

traffic counts the department would potentially seek to re-locate cameras to areas where they could potentially be most beneficial to the community at large.

The Flock LPR system is managed by department policies and industry guidelines related to data retention and safeguarding community member’s privacy. The system administrator at the police department controls access and regularly audits the system to ensure compliance. The department will continue to preserve a high standard for how the system data is used and will ensure anyone with access to the information is in compliance with our policies. In the two years of use, the department and its members have remained compliant with policies and there have been no violations nor improper use of the system.

**FISCAL IMPACT:**

24-Month agreement, paid annually at \$67,000 per year with a total cost of \$135,000 over the term of the agreement.









**RECOMMENDATION:**

Staff recommends renewal of the contract with Flock Inc. for LPR services for a new 24-month period of service.

**ATTACHMENT(S):**

- 1. Resolution No. 45, Series 2024 approving service agreement with Flock Inc.
- 2. Master Services Agreement
- 3. Flock Safety Price Quote proposal
- 4. Louisville Police Department ALPR policy
- 5. ALPR presentation – Overview of system and Utilization

**STRATEGIC PLAN IMPACT:**

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

**RESOLUTION NO. 45  
SERIES 2024**

**A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH FLOCK  
GROUP INC. FOR LICENSE PLATE DETECTION SOFTWARE AND HARDWARE**

**WHEREAS**, Flock Group Inc. (“Flock”) offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “Flock Service”); and

**WHEREAS**, upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles and can provide notifications to law enforcement agencies; and

**WHEREAS**, by Resolution No. 15, Series 2022, the City Council approved a Services Agreement with Flock; and

**WHEREAS**, the proposed Master Services Agreement (the “Agreement”) would allow the Louisville Police Department to continue accessing the Flock Service on existing cameras, or on newly installed Flock-provided cameras, in order to create, view, search and archive footage and receive notifications, including those from other users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users; and

**WHEREAS**, the City Council by this Resolution desires to approve the Agreement in order to continue using the Flock Service.

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

**Section 1.** The Master Services Agreement with Flock Group Inc. (“Agreement”), for license plate detection software and hardware, a copy of which Agreement accompanies this Resolution, is hereby approved.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute the Agreement, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

**PASSED AND ADOPTED** this 1<sup>ST</sup> day of October 2024.



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Christopher M. Leh, Mayor

ATTEST:

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Genny Kline, Interim City Clerk

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**



**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

#### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

**6.3 Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A



PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

## Flock Safety + CO - Louisville PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Jaime Alfaro  
jaime.alfaro@flocksafety.com  
2067144430

Created Date: 08/01/2024  
Expiration Date: 07/07/2024  
Quote Number: Q-85708  
PO Number:

# flock safety

## Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 992 Via Appia Louisville, Colorado 80027

Ship To: 992 West Via Appia Way Louisville, Colorado 80027

Billing Company Name: CO - Louisville PD

Subscription Term: 24 Months

Billing Contact Name:

Renewal Term:

Billing Email Address:

Payment Terms: Net 30

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$67,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
Enhanced LPR Upgrade	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	20	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$67,500.00
<b>Annual Recurring Subtotal:</b>	\$67,500.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$135,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.





## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS® to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.

Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.

## Automated License Plate Readers (ALPR)

### 427.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. The ALPR is used by the Louisville Police Department as an effective intelligence tool to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. The ALPR may also be used to gather information related to active warrants, electronic surveillance, suspect interdiction and stolen property recovery.

### 427.2 DEFINITIONS

- (a) Automated License Plate Reader (ALPR): A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- (b) ALPR Operator: Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- (c) ALPR Administrator: The Crime Prevention Specialist or his/her designee, serves as the ALPR Administrator for the Department.
- (d) Vehicles of interest: Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.
- (e) Detection: Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.
- (f) Hit: Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

### 427.3 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access shall be managed by the Crime Prevention Specialist. The Crime Prevention Specialist will assign personnel to administer the day-to-day operation of the ALPR equipment and data.

### 427.4 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official and legitimate law enforcement business.

# Louisville Police Department

## Policy Manual

### *Automated License Plate Readers (ALPR)*

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- (b) An ALPR may be used in conjunction with any patrol operation or official department investigation. The ALPR alert can be used as one element in developing reasonable suspicion or probable cause.
- (c) Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) The officer should verify an ALPR response through the Colorado Bureau of Investigation before taking enforcement action that is based solely upon an ALPR alert. Once an alert is received, the operator should confirm that the observed license plate from the system matches the license plate of the observed vehicle, including but not limited to; the alphanumeric characters of the license plate, state of issue, type of plate, and vehicle descriptors before proceeding, as practical. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a NCIC/CCIC inquiry via the MDT or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated.
- (f) No ALPR operator may access the Colorado Bureau of Investigation data unless authorized to do so.

#### **427.5 ALPR DATA COLLECTION AND RETENTION**

All data and images gathered by the ALPR are for the official use of the Louisville Police Department and because such data may contain confidential information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared as required by law.

- (a) **Mobile ALPR Data:** The Crime Prevention Specialist is responsible to ensure proper collection and retention of ALPR data and for transferring ALPR data stored in department vehicles to the department server on a regular basis, not to exceed 30 days between transfers. All ALPR data downloaded to the server should be stored for the minimum period established by department records retention guidelines and thereafter may be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records. In those circumstances, the applicable data should be downloaded from the server onto portable media and booked into evidence.
- (b) **Flock ALPR Data:** ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude Louisville Police Department from maintaining any relevant vehicle data associated with an investigation and/or case obtained from the system after that period pursuant to the established Louisville Police Department retention schedule, as set forth by State law.

# Louisville Police Department

## Policy Manual

### *Automated License Plate Readers (ALPR)*

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Information gathered or collected, and records retained by Flock Safety cameras or any other ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

#### **427.6 ACCOUNTABILITY AND SAFEGUARDS**

All saved data will be closely safeguarded and protected by both procedural and technological means. The Louisville Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Administrative Services Manager and processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile work station and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- (e) The LPD does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for the purpose of federal immigration enforcement.
- (f) ALPR system audits should be conducted on a regular basis by the Crime Prevention Specialist or his/her designee.
- (g) The Crime Prevention Specialist or his/her designee shall ensure that a transparency portal is made available for public access to the Flock Safety System. The transparency portal will provide information on usage statistics as well as a link to the LPD ALPR policy.

#### **427.7 TRAINING**

The Crime Prevention Specialist should ensure that members receive department-approved training for those authorized to use or access the ALPR system.



## Automated License Plate Readers (ALPR)

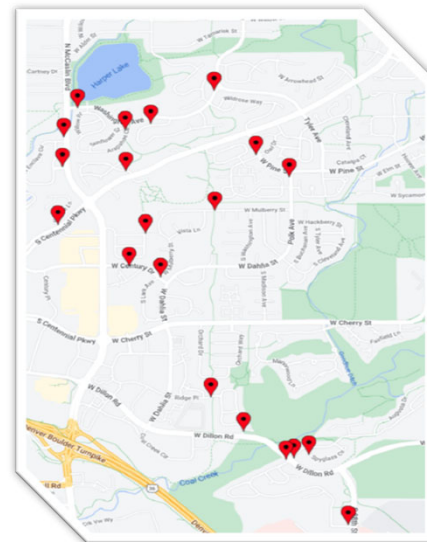
### Overview of System and Utilization- Louisville PD

- Rafael Gutierrez, Chief of Police
- Scott Moore, Crime Prevention Specialist



## Current Flock ALPR Program

- April 18, 2022 Louisville City Council approved resolution no. 15, series 2022 – a resolution approving a services agreement with flock group inc. for license plate detection software and hardware
- Summer 2022 – 20 Flock license plate readers were implemented throughout the Marshall Fire burn areas
- 2023 to Present – Lafayette, Erie, Broomfield, Boulder, Boulder County, University of Colorado, and two private Louisville Business implement Flock camera programs
- 74 Colorado law enforcement agencies currently utilize Flock as a resource and investigate tool



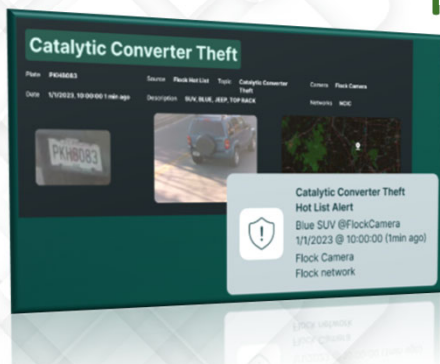




## How Do Flock ALPR's Work

- Read license plate information
- Compare plate information to hotlists:
  - National Crime Information Center (NCIC)
  - Colorado Crime Information Center (CCIC)
  - Amber Alert (NCMEC)
  - Custom Hot List
- Notify law enforcement of license plate associated with hot list hits
- Provides law enforcement with indiscriminate evidence from fixed locations

## Responding To Flock Alerts



Law Enforcement receives text message, email, and in-app alerts with-in 20 seconds of when a hotlist hit vehicle passes by a Flock Safety camera.

Alerts are verified by police officers before a law enforcement response

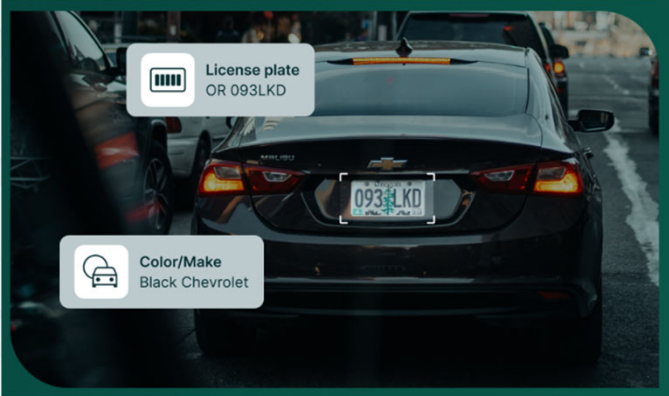
Officers respond to the alert area

# Investigating With Flock Technology

Flock's technology allows officers to search vehicles based on unique vehicle criteria, time, and location – objective, investigative evidence.

Search fields include:

- > Vehicle make
- > Body Type
- > Color
- > License Plates
  - Temporary
  - Regular
  - State Recognition

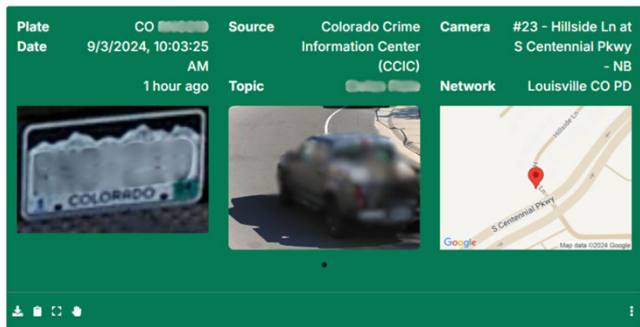


# Flock Technology

- Not facial recognition
- Not collection of biometric or sensitive information
- Not used for speed enforcement or red-light enforcement
- Not used for immigration enforcement
- Not lived monitored by staff- automated system

**Use Restrictions:**

- 30-day data retention
- Data is used for law enforcement purposes only
- All system access requires a law enforcement reason
- Hotlist hits require a human verification
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user



# Transparency Portal

<https://transparency.flocksafety.com/louisville-co-pd>



## Overview

Louisville CO PD uses automatic license plate readers to capture objective evidence without compromising on individual privacy. Louisville CO PD utilizes retroactive searches to solve crimes after they have occurred. Additionally, Louisville CO PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, the Louisville CO PD have made the below policies and usage statistics available to the public. Due to a technical issue related to auto-population being repaired by Flock Safety, the "number of owned cameras" may be inaccurate. Louisville Police Department has 20 cameras. This field will be appropriately represented when the system error is corrected.

## Policies

**What's Detected**  
License Plates, Vehicles

**What's Not Detected**  
Facial recognition, People, Gender, Race

**Acceptable Use Policy**  
Data is used for law enforcement purposes only. All Data is owned solely by the Louisville Co Police Department.

**Prohibited Uses**  
Immigration enforcement, speed enforcement, red light enforcement, usage based solely on a protected class (i.e. race, gender, religion), personal use.

**Access Policy**  
All system access requires a valid law enforcement reason.

**Hotlist Policy**  
Hotlist hits are required to be human verified prior to action.

## Additional Info

**Department ALPR Policy**  
<https://www.louisvilleco.gov/home/showpublisheddocument/35500>

## Usage

**Data Retention (in days)**  
30 days

**Number of Owned Cameras**  
20

**Hotlists Alerted On**  
NCIC, NCIC/EC, Amber Alert, Colorado Crime Information Center (CCIC)

**Vehicles Detected in the Last 30 Days**  
32,517

**Hotlist Hits in the Last 30 Days**  
232

# How Flock Can Be Utilized

## Investigations

- Search using witness description
- Search by time and location
- Provide valuable leads for ongoing investigations

## Hotlist Notifications

- Proactive Response
- Situational Awareness

## Missing or Endangered Person

- Welfare check
- Missing Persons Notification

## Deter Crime

- Flock cameras can be installed at entry and exit points to create a virtual perimeter
- Flock cameras can identify vehicles associated with individuals or groups known to engage in criminal activity



## Louisville Flock Success



The Louisville Police Department's Flock camera system played a critical role in the arrest of individuals involved in multiple construction thefts. These suspects were tied to thefts across several locations, including the City of Louisville, Fredrick, Larimer County, Douglas County, and Aurora.

Prior to the arrest, there were 21 reported cases of construction theft within six months. Following the arrest, this number dropped to only 8 cases over the next 14 months. This is a 62% reduction construction theft.

Using a custom hotlist entry, officers were alerted when the suspect vehicle entered the area. Responding swiftly, officers conducted a high-risk traffic stop, leading to the suspects' arrest. A loaded handgun and stolen construction materials were recovered from the vehicle.

## Louisville Flock Success

On November 28th, the Avista Flock cameras alerted us to a missing person in the area. Thanks to this notification, a Louisville police officer quickly located the vehicle and made contact with the individual. A wellbeing assessment was conducted to ensure their safety, and the person who reported them missing was informed of the outcome.

We're grateful to the Avista Flock cameras for their role in swiftly locating the individual and resolving the situation.



Between November 16 and November 29, 2022, Louisville Police investigated four commercial burglaries at Busaba Restaurant, Lamars Donuts and Coffee (November 16), and Lucca Coffee & Eatery, Precision Pours Coffee (November 29).

Flock camera footage linked these incidents to other burglaries in Clear Creek, Boulder, and Jefferson Counties. As a result, the suspect was arrested and later sentenced to 12 years in prison on related charges.





## Louisville Rebuild Progress Sept 1, 2024

- Debris Removal Completed 550
- Returned Home 292
- Under Construction 160
- Rebuild Permits Under Review 36
- Vacant Land 62

Houses completed and under construction account for 82% of residential rebuilds.

\*Assess to determine when to potentially re-locate our resources

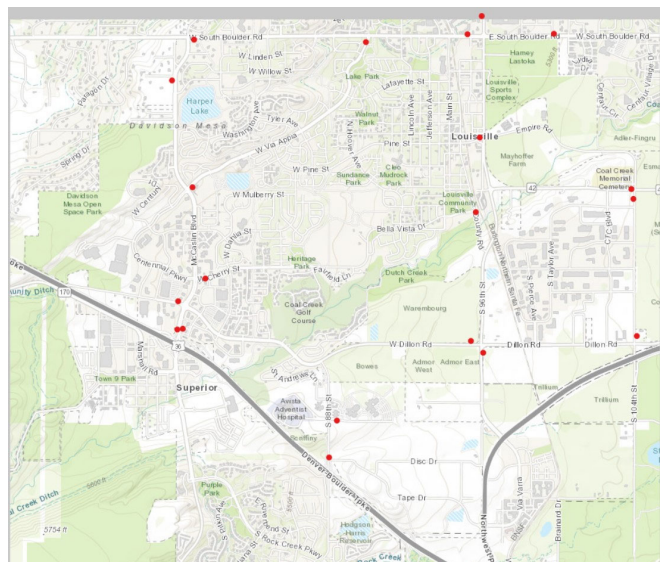


## Future Strategy

- Seek to Enhance Effectiveness and Awareness
- Maximize PD capacity through technology
- Use a more strategic deployment based on data/trends
- Continue to maintain high operational standards
  - Protect privacy interests
  - Assess program and fit
  - Maintain strong policies-Manage
- Evaluate current program/placement
  - Crime data/Trends
  - Operational effectiveness
  - Ability to relocate when appropriate

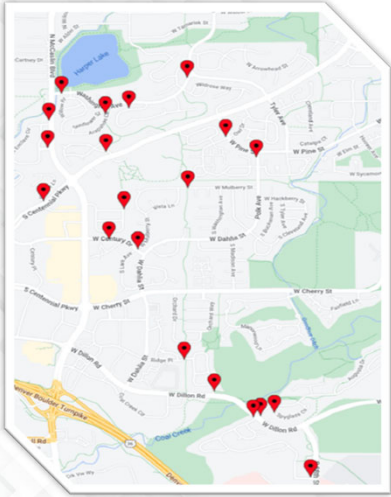
### Strategic Camera Placement

- Ingress points surrounding Louisville
- Areas typical of higher rates of crime

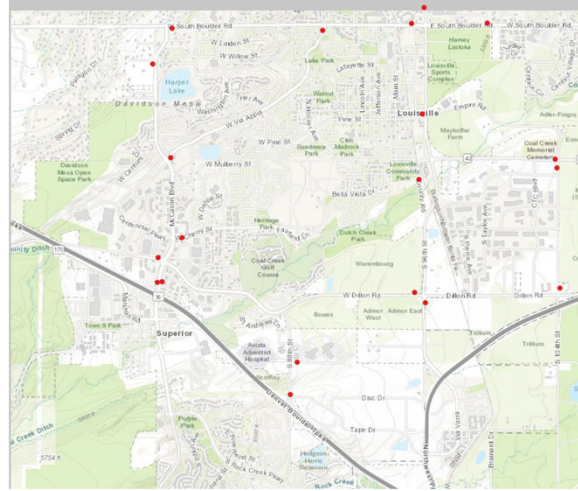


# LPR Deployment Comparison

Current Deployment 2022-2024



Potential Future Deployment



## Staff Recommendation/ Questions?

- Staff recommends renewal of the contract with Flock Inc. for LPR services for an additional 2 year term
- Available to answer any questions





**SUBJECT: CITY MANAGER’S 2025-2026 RECOMMENDED BUDGET AND  
2025 – 2030 CAPITAL IMPROVEMENT PLAN PRESENTATION**

**DATE: OCTOBER 1, 2024**

**PRESENTED BY: SAMMA FOX, INTERIM CITY MANAGER  
RYDER BAILEY, CPA, FINANCE DIRECTOR**

**SUMMARY:**

Based on feedback provided by Council during the Budget Retreat, Finance Committee presentations, and Budget Special Session, staff has prepared the City Manager’s 2025/26 Recommended Budget and 2025-2030 Capital Improvement Plan.

**BACKGROUND:**

To date, staff have held five public meetings on the 2025/26 Biennial Budget, on each of the following dates.

All Previous Budget Materials may be found by following the links below:

- Tuesday, July 24<sup>th</sup> – Budget Retreat
  - [Link to Materials](#)
- Thursday, August 15<sup>th</sup> (Finance Committee Meeting)
  - [Link to Materials](#)
- Tuesday, September 3<sup>rd</sup> – Budget Special Meeting
  - [Link to Materials](#)
- Thursday, Sept 19<sup>th</sup> (Finance Committee Meeting)
  - [Link to Materials](#)
- Thursday, Sept 24<sup>th</sup> (Finance Committee Meeting)
  - [Link to Materials](#)

Future public meetings scheduled on the 2025/26 Budget and 2025 – 2030 Capital Improvement Plan on the following dates:

- Tuesday, October 15<sup>th</sup> – (Council Meeting) – Budget Public Hearing
- Monday, November 4<sup>th</sup> – (Council Meeting) – 2025/26 Budget Adopted

**ATTACHMENTS:**

1. PowerPoint Presentation – October 1<sup>st</sup> Budget Presentation
2. Hybrid Studio Fitness Capital Improvement Request Form



**City Manager  
Recommended  
2025-2026 Budget and  
2025-2030 CIP  
October 1st, 2024**

Samma Fox, Interim City Manager  
Ryder Bailey, CPA, Finance Director



## **Today's Agenda**

- Introduction
- Council Priorities
- Major Revenue drivers
- General Fund
- Other Fund Long Term Financial Forecasts
  - Parks, Open Space, Recreation, Capital, Consolidated Utility and Golf
- CIP 2025-2030 Program
  - Adjustments Since Sept 24th Finance Committee Meeting



## Introduction and Next Steps

- ✓ Tuesday, July 24<sup>th</sup> – Budget Retreat
- ✓ Thursday, August 15<sup>th</sup> – Finance Committee – Budget Discussion
- ✓ Tuesday, September 3<sup>rd</sup> – (Council Meeting) – Budget Special Meeting
- ✓ Thursday, September 19<sup>th</sup> – Finance Committee – Budget Discussion
- ✓ Thursday, September 24<sup>th</sup> – Finance Committee – CIP Discussion
- **Tuesday, October 1<sup>st</sup> – (Council Meeting) – City Manager’s Recommended Budget Presentation**
- Tuesday, October 15<sup>th</sup> – (Council Meeting) – Budget Hearing
- Monday, November 4<sup>th</sup> – (Council Meeting) – Budget Adoption
- December - Final Mill Levies to County Assessor

## Key Considerations

- We are not alone! Other cities are going through similar.
- Louisville has a high quality of life, and high levels of service.
- The City has taken on truly impressive and aspirational work.
- We need to balance that with resources.
- The future is uncertain.
- We navigated through this together.
- We have a balanced budget for your adoption.

## Council Priorities

Based on early 2025 Council Work Planning and the Resident Survey:

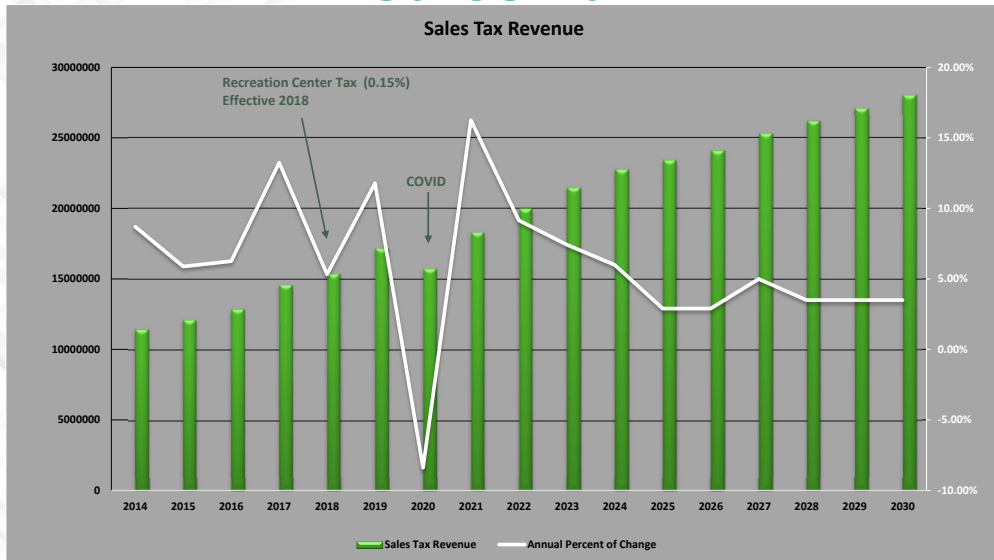
- Economic Prosperity
- Public Safety
- Maintaining Core Services
- Affordable Housing
- All through the lenses of equity, diversity, and inclusion (EDI) and environmental sustainability

## Funded Priorities

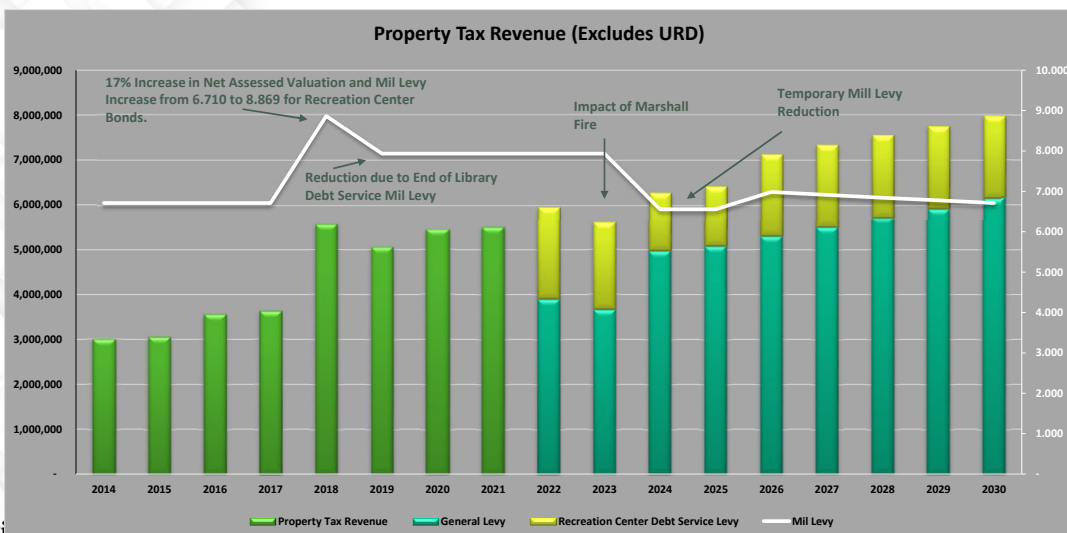
This budget includes:

- Decarbonization, incl Solar (\$11.2M)
- Maintaining Core Services
- Prioritizing Maintenance of City Assets
- Affordable Housing Set Aside (\$2M)
- EDI Efforts (\$600K)
- Established an Acquisition Reserve for Open Space
- City Employees - Markets/ Merits

# Sales Tax



# Property Tax



## General Fund

## General Fund –One Time Requests

Description	Cost	Year
Land code re-write (Community Development)	\$450,000	2025
Microsoft retooling (IT)	\$30,000	2025
Cyber security consultants (IT)	\$30,000	2025
Updated website (Community Facilitation)	<u>\$120,000</u>	2025
Total One-Time Included in 2025 Budget (as of Sept 3 <sup>rd</sup> )	\$630,000	
<b>ADDED</b> – EDI – (added post Sept 3 <sup>rd</sup> )	\$50,000	2025
Revised Total One-Time Included in 2025 Budget	\$680,000	
Sustainability Action Plan – 5-year update	<u>\$200,000</u>	2026
Total One-Time Included in 2026 Budget	\$200,000	



# Equity, Diversity, and Inclusion

## Events

- 21+ EDI focused events

## Social Media/Story Telling

- Regular research, stories, and posts
- Frequently covered in museum newsletter

## Accessibility

- ADA Transition Plan
- Pavement
- Trails
- Digital (website)
- Translation
- Virtual Council Meetings
- Sensory kits for neurodiverse accessibility

## Engagement

- Intentional engagement to reach all of Louisville

## Policy Considerations

- Housing
- EDI lens for 2025 Priorities

## Internal

- Policies and Procedures
- In hiring practices
- Training

## Training

- Boards & Commissions
- Council
- Staff

## Support

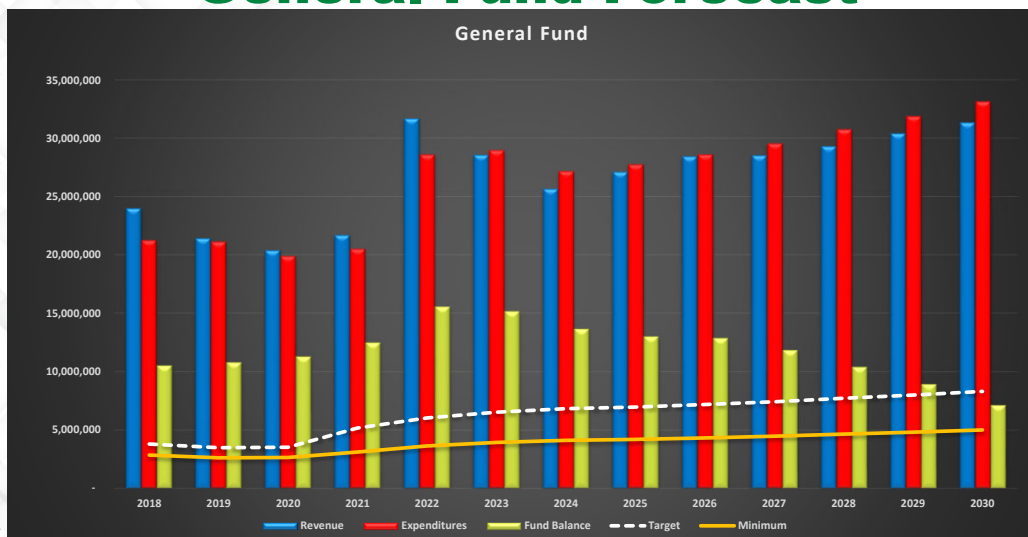
- Non-Profit Grants
- Utility Assistance
- Community Resources

## Other

- Costume Exchange
- Senior Center
- Flags
- Proclamations
- Equity in how we plan and implement city services to reach as much of the city as possible

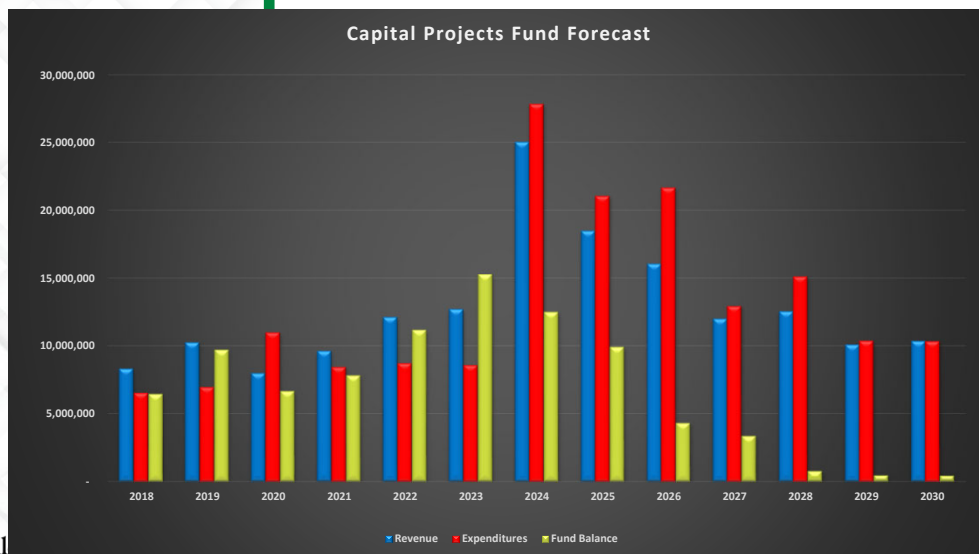


# General Fund Forecast

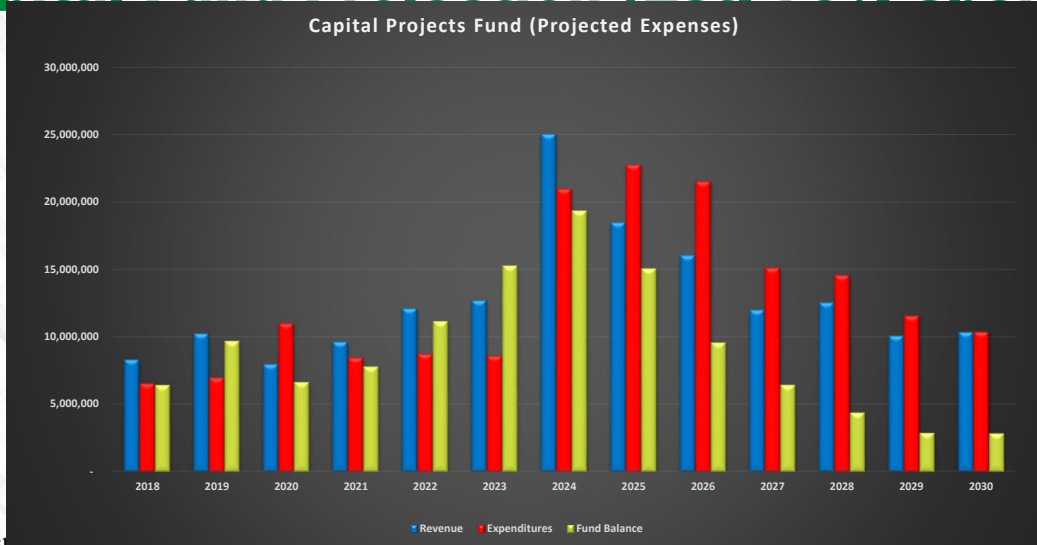


## Other Long Term Financial Forecasts

## Capital Fund Forecast

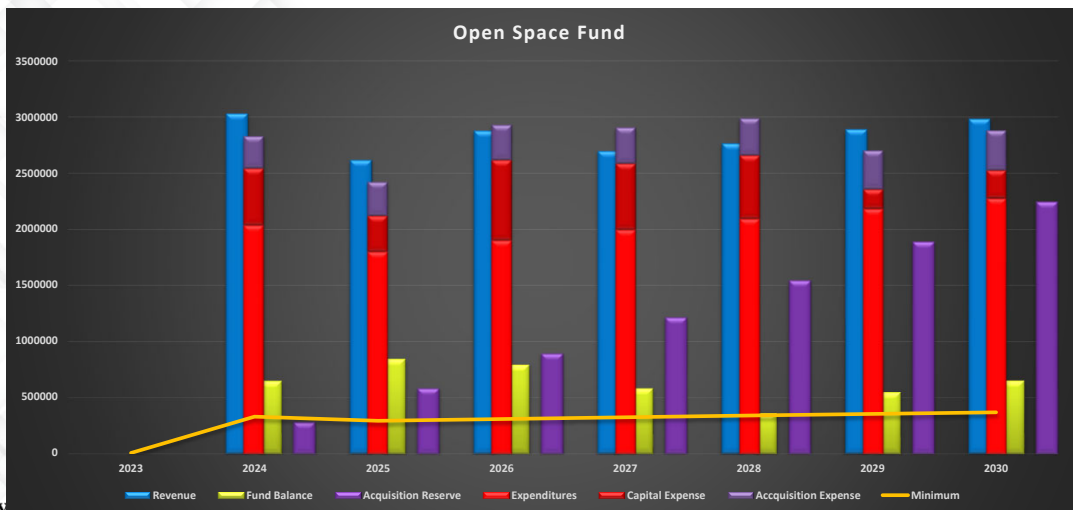


# Capital Fund Projection (Est. 75% spend)



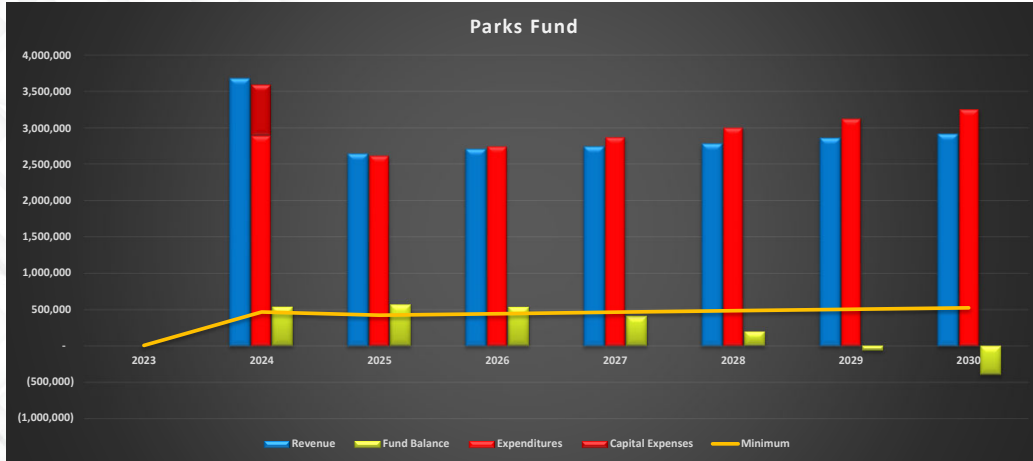
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# Open Space Fund Forecast



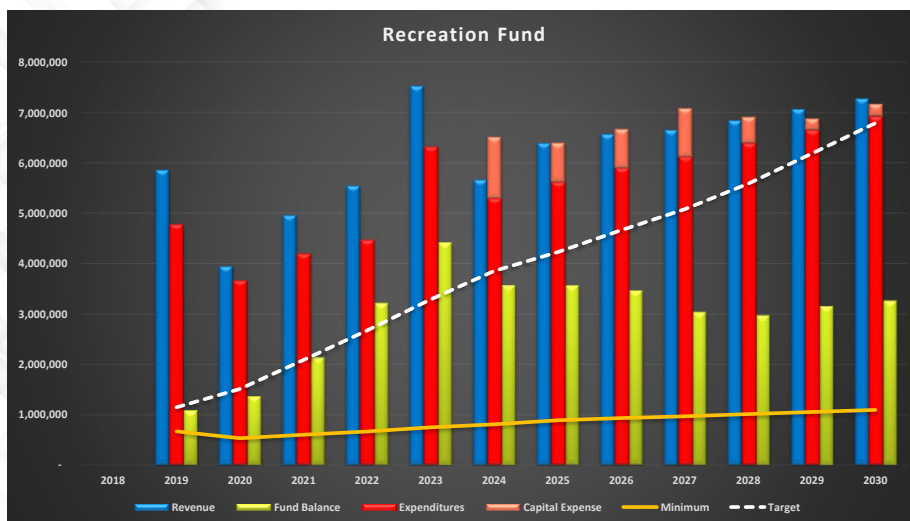
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# Park Fund Forecast



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# Recreation Fund Forecast

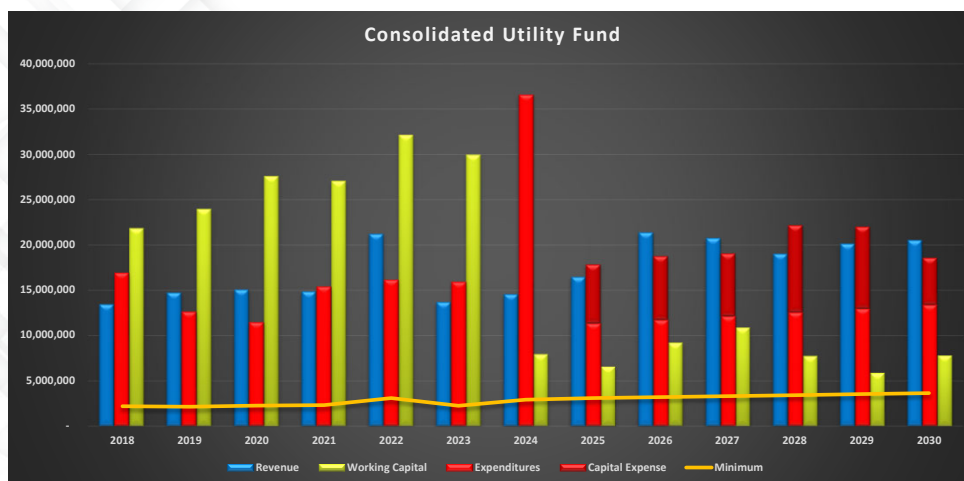


## Recreation Fund – Direction Sought

- Recently Staff has received renewed interest in extending Zoom Fitness programming at the Recreation Center
- Cost estimated to upgrade two studios is ~\$80K
- Project Form with details has been attached to today’s materials
  - Serves ~138 unique attendees (not all residents, may also attend in-person)
  - Only City in region still offering
  - Offer ~25 hybrid classes per week
  - Equipment must be updated to continue

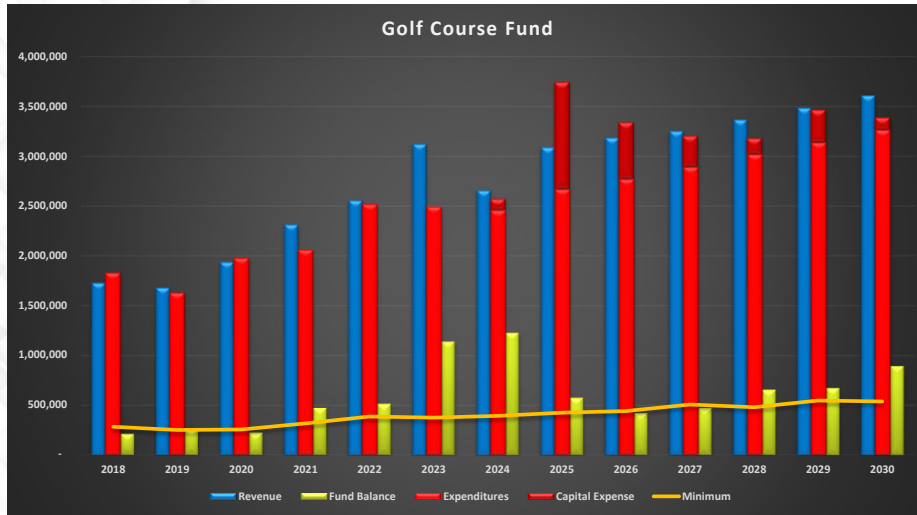
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## Consolidated Utility Fund Forecast



Slide is unchanged from Sept 19<sup>th</sup> and 24<sup>th</sup> Presentations

## Golf Fund Forecast



## 2025-2030 Recommended Capital Improvements Program





## Capital Projects Summary

- CMO, Department and Finance Staff collaborated to create a viable 2025-2030 CIP Plan
- Maintenance of existing City Assets and Decarbonization Projects were prioritized
- Grant funding was maximized to best leverage City funds
- Marshall Fire impacted roads are incorporated into the on-going pavement program
- Refined Parks Capital Requests incorporated into Capital Projects Fund
- Shifted vehicle replacements to Capital Projects Fund

## 2025 - 2030 CIP – Recommended

### All Funds

Fund Description	2025 Planned	2026 Planned	2027 Planned	2028 Planned	2029 Planned	2030 Planned	6-Year Totals
Open Space Fund	320,000	715,000	589,000	565,000	175,000	250,000	2,614,000
Conservation Trust - Lottery Fund	300,000	205,500	218,000	200,000	230,500	362,500	1,516,500
Cemetery Fund	16,000	18,500	122,500	24,500	25,000	25,500	232,000
PEG Fee Fund	20,000	20,000	10,000	10,000	10,000	10,000	80,000
Historic Preservation Fund	15,000	256,450	-	-	-	-	271,450
Recreation Fund	779,900	774,736	959,500	518,100	230,000	247,000	3,509,236
Capital Projects Fund	20,419,426	21,040,444	12,246,892	14,399,108	9,632,198	9,576,402	87,314,469
Water Utility Fund	5,334,849	5,233,950	5,889,650	7,504,550	7,927,500	3,614,500	35,504,999
Wastewater Utility Fund	757,693	662,000	1,065,500	1,454,500	997,500	875,500	5,812,693
Storm Water Utility Fund	414,600	1,150,000	-	672,500	64,751	706,500	3,008,351
Golf Course Fund	1,074,915	567,616	313,355	162,364	327,000	125,000	2,570,250
Technology Management Fund	142,550	142,550	142,550	142,550	142,550	142,550	855,300
Fleet Management Fund	169,200	-	-	-	-	-	169,200
<b>Total for All Funds</b>	<b>29,764,133</b>	<b>30,786,746</b>	<b>21,556,947</b>	<b>25,653,172</b>	<b>19,761,999</b>	<b>15,935,452</b>	<b>143,458,448</b>

## 2025- 2030 CIP - Highlighted Projects

- Pavement Maintenance (\$32.3M)
- Decarb for City facilities (\$11.2M)
  - Includes Solar at Rec Center, City Services, Library, and Police/Court
- South Street Underpass (\$10.3M)
- Downtown Vision Plan (\$9.0M)
- Windy Gap Reservoir (\$7.4M)
- Water Treatment Plant Decarb (\$3.4M)
- Medians (\$2.1M)
- Affordable Housing (\$2M)
- Via Appia Ped Imprv. (\$650K)
- Centennial Tennis Court Renovations (\$525K)
- Golf Maintenance Storage Building (\$400K)
- Golf Pond Liner (Hole #11, \$310K)
- Golf Carts (\$270K)
- Inline Skating Rink Pickleball conversion (\$200K)

## CIP Updates - Post Sept 24th Finance Committee Meeting

- Via Appia Pedestrian Safety was added back to 2025 and 2026 (\$650K)
- Park Projects refined (<\$575K>)
  - Par Course was shifted to the unfunded list
  - Volleyball to Pickleball conversion shifted to the unfunded list
  - Refined MU Fields Cleo Mudrock
  - Refined Cemetery Long Term Plan (Cemetery Fund)
- Recreation Fund
  - Studio Upgrades – Hybrid Fitness Classes (\$80K) –Pending Council decision
- Affordable Housing – \$2M maintained

# City Council – 2025/26 - Recommended Budget Presentation

Thank you. Staff is available to answer questions.

## Six-Year (2025-2030) Capital Improvement Plan Request Form for Capital Equipment or Capital Project

### Identification and Funding Source

Is this a new or existing CIP?	<b>New</b>	Is this grant funded?	<b>No</b>
Project Name:	<u>Studio Upgrades for Hybrid Fitness Classes</u>	Submitted By:	<u>Parks &amp; Recreation</u> Version: _____
Program(s):	Sub-Program(s):	Funding Source(s):	Percent
<u>Recreation</u>	<u>Adult Activities</u>	<u>Recreation Center Fund</u>	<u>100%</u>
			<b>100%</b>

### Estimated Cash Flow Schedule

Equipment or Project Costs	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Six-Year Total
Land Acquisition	-	-	-	-	-	-	-
Design & Engineering	-	-	-	-	-	-	-
Other Prof Services	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Other Equip/Project Costs	-	-	-	-	-	-	-
Capital Equipment Purch	80,000	-	-	-	-	-	80,000
Contingency	-	-	-	-	-	-	-
<b>Total Costs (Gross)</b>	80,000	-	-	-	-	-	80,000
Grants or Other	-	-	-	-	-	-	-
Off-Setting Revenue	-	-	-	-	-	-	-
Impact to Annual Maint/Operating Costs	-	-	-	-	-	-	-

### Description and Justification



Credit: NY Times

#### Description & Proposed Funding:

**Equipment/Project Description:**  
 This budget will be used for renovations and technology upgrades to two fitness studios to accommodate the delivery of hybrid in-person / online fitness classes.

**Project revenue or grants that will support the project and the impacts to the operating budget:**  
 Hybrid classes require a Recreation & Senior Center membership pass. The adult fitness classes receive \$2/person/class from membership revenue to adult fitness revenue. The operating budget will be impacted by on-going costs for maintaining equipment and software licensing.

**Reference to Plan being implemented (i.e., Master Plan):**  
 N/A

#### Justification and Alignment with Program/Sub-Program Goals & Key Performance Indicators:

Studio renovation to enable hybrid instruction supports the Recreation program goal of promoting the physical, mental and social well-being of residents and visitors through a broad range of high-quality, reasonably priced recreation and leisure activities for people of all ages, interests and ability levels.

Department Priority Ranking: Medium                      Request Number: (Finance Use)

**SUBJECT:**           **ORDINANCE NO. 1882, SERIES 2024, AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD – 2<sup>ND</sup> READING PUBLIC HEARING (advertised *Daily Camera* 9/8/24)**

**DATE:**               **OCTOBER 1, 2024**

**PRESENTED BY:** **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

**SUMMARY:**

The attached ordinance creates a formal process for the Parks and Public Landscaping Advisory Board (PPLAB) and revises the process for the Open Space Advisory Board (OSAB) to review development applications as part of the quasi-judicial land use review process. The ordinance clarifies the types of applications to be reviewed, the scope of review by each board, and criteria for review.

**BACKGROUND:**

[Louisville Municipal Code \(LMC\) Sec. 4.02.040.D.](#) outlines a formal development review role for OSAB, in which they are asked to review any land use case that is adjacent to or materially impacting open space. This review is done during the staff review and referral process, and the code does not make clear if OSAB is to make a formal recommendation to Planning Commission and City Council or if they are only informing the staff review during the referral process. The code also does not make clear the scope of review or the criteria OSAB is reviewing the proposal against.

PPLAB has no formal role in the development review process spelled out in the LMC. However, due to OSAB's formal role, PPLAB has been included in development review of some land use applications, following the process set for OSAB.

These review processes for OSAB and PPLAB have changed over time, including the formality of the review and deliverable from each Board, due to the ambiguity in the code or lack of code to guide the process.

**ANALYSIS:**

The review processes and criteria included in the proposed ordinance will clarify the role of each board in land use application review. The ordinance specifies the types of land use applications each board will review and the elements of those applications that they will review matching their defined scope and purpose as an advisory board to City Council. Because each board is acting in a quasi-judicial capacity when making a recommendation on a site-specific land use case, the ordinance ensures due process requirements are met and relevant and applicable criteria are considered. The

**SUBJECT: ORDINANCE 1882, SERIES 2024**

**DATE: OCTOBER 1, 2024**

**PAGE 2 OF 3**

procedures include formal public notice for the review hearings by each board and adoption of a resolution outlining their findings and recommendations to the Planning Commission and City Council.

Including this formal review step will add additional process and could add a month or more of additional time to the review of applicable land use applications. However, if the Council desires that each of these boards provide recommendations on land use applications, staff recommends that the formal hearing procedures be considered in order to meet legal requirements and best practice standards for quasi-judicial land use review.

**OSAB AND PPLAB REVIEW OF ORDINANCE:**

Both OSAB and PPLAB reviewed the draft ordinance and each recommends approval. Each board requested amendments to the draft, all of which have been incorporated in the draft presented to Council (see Attachment Nos. 2 and 3 for meeting minutes).

**PUBLIC COMMENTS:**

No public comments have been received.

**FISCAL IMPACT:**

Staff does not anticipate a direct fiscal impact to the City from the adoption of this ordinance, but notes that implementation of the ordinance during the land use review process will take additional staff time and resources to complete.

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 1882, Series 2024.

**ATTACHMENTS:**

1. Ordinance 1882, Series 2024
2. June 5, 2024 PPLAB Meeting Minutes
3. July 10, 2024 OSAB Meeting Minutes
4. Staff Presentation











**SUBJECT: ORDINANCE 1882, SERIES 2024**

**DATE: OCTOBER 1, 2024**

**PAGE 3 OF 3**

**STRATEGIC PLAN IMPACT:**

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

**ORDINANCE NO. 1882  
SERIES 2024**

**AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND  
4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE  
ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY  
BOARD**

**WHEREAS**, the City previously created and established an Open Space Advisory Board (OSAB) and a Parks and Public Landscaping Advisory Board (PPLAB), which serve in an advisory capacity to the City Council; and

**WHEREAS**, City Council desires to formalize and clarify the quasi-judicial roles and responsibilities of the OSAB and PPLAB with respect to land development application review.

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

**Section 1.** Chapter 2.20 of the Louisville Municipal Code is hereby amended by the addition of a new Section 2.20.080 to read as follows:

**Chapter 2.20  
Boards and Commissions**

**Sec. 2.20.080. Parks and Public Landscaping Advisory Board.**

A. There is created and established a Parks and Public Landscaping Advisory Board for the City.

B. The Board shall consist of seven members, each of whom shall be appointed by the City Council. The qualifications, terms, and other matters respecting membership of the Board shall be set by City Council resolution.

C. The members of the Board shall serve in an advisory capacity to City Council, and shall have principal responsibility for matters related to parks and public landscaping. The powers, duties and responsibilities of the Board shall be set forth in this section and by City Council resolution.

D. Development application review.

1. The Board shall review:

a. Preliminary and final subdivision plats and general development plans that include public use

dedications or cash in lieu of public use dedications pursuant to Section 16.16.160 of the Code or public.

b. Land development applications that include, public parks or public streetscape landscaping in new development.

2. The intent of the Board's review is to advise the Planning Commission and City Council on those parts of the land development application related to:

a. Park development within the project boundaries, including the preferred locations for parks and whether the application meets the criteria for park development set forth in the City Code, Comprehensive Plan, and other City-adopted policies;

c. Infrastructure or improvements relating to parks;  
and

d. If the application does not include a park dedication, the Board may recommend that the application be revised to include a park element.

3. The Board shall conduct a public hearing in connection with its review of land development applications. Public notice shall be provided in accordance with Sections 16.04.070 of the Code. The Board shall act as a quasi-judicial body in the conduct of the hearing.

4. After the public hearing is concluded, the Board shall adopt a resolution making findings concerning the matters set forth in this Section and recommending approval, approval with conditions or denial of the application.

**Section 2.** Section 4.02.040.D of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken thorough~~):

**Sec. 4.02.040. Ongoing duties.**

D. The board shall provide ~~comments~~ recommendations to the Council and/or Planning Commission on development applications as provided in Section 4.02.050. The City Manager or designee may also refer any development applications found to materially impact open space lands

~~to the board for recommendation to the Council and/or Planning Commission. proposals for land immediately adjacent to, or materially impacting, open space lands providing the comments are provided during the standard referral timeliness established for the city's development processes. Staff will coordinate providing the board with information on pending issues to provide the board a timely opportunity to provide such comments as part of the established planning process.~~

**Section 3.** Chapter 4.02 of the Louisville Municipal Code is hereby amended by the addition of a new Section 4.02.050 to read as follows:

**Chapter 4.02**  
**Citizens Open Space Advisory Board**

**Sec. 4.02.050. Development application review.**

A. The Board shall review development applications that include proposals for public use dedications, cash in lieu of public use dedications, or public or private common open space. Specifically, the Board shall review:

1. Preliminary and final subdivision and general development plans plats that include public use dedications or cash in lieu of public use dedications pursuant to Section 16.16.160 of the Code.
2. Preliminary and final PUD applications that include a proposal for open space pursuant to Section 17.28.080 of the Code.
3. Preliminary and final PUD applications that include a proposal for open space as part of a waiver request pursuant to Section 17.28.110 of the Code.

B. The intent of the Board's review is to advise the Planning Commission and City Council on those parts of the land development application related to:

1. Open space dedication and planning within the project boundaries, including the preferred locations for open space and whether the application meets the criteria for open space development set forth in the Charter, City Code and other City-adopted policies;
2. Development of trails and trail connections;
3. Land management standards and landscaping for

private common open space;

4. Infrastructure or improvements relating to open space;  
and

5. If the application does not include an open space dedication, the Board may recommend that the application be revised to include an open space element.

C. The Board shall conduct a public hearing in connection with its review of land development applications. Public notice shall be provided in accordance with Sections 16.04.070 and 17.04.070 of the Code. The Board shall act as a quasi-judicial body in the conduct of the hearing.

D. After the public hearing is concluded, the Board shall adopt a resolution making findings concerning the matters set forth in this Section and recommending approval, approval with conditions or denial of the application.

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

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

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

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 3<sup>rd</sup> day of September 2024.

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Christopher M. Leh, Mayor

ATTEST:

\_\_\_\_\_  
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelly PC, City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Christopher M. Leh, Mayor

ATTEST:

\_\_\_\_\_  
Genny Kline, Interim City Clerk



# ***Parks & Public Landscaping Advisory Board***

## ***Minutes***

**June 5, 2024  
Library Meeting Room  
951 Spruce Street  
6:30 PM**

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

- You can call in to **+1 408 638 0968 or 833 548 0282 (Toll Free)**, Webinar ID # 885 1622 9475
- You can log in via your computer. Please visit the City's website here to link to the meeting: [www.louisvilleco.gov/pplab](http://www.louisvilleco.gov/pplab)

*The Board will accommodate public comments during the meeting. Anyone may also email comments to the Board prior to the meeting at [AMcneal@LouisvilleCO.gov](mailto:AMcneal@LouisvilleCO.gov).*

### **I. Call to Order**

Meeting Called to order by Chair Cynthia Corne at 6:30 PM

### **II. Roll Call**

#### Present

Cynthia Corne, Chair  
Ellen Toon, Vice Chair - absent  
Shannon Mihaly, Co-Secretary  
Patricia Rogers, Co-Secretary  
Jody Ash  
Signe Buck  
John Webb - remote

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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 at 303 335-4536 or [MeredythM@LouisvilleCO.gov](mailto:MeredythM@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, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574.

Abby McNeal, Parks Superintendent - remote

Staff members

Iris Belensky - Arts and Events Program Manager

Sharon Nemechek - Director of Cultural Services

Rob Zuccaro - community development director

Community Members:

Tim Stalker - Louisville Resident

Tamar Krantz - Louisville Resident

**III. Approval of Agenda**

Switch the order of agenda items 8 and 11 for the benefit of City Staff who are attending the meeting on 6/5/24, approved

**IV. Approval of Minutes**

Approved

**V. Public Comments on Items Not on the Agenda**

None

**VI. Public Art Process and Public Spaces**

(from Public Art Policy presentation, on page 19 and again on page 31 of the June meeting packet )

For the City of Louisville, public art is managed by arts and special events program manager with advice and guidance from the cultural advisory board.

Guiding principles:

- Compatible with the immediate environment
- Representation of a broad variety of taste within the community
- Diversity of thought and expression
- Variety of subjects,
- Appropriateness for all ages

Selection values for Louisville:

- Designed for Louisville
- High level of skill
- Craftsmanship and creativity
- Celebrates a variety of Colorado artists
- Durable materials appropriate to the proposed site
- Meaningful to the community
- Diversity of thought

- Subject matter is appropriate for all ages

Site selection values:

- Geographically dispersed
- Supports economic development and revitalization efforts
- Encourages exploration and discovery throughout Louisville
- Placemaking and opportunities for art to create community
- Accessible to all, easy pedestrian access

Reference to planned pet memorial for Louisville

Conclusion of the formal presentation by staff: No public comments

PPLAB questions and comments:

Signe Buck: Do we have a lot of artists in Louisville?

Sharon: Loveland has a lot of sculptors. Recent pollinator mural was done by Louisville artists.

Signe Buck: How do you announce that you are looking for artwork proposals?

Sharon Nemechek and Iris Belensky: City announces call for entries and national call, in newsletter and other city comms resources, goal is to have a lot of options

Cynthia Corne: Public Art installations are an opportunity to create community - parks are good for mental health, reference storybook display through Community Park. Idea to create many locations throughout the city, places to pause.

Iris Belensky described the Selection Process

Selection process:

- Open invitational call for entry will be issued, this is really a request for proposals
- Prior to referring a work to the board, the PM will evaluate works proposed for donation or purchase.
- May assemble a jury of community members to evaluate the work. Public notice prior to installation of a work of public art - 15 days of notification required.
- Notification and sign with description is posted describing time and place of board meeting how to submit public comments
- Generally, few public comments are submitted.
- \$25,000 a year for public art - generally small pieces

Patricia Rogers: What is the lifecycle before starting the process of public notice?

Sharon Nemechek : Yes, there would need to be a budget request for something large, 1- or 2-year lead time.

Shannon Mihaly: When you have an RFP which you put out, are you handling more than one request at a time? Do you know what the cost will be?

The Cultural Board will advise on whether to approve the work of art for installation and display in the public place. The PM will issue a final written decision. Decision considered final unless City council choose to review the decision within 45 days.

Sharon Nemechek: Practice is for council to approve by “consent agenda”. We generally pay artists at time of commission and when art is finalized.

Why Deaccession a piece of artwork? The need or purpose has changed. Inform artist who has right of first refusal to purchase it back.

Signe Buck: comment on photo in the presentation of birds on a wall, that this mural is very popular (Kestrel at the underpass), located at underpass at Monarch High School. Underpasses get a lot of use in Louisville due to cyclists.

Cynthia Corne: At the downtown vision planning meeting it was a suggestion from the public selfie spot , interactive pieces, sculpture recognizing the resilience of the citizens of Louisville.

Signe Buck: Is it correct that there is not much graffiti in Louisville?

Abby McNeal: discussed how her team takes care of vandalism and graffiti quickly

## **VII. Quasi-Judicial Role- ordinance review**

Cynthia Corne: We will go through Rob’s presentation and then ask for public comment and then the board will discuss.

Presentation of draft ordinance by Rob Zuccaro begins on page 25 of the PPLAB June meeting packet.

There has been discussion over the last few years by the City Council to review the roles of OSAB and PPLAB and provide clarification on their function when reviewing the development process.

When there is private development and a board is appointed, then that board has a quasi-judicial role, this points to a need to formalize the role, if any, for PPLAB and OSAB,

We will review the draft ordinance tonight.

There are several stages ahead of us for the Red Tail Ridge project in particular:

- The private property must be zoned
- Subdivide the properties into developable properties
- Put in infrastructure.
- Public purpose dedication of lots

(Reference to North End development , public land dedication example: 15% of residential must be made into public land. For commercial use 12% must be public land. PUDs - planned unit developments

Rob Zuccaro: PPLAB's role to advise city council on parts of the land development application related to park development and preferred locations for parks and whether it meets our park criteria.

- Parks
- Trails and trail connection
- Infrastructure to improvement relating to parks
- Public hearing with public notice about to include public comment
- Clarify that this relates to general development plans

Tim Stalker, Louisville resident: PPLAB could even recommend that a park not be developed?

Tim Stalker, Louisville resident: If a park is identified, who builds it? The city or the developer?

Shannon Mihaly: Does this process apply to Red Tail Ridge and possibly the CU-Boulder purchase of old Cinebarre building?

Rob Zuccaro: CU is a state agency, exempt from local zoning standards

Tim Stalker: Does the PPLAB vote?

Rob Zuccaro: Could vote on a resolution as voice of the board. As a quasi-judicial board will get training from city attorney and staff, restricted from talking to the public about projects outside of public meetings.

Cynthia Corne: A gray area relating to Red Tail Ridge project, since a memo from October 2023 seemed to indicate that PPLAB was not quasi-judicial.

Rob: (clarified) When a board makes a comment on private development, it becomes a quasi-judicial action. We are proposing a change to the code so that PPLAB will have a formalized quasi-judicial role. Our current bylaws still stand

Cynthia Corne: Clarifying question: Is it correct that PPLAB should review GDPs, OSAB should review PUDs?

Rob Zuccaro: PPLAB will review any development that includes public street landscaping.

Cynthia Corne: Who reviews and provides input on accessibility?? PPLAB does review accessibility within park design? Who reviews sidewalk accessibility? Public Works is establishing new minimum standards on sidewalks

Rob Zuccaro: If you are going to make recommendations to City Council, it is helpful if you can refer to plans such as GMMP or comprehensive plan

Rob Zuccaro will include reference to Comp Plan in D revised draft ordinance.

Cynthia (to the board): this is a big change.

Rob Zuccaro suggested PPLAB could make a motion or affirm the draft motion.

John Webb on the phone - what protects members of the board from liability?

Cynthia Corne: PPLAB can make a qualified statement, or memo which can be provided to board and other city for internal communication.

Rob Zuccaro will present the ordinance to council  
Plan is for PPLAB to draft a statement affirming this motion and give memo to Abby McNeal by Monday June 10, 2024.

Shannon Mihaly: What is the driver for this?

Rob Zuccaro: You can't have a non-quasi-judicial role and be issuing opinions on development.

Draft Memo:

*At our meeting on Weds 6/5/24, the PPLAB unanimously approved the draft ordinance as written with the provision that some clarification be made regarding civil liability for actions or comments as advisory board members.*

Rob Zuccaro will make two updates to the draft ordinance because of the conversation in this meeting:

Notes:

Section 1a - add General Development Plan

Section 2a - add Comprehensive Plan

This motion was unanimously approved and emailed to Abby McNeal on 6/6/24.

### **VIII. Staff Updates**

Question from citizens attending Rob Zuccaro and PPLAB considering this quasi-judicial conversation: At what point is it appropriate for PPLAB to comment on Red Tail Ridge planned development?

- Metro district is responsible for receiving public input to parks
- Private owned park with public access
- In a large development, City of Louisville will have to expand city services

Abby McNeal provides staff update:

- Annuals and Perennials planted, removed turf grass next to City Hall
- Working with Arts team on sculpture
- One of three municipalities where youth will come in and learn about tree canopy, planted sixteen new trees at the Sports Complex.
- Chris Lichty - Forester provided a written update, specifically on ash trees (p 30 of PPLAB packet)

Discussion returns to the Red Tail Ridge discussion

Tamar Krantz: A tree survey was done on Red Tail Ridge - part of a subdivision plat



Cynthia Corne : PPLAB received an update in May from Brian, PPLAB can consult on forestry. We asked can the trees on public lands be a part of the review process.

Tamar Krantz: Regarding the grading of the lot - could RTR begin grading as early as June?

Can PPLAB request a prairie dog management plan, and request that the developer not use rodenticides, to not injure raptors ?

John Webb: The bulk of the land is private property so it's not clear that PPLAB can make recommendations on their land use at this time.

Discussion on whether it is appropriate for PPLAB to request or recommend that areas planned to be parks retain existing mature trees. The metro district is maintaining the public landscaping  
Through construction document review, there may be a role for PPLAB to comment on construction documents. Public right of way landscaping could review these documents.

Tim Stalker: Do we know when the grading phase is scheduled to begin?

Rob Zuccaro: Their stormwater plan has a schedule; their rights include permission to grade property prior to presenting their subdivision plans.

Tim Stalker: It is a high priority to community members to retain natural prairie landscaping

Decision is for PPLAB to provide input to the Parks Department which will be submitted on the Red Tail Ridge Construction Drawing. PPLAB requests that Abby McNeal shares this input with the rest of staff as input to planning documents:

*As PPLAB, in consideration of our role advising on landscaping of streets, public areas, city parks and park operations, would like to recommend (based on consistent community members input) that mature trees are considered to be retained for the purposes of preserving wildlife and local ecosystem and native prairie vegetation. Consistent community input on parks and open space is to keep public spaces as natural as possible and retain mature trees whenever possible. We also ask that you keep in mind the community values of humane relocation of wildlife and minimal grading."*

Approved by PPLAB unanimously and sent to Abby McNeal via email on 6/6/24.

#### **IX. PPLAB 2024 Work Plan Item- McCaslin Signage**

- Preliminary Definition of Success/ outcomes for Work Plan item
- Review map areas – US 36/ McCaslin east to Dillon Road

Cynthia gave an overview of this workplan item: We will need to request that this be made a priority for 2025. We would like to see freeway signage indicating where hotels, downtown area and restaurants are located off 36.

Rob Zuccaro, there was recent sign off on a street and city wayfinding plan for the downtown area.

Cynthia Corne: It would be a good addition to add Tree city USA and Bee City USA, signage on McCaslin. It would help integrate the western and eastern sides of town. Could PPLAB make recommendations about street signage as part of our workplan? What is a successful outcome for this workplan item?

Cynthia Corne Request of Abby McNeal: What are the sign options for Bee City and Tree City? Could you get some details for our Aug meeting?

It's within our purview to get more information about signage off McCaslin exit, also a recommendation to staff to collaborate with community development on a workplan item. To bring in small town character to signage and landscaping.

## **X. Board Reports**

### **1. Outdoor Recreation**

Shannon- reviewed priorities tennis courts, multi-purpose fields, some discussion  
Next joint meeting of RAB and PPLAB is Monday June 10th at 530 pm

### **2. Bee City - John Webb**

Garden Tour for second weekend in July - multiple submittals  
Art Contest- about 20 entrants, gift cards for Sweet Cow \$5 per entrant  
Picture what this could look like

## **XI. 2024- Council work plan review- continuation**

1. In alignment with our objective to Improve collaboration and alignment between PPLAB and Council – we're doing our part by reviewing the work plan. (Review Louisville City Council Work Plan – Medium Priorities revised 1/9/2)
2. Confirmed we are working on subjects which are in alignment.

## **XII. Discussion Items for Next Meeting**

1. July meeting - Cynthia suggested, move to zoom meeting all virtual or in a city office location on July 10th at 5pm. Must be approved by Meredith that we meet on July 10, 5 pm
2. Topics:
  - A. Minimal staff update
  - B. Board updates for Outdoor amenities
  - C. Finance - possible guest speaker, director Bailey attend to discuss 2C tax for 2025
  - D. Park reviews for Sunflower and Enclave Parks

## **XIII. Adjourn**

Adjourned at 9:10pm

**Open Space Advisory Board Meeting Minutes**

Wednesday, July 10, 2024, 7:00pm

Louisville Public Library, 1<sup>st</sup> Floor Meeting Room  
951 Spruce Street

1. **7:00 pm Call to Order**
2. **Roll Call**
  - Present: Andrew Dorsey, Brad Pugh, David Blankinship, Susan McEachern, Michiko Christiansen, Mark Poletti, Charles Danforth
  - Absent: Jessamine Fitzpatrick
  - Staff members: Ember Brignull, Adam Blackmore (phone)
  - Others: Rob Zuccaro, Director of Community Development, Bryon Weber, Parks Planning and Project Manager
3. **Approval of Agenda**
  - Motion: Mark
  - Second: Susan
  - Approved by all
4. **Approval of Minutes**
  - Motion: David
  - Second: Mark
  - Approved by all
5. **7:05 pm Public Comments on Items Not on the Agenda (5 minutes, more time as needed)**
  - Cathern Smith recommends that OSAB get advice, guidance, and counsel before quasi-judicial (QJ) meetings to make sure we are conducting meetings appropriately, etc. Rob says the city will likely provide this guidance as it has with other boards in the past. She also notes that she has been commenting on Redtail Ridge (RTR) in various forums for several years and is sad and concerned about the apparent lack of concern about wildlife by the city. Suggests other areas for connectivity at RTR that might be better for the prairie dogs.
  - Tamar Krantz suggests adding language to the QJ policy about land adjacent to open space and supports making language about OSAB's purview much broader. She also supports OSAB doing site visits at places like RTR. Suggests leaving one side of the pond at RTR undisturbed to create better wildlife habitat. Asked a question: is the planning commission or other body going to be looking at the trail maps or will this go directly to city council? She continues to be concerned about the use of rodenticide on the site. She would like to see the developer agree to not use it. Is there a way for the city to force the developer to do this?
6. **7:10 pm Staff Updates (5 Minutes)**
  - Juniper removal at Harper Lake per written updates
  - Trail count numbers per written updates

- Mark asks if they are also looking for animals? Ember says they are only counting human visitors.
- There is also technology available to track visitation and use patterns using cell phone pings, but that is not being used just yet.
- Michiko asks if the grant tiger team is looking at grants that can be used for this purpose? Ember says no but they could, and grants have been used for similar things in the past.
- Charles asks if foot or bike race participants are counted in these types of counts. If they pass a counter then they are counted but we can't single out their use.
- Susan asks if past RTR wildlife surveys are available and if so, can they be provided to OSAB? Rob said they were provided to OSAB in 2022 and can be found in public documents or in the OSAB packet from that time.
- David says he doesn't want the acquisition policy discussion to stall because the city manager is gone. Board seems to agree, and Ember will look into it and provide an update.
- Susan asks if Louisville rangers will have body cameras? Ember: They have worn them for the past two years.
- David asks what is going on at Hecla? Ember says it is a Public Works water line repair and should be completed soon and will require restoration. David asked for public notice, which Ember agreed to supply.

**7. 7:15 pm Board Updates (10 Minutes)**

- Charles asks about the date of the next meeting being listed as Aug 7th. Ember says it will be on August 14<sup>th</sup> in city hall.
- David:
  - Planning to attend a meeting with public works leadership on July 11th about communication and to give feedback.
  - Bike to Work Day went well. Spoke to ranger Brendon about e-bike and speed limits on trails. Ember says concerns have been relayed to city council and code enforcement. Rangers aren't allowed to "chase" and pursue citizens and speed limits are hard to enforce because speed is subjective (without equipment to read the speed) but can stop in an educational capacity.
  - Commented that the OWL worked well last month and sounded good.
  - Asked if there has been increased messaging about fire hardening with recent spot fires in the area?
  - Noted that at the end of a recent city council meeting, there seemed to be interest in considering cycling through board chairs and vice chairs.

**8. 7:25 pm Discussion Item: Quasi-Judicial Status Related to OSAB. Presented by: Rob Zuccaro, Director of Community Development (45 Minutes).**

- Review a Draft Ordinance Amending and Clarifying OSAB's Role Related to Quasi-Judicial (QJ) Matters
  - Rob gave an overview of the history of the QJ process and the need to refine the process to ensure it is legally appropriate and is consistent between OSAB and PPLAB. Worked with the city attorney to refine and clarify what we will review, when, and the necessity to give the public appropriate notice.
  - Need to understand zoning regulations and differences between different types of zoning documents and how these interact with development ordinances.
  - PPLAB review missed the general development plan, which will be corrected and added and amended to the OSAB section.
  - Noted that we want to review and get OSAB feedback to take to the council before a broader public review process.
  - Mark asks when the process starts? For example, when a developer comes to the city at what point does OSAB review and comment? Rob says it happens when the application goes in, and the developer presents its plan to OSAB.
  - Andy says he's comfortable with the QJ role that OSAB has. Says B.1 makes sense, but the other sections are more advisory and not QJ. How do you distinguish between the two? Rob says that is something that they want to clarify in this process.
  - Susan has comments about PPLAB's section. They are not responsible for trails and trails in park lands and treescapes. Rob says this will be corrected. Adam weighs in and confirms that is an error and they will be OSAB's responsibility.
  - Susan asks about civil liability for board members in a QJ role. Rob says the city attorney is looking into this and he believes there are protections for municipal employees and also, he believes, for board members.
  - David observes that when OSAB met with council in January they thought OSAB would function best in a QJ role, but that OSAB could vote to opt out of QJ role. Some members of council didn't realize OSAB had a QJ role with Redtail Ridge for example. Rob mentions that OSAB could vote to not have a QJ role at all.
  - David asks why paving, grading, etc. isn't listed in the OSAB QJ purview. Rob says that it is kept general intentionally but is captured in B.1. Uses the example of review criteria for subdivision development and our review criteria would be guided by the subdivision development criteria.
  - Susan asks about wildlife concerns. Rob says it isn't specifically mentioned in the documents but might be captured in the context of public land dedication discussions.
  - David suggests changes to the language in B.1 and says that "development" should be changed to something more comprehensive and applicable. Suggest "dedication and planning" and others seem to agree. Rob will consider changes.

- David asks if this meeting is going to replace our official QJ training. Rob says no and goes on to say that when in the QJ role you can only comment in public OSAB meetings. Shouldn't talk to neighbors about it, attend public open houses, attend other board meetings related to the subject, etc. If you don't feel like you have the appropriate information you need to ask for it and it will be provided if available. Reiterated that we shouldn't talk to neighbors or community members because of potential conflicts. Suggest neighbors or community members write a letter to OSAB so everyone has the same information.
- David asks what happens if OSAB's recommendation differs from staff recommendations. Rob says staff will note that there are differing options and opinions and those will be given to the council.
- Susan asks if the document that Ember provided as an example of how OSAB used to communicate with council is appropriate and Rob says that it wasn't and the minutes would serve that purpose in this case.
- Andy asks when OSAB reviews construction documents if that is QJ. Rob says it would be in an earlier stage of the process but later in the process it may not be QJ.
- Charles asks what the purpose of this is if the developer isn't here and we can't speak to the council. Rob says we're here to discuss changes to QJ ordinance and review the plat packet, so our recommendations are included in the final plat packet.
- Michiko asks about section 4.02.050. Suggests it should say 'should provide recommendations' instead of 'provide comments'. Board agrees and Rob will suggest the changes.
- Susan asks why so much of 4.02.040.D is being removed and suggests adding some of it to section B. Rob agrees that some of it should be added to section B, including adjacency language clarifications.
- Mark asks about B.1 and suggests clarifying the language to list specifically what OSAB's role and process will be. Ember says that is captured in D. Rob provides clarification.
- David asks Rob to clarify the difference between what happened in the 2022 meeting and how that relates to what has happened recently. Rob says anything related to the public dedication of trails, including OSAB recommendation for an underpass at RTR falls under QJ. Ember provides clarification and Rob redirects to emphasize that this discussion is only about changes to the QJ ordinance and the RTR discussion is a separate topic.
- Rob emphasizes that anything QJ will likely be in the form of a public meeting with appropriate notice, etc.
- David talks about the importance of OSAB doing site visits and asks why OSAB still isn't approved to do a site visit at RTR and can't get approval to do so now that we're not acting in a QJ role. Rob doesn't answer the question and says to defer to the city attorney. Rob reiterates that we are



supposed to be talking about the changes to the ordinance, not other matters related to RTR.

- Michiko thinks we need much more clarification about what falls under OSAB review (wildlife corridors, etc.). Rob says OSAB can comment on items like this when the land is dedicated. For example OSAB can suggest that other areas of the property are more appropriate, valuable, or useful to the community due to wildlife habitat, land characteristics, etc. and suggest that to council.
- Susan says we need to be careful about having language that is too specific. Andy agrees and is concerned the board will have too many QJ items.
- David mentions that for certain types of development all stakeholders within a certain distance of the development get notified of the activity. Can we do something like that here? Rob says possibly but with so many open space parcels near neighborhoods notices would likely be going out to all residents at one point or another.
- Andy moves to adopt proposed changes to the ordinance as outlined by Rob. Michiko seconds it and all approve. These changes will be reflected in the upcoming City Council meeting packet.

**9. 8:10 pm Action Item: Redtail Ridge Construction Drawings-Trails. Presented by Bryon Weber, PROS Project Manager (60 Minutes).**

- Bryon gives an overview of his July 2 memo.
- Board review of the eight comment items before it goes to Public Works.
- Charles comments that he likes the included maps.
- David raises the concern that our feedback will go to staff and then to public works but it's unclear when it goes to city council. Byron says council has already approved the preliminary plat so the grading permit can be approved at any time. Public Works has given OSAB another opportunity to provide comments before permits are offered. Rob clarifies that the grading permit is unique in that there is an agreement that they can start grading at any time based on preliminary plat approval. Developer is interested in starting early.
- Charles notes that he doesn't recall giving specific feedback about trail locations at the June 2022 meeting. Rob says there were detailed maps with trail locations presented and OSAB was asked specifically about trail locations. He's heard similar comments from others and recognizes there is some misconception and or miscommunication.
- David asks if OSAB feels it can make an informed recommendation without having done a site visit to RTR. Charles says he thinks it's too late and isn't necessary. Byron notes that these comments are due by July 16, 2024, so there simply isn't enough time even if a site visit was approved.
- Mark asks if some of the trails and paths are existing. Rob says no, everything on the map will be new.

- Michiko asks for clarification about what the green dotted line is? She's concerned the location will lead to more social trails. Rob provides information and background about why that trail location and surface type were chosen.
- Charles suggests adding a hard surface trail near where the sports complex has been rumored to be located and make the green dotted line trail a soft surface as people don't live in RTR and there won't be much foot traffic to/from school. Byron notes that no decision has been made about that area and adding a sports complex is far from certain as there are site constraints and it might not be needed given the proximity to the school, other fields, etc.
- Ember suggests we discuss and vote on the eight items in the interest of time.
- Susan and Bryon go through the items one at a time and take a vote
  - i. Yes: 6, No: 0, Abstain: 1 (Michiko)
  - ii. Yes: 0, No: 6, Abstain: 1 (Andy)
  - iii. Yes: 4, No: 3
  - iv. Yes: 7, No: 0
  - v. Yes: 7, No: 0
  - vi. Yes: 6, No: 1
  - vii. Yes: 6, No :1
  - viii. Yes: 4, No: 2 (Michiko had left the meeting for this and subsequent votes)
  - ix. Underpass at Rock Cress on west side of Northwest Parkway - Yes: 7, No: 0
  - x. Remove blue trail only: Yes: 4, No: 2
  - xi. Remove yellow trail: Yes: 6, No: 0
  - xii. Remove green and yellow trails: Yes: 2, No: 4
  - xiii. Support removing/delaying two trail segments that connect to parcel PUD 8
- Susan suggests the OSAB submit a memo urging the city to consider not using rodenticide as it's harmful to the environment, raptors that eat the affected prairie dogs, etc. and to urge the use of CO2 if prairie dog lethal removal is necessary.

**10. 9:10 pm Discussion Items for Next Meeting August 14<sup>th</sup>, 2024**

***The August meeting is tentatively scheduled to be hosted at City Hall, Spruce Meeting Room.***

**Possible Topics:**

- A. Strategies for Protecting Habitat, Steve Jones Wildlife Consultant (August)**
- B. Presentation by LOSA Citizen Group (August)**
- C. Parks, Recreation, and Open Space Long Term Planning Document Scope of Work Review (August)**
  - a. Tentative - might get moved to September
- D. Trails Long Term Planning Document Scope of Work Review (August)**
  - a. Tentative - might get moved to September
- E. E-Bikes (September)**
- F. Ranger updates (September)**

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**City of Louisville**

Parks Division 749 Main Street Louisville CO 80027  
303.335.4774 (phone) www.LouisvilleCO.gov

**G. Mosquito Control (September)**

11. **Adjourn 9:45pm**

# City Council Public Hearing

*October 1, 2024*

## **ORDINANCE NO. 1882, SERIES 2024**

**AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE  
CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL  
ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS  
AND PUBLIC LANDSCAPING ADVISORY BOARD**



## **Proposal**

- Clarifies Land Use Review Process for OSAB and PPLAB
- Specifies the Following:
  - ✓ The Types of Applications Each Board Will Review
  - ✓ The Scope of Review of Each Board
  - ✓ The Criteria for Review
- Provides for Formal Public Hearing and Public Notice to Ensure Procedural Due Process Requirements Met



## **Background**

- OSAB Currently Has Role to Review Land Use Applications Adjacent to or Materially Impacting Open Space
  - ✓ No Criterial or Scope of Review Provided
  - ✓ Lacking Clarity on Process and Role of Applicant or Public Hearing
- PPLAB Has No Formal Review Process Established in City Code
  - ✓ City Has Had Practice of Included PPLAB in Some Land Use Review Following OSAB Process

## **Analysis**

- If Council Desires OSAB and PPLAB Review of Land Use Applications, then the Proposal Provides Clear and Consistent Process for Each Board
- Adds Additional Process Requirements for Land Use Applicants, and Could Add to Overall Land Use Review Timeframes for Some Applications by a Month or More

## **OSAB and PPLAB Review**

- Each Board Reviewed the Draft Ordinance and Recommended Approval with Edits
- All Recommended Edits Incorporated into Council Draft

## **Staff Recommendation**

- Staff Recommends Approval



**SUBJECT: APPOINTMENT OF TWO COUNCILMEMBERS TO SERVE ON COMMITTEE TO REVIEW BOARD AND COMMISSION APPLICATIONS**

**DATE: OCTOBER 1, 2024**

**PRESENTED BY: MEREDYTH MUTH, INTERIM DEPUTY CITY MANAGER**

**SUMMARY:**

The annual application period for board and commission vacancies closes November 4. A Council Committee of two members will complete the initial review of the applications and then make a recommendation to the full City Council on November 19 regarding which applicants to appoint and/or which to interview. If needed, City Council will hold applicant interviews the evenings of December 9 and 10 at a Special City Council meeting. The Council will make the 2025 appointments to the various boards and commissions at the December 17 City Council meeting.

At the October 1 meeting the Council will need to appoint two members to the review committee as the first step in this process.

**FISCAL IMPACT:**

None at this time.

**PROGRAM/SUB-PROGRAM IMPACT:**

The Governance and Administration Subprogram's goal is to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration, and support. Annually appointing members of the public to serve on the City's various boards helps ensure that happens.









**RECOMMENDATION:**

Appoint two City Councilmembers to serve as a committee to review the 2025 board and commission applications and make a recommendation to City Council.

**ATTACHMENT(S):**

1. Initial draft list of 2025 board openings

**STRATEGIC PLAN IMPACT:**

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

## 2025 Board and Commission Vacancies

Appointee Names	Length of Term	
<b>Board of Adjustment</b>		<b>3</b>
	3 Years	January 2025 - December 2027
	2 Years	January 2025 - December 2026
<i>associate</i>	2 Years	January 2025 - December 2026
<b>Building Code Board of Appeals</b>		<b>3</b>
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
	1 Year	January 2025 - December 2025
<b>Culture Advisory Board</b>		<b>3</b>
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
<b>Historic Preservation Commission</b>		<b>2</b>
	3 Years	January 2025 - December 2027
	3 years	January 2025 - December 2027
<b>Historical Museum Advisory Board</b>		<b>2</b>
	4 Years	January 2025 - December 2028
	1 Year	January 2025 - December 2025
<b>Library Board of Trustees</b>		<b>2</b>
	4 Years	January 2025 - December 2028
	4 Years	January 2025 - December 2028
<b>Local Licensing Authority</b>		<b>3</b>
	4 Years	January 2025 - December 2028
	4 Years	January 2025 - December 2028
	3 Years	January 2025 - December 2027
<b>Open Space Advisory Board</b>		<b>4</b>
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
	1 Year	January 2025 - December 2025

## 2025 Board and Commission Vacancies

<b>Parks &amp; Public Landscaping Advisory Board</b>		<b>3</b>
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
<b>Recreation Advisory Board</b>		<b>2</b>
	3 Years	January 2025 - December 2027
	3 Years	January 2025 - December 2027
<b>Revitalization Commission</b>		<b>1</b>
	5 Years	January 2025 - December 2029
<b>Sustainability Advisory Board</b>		<b>1</b>
	1 Year	January 2025 - December 2025

*Vacant seats as of 9-23-24*