

City Council

Agenda

Tuesday, January 16, 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](http://www.louisvilleco.gov/council) to link to the meeting: www.louisvilleco.gov/council

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

1. CALL TO ORDER & ROLL CALL

2. APPROVAL OF AGENDA

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

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

4. CONSENT AGENDA

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

- A. Approval of Bills**
- B. Approval of Minutes: August 8, 2023; November 27, 2023; December 11-12, 2023; January 9, 2024**
- C. Approval of Purchase of Extreme Switch Hardware**
- D. Approval of Appointment to the Building Code Board of Appeals**

Citizen Information

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

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

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

- E. Approval of 2024 On Call Geographic Information System and Asset Management System Support Services Contract with Invision GIS, LLC
- F. Approval of Funding Strategy for 2023-2024 Playground Projects & Budget Amendment to Allocate Part of Denver Broncos Sale Proceeds

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

6. CITY MANAGER'S REPORT

7. REGULAR BUSINESS

A. RESOLUTION NO. 4, SERIES 2024 – A RESOLUTION APPROVING A PROPERTY TAX INCREMENT REBATE AGREEMENT WITH SCHLAGETER PROPERTIES, LLC PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE LOUISVILLE REVITALIZATION COMMISSION AND THE CITY OF LOUISVILLE

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

B. RESOLUTION NO. 3, SERIES 2024 – A RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT FOR THE INSTALLATION OF FIBER OPTIC CABLES AND CONDUIT WITHIN CITY RIGHTS-OF-WAY IN CONNECTION WITH THE INTREPID FIBER NETWORK – *continued from 1/2/24*

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

C. DISCUSSION/DIRECTION – REQUEST FOR CONSIDERATION OF A CLOSURE OF PORTIONS OF MAIN STREET IN DOWNTOWN LOUISVILLE

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

**D. DISCUSSION/DIRECTION – 2024 CITY OF LOUISVILLE
LEGISLATIVE AGENDA**

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

**E. DISCUSSION/DIRECTION – MUNICIPAL CAMPAIGN
FINANCE CHANGES**

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

8. CITY ATTORNEY’S REPORT

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

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CASH ACCOUNT: 001000 101001

WARRANT: 122123 12/21/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2296	AMANDA PERERA	MILEAGE 11/18/23 - 11/10/	190.76
14967	CLASSIC CABINETS & DESIGN LLC	50% DEPOSIT - GCM - New B	1,018.50
14967	CLASSIC CABINETS & DESIGN LLC	50% DEPOSIT - GCM - New B	2,524.15
6258	ENVIROTECH SERVICES INC	CUST #10327	3,750.50
6258	ENVIROTECH SERVICES INC	CUST #10327	3,734.90
6258	ENVIROTECH SERVICES INC	CUST #10327	3,736.20
6258	ENVIROTECH SERVICES INC	CUST #10327	3,799.90
6258	ENVIROTECH SERVICES INC	CUST #10327	3,733.60
6258	ENVIROTECH SERVICES INC	CUST #10327	3,690.70
6258	ENVIROTECH SERVICES INC	CUST #10327	3,723.20
6258	ENVIROTECH SERVICES INC	CUST #10327	3,746.60
6258	ENVIROTECH SERVICES INC	CUST #10327	2,635.10
14632	KRISTEN BODINE	MILEAGE 11/1/23 & 11/30/2	99.04
14097	L.A.W.S.	Tech #134Emergency Vehicl	30,087.64
7735	LINCOLN FINANCIAL GROUP	000010008469 JAN 2024 LIF	7,858.55
7735	LINCOLN FINANCIAL GROUP	000010008470 JAN 2024 LTD	4,723.41
7735	LINCOLN FINANCIAL GROUP	000400001000-26902 DEC 20	1,602.69
7735	LINCOLN FINANCIAL GROUP	B00000001696 DEC 2023 ACC	1,373.77
99999	SANDY ANDRETICH	MILEAGE 11/1/23 - 12/14/2	48.60
99999	SANDY ANDRETICH	MILEAGE 10/2/23 - 10/31/2	43.89
99999	JOHN GOTTSALK	UTILITY BILLING REFUND 28	10.00
99999	KEVIN ANTHONY	UTILITY BILLING REFUND 8	120.02
99999	DAWN SOAVE	MILEAGE 10/17/23 - 12/7/2	41.92
99999	STEWART KLEINMAN	REFUND LOUISVILLE REC CEN	116.00
99999	SHUE ENTERPRISES LLC	REFUND OVERPMT AUGUST 202	2,303.00
99999	ERICA ALEXANDER	REFUND LICENSE RENEWAL FO	25.00
13804	SIERRA NEVADA CORPORATION	REFUND CHECK SENT TO US I	27,627.00
8442	VISION SERVICE PLAN	12059727 JAN 2024 EMPLOYE	1,951.12
8442	VISION SERVICE PLAN	12059727 JAN 2024 EMPLOYE	1,478.57
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 12/14/23 -	3,868.75
30 INVOICES		WARRANT TOTAL	119,663.08

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CASH ACCOUNT: 001000	101001	WARRANT: 122223	12/22/2023
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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10301	COLORADO COMMUNITY SHARES	Payroll Run 1 - Warrant 1	450.00
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 1	173.53
=====			
2 INVOICES			WARRANT TOTAL
			623.53
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CASH ACCOUNT: 001000 101001

WARRANT: 123123C 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
9750	LEGALSHIELD	#22554 DEC 2023 EMPLOYEE	894.05
99999	KIANA FREEMAN	MILEAGE 12/4/23 - 12/30/2	71.53
99999	NATALEA COHEN	MILEAGE 12/1/23 - 12/30/2	24.37
99999	AMY ENKE	MILEAGE 8/1/23 - 12/19/23	123.14
99999	PIA GRIFFITH	MILEAGE 12/1/23 - 12/20/2	52.40
99999	SHARON NEMECHEK	BREAKFAST FOR LIBRARY OPE	356.27
99999	COURTNEY HOM	MILEAGE 10/18/23 - 12/20/	53.10
99999	PAIGE STONARD	MILEAGE 8/23/23 - 12/27/2	64.85
99999	REGINA E. BERRY	MILEAGE 10/6/23 - 12/18/2	76.64
99999	HELLY DUNCAN	REFUND LOUISVILLE REC CEN	173.00
99999	HARKIRAT SINGH	REFUND LOUISVILLE REC CEN	78.00
99999	MARK ZEMAN	REFUND LOUISVILLE REC CEN	372.00
99999	SHANNON SMITH	REFUND LOUISVILLE REC CEN	46.50
99999	LOUISVILLE TURKEY TROT INC.	REFUND FOR BCSO OFFICERS/	1,770.00
99999	ACADIA BIENER	WRONG DD (PP16, PP17, PP1	983.16
3370	PETTY CASH - JILL SIEWERT	REFUND PETTY CASH	46.86
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 12/21/23 -	3,403.75
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17 INVOICES			WARRANT TOTAL
			8,589.62
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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15751	303 SIGN COMPANY	SIGNAL BOX GRAPHICS	2,350.00
6866	4 RIVERS EQUIPMENT, LLC	ACCT #16511	56.02
13547	A G WASSENAAR INC	PROJ #231286F - 2023	200.00
13547	A G WASSENAAR INC	PROJ #233353F - 2023	1,704.00
190	ACE EQUIPMENT & SUPPLY CO	CUST CODE: LOUISVIL	525.00
190	ACE EQUIPMENT & SUPPLY CO	CUST CODE: LOUISVIL	2,146.00
190	ACE EQUIPMENT & SUPPLY CO	CUST CODE: LOUISVIL	375.00
12890	ADAMSON POLICE PRODUCTS	CUST #C0260 ORDER #C011	34.14
12890	ADAMSON POLICE PRODUCTS	ORDER #C0112931 CUST #C	1,625.00
12890	ADAMSON POLICE PRODUCTS	ORDER #C0114738 CUST #C	335.55
12890	ADAMSON POLICE PRODUCTS	ORDER #C0114866 CUST #C	151.38
12890	ADAMSON POLICE PRODUCTS	ORDER #C0114919 CUST #C	456.05
12890	ADAMSON POLICE PRODUCTS	ORDER #C0113794 CUST #C	1,028.00
14828	ADVANCED FIBER RESPONSE INC	NOV 2023 CREDIT CARD FEES	7,994.52
14828	ADVANCED FIBER RESPONSE INC	Middle Mile Fiber - Fiber	11,784.15
14828	ADVANCED FIBER RESPONSE INC	REPLACING JETLINE IN NEW	2,294.77
15333	AKILA ARUMUGAM	INDIAN RECIPE PRESENTATIO	200.00
14715	ALL TRAFFIC DATA SERVICES INC	PROJ #30465 - DAHLIA-POLK	6,500.00
15310	ALS ENVIRONMENTAL	WORK ORDER #23120751	350.00
15593	APPLIED CONCEPTS INC	2023 Message board traile	37,280.00
13556	AQUATIC CHEMICAL SOLUTIONS INC	UV WIPER MAINT KIT	1,056.59
12677	AT&T MOBILITY	ACCT #287324645522	511.89
13457	AUTO TRUCK GROUP LLC	CUST #1848 ORDER #20144	967.00
13457	AUTO TRUCK GROUP LLC	CUST #1848 ORDER #20145	967.00
10801	BADGER METER INC	DEC 2023	108.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	27.78
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	60.97
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	212.19
15255	GREEN LANDSCAPE SOLUTION	Aquarius parking lot resu	37,581.95
14282	BIBLIOTHECA LLC	CUST #C0000970-US	3,666.40
14251	BK TIRE INC	WORK ORDER #W-138102	443.68
14251	BK TIRE INC	EQUIPMENT TIRES FOR VEHIC	15.00
14251	BK TIRE INC	VEHICLE TIRES #6118	786.24

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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14730	BLUE 360 MEDIA LLC	CUST #B100105039510	3,619.71
14140	BLUE RIVER FORESTRY & TREE CAR	2105 EMPIRE RD 12/19/23	9,030.00
640	BOULDER COUNTY	DEC 2023 BOULDER COUNTY U	65,412.65
640	BOULDER COUNTY	2023 COORDINATED ELECTION	14,844.00
15204	BOULDER COUNTY PUBLIC WORKS	NOV 2023 GATE FEES	2,691.00
15609	BOX NINE DESIGN, LLC	WINTER 2023 NEWSLETTER	500.00
15547	BSN SPORTS LLC	CUST #12149101	1,091.34
15088	CARLISLE THOMPSON LLC	10/28/23 - 12/29/23 CONSU	828.75
248	CDW GOVERNMENT	ORDER #1CC1NYR	1,493.80
248	CDW GOVERNMENT	ORDER #1CC6NMZ	307.96
248	CDW GOVERNMENT	ORDER #1CC6YNY	1,310.48
248	CDW GOVERNMENT	ORDER #1CC0S1J	2,152.00
920	CEM SALES AND SERVICE INC	Pump motor replacements f	6,085.12
14036	CENTER COPY BOULDER INC	SNOW REMOVAL DOOR TAGS	294.49
14377	CERTIFIED LABORATORIES	CUST #400985	170.52
13964	CHANDLER ASSET MANAGEMENT	DEC 2023 ACCT #CITY OF L	3,167.74
15336	CHARLES ABBOTT ASSOCIATES, INC	DEC 2023 BUILDING INSPECT	19,702.50
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
4785	CINTAS CORPORATION #66	CUST #12522401	340.52
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
4785	CINTAS CORPORATION #66	CUST #12522401	320.75
15715	CLI SERVICES	New lights for Louisville	5,000.00
13260	CLIFTON LARSON ALLEN LLP	DEC 2023 ACCT #A509999	9,255.49
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	126.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - UPSTREAM MEALS - Q	237.60
1120	COLORADO ANALYTICAL LABORATORI	WWTP - EFFLUENT - MONTHLY	105.30
1120	COLORADO ANALYTICAL LABORATORI	WWTP - REG 85 MONTHLY	436.51
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - MONTHLY	324.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	126.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - SOLIDS - MONTHLY	240.00
1120	COLORADO ANALYTICAL LABORATORI	WWTP - INFLUENT - WEEKLY	126.00

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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15611	CONTROLOGY STUDIO LLC	DEC 2023 CONTROLOGY PIL	168.00
15414	CORA BRACHO-TROCONIS	DEC 2023 TAOST'N TINKER &	332.50
13162	CORE & MAIN LP	ACCT #103796	2,356.20
13162	CORE & MAIN LP	ACCT #103796	61.02
15304	CORONA ENVIRONMENTAL CONSULTIN	BILLING THROUGH 123123	1,417.50
13370	CRIBARI LAW FIRM, PC	NOV 2023 PROSECUTING ATTO	3,900.00
13370	CRIBARI LAW FIRM, PC	DEC 2023	4,069.00
15036	DAVID J. THROWER	DEC 2023 MUNICIPAL JUDGE	2,800.00
15149	DENALI WATER SOLUTIONS LLC	DEC 2023 CUST #1120056	3,223.10
15149	DENALI WATER SOLUTIONS LLC	DEC 2023 CUST #1120056	2,012.03
14835	EDGE CONTRACTING INC	REFUND HYDRANT METER RENT	2,200.00
6258	ENVIROTECH SERVICES INC	CUST #10327	3,963.64
6258	ENVIROTECH SERVICES INC	CUST #10327	3,949.42
6258	ENVIROTECH SERVICES INC	CUST #10327	3,561.02
6258	ENVIROTECH SERVICES INC	CUST #10327	2,831.17
12270	FASTENAL COMPANY	CUST #COBOU1062	69.46
12270	FASTENAL COMPANY	CUST #COBOU0780	94.44
14896	FASTSIGNS OF BROOMFIELD	Slow zone signs for Parks	3,084.86
13030	FJ TURNER COMPANY INC	Pavement Booster-equipmen	15,200.00
249	FLATIRONS INC	PROJ #80661 SERVICES THRO	1,800.00
15678	FONTUS BLUE, INC.	Decision Blue Program	20,000.00
15524	GARY H DUNLAP	HSA GRANT REIMBURSEMENT	16,533.00
6847	GENERAL AIR SERVICE & SUPPLY	ACCT #42580500 DEC 2023	99.58
14343	HELEN H HARRISON	PAINTING CLASSES 9/13/23-	490.00
15381	HICKS CONTRACTORS SERVICES LLC	SPREADING RECYCLED ASPHAL	2,200.00
15381	HICKS CONTRACTORS SERVICES LLC	SPREAD RECYCLED ASPHALT N	2,400.00
15619	ICON ENGINEERING INC	PROJ #23-023 SWQMP PILOT	4,535.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	223.60
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	173.43
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	301.21
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	591.75

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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	3,110.19
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	264.26
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	112.28
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	151.36
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	435.40
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	269.62
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	166.69
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	1,083.56
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	234.63
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	259.24
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	39.38
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	304.00
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	38.70
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	139.14
15189	INNOVATIVE UTILITY SOLUTIONS L	CITY LOGO BLUE METER PIT	3,804.50
10772	INTEGRATED SAFETY SERVICES LLC	12/14/23 DOS	952.50
10772	INTEGRATED SAFETY SERVICES LLC	12/14/23 DOS	424.00
10772	INTEGRATED SAFETY SERVICES LLC	12/13/23 DOS	675.00
10772	INTEGRATED SAFETY SERVICES LLC	12/14/23 DOS	600.00
10772	INTEGRATED SAFETY SERVICES LLC	12/13/23 DOS	745.00
10772	INTEGRATED SAFETY SERVICES LLC	12/14/23 DOS	120.00
10772	INTEGRATED SAFETY SERVICES LLC	12/13/23 DOS	927.50
10772	INTEGRATED SAFETY SERVICES LLC	12/11/23 DOS	945.00
13778	INVISION GIS LLC	DEC 2023 GIS & AM Implem	5,730.00
13778	INVISION GIS LLC	11/27/23 - 12/31/23	4,247.50
11289	JVA INC	OCT 2023 PROJ #230044.E	35,273.35
15499	KATHRYN A MIHELIC	DEC 2023 PICKLEBALL CONTR	1,295.00
2360	KELLY PC	DECEMBER 2023	13,003.60
14219	KIMLEY-HORN AND ASSOCIATES INC	SERVICES THROUGH 11/30/23	14,032.50
14219	KIMLEY-HORN AND ASSOCIATES INC	SERVICES THROUGH 11/30/23	6,737.50
8002	KINSCO LLC	ORDER #0016552 CHRISTIE	164.00
8002	KINSCO LLC	SHANNON HAMILTON ORDER #	244.97
8002	KINSCO LLC	ORDER #0016608 JAMES PAD	257.97
8002	KINSCO LLC	ORDER #0016374 JAMES PA	109.99
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	896.40
3100	LOUISVILLE CHAMBER OF COMMERCE	Baracades for Parade of L	5,150.00
5432	LOUISVILLE FIRE PROTECTION DIS	SEPT-NOV 2023	675.00
5432	LOUISVILLE FIRE PROTECTION DIS	DEC 2023 FIRE PROT DISTRI	1,620.00

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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5115	LUMIN8 TRANSPORTATION TECHNOLO	NOV 2023 signal Maintena	2,816.50
10630	MARVS QUALITY TOWING INC	TOWING 12/27/23	230.00
10630	MARVS QUALITY TOWING INC	TOWING 12/27/23	200.00
14071	MARY RITTER	H2O CLASSES 12/5/23 - 12/	693.00
13703	MCDONALD FARMS ENTERPRISES INC	CUST #30-0004131	2,309.00
15618	MID CITY CORPORATION	Water Line Replacement	30,760.01
15424	MIDWEST CONNECT	ACCT #C079	46.28
14857	MILE HIGH SHOOTING ACCESSORIES	CUST #10574	604.74
15572	MILLING PAVING & CONCRETE LLC	Street Resurfacing Projec	11,691.49
15068	MODERN DAVINCI LLC	INSPIRED COMMUNICATION 5/	4,936.81
14768	MOJOS CLEANING SERVICES INC	DEC 2023 JANITORIAL SERVI	3,300.00
11061	MOUNTAIN PEAK CONTROLS INC	12/20/23 CTC LIFT STATIO	405.00
15749	NORATEK	Parks/playground inspecti	3,535.00
99999	RICHARD DALEY	REFUND USE TAXES-OVERCHAR	1,314.83
99999	SAVE HOME HEAT COMPANY	REFUND PERMIT #MEP-4909-2	472.18
99999	CHRIS SCHREK	REFUND USE TAX CREDIT - M	73.00
13986	OPEN MEDIA FOUNDATION	MEETING VIDEO WEB POSTING	1,885.00
13649	OVERDRIVE INC	CUST ID #1100-1006	440.08
15729	PEAK FENCING, INC.	Empire Rd Fence Replaceme	52,575.00
15729	PEAK FENCING, INC.	Empire Rd Fence Replaceme	10,320.00
14160	PRECISE MRM LLC	CUST #679650	320.00
14027	PROFORCE LAW ENFORCEMENT	ORDER #670492	119.90
14867	REBECCA L BENNETTI	12/13/23 WILLMAKER LEGAL	770.00
13893	REBECCA TSUI	TAI CHI SEPT-DEC 2023	3,278.80
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-0109715	5,039.44
14124	RICHARD LUCAS	LANYARD SESSIONS 6/8/23-8	315.00
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	15,161.90

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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15296	ROCKSOL CONSULTING GROUP INC	NOV 2023 Consulting Ser	1,168.37
13695	ROCKY MOUNTAIN PUMP & CONTROLS	12/14/23 SERVICE FOR PUMP	567.00
11345	SAGE AND SAVORY CATERING	COUNCIL DINNERS 12/11/23	182.00
14560	SAMEDAY OFFICE SUPPLY	ACCT #A12877	168.12
14468	SAVATREE LLC	ACCT #1680342	13,900.00
15497	SENERGY PETROLEUM LLC	CUST ID #84627	12,354.11
15251	SHUMS CODA ASSOCIATES INC	NOV 2023 Plan review/ins	12,875.00
15594	SIMPLER SYSTEMS, INC	DEC 2023 LIC & MAINT	1,000.00
15206	SMITH POWER PRODUCTS, INC	GENERATOR KEY PAD AND BAT	942.45
15206	SMITH POWER PRODUCTS, INC	GENERATOR ANNUAL PM	921.64
13059	SPRAGUE PEST SOLUTIONS	12/15/23 ART CENTER & MS	75.00
13059	SPRAGUE PEST SOLUTIONS	12/19/23 MUSEUM	75.00
13059	SPRAGUE PEST SOLUTIONS	12/19/23 WATER TRMT S W	90.75
13059	SPRAGUE PEST SOLUTIONS	12/19/23 POLICE DEPT	75.00
13059	SPRAGUE PEST SOLUTIONS	12/19/23 REC/SENIOR CEN	105.00
13059	SPRAGUE PEST SOLUTIONS	12/19/23 WATER TRMT N W	82.50
13059	SPRAGUE PEST SOLUTIONS	12/19/23 LIBRARY	75.00
13059	SPRAGUE PEST SOLUTIONS	12/19/23 CITY HALL	82.50
13059	SPRAGUE PEST SOLUTIONS	12/19/23 WASTE WATER TR	82.50
13059	SPRAGUE PEST SOLUTIONS	12/19/23 CITY SERVICES	145.00
14396	SPRONK WATER ENGINEERS INC	2023 Water Engineering Co	17,852.50
14396	SPRONK WATER ENGINEERS INC	2023 Water Engineering Co	7,307.50
14700	STONE CREEK HARDSCAPES INC	Downtown Sand Set Paver R	6,400.00
15237	TAFT ENGINEERING INC	ORDER #404292	447.98
1047	THE DAVEY TREE EXPERT COMPANY	CUST #529854	3,675.00
15627	THE LOUISVILLE HISTORY FOUNDAT	4TH QTR 2023	1,335.00
6609	THE TRAVELERSE INDEMNITY COMPA	POLICY #31N22649-ZLP AC	68.80
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W	192.38
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W NOVEMBER	328.45
15320	TRIPLE M CONSTRUCTION LLC	2022 Concrete Replacement	26,726.35
14065	TYLER TECHNOLOGIES INC	CUST #49183	400.00

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CASH ACCOUNT: 001000 101001

WARRANT: 123123B 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4765	UNCC	DEC 2023	1,523.49
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	88.26
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	184.17
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	265.12
14373	WEIFIELD GROUP CONTRACTING INC	12/14/23 CTC LIFT STATION	340.00
3875	XCEL ENERGY	ACCT #53-1879593-8	140.33
=====			
198 INVOICES		WARRANT TOTAL	749,832.64
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CASH ACCOUNT: 001000 101001

WARRANT: 011624 01/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15541	ACTIVE911, INC.	2024 ALERTING SUBSCRIPTI	540.00
15270	BOULDER EMERGENCY SQUAD INC	2023/2024 ANNUAL CONT	5,000.00
4785	CINTAS CORPORATION #66	CUST #12522401	272.60
12676	CIVIC RESULTS	2024 ANNUAL DUES - METRO	2,439.40
11346	COLORADO COMMUNICATIONS & UTIL	2024 CCUA MEMBERSHIP DUES	1,100.00
1250	COLORADO MUNICIPAL LEAGUE	2024 MEMBERSHIP DUES ACCT	19,929.00
15382	DELLACAVA/TEBO DEVELOPMENT CO.	FEB 2024 1805 HWY 42, SU	6,560.00
13683	FIRST CHOICE COFFEE SERVICES	JAN 2024 CUST #C271512	70.00
12819	FRANCOTYP-POSTALIA INC	ACCT #500065029 12/15/23	126.00
9637	GOBLE SAMPSON & ASSOCIATES INC	CUST ID #LOUISVILLE	14,920.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	22.89
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	181.97
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	39.81
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	22.89
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	44.78
10772	INTEGRATED SAFETY SERVICES LLC	1/2/24 ANNUAL FIRE EXTING	15.00
10772	INTEGRATED SAFETY SERVICES LLC	ANNUAL FIRE INSPECTIONS -	1,008.75
10772	INTEGRATED SAFETY SERVICES LLC	ANNUAL FIRE EXTINGUISHER	7.50
14735	JO-ANN STORES LLC	CUST #10517	1,000.00
15145	LOGICAL CONCEPTS INC	OMNI BEACON 1 YEAR WIRELE	442.00
13468	MANGO LANGUAGES	2024 MANGO CONVERSATIONS	3,877.46
14768	MOJOS CLEANING SERVICES INC	JANUARY 2024	33,533.41
6168	MOTION & FLOW CONTROL PRODUCTS	ORDER #5784649	18.14
6168	MOTION & FLOW CONTROL PRODUCTS	ORDER #5784649	78.89
3605	NEWSBANK INC	2024 SUBSCRIPTION CUST	7,051.00
13986	OPEN MEDIA FOUNDATION	2024 MEETING VIDEO STREAM	6,000.00
11307	PROQUEST LLC	2024 CUST #165364 ORD	4,406.01
14352	RIVISTAS SUBSCRIPTION SERVICES	THE ATLANTIC 2/1/24	99.99
14560	SAMEDAY OFFICE SUPPLY	ACCT #A12877	49.38

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CASH ACCOUNT: 001000 101001

WARRANT: 011624 01/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
12049	SWANK MOVIE LICENSING USA	1/2/24-1/1/25 LIC #20070	693.00
14288	THERMO FISHER SCIENTIFIC LLC	ACCT #481513-002	1,132.55
14288	THERMO FISHER SCIENTIFIC LLC	ACCT #481513-002	139.05
14065	TYLER TECHNOLOGIES INC	2/3/24 - 2/2/25 CUST #4	271.00
13241	UNITED REPROGRAPHIC SUPPLY INC 2024	ACCT #URS-6666565	1,911.80
=====			
34 INVOICES			
=====			
WARRANT TOTAL			113,004.27
=====			

CITY OF LOUISVILLE					
PURCHASE CARD SUMMARY					
STATEMENT PERIOD 11/21/23 - 12/20/23					
SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
2501 - CPS DSTRBTRS	BOULDER	BRADLEY AUSTIN	PARKS	12/06/2023	451.39
2501 - CPS DSTRBTRS	BOULDER	BRADLEY AUSTIN	PARKS	12/06/2023	105.20
2520 - CPS DSTRBTRS	DENVER	STEVEN HUIZENGA	PARKS	11/20/2023	925.00
4ALLPROMOS	ESSEX	SCOTT MOORE	POLICE	11/29/2023	317.26
7SHIFTS	WILMINGTON	DAVID BARIL	GOLF COURSE	12/12/2023	76.99
92520 - USOC SW DISTRI	COLORADO SPRI	ROBERT ZUCCARO	PLANNING	12/01/2023	7.50
ADOBE *ACROPRO SUBS	4085366000	KURT KOWAR	PUBLIC WORKS	12/08/2023	29.99
ADOBE *STOCK	4085366000	DEREK COSSON	CITY MANAGER	12/01/2023	79.99
ADOBE INC.	4085366000	ERIN OWEN	LIBRARY	12/19/2023	99.99
ALL AMERICAN MOBILE	ALTAMONTE SPG	SANDRA ANDRETICH	OPERATIONS	12/12/2023	448.00
ALLDATA	800-859-3282	MASON THOMPSON	OPERATIONS	12/02/2023	125.00
AMAZON.COM*0Z71T4913	SEATTLE	KELLY THARP	OPERATIONS	12/15/2023	104.01
AMAZON.COM*153VQ2VI3	SEATTLE	SANDRA ANDRETICH	OPERATIONS	12/15/2023	348.00
AMAZON.COM*2Z4WK8IH3	SEATTLE	SANDRA ANDRETICH	OPERATIONS	12/06/2023	15.52
AMAZON.COM*3C1BQ9XP3	SEATTLE	JILL SIEWERT	LIBRARY	11/26/2023	39.92
AMAZON.COM*3D6R14DE3	SEATTLE	JILL SIEWERT	LIBRARY	12/12/2023	12.96
AMAZON.COM*6C3ZF6DH3	SEATTLE	ANDY SQUIRES	IT	11/29/2023	119.99
AMAZON.COM*6V50X5DU3	SEATTLE	LESLIE RINGER	HUMAN RESOURCES	12/17/2023	195.24
AMAZON.COM*7G5YA7553	SEATTLE	DAVID BARIL	GOLF COURSE	12/03/2023	17.06
AMAZON.COM*A15I80PN3	SEATTLE	PEGGY NORRIS	LIBRARY	11/30/2023	16.69
AMAZON.COM*E218W8P13	SEATTLE	JILL SIEWERT	LIBRARY	12/14/2023	42.75
AMAZON.COM*GV5TG39F3	SEATTLE	JILL SIEWERT	LIBRARY	12/13/2023	13.58
AMAZON.COM*GY25D2EM3	SEATTLE	JILL SIEWERT	LIBRARY	12/19/2023	25.80
AMAZON.COM*HV7U495U3	SEATTLE	JILL SIEWERT	LIBRARY	11/26/2023	53.82
AMAZON.COM*LU9PY0IN3	SEATTLE	AMANDA PERERA	REC CENTER	12/15/2023	171.89
AMAZON.COM*RX5GE5U53	SEATTLE	LIGEA FERRARO	CITY MANAGER	12/03/2023	41.50
AMAZON.COM*T32SO6LL3	SEATTLE	JILL SIEWERT	LIBRARY	12/17/2023	42.92
AMAZON.COM*TV8B71PY2	SEATTLE	PEGGY NORRIS	LIBRARY	12/08/2023	20.49
AMAZON.COM*U61MY21L3	SEATTLE	DEVIN MADIGAN	WASTEWATER	11/28/2023	46.44
AMAZON.COM*UZ5ZF9YY3	SEATTLE	JILL SIEWERT	LIBRARY	12/15/2023	19.99
AMAZON.COM*XL5AX4JA3	SEATTLE	JILL SIEWERT	LIBRARY	11/24/2023	159.80
AMER ASSOC NOTARIES	713-644-2299	SCOTT MOORE	POLICE	12/08/2023	3.70
AMER ASSOC NOTARIES	713-644-2299	SCOTT MOORE	POLICE	12/01/2023	45.55
AMERICAN ASSOC OF MUSE	ARLINGTON	GIGI YANG	LIBRARY	12/11/2023	149.98
AMERICAN ASSOCIATION F	899-9002054	GIGI YANG	LIBRARY	11/20/2023	96.00
AMERICAN ASSOCIATION F	615-3203203	GIGI YANG	LIBRARY	11/20/2023	165.00
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	11/21/2023	396.00

AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK	REC CENTER	11/21/2023	210.00
AMERICAN WATER WORKS A	DENVER	GREG VENETTE	WATER	12/15/2023	85.00
AMERICAN WATER WORKS A	DENVER	DEVIN MADIGAN	WASTEWATER	12/06/2023	79.00
AMERLIBASSOC ECOMMERCE	866-746-7252	PEGGY NORRIS	LIBRARY	12/16/2023	247.00
AMERLIBASSOC ECOMMERCE	866-746-7252	PEGGY NORRIS	LIBRARY	12/01/2023	247.00
AMTRAK TELEPHONE SALE	WASHINGTON	TANYA SCOTT	FINANCE	12/11/2023	2,360.00
AMZN MKTP US*0B4HY72C3	SEATTLE	KELLY THARP	OPERATIONS	12/14/2023	39.99
AMZN MKTP US*2Z21M5LQ3	SEATTLE	KEVIN FREY	FACILITIES	11/30/2023	175.96
AMZN MKTP US*3U3AB3I23	SEATTLE	KRISTEN BODINE	LIBRARY	12/19/2023	104.74
AMZN MKTP US*4M0502EI3	SEATTLE	KRISTEN BODINE	LIBRARY	11/30/2023	93.80
AMZN MKTP US*5V9KV7I83	SEATTLE	LINDSEY WITTY	REC CENTER	12/15/2023	32.70
AMZN MKTP US*675EL7IE3	SEATTLE	KATIE TOFTE	REC CENTER	12/19/2023	7.98
AMZN MKTP US*9G4H121X3	SEATTLE	KEVIN FREY	FACILITIES	12/01/2023	114.99
AMZN MKTP US*KT62S6CC3	SEATTLE	NICK PROSSER	IT	12/05/2023	14.98
AMZN MKTP US*L25JY9JE3	SEATTLE	ERICA SCHMITT	LIBRARY	11/20/2023	35.85
AMZN MKTP US*QF7A755H3	SEATTLE	ERICA SCHMITT	LIBRARY	11/21/2023	25.96
AMZN MKTP US*TG2G431O3	SEATTLE	JEFF OWENS	WATER	12/10/2023	86.25
AMZN MKTP US*V94HU6Z93	SEATTLE	SANDRA ANDRETICH	OPERATIONS	12/14/2023	231.20
AMZN MKTP US	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/16/2023	21.99
AMZN MKTP US	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/16/2023	13.99
AMZN MKTP US	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/16/2023	21.99
AMZN MKTP US	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/16/2023	33.99
AMZN MKTP US	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/21/2023	147.96
AMZN MKTP US*0M9XW94Y3	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	11/21/2023	5.87
AMZN MKTP US*0N0H13A23	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	12/07/2023	68.00
AMZN MKTP US*0N4B48IY3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/03/2023	99.99
AMZN MKTP US*245IG4XG3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	12/20/2023	45.98
AMZN MKTP US*3946E12N3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	12/17/2023	41.98
AMZN MKTP US*3A1IH4YK3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	11/30/2023	87.96
AMZN MKTP US*3T3PI6SX3	AMZN.COM/BILL	MIKE MILLER	POLICE	12/01/2023	37.98
AMZN MKTP US*3T8LK7P63	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	11/21/2023	43.09
AMZN MKTP US*4B3NB4SR3	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	12/16/2023	175.90
AMZN MKTP US*4X4LJ7AV3	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	11/28/2023	63.96
AMZN MKTP US*719GG8FW3	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	12/18/2023	23.98
AMZN MKTP US*7E2SC5O03	AMZN.COM/BILL	KELLY THARP	OPERATIONS	11/20/2023	19.85
AMZN MKTP US*7J5O85VP3	AMZN.COM/BILL	GREG VENETTE	WATER	11/29/2023	123.99
AMZN MKTP US*7M2G284C3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/24/2023	25.72
AMZN MKTP US*8M4491DL3	AMZN.COM/BILL	TREVOR DEPEW	WATER	12/20/2023	93.37
AMZN MKTP US*8O9NT6X33	AMZN.COM/BILL	PEGGY NORRIS	LIBRARY	12/01/2023	152.75
AMZN MKTP US*8X61Y92J3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	11/28/2023	139.75
AMZN MKTP US*956R254K3	AMZN.COM/BILL	BARBARA NICKERSON	HUMAN RESOURCES	11/21/2023	36.66
AMZN MKTP US*A12607HB3	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	12/19/2023	14.99

AMZN MKTP US*AI0HQ5UT3	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/18/2023	52.82
AMZN MKTP US*AK9XA4UX3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	12/14/2023	78.89
AMZN MKTP US*BB6BT92D3	AMZN.COM/BILL	JEFF OWENS	WATER	12/15/2023	66.24
AMZN MKTP US*C670M6RT3	AMZN.COM/BILL	GREG VENETTE	WATER	11/20/2023	69.94
AMZN MKTP US*CA4DJ2U33	AMZN.COM/BILL	KRISTEN BODINE	LIBRARY	11/24/2023	182.02
AMZN MKTP US*CB3407M03	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/22/2023	227.63
AMZN MKTP US*CS1C38QT3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/18/2023	348.06
AMZN MKTP US*CT5RW0263	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	12/01/2023	48.99
AMZN MKTP US*DH83T9XH3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	12/04/2023	13.99
AMZN MKTP US*DT8KQ85Q3	AMZN.COM/BILL	GREG VENETTE	WATER	12/14/2023	55.99
AMZN MKTP US*E15RQ1J73	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/18/2023	139.99
AMZN MKTP US*E22VI1VC3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	12/12/2023	13.95
AMZN MKTP US*EB3IL7SH3	AMZN.COM/BILL	ALINA KIRCHNER	HUMAN RESOURCES	12/13/2023	73.18
AMZN MKTP US*EJ64M99Y3	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	12/09/2023	31.99
AMZN MKTP US*FX97Y8N43	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/16/2023	66.78
AMZN MKTP US*GQ0H29C23	AMZN.COM/BILL	KEVIN FREY	FACILITIES	12/12/2023	29.99
AMZN MKTP US*I07YJ8XQ3	AMZN.COM/BILL	JEN KENNEY	POLICE	12/13/2023	12.49
AMZN MKTP US*I692I64L3	AMZN.COM/BILL	TREVOR DEPEW	WATER	12/05/2023	36.99
AMZN MKTP US*II30O2OS3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/15/2023	24.99
AMZN MKTP US*IV97Q8I03	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/20/2023	117.75
AMZN MKTP US*J358I5JM3	AMZN.COM/BILL	GREG VENETTE	WATER	12/18/2023	64.00
AMZN MKTP US*JO41R60S3	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	12/19/2023	14.86
AMZN MKTP US*KP40L1273	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	11/30/2023	33.17
AMZN MKTP US*KP80Z6123	AMZN.COM/BILL	GREG VENETTE	WATER	12/14/2023	52.99
AMZN MKTP US*L664E9J13	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	12/15/2023	177.56
AMZN MKTP US*MP8C105Y3	AMZN.COM/BILL	MIKE MILLER	POLICE	11/29/2023	23.97
AMZN MKTP US*NE5CU63E3	AMZN.COM/BILL	MIKE MILLER	POLICE	11/30/2023	13.98
AMZN MKTP US*NN7N230H3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	11/22/2023	169.98
AMZN MKTP US*OA3694NK3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	12/13/2023	9.88
AMZN MKTP US*OT9AZ8RG3	AMZN.COM/BILL	GREG VENETTE	WATER	11/20/2023	84.01
AMZN MKTP US*P109P7ZT3	AMZN.COM/BILL	PEGGY NORRIS	LIBRARY	12/07/2023	74.49
AMZN MKTP US*P224R0EE3	AMZN.COM/BILL	DAWN BURGESS	CITY MANAGER	12/13/2023	26.58
AMZN MKTP US*P62IU1SM3	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/18/2023	101.19
AMZN MKTP US*PE6PH3OS3	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	12/18/2023	154.00
AMZN MKTP US*PF5RN1Y43	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/04/2023	131.42
AMZN MKTP US*PL4VS00K3	AMZN.COM/BILL	KRISTEN BODINE	LIBRARY	12/07/2023	93.84
AMZN MKTP US*QR6Z01703	AMZN.COM/BILL	MIKE MILLER	POLICE	12/04/2023	14.74
AMZN MKTP US*R05ND1CE3	AMZN.COM/BILL	MARLA OLSON	PARKS	11/22/2023	70.96
AMZN MKTP US*RO4OE5JX3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	11/24/2023	769.04
AMZN MKTP US*TO2O693Z3	AMZN.COM/BILL	TREVOR DEPEW	WATER	12/20/2023	8.48
AMZN MKTP US*TR2GW5EN3	AMZN.COM/BILL	PEGGY NORRIS	LIBRARY	12/15/2023	13.99
AMZN MKTP US*U04466VD3	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/18/2023	49.97

AMZN MKTP US*VF6FW2MU3	AMZN.COM/BILL	JEN KENNEY	POLICE	11/29/2023	21.65
AMZN MKTP US*VF8LQ3GS3	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/20/2023	112.82
AMZN MKTP US*VL45K7H63	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	11/29/2023	151.56
AMZN MKTP US*VO892ZLS3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	12/13/2023	72.73
AMZN MKTP US*VT8YW03A3	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/17/2023	156.88
AMZN MKTP US*VX5553K03	AMZN.COM/BILL	PEGGY NORRIS	LIBRARY	11/21/2023	11.99
AMZN MKTP US*W36MI9543	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	12/18/2023	225.86
AMZN MKTP US*W80589WP3	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	12/08/2023	65.86
AMZN MKTP US*WT6AA3MG3	AMZN.COM/BILL	JEFF OWENS	WATER	12/16/2023	14.99
AMZN MKTP US*XK2CY9SK3	AMZN.COM/BILL	MIKE MILLER	POLICE	12/04/2023	107.68
AMZN MKTP US*XP9AU2B33	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/20/2023	73.56
AMZN MKTP US*XU7RO0EK3	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/18/2023	135.56
AMZN MKTP US*XX5RW0F23	AMZN.COM/BILL	TREVOR DEPEW	WATER	12/19/2023	182.95
AMZN MKTP US*Y05357F63	AMZN.COM/BILL	GIGI YANG	LIBRARY	11/30/2023	356.99
AMZN MKTP US*Y93LG4KK3	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	12/15/2023	18.99
AMZN MKTP US*YE9T10Z83	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/17/2023	146.12
AMZN MKTP US*YO9YU4FB3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	11/28/2023	27.95
AMZN MKTP US*YP0EU4H73	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/21/2023	17.89
AMZN MKTP US*ZK5P60Z13	AMZN.COM/BILL	MIKE MILLER	POLICE	12/05/2023	87.08
ANC*ANCESTRY.COM	LEHI	GIGI YANG	LIBRARY	12/14/2023	49.99
ARROWHEAD AWARDS	BOULDER	CHRIS LICHTY	PARKS	12/15/2023	348.00
ARROWHEAD AWARDS	BOULDER	LIGEA FERRARO	CITY MANAGER	12/08/2023	17.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	12/18/2023	1,202.00
ARROWSTAGELINES.COM	OMAHA	KATHY MARTIN	REC CENTER	12/18/2023	1,379.00
ARROWSTAGELINES.COM	OMAHA	TANYA SCOTT	FINANCE	12/06/2023	2,493.00
AWWA.ORG	303-347-6197	RENEE LEWELLYN	OPERATIONS	12/10/2023	90.00
AWWA.ORG	303-347-6197	RENEE LEWELLYN	OPERATIONS	11/29/2023	233.00
AMAZON.COM*6Z0956MO3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/03/2023	19.96
AMAZON.COM*9D2NR02H3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/14/2023	277.80
AMAZON.COM*BJ1WF34P3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/17/2023	12.99
AMAZON.COM*BP7YG4N23	AMZN.COM/BILL	KELLY THARP	OPERATIONS	11/26/2023	37.72
AMAZON.COM*CV8V81DJ3	AMZN.COM/BILL	JEN KENNEY	POLICE	12/03/2023	9.59
AMAZON.COM*GG0Z03PX3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	11/29/2023	509.97
AMAZON.COM*ID5UV2BI3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	12/13/2023	8.67
AMAZON.COM*JI7W54VF3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/18/2023	39.96
AMAZON.COM*LW24J1FK3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/15/2023	45.90
AMAZON.COM*ML0AP6873	AMZN.COM/BILL	GIGI YANG	LIBRARY	12/18/2023	58.44
AMAZON.COM*NG12I8ZE3	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	12/12/2023	12.74
AMAZON.COM*NO0TB2EI3	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	12/12/2023	68.82
AMAZON.COM*TV8CH12U1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/11/2023	19.96
AMAZON.COM*V01O44OB3	AMZN.COM/BILL	KELLY THARP	OPERATIONS	11/20/2023	99.40
AMAZON.COM*X896787Q3	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	12/14/2023	18.99

AMAZON.COM*XY2MV6AS3	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	12/07/2023	49.46
B&H PHOTO 800-606-6969	NEW YORK	LIGEA FERRARO	CITY MANAGER	12/11/2023	1,690.51
B&H PHOTO 800-606-6969	NEW YORK	DANIEL WOOLDRIDGE		11/28/2023	508.59
B&H PHOTO 800-606-6969	NEW YORK	PAULINA BENNETT	IT	11/28/2023	1,977.48
BESTBUYCOM806810969906	888BESTBUY	DANIEL WOOLDRIDGE		11/28/2023	249.99
BIZWEST-DIGITAL	FORT COLLINS	ROBERT ZUCCARO	PLANNING	12/12/2023	9.00
BLACKJACK PIZZA - CO 0	LOUISVILLE	KELLY THARP	OPERATIONS	12/19/2023	80.36
BLACKJACK PIZZA - CO 0	LOUISVILLE	KELLY THARP	OPERATIONS	12/19/2023	123.95
BLACKJACK PIZZA - CO 0	LOUISVILLE	BELAN CARRILLO	PUBLIC WORKS	11/23/2023	177.90
BOSS PRINTING	BROOMFIELD	CLAIRE KREYCIK	PLANNING	11/22/2023	41.86
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	12/12/2023	26.20
BROOMFIELD RENTALS INC	BROOMFIELD	BRADLEY AUSTIN	PARKS	12/19/2023	115.50
BROOMFIELD RENTALS INC	BROOMFIELD	AARON GRANT	PARKS	12/13/2023	63.00
BURBANK EMBROIDERY	BROOMFIELD	LIGEA FERRARO	CITY MANAGER	11/28/2023	55.50
BUTTERFLY PAVILION ONL	WESTMINSTER	PEGGY NORRIS	LIBRARY	12/11/2023	150.00
CAB STORE THORNTON, CO	THORNTON	KEVIN FREY	FACILITIES	11/24/2023	144.96
CALENDLY	AVONDALE ESTA	DAVID BARIL	GOLF COURSE	12/09/2023	15.00
CAPTIVE AIRE ONLINE	RALEIGH	MATTHEW ROWE	FACILITIES	11/28/2023	921.51
CCCMA	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	12/19/2023	240.00
CENTER COPY PRINTING	303-4406000	MARLA OLSON	PARKS	12/11/2023	45.72
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	12/07/2023	41.31
CENTER COPY PRINTING	303-4406000	GENEVIEVE KLINE	CITY CLERK	11/30/2023	52.83
CENTER COPY PRINTING	303-4406000	BELAN CARRILLO	PUBLIC WORKS	11/29/2023	115.51
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	11/28/2023	41.31
CENTER COPY PRINTING	303-4406000	CLAIRE KREYCIK	PLANNING	11/28/2023	55.00
CENTER COPY PRINTING	303-4406000	GINGER CROSS	GOLF COURSE	11/28/2023	130.52
CENTER COPY PRINTING	303-4406000	DEREK COSSON	CITY MANAGER	11/27/2023	503.00
CHILDHEALTHCONNECTION	FORT COLLINS	AMANDA PERERA	REC CENTER	12/16/2023	80.00
CHOICE SCREENING INC.	720-974-7878	LESLIE RINGER	HUMAN RESOURCES	12/04/2023	473.42
CIVICPLUS	MANHATTAN	GENEVIEVE KLINE	CITY CLERK	12/18/2023	367.50
CLUBCONNECT	9136615569	LINDSEY WITTY	REC CENTER	12/01/2023	149.00
CO PARK* CO	WHEAT RIDGE	ADAM BLACKMORE	PARKS	12/04/2023	35.00
CO PARK* CO	WHEAT RIDGE	PAUL BORTH	REC CENTER	11/22/2023	525.00
CO SECRETARY STATE FEE	DENVER	JEN KENNEY	POLICE	11/29/2023	10.00
CO SECRETARY STATE FEE	DENVER	JULIAN CLARK	POLICE	11/28/2023	10.00
COAL CREEK ACE HARDWAR	LOUISVILLE	DEVIN MADIGAN	WASTEWATER	12/01/2023	1.98
COLOGRAPHIC INC	COMMERCE CITY	MASON THOMPSON	OPERATIONS	12/01/2023	450.00
COLOGRAPHIC INC	COMMERCE CITY	MASON THOMPSON	OPERATIONS	12/01/2023	960.00
COLORADO ANALYTICAL	BRIGHTON	MINDY OLKJER	PUBLIC WORKS	12/11/2023	174.00
COLORADO CWP	719-545-6748	JACK MANIAN	OPERATIONS	11/22/2023	85.00
COLORADO CWP	719-545-6748	JOSEPH CAMPANA	OPERATIONS	11/21/2023	50.00
COLORADO GOLF ASSN	303-3664653	PAMELA PETERSON-HOHS	GOLF COURSE	11/28/2023	86.00

COMCAST CABLE COMM	800-COMCAST	SANDRA ANDRETICH	OPERATIONS	12/13/2023	36.95
COMCAST CABLE COMM	800-COMCAST	ERICA SCHMITT	LIBRARY	12/13/2023	111.95
COMCAST CABLE COMM	800-COMCAST	MARLA OLSON	PARKS	11/28/2023	459.07
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS	GOLF COURSE	12/16/2023	111.71
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	12/16/2023	129.89
COMCAST DENVER	800-266-2278	LESLIE RINGER	HUMAN RESOURCES	11/22/2023	437.12
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	12/11/2023	348.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	11/27/2023	187.00
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	11/27/2023	754.00
CONTRACTOR RESOURCE	9168700448	CLAIRE KREYCIK	PLANNING	12/06/2023	122.89
COSEIA	303-333-7342	CHAD ROOT	BUILDING SAFETY	12/09/2023	120.00
COSTAR GROUP INC	WASHINGTON	AUSTIN BROWN	CITY MANAGER	12/08/2023	447.93
CS* EUVCC4DXPO	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	12/05/2023	80.00
CUSTOM FENCE & SUPPLY	303-651-5700	NORMAN MERLO	GOLF COURSE	12/12/2023	93.24
COLORADO BALLET	DENVER	KATIE BEASLEY	REC CENTER	12/11/2023	744.00
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	12/14/2023	157.43
DBC IRRIGATION SUPPLY	BROOMFIELD	AARON GRANT	PARKS	12/13/2023	286.47
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	12/08/2023	15.18
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	12/06/2023	565.56
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	12/18/2023	88.20
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	12/18/2023	92.39
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	11/21/2023	377.39
DENVER BOTANIC CORPORA	DENVER	PEGGY NORRIS	LIBRARY	11/29/2023	250.00
DENVER POST CIRCULATIO	DENVER	JILL SIEWERT	LIBRARY	12/13/2023	299.00
DIGICERT	LEHI	PAULINA BENNETT	IT	11/30/2023	1,761.20
DISCOUNTSCH 8006272829	800-482-5846	LANA FAUVER	REC CENTER	11/29/2023	18.93
DMARCIA* DMARCIA, IN	BREVARD	ANDY SQUIRES	IT	11/29/2023	239.88
DMI* DELL BUS ONLINE	ROUND ROCK	PAULINA BENNETT	IT	12/06/2023	26.50
DMI* DELL BUS ONLINE	ROUND ROCK	PAULINA BENNETT	IT	12/06/2023	84.80
DOLLARTREE	LOUISVILLE	PAMELA LEMON	REC CENTER	12/16/2023	41.25
DOLLARTREE	LOUISVILLE	GIGI YANG	LIBRARY	12/08/2023	13.75
DOLLARTREE	LOUISVILLE	PAMELA LEMON	REC CENTER	12/02/2023	58.00
DONORBOX DONATION PLAT	ALEXANDRIA	GIGI YANG	LIBRARY	12/03/2023	44.24
EARL S SAW SHOP	BOULDER	CHRIS LICHTY	PARKS	12/15/2023	45.98
EARL S SAW SHOP	BOULDER	NATHANIEL GOECKNER	PARKS	12/07/2023	245.71
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	12/07/2023	45.75
EVENTBRITE.COM ORG FEE	SAN FRANCISCO	DEREK COSSON	CITY MANAGER	11/23/2023	29.00
EZCATERORGANIC SANDWI	8004881803	MONAI MYLES	CITY MANAGER	12/07/2023	283.99
FASTENAL COMPANY 01COB	LAFAYETTE	LANCE PFEIFER	GOLF COURSE	11/20/2023	6.56
FASTSIGNS 371501	BROOMFIELD	ABBY MCNEAL	PARKS	12/01/2023	312.21
FASTSIGNS 371501	BROOMFIELD	CLAIRE KREYCIK	PLANNING	11/22/2023	195.28
FASTSIGNS 371501	BROOMFIELD	CLAIRE KREYCIK	PLANNING	11/22/2023	195.28

FASTSIGNS 371501	BROOMFIELD	CLAIRE KREYCIK	PLANNING	11/22/2023	105.28
FASTSIGNS 371501	BROOMFIELD	CLAIRE KREYCIK	PLANNING	11/22/2023	195.28
FASTSIGNS 371501	BROOMFIELD	ERICA SCHMITT	LIBRARY	11/20/2023	270.00
FEDEX OFFIC74200007427	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	12/13/2023	175.42
FEDEX OFFIC74200007427	LOUISVILLE	SANDRA ANDRETICH	OPERATIONS	12/06/2023	46.33
FEDEX OFFIC74200007427	LOUISVILLE	CLAIRE KREYCIK	PLANNING	12/01/2023	12.50
FEDEX OFFIC74200007427	LOUISVILLE	SANDRA ANDRETICH	OPERATIONS	11/27/2023	46.33
FEDEX591633200	800-4633339	DAVID BARIL	GOLF COURSE	11/21/2023	3.48
FIRST CHOICE-BOYER S C	303-9649400	GREG VENETTE	WATER	11/30/2023	150.68
FIRST CHOICE-BOYER S C	303-9649400	LIGEA FERRARO	CITY MANAGER	11/30/2023	179.42
FIRST CHOICE-BOYER S C	303-9649400	DAVID DEAN	GOLF COURSE	11/30/2023	98.74
FORESTRY SUPPLIERS INC	JACKSON	NATHANIEL GOECKNER	PARKS	11/28/2023	167.35
FORMS FULFILLMENT CENT	ELMSFORD	TANYA SCOTT	FINANCE	11/30/2023	849.03
GAYLORD BROS INC	N. SYRACUSE	GIGI YANG	LIBRARY	12/15/2023	591.82
GIH*GLOBALINDUSTRIALEQ	800-645-2986	KEVIN FREY	FACILITIES	12/01/2023	1,529.26
GOLF COURSE SUPERINTEN	LAWRENCE	DAVID DEAN	GOLF COURSE	12/04/2023	1,345.00
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	12/18/2023	3.19
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	12/18/2023	575.40
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	12/18/2023	381.41
GRAINGER	LAKE FOREST	BOB BERNHARDT	PARKS	11/30/2023	100.86
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	12/05/2023	769.52
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	12/04/2023	570.20
HARCROS CHEMICALS INC	913-6217773	GREG VENETTE	WATER	11/27/2023	931.00
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	11/28/2023	212.36
HOBBY-LOBBY #0030	WESTMINSTER	LANA FAUVER	REC CENTER	11/29/2023	83.62
HOBBY-LOBBY #0034	LONGMONT	LARISSA HOFFMAN	REC CENTER	12/16/2023	41.45
HOMEDEPOT.COM	800-430-3376	DANIEL BIDLEMEN	REC CENTER	12/06/2023	99.00
IN *1ST RESPONDER HEAL	720-8930744	LESLIE RINGER	HUMAN RESOURCES	12/09/2023	1,298.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	11/30/2023	148.50
IN *TEE CLAW SPORTS IN	714-4792580	DAVID DEAN	GOLF COURSE	12/04/2023	210.67
INSTANT IMPRINTS LOUIS	LOUISVILLE	MASON THOMPSON	OPERATIONS	12/18/2023	215.10
INSTANT IMPRINTS LOUIS	LOUISVILLE	CLAIRE KREYCIK	PLANNING	12/15/2023	217.95
INSTANT IMPRINTS LOUIS	LOUISVILLE	HANNAH MILLER	CITY MANAGER	12/13/2023	41.94
INSTANT IMPRINTS LOUIS	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/04/2023	17.94
INSTANT IMPRINTS LOUIS	LOUISVILLE	LINDSEY WITTY	REC CENTER	12/01/2023	978.00
INT'L CODE COUNCIL	888-422-7233	CHAD ROOT	BUILDING SAFETY	12/05/2023	900.00
INT'L CODE COUNCIL	888-422-7233	CLAIRE KREYCIK	PLANNING	11/30/2023	900.00
INT'L CODE COUNCIL INC	888-422-7233	CHAD ROOT	BUILDING SAFETY	12/15/2023	160.00
JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	12/06/2023	35.97
JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	11/30/2023	43.54
JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	11/30/2023	39.98
JAX - 06	LAFAYETTE	DANIEL SALAS ROBLES	PARKS	11/28/2023	199.88

JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	11/28/2023	43.54
JAX - 06	LAFAYETTE	ANDY ELLIS	PARKS	11/28/2023	154.98
JAX - 06	LAFAYETTE	JEFF ROBISON	FACILITIES	11/27/2023	214.96
JAX - 06	LAFAYETTE	MATTHEW ROWE	FACILITIES	11/22/2023	56.77
JAX - 06	LAFAYETTE	MATTHEW ROWE	FACILITIES	11/20/2023	109.98
JAX - 08	BROOMFIELD	NATHANIEL GOECKNER	PARKS	12/12/2023	150.00
KING SOOPERS #0013	LOUISVILLE	PEGGY NORRIS	LIBRARY	12/15/2023	16.97
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/15/2023	56.88
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	12/14/2023	71.40
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/08/2023	158.70
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/07/2023	4.98
KING SOOPERS #0013	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	12/05/2023	36.90
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/05/2023	27.72
KING SOOPERS #0013	LOUISVILLE	PAULA KNAPEK	HUMAN RESOURCES	12/05/2023	59.98
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	11/29/2023	8.99
KING SOOPERS #0013	LOUISVILLE	KATIE TOFTE	REC CENTER	11/28/2023	11.49
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	11/27/2023	148.91
KING SOOPERS #0013	LOUISVILLE	ROBERT ZUCCARO	PLANNING	11/22/2023	51.94
KING SOOPERS #0013	LOUISVILLE	BELAN CARRILLO	PUBLIC WORKS	11/22/2023	33.45
KING SOOPERS #0062	WESTMINSTER	LANA FAUVER	REC CENTER	11/20/2023	21.48
KOHL'S #0345	THORNTON	KEVIN FREY	FACILITIES	11/25/2023	37.99
LANGUAGE LINE	MONTEREY	MEREDYTH MUTH	CITY MANAGER	12/14/2023	43.22
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY	REC CENTER	12/08/2023	389.00
LIFETECHCORP10114903	8009556288	DEVIN MADIGAN	WASTEWATER	12/19/2023	208.00
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	12/12/2023	36.48
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	12/11/2023	276.20
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	12/11/2023	73.83
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	12/11/2023	533.49
LOWES #01989*	WESTMINSTER	JEFF OWENS	WATER	12/16/2023	99.00
LOWES #01989*	WESTMINSTER	BOB BERNHARDT	PARKS	12/01/2023	86.57
LOWES #02432*	WESTMINSTER	KEVIN FREY	FACILITIES	11/24/2023	34.99
LOWES #02479*	BRIGHTON	BENJAMIN FRANCISCO	OPERATIONS	11/21/2023	598.00
LOWES #03444*	ERIE	STEVEN HUIZENGA	PARKS	12/04/2023	53.26
LOWES #03444*	ERIE	BOB BERNHARDT	PARKS	11/30/2023	92.92
LOWES #03444*	ERIE	DANIEL SALAS ROBLES	PARKS	11/28/2023	29.98
LOWES #03444*	303-524-8159	MINDY OLKJER	PUBLIC WORKS	11/20/2023	245.75
LS OLD FRIENDS	LOUISVILLE	HANNAH MILLER	CITY MANAGER	12/06/2023	30.99
LULZBOT	9703771111	PEGGY NORRIS	LIBRARY	12/19/2023	394.90
LAMARS DONUTS #45	LOUISVILLE	JEFF FISHER	POLICE	12/08/2023	41.18
MAC EQUIPMENT INC (LON	LONGMONT	KERRY KRAMER	PARKS	12/08/2023	716.48
MAC EQUIPMENT INC (LON	LONGMONT	MASON THOMPSON	OPERATIONS	12/06/2023	393.76
MAC EQUIPMENT INC (LON	LONGMONT	KERRY KRAMER	PARKS	12/04/2023	484.00

MAC EQUIPMENT INC (LON	LONGMONT	LANCE PFEIFER	GOLF COURSE	11/27/2023	180.00
MAILCHIMP *MISC	MAILCHIMP.COM	DEREK COSSON	CITY MANAGER	12/18/2023	514.25
METAL SUPERMARKETS DEN	DENVER	STEVEN HUIZENGA	PARKS	12/13/2023	26.36
METAL SUPERMARKETS DEN	DENVER	KERRY KRAMER	PARKS	12/12/2023	26.36
METAL SUPERMARKETS WHE	GOLDEN	KERRY KRAMER	PARKS	12/04/2023	903.96
MICHAELS STORES 2059	SUPERIOR	SANDRA ANDRETICH	OPERATIONS	12/11/2023	14.98
MICHAELS STORES 2059	SUPERIOR	SANDRA ANDRETICH	OPERATIONS	12/11/2023	159.00
MICHAELS STORES 2059	SUPERIOR	EMILY VIGMOSTAD	REC CENTER	11/30/2023	18.87
MIDJOURNEY INC.	SOUTH SAN FRA	GINGER CROSS	GOLF COURSE	12/10/2023	96.00
MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	12/19/2023	494.09
MURDOCH'S RANCH&HOME #	WESTMINSTER	CATHERINE JEPSON	PARKS	11/29/2023	147.99
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	12/05/2023	151.46
NATIONAL ACADEMY OF SP	8004606276	LINDSEY WITTY	REC CENTER	12/11/2023	99.00
NORTHWEST PARKWAY LLC	303-9262500	TANYA SCOTT	FINANCE	11/21/2023	13.20
OMNI PROMOTIONAL	LOUISVILLE	GINGER CROSS	GOLF COURSE	12/18/2023	498.00
ONLINE FLAGGER COM	LAKEWOOD	BENJAMIN FRANCISCO	OPERATIONS	11/20/2023	400.00
PACE ANALYTICAL SERVIC	MINNEAPOLIS	KELLY THARP	OPERATIONS	11/28/2023	391.17
PARKER STORE LOUISVILL	LOUISVILLE	VICKIE ILKO	OPERATIONS	12/15/2023	51.22
PARMA TRATTORIA	LOUISVILLE	CLAIRE KREYCIK	PLANNING	12/13/2023	20.06
PARMA TRATTORIA	LOUISVILLE	CLAIRE KREYCIK	PLANNING	12/13/2023	253.20
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	12/04/2023	19.95
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	12/04/2023	59.95
PAYPAL *ECCOUNCIL ECCO	4029357733	LIGEA FERRARO	CITY MANAGER	12/19/2023	1,499.00
PFMC BOULDER	BOULDER	LESLIE RINGER	HUMAN RESOURCES	12/08/2023	190.00
PIONEER SAND CO HQ	COLORADO SPRI	DAVID DEAN	GOLF COURSE	12/04/2023	336.52
PIONEER SAND CO HQ	COLORADO SPRI	DAVID DEAN	GOLF COURSE	11/21/2023	235.43
POLYDYNE INC	RICEBORO	GREG VENETTE	WATER	12/07/2023	891.00
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	11/27/2023	1,744.60
PREMIER LEARNING SOLUT	KING OF PRUSS	DIANE M KREAGER	FINANCE	11/29/2023	398.43
PROGREEN EXPO24	LITTLETON	BRYCE LINN	PARKS	11/30/2023	790.00
PSI SERVICES INC	18188476180	RENEE LEWELLYN	OPERATIONS	12/07/2023	100.00
PSI SERVICES INC	18188476180	RENEE LEWELLYN	OPERATIONS	12/07/2023	100.00
PURAQUA PRODUCTS, INC	803-9807100	DANIEL BIDLEMEN	REC CENTER	12/04/2023	469.53
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG	LIBRARY	11/30/2023	429.00
PET SCOOP	DENVER	ABBY MCNEAL	PARKS	12/01/2023	522.00
QDOBA 2526	SUPERIOR	MINDY OLKJER	PUBLIC WORKS	11/29/2023	56.40
QDOBA 2526 ONLINE	720-890-7877	MARLA OLSON	PARKS	11/30/2023	573.25
QDOBA 2526 ONLINE	720-890-7877	ADAM BLACKMORE	PARKS	11/30/2023	573.25
RANGE SERVANT AMERICA	NORCROSS	DAVID DEAN	GOLF COURSE	11/21/2023	71.97
RED ROBIN NO 20	BROOMFIELD	RANDY DEWITZ	BUILDING SAFETY	11/21/2023	58.56
RED WING SHOE STORE 1	ARVADA	NICHOLAS POTOPCHUK	PARKS	12/06/2023	150.00
RED WING SHOE STORE 1	ARVADA	NICHOLAS POTOPCHUK	PARKS	12/05/2023	169.77

RED WING SHOE STORE 1	ARVADA	NICHOLAS POTOPCHUK	PARKS	12/05/2023	169.77
RED WING SHOE STORE 1	ARVADA	NICHOLAS POTOPCHUK	PARKS	11/20/2023	150.00
RED WING SHOE STORE 1	ARVADA	NICHOLAS POTOPCHUK	PARKS	11/20/2023	150.00
REDGARDEN RESTAURANT A	LOUISVILLE	PAULINA BENNETT	IT	12/15/2023	174.60
ROCKY MOUNTAIN REGIONA	AURORA	ERIK SWIA TEK	PARKS	11/21/2023	350.00
ROGUE	614-3586190	LINDSEY WITTY	REC CENTER	12/19/2023	512.30
ROSATI S CHICAGO PIZZA	303-4849984	MIKE MILLER	POLICE	11/21/2023	185.83
SAFEWAY #2812	LOUISVILLE	KAYLA BETZOLD	CITY MANAGER	12/07/2023	35.47
SAFEWAY #2812	LOUISVILLE	RAFAEL GUTIERREZ	POLICE	11/30/2023	27.72
SAFEWAY #2812	LOUISVILLE	MARLA OLSON	PARKS	11/29/2023	7.98
SAFEWAY #2812	LOUISVILLE	KATHY MARTIN	REC CENTER	11/28/2023	61.62
SAFEWAY #2812	LOUISVILLE	JEFF FISHER	POLICE	11/22/2023	34.99
SAFEWAY #2812	LOUISVILLE	KATHY MARTIN	REC CENTER	11/21/2023	34.99
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	KAYLA CORCELLI	PARKS	12/15/2023	10.68
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	ALINA KIRCHNER	HUMAN RESOURCES	12/14/2023	37.24
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	KAYLA CORCELLI	PARKS	12/13/2023	225.36
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	ALINA KIRCHNER	HUMAN RESOURCES	12/12/2023	41.58
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	KAYLA CORCELLI	PARKS	12/12/2023	118.45
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	LIGEA FERRARO	CITY MANAGER	12/12/2023	29.15
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MARLA OLSON	PARKS	12/04/2023	6.99
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	LIGEA FERRARO	CITY MANAGER	11/29/2023	65.58
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MARLA OLSON	PARKS	11/27/2023	20.22
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MINDY OLKJER	PUBLIC WORKS	11/21/2023	55.79
SAMEDAY OFFICE SUPPLY	MORGAN@SAMEDA	MINDY OLKJER	PUBLIC WORKS	11/21/2023	5.38
SANTIAGOS MEXICAN REST	LAFAYETTE	HANNAH MILLER	CITY MANAGER	12/14/2023	104.50
SHOPEYS PIZZA	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	12/05/2023	60.00
SIGNUPGENIUS	CHARLOTTE	ALINA KIRCHNER	HUMAN RESOURCES	11/29/2023	11.99
SIP.US	ALPHARETTA	DEVIN MADIGAN	WASTEWATER	12/09/2023	30.95
SMARTFORCE	GREENWOOD VIL	SANDRA ANDRETICH	OPERATIONS	11/22/2023	35.78
SMARTSHEET INC.	BELLEVUE	PAULINA BENNETT	IT	11/27/2023	74.54
SNARFS 34 LOUISVILLE	LOUISVILLE	BELAN CARRILLO	PUBLIC WORKS	11/30/2023	158.90
SOCIETYFORHUMANRESOURC	ALEXANDRIA	PAULA KNAPEK	HUMAN RESOURCES	11/30/2023	244.00
SP THE SINGING COOK	LOUISVILLE	HANNAH MILLER	CITY MANAGER	12/06/2023	40.06
SPI*CENTURYLINK/LUMEN	MONROE	TANYA SCOTT	FINANCE	11/27/2023	2,654.01
SPI*DIRECT SERVICE	800-531-5000	PAMELA PETERSON-HOHS	GOLF COURSE	11/20/2023	243.92
SQ *CHARM WINDOW	BOULDER	DEVIN MADIGAN	WASTEWATER	12/14/2023	48.00
SQ *CHARM WINDOW	BOULDER	DEVIN MADIGAN	WASTEWATER	12/04/2023	57.00
SQ *GIOVANNITTI COFFEE	LOUISVILLE	ERICA SCHMITT	LIBRARY	11/29/2023	504.00
SQ *HISTORIC DENVER IN	GOSQ.COM	PEGGY NORRIS	LIBRARY	12/01/2023	300.00
SQ *ORGANIC SANDWICH C	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/07/2023	150.66
SQ *ORGANIC SANDWICH C	GOSQ.COM	LIGEA FERRARO	CITY MANAGER	12/05/2023	279.50
SQ *PICA'S LOUISVILLE	LOUISVILLE	PAULA KNAPEK	HUMAN RESOURCES	12/07/2023	79.64

SQ *THE ARCHER + THE R	LOUISVILLE	HANNAH MILLER	CITY MANAGER	12/06/2023	21.00
SQ *WILLIAM OLIVER'S	LAFAYETTE	RONDA HENGER	HUMAN RESOURCES	12/19/2023	74.59
STARBUCKS STORE 56863	BROOMFIELD	MONAI MYLES	CITY MANAGER	12/06/2023	20.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	MEREDYTH MUTH	CITY MANAGER	12/14/2023	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT	FINANCE	12/08/2023	9.51
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT	FINANCE	12/08/2023	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT	FINANCE	12/04/2023	68.04
STERICYCLE INC/SHRED-I	BANNOCKBURN	LESLIE RINGER	HUMAN RESOURCES	11/30/2023	30.00
STUDENT MARKETING AGEN	ENGLEWOOD	JEFF FISHER	POLICE	11/26/2023	77.10
SURVEYMONK* T 45039096	SAN MATEO	ERICA SCHMITT	LIBRARY	11/30/2023	468.00
SURVEYMONK* T 45039096	SAN MATEO	ERICA SCHMITT	LIBRARY	11/30/2023	468.00
SURVEYMONK* T 45044058	SAN MATEO	CATHERINE JEPSON	PARKS	12/01/2023	900.00
STAPLES INC	STAPLES.COM	MARLA OLSON	PARKS	12/17/2023	55.99
STAPLES INC	STAPLES.COM	KELLY THARP	OPERATIONS	12/16/2023	31.18
STAPLES INC	STAPLES.COM	SANDRA ANDRETICH	OPERATIONS	12/10/2023	537.51
STAPLES INC	STAPLES.COM	SANDRA ANDRETICH	OPERATIONS	12/10/2023	24.18
STAPLES INC	STAPLES.COM	SANDRA ANDRETICH	OPERATIONS	12/08/2023	25.61
STAPLES INC	STAPLES.COM	MARLA OLSON	PARKS	11/23/2023	4.42
TARGET 00017699	SUPERIOR	GIGI YANG	LIBRARY	12/07/2023	133.49
TARGET 00017699	SUPERIOR	PATRICIA MORGAN	REC CENTER	12/05/2023	12.99
TARGET 00017699	SUPERIOR	GIGI YANG	LIBRARY	12/02/2023	17.48
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	11/28/2023	16.69
TARGET 00017699	SUPERIOR	NICHOLAS POTOCHUK	PARKS	11/27/2023	29.99
TARGET.COM	800-591-3869	AMANDA PERERA	REC CENTER	12/01/2023	1.77
THE HOME DEPOT #1506	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	12/18/2023	360.71
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	12/18/2023	19.33
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	12/18/2023	214.47
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	12/15/2023	389.92
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/15/2023	11.97
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	12/15/2023	4.26
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/14/2023	170.72
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/14/2023	21.87
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/14/2023	17.15
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	12/14/2023	29.94
THE HOME DEPOT #1506	LOUISVILLE	MIKE MILLER	POLICE	12/12/2023	116.74
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/12/2023	40.73
THE HOME DEPOT #1506	LOUISVILLE	ERICA BERZINS	POLICE	12/11/2023	97.82
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	12/11/2023	97.55
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/11/2023	15.33
THE HOME DEPOT #1506	LOUISVILLE	JEN KENNEY	POLICE	12/11/2023	798.00
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	12/11/2023	23.94
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	12/07/2023	37.55

THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	12/07/2023	166.53
THE HOME DEPOT #1506	LOUISVILLE	BRYCE LINN	PARKS	12/07/2023	12.47
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	12/06/2023	26.27
THE HOME DEPOT #1506	LOUISVILLE	STEVEN HUIZENGA	PARKS	12/06/2023	199.00
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/06/2023	28.84
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/05/2023	19.96
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	12/05/2023	95.23
THE HOME DEPOT #1506	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	12/05/2023	39.94
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	12/04/2023	121.47
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/04/2023	18.97
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	12/04/2023	17.94
THE HOME DEPOT #1506	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	12/01/2023	69.02
THE HOME DEPOT #1506	LOUISVILLE	STEVEN HUIZENGA	PARKS	12/01/2023	5.36
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	12/01/2023	28.48
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	12/01/2023	29.97
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	11/30/2023	25.44
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	11/29/2023	241.72
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	11/28/2023	714.07
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	11/28/2023	29.64
THE HOME DEPOT #1506	LOUISVILLE	LANCE PFEIFER	GOLF COURSE	11/28/2023	83.52
THE HOME DEPOT #1506	LOUISVILLE	ABBY MCNEAL	PARKS	11/27/2023	49.85
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	11/20/2023	18.93
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	11/20/2023	17.47
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	11/20/2023	47.55
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	11/19/2023	188.80
THE HOME DEPOT PRO	ATLANTA	KATHLEEN D LORENZO	PARKS	12/19/2023	358.84
THE HUMMUS REPUBLIC CO	LOUISVILLE	KAYLA BETZOLD	CITY MANAGER	12/07/2023	179.71
THE WEBSTAUANT STORE	LANCASTER	PATRICIA MORGAN	REC CENTER	11/20/2023	357.85
THE WEBSTAUANT STORE	LANCASTER	PATRICIA MORGAN	REC CENTER	11/20/2023	99.00
TOP GOLF BAY RESERVATI	DALLAS	DAVID DEAN	GOLF COURSE	12/06/2023	32.17
TOWN OF SUPERIOR	303-499-3675	ERIK SWIATEK	PARKS	12/05/2023	126.34
TRACTOR SUPPLY #2105	LAFAYETTE	KERRY KRAMER	PARKS	12/15/2023	25.98
TST* 100 NICKEL	BROOMFIELD	KATHY MARTIN	REC CENTER	11/22/2023	157.90
TST* BITTERSWEET - CAF	LOUISVILLE	PAULA KNAPEK	HUMAN RESOURCES	12/08/2023	22.19
TST* DJ'S WATERING HOL	LOUISVILLE	RONDA HENGER	HUMAN RESOURCES	12/14/2023	1,764.00
TST* DJ'S WATERING HOL	LOUISVILLE	RONDA HENGER	HUMAN RESOURCES	12/14/2023	1,764.00
TST* THE HUCKLEBERRY	LOUISVILLE	KATIE BEASLEY	REC CENTER	12/15/2023	802.97
TST* THE HUCKLEBERRY	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/15/2023	237.64
TST* THE HUCKLEBERRY	LOUISVILLE	CLAIRE KREYCIK	PLANNING	12/13/2023	87.62
TST* THE HUCKLEBERRY	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	11/28/2023	269.88
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	12/12/2023	109.50
TST* WATERLOO	LOUISVILLE	JEFF DURBIN	CITY MANAGER	12/19/2023	52.00

TST* WATERLOO	LOUISVILLE	TREVOR DEPEW	WATER	12/05/2023	92.40
TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	12/02/2023	470.45
UNITED AIRLINES	800-932-2732	CLAIRE KREYCIK	PLANNING	11/30/2023	248.25
UNITED SITE SERVICES	WESTBOROUGH	PAMELA PETERSON-HOHS	GOLF COURSE	12/04/2023	16.68
URISA	DES PLAINES	JENNIFER REILLY	IT	12/15/2023	125.00
USPS PO 0756700237	SUPERIOR	BRENDON MEILI	PARKS	12/02/2023	4.35
USPS PO 0756700237	SUPERIOR	AMANDA PERERA	REC CENTER	12/01/2023	12.45
VAN GO AUTO GLASS	BROOMFIELD	MASON THOMPSON	OPERATIONS	12/04/2023	353.00
VANCE BROTHERS DENVER	DENVER	SHANE MAHAN	OPERATIONS	12/02/2023	317.80
VZWRLLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	12/05/2023	2,788.51
VZWRLLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	11/22/2023	2,945.44
VZWRLLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	11/22/2023	872.15
VZWRLLSS*PRPAY AUTOPAY	888-294-6804	MINDY OLKJER	PUBLIC WORKS	12/08/2023	20.00
VRBO HADRWQN7	512-759-0902	DAVID DEAN	GOLF COURSE	12/19/2023	1,076.44
VRBO HADRWQN7	512-759-0902	DAVID DEAN	GOLF COURSE	12/10/2023	1,076.44
WAL-MART #1045	LAFAYETTE	PEGGY NORRIS	LIBRARY	12/06/2023	6.94
WALGREENS #9570	BROOMFIELD	SANDRA ANDRETICH	OPERATIONS	12/12/2023	9.59
WALMART.COM	WALMART.COM	KATIE TOFTE	REC CENTER	12/17/2023	44.92
WESTERN DISTRIBUTING T	DENVER	MASON THOMPSON	OPERATIONS	11/29/2023	351.19
WESTERN PAPER DISTRIBU	DENVER	KATHLEEN D LORENZO	PARKS	12/18/2023	164.19
WHENTOWORK INC	TUSTIN	KRISTEN BODINE	LIBRARY	12/18/2023	650.00
WHITESIDES BOOTS AND C	BRIGHTON	RENEE LEWELLYN	OPERATIONS	12/11/2023	150.00
WHOLEFDS SUP 10445	SUPERIOR	PATRICIA MORGAN	REC CENTER	12/16/2023	9.49
WWW.WINTER* WINTER PAR	DENVER	KATIE BEASLEY	REC CENTER	12/06/2023	1,222.65
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	12/11/2023	1,154.83
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	12/11/2023	1,094.25
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	11/30/2023	1,123.48
YOGADIRECT	800-3318233	LINDSEY WITTY	REC CENTER	12/12/2023	618.60
YOGADIRECT	800-3318233	LINDSEY WITTY	REC CENTER	12/08/2023	993.57
ZAZZLE INC	8888929953	SANDRA ANDRETICH	OPERATIONS	12/08/2023	11.31
ZAZZLE INC	8888929953	SANDRA ANDRETICH	OPERATIONS	12/06/2023	136.21
ZOOM.US 888-799-9666	SAN JOSE	ROBERT ZUCCARO	PLANNING	12/16/2023	55.99
ZOOM.US 888-799-9666	SAN JOSE	LINDSEY WITTY	REC CENTER	12/02/2023	15.99
ZOOM.US 888-799-9666	SAN JOSE	ALINA KIRCHNER	HUMAN RESOURCES	11/28/2023	15.99
ZOOM.US 888-799-9666	SAN JOSE	MIKE MILLER	POLICE	11/21/2023	163.15
					115,118.61
				K. Corcelli	2.18
				V. Ilko	51.22
					115,065.21

City Council Meeting Minutes

**August 8, 2023
Library Meeting Room
951 Spruce Street
6:00 PM**

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

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

Staff Present: ***Jeff Durbin, City Manager
Kurt Kowar, Public Works Director
Rob Zuccaro, Community Development Director
Adam Blackmore, Parks, Recreation, & Open Space Director
Ryder Bailey, Finance Director
Sharon Nemechek, Cultural Services Director
Rhonda Henger, Human Resources Director
Paulina Bennett, Information Technology Director
Rafael Gutierrez, Police Chief
Emily Hogan, Assistant City Manager
Meredyth Muth, City Clerk***

2024 CITY COUNCIL WORK PLAN

Mayor Maloney stated this meeting will be the chance for the Council to review the work plan list the Council created in May. Members may propose additional items to be considered, remove items, and then the group will prioritize the list.

City Manager Durbin noted this discussion was moved to earlier in the year to better inform the annual budget process. He reviewed the new items on the list that staff has suggested. These items are mostly continuing or recurring items that will take some time in the coming year.

Members reviewed the items proposed from staff and discussed some of the details of the items. They kept some items that need Council input or approvals, put some under the recurring items section, and removed those that don't require Council input.

Durbin noted one additional item to add is discussion of the Boulder County Minimum wage which Council had asked for and staff is already working on.

Councilmember Hoefner asked that discussion of a possible seasonal or temporary Main Street Closure be added to the list for consideration.

Members took some time to define items and clarify what is needed for each one and understand how Council will be engaged in each item.

Members completed a prioritization process to compile all members' requests. Staff will review the prioritization information and update the document. Staff will then bring back the next iteration for Council consideration.

2024 BUDGET AND CAPITAL PROJECTS UPDATE

City Manager Durbin stated the 2024 budget process is just starting and this is a chance for the Council to review capital projects and determine if any should be changed or added.

Director Bailey did a high level review of the capital projects and all funds. He reviewed the new projects being requested for 2024.

Members asked for some clarification on some projects and for information on grants that might offset some of the costs.

ADJOURN

Members adjourned at 8:10 pm.

Dennis Maloney, Mayor

Meredyth Muth, City Clerk

City Council Special Meeting Minutes

**November 27, 2023
City Hall, 749 Main Street
8:30 AM**

Call to Order – Councilmember Hamlington called the meeting to order at 8:30 am. The following members were present:

City Council: ***Councilmember Barbara Hamlington
Councilmember Dietrich Hoefner
Councilmember Deborah Fahey***

Staff Present: ***Meredyth Muth, City Clerk***

REVIEW BOARD AND COMMISSION APPLICATIONS AND IDENTIFY APPLICANTS TO RECOMMEND FOR COUNCIL INTERVIEW OR APPOINTMENT

Committee members Hamlington and Hoefner discussed the applicants' qualifications and merits and deliberated about possible appointments. They identified which applicants to recommend to the full Council for appointment and which to interview for the vacancies.

ADJOURN

Members adjourned at 8:47 am.

Christopher M. Leh, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**City Hall, Council Chambers
749 Main Street**

December 11, 2023, 5:00 PM

Call to Order – Mayor Leh called the meeting to order at 5:00 p.m. **Roll Call** was taken; the following members were present:

City Council: ***Mayor Chris Leh
Mayor Pro Tem Caleb Dickinson
Councilmember Deborah Fahey
Councilmember Barbara Hamlington
Councilmember Judi Kern (arrived 5:40 pm)***

Absent: ***Councilmember Dietrich Hoefner***

Staff Present: ***Meredyth Muth, City Clerk***

DISCUSSION OF INTERVIEW QUESTIONS & PROCESS

Members reviewed proposed interview questions for the applicants, made edits, and finalized the questions.

Members interviewed 15 applicants for various boards and commission vacancies. The Council asked questions about their interest in serving, their knowledge of city processes, and the skills they bring to the position.

At 9:32 pm members continued the meeting to Wednesday and adjourned for the evening.

December 12, 2023, 5:00 PM

Call to Order – Mayor Leh called the meeting to order at 5:00 p.m. **Roll Call** was taken; the following members were present:

City Council: **Mayor Chris Leh**
 Mayor Pro Tem Caleb Dickinson
 Councilmember Deborah Fahey
 Councilmember Barbara Hamlington
 Councilmember Dietrich Hoefner
 Councilmember Judi Kern

Staff Present: **Meredyth Muth, City Clerk**

Members interviewed an additional 12 applicants for various boards and commission vacancies. The Council asked questions about their interest in serving, their knowledge of city processes, and the skills they bring to the position.

DISCUSSION & IDENTIFICATION OF POTENTIAL APPOINTEES

Members discussed the applicants' qualifications and merits and deliberated about possible appointments. Members created a list of recommended appointments to be voted on at the December 19 meeting.

ADJOURN

Members adjourned at 10:26 pm.

Christopher M. Leh, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**January 9, 2024
Library Meeting Room
951 Spruce Street
6:00 PM**

Call to Order – Mayor Leh called the meeting to order at 6:03 p.m. **Roll Call** was taken and the following members were present:

City Council: ***Mayor Chris Leh
Mayor Pro Tem Caleb Dickinson
Councilmember Deborah Fahey
Councilmember Barbara Hamlington
Councilmember Dietrich Hoefner
Councilmember Judi Kern (arrived 6:08 pm)***

Staff Present: ***Samma Fox, Deputy City Manager
Kurt Kowar, Public Works Director
Rob Zuccaro, Community Development Director
Ember Brignull, Open Space Superintendent
Abby McNeal, Parks Superintendent
Kathy Martin, Recreation Superintendent
Meredyth Muth, City Clerk***

2024 CITY COUNCIL WORK PLAN

Councilmember Leh stated the 2024 work plan was formally adopted last fall, but now with this new council in place it makes sense for the group to review the work plan and make sure everyone is still comfortable with the items on the list and the priorities.

Acting City Manager Fox stated that the annual Work Plan is for Council to set its policy priorities for the year. She noted Council's role is to set purpose/vision and implement strategic goals. That high level of direction is then implemented by staff doing the day-to day work. She noted last year the process timeline was changed so the work plan could inform the annual budget process.

She reviewed the items that were approved on the plan last year. She stated that if Council would like to make changes they should take into consideration staff and council capacity, understanding there will be emergent issues that come unexpectedly; and how the resident survey fits in to the plan.

Staff will incorporate council direction from this meeting and revise the advanced agenda as appropriate. Council will begin working on the 2025-26 Work Plan in May.

Public Comments – None.

Members reviewed the list starting with the high priority items.

Fahey would like to include regulating ebikes and scooters in the traffic safety section and also link affordable housing discussions with transportation needs. Members were in agreement to make these changes.

Members want to clarify what items Traffic Safety includes and prioritize pedestrian and bicycle safety. They reworded the item as Transportation Safety.

Councilmember Hamlington asked that evacuation plans be included in the work plan in whichever section it makes sense.

Members discussed how staff capacity is affected by these items, what scheduling looks like for some topics, and how that all will have to fit together.

Mayor Leh asked if amendments to the commercial building code should be included in some section, either Economic Vitality or as an ongoing item. Members agreed to that change.

Councilmember Kern would like Resiliency/Fire Hardening moved to the high priority category. Members decided to make it high priority and add Emergency Preparedness in the document.

Members moved Open Space Management to medium priority only because most of this work is already approved and being implemented so Council does not need to dedicate much meeting time for it. The item was rewritten to include a discussion of the implementation of the new sales tax and budget discussion.

Members discussed the timing of a possible discussion of a proposed Main Street closure and made it a medium priority.

Members discussed what they think interaction with the advisory boards should look like. They added a medium priority item for Board and Commission Engagement.

Members reviewed and discussed the remaining items.

DISCUSSION/DIRECTION – CITY COUNCIL EXPECTATION SETTING

Given the late hour members moved this item to the January 22 Special Meeting.

ADJOURN

Members adjourned at 8:46 pm.

Christopher M. Leh, Mayor

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF PURCHASE OF EXTREME SWITCH
HARDWARE**

DATE: JANUARY 16, 2024

PRESENTED BY: PAULINA BENNETT, DIRECTOR INFORMATION TECHNOLOGY

SUMMARY:

The IT Department is replacing network switches that serve to connect multiple devices within a local area network (LAN) and forward data frames between them. Switches are a core component of the City's IT infrastructure. Switches reach end of life around 7 years old when the chances for failure and downtime significantly increase. These switches are 8 years old. The switches are also at end of life for support by the vendor.

The IT department will be using the General Services Administration (GSA) to get the benefit of the pricing available through those procurement systems. Information about the GSA contract can be found [here](#) and is approved to be used through the City of Louisville's purchasing policy.

FISCAL IMPACT:

The City of Louisville has allocated \$100,000 in its Capital Improvement Program (CIP) specifically for the replacement of switches, addressing the critical need for upgraded infrastructure. This project was planned through the CIP program in. The total one-time cost for this project is \$120,000.

The cost for the switches is \$107,852.51

The cost for additional hardware such as power supply, mounting hardware, and enclosures is roughly \$7,800. This cost will be incurred later and is estimated.

IT would also like to budget \$4,500 for any unforeseen electrical work. This cost will be incurred later if needed and is considered a contingency.

The total one-time cost for this project is \$120,000. An increase of \$20,000 from the original CIP of \$100,000. The additional funds will be included in a future budget amendment.

PROGRAM/SUB-PROGRAM IMPACT:

IT sub-program goal: To maintain a secure and connected network ensuring all users have appropriate technological resources to effectively perform their jobs.

SUBJECT: APPROVE PURCHASE OF EXTREME SWITCH HARDWARE

DATE: JANUARY 16, 2024

PAGE 2 OF 2

RECOMMENDATION:

Staff recommends approving the purchase of extreme switch hardware

ATTACHMENT(S):

1. PCS USA Quote

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☒	 Supportive Technology	☐	 Collaborative Regional Partner



Main: 305-667-0633

Email: npesu@pcsusa.net

Web: www.pcsusa.net

We have prepared a quote for you

2024 LAN Refresh

Quote # 010915
Version 2

Prepared for:

City of Louisville

Prepared by:

PC Solutions & Integration

2024 LAN Refresh

Quote Information:

Quote #: 010915

Version: 2

Delivery Date: 12/08/2023

Expiration Date: 02/29/2024

Prepared for:

City of Louisville

749 Main Street
Louisville, CO 80027
Daniel Wooldridge

dwooldridge@louisvilleco.gov

Prepared by:

PC Solutions & Integration

Nick Pesu
480-549-0029
Fax 305-667-0618
npesu@pcsusa.net

5320

Line #	Part #	Product Description	Price	Qty	Ext. Price
1	5320-16P-4XE	5320 16x10/100/1000Base-T PoE+ ports 4x1GbE SFP ports upgradeable to 10G SFP+ MACsec capable 1 Fixed AC PSU Fans.	\$1,589.15	3	\$4,767.45
2	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$6.66	3	\$19.98
3	5320-24P-8XE	5320 24x10/100/1000Base-T PoE+ ports 8x1GbE SFP ports upgradeable to 10G SFP+ MACsec capable 1 Fixed AC PSU Fans.	\$2,044.25	4	\$8,177.00
4	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$6.66	4	\$26.64
5	5320-48P-8XE	5320 48x10/100/1000Base-T PoE+ ports 8x1GbE SFP ports upgradeable to 10G SFP+ MACsec capable 1 Fixed AC PSU Fans.	\$3,228.62	9	\$29,057.58
6	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$6.66	9	\$59.94
Subtotal:					\$42,108.59

5420

Line #	Part #	Product Description	Price	Qty	Ext. Price
7	5420M-16MW-32P-4YE	ExtremeSwitching 5420M 16 100Mb/1Gb/2.5Gb 802.3bt 90W PoE 32 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10/25G un-pop SFP28 MACsec capable includes fan module 2 un-pop modular PSU slots.	\$4,761.53	7	\$33,330.71
8	XN-ACPWR-920W	920W AC PoE PSU supported on PoE models of 5420 switches	\$590.15	7	\$4,131.05
9	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15	\$14.06	7	\$98.42
Subtotal:					\$37,560.18

7520

Line #	Part #	Product Description	Price	Qty	Ext. Price
10	7520-48Y-8C-AC-F	Extreme 7520-48Y Switch - Ships with two AC front-to-back airflow power supplies, six front-to-back airflow fans, one 4-post rack mount kit. Supports 48 x 1G/10G/25G fiber ports and 8 x 40G/100G fiber ports	\$12,578.15	2	\$25,156.30
11	97004-7520-48Y-8C-AC-F	EW NBD AHR 7520-48Y-8C-AC-F	\$1,500.40	2	\$3,000.80
12	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	\$6.66	4	\$26.64
Subtotal:					\$28,183.74

Quote Summary

Description	Amount
5320	\$42,108.59
5420	\$37,560.18
7520	\$28,183.74
Total:	\$107,852.51

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

SUBJECT: APPROVAL OF APPOINTMENT TO THE BUILDING CODE BOARD OF APPEALS

DATE: FEBRUARY 16, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The City currently has two vacancies on the Building Code Board of Appeals (BCBOA). Peter Geise's term on the BCBOA ended in 2023 and while he submitted an application for reappointment during the 2023 recruitment process it appears to have never reached the City Clerk's Office. Mr. Geise is a building professional and meets the qualifications to serve on the board. He would like to be considered for reappointment.

Councilmembers Hamlington and Hoefner have reviewed the application and recommend Mr. Geise be appointed to serve another term on the BCBOA.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve appointment of Peter Geise to the BCBOA for a term ending in December 2026.

ATTACHMENT(S):

1. Application

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☐		Vibrant Economic Climate	☐		Quality Programs & Amenities
☒		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

Reappointment Self-Assessment for 2024

The City of Louisville thanks you for your interest in rejoining your respective board or commission. Below you will find a set of questions designed to help you reflect and evaluate your strengths, opportunities, and accomplishments for the time you have been on the board.

Applicant Name: *Peter Geise*

Board/Commission Reapplying For: *BCBDA*

BOARD FEEDBACK

1. What is one thing that is going well on the board?

*We have tried to make a impact on
our community*

2. What is one opportunity that you see for the board?

*Help advise the Building Dept. and
council members.*

3. Do you feel that your board is making impact in the community? If not, what would you like to see done differently?

*Sometimes, it's a little bit like going uphill
the whole time we are getting something
passed*

AREAS OF ASSESSMENT: Based on each quality, please put a checkmark under the appropriate category based on your own self-reflection

QUALITY	EXCELLENT	GOOD	AVERAGE	NEEDS IMPROVEMENT
Effective Communication	☒	☐	☐	☐
Timeliness/Attendance	☒	☐	☐	☐
Effective listening	☒	☐	☐	☐
Fostering respect	☒	☐	☐	☐
Considering equity in decision-making process	☒	☐	☐	☐
Building Relationships	☐	☒	☐	☐
Solutions oriented	☒	☐	☐	☐
Navigating difficult conversations	☐	☒	☐	☐
Curiosity	☒	☐	☐	☐

GOALS

Have you met the goals you had for joining the board? Why or why not?

No not as of yet in 2023

OPPORTUNITIES

What is an area that you'd like to focus on for your next term?

The next code adoption

Have there been any special circumstances that have hindered or helped you in performing your role this year? If yes, what was it and how did it impact your work?

NO Not at All

Submit this reappointment questionnaire **with your general application form** by email to MeredythM@LouisvilleCO.gov or deliver it to City Hall, 749 Main Street. City Hall is open Monday – Thursday, 8 am – 4 pm. Applications are due by **November 13, 2023 at 4:00 pm**.

Please contact Meredyth Muth at MeredythM@louisvilleco.gov or 303.335.4536 if you have questions or need assistance with language access resources or other accommodations.

Interviews may be scheduled for December 11 and 12; you may need to be available one of these evenings for a short interview with the City Council in person or via Zoom.

**SUBJECT: APPROVAL OF 2024 ON CALL GEOGRAPHIC INFORMATION
SYSTEM AND ASSET MANAGEMENT SYSTEM SUPPORT
SERVICES CONTRACT WITH INVISON GIS, LLC**

DATE: FEBRUARY 16, 2024

**PRESENTED BY: KURT KOWAR, DIRECTOR OF PUBLIC WORKS
ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION &
OPEN SPACE**

SUMMARY:

The Public Works & Utilities Department Utilizes a Geographical Information System (GIS) and Asset Management (AM) system to track and manage infrastructure. The Parks Department is currently in the process of implementing a GIS and AM system to manage parks and trail infrastructure.

The Public Works and Utilities Department has historically utilized Invision GIS for GIS and AM software implementation, maintenance, and training for staff. In 2024 Invision GIS will continue to support the new efforts for the Parks Department.

Parallel, the City has a GIS Architect who coordinates citywide GIS and AM efforts as well as internalizes portions of the work effort with Invision GIS specializing in Asset Management implementation, staff field level support and training.

Benefits the City benefits from its investment in Lucity Asset Management and GIS including:

- Ongoing preventative maintenance schedules that are continuously being improved or added to ensure no asset is left behind.
- Ability to understand the cost of doing business for assets with labor and materials.
- Ability to understand where time is spent, evaluate if it is effective, and determine if it is providing adequate levels of service.
- Shared digital mapping between departments and divisions to ensure everyone is working from the most current and accurate information.
- Time Tracking and Mapping of asset histories to identify trends and quickly work towards solutions to identified problems.
- Asset Condition forecasting to allow for planning of long term capital plans. *(Utilized for the pavement management system and 6 year capital plan)*
- Complete digital mapping and asset record work flow that eliminates manual data entry and retrieval, eliminates duplication, provides for knowledge retention, allows for trend analysis and data driven decision making.

SUBJECT: INVISION GIS, LLC 2024 ON CALL SERVICES CONTRACT

DATE: FEBRUARY 16, 2024

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- Improved assurance that Environmental Compliance through Federal and State requirements are being met.
- Mitigate knowledge loss when there is employee turnover.

The City has worked through a sole source contract with Invision GIS since 2015 to implement, develop, and support the Public Works and Utilities Enterprise Work Order and Asset Management System. Invision GIS also participated in a City Request for Proposal process in 2018 that evaluated costs and service offerings comparative to other firms.

The scope of work for 2024 will:

- Provide ongoing support services for GIS and Asset Management for Public Works. Base \$90,000, \$10,000 contingency.
- Provide implementation services for GIS and Asset Management for Parks, Recreation, and Open Space. Base \$40,000, \$10,000 contingency.

FISCAL IMPACT:

The approved 2024 budget provides funding in multiple areas for GIS and Asset Management support services.

PROGRAM/SUB-PROGRAM IMPACT:

This effort supports the ability of the Transportation, Utility, Public Safety & Justice, Parks, Recreation, Cultural Services, Community Design, and Administration & Support Services Programs to complete their goals and objectives.

RECOMMENDATION:

Staff recommends approval of an on-call services contract with Invision GIS, LLC for Geographical Information Systems (GIS) and Asset Management System (AM) implementation, support, and training services in an amount not to exceed \$130,000 and a staff controlled \$20,000 contingency.

ATTACHMENT(S):

1. Contract

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☒		Reliable Core Services
☐		Vibrant Economic Climate	☒		Quality Programs & Amenities

SUBJECT: INVISION GIS, LLC 2024 ON CALL SERVICES CONTRACT

DATE: FEBRUARY 16, 2024

PAGE 3 OF 3

☐	 Engaged Community	☐	 Healthy Workforce
☒	 Supportive Technology	☐	 Collaborative Regional Partner

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND INVISON GIS, LCC
FOR GIS AND WORK ORDER IMPLEMENTATION CONSULTING SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and InVision GIS, LLC, a Fort Collins, Colorado company, hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing GIS and and Work Order Implementation Consulting 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. 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 Kurt Kowar 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 Kurt Kowar and such person's designees.
- 5.2 The Contractor designates Jill Fischer 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 Jill Fischer, 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, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on January 1, 2024 and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 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. 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: Kurt Kowar
749 Main Street
Louisville, CO 80027
e-mail: kurtk@louisvilleco.gov

If to the Contractor:

InVision GIS, LLC
Attn: Jill Fischer
8466 Cindy Ln
Fort Collins, CO 80525
Phone: (970) 776-6321
Email: jillfischer@invisiongis.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.

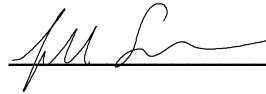
In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

 _____

By: Jill Fischer _____

Title: Owner _____

Date: 12/22/2023 _____

Exhibit A – Scope of Services

[See Following Page(s)]

Independent Contractor Agreement Exhibit "A"



~~EXHIBIT B~~: SCOPE OF SERVICES FOR CITY OF LOUISVILLE PUBLIC WORKS AND
PARKS – **2024**

GIS AND IMPLEMENTATION CONSULTING SERVICES

SUBMITTED BY



InVision GIS, LLC

8466 Cindy Ln
Fort Collins, CO 80525
(970) 667-0501
info@invisiongis.com
www.invisiongis.com

Principal Contact Information:

Jill Fischer

8466 Cindy Ln
Fort Collins, CO 80525
Ph: (970) 776-6321
jillfischer@invisiongis.com

January 4, 2024

Introduction and Budget – Public Works

This scope of work includes tasks for implementing and supporting a Geographic Information System (GIS)-centric Work order System for The City of Louisville-Public Works (City). Louisville PW continues to enhance their current GIS for the growing needs of the City to support further integration with Lucity. Lucity is an asset management and work order system that is highly configurable and integrated with GIS. It requires server configuration, integration with GIS, and software configuration to model business processes. This scope also includes creating further functionality in desktop, online and mobile GIS applications.

The Public Works GIS budget for 2024 is \$90,000.

Public Works Project Overview

The following section lists tasks that will be worked on this year. The City can modify the task list throughout the year if there is a desire to revise or reprioritize.

1. Coordinate with IT and Public Works on Server Requirements and Installation of Lucity and Esri components. Upgrades to Lucity and Esri products.
2. Coordinate with IT on data storage, data ownership, configuration and enterprise set-up.
3. Configure and coordinate security for Lucity, Arrow Eos, Trimble and ArcGIS Enterprise.
4. Serve as a business analyst to determine workflow processes and needs for implementing Lucity modules with Public Works staff.
5. Support, set-up and configure run-time interface for WTP & WWTP.
6. Support, set-up and configure inventory for Ops, WTP & WWTP.
7. Configure and implement preventive maintenance and inspection workflow processes for engineering, water, wastewater, storm, facilities environmental compliance and treatment plants.
8. Support and meetings on Lucity products and enhancements desired by staff.
9. Configure and maintain the integration between Lucity and GIS for editing and updating through both GIS and Lucity software.
10. Create custom training for field and office personnel and conduct training for the Lucity client interface.
11. Support and train users on GPS data collection. Manage data collection and updating of features by staff.
12. Support the update of GIS data based on GPS, as-builts and staff edits using Lucity tools.
13. Manage efforts to enhance and maintain an asset management program.
14. Support, train and manage projects of Public Works GIS staff.
15. Work with external consultants to incorporate pavement surveys, traffic counts and asset collection surveys.
16. Create and support web and mobile applications such as Public Works Asset viewer, Survey123 asset data collection, CIP management, Pavement management Traffic Counts and Traffic Calming.
17. Project management and updates.
18. Phone, Email, Web and in-person support.

Introduction and Budget - Parks

This scope of work includes tasks for implementing and supporting a Geographic Information System (GIS)-centric Work order System for The City of Louisville-Parks (Parks). Parks would like to enhance their current GIS for the growing needs to support further integration with Lucity. Lucity is an asset management and work order system that is highly configurable and integrated with GIS. It requires server configuration, integration with GIS, and software configuration to model business processes. As part of a GIS-centric work order system, Parks would like to collect and maintain their assets in GIS layers for viewing in desktop, web and mobile applications.

The Parks GIS budget for 2024 is \$40,000.

Parks Project Overview

The following section lists tasks that will be worked on this year. Parks can modify the task list throughout the year if there is a desire to revise or reprioritize.

1. Coordinate with IT and Parks on Server Requirements and Installation of Lucity components. Upgrades to Lucity and Esri products.
2. Configure and coordinate security for Lucity, and ArcGIS Enterprise.
3. Coordinate with staff to develop schema and data for GIS features that will be linked to Lucity.
4. Support and set-up data collection efforts of Parks assets through GPS and Survey123 applications.
5. Serve as a business analyst to determine workflow processes and needs for implementing Lucity modules with Parks staff.
6. Configure and implement reactive maintenance, preventive maintenance and inspection workflow processes for Parks.
7. Support and meetings on Lucity products and enhancements desired by staff.
8. Configure and maintain the integration between Lucity and GIS for editing and updating data through both GIS and Lucity software.
9. Create and support web and mobile applications.
10. Create custom training for field and office personnel and conduct training for the Lucity client interface.
11. Support, train and manage projects of Parks GIS staff.
12. Project management and updates.
13. Phone, Email, Web and in-person support.

EXHIBIT C
Schedule of Rates

Tasks will be billed at an hourly rate in increments of 15 minutes and invoiced monthly.

Task	Rate
GIS Technician	\$60/hr
GIS Technician II	\$70/hr
GIS Specialist	\$75/hr
GIS Analyst	\$85/hr
GIS Professional Services and Project Manager	\$105/hr
Travel Time	Same as rate, based on position
Phone, Email, Web Support	Same as rate, based on position

**SUBJECT: APPROVAL OF FUNDING STRATEGY FOR 2023-2024
PLAYGROUND PROJECTS & BUDGET AMENDMENT TO
ALLOCATE PART OF DENVER BRONCOS SALE PROCEEDS**

DATE: JANUARY 16, 2024

**PRESENTED BY: ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION &
OPEN SPACE
BRYON WEBER, PARK PLANNING & PROJECT MANAGER**

SUMMARY:

An amendment to the 2024 Budget is requested to designate a portion of Louisville's proceeds received from the sale of the Denver Broncos for the purpose of renovations to youth playgrounds and activity spaces.

Of the \$254,627.76 received from the Stadium District in 2022, staff requests to utilize \$200,000 for playground renovations at Joe Carnival and Meadows Parks and \$25,000 for youth activities at the Recreation & Senior Center (such as the indoor playground).

Associated with this budget amendment, staff requests approval of the funding strategy outlined in the table below for 2023-2024 playground renovation projects, which includes allocation of \$200,000 in Broncos sale proceeds to supplement available City and Grant funds.

Further explanation on both the Broncos sale proceeds and playground renovation projects can be found below.

2023-2024 Playground Funding Strategy:

Source	Meadows & Carnival:	Sunflower & Enclave:	Other Parks (T.B.D 2024)	Total	Remaining
Capital Fund - 2023	100,000	500,000		600,000	-
Capital Fund - 2024	150,000		150,000	300,000	-
Conservation Trust Fund (CTF) - 2023	400,000	-		400,000	-
Conservation Trust Fund (CTF) - 2024			200,000	200,000	-
GOCO Grant - 2024		500,000		500,000	-
Broncos Sale Proceeds	200,000			254,627.76	54,627.76
Total	850,000	1,000,000	350,000	2,254,627.76	54,627.76

Background on Broncos Sale Proceeds:

On October 10, 2022, the City received \$254,627.76 from the Stadium District as Louisville's share of proceeds from the sale of the Denver Broncos per the terms provided by the Metropolitan Football Stadium District. This distribution requirement was outlined in Article 33 of the Lease and Management Agreement dated September 3, 1998 between the Metropolitan Football Stadium District and PDB Sports, LTD. The funds are restricted to support "Youth Activity Programs" and will have an annual reporting requirement.

Receipt and allocation of the proceeds was previously discussed by City Council on 12/20/22. Discussion at that time directed staff to utilize proceeds for playground improvements and/or Recreation Center Youth Activities, however a formal budget amendment allocating funds to any specific project(s) was not made.

Note: Under this request, any use of the remaining proceeds in the amount of \$29,627.76 remains subject to future council approval and budget amendment(s).

Background on Playground Renovations:

As part of the 2023-2024 budget approved on 11/15/2022, through a combination of budget line items, a total of \$1,500,000 was allocated for renovating and/or rebuilding multiple park playgrounds in the City. The 2023 budget designated \$1,000,000 total for Meadows, Joe Carnival, Enclave and Sunflower Parks and the 2024 budget includes \$500,000 total for properties yet to be specified. Additionally a grant of \$500,000 was recently awarded by Great Outdoors Colorado related to Marshall Fire impacts at Sunflower and Enclave Parks.

FISCAL IMPACT:

The 2024 budget adopted by City Council on 11/6/2023 will be amended by Finance Department at a future Council date to allocate \$200,000 of Broncos sale proceeds towards 2024 playground renovations and \$25,000 towards Recreation Center youth activities as outlined above.

PROGRAM/SUB-PROGRAM IMPACT:

Increased levels of youth programming service and amenities for Parks, Recreation, Open Space & Golf as well as Cultural Services for program participant in and around Louisville.

RECOMMENDATION:

Council approve the funding strategy outlined above for completing 2023-2024 youth playground improvement projects, including a budget amendment to designate \$225,000 of Denver Broncos sale proceeds. Authorize the Mayor and City Clerk to execute any future contract documents on behalf of the City.

SUBJECT: ALLOCATION OF BRONCOS SALE PROCEEDS

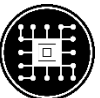
DATE: JANUARY 16, 2023

PAGE 3 OF 3

ATTACHMENT(S):

None

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**SUBJECT: RESOLUTION NO. 4. SERIES 2024 – A RESOLUTION
APPROVING A PROPERTY TAX INCREMENT REBATE
AGREEMENT WITH SCHLAGETER PROPERTIES, LLC
PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE LOUISVILLE REVITALIZATION COMMISSION
AND THE CITY OF LOUISVILLE**

DATE: JANUARY 16, 2024

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Schlageter Properties, LLC submitted an application for direct financial assistance for their renovation project at 916 Main Street in downtown Louisville. The applicant is requesting a 90% rebate of the expected increase in property taxes generated by the redevelopment over a ten-year period.

The applicant purchased the property at 916 Main Street with the intention of renovating the property and opening a new retail and service business, Radiance MedSpa. Radiance MedSpa will offer a variety of state-of-the art nonsurgical medspa treatments along with an assortment of retail products for sale.

The project entails a combination of preservation, renovation, and upgrading of the 72-year old existing structure as further described in the applicant's project narrative. The primary undertakings include:

- Maintaining the existing storefront in its original configuration with modifications proposed to enlarge the windows and entry door to better support the retail use;
- A full interior renovation to meet code and current standards for Class-A commercial buildings including new building systems;
- Exterior improvements to the alley-facing elevation; and
- Provide for ADA compliance and numerous other upgrades and enhancements.

The Louisville Revitalization Commission (LRC) previously reviewed this request during its May 10, 2023 meeting. The LRC indicated that they supported this request at a high level and directed staff to advance the application to a third-party financial review. Economic & Planning Systems (EPS) completed its review on December 8, 2023.

The LRC approved the attached Property Tax Increment Rebate Agreement with Schlageter Properties, LLC (*Attachment #1*) at its December 20, 2023 meeting. The agreement must also be approved by City Council in accordance with the Amended and Restated Cooperation Agreement between the LRC and the City of Louisville.

BACKGROUND

The LRC can partner with developers/businesses to provide financial assistance for a project in two ways:

- 1) Public Infrastructure Improvements: Assists with the cost for public infrastructure improvements needed to facilitate the revitalization of property. Such infrastructure can be public or privately owned, but must be needed to remediate or prevent blight; OR
- 2) Direct Financial Assistance (Property Tax Rebate): Provides assistance to achieve financial feasibility for the project.

While the LRC has considered several projects for TIF financial assistance over the years, only one prior project has been considered for *direct financial assistance* for private development, the Terraces at 712-722 Main Street by Boulder Creek Neighborhoods in 2019; all other projects were considered for public infrastructure improvement assistance. Therefore, staff feels it is appropriate to provide an overview of the review process required for direct financial assistance applications, as well as the program assistance parameters.

Review Process Overview

Per the City's policy for direct financial assistance there is multi-step review procedure process to be conducted by the LRC as follows:

- Step 1: The LRC is to review the proposed project at a high level. If the majority of the LRC is supportive of the project at this level, the project will be advanced to a third-party financial review.
- The cost of the third-party review will be shared between the applicant and the LRC with each party paying 50% of the cost. If the project is ultimately constructed, the LRC will rebate the applicant its 50% share upon issuance of the Certificate of Occupancy.
- Step 2: At a future meeting, the analysis from the third-party financial review will be considered by the LRC, and a determination will be made as to whether they support or oppose providing Direct Assistance for the project, subject to the applicant's entrance into a Property Tax Increment Rebate Agreement. Should the LRC support the project, the LRC will give guidance about the parameters of terms for such Agreement.
- Step 3: Staff will prepare the Property Tax Increment Rebate Agreement per the terms identified by the LRC. The Agreement will then be presented to the City Council for review and consideration.
- Step 4: After consideration by the City Council, the Agreement will be brought to a meeting of the LRC for final approval.

Today's discussion with City Council constitutes Step 3 of the process.

Direct Financial Assistance Parameters

To be awarded financial support, projects must demonstrate that they would provide exceptional and unique public benefits and would not be reasonably expected to be feasible without City financial or other economic support. If the project demonstrates this, the LRC and City may consider awarding a 50% property tax increment rebate for a period of up to five (5) years from the direct collection of the *incremental* property taxes attributable to the project. However, for projects that provide extraordinary community benefits or will generate substantial sales and other taxes for the City an award of up to a 90% property tax increment rebate for a period of up to ten (10) years may be considered.

REQUEST:

The applicant is proposing a full renovation of the existing building which was constructed in 1950. This includes demolition of all existing interior improvements, new interior build-out for Radiance MedSpa including all walls, ceilings, finishes, new HVAC, plumbing and electrical, preserve the front façade and improve with larger storefront windows and entry door to support the retail use, and other exterior improvements and sitework. The applicant anticipates that the project will be completed by February 2024.

In their application, the applicant states that the project is not financially feasible given the required projects costs compared to the amount of income generation that is possible using comparable lease rates in downtown Louisville. The assistance requested is a 90% rebate of the increased property taxes resulting from the new value of development above the existing value of the property over a 10-year period.

DISCUSSION:

The following includes a brief overview of the Highway 42 Urban Renewal Plan (the 'Plan') purpose, project requirements to be considered for financial assistance, and staff's review of the proposed project in terms of its alignment with the Plan objectives, the Property Tax Increment Financing Rebate Assistance Policy, and other applicable evaluation criteria. It also includes a high-level review of the project's need for financial assistance.

Plan Purpose & Goals

The purpose of the Plan is to "reduce, eliminate and prevent the spread of blight within the Urban Renewal Area (URA) and to stimulate growth and reinvestment within the URA boundaries, on surrounding blocks, and throughout the Downtown." Properties within the URA may be eligible for financial assistance where the rehabilitation, redevelopment or improvement of existing structures and infrastructure will promote new investment and reinvestment.

In 2019 the Louisville City Council and LRC adopted a "Property Tax Increment Financing Rebate Assistance Policy," (*Attachment #2*) by which the LRC is authorized to make rebates of a percentage of property tax increment revenues generated by

properties within the URA to the property owner in order to support projects that may provide exceptional and unique public benefits (“Direct Assistance”).

For a project to be considered for Direct Assistance under the Property Tax Increment Financing Rebate Assistance Policy, it must support the overall goals of the City and the Plan, including promoting an environment which allows for a range of uses and product types which can respond to market conditions over time; further the goals and objectives of the Louisville Comprehensive Plan, the Plan, Historic Preservation Plan, and other relevant policies; and leverage the community’s investment in public improvements projects in the Area.

In addition to eliminating and preventing blight, proposed projects must also address at least three or more of the objectives outlined in the Plan, including:

- A. Improve relationship between the URA and surrounding areas
- B. Provided uses supportive of and complimentary to planned improvements
- C. Encourage a mix of uses and/or mixed-use projects
- D. Promote a variety of products to address multiple income segments
- E. Provide ease of vehicular and pedestrian circulation and improve connections
- F. Encourage continued presence of businesses consistent with the plan vision
- G. Mitigate impacts from future transportation improvements
- H. Encourage public-private partnerships to implement the plan
- I. Encourage shared parking among projects in the area
- J. Landscape streetscapes to unify uses and plan components

Staff finds that the proposed project may be considered for assistance because it supports the overall goals of the plan, and it addresses at least three of the objectives outlined above, including:

- C. Provides a mix of retail and services uses;
- E. Provides ease of pedestrian circulation on the site and within the building by making improvements to comply with ADA accessibility; and
- F. Encourages the continued presence of retail and service-based business in the URA.

Criteria for Evaluation

In addition to consideration of how the application furthers the Plan Goals, and how it addresses at least three or more of the Plan objectives, applications for direct assistance are evaluated on how they provide positive impacts to the community and how the project addresses the following criteria:

1. The elimination or prevention of blight in the URA.
2. The ability to stimulate growth and reinvestment in the URA.
3. The economic benefits to the community from the project.
4. The effect of the project on surrounding property.

5. The increase in property value created from the project.
6. For property within downtown Louisville, the project is consistent with the City's historic preservation goals and objectives.

The LRC will give special consideration to projects that will also provide potential sales and other forms of tax revenue increases to the City and/or other significant community benefits which might include but would not be limited to: providing outdoor and indoor public spaces, public art, affordable housing, transportation infrastructure improvements, parking beyond the needs of the project and historic building restoration or improvements.

STAFF ANALYSIS

The following is staff's analysis of the project in terms of how it does or does not meet the following:

- Supports the overall goals of the Plan;
- Addresses the Criteria for Evaluation required for Direct Assistance; and
- Demonstration of need for public assistance.

Advancement of the URA

The Highway 42 Urban Renewal Plan's purpose states the desire to eliminate blight and to stimulate growth and reinvestment. This project is an investment of over \$2.5 million (including acquisition) in downtown.

The Development and Design Objectives within the Highway 42 Urban Renewal Plan area as follows:

The development objectives for the Urban Renewal Area include establishment of a variety of uses that will allow projects to respond to changing market conditions. Proposed land uses within the Urban Renewal Area include commercial, office, residential, commuter, public, and parking. Design objectives for the Urban Renewal Area also promote flexibility, adaptability to a range of uses and product types and consistency with prevailing market conditions. Other objectives include:

- a) *Eliminate and prevent blight*
- b) *Improve relationship between this area and surrounding areas (neighborhoods, downtown, open space)*
- c) *Increase property values*
- d) *Provide uses supportive of and complementary to planned improvements (transit)*
- e) *Encourage a mix of uses and/or mixed-use projects*
- f) *Promote a variety of products to address multiple income segments*
- g) *Provide ease of vehicular and pedestrian circulation and improve connections*

- h) Encourage continued presence of businesses consistent with the plan vision*
- i) Provide a range of financing mechanisms for private property re-investment and investment*
- j) Mitigate impacts from future transportation improvements*
- k) Encourage public-private partnerships to implement the plan*
- l) Adjust parking ratios to reflect future densities*
- m) Encourage shared parking among projects in area*
- n) Develop higher design standards including flexible lighting and signage standards*
- o) Landscape streetscapes to unify uses and plan components*

The proposed project appears to meet the development and design objectives for several reasons:

- It will address the three blighting factors, as described above.
- It will enhance the downtown area with new retail and service space.
- The resulting property values will be significantly more than the current value of the property.
- The project will enhance pedestrian circulation through the site and within the building by making ADA improvements.
- Assisting the development is an example of public-private partnerships.
- The project results in preservation of the original façade with some enhancements.

Staff finds that this project meets the intent of the Highway 42 Urban Renewal Plan and advances its goals.

Criteria for Evaluation

Elimination or Prevention of Blight in the URA

The determination of blight for the Highway 42 Urban Renewal Plan is for the entire defined district. It is not a determination for each and every parcel within the URA. Therefore, all properties within the URA are determined to have blighting factors present.

As part of the blight determination, a Louisville Highway 42 Revitalization Area Conditions Survey was completed in 2006 which identified properties that contributed to the blight conditions present in the area. Those blight conditions are as follows:

- a. Deteriorating Structures
- b. Faulty Street Layout
- c. Faulty Lots
- d. Unsanitary/unsafe Conditions
- e. Deteriorating Site or Other Improvements
- f. Unusual Topography or Inadequate Public Improvements
- h. Conditions that Endanger Life or Other Property

i. Unsafe or Unhealthy Buildings

k.5. High Service Requirements or Site Underutilization

The Conditions Survey in 2006, which was used to determine whether blighting factors exist in the URA, identified 916 Main Street as contributing to two of the identified blight factors.

1. Condition F – Unusual topography or inadequate public improvements.

- The downtown area is reliant upon overhead power and telecommunications infrastructure. It is considered an impediment to modern development and redevelopment in the current real estate market.
- The applicant added that the site slopes from north to south and from west to east (front to rear of the lot). The existing building does not have a code-compliant handicap accessible entrance, and the rear entrance is approximately 4 feet lower than the main entrance. A new ADA accessible entrance and interior accommodations are necessary to mitigate the current conditions.

2. Condition H – Danger to life or property from fire or other causes.

- Most commercial structures lack sprinkler systems.

The applicant has indicated in their estimation the property meets additional blighting factors which include the following:

- Condition A - Deteriorating Structures.

- The building is approximately 75 years old and deferred maintenance is an issue. Repairs of existing exterior walls, doors and windows, roof, mechanical, electrical and plumbing systems will be accomplished as part of the building renovation.

In summary, Staff finds the Project will address three blight factors associated with the current development in the following ways:

- Unusual topography or inadequate public improvements. The renovation will include updating systems to meet current code requirements. In addition ADA-accessibility will be addressed at the building entrances and within the interior of the building.
- Danger to life or property from fire or other causes. The renovation will be brought up to meet all building and fire code requirements.
- Deteriorating Structures. Repairs/replacement of the existing exterior walls, doors, windows, roof, and outdated mechanical, electrical and plumbing systems will be accomplished.

Ability to Stimulate Growth and Reinvestment in the URA, Economic Benefits to the Community, Effect of the Project on Surrounding Property, and Increase in Property Value Created from the Project

Specifically related to the use of property tax increment financing, a proposed project must clearly demonstrate that the project will provide the clear and present potential to generate substantial increases to the property tax values directly attributable to the project which could support the sharing of the incremental property tax increments between the property owners and the LRC.

The project when completed will have significant positive impact on property value. The following are the assumptions for valuing the property after the Radiance MedSpa project is completed:

	<u>Total Value</u>
Existing Property (2022 value)	\$1,021,600
Future Property value	\$1,400,000 (\$442 per sf)

This is a significant increase in downtown commercial property values and is worthy of due consideration for further evaluation from the LRC.

Attached is a 10-year TIF valuation analysis for 916 Main Street (*Attachment #4*). The applicant's TIF 90% rebate request for a 10-year period would equal \$75,313 assuming the 90% rebate applies to the increases in property taxes levied on the development less its pro-rata share of the County's 7.15% shareback and City Staff payments.

TIF revenues are collected and distributed on a one-year lag, so the Applicant is expected to receive funds through 2032. The total annual TIF generated from this project at full buildout would be \$17,293 in 2032. This is an increase in downtown commercial property values and is worthy of due consideration for assistance from the LRC.

Consistency with the City's Historic Preservation Goals and Objectives

The proposed project retains the majority of the current storefront façade in-tact, which is consistent with the historic preservation goals and objectives. Minor enhancements are proposed to better support the proposed retail component of the new business, including widened windows and entry door. These modifications are subject to review by the HPC.

Demonstration of Need for Financial Assistance

As the Applicant is requesting direct financial assistance from the LRC by way of Tax Increment Financing, analysis needs to be conducted to determine whether the development needs the assistance to be successful. In urban renewal terms, this is the "but for" test. The development will not happen "but for" the assistance being provided. The applicant has submitted a 10-year project pro-forma to review its need for assistance. Staff also had EPS review the financial analysis.

Within the submitted financial documents, several assumptions are being made to model the financial performance of the project. The main assumptions are:

- Triple Net lease rate of \$47.27 per square foot (psf). Vacancy rate of 5%. Rental rates increase 2% annually.
- Total cost of \$2,662,182 including acquisition cost, hard costs, and soft costs.
- Façade Improvement Program funding of \$154,267.
- Exit in year 10 by way of a property sale for \$1,932,339.

All of these assumptions appear to be reasonable from a proforma exercise as they are within the range of the downtown Louisville market and pricing expectations.

The key component of determining if the project needs the assistance is if the rate of return meets, exceeds, or is below a reasonable range for a project commensurate with its risk profile. In Colorado, commercial real estate development is highly speculative, takes a significant amount of time, expertise, and planning to receive approval for development, and the rental market can swing wildly with the macro economic conditions. Commercial projects tend to move forward when a project proforma identifies a capital rate of return greater than 15% annual return over a long period of time. Projects with a proforma less than that either don't move forward, have characteristics which allow for returns to be less (i.e. an owner occupied project), or they need assistance to get the profit expectations higher to better reflect the associated risk.

Because this is an owner-occupied project, we are assuming that an annual rate of return of 11% is required for the project to move forward. Based on the third-party analysis, the rate of return is 1.52% without any public investment and 2.50% with both Façade Improvement Program funding and TIF financing.

The expected rate of return of 2.50% with TIF financing is a low expected return given the risk profile of a Louisville downtown redevelopment project. Without the TIF assistance, the expected rate of return of 1.52% is too low for a for-profit developer to choose to move forward with the project.

Staff finds the request for TIF assistance to meet the "but for" test in that the project would not move forward without the public assistance. Staff acknowledges that the applicant has already moved forward with the project without any guarantee of public assistance. The applicant would likely benefit from public assistance to help reduce its development and operating costs. The applicant's need for financial investment is justified as they are not realizing the desired returns for the project.

In its analysis, EPS recommends implementing a \$200,000 cap to limit the maximum amount of TIF rebates received. The cap will also allow the applicant to continue to receive any future TIF revenues from increases in property value due to higher future property values above the current estimates. The recommended cap of \$200,000 is lower than the estimated project gap. This means that if \$200,000 in TIF revenues were

to be realized by this project, the applicant would still not receive an unreasonable rate of return.

Redevelopment Agreement:

Staff and the City Attorney prepared the attached TIF Rebate Agreement for LRC review. Below is a summary of the main terms of the agreement:

1. Developer will construct and receive a Certificate of Completion from the City for the Project.
2. Once the project is complete, the LRC will begin making annual TIF Rebate payments to Developer equal to 90% of the increased taxes paid on the property less other defined LRC financial obligations (the 2015 Cooperation Agreement, the Tri-Party Agreement, and LRC operating expenses).
3. Total maximum Rebate payments is \$200,000. Annual payments will continue until the payment cap is met or the TIF revenue collection period for the Highway 42 Urban Renewal Area expires. Although the collection period expires in 2031, the proposed agreement provides the LRC with an option to authorize pledged revenue payments following the expiration of the TIF provision.
4. The agreement terminates on December 31, 2024 if the project has not yet been completed.
5. Assignment of the TIF Rebate Agreement is permitted if the assignment is to;
 - a. Any entity who is an affiliate of the Developer provided such assignment is of the Agreement in its entirety to a single entity;
 - b. A successor in title to 100% of the Developer's ownership interest in the Project; and
 - c. A lender to the Developer provided such assignment is limited to a collateral assignment or pledge of the amounts payable to the Developer

FISCAL IMPACT:

The TIF Rebate Agreement is based upon the increased property tax revenue generated by the redevelopment. It is a commitment to rebate future revenues not currently being received by the LRC. This agreement does not commit existing TIF revenue, so there is no current year fiscal impact. Future year LRC budgets will incorporate this rebate commitment once the redevelopment project is complete.

This agreement does not impact the City's budget as the committed property tax rebate payments are an obligation of the LRC, a separate organization from the City.

PROGRAM/SUB-PROGRAM IMPACT:

This application for direct financial assistance from the LRC supports the Business Retention & Development sub-program objective to assist property owners in finding locations and/or constructing new buildings in the City and the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

RECOMMENDATION:

Staff finds that the application for direct financial assistance at 916 Main satisfies the following:

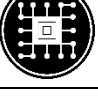
- Meets the three primary goals of the Plan;
- Addresses the Criteria for Evaluation required for Direct Assistance; and
- Demonstrates a need for public assistance.

Therefore, staff recommends that City Council review the proposed Property Tax Increment Rebate Agreement between the LRC and Schlageter Properties, LLC. Council consideration is requested in accordance with the Amended and Restated Cooperation Agreement. Should Council support direct financial assistance for the project, it can approve the attached resolution (*Attachment #2*) approving the Property Tax Increment Rebate Agreement with Schlageter Properties, LLC.

ATTACHMENT(S):

1. Resolution No. 4, Series 2024
2. Property Tax Increment Rebate Agreement with Schlageter Properties, LLC
3. Property Tax Increment Financing Rebate Assistance Policy
4. Economic & Planning Systems Financial Analysis
5. Economic & Planning Systems Presentation
6. Schlageter Properties, LLC Application for Assistance

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☒		Vibrant Economic Climate	☐		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

**RESOLUTION NO. 4
SERIES 2024**

**A RESOLUTION APPROVING A PROPERTY TAX INCREMENT REBATE
AGREEMENT WITH SCHLAGETER PROPERTIES, LLC PURSUANT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE LOUISVILLE
REVITALIZATION COMMISSION AND THE CITY OF LOUISVILLE**

WHEREAS, the Louisville Revitalization Commission (the “LRC”) is charged with addressing issues contributing to blight within the Urban Renewal Area; and

WHEREAS, Schlageter Properties, LLC (the “Developer”), the property owner and developer of the property at 916 Main Street has requested direct financial assistance from the LRC to remediate and prevent the spread of blight within the area of the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan Area”); and

WHEREAS, remediating and preventing the spread of blight within the Plan Area will encourage property owners within the area to redevelop their properties in furtherance of the goals and purposes of the Highway 42 Revitalization Area Urban Renewal Plan; and

WHEREAS, a Property Tax Increment Rebate Agreement (the “Agreement”) has been proposed between the LRC and the Developer to provide the requested financial assistance in the form of a partial rebate of property tax increment (“TIF”) revenues received by the LRC and generated only by the Developer’s project, as set forth in the Agreement; and

WHEREAS, in accordance with Section 5.6 of the Highway 42 Revitalization Area Urban Renewal Plan and Section 5.d of the Amended and Restated Cooperation Agreement between the LRC and the City of Louisville, prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City’s interests in connection with such bonds or other obligations are adequately protected.

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

Section 1. The City Council hereby approves the LRC proceeding with the Property Tax Increment Rebate Agreement with Schlageter Properties, LLC.

Section 2. The financial assistance contemplated within the Property Tax Increment Rebate Agreement is not to be an obligation of the City of Louisville, and the City Council determines the City's interests in connection with the Property Tax Increment Rebate Agreement with Schlageter Properties, LLC are adequately protected.

PASSED AND ADOPTED this 16th day of January, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

PROPERTY TAX INCREMENT REBATE AGREEMENT

This Property Tax Increment Rebate Agreement (this “Rebate Agreement”) is made as of _____, 2024, by and between the LOUISVILLE REVITALIZATION COMMISSION (the “LRC”) and SCHLAGETER PROPERTIES, LLC (the “Developer”) (The LRC and Developer are collectively the “Parties”).

RECITALS

A. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”).

B. The Developer is the owner of certain real property legally described as follows: Lot 9, less the North 15 feet, Block 1, Town of Louisville located in the SE ¼ Section 8, T1S, R69W of the 6th P.M. City of Louisville (the “Property”).

C. The Developer proposes to renovate and redevelop the Property as a redesigned 3,024 sf retail space (the “Project”), to include associated public and private infrastructure improvements (the “Project Improvements”). A more detailed description of the Project Improvements is attached as Exhibit A.

D. The Project is located within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”). Completion of the Project and Project Improvements will remove barriers to development and remediate blight and adverse conditions within the Plan Area, and will be carried out in furtherance of the purposes of the Act and Plan.

E. The LRC finds that entering into this Rebate Agreement will promote the redevelopment of an area within the Plan Area and LRC boundaries and will remediate adverse conditions within the Plan Area in a manner consistent with the Plan, and will provide a mechanism for assisting in the financing of Project Improvements that benefit the City of Louisville (the “City”) and its residents.

F. The Plan provides for financing the activities and undertakings of the LRC by means of property tax allocation or tax increment financing (“Property Tax TIF”) in accordance with Section 31-25-107(9) of the Act.

G. The LRC previously entered into that certain Amended and Restated Cooperation Agreement dated _____, 2023 (the “2023 Cooperation Agreement”), which provides that the LRC shall repay to the City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the LRC, as further defined and set forth in the 2023 Cooperation Agreement.

H. The LRC also previously entered into that certain Tri-Party Agreement with the County of Boulder dated December 5, 2006 (the “Tri-Party Agreement”) which provides that commencing on January 1, 2015, there shall be paid to the County certain County TIF Revenues, as further defined and set forth in the Tri-Party Agreement.

I. The LRC also previously executed that certain Term Sheet for the Core Area Infrastructure Project dated May 13, 2013 (the “Core Area Term Sheet”), which provides for the potential future issuance of LRC bonds payable from Property Tax TIF revenues from the Highway 42 Core Project Area as further defined and set forth in the Core Area Term Sheet.

J. The LRC intends that LRC financing assistance for the construction of the Project Improvements be limited to certain Property Tax TIF revenue received by the LRC from the Property (and no other properties in the Plan Area) and available to the LRC after payment of any amounts required to be paid pursuant to the 2023 Cooperation Agreement, the Tri-Party Agreement, and amounts the LRC may reasonably require for ongoing operating, administrative, consulting and other costs (the “LRC Operating Expenses”), and subordinate to bonds issued pursuant to the Core Area Term Sheet, all in accordance with the terms and conditions set forth herein.

K. The LRC is authorized to enter into this Rebate Agreement pursuant to the Act, including without limitation C.R.S. Section 31-25-105(1)(b), which authorizes an urban renewal authority to enter into agreements to carry out the purposes of the Act.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Construction of Project. In conjunction with the development of the Project, Developer will finance, design and construct the Project and Project Improvements with its own funds.

2. LRC Financial Assistance. Commencing with the first full fiscal year following issuance of a certificate of completion for the Project and ending on the Expiration Date (defined below) (“Pledged Revenue Term”), and in accordance with Section 31-25-107(9)(a)(II) of the Act, the LRC shall deposit within a special fund (the “Special Fund”) all property tax revenues received by the LRC as a result of the property tax mill levies imposed upon the valuation of the Property, limited to amounts generated from new valuation resulting from completion of the Project Improvements (by obtaining a Certificate of Completion for the new building) above the January 1, 2023 assessed valuation of the Property (\$285,026), and except for such amounts as the LRC may reasonably require for payment of obligations under the 2023 Cooperation Agreement, the Tri-Party Agreement, and payment of LRC Operating Expenses (which shall be limited

to the Property's pro-rata share of such expenses) (the "Pledged Revenues"). As used in the above definition of Pledged Revenue Term, "Expiration Date" means the date on which the total of all Pledged Revenue Payments made to the Developer reaches \$200,000.00; *except that*, "Expiration Date" shall mean the first to occur of (i) payment to Developer of \$200,000.00 of Pledged Revenue Payments, or (ii) the expiration of the Property Tax TIF provision of the Plan *if* the LRC determines, in its discretion, that following the date on which the Property Tax TIF provision of the Plan expires, the LRC is prohibited by the Act, as then-currently amended, or any other law from making further Pledged Revenue Payments to Developer under this Rebate Agreement, or is required under the Act, including § 31-25-107(9), C.R.S., as then currently amended, or any other law to rebate sums contemplated under this Rebate Agreement to each taxing body (as such term is used in the Act). This Rebate Agreement is limited solely to Pledged Revenues from the Property and includes no revenues generated from any other properties in the Plan Area. An illustrative example of the method for calculations is attached as Exhibit B. The Special Fund may be a new or existing fund and the Pledged Revenues may be comingled with other funds, all as shall be determined by the City Finance Director.

a. The Pledged Revenue shall be used to reimburse Developer for costs associated with the Project Improvements as shown in Exhibit A, and paid according to the payment schedule set forth below (the "Pledged Revenue Payments"). The Pledged Revenue available for reimbursement of costs associated with Project Improvements shall be transferred from the Special Fund to Developer within sixty (60) days after receipt of such funds by the LRC.

b. Notwithstanding any provisions of this Rebate Agreement to the contrary, the Parties agree:

- (i) The Pledged Revenue Payments shall be limited to no more than ninety percent (90%) of all Pledged Revenue generated from the Property.
- (ii) The total of all Pledged Revenue Payments made according to this Rebate Agreement is limited to \$200,000 or whatever lesser amount is generated from the Property during the Pledged Revenue Term prior to the Expiration Date.
- (iii) If, in any year, no Property Tax TIF revenue is generated by the Property and received by the LRC, no rebate payments under this Rebate Agreement shall be due to the Developer for that year.
- (iv) If, in any year, the LRC receives no Property Tax TIF revenues because there is for the Plan Area no increment value in excess of

the base value for the Plan Area, no rebate payments under this Rebate Agreement shall be due to the Developer for that year.

- (v) If, in any year, the LRC receives Property Tax TIF revenues but the amount received is less than the amount necessary to pay all obligations that are on parity with this Rebate Agreement, then the rebate payments made to the Developer under this Rebate Agreement for such year shall be on a pro-rata basis.
- (vi) The LRC may prepay at any time without penalty any amounts payable under this Rebate Agreement, and may make payment with any source of funds available to the LRC.
- (vii) The LRC may use for any lawful purpose amounts not required for payments under this Rebate Agreement.

c. The Parties shall each keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made for costs associated with the Project and amounts paid out from the Special Fund.

3. Entire Agreement. This instrument shall constitute the entire agreement between the LRC and Developer and supersedes any prior agreements between the Parties and their agents or representatives, all of which are merged into and revoked by this Rebate Agreement with respect to its subject matter. Contact information is as follows:

If to Developer:

Schlageter Properties LLC
Attn: Stephanie Schlageter
7534 Brockway Drive
Boulder, CO 80303
Phone: (727) 466-8999
stephanie@radiancemedspa.com

If to LRC:

Louisville Revitalization Commission
Attn: Economic Development
749 Main Street
Louisville, CO 80027
303.335.4529
abrown@louisvilleco.gov

4. Termination. This Rebate Agreement shall terminate and become void and of no force or effect upon the LRC if, by December 31, 2024, Developer has not completed

the Project Improvements (as evidenced by a successful final inspections for the Project Improvements); or should fail to comply with any City code after proper notice and reasonable opportunity to cure the same. This Rebate Agreement shall automatically terminate upon the Expiration Date, and upon such expiration or termination, the Parties' obligations hereunder shall terminate, whether or not any Pledged Revenues have been paid to Developer.

5. Subordination. The LRC's obligations pursuant to this Rebate Agreement are subordinate to the LRC's obligations for the repayment of any current bonded indebtedness, to the extent such obligations are in effect as of the date of this Rebate Agreement, and to the LRC's obligations for the repayment of any bonds issued pursuant to the Core Area Term Sheet and, further, are contingent upon the existence of a surplus of Property Tax TIF revenues in excess of the Property Tax TIF revenues necessary to meet such existing or future bonded indebtedness. The LRC shall meet its obligations under this Rebate Agreement only after the LRC has satisfied all other obligations with respect to the use of Property Tax TIF revenues for such existing or future bond repayment purposes. For the purposes of this Rebate Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness incurred by the LRC, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by Property Tax TIF revenues of the LRC as of the date of this Rebate Agreement, including, the 2023 Cooperation Agreement, the Tri-Party Agreement, and such terms also include any bonds issued pursuant to the Core Area Term Sheet and payment of the Property's pro-rata share of LRC Operating Expenses, to all of which this Rebate Agreement is expressly subordinate. The LRC further shall have the right to issue other bonds that are on parity with or are junior to this Rebate Agreement.

6. Governing Law: Venue. This Rebate Agreement shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a dispute concerning any provision of this Rebate Agreement, the Parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days a request for mediation by either Party, then either Party may commence legal proceedings regarding the dispute. The venue for any lawsuit concerning this Rebate Agreement shall be in the District Court for Boulder County, Colorado.

7. Legal Challenge; Escrow. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge to this Rebate Agreement or either of the Party's rights or obligations hereunder. The Parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Rebate Agreement,

and the Parties will cooperate in defending the validity or enforceability of this Rebate Agreement against any challenge by any third Party. Any funds appropriated for payment under this Rebate Agreement shall be escrowed in a separate LRC account in the event there is a legal challenge to this Rebate Agreement. In the event performance of any material term of this Rebate Agreement is rendered impossible as the result of any legal challenge, the LRC at its option may terminate this Rebate Agreement, in which case the Parties' obligations hereunder shall terminate; provided, however, that the LRC shall pay to Developer any Pledged Revenues accrued and appropriated for payment under this Rebate Agreement prior to such termination, to the extent permitted by law and any applicable court order.

8. Assignment. This Rebate Agreement is personal to Developer and Developer may not assign any of the obligations, benefits or provisions of the Rebate Agreement in whole or in any part without the expressed written authorization of the LRC, which consent shall not be unreasonably withheld; provided, that an assignment shall be permitted (i) to any entity who is an affiliate of the Developer provided such assignment is of the Agreement in its entirety to a single entity; (ii) to a successor in title to 100% of the Developer's ownership interest in the Project; and (iii) to a lender to the Developer provided such assignment is limited to a collateral assignment or pledge of the amounts payable to the Developer hereunder. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

9. No Joint Venture. Nothing in this Rebate Agreement is intended or shall be construed to create a joint venture between the LRC and Developer and the LRC shall never be liable or responsible for any debt or obligation of Developer.

NEXT PAGE IS THE SIGNATURE PAGE

This Rebate Agreement is enacted this _____ day of _____, 20__.

SCHLAGETER PROPERTIES, LLC

A Colorado Limited Liability Company

By: _____
Stephanie Schlageter, Owner

ATTEST:

Print Name

**LOUISVILLE REVITALIZATION
COMMISSION**

Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary

EXHIBIT A

Description of Project Improvements

- Redesigned Main Street storefront façade design that is cohesive with the Downtown Design Guidelines and adjacent storefront vocabulary, and upgrade of east alley elevation using the same materials as the Main Street elevation.
- Creation of a wheelchair accessible entrance that is ADA compliant and code compliant to augment the main entry.
- Screening of mechanical equipment, trash enclosure, and added bike parking.
- Renovation of the entire one-story building to meet code and current standards for Class-A commercial buildings, including exterior wall repair, structural floor repair, structural roof repairs and accommodation for new rooftop equipment. New building systems will be provided including Mechanical (HVAC and plumbing), Electrical, and building thermal envelope (insulation).

Estimated Project Costs

\$1,500,000 Property Purchase

\$769,836 Building Core and Shell Renovation

\$304,500 Tenant Finish Allowance

\$87,846 Soft Costs (professional fees, permit)

Total Project Improvements Cost: \$2,662,182

Exhibit B

Calculations to determine TIF Rebate for a Budget Year

Amounts described are for illustrative purposes only and are not amounts for the property subject to this agreement.

Taxable Value of Parcel for Budget Year (Value as January 1 of the previous Year)	\$200,000.00
Less: Taxable Value of Parcel for Base Year	<u>\$100,000.00</u>
Equals: Taxable Increment	\$100,000.00
Multiplied by Mill Levy (tax per \$1000 of taxable valuation)	85.187
Equals: Property Tax Increment from Property (\$100,000 * 85.187 / 1000)	\$8,518.70
Less: Property's portion of Tri-Party Agreement (Assessed Value of Property / Total Assessed Value of Urban Renewal Area * Total Increment collected * Tri-Party Agreement payment percentage) \$200,000 / \$30,000,000 * \$65,000 * 14.3%	\$61.96
Less: Property's portion of 2023 Cooperation Agreement (Taxable Value of Property / Total Value of Urban Renewal Area * 2023 Cooperation Agreement payment for Budget Year) \$200,000 / \$30,000,000 * \$31,000	\$206.66
Less: Property's Portion of LRC Operating Expenses (Taxable Value of Property / Total Value of Urban Renewal Area * LRC Operating Expenses payment for Budget Year) \$200,000 / \$30,000,000 * \$32,000	<u>\$213.33</u>
Equals: Total Pledged Revenues	\$8,036.75

Annual payment is 90% of Pledged Revenue calculated.

LOUISVILLE REVITALIZATION COMMISSION

Property Tax Increment Financing Rebate Assistance Policy

Implementation Date: 7/15/19

Introduction:

The Louisville Revitalization Commission (“LRC”) is the Urban Renewal Authority for the City of Louisville, Colorado (“City”). The LRC’s mission includes implementing the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”) which was adopted by the City of Louisville in December 2006.

The purpose of the Plan is to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area (“URA”) and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout the Louisville downtown business district.

Policy on Use of Property Tax Increment Rebates:

It is the principal goal of the urban renewal effort to afford maximum opportunity, consistent with the sound needs of the City as a whole, to redevelop and rehabilitate the Area by private enterprise. The rehabilitation and redevelopment of properties within the Urban Renewal Area will be accomplished through the improvement of existing structures and infrastructure, attraction of new investment and reinvestment, and preventing deterioration of properties in the Area. It is the City’s general intent to use urban renewal funds to support public infrastructure improvements that are needed to facilitate private investment and reinvestment in the plan area.

In unique situations, and on a case-by-case basis, in the sole and absolute discretion of the LRC and the City, certain forms of financial and other economic assistance may be awarded to a private property owner to undertake projects to redevelop or rehabilitate properties contained in the Area. Projects that are awarded support must demonstrate that they would provide exceptional and unique public benefits to qualify and would not be reasonably expected to be feasible without City financial or other economic support.

Property Tax Increment Rebates for Private Development:

It is the policy of the LRC and the City that consideration may be given to requests for financial assistance by the use of property tax increment rebates to private property owners within the LRC authority to collect incremental property taxes from taxable new construction in the Area and to provide assistance to projects meeting the goals and objectives in the Highway 42 Urban Renewal Plan and which are also deemed to be in the best interests of the City.

To be considered for assistance, proposed projects must support the overall goals of the City and the Plan which specifically include promoting an environment which allows for a range of uses and product types which can respond to market conditions over time along with furthering the goals and objectives of the Louisville Comprehensive Plan; Highway 42 Framework Plan, Historic Preservation Plan and other relevant policies, while leveraging the community's investment in public improvement projects in the Area.

In addition to eliminating and preventing blight, proposed projects must address at least three or more of the objectives outlined in the Plan. Those objectives include:

- A. Improve relationship between the URA and surrounding areas
- B. Provide uses supportive of and complementary to planned improvements
- C. Encourage a mix of uses and/or mixed-use projects
- D. Promote a variety of products to address multiple income segments
- E. Provide ease of vehicular and pedestrian circulation and improve connections
- F. Encourage continued presence of businesses consistent with the plan vision
- G. Mitigate impacts from future transportation improvements
- H. Encourage public-private partnerships to implement the plan
- I. Encourage shared parking among projects in the area
- J. Landscape streetscapes to unify uses and plan components.

As specifically related to the use of property tax increment financing, a proposed project must clearly demonstrate that the project will provide the clear and present potential to generate substantial increases to the property tax values directly attributable to the project which could support the sharing of the incremental property tax increments between the property owners and the LRC.

Criteria for Evaluation

After a property owner submits an application for property tax increment rebate assistance, the project will be evaluated based on how the project provides positive impacts to the community and how the project addresses the following criteria:

1. The elimination or prevention of blight in the URA
2. The ability to stimulate growth and reinvestment in the URA
3. The economic benefits to the community from the project
4. The effect of the project on surrounding property
5. The increase in property value created from the project
6. For property within downtown Louisville, the project is consistent with the City's historic preservation goals and objectives.

In addition to the criteria listed above, the LRC will give special consideration to projects that will also provide potential sales and other forms of tax revenue increases to the City and/or other significant community benefits, which might include but would not be limited to; providing outdoor and indoor public spaces, public art, affordable housing,

transportation infrastructure improvements, parking beyond the needs of the project and historic building restoration or improvements.

Potential Property Tax Increment Rebate Consideration

The LRC and the City may consider awarding a 50% property tax increment rebate for a period up to five (5) years from the direct collection of the incremental property taxes attributable to the project. However, for projects that provide extraordinary community benefits or will generate substantial sales and other taxes for the City, the LRC and the City Council may consider awarding up to a 90% property tax increment rebate for a period of up to ten (10) years. No assistance will be granted to a project beyond the 2033 LRC budget year.

Project Transfer Criteria

Transfers of a property tax increment rebate agreement may be made under at least one of the following circumstances:

- The new entity is wholly or significantly owned by the previous owners of the project
- The project is being transferred to at least one of the business/tenant (or an entity owned and controlled by the business/tenant) occupying the building
- To a non-related entity only after the project receives a Certificate of Occupancy after construction is complete, and only with the written consent of the City and LRC.

A property tax increment rebate agreement will contain an expiration date, upon which the agreement will expire if the project is not timely completed.

Applicants for tax increment property tax rebates or other financial assistance must first obtain the City's required land-use approvals for the project prior to receiving approval by the LRC and by the City for the financial assistance.

Applicants must submit all pertinent project financial information related to the project and the developer organization, including estimated development costs and a financing and operating plan. All financial information shall be referred by the City to a qualified professional for third-party review. The cost of the third-party review will be shared between the LRC and applicant, with each party paying a 50% share. If the project is ultimately constructed, when the Certificate of Occupancy is issued, the LRC will rebate to the applicant its 50% payment.

All information submitted to the LRC or to the City is subject to public disclosure consistent with the requirements of the Colorado Open Records Act, the City of Louisville Charter, and related City, policies and ordinances.

The application for property tax increment rebate assistance may be found on the City's website at the following address:

Contact Information

For additional information on Louisville's Urban Renewal assistance options, please contact Economic Vitality at abrown@louisvilleco.gov.

MEMORANDUM

To: City of Louisville Revitalization Commission

From: Daniel Guimond, Colton Harguth, and Christian Carroll
Economic & Planning Systems

Subject: Louisville URA TIF Review; EPS #233093

Date: December 8, 2023

Introduction

The City of Louisville Revitalization Commission (LRC) retained Economic & Planning Systems (EPS) to provide an independent third-party review of a request for tax increment financing (TIF) revenues and a Façade Reimbursement Program rebate. This memorandum summarizes the analysis and conclusions of EPS concerning the 916 Main Street proposal submitted by Schlageter Properties LLC (Applicant) as presented in the following sections:

- **Development Program** – A summary of the proposed development project including project location, amount and type of development, proposed market values, and expected timing of construction and absorption.
- **Market Conditions** – A high-level analysis of market conditions in the City of Louisville and the Highway 42 Urban Renewal Area (URA), including data on total inventory, recent growth, and current rental and vacancy rates for retail/commercial developments. This research, along with a review of recently completed comparable projects in downtown Louisville, provides a basis for evaluating the reasonableness of the revenue assumptions in the Applicant's financial pro forma.
- **Development and Construction Values** – A summary of the project's estimated development and construction costs and operating costs and revenues. Project revenues include the estimated rental and escalation rates.

The Economics of Land Use



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- **Financial Analysis** – A review and evaluation of the Applicant’s 10-year cash flow pro forma model including development program and timing, construction costs, operating revenues and expenses, and estimated project returns. EPS then developed its own financial model to calculate project returns utilizing the yield on cost (YOC) and time series approaches. The analysis calculated returns with and without a public investment to verify a project funding gap, and that the requested funds were needed for a feasible development project and reasonable developer return.

Development Program

The subject property, located at 916 Main Street, is an older Class C office space built in 1950. The structure is approximately 3,024 square feet and is proposed to be renovated for Radiance Medspa, the owner and tenant of the building. The proposed lease rate is \$32.50 per square foot, which would generate \$98,963 in annual income, as shown in **Table 1**.

Table 1. Development Program

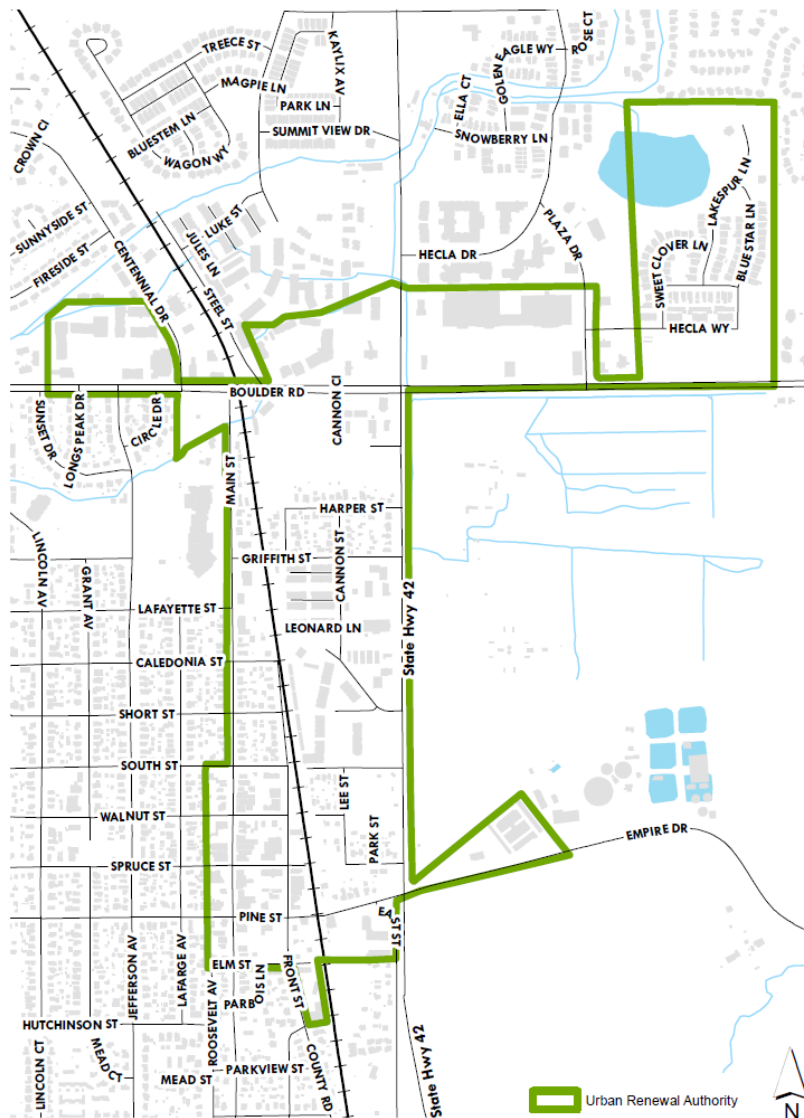
Description	Sq. Ft.	% of Total	Rent PSF	Total Rent
Building Area				
Rentable				
Net Rentable	<u>3,045</u>	<u>100.0%</u>	<u>\$32.50</u>	<u>\$98,963</u>
Subtotal/Average	3,045	100.0%	\$32.50	\$98,963
Other				
N/A	<u>0</u>	<u>0.0%</u>		
Subtotal/Average	0	0.0%		
Total/Average	3,045	100.0%	\$32.50	\$98,963

Source: Developer; Economic & Planning Systems

Market Conditions

EPS compiled data on new retail/commercial developments in the Highway 42 URA from CoStar. The boundaries for the URA include Roosevelt Avenue and Main Street to the west, State Highway 42 to the east, Hecla Way to the north, and Elm Street to the south, as shown in **Figure 1**.

Figure 1. Highway 42 Urban Renewal Area Map



Source: City of Louisville

Recent Development

This subarea added 122,091 square feet of rentable building area (RBA) space over the last decade as shown in **Table 2** below. There is an additional 13,500 square feet of RBA that is scheduled to begin construction in September 2023 at 511 E South Boulder Road. Most projects built over the last 13 years had an RBA of 5,000 to 13,000 square feet and are considered Class B space. The average rental rate for these developments is an estimated \$24.31 per square foot.

Table 2. Highway 42 URA Recent Developments, 2010-2023

Address	Status	Year	Class	RBA (SF)	Avg. Rent (per SF)	Avail. Space (SF)	Vacancy %
Existing							
945 Front St	Existing	2016	B	7,087	\$27.00	1,000	14.1%
1025 Cannon St	Existing	2018	A	31,637	\$23.92	--	0.0%
1055-1071 Courtesy Rd	Existing	2017	B	13,659	\$24.01	6,850	50.2%
630 Front St	Existing	--	C	1,709	\$26.85	--	0.0%
721 Front St	Existing	--	B	4,435	\$22.86	--	0.0%
917 Front St	Existing	--	C	12,500	\$23.32	--	0.0%
957 Main St	Existing	2022	B	8,711	\$24.15	--	0.0%
765 E South Boulder Rd	Existing	2014	B	8,291	\$24.09	--	0.0%
785 E South Boulder Rd	Existing	2014	B	28,295	\$23.98	28,295	100.0%
1655 Courtesy Rd	Existing	2020	B	5,767	\$28.51	--	0.0%
Subtotal/Average				122,091	\$24.31	36,145	29.6%
Proposed							
511 E South Boulder Rd	Proposed	2024	B	13,500	--	--	0.0%
Subtotal/Average				13,500	--	--	0.0%
Existing and Proposed Total/Average				135,591	\$24.31	36,145	26.7%

Source: CoStar; Economic & Planning Systems

A selected sample of recent commercial developments located in the Highway 42 URA are profiled below.



1055-1071 Courtesy Rd

Class B
1055-1071 Courtesy Rd

Size (RBA): 13,659 sq. ft.

Year Built: 2017

Average Rent PSF: \$24.01



917 Front St

Class C
917 Front St

Size (RBA): 12,500 sq. ft.

Year Built: 2010

Average Rent PSF: \$23.32



957 Main St

Class B
957 Main St

Size (RBA): 8,711 sq. ft.

Year Built: 2022

Average Rent PSF: \$24.15



1655 Courtesy Rd

Class B
1655 Courtesy Rd

Size (RBA): 5,767 sq. ft.

Year Built: 2020

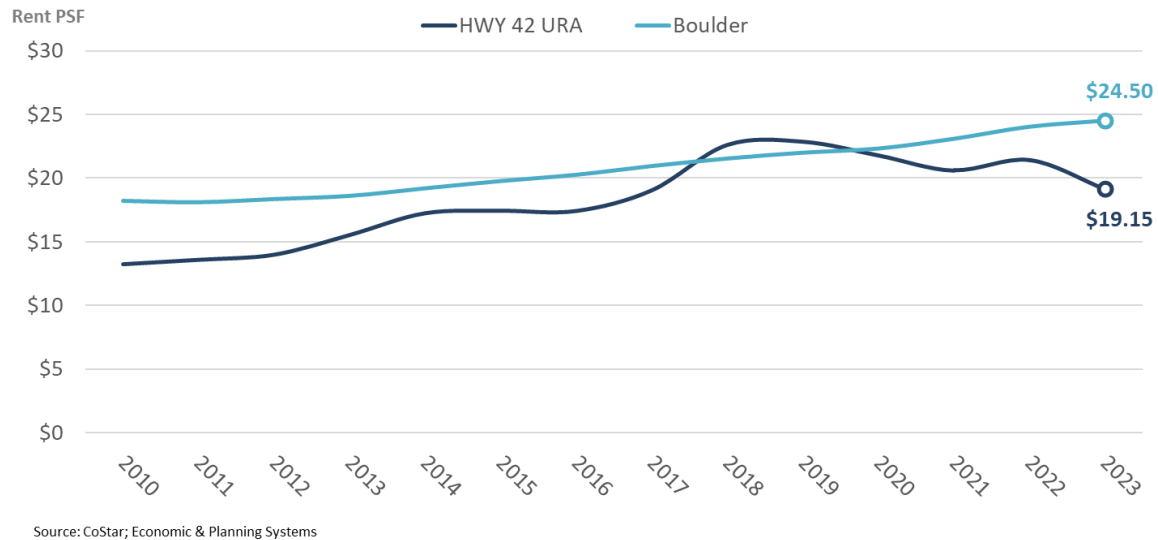
Average Rent PSF: \$28.51

Source: CoStar; Mapillary; Economic & Planning Systems

Rental Rates

Base rental rates are currently estimated at \$19.15 per square foot in the Highway 42 URA and \$24.50 per square foot in the Boulder Metro subarea, as shown **Figure 2**.

Figure 2. Retail Rent Per Square Foot, 2006-2023



Rental rates in the Highway 42 URA have increased at a higher rate than the Boulder Metro subarea from 2010 to 2023, as shown in **Table 3**. In the Highway 42 URA, rental rates increased by \$5.90 per square foot, or 2.9 percent annually from 2010-2023. In the Boulder Metro subarea, rental rates increased by a total of \$6.30 per square foot over the same period, from \$18.20 per square foot in 2010 to \$24.50 per square foot in 2023, representing an annual increase of 2.3 percent.

Table 3. Retail Rent per Square Foot, 2010-2023

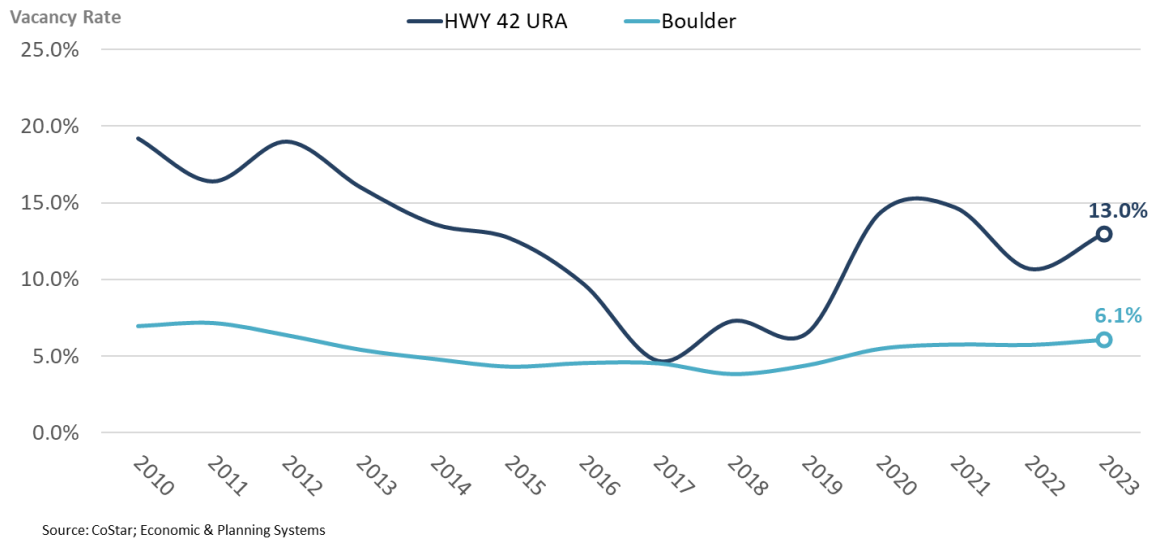
Rental Rate per SF	2010	2015	2023	2010-2023			2015-2023		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
HWY 42 URA	\$13.25	\$17.45	\$19.15	\$5.90	\$0.45	2.9%	\$1.70	\$0.21	1.2%
Boulder	\$18.20	\$19.75	\$24.50	\$6.30	\$0.48	2.3%	\$4.74	\$0.59	2.7%

Source: CoStar; Economic & Planning Systems

Vacancy Rates

In addition to rent increases, vacancy rates in the Highway 42 URA declined from 2010 to 2018, and then increased sharply during the COVID-19 pandemic. In the Highway 42 URA, vacancy rates dropped from 19.2 percent in 2010, to 13.0 percent in 2023, a decrease of 6.2 percent, as shown in **Figure 3**. In the Boulder Metro subarea, vacancy rates dropped from 7.0 percent in 2010, to 6.1 percent in 2023, a decrease of 0.9 percent.

Figure 3. Retail Vacancy Rate, 2006-2023



Inventory

Inventory of retail space in the Highway 42 URA has increased at a relatively steady pace since 2010, as shown in **Table 4**. The Boulder Metro subarea added a total of 1.2 million square feet of inventory from 2010 to 2023, equating to 90,212 square feet annually. When compared to the Highway 42 URA since 2015, the Boulder Metro subarea has continued to add retail space, while the Highway 42 URA lost inventory. Overall, the Boulder metro subarea has seen an uptick of retail inventory since 2015, with 2,642 square feet of space added per year.

Table 4. Retail Inventory, 2010-2023

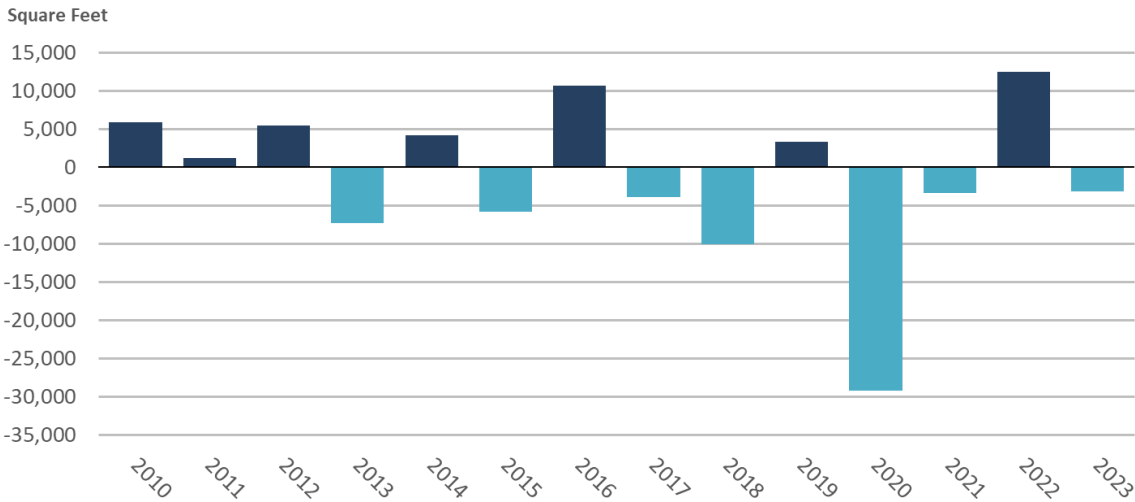
Inventory (sq. ft.)	2010	2015	2023	2010-2023			2015-2023		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
HWY 42 URA	762,981	799,567	794,175	31,194	2,400	0.3%	-5,392	-674	-0.1%
Boulder	17,039,848	17,484,302	18,216,567	1,176,719	90,517	0.5%	732,265	91,533	0.5%

Source: CoStar; Economic & Planning Systems

Highway 42 URA Absorption

From 2010 to 2023, the Highway 42 URA has lost a total of 19,443 square feet of retail space or an average of 674 square feet annually, as shown in **Figure 4**. A contributing factor to the decline was the closure of Alfalfa’s Market in 2020, which comprised 28,295 square feet of the overall inventory. Without this loss, the URA has seen marginal gains in net absorption, with 8,852 square feet of net inventory added since 2010, equating to an annual average of 632 square feet.

Figure 4. Retail Absorption, Highway 42 URA, 2010-2023



Source: CoStar; Economic & Planning Systems

Development Values

This section provides a summary of the project's estimated development and construction costs and operating costs and revenues. Project revenues include the estimated rental and escalation rates.

Development Costs

The development and construction budget totals \$2.7 million as shown in **Table 5** and summarized below.

- **Acquisition Cost** – The 3,045 square foot building was acquired in November 2022 for \$1.5 million, equating to \$493 per square foot and 56.3 percent of the total project costs.
- **Hard Costs** – Hard costs are estimated at \$1.1 million which equates to \$353 per rentable square foot, accounting for roughly 40.4 percent of total costs.
- **Soft Costs** – The total soft costs are estimated at \$87,846 and equate to 3.3 percent of the total project costs.

Table 5. Developer Project Cost Estimate

Description	Total	per RSF	% of Total
Acquisition Cost	\$ 1,500,000	\$ 492.61	56.3%
Purchase Price	\$ 1,500,000	\$ 492.61	56.3%
Hard Costs	\$ 1,074,336	\$ 352.82	40.4%
Core and Shell	\$ 769,836	\$ 252.82	28.9%
TI Allowance	\$ 304,500	\$ 100.00	11.4%
Soft Costs	\$ 87,846	\$ 28.85	3.3%
Permits	\$ 11,095	\$ 3.64	0.4%
A/E Fees	\$ 76,751	\$ 25.21	2.9%
Total Construction Cost	\$ 1,162,182	\$ 381.67	43.7%
Total Cost	\$ 2,662,182	\$ 874.28	100.0%

Source: Developer; Economic & Planning Systems

Project Revenues

The proposed rental rate for the development is estimated at \$32.50 per square foot, higher than the downtown Louisville average of \$24.31, as shown in **Table 6**.

Triple net operating expenses are estimated at \$44,981 or \$14.77 per square foot and include taxes, insurance, management, common area expenses, and maintenance. An additional \$5,563 in advertising and commissions brings total operating expenses to \$50,544.

These expenses are equal to 37.0 percent of gross income, which is consistent with other developments of this nature. Net operating income (NOI) for the project, which is annual gross revenues minus operating expenses, is estimated at \$86,202 per year.

For the purpose of this analysis, operating revenues and expenditures were escalated by 3 percent annually.

Table 6. Development Net Operating Income (NOI)

Type	Value PSF	Total	% of Total
REVENUE			
Rental Income	\$47.27 PSF	\$143,943	100.0% of PGI
Net Rentable	\$32.50 PSF	\$98,963	68.8% of PGI
NNN Recoveries	\$14.77 PSF	\$44,981	31.2% of PGI
POTENTIAL GROSS INCOME (PGI)		\$143,943	100.0% of PGI
Less: General Vacancy	5.0% per year	-\$7,197	-5.0% of PGI
EFFECTIVE GROSS INCOME (EGI)		\$136,746	95.0% of PGI
EXPENDITURES			
NNN Operating Expenditures	-\$14.77 PSF	-\$44,981	32.9% of EGI
Mgmt Fees	4.0% of PGI	-\$3,959	2.9% of EGI
Janitorial	\$0.00 PSF	\$0	0.0% of EGI
Insurance	\$2.02 PSF	-\$6,162	4.5% of EGI
Repairs & Maint	\$0.75 PSF	-\$2,284	1.7% of EGI
Supplies/Misc	\$0.00 PSF	\$0	0.0% of EGI
Taxes-Real Estate	\$9.00 PSF	-\$27,400	20.0% of EGI
Taxes-Other	\$0.10 PSF	-\$305	0.2% of EGI
Telephone	\$0.00 PSF	\$0	0.0% of EGI
Trash & Grounds Maint	\$0.60 PSF	-\$1,827	1.3% of EGI
Utilities - House Meters (no tenant utils)	\$0.00 PSF	\$0	0.0% of EGI
Water & Sewer	\$0.00 PSF	\$0	0.0% of EGI
Other Expense	\$0.00 PSF	\$0	0.0% of EGI
Capital Reserve	\$1.00 PSF	-\$3,045	2.2% of EGI
Other Operating Expenditures	\$1.83 PSF	-\$5,563	4.1% of EGI
Advertising	\$0.30 PSF	-\$927	0.7% of EGI
Commissions	\$1.52 PSF	-\$4,636	3.4% of EGI
TOTAL OPERATING EXPENDITURES		-\$50,544	37.0% of EGI
NET OPERATING INCOME (NOI)		\$86,202	63.0% of EGI

Source: Developer; Economic & Planning Systems

Financial Analysis

In determining whether a project requires public investment to move forward, it is necessary to complete what is commonly referred to as a “but-for” analysis. This approach tests whether a given project will be able to achieve required market returns that reflect the given risk associated with an individual project “but-for” the investment of public revenues. This analysis relies on a comparison of the project’s financial performance to the rate of return required by the market. The calculation of the public subsidy for a given project is based on the amount of public revenues needed to increase the project’s return to a level that aligns with market expectations. To determine the feasibility of this project, EPS has evaluated the financial performance of the project using two approaches that include the yield on cost approach and the time series approach.

- **Yield on Cost Approach** – The first approach relies on an evaluation of the static performance of the project and is referred to as the project’s YOC. Stabilized NOI is divided by its construction cost to calculate the YOC. The performance of the project is then compared to required rates of return calibrated for the Louisville market. For the purposes of this analysis, a YOC hurdle of 8.00 percent is utilized. The YOC hurdle rate is equal to the market capitalization (cap) rate plus 150 basis points (bps) to account for inherent market risk.
- **Time Series Approach** – The second approach used to estimate project feasibility relies on an estimate of the project’s net cash flow over time and is referred to as a times series evaluation of project returns. The project’s net cash flow reflects annual estimates of total project cost, ongoing rental revenues, operating costs, and revenues generated through project disposition in Year 10 (a standard assumption in real estate feasibility analysis). The internal rate of return (IRR) of annual project cash flow generated between Year 0 (project construction) and Year 10 (project disposition) is then compared to an estimated required rate of return that is also calibrated to reflect the Louisville market. For the purposes of this analysis, an IRR hurdle rate of 11.0 percent is applied to all future project cash flows. The IRR hurdle rate was established by estimating the project’s weighted average cost of capital (WACC), which considers the cost of debt and equity.

Public Revenue Sources

The Applicant is requesting public assistance in the form of tax increment financing and a rebate from the Façade Improvement Program for businesses within the URA.

Tax Increment Financing

The LRC has the authority to collect incremental property taxes from improvements in the district through 2031, at which time the URA will sunset. The current (base) valuation of the property is equal to \$1.0 million, and the assessed value is \$285,026 as shown below in **Table 7**.

Table 7. Base Property Valuation

Description	Land	Building	Total
Actual Value			
916 Main Street	<u>\$334,800</u>	<u>\$686,800</u>	<u>\$1,021,600</u>
Subtotal	\$334,800	\$686,800	\$1,021,600
Assessment Rate	27.90%	27.90%	
Assessed Value			
916 Main Street	<u>\$93,409</u>	<u>\$191,617</u>	<u>\$285,026</u>
Subtotal	\$93,409	\$191,617	\$285,026

Source: Boulder County Assessor; Economic & Planning Systems

The difference between the current (base) valuation of the property and the future value of the property represents the tax increment. The future value of the property was estimated utilizing the income approach, which estimates the properties valuation by dividing the properties estimated NOI by the prevailing market capitalization (cap) rate. After the improvements have been made, the value of the property is estimated at \$1.4 million, or \$442 per square foot. To underpin this estimate, EPS also referenced market valuations of comparable retail properties in Louisville, as shown in **Table 8**. The properties had an average market valuation of \$419 per square foot, suggesting that the income approach's estimate is accurate.

Table 8. Comparable Properties Valuation

Address	Year Built	Use	Total Value	Sq. Ft.	Value PSF
Comparable Properties					
1055-1071 Courtesy Rd	2017	Retail	\$4,166,300	13,659	\$305
945 Front St	2016	Retail	\$1,077,600	3,638	\$296
957 Main Street	2022	Retail/Office	\$3,219,201	8,711	\$370
1655 Courtesy Road	2007	Retail	\$1,050,000	3,360	\$313
1700 Dogwood St	2020	Retail	\$5,508,700	5,771	\$955
1413 Hecla Way	2020	Retail	\$1,419,400	2,397	\$592
765 E South Boulder Rd	<u>2014</u>	<u>Retail/Office</u>	<u>\$2,752,700</u>	<u>8,291</u>	<u>\$332</u>
Total	2017	--	\$19,193,901	45,827	\$419

Source: Boulder County Assessor's Office; Economic & Planning Systems

To understand the growth rate of comparable retail properties within Boulder County, EPS examined a data set with approximately 600 retail property valuations from 2015 to 2023. Property valuations for this subset grew at a rate of 6.0 percent, as shown in **Table 9**. This rate was applied to the estimated future value of the property to estimate the available tax increment to the Applicant.

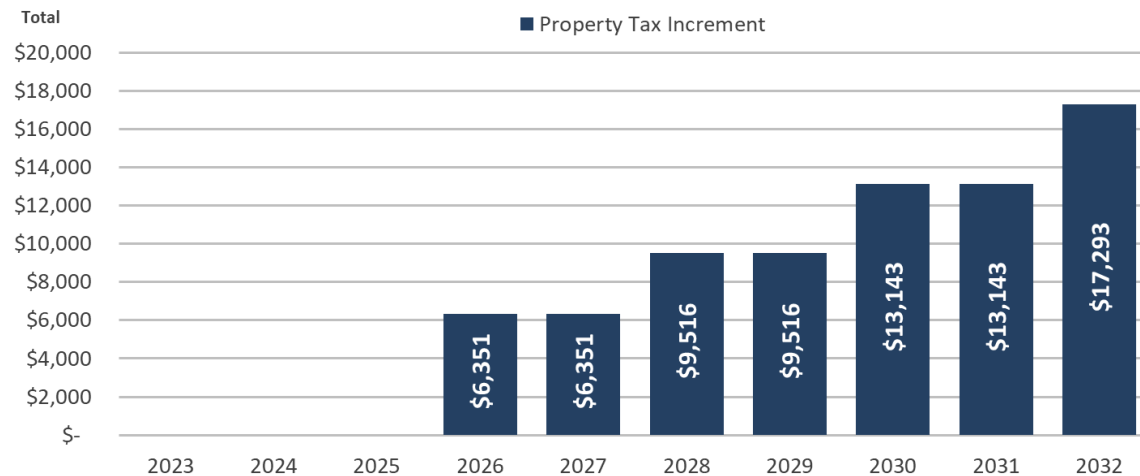
Table 9. Retail Property Valuation Growth, Boulder County Assessor

Description	2015	2019	2023	2015-2023		
				Total	Ann. #	Ann. %
Total Value	\$741,099,139	\$943,449,665	\$1,180,920,095	\$439,820,956	\$54,977,620	6.0%

Source: Boulder County Assessor's Office; Economic & Planning Systems

At the 6.0 percent annual growth rate, TIF revenues from the property are anticipated to range from \$6,351 in 2026 to \$17,293 in 2032, totaling \$75,313, as shown in **Figure 5**. TIF revenues are collected and distributed on a one-year lag, so the Applicant is expected to receive funds through 2032. Additionally, the TIF revenues equate to 90 percent of the total tax increment, the maximum allowed for consideration under the URA plan.

Figure 5. Annual TIF Revenues



Source: Economic & Planning Systems

Façade Improvement Program

In addition to TIF revenues, the Applicant requested a rebate totaling \$154,267 from the Façade Improvement Program. The façade rebate represents 50 percent of the eligible construction costs, per the program's criteria.

Yield on Cost Approach

Under the YOC approach, the baseline project performance equates to a YOC of 3.24 percent and an estimated project gap of \$1.6 million, as shown in **Table 10**. The net present value (NPV) of the TIF revenues and façade grant reduces total project costs to \$2.5 million. Project performance with public investment results in a YOC of 3.51 percent and a project gap of \$1.4 million. The return metrics suggest that the project does not reach the desired hurdle rate, regardless of whether there is public investment or not.

Table 10. Yield on Cost Summary

Description	Amount
Yield on Cost Target (NOI/Cost)	8.0%
Project Performance - Baseline	
Project Cost	
Acquisition Cost	\$1,500,000
Hard Costs	\$1,074,336
Soft Costs	<u>\$87,846</u>
Total Cost	\$2,662,182
Net Operating Income (NOI)	\$86,202
Yield on Cost	3.24%
Project Gap	\$1,584,655
Project Performance - Public Investment	
Project Cost	\$2,662,182
Less: Present Value of Public Subsidy	<u>\$208,919</u>
Net Cost	\$2,453,263
Yield on Cost	3.51%
Project Gap	\$1,375,737

Source: Developer; Economic & Planning Systems

Time Series Approach

Without public investment, the project is estimated to generate an NPV of a negative \$1.4 million equating to an IRR of 1.52 percent, as shown in **Table 11**. With public investment, the project is anticipated to generate an NPV of negative \$1.2 million and an IRR of 2.50 percent, as shown in **Table 12**. The time series metrics indicate the project would not be financially feasible with or without public investment if it were to be developed and leased by an independent developer. There are, however, additional qualitative benefits and tax benefits that make the investment attractive to an owner/occupant.

Table 11. Baseline Project Cash Flows

Description	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction Cost												
Acquisition Cost	-\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hard Costs	\$0	-\$1,074,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Costs	-\$65,885	-\$21,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	-\$1,565,885	-\$1,096,297	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Revenues												
Net Operating Income	\$0	\$0	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$127,025
Net Disposition Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,932,339
Subtotal	\$0	\$0	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$2,059,363
NET REVENUES	-\$1,565,885	-\$1,096,297	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$2,059,363
NPV w/out Subsidy	-\$1,363,013	11.0% discount rate										
Internal Rate of Return	1.52%											

Source: Developer; Economic & Planning Systems

Table 12. Project Cash Flows with Public Investment

Description	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction Cost												
Acquisition Cost	-\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hard Costs	\$0	-\$1,074,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Costs	-\$65,885	-\$21,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	-\$1,565,885	-\$1,096,297	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Revenues												
Public Investment	\$0	\$154,267	\$0	\$6,351	\$6,351	\$9,516	\$9,516	\$13,143	\$13,143	\$17,293	\$0	\$0
Net Operating Income	\$0	\$0	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$127,025
Net Disposition Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,932,339
Subtotal	\$0	\$154,267	\$97,354	\$106,625	\$109,634	\$115,897	\$119,088	\$126,003	\$129,389	\$137,026	\$123,325	\$2,059,363
NET REVENUES	-\$1,565,885	-\$942,030	\$97,354	\$106,625	\$109,634	\$115,897	\$119,088	\$126,003	\$129,389	\$137,026	\$123,325	\$2,059,363
NPV w/ Subsidy	-\$1,185,677	11.0% discount rate										
Internal Rate of Return	2.50%											

Source: Developer; Economic & Planning Systems

TIF Cap

According to the analysis submitted by the Applicant, the projected TIF revenues could potentially reach \$203,222, exceeding the EPS estimate by \$127,909. Considering the baseline project gap estimates of \$1.6 million using the YOC approach and \$1.4 million under the time series approach, EPS suggests capping TIF revenues to \$200,000, aligning closely with the Applicant's estimate and considerably lower than the amount of the gap, suggesting that if the \$200,000 in TIF revenues were realized, the Applicant would still not receive an unreasonable rate of return. If the Boulder County assessor appraises the property at a higher value than EPS has estimated, the Applicant may have the opportunity to attain a higher TIF amount up to the recommended cap.

Conclusions

The above analysis indicates that the project would not be feasible for redevelopment by a third-party developer even with the negotiated TIF reimbursement and Façade Improvement Program rebate. However, as owner-occupants, Schlageter Properties will benefit from the public investment to help reduce its development and operating costs. The Applicant's need for financial investment is justified as they are not realizing the desired returns for the project. Per the Applicant's initial request, EPS recommends capping the TIF reimbursement at \$200,000, which is lower than the estimated gap utilizing both a time series and YOC approach.

REQUEST FOR PROPERTY TAX INCREMENT REBATE ASSISTANCE

Louisville City Council

916 Main Street



Economic & Planning Systems, Inc.
The Economics of Land Use

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PRESENTATION OVERVIEW

EVALUATION OF REQUEST FOR TIF

PURPOSE

- To provide the Louisville Revitalization Commission (LRC) and City Council with an overview of the market and financial analysis of the request for property tax increment rebate assistance submitted by the owner of the 916 Main Street property.

PRESENTATION OVERVIEW

- About EPS
- Project Overview
- Retail/Restaurant Market Overview
- “But for” Analysis
- TIF Revenue Estimates
- Summary
- Takeaways

EPS

REAL ESTATE ECONOMICS

PUBLIC FINANCE

LAND USE & TRANSPORTATION

ECONOMIC DEVELOPMENT & REVITALIZATION

FISCAL & ECONOMIC IMPACT ANALYSIS

HOUSING POLICY

PUBLIC PRIVATE PARTNERSHIPS (P3)

PARKS & OPEN SPACE ECONOMICS



PROJECT OVERVIEW

EXISTING CONDITIONS

- **Prior Users:** Louisville Times, Creative Framing & Art Gallery
- **Proposed Use:** Cosmetic services – Radiance Medspa
- **Rental Rate:** Project is anticipated to be owner-occupied. Supportable rental rates were estimated at \$32.50 PSF (NNN), per the applicant.



Description	Sq. Ft.	% of Total	Rent PSF	Total Rent
Building Area				
Rentable				
Net Rentable	3,045	100.0%	\$32.50	\$98,963
Subtotal/Average	3,045	100.0%	\$32.50	\$98,963
Other				
N/A	0	0.0%		
Subtotal/Average	0	0.0%		
Total/Average	3,045	100.0%	\$32.50	\$98,963

Source: Developer; Economic & Planning Systems

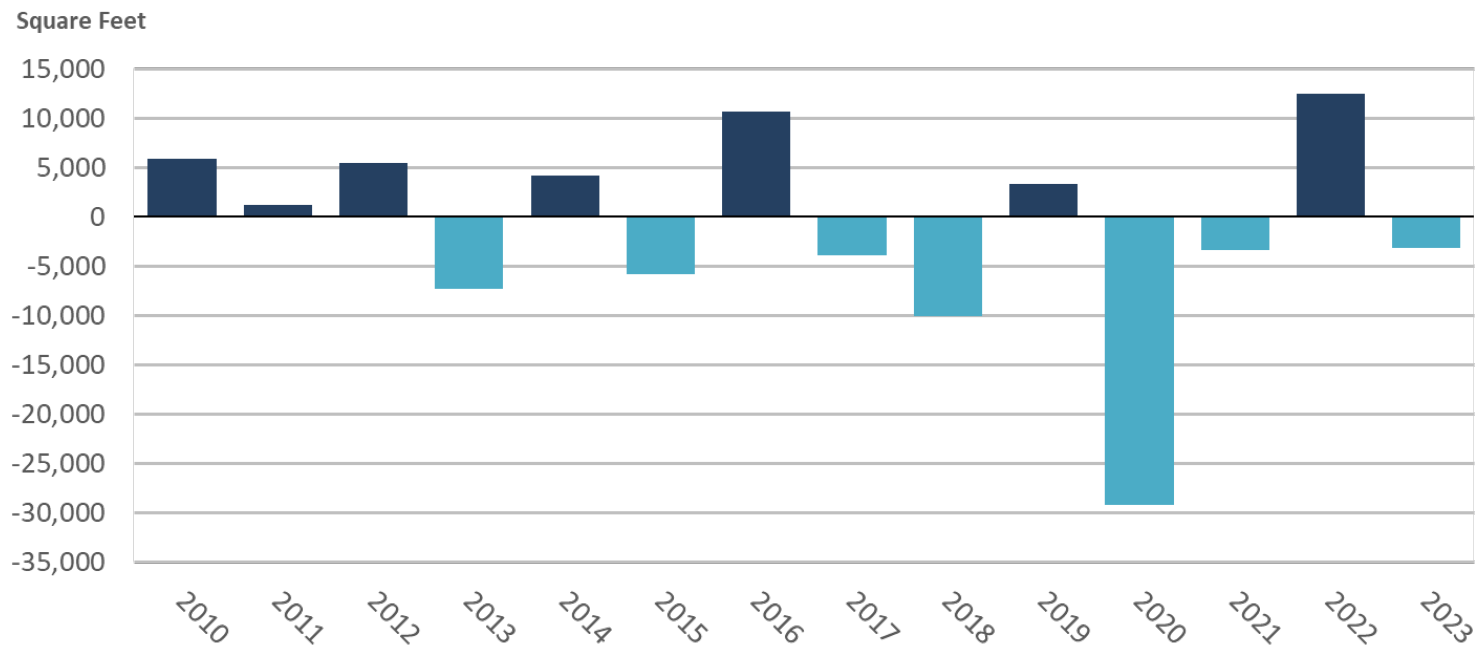
PROJECT OVERVIEW

ALTERNATIVE DESIGN



URA RETAIL/RESTAURANT MARKET OVERVIEW

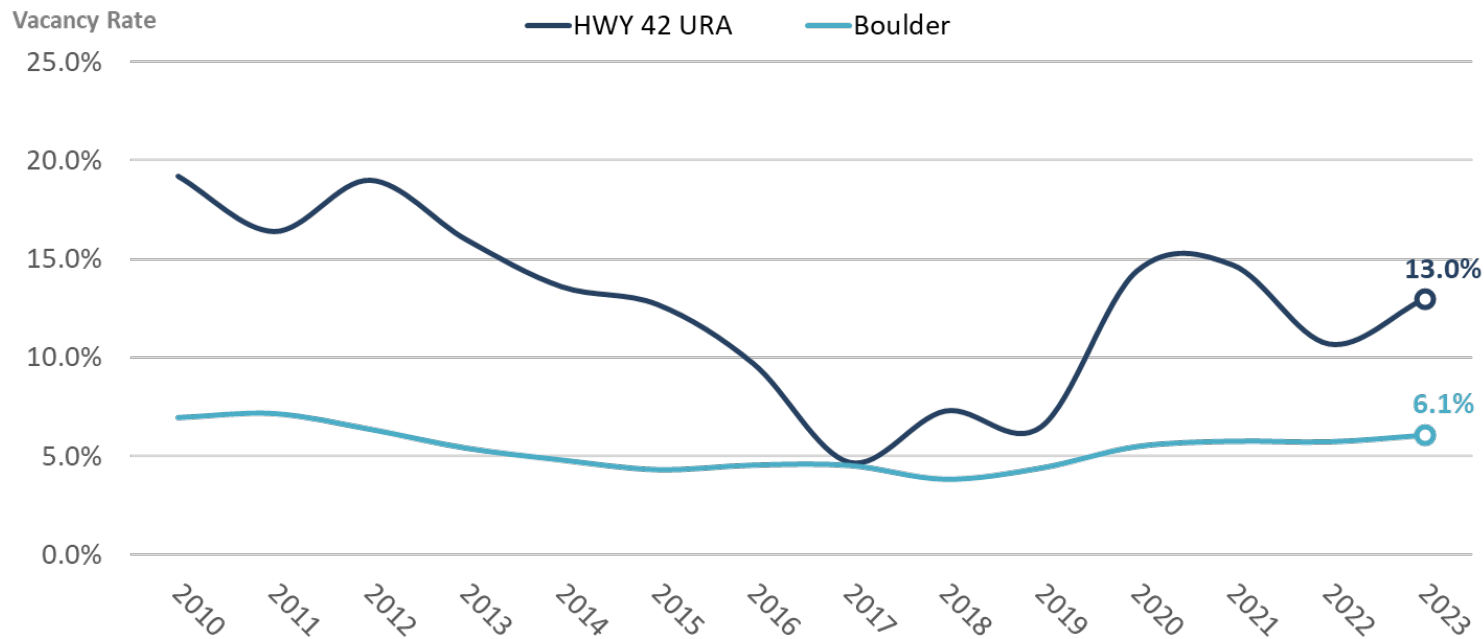
NET ABSORPTION (SF)



Source: CoStar; Economic & Planning Systems

URA RETAIL/RESTAURANT MARKET OVERVIEW

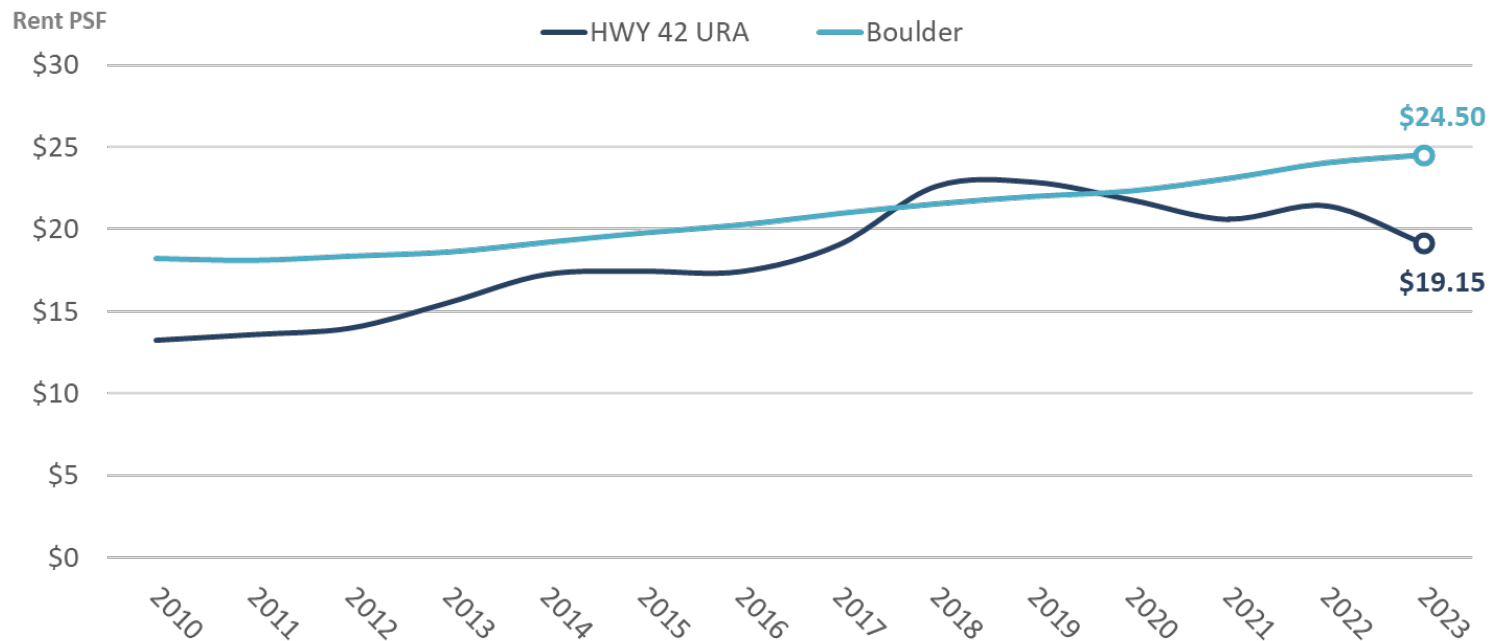
VACANCY RATE



Source: CoStar; Economic & Planning Systems

URA RETAIL/RESTAURANT MARKET OVERVIEW

RETAIL RENTAL RATE



Source: CoStar; Economic & Planning Systems

PROJECT FEASIBILITY EVALUATION – “BUT-FOR” TEST

METHODOLOGY

Evaluate the performance of the project with and without an investment of public funds (i.e., “but-for” the investment of public revenues is the project feasible?)

Yield on Cost (YOC)

- Evaluation of the static performance of the project based on net operating income (NOI) divided by total project costs
- Yield on cost for comparable retail/restaurant development typically ranges from 7.0% to 9.0%
- **Project YOC Hurdle: 8.0%**

Internal Rate of Return (IRR)

- IRR is estimated by evaluating the annual project cash flows over a 10-year period and calculating the project’s internal rate of return through an iterative process
- The project IRR is evaluated on an unleveraged basis and reflects risk factors unique to the project as well as the estimated weighted average cost of capital
- **Project IRR Hurdle: 11.0%**

DEVELOPER RETURN

YOC APPROACH

PROJECT COST

- Includes acquisition, site work, infrastructure, architecture & engineering, vertical construction, and others.

ANNUAL REVENUE

- Net operating income estimates revenues generated from future tenants and accounts for average vacancy and operating costs.

YIELD ON COST GAP ESTIMATE

= \$1.58 million

← YOC Gap
Closure
Target

Description	Amount
Yield on Cost Target (NOI/Cost)	8.0%
Project Performance - Baseline	
Project Cost	
Acquisition Cost	\$1,500,000
Hard Costs	\$1,074,336
Soft Costs	\$87,846
Total Cost	\$2,662,182
Net Operating Income (NOI)	\$86,202
Yield on Cost	3.24%
Project Gap	\$1,584,655

Source: Developer; Economic & Planning Systems

DEVELOPER RETURN

IRR APPROACH

- NOI escalated at 3.0% every year
- Terminal Cap Rate of 6.5%
- IRR hurdle rate of 11.0%

IRR HURDLE GAP ESTIMATE
= \$1.36 million

IRR Gap
Closure
Target

Description	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction Cost												
Acquisition Cost	-\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hard Costs	\$0	-\$1,074,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soft Costs	-\$65,885	-\$21,962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	-\$1,565,885	-\$1,096,297	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Revenues												
Net Operating Income	\$0	\$0	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$127,025
Net Disposition Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,932,339
Subtotal	\$0	\$0	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$2,059,363
NET REVENUES	-\$1,565,885	-\$1,096,297	\$97,354	\$100,274	\$103,283	\$106,381	\$109,573	\$112,860	\$116,246	\$119,733	\$123,325	\$2,059,363
NPV w/out Subsidy	-\$1,363,013											
Internal Rate of Return	1.52%											

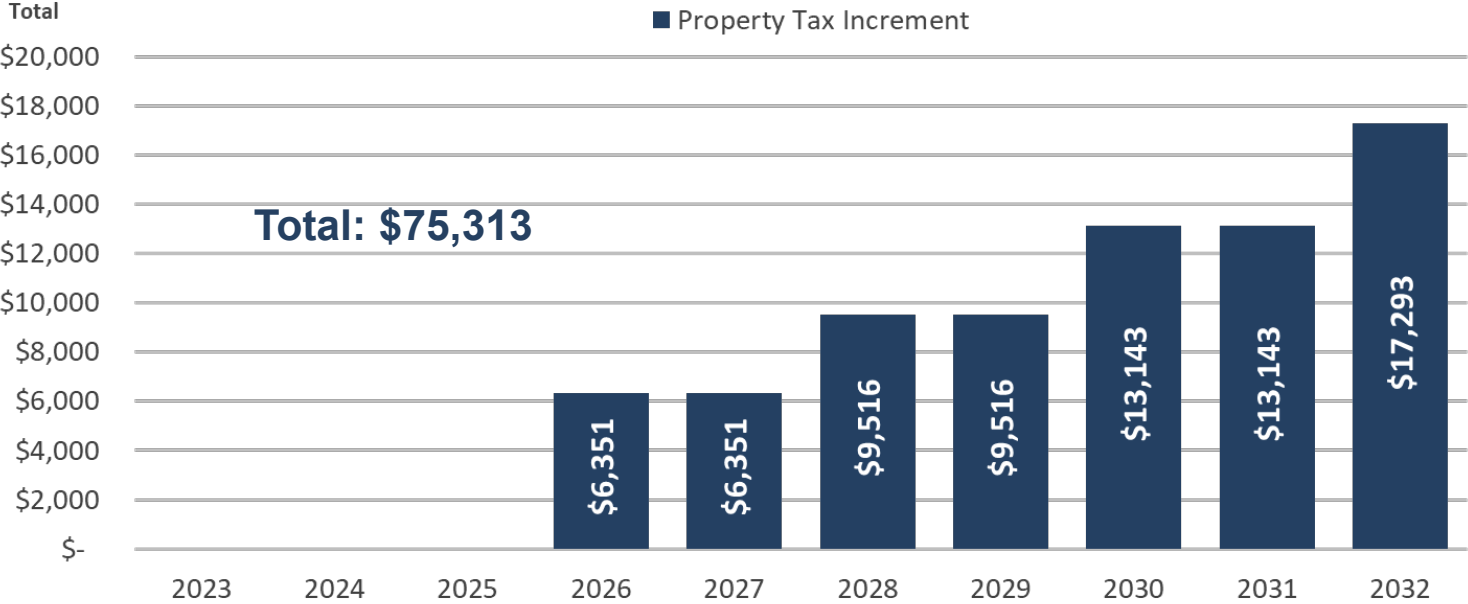
11.0% discount rate

Source: Developer; Economic & Planning Systems

AVAILABLE INCREMENT

PROPERTY TAX

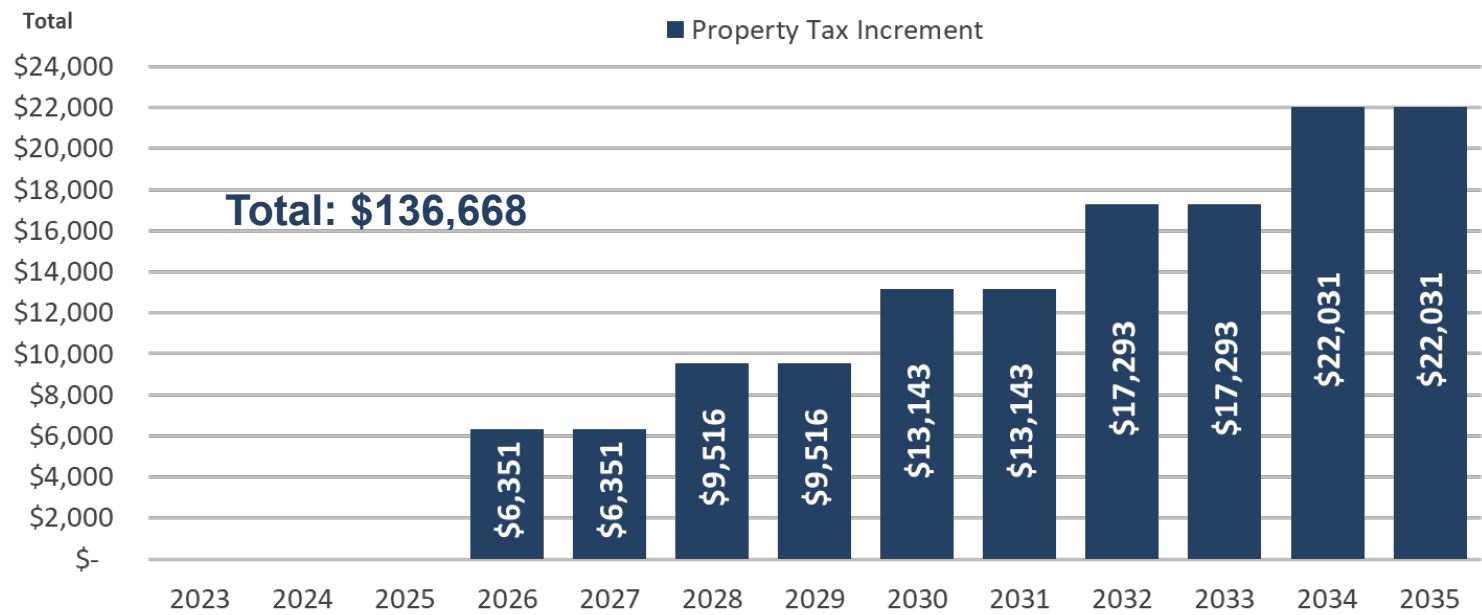
- **Scenario 1:** TIF revenues are collected and distributed on a one-year lag, so the Applicant is expected to receive funds through 2032 (1 year after the URA sunsets)



AVAILABLE INCREMENT

PROPERTY TAX

- **Scenario 2:** The Applicant receives TIF revenues for a full 10-year period, of which the final 3-years of TIF revenues would be generated from URA reserves



RECAP

Developer Request

- \$154,267 façade grant
- TIF revenues:
 - Scenario 1: \$75,313
 - Scenario 2: \$136,668
- Total:
 - Scenario 1: \$229,580
 - Scenario 2: \$290,935

“But-For” Analysis

- YOC Approach:
 - Scenario 1: \$1.38M gap
 - Scenario 1: \$1.35M gap
- IRR Approach:
 - Scenario 1: \$1.19M gap
 - Scenario 2: \$1.17M gap

Developer Return with TIF

- Request of 90% of property tax increment results in a PV of TIF revenues of \$54,652 under Scenario 1 and \$90,417 under Scenario 2
- Total PV of investment including façade reimbursement grant = \$208,919 under Scenario 1 and \$244,684 under Scenario 2
- Rates of Return with Investment:
 - YOC:
 - Scenario 1: 3.51%
 - Scenario 2: 3.55%
 - IRR :
 - Scenario 1: 2.50%
 - Scenario 2: 3.14%

RECAP

URA REVENUES, SHARING PERIOD, AND INVESTMENT AS % OF TOTAL COST

TIF Cap

- \$200,000
 - The Applicant requested \$200,000 over a period of 10–years, which the LRC is proposing as a maximum cap

Sharing Period

- Remainder of LRC TIF period through 2032 or 10–years through 2035

Share of TIF Revenues

- Maximum distribution of 90% of generated TIF

Public Investment as % of Total Cost

- PV of public investment represents 7.8% of total project cost under Scenario 1, 8.7% under Scenario 2, or 11.1% if the \$200,000 cap is reached

TAKEAWAYS

“BUT FOR” ANALYSIS AND NEXT STEPS

- The project would not be financially feasible with or without public investment if it were to be developed and leased by an independent developer
- Should project fail to perform, City would still have a renovated building



916 MAIN STREET RENOVATION - RADIANCE MEDSPA

Schlageter Properties, LLC

LRC ASSISTANCE PROPOSAL - PROJECT NARRATIVE

Agenda Item for May 10, 2023

The redevelopment of 916 Main is intended to upgrade a 72-year-old existing stucco storefront to a more pedestrian friendly retail presentation that features large windows and upgraded level of finish to reinforce the Owner's business model. This renovation will also provide an accessible entrance that meets ADA codes. The storefront will be maintained in the original configuration as the original front, with modifications to the windows and entry door, and maintains the storefront alignment of the adjacent commercial storefronts.

The proposed storefront is consistent with the desired character and development concepts set forth in the Downtown Design Guidelines for the Commercial Core. The one-story façade is in scale with other one-story buildings along Main Street. See attached file for PUD revision: '916_Main-Façade_Renovation-042423.pdf.'

The design retains the original parapet and general configuration of the 1950 façade and evokes a historic sensibility in the details and proportions of the façade. A precast concrete base is provided below new display windows to provide a durable material at the walkway level and to anchor the enlarged display windows above. Above the storefront there is a traditional sign band. The main entry door is recessed and covered by a wood canopy that provides a sense of shelter and invitation to the pedestrians. Due to ADA requirements, a ramp and new entry door is also provided on the south side near the front façade.

All exterior lighting and signage will meet applicable Louisville design and code requirements.

The interior will be totally renovated with all new walls, finishes, etc. and the exterior walls will be brought up to standards, structural floor wall and roof repairs will be accomplished and new HVAC, Plumbing and Electrical will be provided throughout.

The major aspects of this proposed LRC assistance request are as follows:

- Redesigned Main Street storefront facade design that is cohesive with the Downtown Design Guidelines and adjacent storefront vocabulary, and upgrade of east alley elevation using the same materials as the Main Street elevation.
- Creation of a wheelchair accessible entrance that is ADA compliant and code compliant to augment the main entry.
- Screening of mechanical equipment, trash enclosure, and added bike parking.
- Renovation of the entire one-story building to meet code and current standards for Class-A commercial buildings, including exterior wall repair, structural floor repair, structural roof repairs and accommodation for new rooftop equipment. New building systems will be provided including Mechanical (HVAC and plumbing) Electrical, and building thermal envelope (insulation). Note that only the Landlord's portion of the interior renovation is included in the Project Cost.

LRC Property Tax Increment Rebate Assistance: Application

Application

Please complete all questions below to ensure staff has sufficient information to review and process your application. Applications will not be scheduled for consideration by the LRC until a completed application is received.

All information submitted to the LRC or the City of Louisville is subject to public disclosure, consistent with the requirements of the Colorado Open Records Act, the City of Louisville Charter, and related City policies and procedures.

* Indicates required question

Applicant Name*

Stephanie Schlageter

Applicant Email*

stephanie@radiancemedspa.com

Applicant Phone Number*

727-466-8999

Is applicant the owner? If applicant is not owner, staff will request a letter of authorization to proceed with the application. *

Yes

Project Name*

916 Main Street Renovation - Radiance MedSpa

Project Address*

916 Main Street, Louisville, CO 80027

Project Description*

The project includes a full renovation of the existing building, (built in 1950) including demolition of all existing interior improvements, new interior build out for Radiance Medspa (Tenant) including all walls, ceilings, finishes, new HVAC, plumbing and electrical, renovated front facade with new larger storefront windows and entry to support retail use, and exterior improvements at exterior walls, doors, windows, and roof, plus sitework and other improvements per City of Louisville standards.

Anticipated Project Start*
Date

06/01/2023

Anticipated Project Completion*
Date

10/31/2023

If this proposed project requires any zoning approvals (PUD amendment, variance, Special Review Use, etc.) please describe the status of the zoning application. If no zoning process is required, please answer "Not applicable".*

The exterior improvements require a PUD Amendment and review by the HPC for partial demolition of facade and other applicable exterior building elements. These reviews are currently in progress.

Please describe the Project Benefit to the Hwy 42 Urban Renewal Area as well as adjacent properties and neighborhood.*

A substantial investment in this property, including an updated, renovated facade with a new entry and improved storefront for a successful retail presentation will support the new business at this location. This will increase property values and promote other investment in Downtown. The owner is also pursuing potential landmark status for retaining the character defining portion of the facade which will preserve and enhance downtown Louisville's heritage.

Estimated Total Project Cost*

\$ 1,500,000	Property Purchase
\$ 769,836	Building Core and Shell Renovation
\$ 304,500	Tenant Finish Allowance (Tenant TI Investment = \$470,023)
\$ 87,846	Soft Costs - Professional Fees, Permit
\$ 2,662,182	Total Project Cost (without contingency)
	(Note that owner is also carrying \$458,550 in other soft costs)

Amount of Public Infrastructure Assistance Funding Requested*

The project is very costly compared to the amount of income that is possible using comparable (higher end) lease rates for downtown Louisville. We understand that the LRC Direct Assistance maximum amount would be in the form of TIF reimbursement of 90% of the increased property taxes over 10 years. This is the amount of our request.

Outline of Public Infrastructure Improvements, with costs, to match assistance funding requested. Outline should break-out the improvements, any professional services or fees, and contingency.*

See attached Proforma

Please describe the risks associated with this project.*

- Market / economic downturn
- Occupancy challenges
- High / Increasing cost of labor and materials
- Interest rate increase

Please describe the applicant's experience with similar projects. *

- Schlageter Properties is 100% owned by Stephanie Schlageter who has more than 17 years of experience in business ownership and operations
- Stephanie has managed 3 business expansion projects over 17 years involving the successful planning, financing, and management of 3 major construction projects related to expansion of operations owned and operated in Florida.
- Stephanie has more than 27 years in business and financial management experience

Submit project financials, including a 10-year proforma for the project, a Sources & Uses Budget for the entire project, and assumptions for Retail Sales and Property Assessed Valuation of the project (for residential and commercial uses) by year. Please note: This form of financial assistance requires a third-party financial review. The cost of the third-party review will be shared between the LRC and the applicant (each pay 50%). If the project is ultimately constructed, when the Certificate of Occupancy is issued, the LRC will rebate the applicant's portion of the cost.*

See attached Proforma.

Submit a detailed project narrative and supporting visuals, such as concept plans, building design/elevations, etc. This information will form the substance of a presentation to the Commission to convey the nature and benefit of the project.*

See attached supporting materials.

916 Main Street Renovation

Blight Conditions Report

Blight Conditions Report: Please provide a short description of how the project addresses the following blight conditions identified in the Hwy 42 URA. Not all conditions are present on all properties; applicants should focus on describing the conditions related to the proposed Public Infrastructure Improvements for their specific project.

Urban Renewal Plan, see "Qualifying Conditions" section, pg. 12 of report:

<https://www.louisvilleco.gov/home/showpublisheddocument/2901/637304169831030000>

Conditions Survey:

<https://www.louisvilleco.gov/home/showpublisheddocument/7730/637304148574700000>

LRC Property Tax Increment Rebate Assistance: Application

* Indicates required question

A) Slum, deteriorated, or deteriorating structures

N/A

B) Predominance of defective or inadequate street layout

N/A

C) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

N/A

D) Unsanitary or unsafe conditions

N/A

E) Deterioration of site or other improvements

The existing building is approximately 75 years old and deferred maintenance is an issue. Repairs of existing exterior walls, doors and windows, roof, mechanical, electrical and plumbing systems will be accomplished as part of the building renovation.

F) Unusual topography or inadequate public improvements or utilities

The site slopes from north to south and from west to east (front to rear of the lot). The existing building does not have a code compliant handicapped accessible entrance and the rear entrance is approximately 4 feet lower than the main entrance. A new ADA accessible entrance and interior accommodations are necessary to mitigate the current conditions.

G) Defective or unusual conditions of title rendering the title nonmarketable

N/A

H) Existence of conditions that endanger life or property by fire and other causes

N/A

I) Buildings that are unsafe or unhealthy for persons to live or work

N/A

J) Environmental contamination of buildings or property

N/A

K.5) Existence of health, safety, or welfare factors requiring high levels of services

N/A

By entering your name below, you attest that all of the information contained above is correct and represents the intent to fund public infrastructure investments in the Hwy 42 Urban Renewal Area.*

Stephanie Schlageter
Schlageter Properties LLC
7534 Brockway Drive
Boulder, CO 80303

Date of application submission *

05/02/2023





DRAFT 04-24-23



916 MAIN STREET RENOVATION
FINAL PUD - ALTERNATIVE DESIGN

916 Main Street - Project Proforma

C&S Loan Amt (not incl tenant loan)	\$2,662,182	7.5% Interest Rate	25 Year Am.	\$ 19,673.29 /	Month P&I
C&S Construction Cost	\$ 769,836	Annual Principal Pmt	\$105,363	\$110,754	\$116,420
Tenant Finish Allowance	\$ 304,500	Annual Interest Pmt	\$130,716	\$125,326	\$119,659
Not incl full TI Cost	\$470,023 By Tenant				\$113,703
Land/Building Cost	\$1,500,000				
Soft Costs (permit, A/E fees, etc)	\$ 87,846				
Total Project Cost	\$2,662,182				
Additional Equity	(\$0)	\$539,631 = Non-financed Carrying Costs from Purchase through Construction incl. Mortgage Int. (C&S only)			
		\$296,554 Minimum equity required per loan requirements at current loan amount (C&S only).			

Loan To Proj Cost 100%	\$2,662,182	Loan w/assumed Value of	\$2,662,182	Project Value \$/sf	\$874.28 @	3,045 sf
Loan To Total Cost 83%	\$2,662,182	Loan w/Total Cost of	\$3,201,813	Land Value \$/sf	\$316.12 @	4,745 sf

3.09% Return = NOI / Total Project Costs

\$4,750,000 Retail Sales Projected - 10 years
 \$430,350 Sales Tax @ 9.06%

INPUT VALUES:

- 3,045 RSF Leaseable Area (1st Level)
- \$32.50 /sf Lease Rate (NNN Lease)
- \$12.77 /sf NNN Expenses - Estimate
- 3.0% /yr Rent Escalation
- 10% Assumed Vacancy Rate

SUBJECT: RESOLUTION NO. 3, SERIES 2024 – A RESOLUTION
APPROVING A REVOCABLE LICENSE AGREEMENT FOR THE
INSTALLATION OF FIBER CABLES AND CONDUIT WITHIN
CITY RIGHTS-OF-WAY IN CONNECTION WITH THE INTREPID
FIBER NETWORK – *continued from 1/2/24*

DATE: JANUARY 16, 2024

PRESENTED BY: CAMERON FOWLKES, CITY ENGINEER
PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR

SUMMARY:

City Staff was contacted in October of 2022 by Intrepid Fiber requesting a revocable license agreement to construct a fiber to the home network within Louisville. Staff met with Intrepid on many occasions to go over details of the installation and the requirements for the agreement and Council Approval. Staff recommends that City Council approve the revocable license agreement with Intrepid Fiber.

Staff reviewed the revocable license agreement with the City attorney to ensure the agreement meets the following:

- City, State and Federal Laws
- Current Right of Way Standards
- Protection of Public and Private Property
- Requirements to apply for Right of Way Permits and applicable fees/taxes.
- Communication Plan with residents/owners
- Insurance requirements
- Network Maintenance, Monitoring, and Locating requirements.

If the Revocable License is approved, the applicant will then have to submit right of way permits and fees for each phase of the project. The permits are required to have detailed construction drawings, traffic control plans, and resident notification information. Staff will review each permit in detail and issue the permit once the applicant has met City standards.

The City Attorney has advised that pursuant to Chapter 38, Article 5.5 of the Colorado Revised Statutes, telecommunications providers have the right to occupy and utilize the public rights-of-way within the City. The City may lawfully exercise its police powers to require license agreements from telecommunications providers, such as Intrepid, to construct and maintain facilities in the City's right-of-way. However, the City must exercise this police power in a way that is competitively neutral and may not discriminate against or grant a preference among telecommunications providers. For instance, the City may not provide any telecommunications provider a competitive

advantage or cause a telecommunications provider to suffer a competitive disadvantage.

The proposed license agreement reflects a lawful exercise of the City's police power over the City's rights-of-way, consistent with state statute. Additionally, Article XV of the license agreement provides the opportunity for the Licensee to notify the City if it believes the City has granted terms more favorable to another telecommunications provider. This term will help ensure ongoing compliance by the City of the limitations set forth in state law.

Intrepid Fiber has completed projects with similar agreements in Pueblo, Northglenn, Westminster, and Littleton. Staff has reached out to these municipalities for references and provided a summary of the information in attachment 5.

In addition to reviewing the proposed telecommunications network from Intrepid, staff requested that Intrepid Fiber provide the City strands of dark fiber to several locations to reduce construction impacts on community members. These locations were previously identified for future buildout by staff. See attachment 4 for a map of existing fiber and proposed connections.

Intrepid Fiber will provide 6 strands of dark fiber for exclusive use by the City to the following locations with no recurring monthly charge:

- Sewer lift stations at Takoda and North End Subdivisions.
- Traffic signals at Paschal/Highway 42, Short/Highway 42
- Raw water pump station at Harper Lake.
- Golf Course, Recreation Center, Community Park, Cottonwood Park, and Heritage Park.

In addition, Intrepid Fiber will provide 2" Conduit between the Library and North End Lift Station for exclusive use by the City.

FISCAL IMPACT:

The City will recognize approximately \$300,000 in right of way permit fees based on the current estimated infrastructure quantities from the agreement. Actual fees will be determined at the time of permitting.

In addition to the Intrepid Network right of way permit fees, providing dark fiber for exclusive City use within its network, the City will save between \$250,000 and \$500,000 in installation costs for fiber connections to several City owned facilities.

PROGRAM/SUB-PROGRAM IMPACT:

This effort supports Utilities, Transportation, and Parks.

RECOMMENDATION:

Staff recommends City Council pass the resolution and execute the revocable license agreement with Intrepid Fiber.

ATTACHMENT(S):

1. Resolution No. 3 Series 2024
2. Revocable License Agreement
3. Intrepid Fiber Presentation
4. Map of City Fiber Optic Network
5. Reference Summary

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 3
SERIES 2024**

**A RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT FOR THE
INSTALLATION OF FIBER OPTIC CABLES AND CONDUIT WITHIN CITY RIGHTS-
OF-WAY IN CONNECTION WITH THE INTREPID FIBER NETWORK**

WHEREAS, BIF IV Intrepid OpCo LLC (“Intrepid”), a telecommunications provider owning and operating fiber networks, desires to license from the City portions of City-owned rights-of-way for the installation of fiber optic cables and conduit; and

WHEREAS, in exchange for the use of such City-owned rights-of-way, Intrepid will install and construct additional conduit and fiber for the City’s use and pay building permit and right-of-way permit fees for the installation of Intrepid facilities; and

WHEREAS, a revocable license agreement between the City and Intrepid has been proposed for such purposes; and

WHEREAS, the City Council finds that the proposed agreement is in the best interests of the City and its citizens, and by this resolution desires to approve the agreement and authorize its execution.

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

1. The proposed Revocable License Agreement between the City of Louisville and BIF IV Intrepid OpCo LLC (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is authorized to execute the Agreement on behalf of the City, 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.

3. The Mayor, City Manager, City Clerk, and City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to provide for performance of the obligations of the City under the Agreement.

PASSED AND ADOPTED this 16th day of January, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the City of Louisville, a Colorado Municipal Corporation (hereinafter referred to as "City") and BIF IV Intrepid OpCo LLC (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a Telecommunications Provider" as that term is defined in Section 7 of Article I; and (b) that it operates within the geographical boundaries of the City of Louisville; and

WHEREAS, Licensee provides its Telecommunications Services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement or revocable permit; and

WHEREAS, Licensee may wish to install Facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide Telecommunications Services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to Telecommunications Providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article XI of the City of Louisville Home Rule Charter (the "Charter"), nor shall same ever become or ripen into any franchise; and

WHEREAS, as part of the consideration for Licensee's use of the City's public rights of way, Licensee has agreed to install and dedicate to the City certain fiber and conduit for municipal use in accordance with this Agreement; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way and the City Project (defined below);

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined

herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide Telecommunications Services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful or convenient to provide Telecommunications Services within the territorial boundaries of the City, including without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide Telecommunications Services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone or telecommunications access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video or other similar telecommunications signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean within the corporate boundaries of the City of Louisville as now or hereafter constituted.

5. "Rights of Way" shall mean all streets, roadways, sidewalks and alleys, and all other areas reserved for present or future use by the public, as a matter of right, for the purpose of vehicular or pedestrian travel as defined in Section 17.08.410 of the Louisville Municipal Code.

6. "LMC" shall mean the Municipal Code of the City of Louisville, as amended, and as same may be amended in the future.

7. "Telecommunications Provider" shall (1) have the meaning as that term is defined under Colorado and federal law, including but not limited to § 38-5.5-102(3), C.R.S. and 47 U.S.C. § 153(51) and (2) also include, solely for the purposes of this Agreement, the term "broadband provider" as that term is defined in § 38-5.5-102(1.3), C.R.S., except that for purposes of this Agreement this term shall not include a cable operator.

8. "Telecommunications Services" shall (1) have the meaning as that term is defined under Colorado and federal law, including but not limited to 47 U.S.C. § 153(53) and (2) also

include, solely for the purposes of this Agreement, the term “broadband service” as that term is defined in § 38-5.5-102(1), C.R.S., except that for purposes of this Agreement this term shall not include cable services.

9. “Wireless Communications Facility” or “WCF” means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

10. “Fiber” means six (6) strand, single mode, dark fiber capable of achieving ten (10) gigabits per second (Gbps) connection speeds, unless a different specification and/or performance standard is approved in accordance with Article IV, Section 3 hereof.

11. “City Fiber” means fiber provided, constructed and installed by Licensee and dedicated to the City for the City’s exclusive use.

12. “Shared Fiber” means fiber provided, constructed and installed by Licensee, and dedicated to the City for shared use with Licensee.

13. “City Conduit” means conduit provided, constructed and installed by Licensee and dedicated to the City for the City’s exclusive use.

14. “City Project” has the meaning set forth in Article IV, Section 3.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit and building code requirements) and the City's prior and superior right to usage for municipal purposes, City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive and revocable license to make reasonable use of those specific portions of the Rights of Way depicted in Exhibit A, attached hereto and incorporated herein by this reference (the “Premises”), for the sole purposes of constructing, installing, operating, maintaining, repairing, replacing, and removing Licensee's Facilities. Should Licensee desire to expand the Premises, Licensee shall submit an application for a right-of-way permit pursuant to Chapter 12.12 of the Louisville Municipal Code. The City’s Director of Public Works, or the Director’s designee (the “Director”), may grant, grant with conditions, or deny such request in such official’s discretion. The Director shall notify Licensee of the decision in writing. If the Director issues the permit, then the Licensee shall prepare, and submit to the Director for approval, an updated exhibit (in form similar to Exhibit A), depicting the whole of the Premises, including the extended area, to replace the diagram attached hereto as Exhibit “A.” The updated Exhibit “A” shall be attached to and become a part of this Agreement, without the need for a formal written amendment, upon the Director’s written approval of the same, and the area described and depicted thereon shall be deemed to form the Premises. The foregoing notwithstanding,

the Licensee must separately obtain consent from the Colorado Department of Transportation with respect to state highways. The Premises, including any approved expansions thereof, is being licensed to Licensee “as-is” without warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose. Within thirty (30) days following the installation or relocation of any communication conduit, fiber optic cable, and/or appurtenant facilities within the Premises, Licensee shall provide the City with detailed drawings showing the as-built location of such Facilities. As-built drawings may be provided electronically.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other Telecommunications Providers. Licensee understands and agrees that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use or failure of Licensee to comply with the provisions hereof;

(b) To use, control and regulate the use of the City streets, roads, easements, other public places and the Rights of Way, and the space above and beneath the same;

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable for any public or municipal purpose or project, as determined at the sole discretion of the City, which judgment must be exercised in a reasonable manner; and

(d) To require a separate permit for each site or excavation upon which Licensee would otherwise be required to obtain such a permit under Chapter 12.12 of the LMC. Each permit application shall include information as to the appearance, size, description, proposed location of, and any other information pertinent to, any aerial installations proposed for attachment to existing light poles, which installations require the City’s written approval, in addition to application to and approval from the owner of the subject pole(s) (e.g., Xcel Energy or Lumen, as applicable). Aerial installations proposed for attachment to light poles must comply with all requirements of Chapter 17.42 of the LMC applicable to “small cell facilities,” excepting any requirements the City’s Director of Public works has waived in writing upon a finding that such requirements are not applicable to, or are unnecessary for, the City’s review of the aerial installations proposed in the permit application. Notwithstanding the foregoing, the City’s Director of Public Works may not waive the requirements that require the installation to utilize camouflage and concealment design techniques, and that limit the height of each installation to the height of the existing infrastructure on which it is mounted *plus* no more than five (5)

additional feet. Licensee shall accompany each permit application with a detailed public information plan, for City review and approval, which plan shall contain, at minimum, a description of Company's planned efforts to provide regular progress updates to Louisville residents while the work performed under the permit is ongoing, such as a webpage, mailed notices, flyers, or a combination thereof, and the method by which Licensee will answer resident questions concerning the work performed under the permit. When approved by the City, the terms of each permit and public information plan will be automatically incorporated into this License Agreement as if fully set forth herein, without further action by the parties.

(e) To enter into the Premises at any time during the term of this License Agreement for any purpose of the City. If such entry requires disturbance of Licensee's Facilities, the City shall provide Licensee with at least three (3) days written notice and shall perform underground locates as required by Colorado law, except in the case of emergencies, in which the City shall endeavor to provide Licensee with notice as soon as practically possible. The City shall not be required to repair or replace any such disturbance. The City shall have the right to place improvements on the Premises.

4. The license granted herein to make reasonable use of the Premises shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confers only the right to make reasonable use of the Premises for Licensee's provision of Telecommunications Services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term as defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV – FEES AND OTHER CONSIDERATION

1. **Building Permit and Right of Way Permit Fees** – Licensee shall pay in advance to Licensor any building permit fees and right of way permit fees as outlined in Titles 12 and 15 of the LMC; provided that, such fees are waived for work specifically integrated into the City Project (defined in subsection 3(a), below).

2. **Payment of Fees to Licensor** – Licensee shall pay Licensor the Fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Louisville City and sent to:

City of Louisville
Attn: Finance Director
749 Main Street
Louisville, CO 80027

3. City Fiber & Conduit.

(a) As additional consideration to the City for the License granted hereunder to Licensee, Licensee agrees to construct, install, and dedicate to the City for municipal purposes (the “City Project”):

(i) Approximately one (1) mile of City Fiber at the location(s) described and depicted on Exhibit B, attached hereto and incorporated herein by this reference;

(ii) Approximately four and one half (4.5) miles of Shared Fiber at the location(s) described and depicted on Exhibit B.

(iii) Approximately one (1) and three-tenths (3/10) of one mile (1.3 miles) of City Conduit, with handholes at the locations described and depicted on Exhibit B.

(b) All Fiber installed as part of the City Project must be six (6) strand, single mode, dark fiber capable of achieving ten (10) gigabits per second (Gbps) connection speeds unless a different specification and/or performance standard is approved in writing by the City Manager in advance of the subject installation.

(c) All City Fiber and Shared Fiber shall be installed within Licensee Facilities, unless otherwise stated in this Agreement, including subsection (d) below, or an exhibit hereto, and shall be operated and maintained by Licensee in accordance with Exhibit B, attached hereto and incorporated herein by this reference.

(d) The City Conduit and City Fiber installed within such City Conduit shall be dedicated to the City for the City’s exclusive use upon construction completion, by bill of sale or other written instrument acceptable to the City, and upon the City’s written acceptance of the same, the City shall own and be responsible for maintenance of such City Conduit and all City Fiber installed within such conduit.

(e) Licensee shall perform its obligations under this Section in accordance with Article VII hereof and the terms and conditions of any applicable permits. The parties shall cooperate in good faith to develop a timeline for completion of the City Project by no later than December 31, 2026, unless the City agrees in writing to extend such completion deadline.

ARTICLE V - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S. the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted a Telephone Utilities Tax as codified in Chapter 3.26 of the LMC. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to \$8.00 per annum for each Account, payable monthly in twelve (12) equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Chapter 3.26 of the LMC and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said LMC provisions are invalid under law or should not be applied to Licensee, including, without limitation, any claim that said provisions violates any provision of state law or the Telecommunications Act.

(b) Pursuant to Chapter 3.30 of the LMC, the City has imposed an emergency telephone charge ("E911 Charge") of \$0.75 per month per exchange access facility, wireless communications access and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit same monthly to City as provided by §29-11-103(1), C.R.S.

ARTICLE VI - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Chapter 3.20 of the LMC relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by City pursuant to Chapter 3.20 of the LMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Chapter 3.20 of the LMC.

ARTICLE VII - USE OF PREMISES

1. Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of persons, or interfere with any public improvements the City or other governmental entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including but not limited to vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess

and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City, consistent with the provisions of Chapter 12.12 of the LMC.

3. Not less than thirty (30) days prior to construction of any Facilities within the Premises at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the City's Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 12.12 of the LMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all review fees associated with such permits in addition to the fees set forth in Article IV of this Agreement, and (d) comply with all requirements of said Chapter 12.12 of the LMC, including the terms of said permits.

4. All construction, excavation, maintenance and repair work done by Licensee shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the City, the general public and individuals. Licensee shall be liable for any damage to the City or City owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, repair, replacement and removal of Facilities by Licensee shall be subject to regulation by City including as to (a) the location of Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, streetlights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The Director of Public Works, or designee, may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features

and vegetation. Whenever feasible, as determined in the reasonable discretion of the Director of Public Works, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within conduit of other Telecommunications Providers or utilities in accordance with applicable City ordinances and requirements.

6. Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Facilities in, on, over or under any Rights of Way in such manner as City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to City for the costs thereof. In the event City causes Licensee's Facilities to be relocated, City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

7. Except where specifically authorized by the Director of Public Works, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of City or of authorized local exchange carriers are presently located above-ground, the City Engineer will allow Licensee's Facilities to also be located above-ground. At the City Engineer's discretion, underground installation may be required in certain areas where above-ground facilities currently exist. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to City for the costs thereof. In the event City causes Licensee's Facilities to be relocated, City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. Licensee agrees to take such actions as necessary to maintain the communication conduit and/or fiber optic cable in good and safe condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the City in Licensee's use and occupancy of the Premises. If Licensee fails to comply with its obligations under this Agreement, the City may take such measures as it determines necessary to bring the Premises into compliance, and the cost of any such measures shall be paid by the Licensee. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any person on account of Licensee's use of the premises or any personal property placed or located on, at, or in the Premises by Licensee, it being acknowledged and understood by Licensee as between Licensee and the City that the safety and security of any such persons and property is the sole responsibility and risk of Licensee.

9. Any and all activities of Licensee as authorized hereunder shall be performed in accordance with all applicable City of Louisville laws, ordinances, rules, regulations, required

permits, and design and construction standards. Licensee agrees it shall not, in the exercise of its rights hereunder, introduce into or store, generate or dispose any hazardous substance (as defined under any state or federal law) on or within the Premises, any City Conduit, or Rights of Way.

10. Within thirty (30) days following the installation or relocation of any Facilities within the Premises, Licensee shall provide the City with detailed drawings showing the as-built location of such Facilities. As-built drawings may be provided electronically.

11. Licensee shall provide the City on an annual basis by November 30 of each calendar year a report providing the City with the location of all of Licensee's Facilities installed pursuant to this Agreement as of the date of such annual report. Upon completion of the installation of Licensee's Facilities as set forth herein, Licensee shall provide the City with a map identifying the locations of all of Licensee's Facilities and Licensee's completed system within the City, which map shall be accompanied with as-built drawings.

12. After execution of this Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VIII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such Charter provisions, ordinances and rules and regulations as may be deemed necessary by the City to promote the health, safety and welfare of its inhabitants and their property.

2. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by Telecommunications Providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of Telecommunications Providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE IX - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, Telecommunications Providers and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with City, authorized utilities and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit, Licensee shall provide City and all utilities, cable television franchisees, authorized Telecommunications Providers, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by City, and such utilities, cable television franchisees, authorized Telecommunications Providers, and local exchange carriers. If City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense for installing such additional conduit. If a utility, cable television franchisee, authorized Telecommunications Provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense for installing such additional conduit. This section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to installed network not involving significant line extension nor other excavations of limited scope.

3. Notwithstanding anything to the contrary in paragraph 2 of this Article, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, City may request Licensee to install one additional conduit for exclusive use by City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense for installing such additional conduit, handholes and pullboxes.

ARTICLE X - INDEMNIFICATION

1. Licensee shall install, construct, maintain and operate its telecommunications system in a safe manner providing reasonable protection against injury or damage to any and all persons or property. Licensee specifically agrees to indemnify, defend and hold City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions of failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the intentional or willful and wanton misconduct of the City. City shall not be liable for, and Licensee shall indemnify, defend and hold the City harmless from all costs, damages and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event. Licensee shall have sole control over the defense, investigation and settlement of any such claims, however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. In the event Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee, Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages,

claims or penalties, including all out-of-pocket expenses, attorney' fees, and the reasonable value of any services rendered by any employees of the City.

2. The City will provide notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. The Licensee shall thereafter be required to appear and defend any such claim or action. Nothing herein stated shall limit the Licensee's obligation of full indemnification of the City hereunder.

ARTICLE XI - INSURANCE

Prior to commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against City and a severability of interests provisions, and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Public Works prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements. Failure on the part of Licensee 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 License Agreement and the License granted herein, 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 Licensee to the City upon demand. 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.

ARTICLE XII - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The Parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XIII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, each of which terms are deemed material, City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating the License Agreement for cause on account of any default by Licensee, City shall provide Licensee with written notice of the default and afford Licensee a reasonable period in which to cure the default.

3. In the event Licensee abandons the telecommunications system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or the Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this Agreement in connection with the portion of the telecommunications system so transferred to the City shall terminate.

4. City or Licensee may cancel this Agreement at any time upon ninety (90) days' written notice to the other party, subject to the indemnification requirements of this Agreement, the removal provisions set forth in Section 3 above, and any other provisions that survive the termination of this Agreement.

ARTICLE XIV - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City: Office of the City Manager
 Attn: City Manager
 749 Main Street
 Louisville, CO 80027

with a copy to: Public Works
 Attn: City Engineer
 749 Main Street
 Louisville, CO 80027

If to Licensee: BIF IV Intrepid OpCo LLC
11001 W. 120th Ave, Suite 305
Broomfield, CO 80021
Attention: Chief Construction Officer

with a copy to: BIF IV Intrepid OpCo LLC
11001 W. 120th Ave, Suite 305
Broomfield, CO 80021
Attention: Regulatory

ARTICLE XV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline Telecommunications Provider offering Telecommunications Services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is, following the execution of this License Agreement, granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify City of such terms and conditions and Licensee shall have the option to renegotiate with City with respect to such terms and conditions.

ARTICLE XVI - MISCELLANEOUS

1. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

2. In the event that any term or provision of this License Agreement is declared to be illegal, invalid, or unconstitutional, then that provision shall be deemed to be deleted from this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

3. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. Venue for any legal action brought hereunder shall be in the federal or state courts for Boulder County, Colorado, and in no other court, for purposes of any litigation related to the License Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile.

4. Any and all provisions of this License Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this License Agreement, including without limitation the removal of Licensee Facilities and Licensee's indemnification obligations, shall survive and be enforceable after the expiration or termination of this License Agreement.

5. The covenants and agreements contained in this Agreement are for the benefit of the City and Licensee only, and do not create any obligations or duties to persons not parties hereto.

6. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties. Neither party shall assign any of its rights hereunder without the prior written consent of the other party.

7. This License Agreement, including any Exhibits, contains the entire agreement between the parties and supersedes all prior and contemporaneous communications, understandings, and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the parties relating to the License Agreement shall be binding upon the parties.

ARTICLE XVII - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument.

ARTICLE XVIII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XIX- LAWS GOVERNING/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in Adams County, Colorado.

ARTICLE XX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XXI - PUBLIC DISCLOSURE

The Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXII - AMENDMENT

This Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

IN WITNESS WHEREOF, Licensee and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:	CITY OF LOUISVILLE, a municipal corporation
 _____ Meredyth Muth, City Clerk	 By: _____ Christopher M. Leh, Mayor

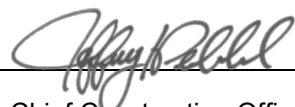
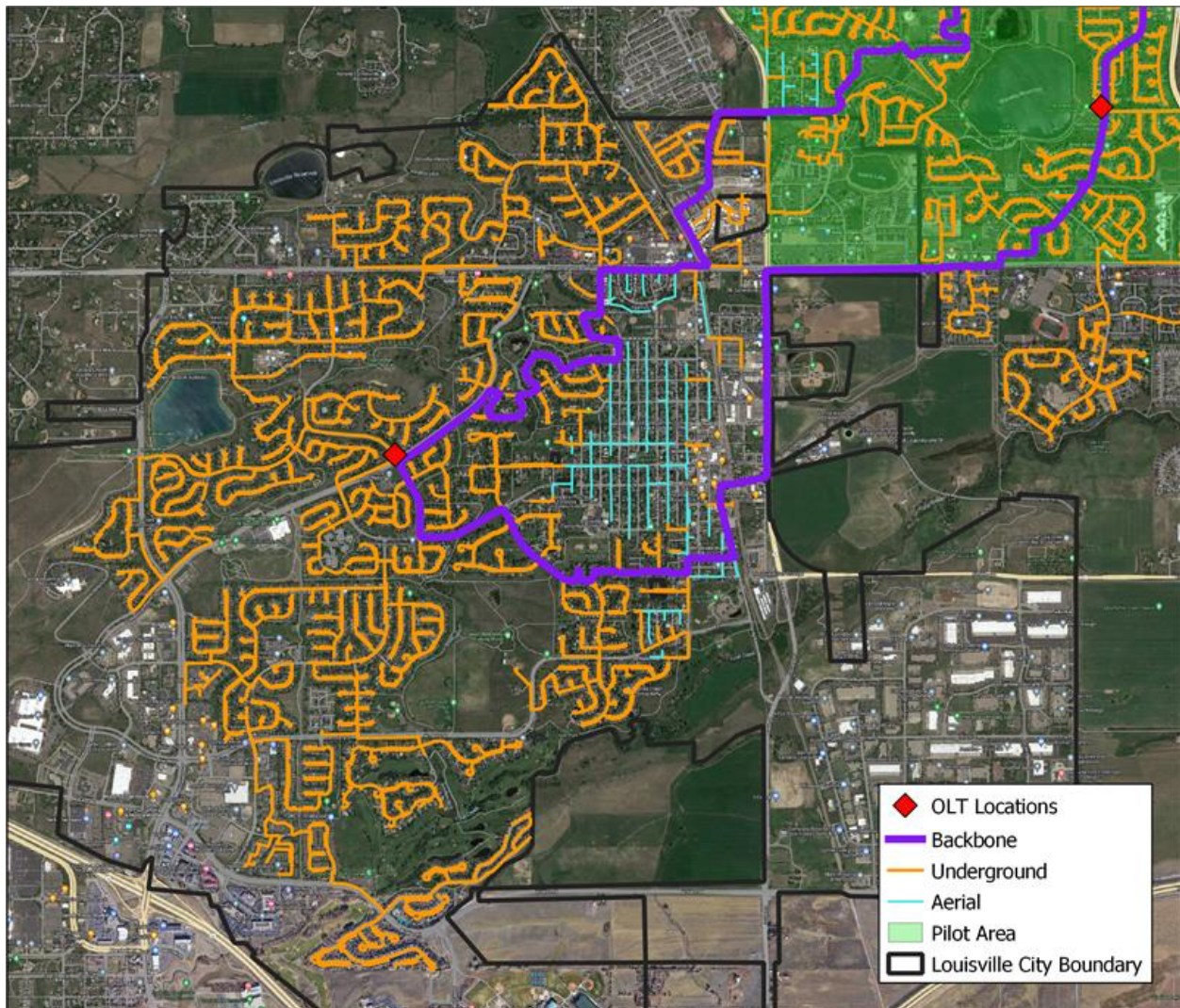
ATTEST:	LICENSEE: BIF IV Intrepid Opco LLC
 Title: _____	 By:  _____ Title: Chief Construction Officer

EXHIBIT A

Description: This Exhibit A shall cover the proposed Licensee network within the City boundaries as depicted on the following map:



Licensee shall construct a fiber network consisting of the following:

- Underground Installation: Two (2) through (4) 0.75" HDPE SDR 11 conduits, including fiber optic cables of various sizes and access vaults as required
- Aerial Installation: One (1) 1/4" strand, attached with hardware as approved by the pole owner, with fiber optic cables of various sizes dual-lashed to the messenger

Details of the underground installations will be requested to the City via the permitting process. Licensee shall also have the ability to expand the scope of the network into new developed areas within the City with review and approval by the City.

This license shall include approximately 75 miles of underground construction and 7 miles of aerial installation. The underground construction shall be completed by horizontal directional drilling. The aerial installation shall be completed via application, approval, and attachment via Xcel Energy and Lumen and comply with all stated requirements. No incremental new poles will be added as part of this process.

Location of the Optical Line Terminal Cabinet:

For the purposes of aggregating traffic within the City, licensee shall install one (1) optical line terminal (OLT) cabinet. The OLT shall be located at the northeast corner of the intersection of Via Appia Way and Tyler Avenue. The final location shall be subject to review by the City and Xcel Energy power availability. The cabinet to be installed shall be as follows:

- Commscope CMC-21 Optical Line Terminal Cabinet, including a Nokia 7360 FX-8 and other associated Optical Equipment

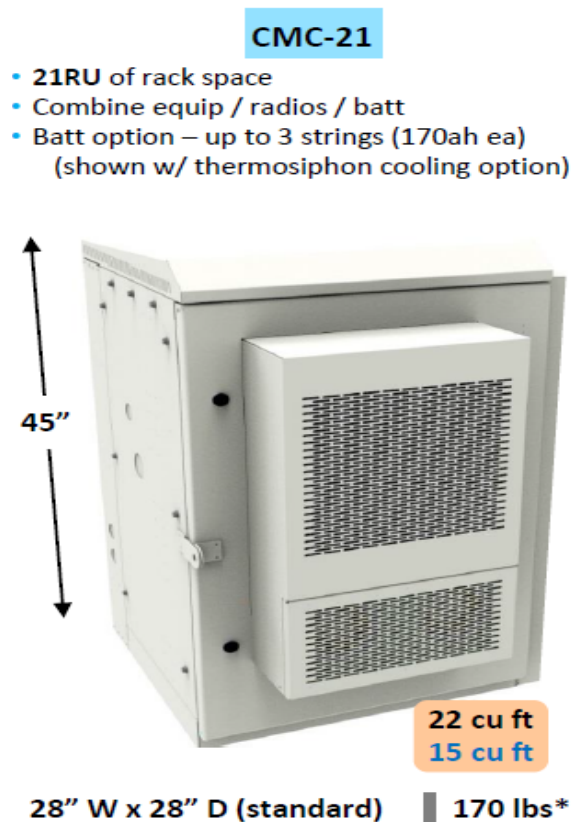


EXHIBIT B

This Exhibit to the License Agreement between the City of Louisville, a Colorado Municipal Corporation (the "City") and BIF IV Intrepid OpCo LLC (the "Licensee") is intended to define the construction, configuration, and operation of a dark fiber network (the "Network") connecting multiple locations within the City. All provisions of the Agreement shall apply to and survive this Exhibit unless otherwise specifically identified.

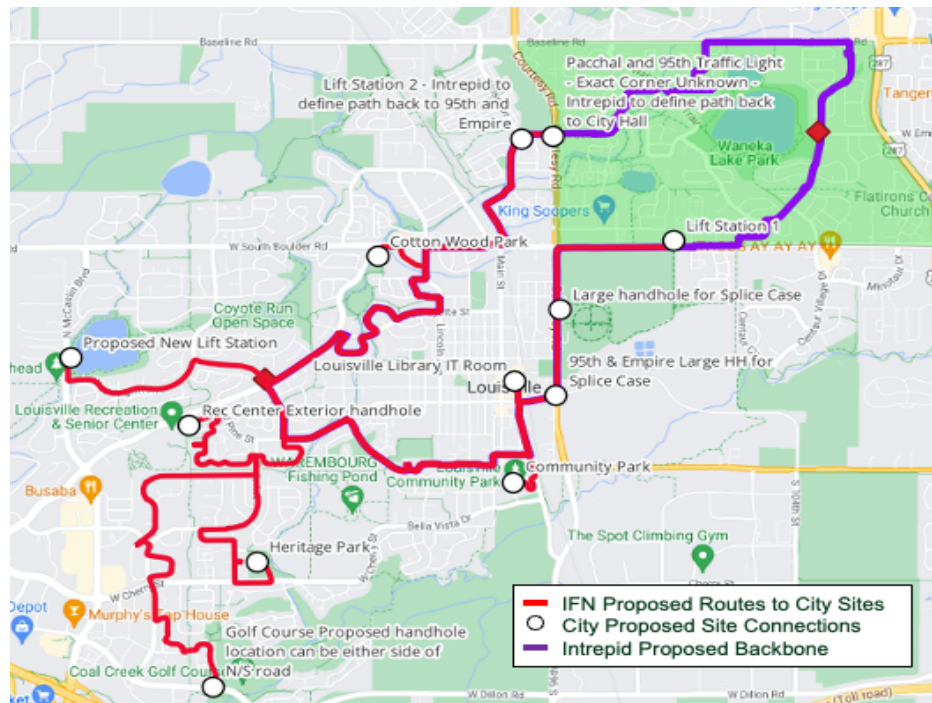
ARTICLE I – SCOPE OF SERVICES

The City's dark fiber network shall include connection to the following locations:

From	To	Description
Louisville Library	Lift Station 1	2" conduit
Golf Course Proposed HH	Rec Center Exterior HH	6 fibers
Louisville Library	Paschal & 95th	6 fibers
Louisville Library	Lift Station 2	6 fibers
Louisville Library	Cottonwood Park	6 fibers
Louisville Library	Heritage Park	6 fibers
Louisville Library	Proposed New Lift Station	6 fibers
Louisville Library	Community Park	6 fibers

All demarcation points of services shall be further defined in the Service Order and/or as-built drawings.

Network Map:



ARTICLE II – NETWORK MAINTENANCE

Licensee shall provide Routine Maintenance and Non-Routine Maintenance defined as follows:

- **Routine Maintenance:** Licensee agrees to take such actions as necessary to maintain the communication conduit and/or fiber optic cable in good and safe condition at all times, including subscription to the Colorado 811 system, locating of network facilities, and repair of damages to the network.
- **Non-Routine Maintenance:** Licensee shall perform troubleshooting and restoral of the network, including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events. City shall use commercially reasonable efforts to determine that any disruption in the functionality of the Dark Fiber Service is not on the City's side of the Demarcation Point. After verifying that the problem is not on City's side of the Demarcation Point, Customer may call Licensee toll-free on (844) 380-8090 or email info@intrepidfiber.com to open a Support Ticket.
- **Fiber Restoration:** Following receipt of City notification of support request, Licensee shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of acknowledging a Support Ticket, provided Licensee has all necessary access to the City location(s). In the event of a cable failure, Licensee shall use its best efforts to begin service restoration following identification of such failure as quickly as possible. Further, Licensee shall use commercially reasonable efforts to restore the functionality of the services as quickly as possible. During any outage, Licensee shall contact City on a regular basis, to update the status of restoration.
- **Relocation:** City acknowledges and agrees that, after the Activation Date, Licensee may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate the Segment(s) of the Licensee network. City shall work in good faith to minimize the impacts of relocations to the Licensee's network when such requests are originated by City.
- **As-Built:** Within thirty (30) days following the installation or relocation of any Facilities within the Premises, Licensee shall provide the City with detailed drawings showing the as-built location of such Facilities.

ARTICLE III – NETWORK MONITORING

Licensee shall provide Network Monitoring via Licensee's Network Operations Center ("NOC"). This NOC shall monitor its network and perform cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). As Licensee is not actively monitoring the dark fiber network, City shall provide notice to the Licensee of any potential outages or service impairments for review and attention by Licensee. City shall contact NOC Services at 877-252-2249 or mnoc-nar@list.nokia.com. Any changes to emergency contacts shall be provided by Licensee to City as they occur.

ARTICLE IV – COST OF SERVICES

Licensee agrees to Construct and Provision the Network at No Cost as Described in Article I, including:

- **Scope of Services:** Licensee agrees to provide the Network as Described in Article I to City at no cost.
- **No Charge:** Licensee acknowledges and agrees that there shall be no charge, fee, or cost associated with the construction and provisioning of these Services to City.
- **No Hidden Costs:** Licensee shall not impose any hidden fees, incidental charges, or additional costs on City in connection with the provision of the Services.



City of Louisville
City Council Follow-up

January 16, 2024





City Council Questions & Answers

Intrepid Investment Summary

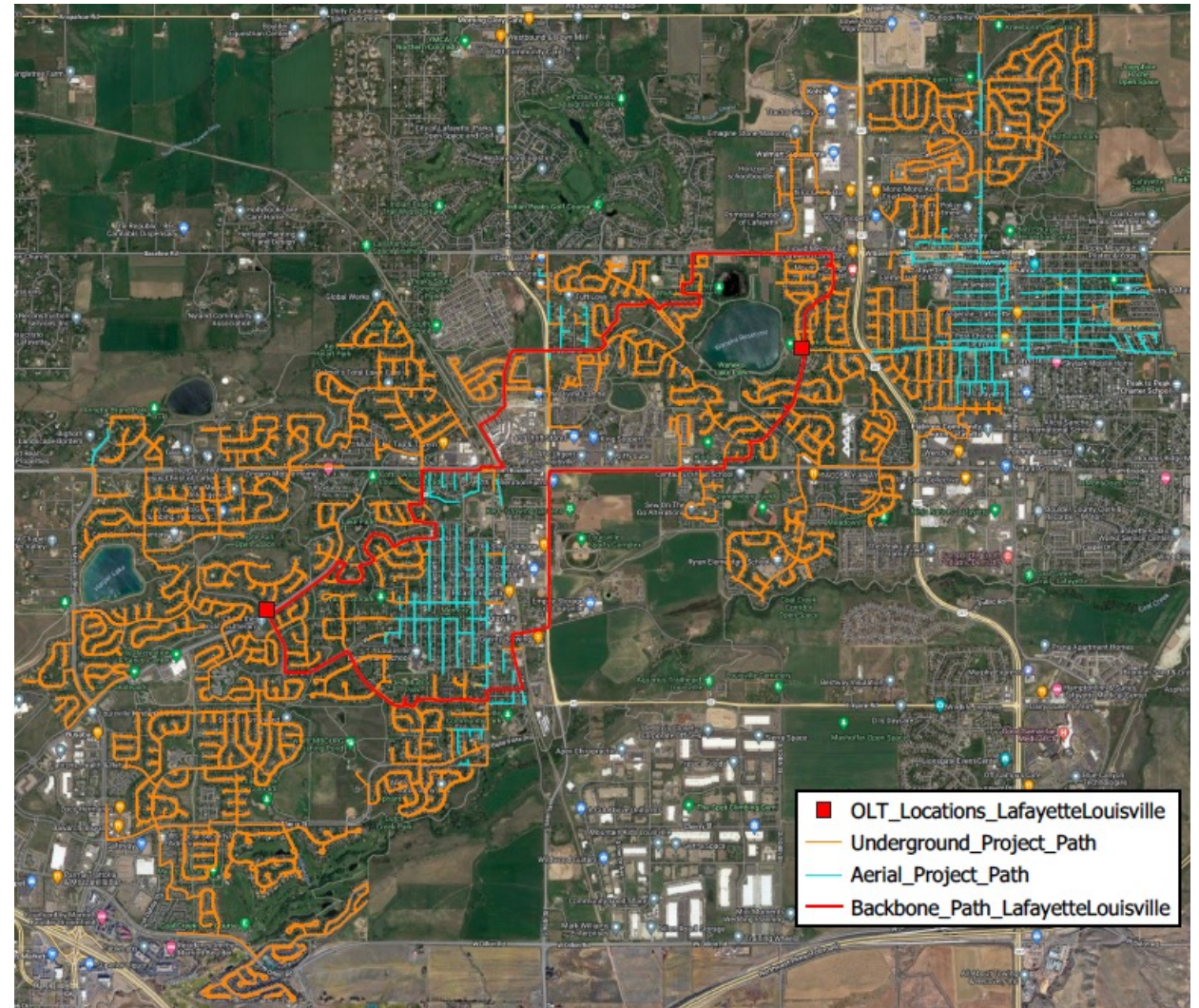
Network Statistics

- Municipalities: Louisville, CO
Lafayette, CO
- Underground: 683,345' / 129 miles (88%)
- Aerial: 89,733' / 17 miles (12%)
- Households: 14,021

Investment Statistics

- Investor: Brookfield Infrastructure
- Network Build: \$19.5M
- Installations: \$8.2M
- **Total: \$27.7M**

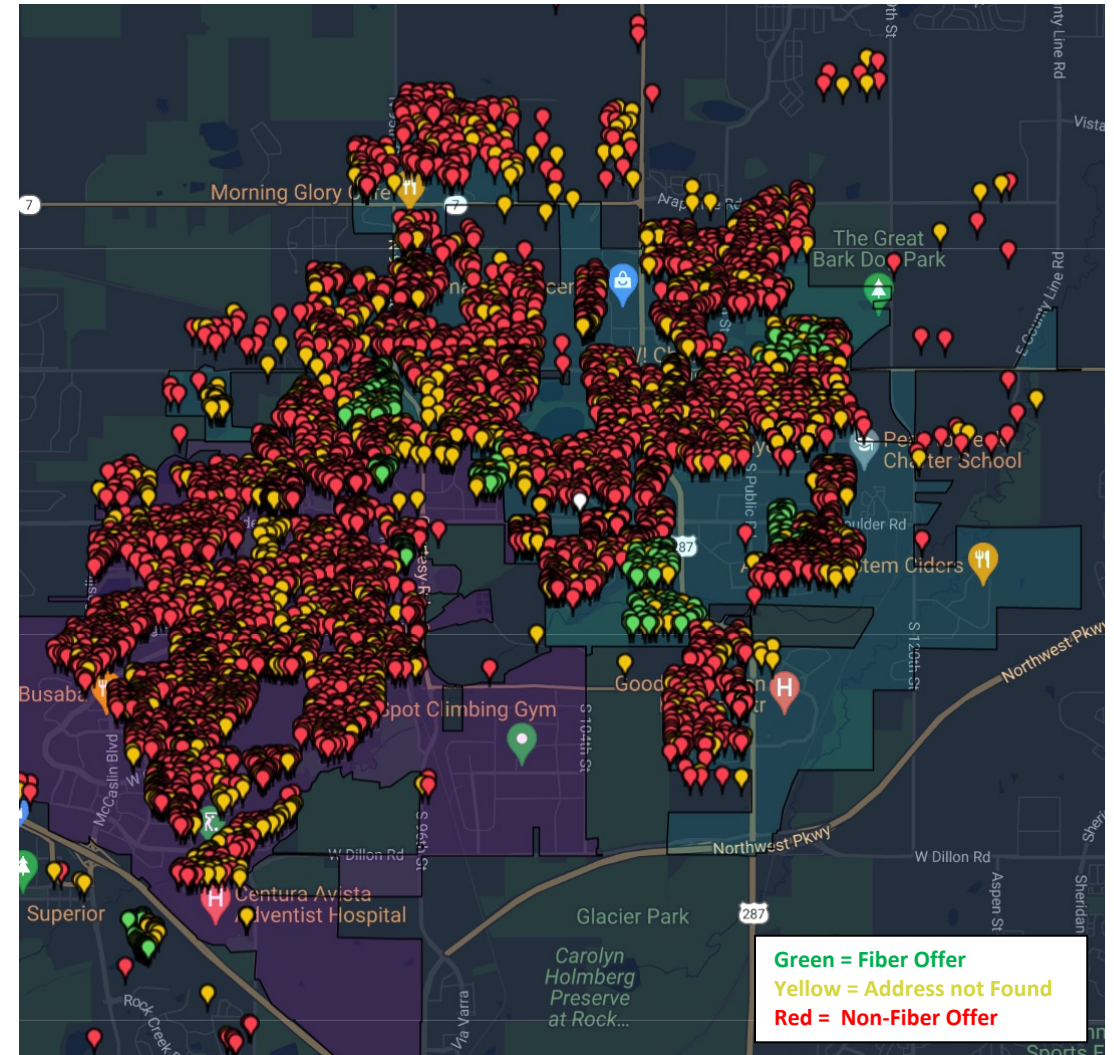
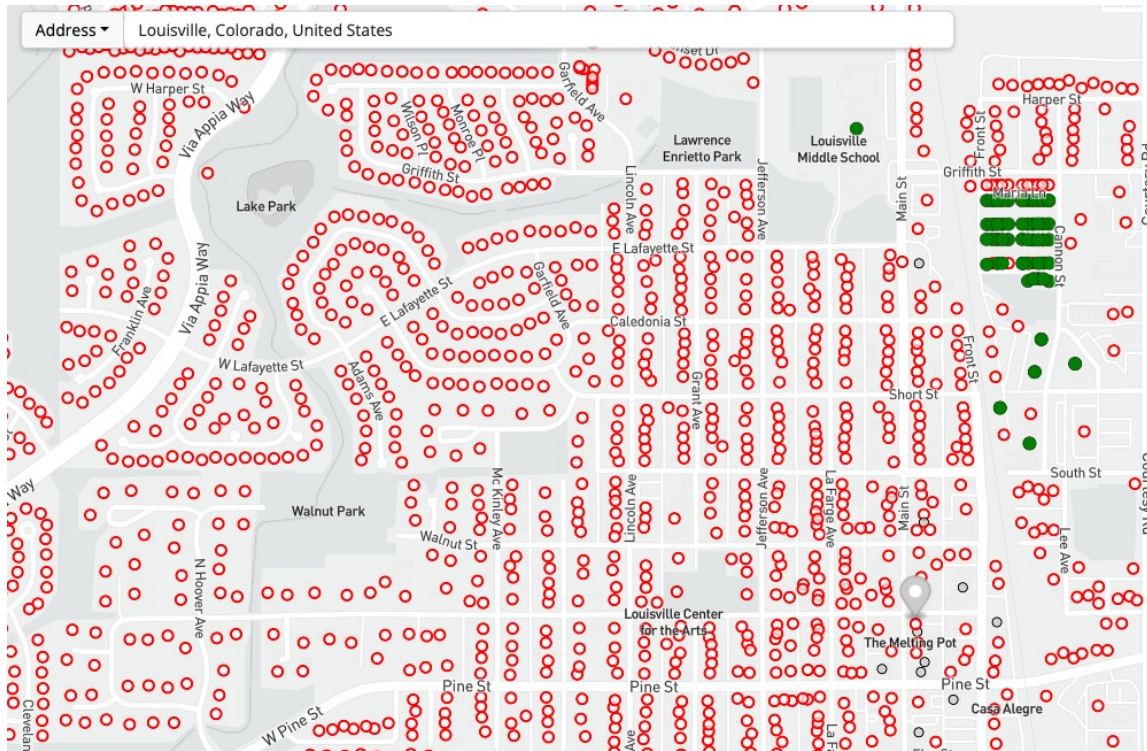
Savings to City of Louisville: \$250,000 – \$500,000



Why A Fiber Investment?

Competitive Dynamics

- Limited investment into FTTH technology
- FCC data suggests Louisville has little available fiber-based Internet offerings



Open Access Model

Open Access Explanation

- Intrepid Fiber Networks provides the underlying network to provide Internet services
- Internet Service Providers (ISPs) contract with Intrepid to offer Internet services
- Process for ISP offerings
 - Anchor ISP: T-Fiber
 - Future ISPs: TBD
 - Note: T-Fiber has an exclusivity from market launch
- Network Performance expectations
 - Network SLA / uptime: 99.9% availability
 - Speeds of service: (Via T-Fiber)
 - 500 Mbps up / down @ \$55 / mo
 - 1 Gbps up / down @ \$70 / mo
 - 2 Gbps up / down (coming soon)

Benefits to Communities

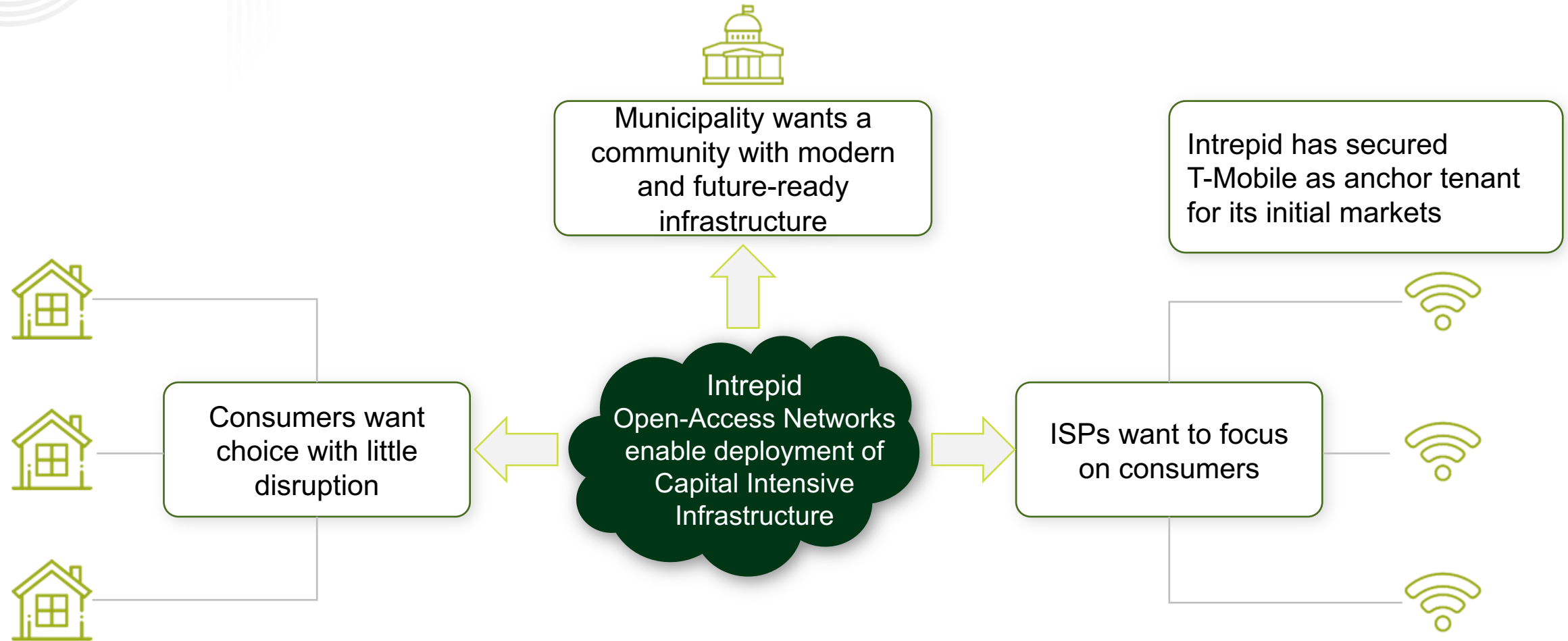
- Faster Deployment
- Lower overbuild potential by providing ISPs with an alternative to overbuilding
- Less intrusive construction
- Fully upgradeable
- Flexibility for consumers

Benefits to Customers

- Enhanced competition
- Increased service
- Cost efficiency
- Flexibility

Wholesale Open-Access Networks

Intrepid's business model aligns incentives for all parties



Other Questions

Additional Questions Asked by City Council

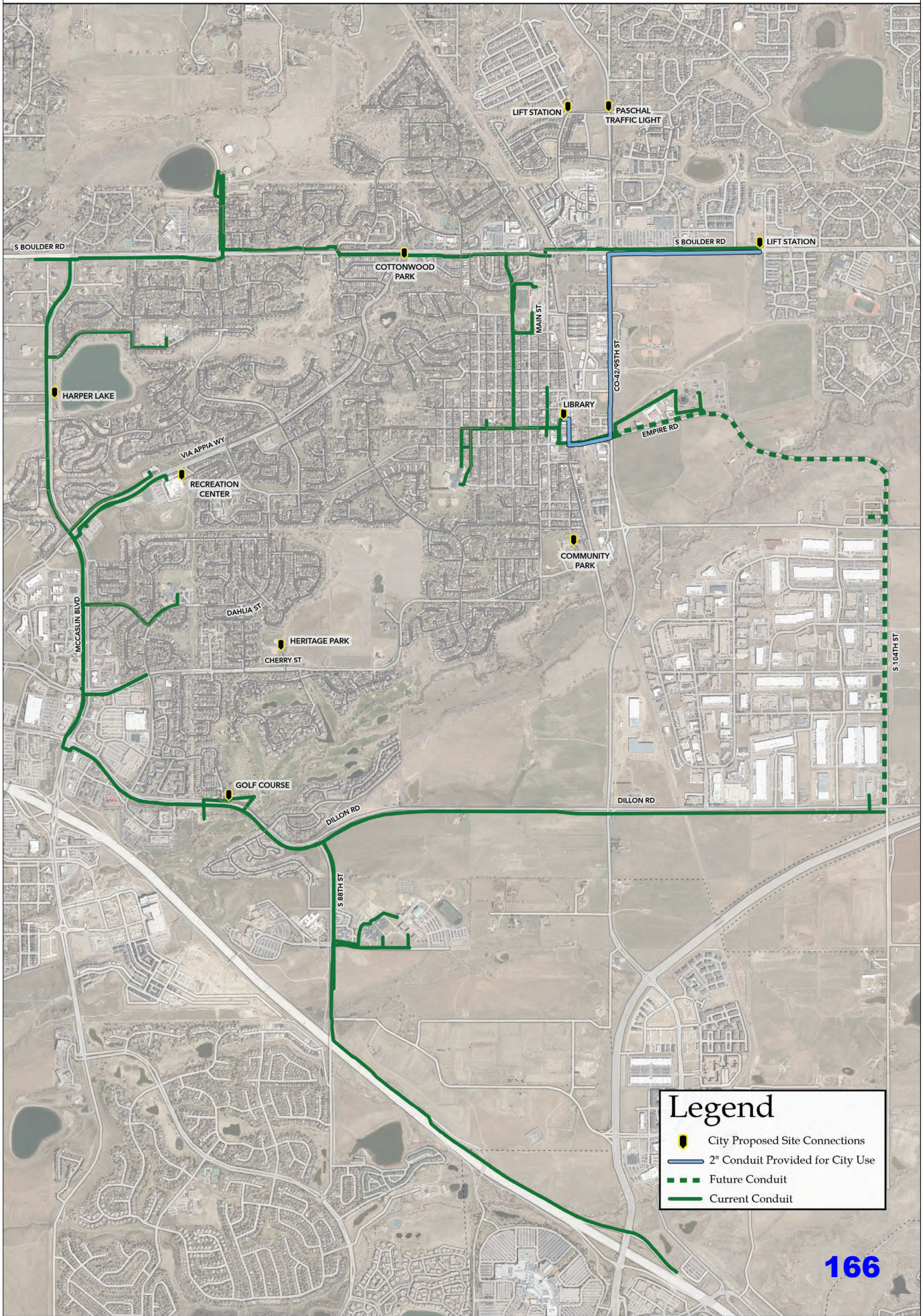
- Q: Can you prioritize construction in concert with rebuilt activity related to the Marshall Fire?
- A: Yes, Intrepid will work within the build schedule to parallel build activity in the fire damaged areas along with the necessary backbone connections necessary to aggregate customer traffic.
- Q: What level of control will the city and residents have over the network infrastructure and services?
- A: Intrepid will be the underlying owner of the network and abide by the provisions in the License Agreement. Residents will have access to services at or near their property line and order services from T-Fiber and future ISPs as construction is completed.
- Q: What security measures are in place to protect the network from cyber threats? How is customer data handled and what privacy safeguards are in place?
- A: Intrepid employs industry best practices to protect its systems and network infrastructure from unauthorized intrusion or attack. ISPs operating on the Intrepid infrastructure maintain the direct subscriber relationship, including the handling of billing and other personal information relating to the subscriber.
- Q: Are there potential regulatory challenges that the city should be aware of?
- A: Services that Intrepid and its ISPs are offering do not present a regulatory challenge.



Thank You

Conduit Lines

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of conduit lines.



Legend

- City Proposed Site Connections
- 2" Conduit Provided for City Use
- Future Conduit
- Current Conduit

Summary of Feedback about Intrepid Fiber from Neighboring Communities

The City of Louisville sought feedback from Northglenn, Pueblo, Littleton, and Westminster regarding their experience with Intrepid Fiber to assess the organization and the quality-of-service Intrepid Fiber provides. The following key points summarize the feedback received:

Organizations we contacted:

- Andrew Hayes – Pueblo Public Works Director
- Heather Geyer – Northglenn City Manager
- Scott Rogers – Littleton IT Director
- Lori Pinz – Pueblo IT Director
- David Guo – Westminster IT Director

The Summary was created from the following people:

- Andrew Hayes
- Scott Rogers
- Lori Pinz
- David Guo
- Scott Rogers

Conclusion:

- Feedback indicates that there have been challenges with Intrepid Fiber in neighboring communities; nevertheless, Intrepid Fiber has demonstrated a commitment to addressing these issues promptly and is devoted to delivering an optimal experience for both the community and its members.

Build out completed in other Colorado communities:

- Northglenn has built out 80%, and Pueblo has built out 25% while Littleton and Westminster have not started built out.

Community Interaction and Property Restoration:

- Concerns were raised about inadequate notification to residents prior to work being done on private properties.
- The city council received complaints about properties not being restored to their prior conditions after construction from sub-contractors in Pueblo and Northglenn and community members not being communicated with prior to work on their property.
 - In response to resident concerns, the City Council took the initiative to invite an Intrepid representative to address the issues raised during a council meeting.
 - Intrepid made a presentation at the 9/25/2023 meeting, the details of which are available in the provided PowerPoint presentation and video link. The Intrepid presentation starts about 4 minutes and 20 seconds into the meeting:
 - https://webdocs.northglenn.org/file/76562/packet/Intrepid_Presentation.pdf
 - <https://video.northglenn.org/council/2023-09-25>
 - At Pueblo the City Public Works Director was very satisfied with Intrepid and how Intrepid corrected the issues with the community.

Customer Service:

- Intrepid provided good customer service to the community.

Time for Buildout:

- This has been undetermined because none of the buildouts have been completed.

Community Satisfaction:

- While some residents have signed up for Intrepid's services, the overall satisfaction of the community remains uncertain due to the lack of buildout in those communities.

**SUBJECT: DISCUSSION/DIRECTION – REQUEST FOR CONSIDERATION
OF A CLOSURE OF PORTIONS OF MAIN STREET IN
DOWNTOWN LOUISVILLE**

DATE: JANUARY 16, 2024

PRESENTED BY: SAMMA FOX, DEPUTY CITY MANAGER

SUMMARY:

Staff received the attached request from Louisville’s Downtown Business Association (DBA) asking City Council to consider closing the 600 through 900 blocks of Main Street to non-emergency vehicular traffic from March to November 2024. The Louisville Revitalization Commission (LRC) also submitted a letter of support for this temporary closure. Staff requests direction from Council on whether or not to pursue exploring this request.

DISCUSSION:

In 2020, the City closed Main Street to vehicular traffic, block-by-block from Walnut Street to Elm Street. The closure began on June 10, 2020, and continued through December 4, 2020. The closure was a significant component of the City’s response to the COVID-19 pandemic and the restrictions this placed on small businesses, particularly restaurants. In 2021, the City again closed Main Street to vehicular traffic from April 26 to November 1. The 2021 closure included an emergency access lane down each closed block of Main Street in order to accommodate improved emergency access. In both instances, RTD rerouted the DASH bus from Main Street to LaFarge Avenue. Main Street was not closed at all in 2022 or 2023 following the elimination of indoor dining restrictions. In those years the outdoor patios in the parking spaces were brought back giving participating restaurants additional outdoor seating and service area.

If City Council directs staff to consider a potential closure, staff will return with additional information regarding impacts to various stakeholders, such as neighboring residents and businesses, as well as safety and transportation.

FISCAL IMPACT:

Any fiscal impact of the temporary closure of Main Street will be determined if City Council directs staff to pursue exploring this request.

PROGRAM/SUB-PROGRAM IMPACT:

The temporary closure of Main Street is related to the City’s goal to promote a thriving business climate that produces reliable revenue to support City services.

SUBJECT: TEMPORARY CLOSURE OF PORTIONS OF MAIN STREET

DATE: JANUARY 16, 2024

PAGE 2 OF 2

RECOMMENDATION:

Staff seeks City Council direction on the exploration of a temporary closure of portions of Main Street in 2024.

ATTACHMENTS:

1. Downtown Business Association (DBA) request for March to November 2024 closure of the 600 through 900 blocks of Main Street.
2. The Louisville Revitalization Commission Letter of Support to the DBA's request.

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

Meredyth Muth

From: Rick Kron <rickkronco@gmail.com>
Sent: Monday, December 11, 2023 5:06 PM
To: City Council
Cc: Eric Reed; Jenni Hlawatsch; Tom Horst; Stephanie Schlageter; Mark Oberholzer; Ashley O'Connell; Greg Reedy; Heather Bingaman; Jeff Durbin; Austin Brown; Alexis Adler; Eric Lund
Subject: DBA Request for March to November 2024 Closure of Main Street

Dear Mayor and Council:

The Downtown Business Association of Louisville ("DBA") requests that the City close the 600 through 900 blocks of Main Street to non-emergency vehicular traffic from March to November, 2024.

With the exception of the addition of the 900 Block, the DBA is requesting that the closure be similar to the closure that was done in 2021 (the second year of the prior closures), with areas on the street to be used for restaurant and business use, emergency vehicles, games and activities-particularly for children, events, and non-motorized transportation.

To help support this request, the DBA has recently conducted three surveys.

First, a survey of the restaurants on and near Main Street showed over 90% supporting the closure (with two non-respondents). Second, a survey of 190 present and former DBA members for which we had email addresses also showed over 90% support. Third, a survey specifically addressing the businesses in the 900 block, showed 100% support among those who responded. The latter survey is ongoing. Experience with the prior two closures showed extremely strong support from residents and visitors alike.

In the past, the City requested that the DBA not engage with RTD concerning bus service, reserving those discussions to itself. The DBA has no objections to the City taking this role again, hopefully with results that will satisfy residents on LaFarge Street. Signage also helped a number of the traffic issues, and we have several months to consider other solutions.

To date, the DBA has discussed the Main Street closure with the LRC, and urges the City to do so as well. Our discussions show LRC support, which may include financial support, to help prevent or alleviate blight because the closure is expected to assist with business retention and attraction, and (of course), help increase business in the urban renewal area. Members of the LRC have also expressed interest in exploring over-the-street lighting improvements in some or all of the closure area, similar to Larimer Street in Denver.

Peter Kageyama, in his book 'for THE LOVE of CITIES' emphasizes the need for healthy cities to be "fun." As he put it:

"Cities are not directly responsible for being fun. Certainly they play a huge role in facilitating fun, but ultimately fun comes from people who live in the community. The city may be a squelcher of that fun, or it can figure out how to nurture, support and maybe even amplify the fun being produced by its citizens.

"How can cities help? By recognizing that the city is a venue, a stage, a playground, a canvas, a meeting place, and a market, as well as more traditional definitions."

Louisville's past experience has demonstrated that closing Main Street to vehicular traffic amplifies all of these functions in Downtown—venue, stage, playground, canvas, meeting place, and market—in other words, the closure encourages residents, visitors, kids, and even the businesses, to gather and have fun.

In conclusion, the DBA requests that the City nurture, support, and amplify the fun next year by again temporarily closing Main Street.

Thank you for your continued support of Downtown!

Sincerely,

Board of Directors,
Downtown Business Association of Louisville, Inc.

By: Rick Kron
Its: President

And as a Louisville resident since 1987.

Sent from my iPad

==CAUTION: EXTERNAL EMAIL==

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

January 10, 2023

Louisville City Council
749 Main Street
Louisville, CO 80027



Louisville City Council;

The Louisville Revitalization Commission (LRC) encourages City Council to consider a temporary closure of Main Street to non-emergency traffic in 2024. The Louisville Downtown Business Association (DBA) recently shared with the LRC the results of three different surveys that it conducted regarding a temporary closure of Main Street to non-emergency traffic. Each of the three surveys indicated at least a 90% support rate for a temporary closure of Main Street.

As the Urban Renewal Authority within the City of Louisville, the LRC believes that temporarily closing Main Street would help support the goals of the Highway 42 Revitalization Area Urban Renewal Plan, which include reducing, eliminating and preventing the spread of blight within the Urban Renewal Area, and stimulating growth and reinvestment within the Area boundaries, on surrounding blocks and throughout downtown.

We encourage you to consider a temporary closure of Main Street to non-emergency traffic in 2024 as this action is anticipated to have a dramatic impact on the vitality of our downtown and its businesses.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lexi Adler".

Lexi Adler
Chair
Louisville Revitalization Commission
Louisville's Urban Renewal Authority

SUBJECT: DISCUSSION/DIRECTION – 2024 CITY OF LOUISVILLE
LEGISLATIVE AGENDA

DATE: JANUARY 16, 2024

PRESENTED BY: SAMMA FOX, DEPUTY CITY MANAGER

SUMMARY:

The legislative agenda serves as a guiding document for the City’s engagement in legislative affairs prior to and during the legislative session. The proposed legislative agenda reflects the City’s policy goals as well as local and regional policy issues of importance to the Louisville community. This is an opportunity for City Council to provide feedback on the draft agenda, which is planned to be brought forward for adoption on February 6th. Once approved, staff will format and circulate the document to our legislative delegation members.

FISCAL IMPACT:

There is no fiscal impact related to this item.

PROGRAM/SUB-PROGRAM IMPACT:

One objective of the Governance & Administration Sub-Program is to provide governance based on a thorough understanding of the community’s diverse interests executed through clear and effective policy direction.

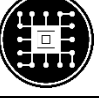
RECOMMENDATION:

Staff requests that the City Council provide feedback on the 2024 Legislative Agenda.

ATTACHMENT(S):

1. 2024 Legislative Agenda

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☒	 Collaborative Regional Partner

2024 City of Louisville Legislative Agenda

Community Recovery and Resiliency

The Marshall Fire served as a sobering reminder that all communities in Colorado, regardless of socioeconomic status, must be prepared for climate disasters at all times. While the City continues to recover from the Marshall Fire, the community is working together to increase resilience and preparedness for the next disaster. Ongoing state action and investment is needed in order to mitigate future disasters and ensure our communities are prepared when disaster strikes. The front-end investment in community resiliency will reduce the state, local, and federal costs of the severe climate disasters we are experiencing today.

Positions:

- The City supports the taskforce to explore a statewide minimum building code for wildfire risk reduction that addresses the expansion of the wildland urban interface into the plains areas, consider suburban community building patterns, and establish a minimum standard that can be applied across various environments and exceeded based on specific geographic needs.
- The City supports increased wildfire mitigation funding for local communities in the plains areas to establish and maintain risk reduction measures on public lands.
- The City of Louisville supports insurance reform that helps residents be better prepared and able to recover from climate disasters, while promoting the homeowners', renter's, and landlord's roles and responsibility in securing insurance coverage. Examples of desired insurance reform include legislation that:
 - Reduces system-wide underinsurance
 - Improves the transparency of the coverage gap that a private property owner or renter has with their existing policy
 - Eliminates the practice of insurance companies requiring contents itemization in total losses to receive the contents' coverage stated in a policy
 - Supports regulating the loss ratio for property and casualty insurance so that premiums paid go to cover losses and do not become excessive
 - Supports exploration of reinsurance for disaster impacts
 - Addresses insurance availability to ensure community members have access to insurance
 - Supports the exploration of public insurance to address availability

CDPHE should establish standards for acceptable levels of contaminants in water systems, soils, homes, businesses and schools. Without these standards there is no FEMA reimbursement opportunity or insurance standards for coverage

Home Rule/Local Control

The City supports local control and municipal government home rule authority. In most cases, local problems are best addressed at the local level and the current authority and powers of municipal governments such as land use, zoning, personnel matters, sales tax, etc. should not be diminished. However, certain issues require statewide and multi-jurisdictional response, which are best addressed through early and meaningful engagement and collaboration with local municipalities.

Positions:

- The City urges state officials to respect Colorado's tradition of local control and allow municipal officials to address local problems at the local level.
- The City generally opposes state legislation that creates unfunded mandates on local municipalities without state funding or other sources of revenue. Unfunded mandates shift the cost burden of state mandates onto local governments, limiting a municipality's ability to provide locally identified government services.

- The City supports liquor and marijuana licensing that allows for local decision-making and collaboration between local and state licensing entities, including but not limited to local opt-in provisions for any new permitting or licensing requirements.
- The City supports maintaining local government authority to regulate oil and gas development at the local level, and the establishment of state rules and regulations that reflect such authority.
- The City supports legislation that provides local governments with additional flexibility, resources, and/or guidance in meeting the challenges of ensuring technology and digital resources are fully accessible.

Tax and Finance Policy

The City supports a fair and consistent state tax policy that preserves and expands the authority of local governments and opposes state exemptions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources.

Positions:

- The City supports fiscally responsible government spending, but believes it is important to address the layers of constraints on state and local government budgets resulting from the Taxpayer's Bill of Rights (TABOR).
- The City supports equitable sharing with municipalities of existing and future state revenues derived from state-collected, locally shared revenues, such as the Cigarette/Tobacco/Vaping Tax, Highway Users Tax Fund, Lottery funds, and Marijuana tax funds.
- With the repeal of the Gallagher Amendment and new tax cuts and exemptions, the City believes it is critical to maintain ongoing residential and commercial property taxes to preserve public service revenues to the state, local governments, fire districts, schools, health providers, and others dependent on property taxes to deliver essential services.

Municipal Administrative Services

The City's administrative services help ensure a high-performing government, including the effective and efficient use of taxpayer funds in providing City services. This includes information technology, human resources, records management, elections, and general government administration. The City supports efforts to ensure that these services can be delivered in a transparent and cost-effective manner.

Positions:

- The City supports increased funding and resources to elevate cyber-security prevention, response, and recovery/rebuilding when attacks occur.
- The City has implemented accessibility measures that assist persons with disabilities in accessing City information and services, as required by HB21-1110. The City supports accessible digital communications but opposes unfunded mandates on local governments without reasonable opportunity to remediate complaints.
- The City supports the exploration of an accessible database to facilitate information and data sharing between the state and municipal courts.

Public Health and Safety

The City supports law enforcement and municipal court policies that ensure public health and safety, thereby improving the quality of life in partnership with the community.

Positions:

- The City supports state-level actions to address gun violence. While regional and local legislation can be effective in reducing gun violence, state action is needed to improve safety and regulatory consistency across jurisdictions.
- The City supports access to quality and affordable healthcare for residents and businesses across Colorado.
- The City supports continued efforts to improve municipal court and law enforcement practices and further refinement of such changes to ensure that victims are adequately protected.
- The City supports statewide efforts to expand mental/behavioral health services, reduce barriers to care, and provide funding to support such initiatives. This includes additional assistance for law enforcement to address community-wide mental health impacts, and mitigate the costs for healthcare and mental health services for persons in custody.
- The City opposes legislation that would prohibit the use of red light cameras and speed radar.

Energy/Environment

The City supports legislation to address climate change by improving energy efficiency, increasing the use of cost-effective renewable energy, and reducing greenhouse gas emissions and dependence on fossil fuels while maintaining the reliability and resilience of energy delivery and local control.

Positions:

- The City supports the state's plan to reduce greenhouse gas emissions through reduced energy consumption, increased use of clean energy and transitioning away from fossil fuels.
- The City supports statewide policies that reduce overall energy demand and consumption, while preserving and expanding local governments' ability to reach their sustainability and climate action goals.
- The City supports the preservation of air quality, renewable energy production and emission reductions through legislative, administrative, and regulatory actions.
- The City supports state efforts to reduce noise impacts and air pollution associated with local metropolitan airport activities.

Transportation

Colorado's transportation infrastructure, which connects our communities and facilitates the movement of people and goods, is essential to the economic vitality of our state and necessary to maintain the high quality of life enjoyed by Coloradans. Appropriate investments in transportation, as one of the largest sectors of greenhouse gas emissions, also further the City's energy and environment goals.

Positions:

- The City supports ongoing state and federal funding sources for transportation projects, such as the CO 42 corridor and South Boulder Road, that provide funding for the maintenance of existing infrastructure, multimodal improvements, and other investments that reduce greenhouse gas emissions.
- The City supports regulation and investments that accelerate transportation electrification and other innovative transportation technologies that reduce emissions and congestion.
- The City supports investments that enhance safe and convenient multimodal transportation, including Complete Streets which increase transportation options, improve mobility, and reduce congestion and greenhouse gas emissions, and Vision Zero strategies which improve safety. The City also supports funding for the design and construction of pedestrian underpasses, which achieve many of the goals of Complete Streets and Vision Zero programs.
- The City supports funding for the construction and operation of the Northwest Rail line and the Front Range Passenger Rail to expand multi-modal transportation in the northwest metro region. The City also

supports ensuring rail services along this line include stops in Louisville, supporting the much-delayed obligation of RTD for transit investment in our community.

- The City supports full restoration of transit services that were reduced or cut by the Regional Transportation District (RTD) during the COVID pandemic.
- The City opposes efforts to divest state-owned roads to municipalities without adequate short and long-term funding to meet additional maintenance and operational responsibilities.

Utilities, Telecommunications and Broadband

The City supports policies that protect Colorado's natural resources and allow the City to maintain facilities efficiently, allowing for reasonable and equitable rates while maintaining optimal quality. The City also supports the local authority to manage all matters related to local telecommunications policy, cable franchising, wireless communication facilities, broadband deployment, public safety communications, rights-of-way management and government access channels.

Positions:

- The City supports the inventorying and protection of water rights, including the protection of municipal water.
- The City supports appropriate water conservation efforts and sustainable water resource management practices by all users.
- The City supports efforts to improve water quality through compliance with state and federal regulations.
- The City supports state policy for consumer protections of utility customers, including broadband customers.
- The City opposes state and federal efforts that complicate deployment of small cell and other wireless infrastructure and create unfunded mandates on local governments and supports federal and state actions removing these preemptions of local control.
- The City supports state efforts to determine the most effective ways to distribute federal funding to promote broadband deployment and equity in the availability and accessibility of broadband services to all Coloradans.
- The City supports state policy and funding to improve public safety telecommunications.
- The City supports the clarification that franchise fees do not include in-kind franchise obligations and supports the repeal of FCC action that creates these limitations on local franchising authority.

Land Use, Development and Revitalization, Housing

The City has a long-standing commitment to managed growth. The City believes strongly that local control and land use planning enhance our ability to meet the goals/mission of the City Comprehensive Plan and improve the overall quality of life. In addition, the City is working to redevelop and revitalize certain areas within the community, and appropriate urban renewal tools must be preserved to support these efforts.

Positions:

- The City supports policies and investments that improve the coordination of land use and transportation, and regional cooperation in land use planning and economic development activities.
- The City supports increased local government funding for the statewide expansion of affordable housing.
- The City supports increased local government and community engagement and impact analysis around the expansion and development of airports.

- The City supports enhancements to Colorado Urban Renewal law that do not unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.
- The City supports legislation that encourages and facilitates historic preservation and rehabilitation.

DRAFT

**SUBJECT: DISCUSSION/DIRECTION – MUNICIPAL CAMPAIGN FINANCE
REGULATIONS**

DATE: JANUARY 16, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

In 2023, the Colorado Legislature passed HB 1245 which made changes to the requirements under the Fair Campaign Practices Act for Municipal Elections. The changes took place on January 1 of this year and include the following:

- Established contribution limits for municipal office:
 - maximum of \$400 in aggregate contributions from an individual to any one City Council candidate;
 - maximum of \$4000 in aggregate from a small donor committee to any one City Council candidate
- Established new filing dates for campaign finance disclosure reports
- Changed the retention requirements for campaign finance reports from one year to ten years
- Requires municipalities to post campaign finance reports on their websites

As a home rule municipality the City has the option of adopting its own fair campaign election regulations. Given this change to the State rules, staff believes this is a good time for the Council to consider if it wants to continue to apply the statutory rules or create rules specific to Louisville.

If Council would like to consider local rules, staff has suggestions for disclosure filing dates and the retention length for campaign reports. Councilmembers would need to determine if it wants to address contribution limits and if yes, what those limits would be.

Staff is requesting Council discuss the option of adopting local campaign finance regulations. If Council is interested in adopting local rules, please give direction for staff to come back with an ordinance for consideration. Should Council want to move forward with local rules, the Clerk's Office will bring an ordinance back no later than Q2 so that it is clear what regulations are in effect for the 2024 election season which begins in August.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

Discussion/direction

ATTACHMENT(S):

1. House Bill 23-1245

STRATEGIC PLAN IMPACT:

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

An Act

HOUSE BILL 23-1245

BY REPRESENTATIVE(S) Parenti and Willford, Bacon, Bird, Brown, deGruy Kennedy, Epps, Froelich, Gonzales-Gutierrez, Jodeh, Joseph, Lindsay, Mabrey, Snyder, Story, Weissman, Woodrow, English, Velasco; also SENATOR(S) Priola and Rodriguez, Coleman, Exum, Fields, Gonzales, Hansen, Jaquez Lewis, Moreno, Mullica.

CONCERNING REQUIREMENTS UNDER THE "FAIR CAMPAIGN PRACTICES ACT"
FOR MUNICIPAL ELECTIONS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 1-45-103.7, **add** (1.9) as follows:

1-45-103.7. Contribution limits - county offices - school district director - municipal office - treatment of independent expenditure committees - contributions from limited liability companies - voter instructions on spending limits - definitions. (1.9) (a) (I) THE MAXIMUM AMOUNT OF AGGREGATE CONTRIBUTIONS THAT ANY ONE PERSON, INCLUDING A POLITICAL PARTY, AND EXCLUDING A SMALL DONOR COMMITTEE, MAY MAKE TO A CANDIDATE COMMITTEE OF A CANDIDATE FOR A MUNICIPAL OFFICE, AND THAT A CANDIDATE COMMITTEE FOR SUCH A CANDIDATE MAY

ACCEPT FROM ANY ONE SUCH PERSON PER ELECTION IS FOUR HUNDRED DOLLARS.

(II) THE MAXIMUM AMOUNT OF AGGREGATE CONTRIBUTIONS THAT ANY ONE SMALL DONOR COMMITTEE MAY MAKE TO A CANDIDATE COMMITTEE OF A CANDIDATE FOR A MUNICIPAL OFFICE AND THAT A CANDIDATE COMMITTEE FOR SUCH A CANDIDATE MAY ACCEPT FROM ANY ONE SMALL DONOR COMMITTEE PER ELECTION IS FOUR THOUSAND DOLLARS.

(III) THE REQUIREMENTS OF SECTIONS 1-45-108 AND 1-45-109, AS APPROPRIATE, APPLY TO ANY CONTRIBUTION MADE OR RECEIVED FOR ANY ELECTION THAT IS SUBJECT TO SUBSECTION (1.9)(a)(I) OR (1.9)(a)(II) OF THIS SECTION.

(b) AS USED IN THIS SUBSECTION (1.9), "MUNICIPAL OFFICE" MEANS THE MAYOR, THE BOARD OF TRUSTEES, A MEMBER OF CITY COUNCIL, AND ANY OTHER ELECTED MUNICIPAL OFFICER.

SECTION 2. In Colorado Revised Statutes, 1-45-108, **amend** (2)(a)(II); and **add** (2)(a)(II.5) as follows:

1-45-108. Disclosure - definitions - repeal. (2) (a) (II) Such reports that are required to be filed with the municipal clerk FOR MUNICIPALITIES WITH A POPULATION OF LESS THAN ONE THOUSAND and such reports required to be filed pursuant to section 1-45-109 (1)(a)(II) and (1)(c) must be filed on the twenty-first day and on the Friday before and thirty-five days after the primary election, where applicable, and the major election in election years and annually in off-election years on the first day of the month in which the anniversary of the major election occurs.

(II.5) SUCH REPORTS THAT ARE REQUIRED TO BE FILED WITH THE MUNICIPAL CLERK FOR MUNICIPALITIES THAT HAVE A POPULATION OF ONE THOUSAND OR MORE MUST BE FILED NO LATER THAN SIXTY DAYS, THIRTY DAYS, AND FIFTEEN DAYS BEFORE, AND THIRTY DAYS AFTER THE MAJOR ELECTION IN ELECTION YEARS AND ANNUALLY IN OFF-ELECTION YEARS ON THE FIRST DAY OF THE MONTH IN WHICH THE ANNIVERSARY OF THE MAJOR ELECTION OCCURS; EXCEPT THAT, FOR A RUNOFF ELECTION REPORTS MUST BE FILED NO LATER THAN FIFTEEN DAYS BEFORE AND FIFTEEN DAYS AFTER THE RUNOFF ELECTION.

SECTION 3. In Colorado Revised Statutes, 1-45-109, **amend** (1)(b) as follows:

1-45-109. Filing - where to file - timeliness. (1) For the purpose of meeting the filing and reporting requirements of this article 45:

(b) Candidates in municipal elections, their candidate committees, any political committee in support of or in opposition to such candidate, an issue committee supporting or opposing a municipal ballot issue, and small donor committees making contributions to such candidates shall file with the municipal clerk. AN INDEPENDENT EXPENDITURE COMMITTEE THAT MAKES EXPENDITURES IN CONNECTION WITH A MUNICIPAL ELECTION SHALL FILE WITH THE MUNICIPAL CLERK.

SECTION 4. In Colorado Revised Statutes, 1-45-112, **amend** (1)(b); and **add** (1)(c.5) as follows:

1-45-112. Duties of municipal clerk. (1) The municipal clerk shall:

(b) Keep a copy of any report or statement required to be filed by this article for a period of ~~one year~~ TEN YEARS from the date of filing. In the case of candidates who were elected, those candidate's reports and filings shall be kept for ~~one year~~ SIX YEARS after the candidate leaves office.

(c.5) MAKE PUBLICLY AVAILABLE WITHOUT CHARGE ON A WEBSITE, OR FOR IN-PERSON INSPECTION, ANY REPORTS, DISCLOSURES, OR STATEMENTS THAT ARE FILED PURSUANT TO THIS ARTICLE 45 AND ARE SUBJECT TO THE RETENTION REQUIREMENTS SET FORTH IN SUBSECTION (1)(b) OF THIS SECTION. FOR AN INDIVIDUAL WHO SUBMITS AN OPEN RECORDS REQUEST INVOLVING SUCH REPORTS, DISCLOSURES, OR STATEMENTS, IF PRINTOUTS OR PHOTOGRAPHS RELATING TO SUCH AN OPEN RECORDS REQUEST ARE REQUESTED, THE MUNICIPAL CLERK MAY CHARGE APPROPRIATE FEES.

SECTION 5. Act subject to petition - effective date - applicability. (1) This act takes effect January 1, 2024; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people

at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

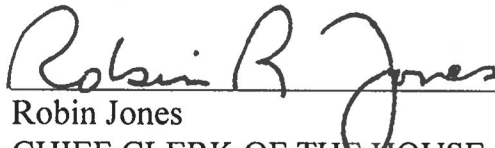
(2) This act applies to any municipal election held on or after the effective date of this act.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE

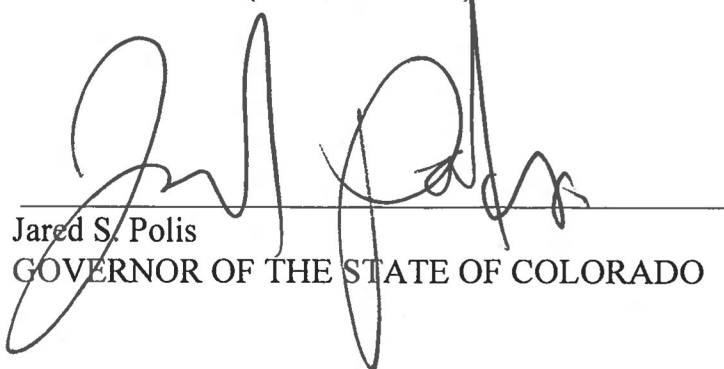


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED June 7, 2023 at 3:05 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO