

City Council

Agenda

TUESDAY, JANUARY 8, 2013
City Hall, Council Chambers
749 Main Street
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

It is requested that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such 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 December 28, 2012 Minutes

C. Award 2013 Landscape Maintenance Services Contract to Schultz Industries

D. Approval of Design-Build SCADA Replacement Project Phase 2

E. Approval of Resolution No. 1, Series 2013 – A Resolution Approving an Intergovernmental Agreement for City Membership in the EAGLE-Net Alliance

F. Approval of Designation of Places for Posting of Notices of Public Meetings

G. Approval of Professional Services Agreement with RNL Design, Inc. for the City Services Facility

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

A. PRESENTATION – ADAM FELS, LOUISVILLE MIDDLE SCHOOL

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

B. DESIGNATING 1036 WALNUT STREET A HISTORIC LANDMARK – Public Hearing (advertised *Daily Camera* 8/31/12) (continued from 11/20/12, 12/4/12 & 12/18/12)

1. RESOLUTION NO. 76, SERIES 2012 – A RESOLUTION DESIGNATING THE GUENZI HOUSE LOCATED AT 1036 WALNUT STREET A HISTORIC LANDMARK

2. RESOLUTION NO. 76, SERIES 2012 A RESOLUTION DENYING HISTORIC LANDMARK STATUS TO A HOUSE AT 1036 WALNUT STREET

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

C. RESOLUTION NO. 2, SERIES 2013 – A RESOLUTION DESIGNATING THE BUTCHER/JONES HOUSE LOCATED AT 1013 JEFFERSON AVENUE A HISTORIC LANDMARK – Public Hearing (advertised *Daily Camera* 11/30/12)

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

- D. RESOLUTION NO. 3, SERIES 2013 – A RESOLUTION DESIGNATING THE LOUISVILLE GRAIN ELEVATOR LOCATED AT 540 COUNTY ROAD A HISTORIC LANDMARK – Public Hearing (advertised *Daily Camera* 12/2/12)**
City Attorney Introduction
Mayor Opens Public Hearing
Staff Presentation
Public Comments (Please limit to three minutes each)
Council Questions & Comments
Additional Public Comments
Action
- E. RESOLUTION NO. 4, SERIES 2013 – A RESOLUTION APPROVING AN AMENDMENT TO THE PARBOIS PLACE PLANNED UNIT DEVELOPMENT (PUD) TO SEPARATE THE CONTINGENCY STOPPING THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR UNITS 9 AND 10 IN BUILDING 4, LOT 4 PRIOR TO THE DEMOLITION OF THE EASTERN MOST HOME ON LOT 3**
Staff Presentation
Public Comments (Please limit to three minutes each)
Council Questions & Comments
Action
- F. APPROVING AN AMENDMENT TO A FINAL SUBDIVISION PLAT AND FINAL PLANNED UNIT DEVELOPMENT TO ALLOW FOR STEEL RANCH MARKETPLACE – A COMMERCIAL/RETAIL DEVELOPMENT (*applicant requests a continuance to 2/5/13*)**
Staff Presentation
Public Comments (Please limit to three minutes each)
Council Questions & Comments
Action
- G. DISTRIBUTION OF 2013 OPEN GOVERNMENT PAMPHLET**
Action
- 9. CITY ATTORNEY’S REPORT**
- 10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS**
- 11. ADJOURNMENT**

City of Louisville
Cash Disbursement Edit List

Batch: 81300 Period: 12/13/12

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|--|------------------------------|--------------------------------|------------------------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD | | | Control Disbursement Account | | | | | | |
| 13640-1 | CHILD SUPPORT ENFORCE OFFICE | | | | | | | | |
| | 120712 | EMPLOYEE GARNISHMENT PP#25 | 12/07/12 | 01/06/13 | 12/07/12 | 255.23 | 0.00 | 255.23 | 255.23 |
| 1115-1 | COLONIAL INSURANCE | | | | | | | | |
| | 1201125 | #9711888 DEC 12 EMPLOYEE PREM | 12/03/12 | 01/02/13 | 12/03/12 | 80.30 | 0.00 | 80.30 | 80.30 |
| 11298-1 | DELTA DENTAL OF COLORADO | | | | | | | | |
| | DELTA0113 | #007562-0000 JAN 13 EMPL PREM | 12/12/12 | 01/11/13 | 12/12/12 | 11,089.06 | 0.00 | 11,089.06 | 11,089.06 |
| 13727-1 | HOV SERVICES | | | | | | | | |
| | 34415CONSVR | MICROFILM PRINTER MAINTENANCE | 12/10/12 | 01/09/13 | 12/10/12 | 1,258.62 | 0.00 | 1,258.62 | 1,258.62 |
| 13444-1 | JANICE H HOFFMAN | | | | | | | | |
| | 120312 | INCENTIVE GRANT 1131 JEFFERSON | 12/03/12 | 01/02/13 | 12/03/12 | 10,860.00 | 0.00 | 10,860.00 | 10,860.00 |
| 8002-1 | KINSCO LLC | | | | | | | | |
| | 4996 | BALLISTIC VEST FITZGIBBONS | 11/18/11 | 12/18/11 | 11/18/11 | 757.00 | 0.00 | 757.00 | 757.00 |
| 22 | JIM KOCHENOUR | | | | | | | | |
| | 121012 | RPL DAMAGED GRAVE FLAG HOLDER | 12/10/12 | 01/09/13 | 12/10/12 | 42.90 | 0.00 | 42.90 | 42.90 |
| 2555-1 | RICKY BLACKNEY | | | | | | | | |
| | 120212 | COMPUTER LOAN | 12/02/12 | 01/01/13 | 12/02/12 | 1,999.00 | 0.00 | 1,999.00 | 1,999.00 |
| 55 | WADE BRANSTETTER | | | | | | | | |
| | U:00000831 | 15002/135077602: UTILITY REFUN | 12/10/12 | 12/10/12 | 12/10/12 | 14.01 | 0.00 | 14.01 | |
| | U:00000831 | 15002/135077602: UTILITY REFUN | 12/10/12 | 12/10/12 | 12/10/12 | 16.34 | 0.00 | 16.34 | |
| | U:00000831 | 15002/135077602: UTILITY REFUN | 12/10/12 | 12/10/12 | 12/10/12 | 4.67 | 0.00 | 4.67 | |
| | U:00000831 | 15002/135077602: UTILITY REFUN | 12/10/12 | 12/10/12 | 12/10/12 | 14.01 | 0.00 | 14.01 | 49.03 |
| BANK TOTAL PAYMENTS | | | | | | 26,391.14 | 0.00 | 26,391.14 | 26,391.14 |
| GRAND TOTAL PAYMENTS | | | | | | 26,391.14 | 0.00 | 26,391.14 | 26,391.14 |

City of Louisville
Cash Disbursement Edit List

Batch: 81372 Period: 12/20/12

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|--|-------------------------------|--------------------------------|------------------------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD | | | Control Disbursement Account | | | | | | |
| 10365-1 | AIR CARE COLORADO | | | | | | | | |
| | 121012 | EMISSION TESTS AUCTION VEH | 12/10/12 | 01/09/13 | 12/10/12 | 200.00 | 0.00 | 200.00 | |
| | 121012 | EMISSION TESTS AUCTION VEH | 12/10/12 | 01/09/13 | 12/10/12 | 25.00 | 0.00 | 25.00 | |
| | 121012 | EMISSION TESTS AUCTION VEH | 12/10/12 | 01/09/13 | 12/10/12 | 25.00 | 0.00 | 25.00 | 250.00 |
| 13730-1 | KELLY NICHOL | | | | | | | | |
| | 122012 | EXPENSE REPORT 12/17-12/18/12 | 12/20/12 | 01/19/13 | 12/20/12 | 82.36 | 0.00 | 82.36 | 82.36 |
| 3075-1 | LAURA LOBATO | | | | | | | | |
| | 1216TR | TUITION REIMBURSEMENT | 11/29/12 | 12/29/12 | 11/29/12 | 300.00 | 0.00 | 300.00 | 300.00 |
| 2132-1 | MEREDYTH MUTH | | | | | | | | |
| | 121812 | EXPENSE REPORT 10/17-12/18/12 | 12/18/12 | 01/17/13 | 12/18/12 | 135.53 | 0.00 | 135.53 | 135.53 |
| 1131-1 | MINES AND ASSOCIATES PC | | | | | | | | |
| | 010113-58 | JAN 13 EAP PREMIUMS | 01/01/12 | 01/31/12 | 01/01/12 | 402.96 | 0.00 | 402.96 | 402.96 |
| 4 | MILGARD MANUFACTURING INC | | | | | | | | |
| | 121712 | REFUND DUPLICATE SALES TAX LIC | 12/17/12 | 01/16/13 | 12/17/12 | 25.00 | 0.00 | 25.00 | 25.00 |
| 13419-1 | ROADSAFE TRAFFIC SYSTEMS CORP | | | | | | | | |
| | SI10122596 | THERMO TRAILER RENTAL | 08/22/12 | 09/21/12 | 08/22/12 | 1,575.00 | 0.00 | 1,575.00 | 1,575.00 |
| 55 | BOULDER CREEK BUILDER | | | | | | | | |
| | U!00000832 | 17682/462022320: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 6.43 | 0.00 | 6.43 | |
| | U!00000832 | 17682/462022320: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 7.49 | 0.00 | 7.49 | |
| | U!00000832 | 17682/462022320: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 2.14 | 0.00 | 2.14 | |
| | U!00000832 | 17682/462022320: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 6.43 | 0.00 | 6.43 | 22.49 |
| 55 | BOULDER CREEK BUILDERS | | | | | | | | |
| | U!00000833 | 17688/462022140: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 4.75 | 0.00 | 4.75 | |
| | U!00000833 | 17688/462022140: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 5.54 | 0.00 | 5.54 | |
| | U!00000833 | 17688/462022140: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 1.58 | 0.00 | 1.58 | |
| | U!00000833 | 17688/462022140: UTILITY REFUN | 12/13/12 | 12/13/12 | 12/13/12 | 4.75 | 0.00 | 4.75 | 16.62 |
| 55 | KIM ALEXANDER | | | | | | | | |
| | U!00000835 | 13330/273736572: UTILITY REFUN | 12/18/12 | 12/18/12 | 12/18/12 | 35.25 | 0.00 | 35.25 | |
| | U!00000835 | 13330/273736572: UTILITY REFUN | 12/18/12 | 12/18/12 | 12/18/12 | 41.13 | 0.00 | 41.13 | |
| | U!00000835 | 13330/273736572: UTILITY REFUN | 12/18/12 | 12/18/12 | 12/18/12 | 11.75 | 0.00 | 11.75 | 88.13 |
| 55 | DECKER STAHR PROPERTY | | | | | | | | |
| | U!00000836 | 11319/145038611: UTILITY REFUN | 12/19/12 | 12/19/12 | 12/19/12 | 16.94 | 0.00 | 16.94 | |
| | U!00000836 | 11319/145038611: UTILITY REFUN | 12/19/12 | 12/19/12 | 12/19/12 | 19.76 | 0.00 | 19.76 | |
| | U!00000836 | 11319/145038611: UTILITY REFUN | 12/19/12 | 12/19/12 | 12/19/12 | 5.65 | 0.00 | 5.65 | 42.35 |
| 11094-1 | WESTERN DISPOSAL SERVICES | | | | | | | | |
| | 120112CITY | NOV 12 CITY TRASH SERVICE | 12/01/12 | 12/31/12 | 12/01/12 | 1,263.50 | 0.00 | 1,263.50 | |
| | 120112CITY | NOV 12 CITY TRASH SERVICE | 12/01/12 | 12/31/12 | 12/01/12 | 97.75 | 0.00 | 97.75 | |
| | 120112CITY | NOV 12 CITY TRASH SERVICE | 12/01/12 | 12/31/12 | 12/01/12 | 150.75 | 0.00 | 150.75 | |
| | 120112RES | NOV 12 RESIDENTIAL TRASH SERV | 12/01/12 | 12/31/12 | 12/01/12 | 92,911.66 | 0.00 | 92,911.66 | 94,423.66 |

City of Louisville
Cash Disbursement Edit List

Batch: 81372 Period: 12/20/12

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|----------------------|-----------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| 3875-1 | XCEL ENERGY | | | | | | | | |
| | 350146546 | NOV 12 GROUP ENERGY | 12/10/12 | 01/09/13 | 12/10/12 | 24,963.91 | 0.00 | 24,963.91 | |
| | 350146546 | NOV 12 GROUP ENERGY | 12/10/12 | 01/09/13 | 12/10/12 | 8.00 | 0.00 | 8.00 | |
| | 350146546 | NOV 12 GROUP ENERGY | 12/10/12 | 01/09/13 | 12/10/12 | 8,197.63 | 0.00 | 8,197.63 | |
| | 350146546 | NOV 12 GROUP ENERGY | 12/10/12 | 01/09/13 | 12/10/12 | 15,523.62 | 0.00 | 15,523.62 | 48,693.16 |
| 11371-1 | XCEL ENERGY | | | | | | | | |
| | 349215433 | NOV 12 TRAFFIC LIGHTS | 12/03/12 | 01/02/13 | 12/03/12 | 1,250.12 | 0.00 | 1,250.12 | |
| | 349215750 | NOV 12 STREET LIGHTS | 12/03/12 | 01/02/13 | 12/03/12 | 36,466.36 | 0.00 | 36,466.36 | |
| | 349217459 | NOV 12 FLASHERS | 12/03/12 | 01/02/13 | 12/03/12 | 5.97 | 0.00 | 5.97 | 37,722.45 |
| | | | | | | ----- | ----- | ----- | ----- |
| | BANK TOTAL PAYMENTS | | | | | 183,779.71 | 0.00 | 183,779.71 | 183,779.71 |
| | | | | | | ----- | ----- | ----- | ----- |
| | GRAND TOTAL PAYMENTS | | | | | 183,779.71 | 0.00 | 183,779.71 | 183,779.71 |

City of Louisville
Cash Disbursement Edit List

Batch: 81421 Period: 12/27/12

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|--|--------------------------------------|--------------------------------|------------------------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD | | | Control Disbursement Account | | | | | | |
| 6455-1 | KAISER PERMANENTE 0014757707 | 05920-01-16 JAN 13 EMPL PREM | 12/12/12 | 01/11/13 | 12/12/12 | 113,273.84 | 0.00 | 113,273.84 | 113,273.84 |
| 4 | SOUNDS TRUE 121812 | REFUND OVERPAYMENT SALES TAX | 12/18/12 | 01/17/13 | 12/18/12 | 423.00 | 0.00 | 423.00 | 423.00 |
| 12207-1 | NOTHNAGLE PLUMBING & HEATING 4939 | WATER HEATER REPLACEMENT MSP | 10/18/12 | 11/17/12 | 10/18/12 | 3,144.00 | 0.00 | 3,144.00 | 3,144.00 |
| 13676-1 | ROBERT L QUALLS 121712 | PRESERVATION GRANT 1005 LAFARG | 12/17/12 | 01/16/13 | 12/17/12 | 14,133.15 | 0.00 | 14,133.15 | 14,133.15 |
| 12680-1 | SEAN MCCARTNEY 1219TR | TUITION REIMBURSEMENT | 12/16/12 | 01/15/13 | 12/16/12 | 319.96 | 0.00 | 319.96 | 319.96 |
| 55 | Tom Bennett U!00000837 | 14692/145015101: UTILITY REFUN | 12/21/12 | 12/21/12 | 12/21/12 | 24.19 | 0.00 | 24.19 | |
| | U!00000837 | 14692/145015101: UTILITY REFUN | 12/21/12 | 12/21/12 | 12/21/12 | 28.22 | 0.00 | 28.22 | |
| | U!00000837 | 14692/145015101: UTILITY REFUN | 12/21/12 | 12/21/12 | 12/21/12 | 8.06 | 0.00 | 8.06 | |
| | U!00000837 | 14692/145015101: UTILITY REFUN | 12/21/12 | 12/21/12 | 12/21/12 | 24.19 | 0.00 | 24.19 | 84.66 |
| BANK TOTAL PAYMENTS | | | | | | 131,378.61 | 0.00 | 131,378.61 | 131,378.61 |
| GRAND TOTAL PAYMENTS | | | | | | 131,378.61 | 0.00 | 131,378.61 | 131,378.61 |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|-------------------------------------|-------------------------------|----------------------------------|-------------|------------------|------------------------------|--------------------|-------------------|-----------------|
| FOR BANK ACCOUNT: | | | 4 FIRST NATIONAL BANK OF COLORAD | | | Control Disbursement Account | | | |
| 4630-1 | 3M COMPANY | | | | | | | | |
| | UM11315 | RECEIPT PAPER | 12/20/12 | 01/19/13 | 12/20/12 | 290.54 | 0.00 | 290.54 | 290.54 |
| 12838-1 | ACCOUNTEMPS | | | | | | | | |
| | 36909679 | TEMP FINANCE | 12/11/12 | 01/10/13 | 12/11/12 | 1,947.19 | 0.00 | 1,947.19 | |
| | 36957569 | TEMP FINANCE | 12/18/12 | 01/17/13 | 12/18/12 | 1,364.78 | 0.00 | 1,364.78 | 3,311.97 |
| 5369-1 | ACCUTEST MOUNTAIN STATES INC | | | | | | | | |
| | DY-32608 | LAB ANALYSIS FEES | 11/29/12 | 12/29/12 | 11/29/12 | 22.00 | 0.00 | 22.00 | |
| | DZ-32998 | LAB ANALYSIS FEES | 12/11/12 | 01/10/13 | 12/11/12 | 114.00 | 0.00 | 114.00 | |
| | DZ-33033 | LAB ANALYSIS FEES | 12/12/12 | 01/11/13 | 12/12/12 | 339.00 | 0.00 | 339.00 | |
| | DZ-33283 | LAB ANALYSIS FEES | 12/19/12 | 01/18/13 | 12/19/12 | 386.00 | 0.00 | 386.00 | |
| | DZ-33334 | LAB ANALYSIS FEES | 12/19/12 | 01/18/13 | 12/19/12 | 302.00 | 0.00 | 302.00 | 1,163.00 |
| 13569-1 | AIRIUS LLC | | | | | | | | |
| | 4398 | THERMAL EQUALIZERS | 12/19/12 | 01/18/13 | 12/19/12 | 1,380.00 | 0.00 | 1,380.00 | 1,380.00 |
| 1006-1 | ALL CURRENT ELECTRIC INC | | | | | | | | |
| | 2780 | RELOCATE POWER/DATA CH | 12/21/12 | 01/20/13 | 12/21/12 | 380.93 | 0.00 | 380.93 | |
| | 2782 | INSTALL LIGHT/OUTLET HR KIOSK | 12/21/12 | 01/20/13 | 12/21/12 | 154.09 | 0.00 | 154.09 | |
| | 2783 | RELOCATE LIGHTS CH | 12/21/12 | 01/20/13 | 12/21/12 | 423.19 | 0.00 | 423.19 | 958.21 |
| 9891-1 | AMBIANCE | | | | | | | | |
| | 10008 | DEC 12 PLANT MAINT | 12/10/12 | 01/09/13 | 12/10/12 | 295.00 | 0.00 | 295.00 | 295.00 |
| 12162-1 | ANALYTICA GROUP | | | | | | | | |
| | 042637 | SOC TESTING NWTP | 12/14/12 | 01/13/13 | 12/14/12 | 1,356.00 | 0.00 | 1,356.00 | |
| | 142331 | LAB ANALYSIS FEES | 11/21/12 | 12/21/12 | 11/21/12 | 43.00 | 0.00 | 43.00 | |
| | 142396 | LAB ANALYSIS FEES | 11/21/12 | 12/21/12 | 11/21/12 | 43.00 | 0.00 | 43.00 | |
| | 142532 | LAB ANALYSIS FEES | 11/28/12 | 12/28/12 | 11/28/12 | 43.00 | 0.00 | 43.00 | |
| | 142891 | COLIFORM BACTERIA TESTING | 12/12/12 | 01/11/13 | 12/12/12 | 126.00 | 0.00 | 126.00 | |
| | 142892 | QUARTERLY CHLORITE TESTING | 12/14/12 | 01/13/13 | 12/14/12 | 360.00 | 0.00 | 360.00 | |
| | 143066 | SOC TESTING SWTP | 12/14/12 | 01/13/13 | 12/14/12 | 1,356.00 | 0.00 | 1,356.00 | |
| | 143070 | COLIFORM BACTERIA TESTING | 12/19/12 | 01/18/13 | 12/19/12 | 126.00 | 0.00 | 126.00 | 3,453.00 |
| 12150-1 | ANIMAL AND PEST CONTROL SPECIALISTS | | | | | | | | |
| | 25969 | PRAIRIE DOG MANAGEMENT | 11/30/12 | 12/30/12 | 11/30/12 | 1,400.00 | 0.00 | 1,400.00 | 1,400.00 |
| 13724-1 | APPLEONE EMPLOYMENT SERVICES | | | | | | | | |
| | 01-2665194 | TEMP CMO EXEC ASSISTANT | 12/12/12 | 01/11/13 | 12/12/12 | 1,579.21 | 0.00 | 1,579.21 | |
| | 01-2685061 | TEMP CMO EXEC ASSISTANT | 12/19/12 | 01/18/13 | 12/19/12 | 1,089.46 | 0.00 | 1,089.46 | 2,668.67 |
| 13680-1 | ASCO SERVICES INC | | | | | | | | |
| | 810905 | EMERGENCY GENERATOR CONTROL | 12/18/12 | 01/17/13 | 12/18/12 | 5,600.00 | 0.00 | 5,600.00 | 5,600.00 |
| 480-1 | AV-TECH ELECTRONICS INC | | | | | | | | |
| | 0050766-IN | PARTS UNIT 3425 | 12/07/12 | 01/06/13 | 12/07/12 | 89.99 | 0.00 | 89.99 | |
| | 0050767-IN | PARTS UNIT 3422 | 12/07/12 | 01/06/13 | 12/07/12 | 89.99 | 0.00 | 89.99 | 179.98 |
| 13621-1 | BOLDER STAFFING INC | | | | | | | | |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|--------------------------------|-----------------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| | 35999 | TEMP IT/OPS ADMIN | 12/13/12 | 01/12/13 | 12/13/12 | 1,857.30 | 0.00 | 1,857.30 | |
| | 35999 | TEMP IT/OPS ADMIN | 12/13/12 | 01/12/13 | 12/13/12 | 288.00 | 0.00 | 288.00 | |
| | 36089 | TEMP IT/OPS ADMIN | 12/20/12 | 01/19/13 | 12/20/12 | 2,129.63 | 0.00 | 2,129.63 | |
| | 36089 | TEMP IT/OPS ADMIN | 12/20/12 | 01/19/13 | 12/20/12 | 288.00 | 0.00 | 288.00 | |
| | 36172 | TEMP IT/OPS ADMIN | 12/27/12 | 01/26/13 | 12/27/12 | 2,085.60 | 0.00 | 2,085.60 | |
| | 36172 | TEMP IT/OPS ADMIN | 12/27/12 | 01/26/13 | 12/27/12 | 302.40 | 0.00 | 302.40 | 6,950.93 |
| 935-1 | CENTENNIAL PRINTING CO | | | | | | | | |
| | 52341 | WINTER NEWSLETTER PRINTING | 11/27/12 | 12/27/12 | 11/27/12 | 4,100.00 | 0.00 | 4,100.00 | 4,100.00 |
| 10773-1 | CENTRIC ELEVATOR CORP | | | | | | | | |
| | 221253 | DEC 12 ELEVATOR MAINT PD | 12/01/12 | 12/31/12 | 12/01/12 | 226.93 | 0.00 | 226.93 | |
| | 221254 | DEC 12 ELEVATOR MAINT LIB | 12/01/12 | 12/31/12 | 12/01/12 | 422.90 | 0.00 | 422.90 | |
| | 221255 | DEC 12 ELEVATOR MAINT LRC | 12/01/12 | 12/31/12 | 12/01/12 | 249.16 | 0.00 | 249.16 | |
| | 221256 | DEC 12 ELEVATOR MAINT CH | 12/01/12 | 12/31/12 | 12/01/12 | 252.70 | 0.00 | 252.70 | 1,151.69 |
| 980-1 | CENTURY CHEVROLET INC | | | | | | | | |
| | 354539 | PIPE/HOSE UNIT 5337 | 12/10/12 | 01/09/13 | 12/10/12 | 66.00 | 0.00 | 66.00 | |
| | 354662 | RETAINER UNIT 5337 | 12/12/12 | 01/11/13 | 12/12/12 | 5.78 | 0.00 | 5.78 | |
| | 354716 | PIPE UNIT 2149 | 12/31/12 | 01/30/13 | 12/31/12 | 391.40 | 0.00 | 391.40 | |
| | 354906 | SPEAKER UNIT 3203 | 12/17/12 | 01/16/13 | 12/17/12 | 31.78 | 0.00 | 31.78 | |
| | 354944 | SHIELD UNIT 5331 | 12/19/12 | 01/18/13 | 12/19/12 | 35.97 | 0.00 | 35.97 | 530.93 |
| 10495-1 | CENTURYLINK | | | | | | | | |
| | 12339 | QWEST FRAME RELAY SWITCH | 12/04/12 | 01/03/13 | 12/04/12 | 130.93 | 0.00 | 130.93 | 130.93 |
| 825-1 | CH DIAGNOSTIC & CONSULTING INC | | | | | | | | |
| | 20120600 | YEARLY PARTICULATE ANALYSIS | 11/21/12 | 12/21/12 | 11/21/12 | 1,180.00 | 0.00 | 1,180.00 | |
| | 20120625 | QUARTERLY TESTING RAW WATER | 12/05/12 | 01/04/13 | 12/05/12 | 1,185.00 | 0.00 | 1,185.00 | 2,365.00 |
| 1005-1 | CHEMATOX LABORATORY INC | | | | | | | | |
| | 6729 | DUI BLOOD TESTS | 12/10/12 | 01/09/13 | 12/10/12 | 35.00 | 0.00 | 35.00 | 35.00 |
| 4785-1 | CINTAS CORPORATION #66 | | | | | | | | |
| | 066563006 | UNIFORM SERVICE WWTP | 12/10/12 | 01/09/13 | 12/10/12 | 36.91 | 0.00 | 36.91 | |
| | 066567152 | UNIFORM SERVICE WWTP | 12/17/12 | 01/16/13 | 12/17/12 | 36.91 | 0.00 | 36.91 | |
| | 066567155 | UNIFORM RENTAL WTP | 12/17/12 | 01/16/13 | 12/17/12 | 151.34 | 0.00 | 151.34 | |
| | 066571397 | UNIFORM SERVICE WWTP | 12/24/12 | 01/23/13 | 12/24/12 | 36.91 | 0.00 | 36.91 | |
| | 066571400 | UNIFORM RENTAL WTP | 12/24/12 | 01/23/13 | 12/24/12 | 113.94 | 0.00 | 113.94 | |
| | 066575451 | UNIFORM SERVICE WWTP | 12/31/12 | 01/30/13 | 12/31/12 | 36.91 | 0.00 | 36.91 | |
| | 066575454 | UNIFORM RENTAL WTP | 12/31/12 | 01/30/13 | 12/31/12 | 89.94 | 0.00 | 89.94 | 502.86 |
| 4025-1 | CINTAS FIRST AID AND SAFETY | | | | | | | | |
| | 390633600 | FIRST AID SUPPLIES | 12/21/12 | 01/20/13 | 12/21/12 | 30.23 | 0.00 | 30.23 | |
| | 390633600 | FIRST AID SUPPLIES | 12/21/12 | 01/20/13 | 12/21/12 | 68.72 | 0.00 | 68.72 | 98.95 |
| 11508-1 | CITRON WORK SPACES | | | | | | | | |
| | 9506 | OFFICE FURNITURE CH ADMIN | 12/03/12 | 01/02/13 | 12/03/12 | 1,460.61 | 0.00 | 1,460.61 | 1,460.61 |
| 11467-1 | CLEAR CREEK CONSULTANTS INC | | | | | | | | |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|---------------------------------|--------------------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| | 1370 | COAL CREEK STATION MONITORING | 12/04/12 | 01/03/13 | 12/04/12 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 |
| 6448-1 | COLO WASTEWATER UTILITY COUNCIL | | | | | | | | |
| | 010412 | 2011/2012 MEMBERSHIP DUES | 01/04/12 | 02/03/12 | 01/04/12 | 1,150.00 | 0.00 | 1,150.00 | 1,150.00 |
| 10916-1 | COLORADO CODE CONSULTING LLC | | | | | | | | |
| | 4505 | PLAN REVIEW | 12/13/12 | 01/12/13 | 12/13/12 | 8,500.00 | 0.00 | 8,500.00 | 8,500.00 |
| 9873-1 | COLORADO DEPT OF PUBLIC SAFETY | | | | | | | | |
| | A130500348 | CIVIL ID | 12/07/12 | 01/06/13 | 12/07/12 | 39.50 | 0.00 | 39.50 | 39.50 |
| 1290-1 | COLORADO STATE UNIVERSITY | | | | | | | | |
| | EQL:2051 | LAB ANALYSIS FEES | 12/21/12 | 01/20/13 | 12/21/12 | 290.00 | 0.00 | 290.00 | |
| | EQL:2052 | LAB ANALYSIS FEES | 12/21/12 | 01/20/13 | 12/21/12 | 320.00 | 0.00 | 320.00 | 610.00 |
| 11169-1 | COMMERCIAL FITNESS SOLUTIONS | | | | | | | | |
| | 4763 | NAUTILUS K2 CLIMBER | 12/05/12 | 01/04/13 | 12/05/12 | 5,331.00 | 0.00 | 5,331.00 | 5,331.00 |
| 13370-1 | CRIBARI LAW FIRM, PC | | | | | | | | |
| | 121912 | PROSECUTING ATTORNEY | 12/19/12 | 01/18/13 | 12/19/12 | 1,837.50 | 0.00 | 1,837.50 | 1,837.50 |
| 13731-1 | CUTTING EDGE TREE CARE | | | | | | | | |
| | 121312 | WINTER PRUNING ART CENTER | 12/13/12 | 01/12/13 | 12/13/12 | 1,300.00 | 0.00 | 1,300.00 | 1,300.00 |
| 1570-1 | DANA KEPNER COMPANY INC | | | | | | | | |
| | 1368866-00 | METER PARTS NWTP | 12/10/12 | 01/09/13 | 12/10/12 | 2,438.20 | 0.00 | 2,438.20 | |
| | 1369360-00 | COPPER TUBING PARBOIS LINE | 12/10/12 | 01/09/13 | 12/10/12 | 490.00 | 0.00 | 490.00 | 2,928.20 |
| 13392-1 | DESIGN MECHANICAL INC | | | | | | | | |
| | 4046150 | HVAC MAINTENANCE LIB | 12/01/12 | 12/31/12 | 12/01/12 | 487.00 | 0.00 | 487.00 | |
| | 4046340 | HVAC SERVICE LIB | 12/13/12 | 01/12/13 | 12/13/12 | 291.00 | 0.00 | 291.00 | |
| | 4046341 | HVAC SERVICE LIB | 12/13/12 | 01/12/13 | 12/13/12 | 73.50 | 0.00 | 73.50 | 851.50 |
| 1505-1 | DPC INDUSTRIES INC | | | | | | | | |
| | 737004977-12 | CHLORINE CYLINDER SWTP | 12/11/12 | 01/10/13 | 12/11/12 | 886.00 | 0.00 | 886.00 | 886.00 |
| 11214-1 | DUTKO GRAYLING | | | | | | | | |
| | INV0239429 | DEC 12 PROFESSIONAL SERVICES | 12/02/12 | 01/01/13 | 12/02/12 | 4,375.00 | 0.00 | 4,375.00 | 4,375.00 |
| 2004-1 | EDWIN D STONER | | | | | | | | |
| | 121812 | SITE IMPROVEMENT PERMIT | 12/18/12 | 01/17/13 | 12/18/12 | 680.00 | 0.00 | 680.00 | 680.00 |
| 13220-1 | ENERGY MANAGEMENT CORPORATION | | | | | | | | |
| | 35067 | TROUBLESHOOT GENERATOR POWER | 11/27/12 | 12/27/12 | 11/27/12 | 386.40 | 0.00 | 386.40 | |
| | 35477 | TROUBLESHOOT RAS PUMP 2 | 12/17/12 | 01/16/13 | 12/17/12 | 235.93 | 0.00 | 235.93 | 622.33 |
| 6258-1 | ENVIROTECH SERVICES INC | | | | | | | | |
| | CD201302562 | ICE SLICER | 12/11/12 | 01/10/13 | 12/11/12 | 2,314.61 | 0.00 | 2,314.61 | |
| | CD201302563 | ICE SLICER | 12/11/12 | 01/10/13 | 12/11/12 | 2,316.51 | 0.00 | 2,316.51 | 4,631.12 |
| 8076-1 | EXTREME CARE LLC | | | | | | | | |
| | 72916 | NOV 12 FITNESS EQUIPMENT MAINT | 11/30/12 | 12/30/12 | 11/30/12 | 1,005.16 | 0.00 | 1,005.16 | 1,005.16 |
| 5455-1 | FRONT RANGE FIRE APPARATUS | | | | | | | | |
| | 43847 | FIRE HOSES | 12/19/12 | 01/18/13 | 12/19/12 | 696.00 | 0.00 | 696.00 | 696.00 |
| 13098-1 | G4S SECURE SOLUTIONS INC | | | | | | | | |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|-------------------------------|--------------------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| | 6422691 | BAILIFF SERVICES 12/3/12 | 12/09/12 | 01/08/13 | 12/09/12 | 104.00 | 0.00 | 104.00 | |
| | 6436560 | BAILIFF SERVICES 12/17/12 | 12/23/12 | 01/22/13 | 12/23/12 | 104.00 | 0.00 | 104.00 | 208.00 |
| 10722-1 | GALE | | | | | | | | |
| | 98095350 | ADULT BOOKS AND MEDIA | 12/18/12 | 01/17/13 | 12/18/12 | 23.99 | 0.00 | 23.99 | |
| | 98125695 | REFERENCE BOOKS AND MEDIA | 12/21/12 | 01/20/13 | 12/21/12 | 1,518.58 | 0.00 | 1,518.58 | 1,542.57 |
| 6847-1 | GENERAL AIR SERVICE & SUPPLY | | | | | | | | |
| | 90631041-1 | TANK RENTAL | 11/30/12 | 12/30/12 | 11/30/12 | 101.30 | 0.00 | 101.30 | |
| | 90631043-1 | TANK RENTALS | 11/30/12 | 12/30/12 | 11/30/12 | 24.39 | 0.00 | 24.39 | 125.69 |
| 2310-1 | GRAINGER | | | | | | | | |
| | 9011328961 | FAUCET REPAIR LRC | 12/04/12 | 01/03/13 | 12/04/12 | 60.31 | 0.00 | 60.31 | 60.31 |
| 11361-1 | HARMONY K LARKE | | | | | | | | |
| | 1232194-1 | CONTRACTOR FEES LITTLE ELF | 12/18/12 | 01/17/13 | 12/18/12 | 105.00 | 0.00 | 105.00 | |
| | 1232194-2 | CONTRACTOR FEES LITTLE ELF | 12/19/12 | 01/18/13 | 12/19/12 | 84.00 | 0.00 | 84.00 | |
| | 1232194-3 | CONTRACTOR FEES LITTLE ELF | 12/20/12 | 01/19/13 | 12/20/12 | 126.00 | 0.00 | 126.00 | |
| | 1232194-4 | CONTRACTOR FEES LITTLE ELF | 12/21/12 | 01/20/13 | 12/21/12 | 21.00 | 0.00 | 21.00 | 336.00 |
| 13732-1 | HC PECK & ASSOCIATES INC | | | | | | | | |
| | 8886 | DATA CAPTURE/REVIEW | 11/30/12 | 12/30/12 | 11/30/12 | 3,905.30 | 0.00 | 3,905.30 | 3,905.30 |
| 11025-1 | HOFF CONSTRUCTION | | | | | | | | |
| | PP2121912 | ARBORETUM SHELTER IMPROVEMENTS | 12/19/12 | 01/18/13 | 12/19/12 | 13,963.32 | 0.00 | 13,963.32 | 13,963.32 |
| 645-1 | HUMANE SOCIETY OF BLDR VALLEY | | | | | | | | |
| | 91204 | 3RD QTR ANIMAL IMPOUND FEES | 12/10/12 | 01/09/13 | 12/10/12 | 1,250.00 | 0.00 | 1,250.00 | 1,250.00 |
| 10552-1 | INTERNATIONAL MARTIAL ARTS | | | | | | | | |
| | 1232110-2 | CONTRACTOR FEES KARATE | 10/29/12 | 11/28/12 | 10/29/12 | 239.40 | 0.00 | 239.40 | |
| | 1232110-3 | CONTRACTOR FEES KARATE | 11/26/12 | 12/26/12 | 11/26/12 | 232.40 | 0.00 | 232.40 | |
| | 1232110-4 | CONTRACTOR FEES KARATE | 12/17/12 | 01/16/13 | 12/17/12 | 200.20 | 0.00 | 200.20 | |
| | 1232111-2 | CONTRACTOR FEES KARATE | 10/29/12 | 11/28/12 | 10/29/12 | 232.40 | 0.00 | 232.40 | |
| | 1232111-3 | CONTRACTOR FEES KARATE | 11/26/12 | 12/26/12 | 11/26/12 | 296.80 | 0.00 | 296.80 | |
| | 1232111-4 | CONTRACTOR FEES KARATE | 12/17/12 | 01/16/13 | 12/17/12 | 264.60 | 0.00 | 264.60 | 1,465.80 |
| 12246-1 | JUMPNROPE | | | | | | | | |
| | 1230038-4 | CONTRACTOR FEES JUMPING BEANS | 12/20/12 | 01/19/13 | 12/20/12 | 59.50 | 0.00 | 59.50 | 59.50 |
| 8002-1 | KINSCO LLC | | | | | | | | |
| | 12267 | DOUBLE MAGAZINE POUCH | 12/15/12 | 01/14/13 | 12/15/12 | 45.00 | 0.00 | 45.00 | 45.00 |
| 13633-1 | KJT LANDSCAPING | | | | | | | | |
| | 10134 | STALL BACKFLOW DOG PARK | 11/26/12 | 12/26/12 | 11/26/12 | 1,700.00 | 0.00 | 1,700.00 | |
| | 10151 | DOG PARK HYDRANT | 12/04/12 | 01/03/13 | 12/04/12 | 655.00 | 0.00 | 655.00 | 2,355.00 |
| 13382-1 | LODESTONE DESIGN GROUP | | | | | | | | |
| | 1218 | ADA UPGRADES CCGC | 12/19/12 | 01/18/13 | 12/19/12 | 800.00 | 0.00 | 800.00 | 800.00 |
| 9498-1 | LOUISVILLE TIRE AND AUTO CARE | | | | | | | | |
| | 101443 | WHEEL ALIGNMENT UNIT 5337 | 12/13/12 | 01/12/13 | 12/13/12 | 59.00 | 0.00 | 59.00 | 59.00 |
| 1172-1 | LYLE SIGNS INC | | | | | | | | |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|------------------------------------|--------------------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| | 979268 | NO UNATTENDED VEHICLE SIGNS | 12/10/12 | 01/09/13 | 12/10/12 | 75.15 | 0.00 | 75.15 | 75.15 |
| 13493-1 | MAINTENANCE CONNECTION INC | | | | | | | | |
| | 19703 | DEC 12 SOFTWARE SERVICE | 12/01/12 | 12/31/12 | 12/01/12 | 198.00 | 0.00 | 198.00 | 198.00 |
| 13123-1 | MARGARET M NOVAK | | | | | | | | |
| | 1230 | CREMATION FINLEON | 12/14/12 | 01/13/13 | 12/14/12 | 302.00 | 0.00 | 302.00 | |
| | 1231 | FULL BURIAL ROSENTHAL | 12/18/12 | 01/17/13 | 12/18/12 | 932.00 | 0.00 | 932.00 | 1,234.00 |
| 13722-1 | MCNEVIN COMPANY | | | | | | | | |
| | 047149-01 | PUMP SPEED CONTROLLERS | 12/10/12 | 01/09/13 | 12/10/12 | 6,825.40 | 0.00 | 6,825.40 | 6,825.40 |
| 10 | MIKE DUGGAN | | | | | | | | |
| | 122012 | TOILET REBATE | 12/20/12 | 01/19/13 | 12/20/12 | 25.00 | 0.00 | 25.00 | 25.00 |
| 10 | FRONT RANGE TIRE RECYCLE INC | | | | | | | | |
| | 12663 | TIRE RECYCLING | 12/03/12 | 01/02/13 | 12/03/12 | 301.50 | 0.00 | 301.50 | 301.50 |
| 4 | ALEM INTERNATIONAL MANAGEMENT INC | | | | | | | | |
| | 122712 | REFUND DUPLICATE SALES TAX LIC | 12/27/12 | 01/26/13 | 12/27/12 | 25.00 | 0.00 | 25.00 | 25.00 |
| 4 | DMX INC | | | | | | | | |
| | 122712A | REFUND DUPLICATE SALES TAX LIC | 12/27/12 | 01/26/13 | 12/27/12 | 25.00 | 0.00 | 25.00 | 25.00 |
| 6168-1 | MOTION & FLOW CONTROL PRODUCTS INC | | | | | | | | |
| | 5455003 | PARTS UNIT 3223 | 12/12/12 | 01/11/13 | 12/12/12 | 56.08 | 0.00 | 56.08 | 56.08 |
| 11061-1 | MOUNTAIN PEAK CONTROLS INC | | | | | | | | |
| | 6380 | SCADA TRENDING ISSUES | 11/29/12 | 12/29/12 | 11/29/12 | 780.00 | 0.00 | 780.00 | |
| | 6410 | REPAIR COMM PROBLEM SR LIFT | 12/13/12 | 01/12/13 | 12/13/12 | 430.00 | 0.00 | 430.00 | 1,210.00 |
| 13334-1 | MOUNTAIN STATES PIPE & SUPPLY CO | | | | | | | | |
| | 304170-00 | ERT COST CORRECTION | 10/26/12 | 11/25/12 | 10/26/12 | 100.00- | 0.00 | 100.00- | |
| | 305922-00 | WATER METERS | 12/18/12 | 01/17/13 | 12/18/12 | 1,342.00 | 0.00 | 1,342.00 | 1,242.00 |
| 13716-1 | NICE GUY PLUMBING | | | | | | | | |
| | 11357 | INSTALL WATER METERS WTP'S | 11/30/12 | 12/30/12 | 11/30/12 | 3,640.00 | 0.00 | 3,640.00 | 3,640.00 |
| 1201-1 | NORTHERN COLORADO PAPER | | | | | | | | |
| | 273938035 | RETURN | 12/21/10 | 01/20/11 | 12/21/10 | 16.23- | 0.00 | 16.23- | |
| | 273938043 | RETURN | 12/21/10 | 01/20/11 | 12/21/10 | 7.36- | 0.00 | 7.36- | |
| | 273938050 | RETURN | 12/21/10 | 01/20/11 | 12/21/10 | 6.11- | 0.00 | 6.11- | |
| | 275213361 | RETURNED LINERS | 10/10/12 | 11/09/12 | 10/10/12 | 154.35- | 0.00 | 154.35- | |
| | 276603875 | JANITORIAL SUPPLIES CH | 11/01/12 | 12/01/12 | 11/01/12 | 112.39 | 0.00 | 112.39 | |
| | 276603883 | JANITORIAL SUPPLIES LRC | 11/01/12 | 12/01/12 | 11/01/12 | 112.39 | 0.00 | 112.39 | |
| | 276603891 | JANITORIAL SUPPLIES LIB | 11/01/12 | 12/01/12 | 11/01/12 | 56.00 | 0.00 | 56.00 | |
| | 276603909 | JANITORIAL SUPPLIES WTP | 11/01/12 | 12/01/12 | 11/01/12 | 44.74 | 0.00 | 44.74 | |
| | 276603917 | BREAKROOM SUPPLIES CH | 11/01/12 | 12/01/12 | 11/01/12 | 74.69 | 0.00 | 74.69 | |
| | 276603925 | JANITORIAL SUPPLIES WTP | 11/01/12 | 12/01/12 | 11/01/12 | 44.74 | 0.00 | 44.74 | |
| | 278404652 | JANITORIAL SUPPLIES LIB | 12/04/12 | 01/03/13 | 12/04/12 | 596.78 | 0.00 | 596.78 | |
| | 278404660 | JANITORIAL SUPPLIES ART CTR | 12/04/12 | 01/03/13 | 12/04/12 | 178.21 | 0.00 | 178.21 | |
| | 278404678 | JANITORIAL SUPPLIES LRC | 12/04/12 | 01/03/13 | 12/04/12 | 2,011.31 | 0.00 | 2,011.31 | |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|-----------------------------|-------------------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| | 278686696 | BREAKROOM SUPPLIES CH | 12/07/12 | 01/06/13 | 12/07/12 | 43.64 | 0.00 | 43.64 | |
| | S2626388-001 | JANITORIAL SUPPLIES SHOPS | 09/21/12 | 10/21/12 | 09/21/12 | 55.70 | 0.00 | 55.70 | 3,146.54 |
| 11342-1 | OJ WATSON COMPANY INC | | | | | | | | |
| | 0051162-IN | CONNECTOR UNIT 3204 | 12/19/12 | 01/18/13 | 12/19/12 | 74.48 | 0.00 | 74.48 | 74.48 |
| 287-1 | OZONIA NORTH AMERICA LLC | | | | | | | | |
| | 401608 | UV BULBS | 10/11/12 | 11/10/12 | 10/11/12 | 1,700.65 | 0.00 | 1,700.65 | 1,700.65 |
| 5898-1 | PIONEER SAND COMPANY INC | | | | | | | | |
| | 587250 | ROADBASE | 12/12/12 | 01/11/13 | 12/12/12 | 549.05 | 0.00 | 549.05 | |
| | 587251 | ROADBASE | 12/12/12 | 01/11/13 | 12/12/12 | 536.24 | 0.00 | 536.24 | 1,085.29 |
| 12735-1 | PLANNED BENEFIT SYSTEMS INC | | | | | | | | |
| | 32928 | COBRA/FLEX BENEFIT ADMIN FEES | 12/06/12 | 01/05/13 | 12/06/12 | 291.25 | 0.00 | 291.25 | 291.25 |
| 11329-1 | POLYDYNE INC | | | | | | | | |
| | 769677 | CE-879 POLYMER | 12/05/12 | 01/04/13 | 12/05/12 | 2,645.00 | 0.00 | 2,645.00 | 2,645.00 |
| 13723-1 | PORTER INDUSTRIES | | | | | | | | |
| | 121512 | DEC 12 JANITORIAL SERVICES | 12/15/12 | 01/14/13 | 12/15/12 | 13,049.00 | 0.00 | 13,049.00 | |
| | 121512 | DEC 12 JANITORIAL SERVICES | 12/15/12 | 01/14/13 | 12/15/12 | 570.00 | 0.00 | 570.00 | |
| | 121512 | DEC 12 JANITORIAL SERVICES | 12/15/12 | 01/14/13 | 12/15/12 | 130.00 | 0.00 | 130.00 | |
| | IN00357 | MICROFIBER CLEANING CLOTHS | 11/30/12 | 12/30/12 | 11/30/12 | 156.67 | 0.00 | 156.67 | 13,905.67 |
| 700-1 | PRAIRIE MOUNTAIN PUBLISHING | | | | | | | | |
| | 49420 | JOB POSTING ACCT #324168 | 11/30/12 | 12/30/12 | 11/30/12 | 575.00 | 0.00 | 575.00 | 575.00 |
| 12374-1 | PREMIER PAVING INC | | | | | | | | |
| | 4418 | ASPHALT | 12/13/12 | 01/12/13 | 12/13/12 | 42.99 | 0.00 | 42.99 | 42.99 |
| 99 | THOMAS TUSA | | | | | | | | |
| | 765675 | ACTIVITY REFUND | 12/20/12 | 01/19/13 | 12/20/12 | 35.00 | 0.00 | 35.00 | 35.00 |
| 6500-1 | RECORDED BOOKS LLC | | | | | | | | |
| | 74651399 | ADULT BOOKS AND MEDIA | 12/14/12 | 01/13/13 | 12/14/12 | 411.80 | 0.00 | 411.80 | |
| | 74652697 | ADULT BOOKS AND MEDIA | 12/19/12 | 01/18/13 | 12/19/12 | 256.20 | 0.00 | 256.20 | 668.00 |
| 1310-1 | REXEL | | | | | | | | |
| | 401087054 | FUSES | 11/16/12 | 12/16/12 | 11/16/12 | 258.40 | 0.00 | 258.40 | |
| | 401092362 | FUSES | 12/03/12 | 01/02/13 | 12/03/12 | 250.20 | 0.00 | 250.20 | 508.60 |
| 10785-1 | RYLIND INDUSTRIES INC | | | | | | | | |
| | 011972 | CYLINDER UNIT 3294 | 12/04/12 | 01/03/13 | 12/04/12 | 621.00 | 0.00 | 621.00 | 621.00 |
| 11306-1 | SAFEWARE INC | | | | | | | | |
| | 3327082 | GAS METER CALIBRATION | 11/19/12 | 12/19/12 | 11/19/12 | 275.00 | 0.00 | 275.00 | 275.00 |
| 1161-1 | SHARI L GRISWOLD | | | | | | | | |
| | 1232119-1 | CONTRACTOR FEES HOLIDAY MUSIC | 12/13/12 | 01/12/13 | 12/13/12 | 210.00 | 0.00 | 210.00 | |
| | 1232119-2 | CONTRACTOR FEES HOLIDAY MUSIC | 12/13/12 | 01/12/13 | 12/13/12 | 210.00 | 0.00 | 210.00 | 420.00 |
| 11395-6 | SHRED-IT USA DENVER | | | | | | | | |
| | 9401283820 | SHRED SERVICE | 12/14/12 | 01/13/13 | 12/14/12 | 220.00 | 0.00 | 220.00 | 220.00 |
| 13293-1 | STAPLES ADVANTAGE | | | | | | | | |

City of Louisville
Cash Disbursement Edit List

Batch: 81472 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|-------------------|--------------------------------|--------------------------------|-----------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| | 3186914273 | OFFICE SUPPLIES WWTP | 11/24/12 | 12/24/12 | 11/24/12 | 219.38 | 0.00 | 219.38 | |
| | 3186914274 | OFFICE SUPPLIES WWTP | 11/24/12 | 12/24/12 | 11/24/12 | 13.95 | 0.00 | 13.95 | 233.33 |
| 13393-1 | THE BRICKMAN GROUP LTD LLC | | | | | | | | |
| | 4484410878 | SPRINKLER HEADS CCGC | 11/30/12 | 12/30/12 | 11/30/12 | 7,462.00 | 0.00 | 7,462.00 | 7,462.00 |
| 4685-1 | TOTAL PLUMBING INC | | | | | | | | |
| | 127980 | REPAIR HOSE FAUCET LRC | 12/13/12 | 01/12/13 | 12/13/12 | 688.00 | 0.00 | 688.00 | 688.00 |
| 11624-1 | TOWN OF SUPERIOR | | | | | | | | |
| | 111612 | JOINT WATER SERV EXPLORATION | 11/16/12 | 12/16/12 | 11/16/12 | 6,330.00 | 0.00 | 6,330.00 | 6,330.00 |
| 11442-1 | TRAVIS PAINT & RESTORATION INC | | | | | | | | |
| | 987 | CLOSET SHELVING HR KIOSK | 12/12/12 | 01/11/13 | 12/12/12 | 600.00 | 0.00 | 600.00 | 600.00 |
| 13426-1 | UNIQUE MANAGEMENT SERVICES INC | | | | | | | | |
| | 230980 | COLLECTION SERVICES | 12/01/12 | 12/31/12 | 12/01/12 | 107.40 | 0.00 | 107.40 | 107.40 |
| 7532-1 | URBAN DRAINAGE & FLOOD CONTROL | | | | | | | | |
| | 120612 | 2012 DRAINAGEWAY A-2 FUNDING | 12/06/12 | 01/05/13 | 12/06/12 | 387,500.00 | 0.00 | 387,500.00 | 387,500.00 |
| 8035-1 | VSR CORPORATION | | | | | | | | |
| | 6188 | SEWER LINE VIDEO INSPECTION | 11/30/12 | 12/30/12 | 11/30/12 | 1,659.50 | 0.00 | 1,659.50 | 1,659.50 |
| 4870-1 | VWR INTERNATIONAL | | | | | | | | |
| | 8052330833 | LAB SUPPLIES | 11/27/12 | 12/27/12 | 11/27/12 | 217.25 | 0.00 | 217.25 | |
| | 8052365800 | LAB SUPPLIES | 11/27/12 | 12/27/12 | 11/27/12 | 56.45 | 0.00 | 56.45 | |
| | 8052479698 | LAB SUPPLIES | 12/13/12 | 01/12/13 | 12/13/12 | 19.16 | 0.00 | 19.16 | |
| | 8052555092 | LAB SUPPLIES | 12/13/12 | 01/12/13 | 12/13/12 | 14.52 | 0.00 | 14.52 | 307.38 |
| 6210-1 | W BRUCE JOSS | | | | | | | | |
| | 121912 | DEC 12 MUNICIPAL JUDGE SALARY | 12/19/12 | 01/18/13 | 12/19/12 | 2,000.00 | 0.00 | 2,000.00 | 2,000.00 |
| 10884-1 | WORD OF MOUTH CATERING INC | | | | | | | | |
| | 2012-23 | MEAL SITE PROG 12/10-12/28/12 | 12/28/12 | 01/27/13 | 12/28/12 | 2,561.50 | 0.00 | 2,561.50 | 2,561.50 |
| 7924-1 | WORLD BOOK INC | | | | | | | | |
| | 1458160 | CHILDRENS BOOKS AND MEDIA | 12/19/12 | 01/18/13 | 12/19/12 | 819.00 | 0.00 | 819.00 | 819.00 |
| 13558-1 | ZIONS CREDIT CORP | | | | | | | | |
| | 492787 | DEC 12 SOLAR POWER EQUIP LEASE | 12/21/12 | 01/20/13 | 12/21/12 | 1,767.62 | 0.00 | 1,767.62 | |
| | 492787 | DEC 12 SOLAR POWER EQUIP LEASE | 12/21/12 | 01/20/13 | 12/21/12 | 883.81 | 0.00 | 883.81 | 2,651.43 |
| | BANK TOTAL PAYMENTS | | | | | 554,637.21 | 0.00 | 554,637.21 | 554,637.21 |
| | GRAND TOTAL PAYMENTS | | | | | 554,637.21 | 0.00 | 554,637.21 | 554,637.21 |

City of Louisville
Cash Disbursement Edit List

Batch: 81474 Period: 01/08/13

| Vendor/ Remit# | Invoice Number | Description | Invoice Date | Due Date | Discount Date | Invoice Amount | Discount Amount | Payment Amount | Check Amount |
|--|---|--------------------------------|------------------------------|-------------|------------------|-------------------|--------------------|-------------------|-----------------|
| FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD | | | Control Disbursement Account | | | | | | |
| 13455-1 | ASCAP 122012 | 2013 LICENSE FEE | 12/20/12 | 01/19/13 | 12/20/12 | 327.00 | 0.00 | 327.00 | 327.00 |
| 10900-1 | CAROL CREECH 120512 | REIMBURSE NON-RES EXPAND FEES | 12/05/12 | 01/04/13 | 12/05/12 | 93.00 | 0.00 | 93.00 | 93.00 |
| 12245-1 | CCCMA 121912 | 2013 MEMBERSHIPS | 12/19/12 | 01/18/13 | 12/19/12 | 170.00 | 0.00 | 170.00 | 170.00 |
| 10835-7 | COLO ASSOC PERMIT TECHNICIANS 122812 | 2013 MEMBERSHIP TENNANT/GARLAN | 12/28/12 | 01/27/13 | 12/28/12 | 50.00 | 0.00 | 50.00 | 50.00 |
| 11353-1 | COLORADO LIBRARY CONSORTIUM 18573 | STATE WIDE COURIER SERVICE | 10/04/12 | 11/03/12 | 10/04/12 | 18,760.00 | 0.00 | 18,760.00 | 18,760.00 |
| 1250-1 | COLORADO MUNICIPAL LEAGUE 102912 | 2013 MEMBERSHIP DUES | 10/29/12 | 11/28/12 | 10/29/12 | 16,654.00 | 0.00 | 16,654.00 | 16,654.00 |
| 13084-1 | ECONOMIC DEVELOPMENT COUNCIL OF CO 100 | 2013 MEMBERSHIP | 12/11/12 | 01/10/13 | 12/11/12 | 275.00 | 0.00 | 275.00 | 275.00 |
| 13610-1 | FOOTHILLS SYSTEMS INC 67891 | SECURITY MONITORING MUSEUM | 01/01/13 | 01/31/13 | 01/01/13 | 335.40 | 0.00 | 335.40 | 335.40 |
| 13596-1 | HARRIS COMPUTER SYSTEMS MN14040280 | JAN 13 WANTS/WARRANT MAINT | 11/25/12 | 12/25/12 | 11/25/12 | 156.50 | 0.00 | 156.50 | 156.50 |
| 13142-1 | HAYNES MECHANICAL SYSTEMS INC 195382 | HVAC MAINT LRC | 12/20/12 | 01/19/13 | 12/20/12 | 582.67 | 0.00 | 582.67 | 582.67 |
| 10806-1 | INFOGROUP 10002257258 | 2013 REFERENCE USA | 12/18/12 | 01/17/13 | 12/18/12 | 2,353.00 | 0.00 | 2,353.00 | 2,353.00 |
| 3605-1 | NEWSBANK INC 531173 | AMERICAS OBITS/WORLD NEWS | 09/13/12 | 10/13/12 | 09/13/12 | 4,381.00 | 0.00 | 4,381.00 | 4,381.00 |
| 3810-1 | POSTMASTER 122012 | UTB FIRST CLASS PERMIT #4 | 12/20/12 | 01/19/13 | 12/20/12 | 95.00 | 0.00 | 95.00 | 95.00 |
| | 122012 | UTB FIRST CLASS PERMIT #4 | 12/20/12 | 01/19/13 | 12/20/12 | 95.00 | 0.00 | 95.00 | 95.00 |
| | 2013-1 | UTB PERMIT #4 POSTAGE | 12/14/12 | 01/13/13 | 12/14/12 | 1,000.00 | 0.00 | 1,000.00 | 1,000.00 |
| | 2013-1 | UTB PERMIT #4 POSTAGE | 12/14/12 | 01/13/13 | 12/14/12 | 1,000.00 | 0.00 | 1,000.00 | 2,190.00 |
| 11307-1 | PROQUEST LLC 010113 | ELECTRONIC DATABASES | 01/01/13 | 01/31/13 | 01/01/13 | 2,325.00 | 0.00 | 2,325.00 | 2,325.00 |
| 7924-1 | WORLD BOOK INC 1453955 | ONLINE ENCYCLOPEDIA | 11/26/12 | 12/26/12 | 11/26/12 | 1,316.70 | 0.00 | 1,316.70 | 1,316.70 |
| BANK TOTAL PAYMENTS | | | | | | 49,969.27 | 0.00 | 49,969.27 | 49,969.27 |
| GRAND TOTAL PAYMENTS | | | | | | 49,969.27 | 0.00 | 49,969.27 | 49,969.27 |

City Council

Meeting Minutes

**December 18, 2012
City Hall, Council Chambers
749 Main Street
7:00 PM**

Call to Order – Mayor Pro Tem Dalton called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Robert Muckle, Mayor Pro Tem Hank Dalton. City Council members: Frost Yarnell, Susan Loo, Emily Jasiak, Jay Keany and Ron Sackett*

Staff Present: *Malcolm Fleming, City Manager
Heather Balsler, Deputy City Manager
Kevin Watson, Finance Director
Kurt Kowar, Public Works Director
Aaron DeJong, Director of Economic Development
Bruce Goodman, Police Chief
Troy Russ, Planning Director
Diana Trettin, CIP Project Manager
Carol Hanson, Deputy City Clerk*

Others Present: *Melinda Culley, City Attorney*

PLEDGE OF ALLEGIANCE

Mayor Muckle ushered in a second grade class from Louisville Elementary and they led everyone in the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Council member Sackett. All were in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Alan Sobel, 1408 Kennedy, Louisville, CO praised the first responders in the Connecticut tragedy and the courage of the school principal, teachers and staff. He presented Council with a handout concerning a book and video presentation by Susan Crawford, an attorney studying the telecommunications industry. The book is entitled "Captive Audience" and considers the role of cable television in the industry. He asked Council to consider this viewpoint in the discussion on the renewal of the cable franchise agreement. He wished all a Happy Holiday season and Happy New Year.

APPROVAL OF THE CONSENT AGENDA

Mayor Muckle called for changes to the consent agenda and hearing none, moved to approve the consent agenda, seconded by Council member Jasiak. All were in favor.

- A. *Approval of Bills***
- B. *Approval of December 4, 2012 Minutes***
- C. *Approval of 2013 Appointments to City Council Business Retention and Development Committee***
- D. *Approval of a Seventh Amendment to the Traffic Signal Maintenance Contract***
- E. *Approval of Continuance of Discussion of Designating 1036 Walnut a Historic Landmark (applicant request continuance to 1/8/13)***
 - 1. *Resolution No. 76, Series 2012 – A Resolution Designating the Guenzi House Located at 1036 Walnut Street a Historic Landmark***
 - 2. *Resolution No. 76, Series 2012 – A Resolution Denying Historic Landmark Status to a House at 1036 Walnut Street***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle extended his condolences to the families involved in the school tragedy in Connecticut. He asked Chief Goodman what the Louisville Police Department has done locally in response to this incident. Chief Goodman stated there were no real proper words for what happened. He explained there has been a noticeable police presence at the schools and officers are doing what they can.

Mayor Muckle introduced Melinda Culley, who was filling in for Sam Light as City Attorney. He wished all a Happy Holiday and Happy New Year.

CITY MANAGER'S REPORT

City Manager Fleming wished all a Happy Holiday and Happy New Year.

REGULAR BUSINESS

RESOLUTION No. 80, SERIES 2012 – A RESOLUTION APPROVING A SPECIAL REVIEW USE (SRU) TO ALLOW FOR THE CONSTRUCTION OF A NEW FIRE STATION, TRAINING FACILITY AND FUELING ENCLOSURE FOR THE LOUISVILLE FIRE PROTECTION DISTRICT WITHIN THE INDUSTRIAL ZONE DISTRICT (2095 BOXELDER STREET, LOT 15, COLORADO TECHNOLOGICAL CENTER, FILING 2)

Mayor Muckle requested a staff presentation.

Planning Director Russ explained the Louisville Fire Protection District, represented by Chief Tim Parker, requests approval of a Special Review Use (SRU) to allow the Louisville Fire Station #3 to be located at Boxelder Street and 104th Street in the Colorado Technological Center.

The Louisville Fire Protection District is a special district serving Louisville. They currently have two existing stations; one at 895 W. Via Appia and the second at 1240 Main Street. They maintain a district owned fleet of five fire trucks; two aerials; two command vehicles and three utility vehicles. They lease/purchase a brush truck and pumper. They also own two ambulances.

The request includes the construction of a training facility and fueling enclosure. The property is located in the Industrial Zone (I) District. According to the Louisville Municipal Code (LMC), the I Zone District permits “City, County, State and Federal uses and buildings” (Use Group #18) as a SRU. The LMC requires a Planned Unit Development (PUD) for all development within the I Zone District. For reasons specific to the purchase of the property, the applicant is requesting only the SRU at this time and not a PUD. Approval of this request will permit the Fire Station, training facility, and fueling enclosure as a use on the property. However, no building permit will be allowed until after a PUD has been submitted to and approved by the Louisville City Council.

Fire Station: 10,800 SF, 2 stories, 3 vehicle bays, office, meeting rooms and restrooms.

Training Building: 2,400 SFF, 3 stories, controlled burns.

Exterior Shade Structure: 600 SF staging of training materials, outdoor meetings, training consultation.

Fueling Enclosure: For 1,000 gallons of diesel fuel for the use of fire trucks only.

Access: 2 primary access points (Boxelder and 104th) and one driveway.

Site Plan: Northwest corner of Boxelder Street and South 104th Street.

Special Review Use Criteria: Louisville Municipal Code § 17.40.100.A. Staff applied all 5 SRU criteria to the project and found it to be compliant. The Planning Commission

reviewed the request and forwarded a recommendation of approval to the City Council. Staff recommended City Council approval of Resolution No. 80, Series 2012, without condition.

APPLICANT PRESENTATION

Kyle Callahan, Kyle Callahan & Associates Architecture, Home Address: 220 S. Jefferson, Louisville, CO, stated he is the architect for the project. He showed the location of the fire station and commented it is designed to complement the other two stations in town. This new station would give the Louisville Fire Protection District excellent access to CTC and the south sub area of Louisville. It would reduce response times and is in close proximity to industrial land use and transportation. These new facilities will improve staff training; provide additional storage and a fueling facility. He noted the training facility is designed to conduct controlled burns, but also to train firefighters to rappel from buildings.

He explained the project would be phased with completion anticipated sometime in April 2014. Phase 1 would begin in the spring and include the site development, the paving, landscape improvements, parking and the training building, shade and fueling structure and be completed in the summer. Phase 2 would be the custom built fire station. Phase 3 would be the completion of the fire station's second floor dormitory.

PUBLIC COMMENT

Mayor Muckle called for public comment and hearing none, called for council comment.

COUNCIL COMMENT

Mayor Muckle asked about strategy for response time with train traffic. Chief Parker said the trains have always been an issue for the Louisville Fire Protection District. He explained their Master Plan envisions the response would come from more than one station to help when the train is an impediment.

Mayor Muckle asked about protection of the neighbors during a burn exercise at the facility. Chief Parker stated the training tower will be made of metal and burn exercises would be done under very controlled circumstances. The facility was designed with the neighbors in mind with specific control sets and was shared with the owner of the surrounding property.

PUBLIC COMMENT

Mayor Muckle called for public comment. There were no comments.

MOTION: Council member Loo moved to approve Resolution No. 80, Series 2012, seconded by Council member Jasiak. All were in favor.

DISCUSSION/DIRECTION/ACTION – 2012 COMPREHENSIVE PLAN FRAMEWORK

Mayor Muckle requested a staff presentation.

Planning Director Russ presented the 2012 Framework Plan on the Comprehensive Plan. The first key concept is the Vision Statement and the Core Community Values, which was endorsed in June of this year. The second key concept requiring Council endorsement is the Framework Plan, which graphically represents Louisville's Community Character consistent with the Comprehensive Plan Vision Statement and Core Community Values. It represents long-range integrated land use, transportation and natural resources.

Character zones were used to organize the Framework Plan and reflect two variables: the patterns and types of development. After an extensive public outreach, the framework options were taken to all the City Boards and Commission for their feedback. The Development Patterns found in Louisville are urban, suburban, and rural. Five development types occur throughout Louisville: centers, corridors, neighborhoods, special districts, and parks/open space. Staff requested that the City Council endorse one of the following five Framework options as the preferred alternative.

Option 1 – One Center: Maintains the current development framework of the City with Downtown Louisville and the Revitalization District as the City's only Urban Center.

Option 2 – Two Centers: The Two Centers Option builds on Option 1 and adds a second urban center at the intersection of South Boulder Road and Hwy 42.

Option 3 – Three Centers: The Three Centers Option builds on Option 2 by adding a third urban center on McCaslin, South of Cherry Street. This option is the first to propose a different development framework for McCaslin and Centennial Valley.

Option 4 – Three Centers + Urban Neighborhood: The Three Centers + Urban Neighborhood Option builds on Option 3 by adding an urban neighborhood west of McCaslin on both sides of Centennial Parkway.

Option 5 – Three Centers + Urban Neighborhood (South of Centennial Parkway): Option #5 is a hybrid solution between Options #3 and #4. This option eliminates the lower density single family portions of the Option #4 urban neighborhood.

Schools: Boulder Valley School District has responded they are confident they have the facilities and resources to accommodate all five scenarios.

Transportation: All five options meet the transportation demands.

Fiscal Analysis: The fiscal impacts of each of the five development scenarios over the next 20 years would produce differing amounts of residential units, and retail, industrial, and office square footage. All five would produce a positive fiscal return to the City. Office uses are sensitive to the Framework choice, while Industrial uses are immune.

Staff analysis and recommendation: - Vision Statement and Core Community Values. Staff evaluated five Development Framework Options against the City's endorsed Vision Statement and Core Community Values and each of the five alternatives meet the intent of the Vision Statement and Core Community Values.

Staff believes Options #4 and #5 would serve the City well over the next-20 years. All three address the opportunities and challenges facing the City in the identified areas of change and desired areas of stability. Staff recommended the City Council endorse Option #4 as the preferred Development Framework to complete the 2012 update of the City's Comprehensive Plan. Option #4 is most likely to promote the City's Vision and all of the Core Community Values over the next 20 years.

PUBLIC COMMENTS

B.J. Funk II, 1104 Hillside Lane, Louisville, CO supported Option #3. He also supported a housing development similar to Hillside north of Centennial. He addressed the commercial occupancy rate along Centennial and asked whether mixed use was appropriate in this economy.

Chuck Stout, 1169 Hillside Lane, Louisville, CO stated his job takes him throughout Boulder County, but he chose to live in Louisville and loves the community. He supported the Comprehensive Plan Update public process and the 3-urban center concept, because it provides a sense of community throughout the City. He opposed opening up the residential possibilities all at once and recommended a sequencing approach. He trusted Council to make a good decision on behalf of the citizens.

Sid Vinall, 544 Leader Circle, Louisville, CO stated he left Boulder to live in a quiet community. He thought the community had quadrupled in 30 years and wondered if adding multi-family units along McCaslin was a good idea. He supported a small town character, and asked Council to keep those values in mind.

Ken Genecht, Louisville, CO, a 19 year resident of Louisville, voiced his support for the recommendations made by the first two speakers.

B.J. Wakely, 1164 Hillside Lane, Louisville, CO suggested going forward with Options #1, #2, #3, then analyzing those options before moving on to Option #4. He opposed the apartment complexes along McCaslin.

John Leary, 1116 LaFarge, Louisville, CO stated the plan is calling for changes the marketplace cannot accommodate for many years and calling for the massive changes

as a City vision is not necessary. The 20-year fiscal analysis does not indicate the City's financial picture will be improved with this plan nor will the level of services be continued. He stated there is a failure to integrate the planning process into Louisville fiscal sustainability and economic activity. The plan calls for economic activity, but not fiscal sustainability for the City. He stated the City will be dependent upon people who live outside the city to pay the bills. He asked council to proceed cautiously and stay with Option #2.

COUNCIL COMMENTS

Council member Jasiak asked Planning Director Russ if the small area plan for the McCaslin area could be accomplished before the Comprehensive Plan. Planning Director Russ stated it could, however staff is recommending completing the Comprehensive Plan first because it is citywide and balances the fiscal, transportation and public infrastructure issues and establishes the character of the City. The small area plans are reviewed as specific guidelines in the development area.

Mayor Muckle thanked the staff and residents who worked together to update the Comprehensive Plan. He appreciated the language addressing what the City should look like in the long run and favored Option #2 with the areas along South Boulder Road connected to the current downtown area. He wasn't sure the time was right to add multi-family units along McCaslin. He felt the Centennial Valley office park will rebound with time. He addressed the area south of Cherry, the interchange area and wanted to keep it vital. He liked the urban center east of McCaslin and suggested another Option, which would consist of Option 2 plus dealing with the Sam's Club area.

Council member Loo asked Mayor Muckle for clarification that he did not want more residential growth along McCaslin Boulevard. She explained Bus Rapid Transit (BRT) could provide opportunities for residential development along the west side of McCaslin. Mayor Muckle felt residential development was possible in the future, but did not want to jeopardize the retail component.

Council member Loo stated she did not want to jeopardize the retail but wanted to provide rooftops to support the retail.

Mayor Pro Tem Dalton commented the Council has not heard any support for Option #4 and although he appreciated the Hillside neighborhood's reluctance to add residential, he felt there are arguments to be made for Option #4. The Comp Plan is not a rezoning document but intended to guide future development and is a 20 year plan. According to analysis and opinion, the trend currently is neighborhood focused retail replacing big box retail. There is a misconception that multi-family housing does not contribute to the community, which would come as a surprise to the residents of the 1,600 rental units in Louisville. He stated there has been conversation relative to extending the planning cycle. He would be reluctant to extend the four-year planning cycle if Option #4 was not considered.

Council member Yarnell heard during the Planning Commission hearings, a perception that if Option #4, which allows residential development, is approved, developers would immediately respond. She stressed there are serious consequences for not choosing the correct Framework Plan. She asked whether we are building for strength or quick solutions. She felt the word transient, in reference to multi-family units, was not meant in a pejorative way but they do not consider it their permanent residence. She asked whether adding high density units contribute to the core value of the small town atmosphere. She noted funding the City is very reliant on sales tax and if big box is no longer viable the conversation has to turn to what will support the City financially.

Mayor Muckle stated the Council wants to help the businesses in Centennial Valley by looking at access and roadway issues, visibility and circulation issues.

Council member Jasiak felt it came down to the Centennial Valley/McCaslin District and addressed Option #3. She asked Planning Director Russ to expound on the flexibility in Option #3. Planning Director Russ said the Comp Plan works with the market to develop alternatives and works with the character of the City. No option would give a green light to business development and the zoning has to be consistent with the Comprehensive Plan. The Comprehensive Plan will include a land use chapter with principles and policies, which can be very specific on what the City's expectations are. He noted it is not about the map, but rather the principles.

Council member Jasiak wondered if Option #3 would send the wrong message to Home Depot and Lowe's. Planning Director Russ explained there is nothing in Option #3 or #4, which states they would not be welcome to stay in perpetuity. Option #3 states what is there can remain there, but if a business closes, others can be invited to develop.

Council member Loo addressed Option #5, which provides for the development south of Centennial. She noted the Planning Commission vote was 5 for Option #3.5 and 2 for Option #4. She asked what prompted the change in votes from Option # 3 to Option #3.5. Planning Director Russ stated the Commission did not see the neighborhood stabilizing in the near-term and looked at the cycle of the Comprehensive Plan. Public testimony and the comfort level that there would be time in the four-year cycle of the Comprehensive Plan resulted in 5 votes for Option #3.5.

Council member Loo asked if anything in Option #5 stipulates high density residential and if so, could it be changed with the small area plan. Planning Director Russ stated there would be opportunity to stipulate different density.

Council member Sackett felt things have not changed significantly in his six years on Council. He ran for Council on a platform of keeping Louisville feeling like a small town. He supported residential home development over multi-family dwelling units. He voiced his support for Option #2.

Council member Keany stated some people believe the options are a progression of 1, 2, 3 and waiting to see what develops in the previous option before proceeding with the next option. He stated it is a matter of choosing the best option. He supported Option #3 and updating the Comp Plan sooner than twenty years. He stated Louisville is landlocked and whatever development occurs, it will be within the current area. He was happy to see the vital downtown restaurants providing a significant sales tax base.

Planning Director Russ addressed a question from Council member Jasiak about flexibility. With respect to the land use and retail area along McCaslin, flexibility and being proactive would address the land use issues in the area. He suggested Council consider flexibility as a critical element to retail success of the City and as McCaslin is an important aspect, the businesses must be sustained. The City should proactively work with the property owners to ensure retail success in the future. He stated Option # 1 and Option #2 do not address this.

PUBLIC COMMENTS

Ken Genecht, Louisville, CO stated the multi-family residents will not be making many trips to the home improvement stores.

Steve Anderson, 225 South Boulder Road, Louisville, CO, suggested the City be proactive, keep the sales tax base sound; and send a message Louisville is an aggressive community seeking to stay fiscally sound. He suggested giving careful consideration to Option #3 and #4; perhaps portions of #5. He thought watching the south side of Centennial and then going north made sense. He expressed appreciation for the process of updating the Comp Plan.

Chuck Stout, 1169 Hillside Lane, Louisville, CO supported flexibility and confidence in the retailers. He felt the City must be competitive.

Bob Edwards, 511 Sunset Drive, Louisville, CO stated the Comprehensive Plan simply takes a look at the future, but does not require the City to take any action. He agreed with Director Russ that Option #4 creates possibility through flexibility and allows the City to develop areas on our terms and retains values by making the City creative, proactive and progressive.

Ms. Mckee felt Option #4 and Option #5 would put a burden on the schools and City services. She felt the City needs to see where we are now before proceeding. She felt Option #3 can provide a 3rd urban center and a mixed use walkable area. She felt Louisville has plenty of housing developments going on now. She suggested looking at Option #4 and Option #5 later.

B.J. Wakely, 1164 Hillside Lane, Louisville, CO noted Option #3 includes three sub plans: Sub plan #2 had alternative plans for existing retail should they leave the City; Sub plan #3 has high density residential.

Mike Frontzak, 643 Fairfield Lane, Louisville, CO commented there can be no retail without people. He did not object to multi-family units or senior citizen housing. He stated nothing was carved in stone and the drawings do not mean this is exactly what will happen. All of the development requests will still have to go through the process. He felt Options #1 and #2 are basically where the City is now.

Council member Loo stated she sensed a divided Council. She requested Council send a clear message to staff on which option should go forward. She supported Option #4 or Option #5, but sensed others on Council were leaning toward Option #2. She asked for compromise on both sides and requested Council to agree on Option #3.

Mayor Muckle suggested approving Option #2 and then move forward on a small area plan for the McCaslin area. At that point the Comprehensive Plan could be amended.

Mayor Pro Tem Dalton felt the framework shown in Option #4 was the controversy. He supported coming together with Option #3 and considering a shorter time for review of the Comprehensive Plan.

Mayor Muckle asked Planning Director Russ what would be the disadvantage of approving Option #2 and then moving forward on a small area plan for the McCaslin area. Planning Director Russ stated the Comprehensive Plan was intended to give the scope for the area.

Council member Yarnell stated rooftops didn't equate to successful retail, but rather where those persons choose to shop. She suggested giving some backbone to the flexibility. She was willing to support Option #3 so future proposals have a skeleton to rely upon.

Mayor Pro Tem Dalton pointed out the Planning Commission's marriage of Option #3 and Option #4 to come up with Option #5. Council member Jasiak supported Option #3. Mayor Muckle felt Council members could agree on Option #3.

There was Council consensus on directing staff to move forward with Option #3 as the preferred Development Framework to complete the 2012 update of the City's Comprehensive Plan.

Mayor Muckle called for a recess at 9:50 p.m. Regular business resumed at 10:00 p.m.

DISCUSSION/DIRECTION/ACTION – HIGHWAY 42 GATEWAY PROJECT

Mayor Muckle requested a staff presentation.

Planning Director Russ explained there are two components to the 42 Gateway Project; the gateway preliminary design and the connection of the revitalization district area to

downtown. He requested the City Council endorse the gateway preliminary design so it may be executed by the Public Works Department. The goal is to submit a 30% design concept package to the Burlington Northern Railway by January 4, 2012.

Burlington Northern will hold the design review until the RFP for the final design is returned and then will give direction on how the City should move forward.

Planning Director Russ presented the design concept for the Gateway Underpass. He noted there is a grade elevation difference of ten feet. The original plans showed South Street dropping in grade and going under the railroad track corridor. He noted that concept is physically impossible to do. What is required is a terracing of Front Street to the actual underpass and then connecting to the revitalization district, which would come to grade long before Lee Street. Walnut Street will be compliant with the American with Disabilities (ADA) access point. From South Street there will be a symmetrical step down of ten feet from Front Street to the underpass. The underpass is 32 feet wide and 9 feet high and will be larger than any underpass in Boulder in terms of design and comfort. The final details will be completed by the Public Works Division.

The proposal calls for Front Street to be a two-way street; South Street to be two-way and a loss of diagonal parking along South Street. More parking will be established in the revitalization area. The intersection will be raised and cars will yield to pedestrians. The design will reinforce the presence of pedestrians.

Burlington Northern originally required a \$250,000 canopy over the plaza area on both sides of the gateway, but they have taken the requirement away because the City has agreed to fence the corridor from Pine Street to Griffith. They have also provided a less expensive bridge structure design option, which is not their standard. There has been a substantial drop in the cost for the benefit of safety. The bridge is 32 feet long and is 12.5 feet deep. When FasTracks comes in, RTD will place the second structure on top of the bridge and it would become 25 feet wide.

Roadway Network Overview: Three alternatives for Highway 42. 1) A non-build; 2) An access managed three-lane and 3) the five-lane option. Staff will return to Council with specific neighbor connections and designs, as they continue to work with the neighbors.

PUBLIC COMMENT

Alan Del Pizzo, 1000 Main Street, Louisville, CO asked whether the residential parking on South Street will still be available. Planning Director Russ stated the proposal only reverses the direction, not the number of parking spaces.

Mr. DelPizzo asked if there will be parallel parking on Front Street. Planning Director Russ responded yes.

Mr. DelPizzo asked if dropping Front Street would create parking issues for residents entering their garages. Planning Director Russ stated the drop will occur at the intersection itself and not in front of homes.

Mr. DeIPizzo inquired about the length of the project. Planning Director Russ stated the project will take from 6-12 months.

Mr. DeIPizzo requested the curbs be painted yellow.

Sherry Murgallis, 945 Front Street, Louisville, CO explained she owns the building right next to this project and her biggest concern is Front Street remains open. She inquired about the drop in the street. Planning Director Russ stated the drop was to flatten the crown. Ms. Murgallis endorsed the concept and also expressed a desire to not lose parking areas.

The City Council directed staff to endorse the 30% design concept for the South Street Gateway and continue discussion to the January 22, 2013 City Council meeting.

DISCUSSION/DIRECTION/ACTION – UC DENVER ENERGY ASSESSMENT BUDGET FOR 2013

Mayor Muckle requested this item be brought back for Council consideration. Staff recommended including \$12,250 in the 2013 budget to provide funding for an Energy Assessment/Community Outreach conducted by the University of Colorado Denver. During Board and Commission interviews, applicants for the Sustainability Advisory Board all recommended conducting the assessment. Mayor Muckle reported on attending a meeting in Boulder where the Boulder County Commissioners discussed putting a tax issue on the ballot next year, which would create a sustainability fund. County residents could apply for funds to implement energy efficient measures to the homes and businesses.

City Manager Fleming confirmed UC Denver is stilling willing to conduct the study and could commence the work in the first quarter of 2013.

PUBLIC COMMENT

Council member Keany asked if there was a deadline to commit to the study. Public Works Director Kowar stated the deadline is the first quarter of 2013.

PUBLIC COMMENTS

Martin Odle, 322 E. Raintree Court, Louisville, CO had previously lived in Arlington, VA where he served on a Community Energy Advisory Group. They created a community energy plan to enhance Arlington economic competitiveness, ensure the reliable and affordable energy supplies and to demonstrate the County's long-term commitment to environmental responsibility. The group members were from area schools, the Chamber of Commerce, the Pentagon and citizens. He noted his business also

addresses sustainability issues and hoped his new hometown will as well. He asked for approval of the energy audit.

Ted Sontrop, 215 W. Spruce Street, Louisville, CO, a Louisville Sustainability Advisory Board member, stated the relatively inexpensive audit would give data points for discussion and analysis. He urged Council to support the audit.

COUNCIL COMMENTS

Mayor Muckle read a letter of support submitted by Sustainability Advisory Board Member Mary Ann Heaney.

Council member Loo read from the City's Vision Statement and the staff's report, which stated the reasons the study should be done. She stated there is a disconnect between the Core values and proposal to do this study. She did not support the audit and stated it is a greenhouse gas and carbon footprint measure and felt it would mandate regulations. She felt the public and business owners were not represented as stakeholders in the proposal to go forward with this study.

Mayor Pro Tem Dalton stated he would not support the audit.

Council member Yarnell felt the audit would gather information for decision making.

Council member Loo stated the City is a progressive community in terms of voluntary sustainability efforts. She suspected the major carbon footprint comes from buildings and this study may mandate green building practices. She did not want to discourage business within the City.

Council member Yarnell felt the data could help with areas to incentivize without mandates. She did not want to discourage business.

Council member Keany felt the study is geared toward greenhouse gases and stated Louisville's contribution to those was minimal. He wasn't sure of the benefit of this audit and was not ready to make a decision.

Council member Jasiak voiced her support for the energy audit.

PUBLIC COMMENT

Martin Odle, 322 E. Raintree Court, Louisville, CO felt the data would be a guide for the future.

MOTION: Council member Jasiak moved to approve the funding for the UC Denver Energy, seconded by Council member Yarnell. Roll call vote was taken. The motion

carried by a vote of 4-3. Mayor Pro Tem Dalton, Council members Loo and Keany voted no.

Mayor Muckle excused Council member Jasiak. She left the meeting at 11:00 p.m.

RESOLUTION No. 81, SERIES 2012 – A RESOLUTION AMENDING THE 2012 BUDGET BY AMENDING APPROPRIATIONS IN THE GENERAL FUND, THE MCCASLIN INTERCHANGE FUND, THE HISTORIC PRESERVATION FUND, THE WATER UTILITY FUND, AND THE WASTEWATER UTILITY FUND AND ADJUSTING BUDGETED REVENUE IN THE CAPITAL PROJECTS FUND – Public Hearing

Mayor Muckle opened the public hearing and requested a staff presentation.

Finance Director Watson explained Resolution No. 81, Series 2012 proposes minor amendments, which are basically housekeeping items, to the City of Louisville's 2012 Operating & Capital Budget. These adjustments have been requested by the departments and, in most cases, have been previously discussed with Council but have not been formally incorporated into the City's 2012 budget.

Mayor Muckle requested public comment and hearing none, closed the public hearing.

MOTION: Mayor Pro Tem Dalton moved to approve Resolution No. 81, Series 2012, seconded by Council member Keany. Roll call vote was taken. The motion carried by a vote of 6-0. Absent: Council member Jasiak.

RESOLUTION No. 82, SERIES 2012 – A RESOLUTION SETTING CERTAIN FEES, RATES, AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO

Mayor Muckle requested a staff presentation.

Finance Director Watson explained Resolution No. 82, Series 2012 sets certain City fees, rates, and charges for 2013. The majority of the fees, rates, and charges listed in the resolution are the same as the fees, rates, and charges for 2012. However, there are two significant changes: A 6% increase in water usage rates and a 4% increase in sewer usage rates. A 6% utility rate increase will increase the minimum water billing for each residential account from \$11.40 to \$12.08. The residential sewer charge will increase from \$15.66 to \$16.29 per month. These increases were anticipated in the 2013 budget process.

Mayor Muckle explained the Council and the Water Committee have reviewed the water and sewer rate increases. Mayor Pro Tem Dalton confirmed Council has reviewed the water and sewer rate increases.

MOTION: Mayor Pro Tem Dalton moved to approve Resolution No. 82, Series 2012, seconded by Council member Sackett. Roll call vote was taken. Motion passed by vote of 6 – 0. Absent: Council member Jasiak absent.

DISCUSSION/DIRECTION/ACTION – MCCASLIN BOULEVARD/ WASHINGTON AVENUE PEDESTRIAN/BICYCLE UNDERPASS

Mayor Muckle requested a staff presentation.

CIP Manager Diana Trettin explained when this project began, five alternatives were presented to the public and City Council. In 2011, the City Council decided to go with the underpass option. She introduced Design Engineer, Scott Belonger, Loris and Associates, Inc.

Scott Belonger, Loris and Associates, Inc., 2586 Trailridge Drive East, Lafayette, CO, presented the underpass project design. His presentation included the present basic design features; discussion of the project budget and possible project enhancement opportunities. He reviewed the existing conditions and the proposed improvements at the Davidson Mesa Trailhead and the Harper Lake Trailhead. The proposed improvements on the Davidson Mesa Trailhead include increasing the parking from 12 to 18 spaces and the addition of a 12 X 18 foot underpass. At the Harper Lake Trailhead the parking spaces are decreased from 30 to 25 spaces.

Council member Loo disclosed she lives near the underpass project. City Attorney Culley inquired about the distance from Council member Loo's house to the underpass project. It was determined her home was within 500 feet. The City Council did not feel her proximity to the project necessitated her recusal from the proceedings.

Mr. Belonger continued describing the Davidson Mesa Trailhead where there will be a circular parking area, which will improve the circulation of the parking lot. The off-leash dog area has been defined to reduce conflict between the incoming cars, walkers and the dogs. In order to establish the necessary grade of the underpass, retaining walls will be installed. The parking lot at the Harper Lake Trailhead will shrink down in order to accommodate the underpass. The connection from the underpass focuses on Harper Lake to create a park-like atmosphere. There are also connections to Washington Street and McCaslin Boulevard in both directions. He noted an irrigation line prohibits the underpass grade, so the connection has been moved farther away. The project budget is \$1.375 Million, including \$1.240 - \$1.310 Million for the basic project and \$64,000 - \$135,000 for enhancements.

COUNCIL COMMENTS

Council member Loo asked if the underpass at the Harper Lake Trailhead is located where the fall leaf drop-off currently sits. CIP Manager Trettin stated it was and noted the Parks Division has discussed moving the leaf drop-off to the east.

Council member Loo inquired whether the public will have an opportunity to review the final underpass project design. CIP Manager Trettin explained this proposal was intended to be the final. Public Works Director Kowar explained some of the challenges of the underpass were the grades, the cost of retaining walls, the trail connections and the site lines. Given all the engineering constraints of the project, staff believes this is the best design for the project.

Council member Loo stated she understood the engineering constraints, but felt the public thought the underpass would be more centrally located.

City Manager Fleming suggested continuing this discussion to January 22nd to allow public comment. CIP Manager Trettin stated the project is at 50% design and continuing the design for public opinion would delay the project one month.

Mayor Pro Tem Dalton stated if the public is not happy with the underpass, Council could discuss other options, including a stop light at the intersection.

Mayor Muckle was not concerned the public would oppose the location of the underpass. He felt only the people who access the underpass from Washington may oppose the location. He felt the design is the safest option for crossing McCaslin.

Council member Loo wanted the public to be aware of the location of the underpass. Planning Director Russ explained in the original plan the location of the underpass was further north, which required a large S-curve to avoid the parking lot and the irrigation ditch. The underpass was closer to McCaslin. The other option was to bend the underpass toward Washington Street. He noted the underpass design was bent. He suggested the bottom part of the sideways "W" be removed to save money or build in additional landscaping. Mr. Belonger stated this design represents the fifth formal layout of the underpass.

Council member Keany stated when Council last looked at the design the underpass was located to avoid the irrigation ditch.

Mr. Belonger reviewed the project budget. The enhancement opportunities include, underpass aesthetic treatments, public art, retaining wall/grading treatments, landscape plantings/irrigation, additional hardscape areas and colored hardscape treatments.

Mayor Muckle called for public comment. There were no public comments.

COUNCIL COMMENTS

Mayor Muckle asked about the cost savings with road closure. CIP Manager Trettin reported a \$117,000 savings with road closure and the staff preferred a cast in place concrete box. Mr. Belonger stated the numbers he presented were with cast in place

and closure of McCaslin for three weeks. The detour is 1.8 miles on Via Appia to South Boulder Road. It was noted the enhancements can be done later on.

CIP Manager Trettin reported a newspaper article in the next day's press would detail the underpass design. City Manager Fleming said he would make sure the design was available on the City web page. The City Council directed staff to continue with the design as presented unless there was significant public outcry over the expected press article.

QUARTERLY STATUS REPORT ON 2012 GOALS AND OBJECTIVES

Mayor Muckle requested a staff presentation.

City Manager Fleming commented staff, City Council and the public had all contributed to the long list of activities and accomplishments throughout the year. Mayor Muckle concurred the list of accomplishments was impressive.

CITY ATTORNEY'S REPORT

No items to report.

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

Mayor Muckle noted the Water Committee would meet in January, but Council would meet again before that date.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Jasiak. The meeting was adjourned at 11:30 p.m.

Robert P. Muckle, Mayor

Carol Hanson, Deputy City Clerk

**SUBJECT: AWARD 2013 LANDSCAPE MAINTENANCE SERVICES
CONTRACT TO SCHULTZ INDUSTRIES**

DATE: JANUARY 8, 2013

PRESENTED BY: JOE STEVENS, DIRECTOR OF PARKS AND RECREATION

SUMMARY:

In 2012, City staff released a three year landscape maintenance services contract for bids. The Park Division Supervisor Team used an Evaluation Criteria Matrix to score the 2012 bids on the following four criteria with the rating ranges shown.

1. Cost - rating range 0 (low) to 5 (high)
2. Demonstrates Experience (Government/Right-of-Way) and Quality of Service Provided – rating range 0 to 5
3. Demonstrates Appropriate Equipment – rating range 0 to 3
4. Bid Package Completeness – rating range 0 to 2

Listed below, the highest ranking companies are shown first based off of the cumulative scored results.

| COMPANY | TOTAL BID SCORE |
|--|------------------------|
| Schultz Industries, Inc. | 15 |
| CoCal Landscape Services, Inc. | 14 |
| L & M Enterprises, Inc. | 13 |
| Colorado Designsapes, Inc. | 12 |
| Environmental Landworks Company, Inc. | 11 |
| The Brickman Group Ltd., LLC | 11 |
| Facility Logic, Inc. | 10 |
| Rocky Mountain Custom Landscapes, Inc. | 9 |

Based on the analysis of the total scores, staff recommended and City Council approved awarding Schultz Industries with the South Region and CoCal Landscape Services with the North Region.

For 2013, staff recommends awarding Schultz Industries the landscape maintenance contract for the South and North Regions with the exception of the following listed bluegrass parks.

- Mission Green Park
- Hammer Run Park

SUBJECT: AWARD 2013 LANDSCAPE MAINTENANCE SERVICES TO SCHULTZ

DATE: JANUARY 8, 2013

PAGE 2 OF 2

- Enrietto Park
- Sundance Park
- Saratoga 1

By analyzing contractual services for mowing bluegrass parks, Parks and Recreation staff has identified ways to more cost effectively maintain the current level of service. Specifically, purchasing a large scale mower in 2012 and making changes to improve internal efficiencies will enable City staff to maintain an additional 14.29 acres of bluegrass instead of relying on more expensive contractors to do this work. This will reduce the City's contract expenses by \$16,646 in 2013.

As the contract is reduced in scope it becomes more efficient to use one provider (less mobilization cost incurred by the contractor). Because Schultz Industries bid costs are less expensive than CoCal's and they provided a higher level of quality with less direction during the 2012 season, staff recommends awarding the total contract (north and south region) to Schultz Industries. The 2013 contract price is based on 2012 unit cost bid numbers from Schultz Industries.

FISCAL IMPACT:

Accounts identified to support recommendation are 028-750-53100-11 and 032-752-53100-11. Total recommended contracted amount = \$71,391

RECOMMENDATION:

Award 2013 Landscape Maintenance Services Contract to Schultz Industries for a total contract amount of \$71,391.

ATTACHMENTS:

1. Contract

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE, AND
_____, FOR 2013 LANDSCAPE MAINTENANCE SERVICES**

1.0 PARTIES

The parties to this Agreement are the City of Louisville, a Colorado municipal corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of performing landscape maintenance services at all the locations listed on the attached Bid Schedule.

2.2 The Contractor represents that it has the special expertise and background necessary to provide the City with these services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific landscape maintenance services as awarded on the attached Bid Schedule and as set forth and described in the 2012 Contract Manual for Landscape Maintenance Services attached hereto and incorporated herein by reference.

4.0 COMPENSATION

4.1 After satisfactory performance of the landscape maintenance services contracted herein, the City shall pay the Contractor for services under this Agreement a total not to exceed the amounts set forth in the Bidder's Proposal Prices attached hereto and incorporated herein by this reference. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. The price of any additional landscape maintenance services which may be requested by the City and agreed to by the Contractor shall be calculated on the basis of time and material rate set forth in Exhibit "B" attached hereto and incorporated herein by this reference. No hourly charges shall exceed the hourly rates identified in Exhibit "B". The scope of services and payment therefore 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 a monthly invoice to the City on or about the 15th day of each service month. The City shall pay the invoice by the 15th of the following month. In the event of unsatisfactory work the remedies called out

at Section 9.1 and 9.2 will apply and can be the basis for adjusting the amount of service fee paid by the City. If the City fails to pay the monthly service fee according to the terms and conditions of this agreement the Contractor may assess an interest charge of 1% per month on any outstanding balances due. The City, upon its request, may have access to back-up payroll documentation identifying the individual employee, date and hours worked and the hourly rate associated with the individual employee.

5.0 PROJECT REPRESENTATION

5.1 The individuals hereinafter named are the respective representatives of the parties who may be contacted for purposes of administering this Agreement. Either party may change its representative by notice in writing given to the other party. Any correspondence, notice or other communication when made in writing shall be delivered in person or deposited in the U.S. Mail, first class postage prepaid, and addressed hereinafter indicated.

5.2 The City designates Dean Johnson Jr., Parks Superintendent as the responsible City staff member to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by Dean Johnson.

Dean Johnson, Jr.
Parks Superintendent
City of Louisville
Department of Parks and Recreation
749 Main Street
Louisville, CO 80027
(303)335-4774

5.3 The Contractor designates _____ as Contractor's representative, the City may rely upon the guidance, opinions and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly _____, and such replacement require the City to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

Contractor Name

Contractor Address

Contractor Phone

6.0 TERM

6.1 Unless sooner terminated pursuant to the provisions hereof, this Agreement and the Contractor's services under this Agreement shall commence April 2, 2013 and continue to October 15, 2013.

6.2 If the City makes any changes or alteration in its use of the premises where services are performed pursuant to this Agreement, or if the City substantially modifies the scope of services, then the City, upon thirty (30) days written notice to the Contractor, may increase/reduce the frequency, quantity, quality, or any portion of services required.

7.0 INSURANCE

7.1 The Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain such continuous coverage.

7.1.1 Worker's Compensation insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance with minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

7.1.2 General Liability insurance to cover all liability, claims, demands, and other obligations assumed by the Contractor herein with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insured, 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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall include the City of Louisville, its officers and its employees, as additional insured, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a

severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.1.4 Excess liability, umbrella form, with an aggregate limit of ONE MILLION DOLLARS (\$1,000,000).

7.2 A certificate of insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City prior to commencement of any services under this Agreement.

7.3 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

8.1 This Agreement shall bear all risks of loss, damage, theft or destruction of materials, equipment or supplies used in the performance of the work herein that is owned by the Contractor.

9.0 STANDARDS OF PERFORMANCE

9.1 All work shall be performed by this Agreement in a good and workmanlike manner and in accordance with all applicable specification. The Contractor shall provide regular and systematic inspections by the Contractor's supervisory personnel of all premises on which the services are to be provided to assure high quality work by the Contractor's employees. In the event that deficiencies are noted by the City, the Contractor agrees to remedy such deficiencies at no additional cost to the City within 24 hours after verbal notification of such deficiency or at such other time as the City and the Contractor may agree. Any verbal notification of deficiency will be confirmed by a written notice of the same and mailed to the Contractor at the address provided herein or delivered to the Site Manager.

9.2 If the Contractor fails to remedy any deficiency as set forth in 9.1 above, he shall be in default of this Agreement. The City may, at its option, correct the deficiency, default or breach by any means available to it, and deduct the costs of such corrective action from the monies due the Contractor without terminating this Agreement, or terminate this Agreement as set forth in paragraph 14.

9.3 This Agreement provides for services on the following days of the week:

Monday through Friday. The work herein shall be performed during the hours specified and established for the Contractor by the City.

9.4 Contractor shall supply all tools, equipment, materials and supplies required for the full and complete performance of all work and services.

9.5 Contractor shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to fires, civil disobedience, riots, vandalism, acts of God and similar occurrences. Service shall be rendered as soon as possible after the cessation of such causes.

9.6 Contractor shall comply with all laws, ordinances, codes, and governmental requirements relating to health and safety standards.

10.0 SECURITY

10.1 At the request of the owner, the Contractor shall provide a personnel sheet on each employee of the Contractor who has occasion to enter any City facility in the performance of the work herein.

11.0 INDEPENDENT CONTRACTOR

The Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor, as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only. **As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided neither by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract relationship**

12.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or which become due hereunder without the City's prior written consent.

13.0 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.

14.0 TERMINATION

14.1 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.

14.2 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 seven (7) 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 the total amount set forth in the attached Bid Schedule, 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.

15.0 INSPECTION

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 audit, examination, excerpts and transcriptions.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

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 of Louisville; 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. Only an instrument in writing signed by the parties may amend this Agreement.

Dated: _____, 20__

CITY OF LOUISVILLE, COLORADO
A Colorado Municipal Corporation

City of Louisville
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

CONTRACTOR:

By: _____

Attest: _____

**SUBJECT: APPROVAL OF DESIGN-BUILD SCADA REPLACEMENT
PROJECT PHASE 2**

DATE: JANUARY 8, 2013

PRESENTED BY: KURT KOWAR, DIRECTOR OF PUBLIC WORKS

SUMMARY:

The Wastewater Treatment Plant first installed the components of the plant's Supervisory Control and Data Acquisition (SCADA) System in the last major plant upgrade in 1999. The equipment, the Allen Bradley 503 Program Logic Controller (PLC), has reached its useful life and soon will not be supported by the manufacturer. The PLC controls the operation of the plant equipment and without replacement the plant could run into costly down times with the possibility of plant not meeting permit requirements.

In December 2011, a Request for Qualifications was advertised with three (3) qualified firms responding; Mountain Peak Controls Inc., Golder Associates Inc. and Browns Hill Engineering & Controls. The firms were interviewed and asked to provide a cost proposal. The following are the proposal costs from Mountain Peak Controls Inc., and Golder Associates Inc. Browns Hill Engineering & Controls declined to submit a proposal.

Phase 1 installation concluded in December 2012 and Phase 2 will continue the upgrades of the SCADA components for the Re-Use System, Centrifuge and UV System.

Mountain Peak Controls Inc.

| | |
|---------------------------------------|-------------------|
| Phase 1 2012 | \$91,100 |
| Phase 2 2013 including 4 remote sites | \$88,300 |
| Less 4 remote site options | <u>(\$22,900)</u> |
| Total | \$156,500 |

Golder Associates Inc.

| | |
|---|------------------|
| Phase 1 2012 | \$99,215 |
| Phase 2 2013 less 4 remote site options | <u>\$58,820</u> |
| Total | \$158,035 |

FISCAL IMPACT:

\$100,000.00 has been allocated for this proposed equipment upgrade in the 2013 Wastewater Utility Fund Budget G.L. number 052-499-55550-03. Also additional On-Call Service will utilize G.L. number 052-472-53500-13, which has \$12,000 budgeted in 2013.

SUBJECT: SCADA REPLACEMENT PROJECT PHASE 2

DATE: JANUARY 8, 2013

PAGE 2 OF 2

RECOMMENDATION:

Direct City Staff to complete the SCADA Replacement Project Phase 2 using Mountain Peak Controls Inc. as the Design Building Firm for the amount of \$65,400.00, with a contingent of \$5,000.00 for any change orders. Also, approve Additional On-Call Service in the amount of \$6,000.00.

ATTACHMENT:

1. Service Agreement

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND MOUNTAIN PEAK CONTROLS INC.
FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **Mountain Peak Controls Inc.**, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing **Design Build** services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B & B1” and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibits “**B & B1**” **item numbers 6, 7, and 12** attached hereto and incorporated herein by this reference. **No charges shall exceed the flat rate of \$65,400 as in Exhibits “B–B1”.** The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide

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

5.0 PROJECT REPRESENTATION

- 5.1 The City designates **Paul Bremser, Wastewater Treatment Plant Superintendent** as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by **Paul Bremser** and such person's designees.
- 5.2 The Consultant designates **Russell Cook** 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 **Russell Cook**, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be **January 8, 2013 to December 31, 2013**, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the City and shall progress so that the Services are completed in a timely fashion consistent with the City's requirements.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as

respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections

provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant 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 other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant 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 Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit A, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’s execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

City of Louisville
Attn: Public Works
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4608
Fax: (303) 335-4550

If to the Consultant:

Mountain Peak Controls
13551 W. 43rd Drive, Unit A
Golden, CO 80403
Telephone: 303-271-0376

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

CONSULTANT:
Mountain Peak Controls Inc.

By: Russell Cook
Title: President

Exhibit A

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

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

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

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

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

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

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

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:
Mountain Peak Controls Inc.

By _____

Russell Cook

Title: President

Date

EXHIBIT B
CITY OF LOUISVILLE, COLORADO
DESIGN BUILD SCADA REPLACEMENT PROJECT PHASE 2
SCOPE OF SERVICES

This is an exhibit attached to and made a part of the Agreement dated **January 8, 2013**, between City of Louisville, Colorado (CITY) and **Mountain Peak Controls, Inc.** (CONSULTANT) and covers the work items described below. CONSULTANT will provide these services at the rates as specified in Exhibit “B & B1”. Individual items under these Tasks may be identified and assigned a Scope of Work and completion price, as agreed to in writing by CITY and CONSULTANT.

TASK A. PHASE 2 SCADA Upgrade Project – WWTP

This task is for upgrading the SCADA system at the City’s Wastewater Treatment Plant as listed in CONSULTANT’s quote (Exhibit B1) line numbers (6) Re-Use System, (7) Centrifuge, and (12) UV System for total cost of \$65,400.

TASK B. Additional On-Call Services

CONSULTANT will provide additional consulting services as requested, in writing, by CITY during 2013, with CONSULTANT to be compensated for such work at the rates specified in Exhibit C. Work may include maintenance and minor upgrades to the City’s instrumentation and SCADA systems (calibrations, troubleshooting, replacing worn out equipment, etc.), and other on-call services as requested by CITY.

SUPPLEMENTAL CONDITIONS

Supplemental Conditions for the work to be completed under Tasks A and B is included in Exhibit D.

EXHIBIT B1 -SCOPE OF SERVICES



Brad Begeman
Mountain Peak Controls
13551 W. 43rd Ave. Unit A
Golden, CO 80403

April 11, 2012

Paul Bremser
Plant Superintendent
City Of Louisville
Louisville, CO

Wastewater Treatment Plant Controls Upgrade

FUNCTIONAL DESCRIPTION

Mountain Peak Controls is pleased to provide the following proposal for a control systems upgrade at the City Of Louisville's wastewater treatment facility. The proposal is outlined in the order recommended to be completed recommended by Mountain Peak Controls. This proposal was developed based upon SCADA Master Plan provided to us. Additional value added engineering can be provided by Mountain Peak Controls. We anticipate being able to complete items 1-5 during this first budget cycle and complete the remaining items in the following budget year.

SCOPE OF WORK

LABOR:

1. Workstation and Wireless Network
 - a. Install SCADA computer with upgraded software
 - b. Install wireless access points and develop plant Ethernet network
 - c. Install and convert existing PLC's to Allen Bradley SLC 5/05 (Operations, RAS/WAS, Re-Use System, Re-Use Filter, and UV System)
2. Wired LAN Network
 - a. Install fiber optic cable (providing existing conduit usable/available)
 - b. Install fiber converters
 - c. Install network switch in Operations Building
3. RAS/WAS
 - a. Convert existing programming to CompactLogix
 - b. Install new CompactLogix PLC
 - c. Develop new SCADA displays for PLC
4. Operations
 - a. Convert existing programming to CompactLogix
 - b. Install new CompactLogix PLC
 - c. Develop new SCADA displays for PLC
5. Re-Use Filter

- a. Convert existing programming to CompactLogix
 - b. Install new CompactLogix PLC
 - c. Develop new SCADA displays for PLC
6. Re-Use System
 - a. Convert existing programming to CompactLogix
 - b. Install new CompactLogix PLC
 - c. Develop new SCADA displays for PLC
7. Centrifuge
 - a. Convert existing programming to CompactLogix
 - b. Install new CompactLogix PLC
 - c. Develop new SCADA displays for PLC
8. CTC Lift Station
 - a. Convert existing programming to SLC 5/05
 - b. Install PLC and change radio to Ethernet
 - c. Develop new SCADA displays for PLC
9. Sports Complex
 - a. Install MicroLogix 1100 PLC
 - b. Install CalAmp fixed band radio, antenna, and mast
 - c. Develop new SCADA displays for PLC
10. Golf Course
 - a. Install and program MicroLogix 1100 PLC
 - b. Install CalAmp fixed band radio, antenna, and mast
 - c. Develop new SCADA displays for PLC
11. Community Park
 - a. Install and program MicroLogix 1100 PLC
 - b. Install CalAmp fixed band radio, antenna, and mast
 - c. Develop new SCADA displays for PLC
12. UV System
 - a. Convert existing programming to CompactLogix
 - b. Install new CompactLogix PLC
 - c. Develop new SCADA displays for PLC

MATERIALS:

1. Workstation and Wireless Network
 - a. 5-Allen Bradley SLC 5/05 controllers
 - b. 1-Iconics software upgrade
 - c. 1-Keypserver software upgrade
 - d. 1-XLreporter software license
 - e. 4-Long range outdoor wireless access points
2. Wired LAN Network
 - a. 5-Fiber optic converters
 - b. 1500'-Estimated fiber
3. RAS/WAS
 - a. CompactLogix hardware required for direct replacement of existing SLC hardware (i.e. SLC 16pt. AC input module = Compact 16pt AC input module)
 - b. Misc. wire, din-rail, etc.
4. Operations

- a. CompactLogix hardware required for direct replacement of existing SLC hardware (i.e. SLC 16pt. AC input module = Compact 16pt AC input module)
 - b. Misc. wire, din-rail, etc.
5. Re-Use Filter
 - a. CompactLogix hardware required for direct replacement of existing SLC hardware (i.e. SLC 16pt. AC input module = Compact 16pt AC input module)
 - b. Misc. wire, din-rail, etc.
6. Re-Use System
 - a. CompactLogix hardware required for direct replacement of existing SLC hardware (i.e. SLC 16pt. AC input module = Compact 16pt AC input module)
 - b. Misc. wire, din-rail, etc.
7. Centrifuge
 - a. CompactLogix hardware required for direct replacement of existing ABB hardware (i.e. ABB 16pt. AC input module = Compact 16pt AC input module)
 - b. 1-Red Lion 10" operator interface
 - c. Misc. wire, din-rail, etc.
8. CTC Lift Station
 - a. No materials provided, 5/05 PLC used during Workstation and Wireless network development at plant will be reused at this site
9. Sports Complex
 - a. 1-Allen Bradley MicroLogix 1100 PLC
 - b. 1-CalAmp Viper fixed band radio
 - c. 1-Hoffman enclosure
 - d. Misc. wire, din-rail, etc.
10. Golf Course
 - a. 1-Allen Bradley MicroLogix 1100 PLC
 - b. 1-CalAmp Viper fixed band radio
 - c. 1-Hoffman enclosure
 - d. Misc. wire, din-rail, etc.
11. Community Park
 - a. 1-Allen Bradley MicroLogix 1100 PLC
 - b. 1-CalAmp Viper fixed band radio
 - c. 1-Hoffman enclosure
 - d. Misc. wire, din-rail, etc.
12. UV System
 - a. CompactLogix hardware required for direct replacement of existing SLC hardware (i.e. SLC 16pt. AC input module = Compact 16pt AC input module)
 - b. Misc. wire, din-rail, etc.

SPECIFICALLY EXCLUDED:

Any labor and/or material for equipment, components, control panels, etc. that is not included in the scope above.

TERMS AND CONDITIONS:

- Only materials specifically listed as being furnished by Mountain Peak Controls are included

- Standard manufacturing lead times will apply to all equipment
- Progress invoices will be issued based upon material received and work completed
- Payment terms are Net 30 days
- This proposal is valid for 30 days and subject to revision after that time
- Workstation software pricing is based upon the City of Louisville being current with their Iconics support agreement.

WARRANTY:

Warranty of the equipment and software provided will be the manufacturers standard warranty. Warranty of work performed by Mountain Peak Controls will be one (1) year from substantial completion.

PROPOSAL PRICING:

Mountain Peak Controls proposes to provide the services and material listed above for the following price.

| | |
|-------------------------------------|---------------------|
| 1. Workstation and Wireless Network | \$28,800.00 |
| 2. Wired LAN Network | \$9,800.00 |
| 3. RAS/WAS | \$17,700.00 |
| 4. Operations | \$18,400.00 |
| 5. Re-Use Filter | \$16,400.00 |
| 6. Re-Use System | \$18,700.00 |
| 7. Centrifuge | \$26,900.00 |
| 8. CTC Lift Station | \$2,800.00 |
| 9. Sports Complex | \$6,700.00 |
| 10. Golf Course | \$6,700.00 |
| 11. Community Park | \$6,700.00 |
| 12. UV System | \$19,800.00 |
| Project Total | \$179,400.00 |

Thank you for the opportunity to provide this proposal, and should you have any question feel free to contact me.

Brad Begeman
 303-810-1987
 bbegeman@mountainpeakcontrols.com

EXHIBIT C CONSULTANT SERVICE PRICING



MOUNTAIN PEAK CONTROLS, INC.
P.O. Box 429
Brighton, Colorado 80601

RATE SHEET

Standard Rates

| | |
|----------------------------|----------|
| Project Manager | \$100/hr |
| Control Systems Specialist | \$100/hr |
| Instrument Technician | \$100/hr |
| CAD | \$85/hr |
| Engineering Aide/Clerical | N/A |

General Terms and Conditions:

- Travel time, Overtime, Weekend and Holiday rates will apply to all rates listed above.
- Monday-Friday, 8am-5pm = 1.0 x Base Rate
- Weekdays Overtime and Saturdays = 1.5 x Base Rate
- Sundays and Holidays = 2.0 x Base Rate
- Travel time calculated portal-to-portal.
- Four (4) hour minimum billing will apply to each request.
- Transportation fares, lodging, meals and any other reimbursable expenses will be invoiced at cost plus 15%.
- Upon receipt of cancellation notice, any charges for materials received, restocking fees, standard labor rates, or any other direct costs associated with the order will be invoiced at cost plus 15%.
- Standard equipment such as test and calibration equipment, CAD equipment, and documentation necessary for each task is included in the above rate. Any specialized test and calibration equipment required for a specific manufacture's device will be invoiced at cost plus 15%.
- Negotiated contract rates are available upon request.

EXHIBIT D

DESIGN BUILD SCADA REPLACEMENT PROJECT PHASE 2 CONDITIONS AND SUMMARY OF WORK

Work Covered by Mountain Peak Control Inc.

1. All work and material listed in Exhibit B & B1 Scope of Services item numbers 6, 7, and 12 be completed in 2013.
2. Means and methods for completion of services are the responsibility of Mountain Peak Controls Inc.
3. Subcontractors needed are the responsibility of Mountain Peak Controls Inc.
4. Pricing for any unknown factors (i.e. conduit and trenching, others if needed) will be required and approved before implemented.

Work Schedule

1. The City of Louisville Wastewater Treatment Plant's normal operational hours are Monday – Friday 7:00 am until 3:30 pm, if other work hours are necessary make prior arrangements with operations.
2. The operation of the wastewater plant is 24 hours per, 7 days per week and 365 days per year. The work required for the SCADA upgrade must be seamless meaning plant operations must be maintained during the project.
3. SCADA upgrade schedule must be coordinated with operations to minimize any plant interruptions.
4. Schedule power outage and or operational interruptions 72 hours prior to initiating outage. Power outages of up to two (2) hours duration will be permitted.
5. Any plant interruptions or power outages must be restored before the end of the work day.
6. No plant interruptions or power outages will be scheduled on Fridays.

**SUBJECT: RESOLUTION NO. 1, SERIES, 2013 – A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
CITY MEMBERSHIP IN THE EAGLE-NET ALLIANCE**

DATE: JANUARY 8, 2013

PRESENTED BY: RIP HOWE, ACTING IT MANAGER

SUMMARY:

The City's Information Technology Division proposes to change its Internet Service Provider (ISP) in order to reduce cost and improve Internet access speed. Staff has evaluated ISP options and has identified EAGLE-Net Alliance (EAGLE-Net) as best meeting the City's objectives. EAGLE-Net is a Colorado intergovernmental entity created to operate a cost-sharing cooperative to deliver a carrier-quality broadband network to more than 170 communities across the state. EAGLE-Net's objective is to develop a network that is designed to better connect education, libraries, government, and health care facilities statewide. In order to use the EAGLE-Net network, the City must become a member of the Alliance, which can only be done by intergovernmental agreement (IGA). The City's current ISP is CenturyLink.

The purpose of the proposed agreement with EAGLE-Net is to connect the City to the Internet. A related project is to connect the various City facilities to one another through the use of fiber optic connections. This has been an ongoing project enabled by an agreement with the Boulder Valley School District and is nearing completion. Once completed, all City facilities, except the South Water Plant and Museum, will be connected together with fiber. This will greatly increase the data communication speeds between the various facilities. The City's facilities are currently interconnected by T1 lines provided by CenturyLink.

FISCAL IMPACT:

There is no cost to be a member of the Alliance. However, once the City is a member of the Alliance, staff plans to execute a contract with EAGLE-Net to become the City's ISP. The City's cost for Internet service will increase from \$7,320 to \$10,442 annually. However, Internet speed will increase *significantly*. Currently, the City's Internet speed fluctuates between 0.25 Megabits per Second (Mbs) and 3 Mbs. EAGLE-Net guarantees a base speed of 100Mbs, with bursts above that. Therefore, the City cost per megabit per second will decline from about \$2,400 per year to about \$100 per year.

Regarding the inter-facility fiber connectivity project discussed above, the City will save approximately \$36,300 in annual CenturyLink T1 fees. In order to maintain the fiber, the City will eventually procure and execute a Service Level Agreement (SLA) with an outside party. A SLA will ensure that if the fiber is cut (or degrades), it will be repaired in a timely fashion.

SUBJECT: RESOLUTION 1, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 2 OF 2

RECOMMENDATION:

Approve Resolution No. 1, Series 2013.

ATTACHMENT(S):

1. Resolution No. 1, Series 2013
2. IGA Between the City of Louisville and Eagle-Net

**RESOLUTION NO. 1
SERIES 2013**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR CITY
MEMBERSHIP IN THE EAGLE-NET ALLIANCE**

WHEREAS, pursuant to Colorado law, including without limitation C.R.S. § 29-1-203, there has been heretofore created an intergovernmental agency known as The EAGLE-Net Alliance; and

WHEREAS, the purposes of the EAGLE-Net Alliance include, without limitation, creating a mechanism to deploy and offer a variety of broadband connectivity and affordable services to schools, libraries, governments and other community anchors; and

WHEREAS, the purposes of the EAGLE-Net Alliance further include, without limitation, creating a structure to coordinate and cooperate in the administration, monitoring and deployment of broadband services to schools, libraries, governments and other community anchors, and to explore new means of achieving common objectives pertaining to broadband services within Colorado, so as to increase broadband opportunities for Colorado schools, libraries, governments and other community anchors; and

WHEREAS, the City desires to become a member of the EAGLE-Net Alliance in order to receive broadband services and otherwise participate in the Alliance; and

WHEREAS, in order to become a member of the EAGLE-Net Alliance, the City must enter into the Intergovernmental Agreement governing membership and participation therein; and

WHEREAS, the City is authorized to enter into the Intergovernmental Agreement pursuant to its charter and state law, including but not limited to C.R.S. § 29-1-203, and the City Council by this Resolution desires to approve said Agreement and authorize its execution;

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

1. The Intergovernmental Agreement for City membership in The EAGLE-Net Alliance (the "IGA"), is hereby approved in essentially the same form as the copy of such IGA accompanying this Resolution.

2. The Mayor is authorized to execute the IGA on behalf of the City, except that the Mayor is hereby further granted authority to negotiate and approve such revisions to said IGA as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the IGA are not altered.

3. The City Clerk is authorized and directed to transmit to the EAGLE-Net Alliance for membership therein an executed and attested copy of this Resolution and an original of the IGA. The Mayor, City Manager, and City staff are further authorized to execute and deliver all documents and do all other things necessary on behalf of the City to effect the City's membership in the EAGLE-Net Alliance.

PASSED AND ADOPTED this _____ day of _____, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), dated and effective as of this _____ day of _____, 201_, is entered into by and between the undersigned political subdivisions of the State of Colorado (hereinafter collectively called “Members” or the “parties”).

WHEREAS, the parties share similar concerns and objectives with respect to establishing a baseline of access and use of broadband Internet services at affordable pricing for Colorado schools, libraries, and other Community Anchors; and

WHEREAS, the parties have concluded that the current availability and affordability of high-speed broadband access for Colorado’s schools, libraries and Community Anchors is inadequate; and

WHEREAS, the parties have concluded that high-speed broadband access and services are vital to the success of Colorado students and for Colorado’s economic growth, global competitiveness, innovation, and education of its population; and

WHEREAS, after extensive study the parties have determined that by working together, Middle Mile high-speed broadband connectivity to schools, libraries and other Community Anchor locations can be provided in a manner which will also facilitate non-discriminate access for local Last Mile broadband providers, thereby improving their Last Mile broadband service offerings for residential and business customers; and

WHEREAS, the sharing of resources and information, and the cooperation in providing broadband services to schools, libraries and Community Anchor locations would benefit the citizens of Colorado; and

WHEREAS, by participating as a party to this Intergovernmental Agreement, each individual Member can avail itself of the broadband benefits that the EAGLE-Net project will offer to Members; and

WHEREAS, through the intergovernmental agency created by this Agreement, the parties desire to coordinate and cooperate in the administration, monitoring, and deployment of broadband services; to research and study broadband service matters; and on an ongoing basis to address common concerns, investigate mutual solutions to challenges, and new means of

EAGLE-Net
Intergovernmental Agreement
Revised 1/17/12
Page 1

achieving common objectives pertaining to broadband services in Colorado, so as to increase access and connectivity to high-speed broadband access for Colorado schools, libraries, and other Community Anchors; and

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes authorizes political subdivisions of the State of Colorado to contract to provide any lawfully authorized function, service or facility or to form and maintain associations to promote, through cooperative effort, the interest and welfare of each.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. PURPOSE. The purposes of this Agreement are (a) to create a mechanism to deploy and offer a variety of broadband connectivity and affordable services to the Colorado schools, libraries, governments and other Community Anchors; to (b) leverage a Middle Mile broadband network through partnerships with private sector service providers to expand broadband throughout the state; (c) to share information and resources pertaining to broadband services; (d) to create a structure to coordinate and cooperate in the administration, monitoring and deployment of broadband services to schools, libraries or Community Anchor locations, and to explore new means of achieving common objectives pertaining to broadband services within Colorado, so as to increase broadband opportunities for Colorado schools, libraries, and other Community Anchor locations.

2. ESTABLISHMENT OF The EAGLE-Net Alliance. There has been heretofore created an intergovernmental agency known as “The EAGLE-Net Alliance” (referred to herein as “EAGLE-Net”). EAGLE-Net is a separate local governmental entity from its Members, but governed by its Members according to the terms hereof. EAGLE-Net shall file all documents with the Colorado Department of Local Affairs as required by law, to be recognized as an independent local governmental entity. The communications address and headquarters of EAGLE-Net shall be 11800 Ridge Parkway, Suite 450, Broomfield, Colorado, 80021, initially, although EAGLE-Net management may determine following execution of this Agreement to rotate said address among parties, establish an independent headquarters, or adopt such other practices or procedures in this regard as they deem fit.

3. DEFINITIONS.

For purposes of this Agreement the following words, terms and phrases shall have the following meanings.

EAGLE-Net
Intergovernmental Agreement
Revised 1/17/12
Page 2

“Community Anchor” shall mean schools, libraries, medical and healthcare providers, public safety entities, governmental institutions, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

“Director” shall mean the individuals appointed or elected as set forth herein to serve on the Board of Directors of EAGLE-Net.

“Member” shall mean a political subdivision of the State of Colorado, which has entered into and formally executed this Agreement and is, at the time in question, current with all costs of participation. The Board of Directors may provide for different categories of membership.

“Subscriber” shall mean an entity that is entitled to purchase broadband services from EAGLE-Net, but not eligible to become a party to this Agreement, such as a non-profit Community Anchor institution that does not qualify as a Member under Section 4.

4. MEMBERS, AND SUBSCRIBERS. No entity may receive broadband services from EAGLE-Net unless it is a Member or Subscriber. Any governmental or quasi-governmental entity seeking services from EAGLE-Net must become a Member of EAGLE-Net, by executing this Agreement, and after doing so, shall be eligible to obtain broadband services from EAGLE-Net so long as it’s financial obligations to EAGLE-Net remain current. Community Anchor entities that are not governmental or quasi-governmental entities as those terms are defined in Colorado law, are not eligible to become Members, but may purchase broadband services from EAGLE-Net in accordance with terms and conditions as determined by the EAGLE-Net Executive Management Team (“EMT”). For purposes of this Agreement, any not for profit entity whose members are comprised exclusively of government or quasi-governmental entities, and whose primary purposes are to provide governmental or quasi-governmental services, shall be considered a quasi-governmental entity and qualified to become a Member of EAGLE-Net.

5. BOARD OF DIRECTORS. The initial Board of Directors shall be appointed by the Board of the Centennial Board of Cooperative Educations Services (“CBOCES”), after considering recommendations for the Board from the EAGLE-Net EMT. There shall be no more than nine (9) directors with full voting privileges and two (2) advisory representatives as described below. The Board members with full voting privileges shall be one state government representative, three CBOCES board representatives, two representatives from School Districts that are members of CBOCES (either District board members, administrators, teachers or other

employees), and three Community Anchor representatives. Except for the state government representative, all Board members must represent jurisdictions that obtain services from EAGLE-Net or have signed a letter of intent to purchase services from EAGLE-Net, when such services are made available. No school district may have more than one representative on the Board. Additionally, there shall be appointed two (2) advisory members of the Board, as representatives of private sector entities that are working on the EAGLE-Net project. Advisory members shall have no voting privileges, but shall be entitled to attend and participate in all public meetings, and shall have the same fiduciary obligations to EAGLE-Net as other Board members. Except in the case of a Board member's resignation or inability to serve, the initial Board shall serve until the expenditure of all BTOP grant funds, which shall be for a period of approximately 36 months, until the annual meeting of the Members in 2013, or until their successors have been elected or appointed in accordance with this Agreement. Subsequently, the Board of Directors shall be chosen as follows:

A. Beginning with the annual meeting of EAGLE-Net in August, 2013, and every year thereafter, new directors shall be elected by the Members.

B. Beginning with the election of new Directors in 2013, the EAGLE-Net Board of Directors shall recommend a slate of Directors to the Members no less than thirty (30) days prior to the annual meeting. Members may also nominate candidates for Director as representatives from the groups described in this Section 5 by submitting names to the EMT in writing, by May 1st in the year of each annual meeting. Beginning with the new Directors elected in 2013, the Board shall be comprised of one state government representative, four (4) representatives from K-12 education, and four Community Anchor representatives.

C. Except at the annual meeting in 2013, at each annual meeting thereafter, the Members shall elect the Directors for terms of three (3) years. At the 2013 annual meeting, the Board candidates receiving the three highest vote totals shall receive three year terms, the next three candidates with the highest vote totals shall receive two year terms, and the candidates with the next highest vote totals shall receive one year terms; provided however, that the Directors at all times shall be representatives of the categories described in this Section 5. In the event of a tie vote, the EMT shall determine which directors serve which terms.

D. Directors shall serve without compensation from EAGLE-Net. EAGLE-Net's Board shall adopt policies governing the delegation of authority for the day to day management of EAGLE-Net to its Chief Executive Officer and EMT.

F. No Director shall be liable to EAGLE-Net for monetary damages, unless such

damages are the result of intentional acts or omissions of a Director, acting outside the scope of his or her authority with respect to EAGLE-Net. Notwithstanding the foregoing, no Director shall be liable to EAGLE-Net in any matter involving the Director's good faith actions undertaken in connection with any other obligations or responsibilities of a Director outside of his or her activities on behalf of EAGLE-Net.

6. OFFICERS/EMT. The Board of Directors shall retain a Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of EAGLE-Net and shall perform all duties incident to the office of Chief Executive Officer, and such other duties as may be prescribed by EAGLE-Net. The initial Chief Executive Officer shall be Dr. Randy Zila. Subject to the approval of the EAGLE-Net Board in each instance, the Chief Executive Officer will develop and retain the EMT, and will have the authority to engage current project team members and entities and individuals identified in the EAGLE-Net grant application for funding pursuant to the American Recovery and Reinvestment Act.

7. NETWORK ADVISORY BOARD. After meeting with the EMT, the Chief Executive Officer shall recommend, and the EAGLE-Net Board shall appoint a Network Advisory Board (NAB), to be comprised of individuals from the public and private sector with expertise in network design, operations and management. The EAGLE-Net Chief Executive Officer may suggest NAB candidates to the EAGLE-Net Board. The mission of the NAB shall be to provide assistance and advice to EAGLE-Net with respect to all of its purposes as set forth in this Agreement. NAB members shall be drawn from entities that have a relationship with EAGLE-Net, which can include, but is not necessarily limited to the Front Range GigaPoP, Members, institutions of higher education, governmental agencies, non-profit associations, contractors or private sector service providers.

8. VOTING. Each Member or Director shall have one vote for matters upon which each may be entitled to vote pursuant to this Agreement; provided however, that Advisory Members to the Board shall have no voting privileges. There shall be no voting by proxy; all votes must be cast in person at EAGLE-Net meetings by a Member or Director, except as otherwise may be provided in the Bylaws. A quorum of no less than one-half plus one of the Members or Directors shall be necessary for the conduct of EAGLE-Net business. Decisions of EAGLE-Net shall be by a majority vote of those Members or Directors present at a duly called meeting; provided that decisions relating to any employment or contract matters relating to the EMT shall require a vote of at least two thirds of the full Board for passage.

9. BYLAWS. The EAGLE-Net Board of Directors shall have the authority to adopt bylaws governing the conduct of EAGLE-Net, its meetings, and communications and interaction

among the Members. Where such bylaws are not adopted or are incomplete, Robert's Rules of Order shall be used for the conduct of EAGLE-Net meetings.

10. FINANCES.

A. Operating Budget. Drawing upon such assistance from the EMT and based upon such direction as the Board provides, the Financial Advisor shall prepare an operating budget (the "Operating Budget") each year this Agreement is in effect, in accordance with Colorado's local government budget laws. The Operating Budget shall set forth anticipated expenses, financing sources, and proposed service levels necessary to carry out the purpose of this Agreement. The Operating Budget shall take effect the following fiscal year, beginning on July 1st. The EMT shall vote to approve any Operating Budget within the time periods required by Colorado law. To the extent that EAGLE-Net is the recipient of grant funds from the federal government or any other source, all budget operations shall fully comply with any conditions and requirements of such grant, and all provisions of applicable law.

B. Designated Contributions. EAGLE-Net may accept any contribution, gift, grant, bequest or devise that is designated, restricted or conditioned by the donor, provided that the designation, restriction or condition is consistent with EAGLE-Net's general tax exempt purposes. Donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, EAGLE-Net shall reserve all right, title and interest in and to and control over such contributions, and shall have authority to determine the ultimate expenditure or distribution thereof in connection with any such special fund, purpose or use. Further, EAGLE-Net shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used exclusively to carry out EAGLE-Net's tax-exempt purposes.

C. Membership Financial Obligations. Members must contract to receive broadband services offered by EAGLE-Net, and remain current in all financial obligations with respect to these services to EAGLE-Net. All privileges of membership will be suspended during any period of time that a Member is delinquent in payments to EAGLE-Net for broadband services. Aside from the obligation to pay for broadband services provided by EAGLE-Net, Members shall have no financial obligations to EAGLE-Net, nor shall they have any responsibilities for financial obligations of EAGLE-Net.

11. POWERS. EAGLE-Net shall have the power to conduct research, communicate with individual Members, address issues on behalf of EAGLE-Net to legislative bodies or government agencies, develop and operate the broadband network and services for Colorado

schools, libraries and Community Anchor institutions, and to take whatever measures the Board or EMT deems necessary to accomplish EAGLE-Net's purposes as set forth in Section 1 above. EAGLE-Net shall further have the power to maintain and utilize assets purchased with grant funds and any other sources available to EAGLE-Net. EAGLE-Net is hereby authorized by the Members to do all that is necessary for the exercise of its powers within the constraints of the approved Operating Budget and applicable law, including, but not limited to any or all of the following: hiring employees or consultants, entering into contracts, acquiring, holding or disposing of property, providing broadband services, incurring debts, liabilities, or obligations within the limits of any applicable law required by the exercise of these powers, authorizing and approving budgets and financial expenditures.

12. MEETINGS.

A. Annual Meeting. The annual meeting of the Members and Board of Directors shall be in August of 2011 and each year thereafter.

B. Special Meetings. Special meetings of Directors may be called by (1) the Chief Executive Officer or (2) the Chief Operating Officer upon the written request of a majority of the Directors or (3) as determined by a majority vote of the EMT. One week's written notice of a special meeting, and the subject matter of that meeting, shall be given to the Directors.

C. Notice. Notice of meetings of EAGLE-Net shall be given to the Members and Directors, as applicable, by the Chief Operating Officer at least one week in advance, and when feasible, the agenda for such meetings, and the minutes of the previous meeting, shall accompany such notice. Discussion at meetings of EAGLE-Net need not be limited to matters set forth in the agenda.

D. Executive Sessions. All meetings shall be open to the public as provided in the Colorado Open Meetings Law, C.R.S. 24-6-401 *et seq.*, or any successor statute thereto, unless a two-thirds majority of the Board votes to hold a closed executive session for the purposes, and in accordance with the procedures, set forth in the Open Meetings Law or any successor statute thereto.

E. Type of Meetings. Meetings shall be either in person, via telephone conference, webinar, or similar manner that allows for all participants to interact with each other in real time.

13. NEW MEMBERS. After the effective date of this Agreement, additional governmental entities may become Members of EAGLE-Net upon execution of this Agreement

and subject to all of its terms, conditions and obligations.

14. WITHDRAWAL. Any Member may withdraw from this Agreement by filing written notice of its intention to do so with the EMT. The withdrawal of any Member from this Agreement shall in no way affect the rights and obligations of the remaining Members. If any Member ceases purchasing services from EAGLE-Net, it shall be deemed to have withdrawn from this Agreement, and its membership shall terminate.

15. TERMINATION AND DISPOSITION OF PROPERTY. This Agreement shall be deemed terminated when only one Member continues to participate in EAGLE-Net, or when all participating Members choose to terminate it. Unless otherwise required by applicable law, or upon order of a court or regulatory body with jurisdiction, upon termination, all assets and the remainder of the Operating Budget shall be paid over or transferred to and among one or more governmental entities or exempt organizations described in sections 501(c)(3) or (c)(4) of the Internal Revenue Code. The governmental entities or exempt organizations designated to receive such property, and their respective shares and interests, shall be determined by the Board of Directors and the EMT.

16. COOPERATION AND PUBLIC CHARGE. The parties hereby agree that they shall cooperate so far as possible within the constraints of applicable law to effectuate the intent of this Agreement. EAGLE-Net shall at all times act in conformity with all applicable laws, statutes and regulations, including equal opportunity provisions, and Members and Directors agree that they will make decisions and act in accordance with the public interest, so as to best benefit the citizens of Colorado and deployment of high speed broadband services to Community Anchor institutions.

17. EFFECTIVE DATE AND TERM. This Agreement shall become effective when it has been duly authorized by two (2) of the parties and executed originals of this Agreement and other appropriate documents evidencing such approval, have been filed at the communications address of EAGLE-Net. This Agreement shall continue in effect through June 30th following the effective date and thereafter from year-to-year, or until termination in accordance with the terms hereof.

18. INSURANCE AND HOLD HARMLESS. No Member, no Director, and no person acting in their capacity on the EMT shall be liable for claims because of participation in, or as the result of any action or omission by, EAGLE-Net. Without waiving the protections, rights and limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, and any other applicable laws, where appropriate, EAGLE-Net shall, defend and indemnify Members

EAGLE-Net
Intergovernmental Agreement
Revised 1/17/12
Page 8

Directors and the EMT against any and all claims, judgments, losses, demands, and costs in any way arising out of this Agreement to the extent such claims, judgments, losses, demands and costs are not barred by the Colorado Governmental Immunity Act and any other applicable laws. EAGLE-Net shall be responsible for and shall maintain insurance necessary for its operation relating to assets owned, liabilities incurred and/or employees and contractors retained by EAGLE-Net. EAGLE-Net shall also maintain insurance to cover the costs of its obligation to indemnify its Members and Directors. In so doing, EAGLE-Net does not waive the protections, rights and limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, and any other applicable laws.

19. SEVERABILITY. Should any part, term, or provision of this Agreement be declared to be illegal or in conflict with any law whatsoever, or otherwise rendered unenforceable or ineffectual, by any agency or court of competent jurisdiction, the remaining portions of this Agreement shall nonetheless remain in effect and the Members each agree that they would have entered into each provision of this Agreement separately even if none of the other provisions had been included.

20. AMENDMENT. The form of this Agreement for use with future Members may be amended by the two-thirds (2/3) vote of the total number of Directors. Any amendments with existing Members must be by mutual written agreement of the then existing parties.

21. REPORTING AND RECORD KEEPING. EAGLE-Net shall report all proposed amendments of this Agreement or any bylaws promulgated pursuant to this Agreement, any meeting changes, changes in budget, and any information important to the operation of this Agreement to the Directors. All documents required to be made available under any local, state, or federal law or regulation shall be deposited at the communications address as set forth in Section 2, above. To the extent required by applicable law, the EMT shall engage an independent accounting firm to perform an annual audit of the financial statements of EAGLE-Net, which audit shall be distributed to each Member and Directors in summary form. All such documents and any other documents maintained by, or pertaining to, EAGLE-Net shall be available upon reasonable notice for inspection by any Member.

22. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall give rise to any rights or allow any claim by any third party. It is the express intention of the parties that any third party receiving benefits from this Agreement shall be deemed an incidental beneficiary only.

23. VENUE. Any legal action brought pursuant to this Agreement shall be proper in the

County of Denver, State of Colorado.

24. NO MULTIPLE-YEAR FISCAL OBLIGATION. Any obligations of the Members to purchase EAGLE-Net services are specifically conditioned upon annual appropriation of funds for the same at the legislative discretion of the governing body of each Member. No Member is hereby obligated to make any such appropriation, and no multiple-year fiscal obligation of any Member, within the meaning of Article X, Section 20 of the Colorado Constitution, is created or implied in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement below on the date first above written.

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

**SUBJECT: APPROVAL OF DISIGNATION OF PLACES FOR POSTING
NOTICES FOR PUBLIC MEETINGS**

DATE: JANUARY 8, 2013

PRESENTED BY: MEREDYTH MUTH, PUBLIC RELATIONS MANAGER

SUMMARY:

Section 24-6-402(2)(c) of the Colorado Open Meetings Law requires that all public bodies of the City designate the public place or places for posting of notices of public meetings. The designation must be made at the local body's first regular meeting of each calendar year. Staff requests City Council approve the following locations for the posting of meeting notices for 2012:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street

Pursuant to the Home Rule Charter, meeting notices and agendas are also published on the City's web site at www.LouisvilleCO.gov.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve designation of posting locations as listed above.

ATTACHMENTS:

N/A

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
WITH RNL DESIGN, INC. FOR THE CITY SERVICES FACILITY**

DATE: JANUARY 8, 2013

PRESENTED BY: DIANA TRETTIN, CIP MANAGER

SUMMARY:

On September 17, 2012 staff solicited a formal Request for Qualifications (RFQ) for the Design and Engineering services for the City Services Facility located on Empire Drive. Seven Design/Consultant firms submitted qualification packages in response to the RFQ for the design and engineering work. Three of the Consultant firms were invited to interview for the project:

| <u>Consultant Firms</u> | <u>Selection Committee/Staff Ranking</u> |
|---------------------------|--|
| RNL Design, Inc. | 1 |
| Bennett, Wagner and Grody | 2 |
| CH2M Hill, Inc. | 3 |

The Selection Committee consisting of Diana Trettin CIP Manager, Kurt Kowar and David Szabados from Public Works, Joe Stevens from Parks and Recreation and Erik Hartronft from Hartronft, Associates reviewed the qualification packages. All agreed that the top three consultant firms should be invited for interviews. Interviews were held on Tuesday and Wednesday, December 11th and 12th 2012. The interview process consisted of a presentation and Q&A session with the selection committee and a presentation and Q&A session with staff at the facility. The Committee and facility staff all selected RNL Design, Inc. as the top-ranked consultant because their past work on Maintenance and Public Works facilities and their strong presentation of design concepts, energy efficiency and maintaining operations during a phased construction approach. The latter factor is critical to operations, but will likely increase the project cost about 5%.

Staff negotiated a not to exceed fee of \$ 656,000 with RNL Design, Inc. to provide the design and engineering services work for the City Services Facility. For this amount RNL Design Inc. will also work with the contractor selected by the City to develop a multi-phase construction phasing plan for the project. The scope of work covers the preparation of Plans, Specifications, and Estimate with associated engineering discipline reports for the 100 % design of the City Services Facility (CSF) project.

The CSF project is a 28.38 acre property which runs along Empire Road (east of the Louisville Wastewater Treatment Plant). In 2012 City staff worked with Hartronft Associates and staff from the Public Works and Parks and Recreation Departments to analyze design alternatives and how best to address building lifetime issues, energy

savings, workflow, traffic engineering issue, equipment storage, storm drainage and water quality, and flood plain concerns. Attachment 3 reflects the site layout of the preferred alternative developed through this process.

As indicated on the proposed conceptual site plan, the City is intending to construct new buildings for Public Works and Parks administrative and shop functions and vehicle maintenance & storage. The current site development plan will include removal of existing City Service Center buildings on the site and re-grading of the entire site to accommodate the optimum positioning and finished floor elevations for the two new buildings (shop building and office building) as well as the new ancillary structures for vehicle and materials storage. The existing wastewater treatment plant (WWTP) facilities are integrated into the current site plan and the new grading, retaining walls, etc. must accommodate the WWTP headworks building and associated site features, which must remain for proper functioning of the WWTP. The new shop building will be approximately 23,000sf. We plan to remove the existing administrative building and replace it with a new two story, 10,500sf total office/administrative building. Other major elements in the plan include: two covered vehicle storage (3-sided) buildings, a new fuel island, and a new de-icer storage building. The attached drawings depict the current design. Extensive sitework is included in this project.

FISCAL IMPACT:

Funding for 2013 is available from the following accounts:

| Fund Description | Account Number | Amount |
|--|-----------------------|--------------------|
| Capital Projects Fund | 042-499-55110-04 | \$1,623,650 |
| Water Utility Fund | 051-499-55210-04 | \$1,623,650 |
| Wastewater Utility Fund | 052-499-55210-04 | \$1,623,650 |
| Conservation Trust – Land Acquisition Fund | 028-799-55210-04 | \$1,623,650 |
| Storm Water Utility Fund | 053-499-55810-09 | <u>\$ 135,000</u> |
| | TOTAL: | \$6,629,600 |

An additional \$650,000 was budgeted in these accounts in 2012 and most of it will be “carried forward” to 2013, bringing the total available budget for this project to approximately \$7,179,600.

RECOMMENDATION:

Approve the Professional Services Agreement with RNL Design, Inc. for an amount not to exceed \$656,000 and a contingency of \$30,000 to cover unforeseen issues for the City Services Facility.

ATTACHMENTS:

1. Professional Services Agreement
2. Scope of Services
3. Site Sheets

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND R N L DESIGN INC. FOR CONSULTING SERVICES**

1.0 PARTIES

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and R N L Design Inc., a Colorado corporation and architectural and facility planning firm, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this Agreement a total not to exceed the amounts set forth in Exhibit C attached hereto and incorporated herein by this reference. The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, printing, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation

therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

- 4.3 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, and City obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Diana Trettin, CIP Manager as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Ms. Trettin and such person's designees.
- 5.2 The Consultant designates Tom Wiener as its project manager and Richard G. Shiffer as the principal in charge (PIC) who shall be providing the Services under this Agreement.
- 5.3 Should either of the representatives be replaced, particularly if such replacement requires the City or the Consultant to undertake additional evaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall commence January 9, 2013 and shall continue until completion of the Services unless sooner terminated pursuant to Section 13, below. If not sooner terminated, this Agreement shall expire May 31, 2015. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the City and shall progress so that the Services are completed in a timely fashion consistent with the City's requirements and with the schedule set forth in the Exhibit B and any modifications thereof approved in writing by the City Manager.

7.0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this contract.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion

may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant 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 other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

11.0 ASSIGNMENT

Consultant 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 Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination plus reasonable termination expenses necessary to properly close out the project, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

All drawings, specifications, and other project related information and documents prepared or furnished by the Consultant shall become the sole and exclusive property of the City upon completion thereof. Upon completion of the Work or upon any earlier termination of this Agreement under Section 13, the Consultant will gather, compile and present to the City all drawings, specifications and other information prepared under this Agreement, including without

limitation those which reflect changes made during construction. All such information that has not been previously provided to the City shall be provided to the City at no additional charge and in electronic form acceptable to the City. Prints beyond those specified in Exhibit C as included in the contract price shall be furnished, as an additional service, at any other time requested by the City at the rate(s) set forth in Exhibit C. All such project related drawings, specifications and other information and documents furnished by the Consultant to the City, and reproductions thereof, shall be the property of the City who may use them without the Consultant's permission for any other purpose relating to the project, including, but not limited to, additions to or completion of the project. Consultant shall have no liability for any use of the documents for any purpose other than the project, and no warranties set forth in this Agreement shall apply to the unauthorized use of such documents. Notwithstanding the forgoing, nothing in this Section is intended to transfer pre-existing intellectual property incorporated in the instruments of service to the City. Rather, the Consultant retains ownership of its intellectual property for its records and all future business development use. The Consultant may reference the project in its business development activities but may not use any City logo or any City confidential information for any purpose unrelated to the project without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, each party shall be responsible for and bear its own attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.
- 16.3 All provisions of this Agreement concerning remedies, indemnification, enforcement and warranties shall survive any termination or expiration of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Consultant:

RNL Design, Inc.
Attn: Richard G. Shiffer
1050 17th Ave., Suite A200
Denver, CO 80265
Telephone: (303) 295-1717
Fax: (303) 292-0845

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

CONSULTANT:
RNL Design, Inc.
a Colorado corporation

By: _____
Title: _____

Exhibit A

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

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

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

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

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

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

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

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date

Exhibit B – Scope of Services

[Insert Scope of Service(s)]

EXHIBIT C

{Insert Consultant Service Pricing}

OVERVIEW

RNL is pleased to submit the following scope and fee proposal for providing architectural and engineering services for the City of Louisville's City Services Facility expansion/remodel.

In this proposal reimbursable expenses have been estimated for our entire team for each phase for your reference. These expenses include meals, travel, printing, postage and courier services. Printing includes the cost of printing 10 sets of design documents at each phase for use by the City and the design team.

This proposal is based upon an initial estimated program of approximately 23,000 square feet of maintenance and shop space, a 2 story office/administration component of approximately 10,500 square feet, (2) 3 sided covered parking buildings, a new fuel island, and a new de-icer storage building. According to the City the site acreage is 28.38 acres.

RNL will assist the City with their selection of the CM/GC partner whom the owner will be hiring for pre-construction services under separate contract.

Construction of the new facility will need to be phased to ensure that the existing public works operation remains intact on site during construction of the new buildings and structures. During design the phasing plan will be discussed with the owner team.

SCOPE OF WORK

Our team will be contracted for 100% design services which will include Program Interviews; Programming; Concept Design, Schematic Design, Design Development, Contract Documents, Permitting/Bidding, Construction Administration, and Post Construction services. RNL's Basic Services will include all disciplines reasonably required to complete the work, including architecture, interior design, civil, structural, mechanical, electrical and plumbing engineering, maintenance/equipment consulting, landscape architecture, daylight modeling, fuel system engineering, energy modeling, life cycle cost analysis, and irrigation design. Additionally we have provided additional services for your review and approval which include a 1/16" scale model, 3rd Party HVAC and

DENVER
1050 17TH STREET
SUITE A-200
DENVER CO 80265
T 303 295 1717
F 303 292 0845

LOS ANGELES
PHOENIX

lighting design reviews, commissioning, enhanced commissioning, FF&E, irrigation, a facility maintenance plan, and equipment orientation. If interested in any of this scope of work, these services can be contracted now or at a later date through a contract amendment.

- **Programming**

- The RNL team will meet with and solicit input on the existing extent of the City's Public Works and Parks departments to discuss the previously completed program.
- The information in this survey will be tested. Additional 20 year program numbers will be established beyond the current 10 year program projection.
- The program will be reviewed with the City's key project team members prior to the commencement of concept design. The City's will provide the team with written approval of the program document.

- **Programming, Design Charette and Concept Design (4 weeks)**

- **February 8, 2013 Deliverables Date**

- -The RNL team will meet with and solicit input on the existing extent of the City's Public Works and Parks departments to discuss the previously completed program.
- The information in this survey will be tested. Additional 20 year program numbers will be established beyond the current 10 year program projection.
- The program will be reviewed with the City's key project team members prior to the commencement of concept design. The City's will provide the team with written approval of the program document.
- 4 day charette scheduled in one of the City of Louisville's meeting spaces
- Morning presentation of concept site plans generated after completion of programming

- Afternoon work session to refine designs and address comments provided by the City of Louisville's core project team during the morning presentation.
- Following morning design presentation and discussion
- Following afternoon work session
- Following morning design presentation and discussion
- Following afternoon work session
- Following morning design presentation and charrette wrap up

During the charrette and the following three weeks the concept design will focus on a balanced approach of quality, functionality, and sustainability, with the goal to being to create a 21st Century municipal Public Works and Parks facility. The RNL team will address the following criteria during programming and conceptual design.

- Space Flexibility/Technological Flexibility
- Future Growth Requirements for Involved Work Teams
- Adequate Training Space for Combined Team Meetings
- Environmental Responsibility
- Stormwater Quality and Detention
- Security Challenges—Customer Friendly Reception with Required Security

- **Schematic Design (5 weeks)**

- **March 22, 2013 Deliverables Date**

After written approval from the City of Louisville's management team, RNL will move into Schematic Design (SD). During this phase the RNL team will develop the concept design into working drawings that accurately reflect the design of City's new Public Works and Parks facility. Final deliverables will include the following.

- General Information
- Life Safety Plans and Code Analysis
- Civil Site Plan
- Civil Utilities Plans
- Civil Erosion Control Plan
- Civil Drainage Plan

- Civil Grading Plan
- Civil Drainage Report
- Landscape Plan and Details
- Architectural Floor Plans
- Covered Parking Plans and Roof Plans
- Fuel Island Plan
- Architectural Roof Plans
- Architectural Elevations
- Architectural Sections
- Architectural Room Finish Schedule
- Architectural Door Schedule
- Architectural Outline Specification
- Architectural Finishes/Products Cutsheets
- Structural Framing Plans
- Structural Narrative
- Mechanical Engineering Narrative
- Electrical Engineering Narrative
- Plumbing Engineering Narrative
- Equipment Plan
- Equipment Binder
- Fuel system design narrative
- Sustainable Design Report

Throughout design we will work diligently with the City to assure that the final schematic design package and the cost estimate are approved by the City of Louisville's management team prior to submitting the package to City Council for project approval.

- **Final PUD (4 weeks – in conjunction with SD)**

- **March 7, 2013 Deliverables Date**

During Schematic Design, RNL will submit the Planned Unit Development package to the City for approval. We understand this package needs to include the following drawings.

- Rendered Site Plan with preliminary landscape plan and tree count

- Utility Plans
- Grading Plans
- Drainage Report (Coordinated with flood plain development project)
- Building Floor Plans with overall dimensions
- Building Elevations with material call outs

- **Design Development (6 weeks)**

- **May 10, 2013 Deliverables Date**

After written approval from the City of Louisville's management team, RNL will move into Design Development (DD). During this phase the RNL team will further develop the schematic design working drawings that accurately reflect the design of City's new Public Works and Parks facility. RNL will conduct a collision check analysis of all the various systems and models to ensure constructability of the project.

RNL will assist the Owner with the selection of a CM/GC partner during this phase. This partner will provide pre-construction services and help the design team with pricing and constructability reviews throughout the duration of design.

Final deliverables will include the following.

- General Information
- Life Safety Plans and Code Analysis
- Civil Site Plan
- Civil Utilities Plans
- Civil Erosion Control Plan
- Civil Drainage Plan
- Civil Grading Plan
- Landscape Plan and Details
- Architectural Floor Plans
- Covered Parking Plans and Roof Plans
- Fuel Island Plan
- Architectural Roof Plans
- Architectural Elevations
- Architectural Sections

- Vertical Circulation Plans and Sections
- Architectural Wall Sections
- Plan Details
- Section Details
- Interior Elevations
- Architectural Room Finish Schedule
- Architectural Door Schedule
- Architectural Specification
- Structural Foundation Plans
- Structural Framing Plans
- Mechanical Plans and Schedules
- Electrical Plans and Schedules
- Plumbing Plans and Schedules
- Equipment Plan and Schedules
- Fuel system Plans and Details

- **Contract Documents & Guaranteed Maximum Price (8 weeks)**

- **July 3, 2013 Deliverables Date**

After written approval from the City of Louisville's management team, RNL will move into Contract Documents(CD). During this phase the RNL team will further develop the design development working drawings into bidding, permitting, and construction documents. RNL will conduct a collision check analysis of all the various systems and models to ensure constructability of the project.

During the CD phase, RNL will provide a 70% level of completion drawing and specification package to the CM/GC partner for pricing. This package will be used for the Guaranteed Maximum Price deliverable to the Owner.

Final deliverables will include the following.

- General Information
- Life Safety Plans and Code Analysis
- ADA Plans and clearances
- Civil Site Plan

- Civil Utilities Plans and Profiles
 - Civil Erosion Control Plan
 - Civil Drainage Plan
 - Civil Grading Plan
 - Landscape Plan and Details
 - Architectural Floor Plans
 - Covered Parking Plans and Roof Plans
 - Fuel Island Plan
 - Architectural Roof Plans
 - Architectural Elevations
 - Architectural Sections
 - Vertical Circulation Plans and Sections
 - Architectural Wall Sections
 - Plan Details
 - Section Details
 - Interior Elevations
 - Architectural Room Finish Schedule
 - Architectural Door Schedule and Details
 - Architectural Window Schedule and Details
 - Architectural Louver Schedule and Details
 - Architectural Specification
 - Structural Foundation Plans
 - Structural Framing Plans
 - Mechanical Plans and Schedules
 - Electrical Plans and Schedules
 - Plumbing Plans and Schedules
 - Equipment Plan and Schedules
 - Fuel system Plans and Details
- **Permitting (6 weeks)**
 - August 14, 2013 Deliverables Date**
- Upon completion of the contract documents, RNL will assist the City and the CM/GC partner as they bid the project. RNL will answer any questions from the bidders and will conduct a pre-proposal conference at the City Hall for all interested bidders. Prior to bidding RNL will assist in the pre-qualification of

bidders to ensure that all parties bidding on the project are qualified and have experience building these types of projects.

In conjunction with the bidding process, RNL will assist in the permitting process. Our team will answer all questions from the building department and make any changes or adjustments to the drawings if required.

- **Construction Administration (Assumed 40 weeks)**

- **May 2014 Assumed Completion Date**

RNL will attend bi-weekly Owner, Architect, Contractor meetings during construction (20 total). We are assuming a 40 week construction period based on previous projects but the actual construction duration is to be determined. RNL will provide bi-weekly site reports that document and describe the project's construction progress.

RNL will review all required submittals as provided by the GC.

RNL will answer all RFIs (Request for Information) and if required issue additional ASIs (Architect's Supplemental Instructions).

RNL will review all contractor pay applications to ensure that the work has been completed, meets the intent of the contract documents, is professional and of reasonable quality.

RNL will conduct a punch list of the entire project once the contractor has completed construction. RNL will issue the punch list to the contractor to correct or complete all items on the list.

- **Post Construction Services (11 months)**
 - **April 2015 Assumed Completion Date**

RNL will complete an 11 month warranty review to ensure that all punch list items have been completed by the contractor.

RNL will complete as-built record drawings based on the information provided from the contractor that documents any in-field changes made during construction. Final record drawings will be provided to the owner in hard copy and digitally.

- **Team Fees and Expenses**

A complete breakdown of all team fees and estimated expenses is provided on the following page. The fees have been calculated based on the intended overall scope of work for the entire project and the estimated construction cost. The City has requested a construction start date in late summer or early fall of 2013.

LOUISVILLE CITY SERVICES FACILITY EXPANSION/REMODEL
Louisville, CO

PROPOSED FEES AND EXPENSES for \$6.2M Construction Budget

| <i>Firm</i> | <i>Discipline</i> | 4 weeks <i>Programming/ Concept Des</i> | 5 weeks <i>Sch Design & PUD</i> | 6 weeks <i>Des Developmt</i> | 8 Weeks <i>Constr Docs & GMP</i> | 6 weeks <i>Permitting</i> | 40 weeks <i>Construction Administration</i> | 48 weeks <i>Post Construction</i> | |
|--|---|--|--|---------------------------------|---|------------------------------|--|--|------------------|
| RNL | Architecture / Interior Design / Lighting / Daylighting | \$18,000 | \$35,000 | \$45,000 | \$95,550 | \$10,000 | \$65,000 | \$4,000 | \$272,550 |
| Huitt Zollars | Structural Engineering | \$0 | \$7,780 | \$27,755 | \$25,525 | \$500 | \$2,620 | \$1,250 | \$65,430 |
| RMH Group | MEP Engineering | \$0 | \$11,200 | \$28,000 | \$37,000 | \$1,800 | \$15,000 | \$2,000 | \$95,000 |
| Martin Martin | Civil Engineering | \$1,950 | \$2,900 | \$21,200 | \$29,550 | \$500 | \$4,250 | \$1,250 | \$61,600 |
| RNL | Landscape Architecture | \$0 | \$5,000 | \$5,000 | \$5,000 | \$500 | \$750 | \$0 | \$16,250 |
| MDG | Programming/Equipment | \$18,496 | \$9,504 | \$16,816 | \$9,056 | \$640 | \$9,984 | \$0 | \$64,496 |
| Johan Kemp | Cost Estimating | \$0 | \$4,700 | \$10,600 | \$4,400 | \$0 | \$0 | \$0 | \$19,700 |
| TBD | Energy Modeling/Life Cycle Cost Analysis | \$0.00 | \$0 | \$12,700.00 | \$6,700 | \$0 | \$0 | \$0 | \$19,400 |
| TBD | Irrigation | \$0.00 | \$1,500 | \$1,500 | \$1,000 | \$0 | \$0 | \$0 | \$4,000 |
| Sub-Total RNL Basic Services | | \$38,446 | \$76,084 | \$154,371 | \$206,081 | \$13,940 | \$97,604 | \$8,500 | \$618,426 |
| Estimated Reimbursables | All Disciplines (mileage, printing, materials) | \$2,500.00 | \$7,500 | \$7,500.00 | \$7,500 | \$1,500 | \$10,000 | \$1,000 | \$37,500 |
| ADDITIONAL SERVICES (NOT INCLUDED IN PROPOSAL SERVICES) | | | | | | | | | |
| Planning Submittal | 1/16" Scale Physical Model | | | \$20,000.00 | | | | | \$20,000 |
| Ambient Energy | HVAC and Lighting 3rd Party Energy Reviews | | | \$1,200.00 | \$1,200 | | | | \$2,400 |
| Ambient Energy | Fundamental and Enhanced Commissioning | | | | | | \$10,000 | \$25,000 | \$35,000 |
| RNL | FF&E | | | | \$25,000 | | | | \$25,000 |
| MDG | Facility Maintenance Plan | | | | | | | \$27,328 | \$27,328 |
| MDG | Equipment Orientation | | | | | | | \$3,576 | \$3,576 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | \$0.00 | \$0.00 | \$21,200.00 | \$26,200.00 | \$0.00 | \$10,000.00 | | \$113,304.00 |



2013 RNL Design Hourly Billing Rates

(including architecture, engineering, urban design, landscape and interiors)

| | Rate |
|-------------------------|--------|
| Principal | \$ 225 |
| Designer Sr | \$ 190 |
| Urban Design Sr | \$ 185 |
| Project Manager Sr | \$ 185 |
| Landscape Sr | \$ 185 |
| Sustainability Director | \$ 160 |
| Project Manager | \$ 155 |
| Architectural Sr | \$ 150 |
| Specifications Writer | \$ 145 |
| Architectural | \$ 125 |
| Designer | \$ 125 |
| Interiors Sr | \$ 125 |
| Architectural Intern 2 | \$ 100 |
| Engineer | \$ 100 |
| Interiors | \$ 100 |
| Landscape | \$ 100 |
| Planner | \$ 100 |
| Architectural Intern 1 | \$ 90 |
| Graphics | \$ 90 |
| Corp Administration | \$ 80 |
| Project Administration | \$ 80 |
| Visualization | \$ 70 |

Hourly rates are subject to annual adjustment.



DENVER

**2013
HOURLY RATE SHEET**

Engineering/Architecture

| | |
|-------------------------------------|-----------|
| Principal-In-Charge. | \$ 200.00 |
| QA/QC Manger. | \$ 190.00 |
| Sr. Project Manager. | \$ 185.00 |
| Project Manager. | \$ 165.00 |
| Sr. Civil Engineer. | \$ 135.00 |
| Civil Engineer. | \$ 120.00 |
| Sr. Structural Engineer. | \$ 165.00 |
| Structural Engineer. | \$ 125.00 |
| Engineer Intern. | \$ 100.00 |
| Sr. Architect. | \$ 125.00 |
| Architect. | \$ 105.00 |
| Architect Intern. | \$ 90.00 |
| Sr. Landscape Architect. | \$ 145.00 |
| Landscape Architect. | \$ 105.00 |
| Landscape Architect Intern. | \$ 80.00 |
| Sr. Designer. | \$ 110.00 |
| Designer. | \$ 95.00 |
| Sr. CADD Technician. | \$ 75.00 |
| CADD Technician. | \$ 65.00 |

Administrative

| | |
|------------------------------|----------|
| Sr. Project Support. | \$ 70.00 |
| Project Support. | \$ 50.00 |

Survey

| | |
|----------------------------|-----------|
| Survey Manager | \$ 125.00 |
| Survey Technician. | \$ 85.00 |

Survey Crews

| | |
|-----------------------------------|-----------|
| 2-Person Survey Crew. | \$ 135.00 |
| 3-Person Survey Crew. | \$ 200.00 |
| 1-Person Survey Crew-GPS. | \$ 120.00 |
| 2-Person Survey Crew-GPS. | \$ 150.00 |

Construction

| | |
|---|-----------|
| Construction Manager. | \$ 165.00 |
| Construction Observer. | \$ 100.00 |
| Resident Project Representative | \$ 100.00 |

Reimbursable Expenses

| | |
|------------------------------|-------------|
| Outside Services. | Cost + 10% |
| Outside Consultants. | Cost + 10% |
| Mileage. | \$0.55/mile |



2013 Hourly Rate Schedule

The following hourly rates are MDG Standard Billing Rates including overhead and profit.

| | |
|--------------------------------|----------|
| Facility Design Principal | \$230.00 |
| Senior Facility Design Manager | \$160.00 |
| Senior Facility Designer | \$112.00 |
| Facility Designer | \$ 88.00 |
| Administrative | \$ 68.00 |

Hourly rates are subject to annual adjustment

Direct expenses will be billed as incurred plus a 10% handling charge.

- D. "Additional Services" will be provided on an hourly basis following the Schedule of Rates and Charges listed below.
- E. If Martin/Martin is required to provide services under this Agreement beyond December 31, 2014, compensation will be increased 5% per six month period beyond that date.
- F. As stated herein, compensation for hourly services or "Additional Services" to Martin/Martin will be according to the following Schedule of 2012 Rates and Charges:

| 1. <u>Title</u> | <u>Rate</u> | <u>Title</u> | <u>Rate</u> |
|----------------------------|-------------|----------------------------------|-------------|
| Principal | \$160.00 | CAD Operator II | \$70.00 |
| Associate..... | \$135.00 | CAD Operator I | \$60.00 |
| Sr. Project Engineer | \$125.00 | Survey Manager | \$135.00 |
| Project Engineer..... | \$110.00 | Survey Crew (2-man) | \$145.00 |
| Professional Engineer..... | \$100.00 | Survey Crew (1-man) | \$110.00 |
| Engineer EIT II..... | \$90.00 | Survey Technician II (LSIT)..... | \$85.00 |
| Engineer EIT I..... | \$80.00 | Survey Technician I | \$75.00 |
| Hydrologist | \$105.00 | Construction Services Rep..... | \$90.00 |
| Sr. Designer | \$105.00 | Administrative | \$55.00 |
| Designer..... | \$93.00 | Engineer Intern | \$45.00 |
| CAD Technician | \$80.00 | | |

These rates are subject to change at the beginning of each year.

- 2. In house plotting and printing costs will be charged as follows:
 Photo copies at \$0.04 per sheet.
 Color photo copies \$0.25 per sheet.
 Bond Sheets \$0.10 per s.f.
 Mylars at \$3.40 per s.f.
 Color plots \$6.00 per s.f.
 Mileage will be charged at \$0.555 per mile.
- 3. Other consultant or professional services provided by others but furnished by Martin/Martin under this Agreement at a multiple of 1.1 times amount billed to Martin/Martin.
- 4. Non-labor expense such as transportation, subsistence, lodging, long distance telephone, field office, outside reproduction, and shipping/messenger service at a multiple of 1.1 times amount billed to Martin/Martin.
- 5. Funds advanced by Martin/Martin for permit fees, applications and incidental project fees will be reimbursed to Martin/Martin at Martin/Martin's cost plus 10%.

- **Schedule of Hourly Rates**

These rates are normally levied on an hourly basis at rates effective to 31 December, 2013 as follows:

| | |
|---------------------------------|--------------------------|
| Principal | \$120.00 per hour |
| Senior Project Estimator | \$105.00 per hour |
| Project Estimator | \$ 95.00 per hour |
| Administrative Assistant | \$ 50.00 per hour |

- **Expenses**

This proposal includes expenses comprising travel, accommodation, printing (8-1/2 x 11 – B&W) long distance calls, express delivery and courier services. All other expenses are all reimbursable at net cost plus a 5% administrative fee.

- **Acceptance**

Please note that this proposal has been prepared as a total package with all services rendered and that any omissions hereto will revert this proposal to the original dated December 31, 2012. I hope you will find this proposal acceptable and would appreciate your indication of this by return letter or e-mail.

Once again, thank you for considering me and I look forward to working with you on this project. I would of course, welcome the opportunity to discuss the content and structure of this proposal in more detail at your convenience.

I assure you of our very best attention at all times.

Sincerely,



Johan J Kemp

Schedule of Hourly Rates
The RMH Group, Inc.

Rate #13R
09/01/12

The following hourly billing rates include all cost and markup for hourly contracts except reimbursables such as travel and reproduction.

| | |
|--|----------|
| PROJECT PRINCIPAL/SENIOR PROJ. MANAGER/SENIOR ENGR. SPECIALIST | \$200.00 |
| PROJECT MANAGER III/ENGINEER SPECIALIST | \$183.00 |
| PROJECT MANAGER II/PROJECT ENGINEER III/LEADER III | \$168.00 |
| PROJECT MANAGER I/PROJECT ENGINEER II/LEADER II | \$152.00 |
| PROJECT ENGINEER I/LEADER I/DESIGNER V | \$140.00 |
| ENGINEER III/DESIGNER IV | \$130.00 |
| ENGINEER II/DESIGNER III/CAD OPERATOR IV | \$115.00 |
| ENGINEER I/DESIGNER II/CAD OPERATOR III..... | \$101.00 |
| JR. ENGINEER/DESIGNER I/CAD OPERATOR II..... | \$94.00 |
| DRAFTER II/CAD OPERATOR I..... | \$81.00 |
| DRAFTER I..... | \$77.00 |
| SENIOR LIGHTING DESIGNER | \$162.00 |
| LIGHTING DESIGNER | \$126.00 |
| TECHNICAL WRITER/GRAPHICS SPECIALIST/ ACCOUNTING/ FINANCE/ IS | \$115.00 |
| PROJECT ADMINISTRATOR/ENGINEERING AIDE | \$80.00 |
| WORD PROCESSOR/ ADMINISTRATIVE ASSISTANT | \$74.00 |
| CAD WORKSTATION * | \$ 8.00 |

The above rates apply to normal design and engineering work. The rates for special engineering, studies, or special projects will be established by request. Subcontracted services will be billed at cost plus 10%. This rate schedule will be in effect until December 31, 2013. Rates will be annually adjusted based on RMH's normal salary and expense review practices.

* CAD (computer-aided design) operator's time is charged in addition to computer workstation time when equipment is furnished by RMH in locations other than RMH's offices.

SUBJECT: PRESENTATION – ADAM FELS, LOUISVILLE MIDDLE SCHOOL

DATE: JANUARY 8, 2013

PRESENTED BY: CITY MANAGER’S OFFICE

SUMMARY:

Adam Fels, Principal of Louisville Middle School (LMS), has asked to give a short presentation recapping the year a LMS and how they have worked with the City.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

SUBJECT: DESIGNATING 1036 WALNUT STREET A HISTORIC
LANDMARK (*continued from 11/20/12, 12/4/12, & 12/18/12*)

**RESOLUTION NO. 76, SERIES 2012 – A RESOLUTION
DESIGNATING THE GUENZI HOUSE LOCATED AT 1036
WALNUT STREET A HISTORIC LANDMARK**

**RESOLUTION NO. 76, SERIES 2012 – A RESOLUTION
DENYING HISTORIC LANDMARK DESIGNATION TO A HOUSE
AT 1036 WALNUT STREET**

DATE: JANUARY 8, 2013

PRESENTED BY: SCOTT ROBINSON, PLANNING AND BUILDING SAFETY
DEPARTMENT

SUMMARY:

Case #2012-006-LA is a request to landmark a residential structure located at 1036 Walnut Street (Lots 1-5, Block 2, East Louisville). The structure was built around 1908. The applicant and owner is Steve Poppitz.



SUBJECT: RESOLUTION NO. 76, SERIES 2012

DATE: JANUARY 8, 2013

PAGE 2 OF 6

This item was initially heard at the November 20, 2012 City Council meeting, where Council neither approved nor denied the application as the result of a 3-3 tie vote. The item was then continued on December 4 and 18, 2012. Louisville Municipal Code Section 15.36.060 states applications for landmark designation must be either approved or denied by resolution. Accordingly, staff has prepared two resolutions for Council consideration, one approving the application and one denying it. The reasons for approving or denying the application reflect Council members' comments in the November 20 meeting and the points raised in this communication.

HISTORICAL BACKGROUND:

Information from Historian Bridget Bacon

This property is part of East Louisville, platted in 1906 by Bill Lee. The building is currently owned by the applicant, Steve Poppitz, and is used as a single-family residence.

Early Owners; Guenzi Family, 1907-2012

Henry and Josephine Guenzi, Italian immigrants, bought the lots in 1907 and likely built the house in 1908. Henry worked as a coal miner, and died in the influenza epidemic of 1918. Josephine continued living in the house until her death in 1963, where she ran a small business of dressmaking and hemstitching. She had three children: Jennie, Carl, and Edith.

Jennie worked for the Louisville Telephone Exchange, eventually becoming manager. Carl worked as a hoisting engineer at the Hi-Way Mine before he moved to 913 Jefferson, where he started Carl's Electric. Edith worked for Mountain Bell, and took over 1036 Walnut upon her mother's death. She continued to own the house until her death in 2011 at age 100.

(Please refer to attachment for complete history of the property.)

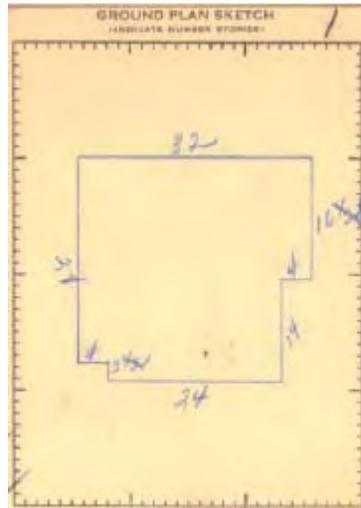


1948 Assessor's Photo

SUBJECT: RESOLUTION NO. 76, SERIES 2012

DATE: JANUARY 8, 2013

PAGE 3 OF 6



1948 Assessor's Layout Sketch



Current Photo – looking south from Walnut Street

CITY COUNCIL COMMUNICATION



Current Photo – looking west from Lee Avenue

ARCHITECTURAL INTEGRITY:

The house was constructed around 1908. It appears to have received at least one addition between 1908 and the 1948 property assessment. The current form is similar to that shown in the 1948 photo. The unique mix of hipped and gabled rooflines is intact, and the footprint looks the same although the original siding and shingles have been replaced.

The east facing windows appear to be original. The north facing façade has one window removed and the others reduced in size since 1948. The vinyl and steel awning over the front door along with the evaporative cooler on the roof are also not original. Overall, the house lacks significant architectural details and does not represent a distinctive style.

HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:

Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A). The City Council may exempt a landmark from the age standard if it is found to be exceptionally important in other significance criteria:

1. *Historic landmarks shall meet one or more of the following criteria:*
 - a. *Architectural.*
 - (1) *Exemplifies specific elements of an architectural style or period.*
 - (2) *Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
 - (3) *Demonstrates superior craftsmanship or high artistic value.*
 - (4) *Represents an innovation in construction, materials or design.*
 - (5) *Style particularly associated with the Louisville area.*
 - (6) *Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
 - (7) *Pattern or grouping of elements representing at least one of the above criteria.*
 - (8) *Significant historic remodel.*
 - b. *Social.*
 - (1) *Site of historic event that had an effect upon society.*
 - (2) *Exemplifies cultural, political, economic or social heritage of the community.*
 - (3) *Association with a notable person or the work of a notable person.*
 - c. *Geographic/environmental.*
 - (1) *Enhances sense of identity of the community.*
 - (2) *An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville....*
3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:*
 - a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
 - b. *Retains original design features, materials and/or character.*
 - c. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
 - d. *Has been accurately reconstructed or restored based on historic documentation.*

While there are arguments supporting finding the property eligible, staff believes this application does not comply with the above criteria. Specifically:

Architectural Significance –

While the house has retained some integrity, it does not exemplify a particular style or exceptional craftsmanship. There is no evidence that it was designed or built by a notable architect either. It may have originally been a typical miner's cabin; but, the additions and remodels, though also potentially historic, have made it no longer representative of the built environment of early immigrant miners.

Social Significance –

The property's long association with the Guenzi family lends it some social significance, considering their Italian heritage, association with coal mining, Josephine's status as an early small businesswoman, and their long ownership. However, the contributions by individual family members and the family as a whole are comparable to others in the early development of Louisville.

FISCAL IMPACT:

Approving this structure as a local landmark would make it eligible for a \$1,000 signing incentive, \$900 Building Assessment grant, a \$5,000 Preservation and Restoration incentive, and future restoration grants of up to \$15,000 available in the Historic Preservation Fund (HPF). All grant requests must be reviewed by the Historical Preservation Commission (HPC) and approved by the City Council. Denying the application would have no direct fiscal impact.

RECOMMENDATION:

Staff recommends Council deny the landmark request for a historical structure at 1036 Walnut Street.

HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on September 17, 2012. It was continued to October 15, 2012. The commission voted 4-1 to recommend approval of the landmark application to City Council. The HPC determined the application represented a built environment of a group of people in an era of history that is culturally significant to Louisville (criterion a.6) because it was built by immigrant miners. The HPC also determined that the property had social significance because of its association of more than 100 years with the Guenzi family.

ATTACHMENTS:

1. Resolution No. 76, Series 2012 (approval)
2. Resolution No. 76, Series 2012 (denial)
3. Historic Preservation Commission Resolution No. 07, Series 2012
4. Landmark Application
5. Social History
6. Presentation

**RESOLUTION NO. 76
SERIES 2012**

A RESOLUTION DESIGNATING THE GUENZI HOUSE LOCATED AT 1036 WALNUT STREET A HISTORIC LANDMARK

WHEREAS, a historic landmark application for the Guenzi House, located at 1036 Walnut Street, on property legally described as Lots 1 through 5, Block 2, East Louisville; has been submitted to the City Council; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1908, and has retained its architectural form since at least 1948, and represents a style and a built environment associated with a group of people in an era of history that is culturally significant to Louisville; and

WHEREAS, the building has social significance because of its association with the Guenzi family for 100 years, including Josephine Guenzi, an early small businesswoman; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structure are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

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

1. The proposed historic landmark application for the Guenzi House is hereby approved and the individual structure is hereby designated a historic landmark to be preserved as such.

2. An incentive of \$1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.
3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 8th day of January, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 76
SERIES 2012**

**A RESOLUTION DENYING HISTORIC LANDMARK DESIGNATION TO A HOUSE AT
1036 WALNUT STREET**

WHEREAS, a historic landmark application for the house located at 1036 Walnut Street, on property legally described as Lots 1 through 5, Block 2, East Louisville; has been submitted to the City Council; and

WHEREAS, the City Staff has reviewed the application and found it not to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, 1036 Walnut Street does not meet the architectural criteria for landmarking of LMC Section 15.36.050.A.1 because it does not exemplify a particular style, demonstrate superior craftsmanship, represent the work of a prominent builder or architect, or represent the built environment of a group of people in an era of history culturally significant to Louisville; and

WHEREAS, 1036 Walnut Street does not meet the social criteria for landmarking of LMC Section 15.36.050.A.1 because it is not associated with a notable person and does not exemplify cultural, political, economic, or social heritage; and

WHEREAS, the City Council finds the architecture and social history of 1036 Walnut Street do not meet the criteria for landmark designation as described in Section 15.36.050.A of the Louisville Municipal Code and therefore do not justify the approval of the historic landmark application.

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

1. The proposed historic landmark application for 1036 Walnut Street is hereby denied.
2. Pursuant to Section 15.36.080 of the Louisville Municipal Code, 1036 Walnut Street may not be resubmitted for consideration as a local historic

landmark for a period of six months following the approval of this resolution.

PASSED AND ADOPTED this 8th day of January, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 07
SERIES 2012**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION APPLICATION FOR AN HISTORICAL RESIDENTIAL
STRUCTURE LOCATED AT 1036 WALNUT STREET**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for an historical residential structure located at 1036 Walnut Street, on property legally described as Lots 1 through 5, Block 2, East Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 1036 Walnut Street (Guenzi House) has social significance because it has a direct relationship to those who were prominent in the early development of Louisville, including Josephine Guenzi, an early small businesswoman, was built by immigrant miners common in Louisville, and was associated with the Guenzi family for over 100 years; and

WHEREAS, the Guenzi House has architectural significance because of its historic integrity and style associated with mining and the surrounding Miner's Field neighborhood; and

WHEREAS, the HPC finds that these and other characteristics specific to the Guenzi House have social and architectural significance as described in Sections 15.36.050.A(1)(a)(5), 15.36.050.A(1)(a)(6), and 15.36.050.A(1)(b)(2) of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the Guenzi House be approved for the following reasons:

1. Architectural integrity including overall form.
2. The social history of the house is strong, with direct relationship to those who contributed to the early development of Louisville.

PASSED AND ADOPTED this _____ day of _____, 2012.

Peter Stewart, Chairperson

Attest:

Secretary

Landmark Designation Nomination Form

(6/09)

7/21/12
DATE ~~6/1/12~~

1000 1000 1000 1000
JUL 23 2012
PLANNING

LANDMARK APPLICATION FOR:

- Individual Site/Building Landmark Historic District

NOMINATION MADE BY:

- Owner City Council
 Historic Preservation Commission Third Party

Name: Steven B. Poppitz
Address: 1036 WALNUT
Phone: 303/564-0052 Email: _____
Relationship to Owner

LOCATION OF PROPOSED LANDMARK:

Address: 1036 Walnut
Legal Description (Lot Number, Block Number, and Subdivision):
LOTS 1-5, BLOCK 2 EAST LOUISVILLE
Property Name (Historic and/or Common): Edith Guenzi's house
Former Addresses (if known): "Edith's Place"

OWNER INFORMATION

(For district applications, please attach separate sheet)

Name: STEVE POPPITZ
Address: 1036 WALNUT
Phone: 303 564-0052

BOUNDARIES and TYPE OF DESIGNATION

Description of Boundary Determination:
Lots 1-5, Block 2, E. Lou.

CLASSIFICATION

| Category | Ownership | Status | Present Use | Existing Designation |
|--|---|--|---|--|
| <input checked="" type="checkbox"/> Building | <input type="checkbox"/> Public | <input checked="" type="checkbox"/> Occupied | <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> National Register |
| <input type="checkbox"/> Structure | <input checked="" type="checkbox"/> Private | <input type="checkbox"/> Unoccupied | <input type="checkbox"/> Commercial | <input type="checkbox"/> Colorado Register |
| <input type="checkbox"/> Site | | | <input type="checkbox"/> Educational | |
| <input type="checkbox"/> District | | | <input type="checkbox"/> Religious | |
| <input type="checkbox"/> Object | | | <input type="checkbox"/> Agricultural | |
| | | | <input type="checkbox"/> Government | |
| | | | <input type="checkbox"/> Other | |

SIGNIFICANCE

Site/Building is Over 50 Years Old and meet one of the following standards

Historic Landmark of Significance – must meet one (1) or more of the following criteria

Architectural Significance: The property:

- exemplifies specific elements of an architectural style or period;
- is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
- represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
- shows a pattern or grouping of elements representing at least one of the above criteria; or
- is a significant historic remodel.

Social Significance: The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.

Geographic or Environmental Significance: The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

Prehistoric or Archaeological Site The property has yielded, or may be likely to yield, information important in prehistory or history

HISTORICAL INFORMATION

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

ARCHITECTURAL and PHYSICAL DESCRIPTION

(Attach a separate sheet if needed)

Construction Date:

Architect/Builder:

Building Materials:

Architectural Style:

Special Features/Surroundings:

Describe any additions or alterations to the property:

REFERENCE LIST or SOURCES OF INFORMATION

(Attach a separate sheet if needed)

Jay

Ron Richardson

665-3000

PHOTOS

Please include photos of EACH ELEVATION of EACH BUILDING and STRUCTURE on the property.

| |
|---|
| <p>FOR OFFICE USE ONLY</p> <p>Application Number _____</p> <p>Date Filed with Planning Department _____</p> <p>Date Determined "Eligible" _____ Date Determined "Ineligible" _____</p> <p>Application <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p>HPC Resolution # _____ CC Resolution # _____</p> <p>Date Recorded _____</p> |
|---|

Historic Landmark Agreement

Property Address: 1036 WALNUT ST., Louisville, CO 80027

Property Legal Description: LOTS 1-5, BLOCK 2
EAST LOUISVILLE

The undersigned owner(s) hereby agrees that the property above described be considered for local historic landmark designation, pursuant to the Louisville Landmark Preservation Ordinance, Ordinance No. 1463, Series 2005, as codified in Chapter 15.36 of the Louisville Municipal Code and amended from time to time (the "Ordinance").

I understand that upon designation, I or my successors in ownership of the property will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance prior to the occurrence of any of the following:

- 1. Reconstruction or alteration of the exterior of the improvements on the property, or;
- 2. Construction of, addition to, or demolition of improvements on the property.

I further understand that I or my successors in ownership will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance if a building permit for the property is requested for any one of the following:

- 1. Alteration or reconstruction of or an addition to the exterior of any improvement which constitutes all or part of a landmark structure or landmark district;
- 2. Demolition or relocation of any improvement which constitutes all or part of a landmark structure or landmark district; or
- 3. Construction or erection of or an addition to any improvement upon any land included in a landmark district.

I understand that as part of any such review process, the Historic Preservation Commission shall be under the time constraints and other requirements as set forth in the Ordinance.

I also understand that any historic landmark designation for the property transfers with the title of the property should the property be sold.

DATED this 23rd day of JULY, ~~200~~ 2012

STEVEN B. POPPITZ
Owner Name (please print)

[Signature]
Owner Signature

State of Colorado

County of Boulder

Subscribed and sworn before me this 23rd day of July, 2012
by Steven Brent Poppitz

Witness my hand and official seal. My commission expires May 7, 2013.

[Signature]
Notary Public



My Comm. Exp. May 7, 2013



1036 Walnut Street History

Legal Description: Lots 1 through 5, Block 2, East Louisville subdivision

Year of Construction: 1908 (see discussion below)

Architect: Unknown

Previous addresses used to refer to this property: No other address for this house was found. Before the current address system was instituted in 1939, this home was simply referred to as being in East Louisville.

Summary: This was the home of the Josephine Guenzi family, an Italian family, for over one hundred years. No other family was found to have been associated with the house.

Development of East Louisville

William “Bill” J. Lee platted East Louisville in 1906. According to the *Louisville Historian* issue #85 (Winter 2010), William Lee “is one of a number of people who played prominent roles in Louisville in the past and about whom little is generally known today, many decades later. Born in Wisconsin in 1857, Bill Lee found his way to Louisville in the 1890s with his brother, George. They purchased land from Rebecca Welch and platted the subdivision of East Louisville in 1906. This area includes Miners Field and the streets of South, Walnut, Spruce, Park, and Lee between the railroad tracks and today’s Highway 42. They sold the house lots quickly, perhaps because of the proximity of East Louisville to the Hecla, Rex #1, and Rex #2 coal mines that were in operation along the eastern edge of Louisville at the time. A large proportion of the first purchasers of these lots were members of Louisville’s growing Italian population.”

As an illustration of the prevalence of Italian families in this small neighborhood, the three historical homes across the street from 1036 Walnut on this very short section of Walnut Street between the railroad tracks and Miners Field were also home to Italian families in the early 1900s: a different Guenzi family at 1013 Walnut; the Jordinelli family at 1021 Walnut; and the Piccone, Salvi, and Ferrari families at 1037 Walnut.

Ownership by the Guenzi Family, 1907-2012

The story of this house is the story of Josephine (Giuseppina) Luisetti Guenzi and her family. (This family was one of three distinct Guenzi families in Louisville.) It is believed that she was born in Castelletto Ticino, Novara, in the region of Piedmont in northern Italy in the 1870s, married Carlo Guenzi in 1895 in

Italy, and immigrated to the US with him in about 1898. They went to Silver Plume, Colorado and had a daughter, Jennie, in 1899. Carlo Guenzi was killed the same year in a mining accident in Silver Plume.

Josephine remarried in Silver Plume in 1903 to Enrico (also known as both Henry and Harry) Guenzi. It has been reported by the Guenzi family that he was not related to Josephine's first husband, Carlo Guenzi. They then moved to Louisville, where they had at least two children together: Carlo, or Carl, born in 1904, and Edith, born in 1910.

Following the platting of East Louisville by William J. Lee and George A. Lee in 1906, the Lee brothers sold these lots in 1907 to Henry Guenzi, husband of Josephine Guenzi.

Henry Guenzi was born in Italy in 1866. In Louisville, he worked as a coal miner. He died in 1918. According to the family, he died in the influenza epidemic.

Census records and directories show that Josephine continued to live in this home in Louisville as a single mother with her children. Josephine Guenzi's daughter, Jennie Guenzi, started as a telephone operator at age 14 and became the manager of the Louisville telephone exchange. Jennie married Rome Perrella in 1920. She died in 1992.

Son Carl worked as a coal miner. Directories show that he lived at 1036 Walnut until the time of his marriage. For example, the 1946 directory shows that Carl, Edith, and their mother, Josephine, were living at 1036 Walnut and he was working as a hoisting engineer at the Hi-Way Mine. He married Palmira Guenzi in 1948 and went to live with her at 913 Jefferson, a location at which he also started a business called Carl's Electric. Palmira was a member of a Guenzi family in Louisville that was not closely related, if at all, to this Guenzi family. Carl Guenzi passed away in 1966.

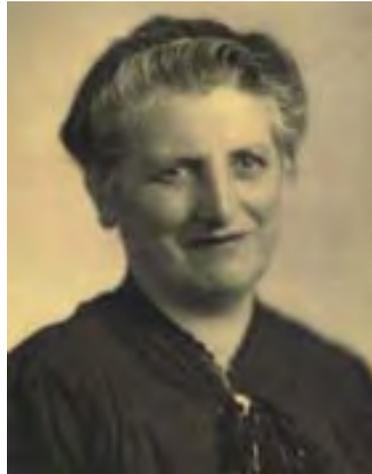
Josephine Guenzi died in 1963. However, Josephine's third child who lived to adulthood, Edith Guenzi, became the property's legal owner and continued to live at 1036 Walnut until near the end of her life. She had graduated from Louisville High School in 1929 and attended Barnes College. The following is Edith Guenzi's senior photo:



Edith Guenzi had a career working for the telephone company, Mountain Bell. It was perhaps for this reason that she was given the telephone number at 1036 Walnut of "5," believed to have been the only single digit telephone number in Louisville. She retired from Mountain Bell after forty-five years as a

data processor. She resided at area retirement communities as she became elderly and passed away in 2011 at the age of 100. In 2012, the house was sold by the representative of her estate to the current owner, Steve Poppitz.

A Guenzi family history prepared by Guenzi relative Verda Guenzi Hansberry, a copy of which is at the Louisville Historical Museum, states that Josephine was called “Zia” (Italian for “aunt”) by other members of the Guenzi family and that she walked from her home at 1036 Walnut across the tracks to mass at the St. Louis Catholic Church every day. The following is a photo of Josephine Guenzi:



Josephine Guenzi is also remembered for a small business that she had in her home to do dressmaking and hemstitching for clients. A hemstitch is a decorative stitch bordering a hem. Louisville women would bring fabrics such as tablecloths, handkerchiefs, and pillow cases to her to hemstitch. Sometimes the women would then add crochet work themselves after the initial hemstitch had been added.

In 2011, Josephine Guenzi’s hemstitch machine was donated to the Louisville Historical Museum by a member of the public who had acquired it from the family. In accepting this donation for the Museum, the Louisville Historical Commission noted that it represented women’s work in Louisville as well as being connected to Louisville’s Italian heritage and business history.

The following two images are from the 1948 Boulder County Assessor card and show the house from that time along with a sketch of the layout. The photo is believed to date from 1948. Notations on the card indicate that sketch was made in 1948.





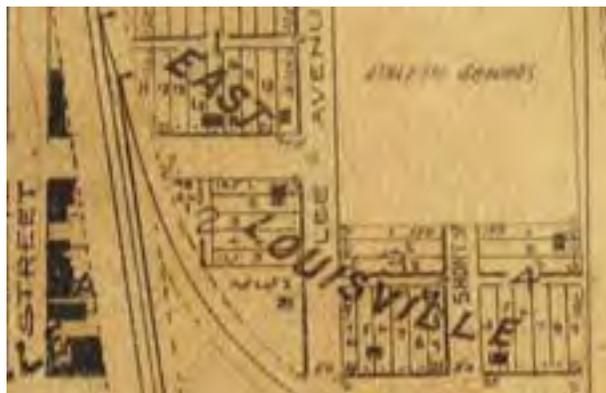
Discussion of Construction Date

The house at 1036 Walnut is believed to have been constructed in 1908, which is slightly earlier than the date of 1910 given on the Boulder County Assessor's website.

The County Assessor card for 1036, which has notations dating from 1948 and 1950, gave the estimate that the house was forty years old. This estimate was noted to have been based on information from the owner. The County may have later concluded that this was written in 1950, but an examination of the card shows that it is more likely that this estimate was written in 1948.

Another piece of evidence supporting the construction date of circa 1908 is the fact that the year before, in 1907, Henry Guenzi (the owner who purchased the five lots in 1907) granted a deed of trust to Ernest Grill Lumber. Deeds of trust granted to lumber companies can be an indication of construction work on a property.

Most persuasive with respect to the 1908 date is the fact that this house is shown on the 1909 Drumm's Wall Map of Louisville, so it was certainly constructed before 1910. In the image below, which shows 1036 Walnut in approximately the center, attention should be drawn to the house's proximity to Miners Field (which was called the Athletic Grounds on the 1909 map; it was used as a ball field starting in the 1880s or 1890s and was officially donated to the town as the first park in 1923) on the east and to the railroad spur that went towards Lafayette located to the southwest of the house:



The 1910 census shows that the Henry and Josephine Guenzi family was already living in Louisville in this general area at that time in a house that they owned.

2000 Inventory Record for 1036 Walnut

In 2000, this property was surveyed as one of a group of historic properties in Louisville.

(More information has been found with respect to 1036 Walnut since the time of the 2000 survey. For example, the 2000 survey stated that the house was associated with the Guenzi family since the late 1930s. It is now known that it was associated with the Guenzi family for much longer, probably since 1908 (and the property since 1907). In addition, the 2000 survey included, with respect to this house, information about other people in Louisville with the last name of Guenzi who were not associated with this particular house. Last, the 2000 survey specifically relied on the County's construction date of 1910 and did not refer to the 1909 Drumm's Wall Map of Louisville that shows the house. The house is now believed to have been constructed in 1908.)

The 2000 survey also included the following statements with respect to the house's architecture and the statement of significance:

General Architectural Description: The Guenzi House is located at the southwest corner of Walnut Street and Lee Avenue, in the eastern part of Louisville. In addition to the house, the property also consists of two garages, both located east of the residence. The house is a single-story wood-frame dwelling, supported by a low concrete foundation. The house's exterior walls have been clad with horizontal aluminum siding, and the roof is an intersecting hip and gable, grey asphalt shingles and boxed eaves. A red brick chimney is located on the interior of the west elevation. Windows on the house are 1/1 and 2/2 double-hung sash, with painted white wood frames and surrounds, and with aluminum storm windows. Two painted white wood-paneled doors, with aluminum storm doors, open onto concrete sidewalks on the house's north and west elevations.

Statement of Significance: The Guenzi House property is historically significant, relative to National Register Criterion A, for its associations with residential development in this eastern Louisville neighborhood in the years prior to 1950. The property's significance and integrity, though, is probably not to the extent that would qualify it for individual listing in the National Register of Historic Places.

Assessment of historic physical integrity related to significance: This building's historical integrity has been compromised slightly by the application of vinyl siding over the historic exterior wall materials. There have been no additions to the house within the past forty years. The construction of a new garage, circa 1980, has diminished the integrity of setting to some extent.

The inventory record on 1036 Walnut from 2000 states the following with respect to the two garages (and elsewhere estimates that the two-car garage dates to the 1970s or 1980s and that the single-car garage dates from the 1920s or 1930s):

A two-car Garage is located west of the house. This is a wood frame structure, supported by a concrete slab foundation and floor. The garage's exterior walls are painted white horizontal masonite siding, and the roof is a moderately-pitched front gable, with green asphalt shingles and boxed eaves. There is one 1x1 horizontal sliding window, located on the south elevation. A painted white wood-paneled door, with nine upper sash lights, and with a wood screen door, opens onto a concrete stoop, on the east elevation. A painted white wood-paneled roll away garage door opens toward Walnut Street on the building's north elevation.

A much older single-car Garage is located just to the west of the larger garage. This structure has a wood timbers on grade foundation, and painted white horizontal weatherboard walls, with 1" by 4" corner boards. The roof is a moderately-pitched front gable, with green asphalt shingles over 1x wood decking and 2x wood rafters. There are no windows. Paired, painted white, vertical wood plank garage doors open toward Walnut Street on the north elevation. A single, painted white wood-paneled door is located at the south end of the east elevation.

The following photo is from the 2000 inventory record and shows 1036 Walnut at that time, which resembles its appearance now:



The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, obituary records, and historical photographs from the collection of the Louisville Historical Museum.

City Council – Public Hearing
1036 Walnut Street – Landmark
Resolution No. 76, Series 2012

1036 WALNUT STREET RESIDENTIAL LANDMARK DETERMINATION

Prepared by:
Dept. of Planning & Building Safety

January 8, 2013



1036 Walnut – Background

- Built around 1908
- Owned by the Guenzi family for 104 years
- Henry Guenzi was a miner in Louisville
- Josephine Guenzi ran a dressmaking business
- Edith Guenzi, daughter, lived in house after Josephine's death
- The house started as a typical miner's cabin, and was expanded before 1948

1036 Walnut – Photos



1036 Walnut – Conclusion

Staff recommends denial of the application to landmark the Guenzi House for the following reasons:

1. The house lacks architectural significance, considering its alterations.
2. The house lacks significant social history.

HPC recommends approval of the application to landmark the Guenzi House for the following reasons:

1. The style is associated with early immigrant miners in Louisville.
2. The social history of the house is significant because the house was owned by the Guenzi family for 104 years, including a miner and small businesswoman.

SUBJECT: RESOLUTION NO. 2, SERIES 2013 – A RESOLUTION DESIGNATING THE BUTCHER/JONES HOUSE LOCATED AT 1013 JEFFERSON AVENUE A HISTORIC LANDMARK

DATE: JANUARY 8, 2013

PRESENTED BY: SCOTT ROBINSON, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

Case #2012-007-LA is a request to landmark a residential structure located at 1013 Jefferson Avenue (Lots 3 and 4, Block 2, Capitol Hill Addition). The structure was built around 1906. The applicants and owners are Christine Vranka and Derek Greene.



HISTORICAL BACKGROUND:

Information from Historian Bridget Bacon

This property is part of the Capitol Hill Addition, which was platted in 1904. Records indicate that the house was built around 1906. The building is currently owned by the applicant, Christine Vranka, and is used as a single-family residence.

Butcher/Jones Family, Owners 1905-1932

Martha Jones Butcher and David Butcher bought the property in 1905 and it appears the house was completed by 1906. They lived in the house with their two children, Franklin and Arvilla, as well as Martha's widowed mother Kezia. David was a coal miner and he died shortly after the family moved into the house.

Martha remarried in 1909 to Case Willard Peppard, and he moved into the house along with his daughter Myrtle. Willard appears to have been a farm laborer. Martha died in 1914 and the house went to her children. Franklin lived in the house for a time with his wife Mabel and daughter Margaret while he worked for the undertaker C.W. Powell.

By 1920, Kezia was back living in the house, and was joined by 1930 by her adult children George, a miner, and Lena. Kezia died in 1931, and the house was sold the next year.

Guenzi Family, Owners 1932-1943

Gina Guenzi bought the house in 1932 and moved in with her three children: Milo and Louis, both coal miners, and Mary. Louis joined the Army in 1942 to serve in World War II.

Berardi/Elnicki Family, Owners 1943-1973

Adam and Mary Berardi Elnicki bought the house in 1943. Mary had grown up across the alley behind 1013 Jefferson, at 1016 Grant, and her family continued to live there. Adam worked as a coal miner until the mines closed in the 1950s, when he became a painter and construction worker.

(Please refer to attachment for complete history of the property.)

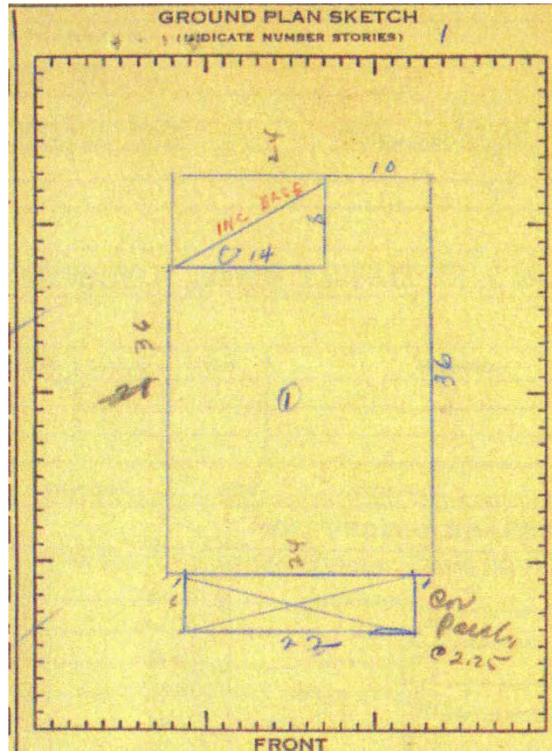


1948 Assessor's Photo

SUBJECT: RESOLUTION NO. 2, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 3 OF 7



1948 Assessor's Layout Sketch



1909 Postcard
(1013 Jefferson is the second house in)

SUBJECT: RESOLUTION NO. 2, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 4 OF 7



Current Photo



Current Photo

ARCHITECTURAL INTEGRITY:

The house was constructed around 1906, and has maintained integrity fairly well. The overall form is intact, including the pyramidal hipped roof with the unique cap, the front porch, and the rear addition that appears to have been present in 1948. The roof material is not original, but the siding does appear to have been stucco in 1948. The front porch columns match the 1948 assessor's photo, but they appear different in the 1909 postcard.

The windows have been changed, with one on the south side being removed and the others being reduced in size. The front windows cannot be seen on the historic photos, but the current ones are not original. The chimney, though not original, still comes out of the cap atop the pyramid. 1013 Jefferson represents a style common in the Capitol Hill Addition that is fairly unique to Louisville. 1021 Jefferson, immediately to the north, was landmarked in 2011.

HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:

Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A). The City Council may exempt a landmark from the age standard if it is found to be exceptionally important in other significance criteria:

1. *Historic landmarks shall meet one or more of the following criteria:*
 - a. *Architectural.*
 - (1) *Exemplifies specific elements of an architectural style or period.*
 - (2) *Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
 - (3) *Demonstrates superior craftsmanship or high artistic value.*
 - (4) *Represents an innovation in construction, materials or design.*
 - (5) *Style particularly associated with the Louisville area.*
 - (6) *Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
 - (7) *Pattern or grouping of elements representing at least one of the above criteria.*
 - (8) *Significant historic remodel.*
 - b. *Social.*
 - (1) *Site of historic event that had an effect upon society.*
 - (2) *Exemplifies cultural, political, economic or social heritage of the community.*
 - (3) *Association with a notable person or the work of a notable person.*
 - c. *Geographic/environmental.*
 - (1) *Enhances sense of identity of the community.*

(2) *An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville....*

3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:*

- a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
- b. *Retains original design features, materials and/or character.*
- c. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
- d. *Has been accurately reconstructed or restored based on historic documentation.*

Staff believes this application complies with the above criterion for the following reasons:

Architectural Significance – Style particularly associated with the Louisville area.

The overall form of the structure is intact and it represents a style associated with Louisville. While some of the details have been lost, there is enough integrity to qualify.

Social Significance - Exemplifies cultural, political, economic or social heritage of the community.

The house has been associated with several mining families over the years, as well as immigrant families from Wales and Italy. However, the contributions by individual family members and the family as a whole are comparable to others in the early development of Louisville.

FISCAL IMPACT:

Approving this structure as a local landmark would make it eligible for a \$1,000 signing incentive, \$900 Building Assessment grant, a \$5,000 Preservation and Restoration incentive, and future restoration grants of up to \$15,000 available in the Historic Preservation Fund (HPF). All grant requests must be reviewed by the Historical Preservation Commission (HPC) and approved by the City Council.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 2, Series 2013 designating the structure at 1013 Jefferson Avenue (Butcher/Jones House) a historic landmark.

HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on December 17, 2012. The commission voted 5-1 to recommend approval of the landmark application to City Council. The HPC determined the structure had maintained a form that is associated

SUBJECT: RESOLUTION NO. 2, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 7 OF 7

with Louisville. The association with immigrant coal miners also gave it a fairly strong social history.

ATTACHMENTS:

1. Resolution No. 2, Series 2013
2. Historic Preservation Commission Resolution No. 08, Series 2012
3. Landmark Application
4. Social History
5. Presentation

**RESOLUTION NO. 2
SERIES 2013**

**A RESOLUTION DESIGNATING THE BUTCHER/JONES HOUSE LOCATED AT 1013
JEFFERSON AVENUE A HISTORIC LANDMARK**

WHEREAS, a historic landmark application for the Butcher/Jones House, located at 1013 Jefferson Avenue, on property legally described as Lots 3 and 4, Block 2, Capitol Hill Addition; has been submitted to the City Council; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1906, and has retained its architectural form, and represents a style and form associated with Louisville; and

WHEREAS, the building has social significance because of its association with multiple Louisville coal miners and immigrant families from Wales and Italy; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structure are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

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

1. The proposed historic landmark application for the Butcher/Jones House is hereby approved and the individual structure is hereby designated an historic landmark to be preserved as such.
2. An incentive of \$1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.

3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 8th day of January, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 08
SERIES 2012**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION APPLICATION FOR A HISTORICAL RESIDENTIAL
STRUCTURE LOCATED AT 1013 JEFFERSON AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical residential structure located at 1013 Jefferson Avenue, on property legally described as Lots 3 and 4, Block 2, Capitol Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 1013 Jefferson Avenue (Butcher-Jones House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with multiple Louisville coal miners and immigrant families from Wales and Italy; and

WHEREAS, the Butcher-Jones House has architectural integrity because of its historic significance and its form and style associated with Louisville; and

WHEREAS, the HPC finds that these and other characteristics specific to the Butcher-Jones House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the Butcher-Jones House be approved for the following reasons:

1. Architectural integrity of the overall form.
2. A style common in the Capitol Hill Addition of Louisville.
3. Association with several Louisville coal mining families and immigrant families from Wales and Italy.

PASSED AND ADOPTED this _____ day of _____, 2012.

Peter Stewart, Chairperson

Attest:

Secretary

Landmark Designation Nomination Form

(6/09)

DATE: 9.23.12

LANDMARK APPLICATION FOR:

- Individual Site/Building Landmark Historic District

NOMINATION MADE BY:

- Owner City Council
 Historic Preservation Commission Third Party

Name: CHRISTINE VRANKA AND DEREK GREENE
Address: 1013 JEFFERSON AVENUE
Phone: 303-926-1754 Email RDEREKGREENE@GMAIL.COM
Relationship to Owner:

LOCATION OF PROPOSED LANDMARK:

Address: 1013 JEFFERSON AVENUE, LOUISVILLE
Legal Description (Lot Number, Block Number, and Subdivision):

Property Name (Historic and/or Common):

Former Addresses (If Known):

OWNER INFORMATION

(For district applications, please attach separate sheet)

Name: CHRISTINE VRANKA
Address: 1013 JEFFERSON AVE.
Phone: 303-926-1754

BOUNDARIES and TYPE OF DESIGNATION

Description of Boundary Determination:

CLASSIFICATION

| Category | Ownership | Status | Present Use | Existing Designation |
|--|---|--|---|--|
| <input checked="" type="checkbox"/> Building | <input type="checkbox"/> Public | <input checked="" type="checkbox"/> Occupied | <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> National Register |
| <input type="checkbox"/> Structure | <input checked="" type="checkbox"/> Private | <input type="checkbox"/> Unoccupied | <input type="checkbox"/> Commercial | <input type="checkbox"/> Colorado Register |
| <input type="checkbox"/> Site | | | <input type="checkbox"/> Educational | |
| <input type="checkbox"/> District | | | <input type="checkbox"/> Religious | |
| <input type="checkbox"/> Object | | | <input type="checkbox"/> Agricultural | |
| | | | <input type="checkbox"/> Government | |
| | | | <input type="checkbox"/> Other | |

SIGNIFICANCE

Site/Building is Over 50 Years Old and meet one of the following standards

Historic Landmark of Significance – must meet one (1) or more of the following criteria

Architectural Significance: The property:

- exemplifies specific elements of an architectural style or period;
- is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
- represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
- shows a pattern or grouping of elements representing at least one of the above criteria; or
- is a significant historic remodel.

Social Significance: The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.

Geographic or Environmental Significance: The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

Prehistoric or Archaeological Site The property has yielded, or may be likely to yield, information important in prehistory or history.

HISTORICAL INFORMATION

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

ARCHITECTURAL and PHYSICAL DESCRIPTION

(Attach a separate sheet if needed)

Construction Date: 1905

Architect/Builder:

Building Materials: WOOD TRIM, WOOD SIDING (COVERED W/ STUCCO)

Architectural Style:

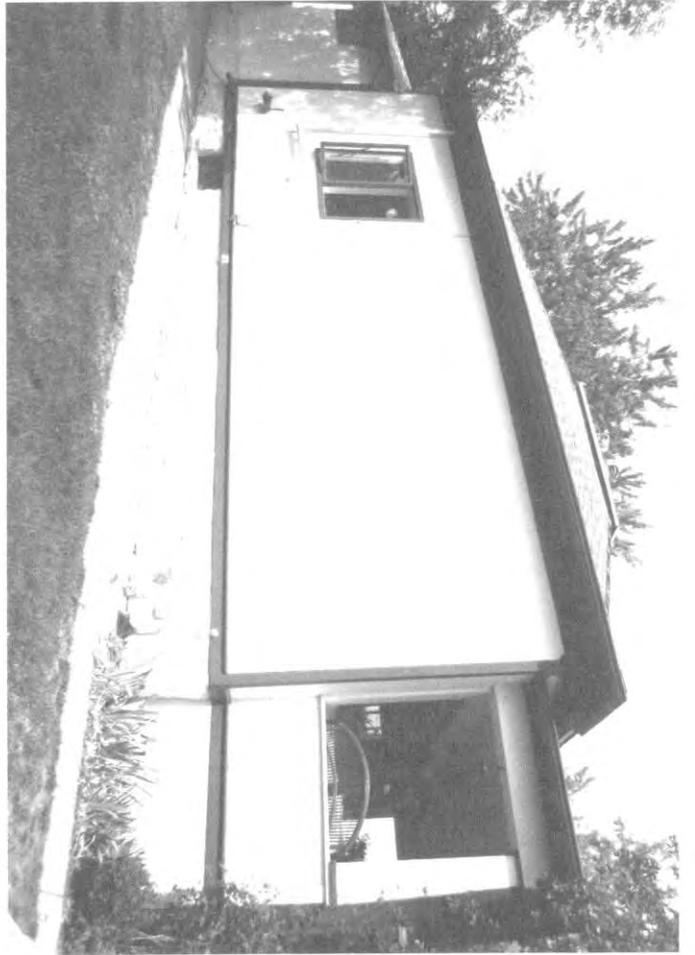
Special Features/Surroundings:

Describe any additions or alterations to the property:

TWO ROOMS ADDED TO ORIGINAL
HOUSE ON WEST SIDE, CIRCA LATE 40's, MID-50's

REFERENCE LIST or SOURCES OF INFORMATION

(Attach a separate sheet if needed)



1013 Jefferson Avenue

Historic Landmark Agreement

Property Address: 1013 JEFFERSON AVENUE, Louisville, CO 80027
Property Legal Description: _____

The undersigned owner(s) hereby agrees that the property above described be considered for local historic landmark designation, pursuant to the Louisville Landmark Preservation Ordinance, Ordinance No. 1463, Series 2005, as codified in Chapter 15.36 of the Louisville Municipal Code and amended from time to time (the "Ordinance").

I understand that upon designation, I or my successors in ownership of the property will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance prior to the occurrence of any of the following:

- 1. Reconstruction or alteration of the exterior of the improvements on the property, or;
- 2. Construction of, addition to, or demolition of improvements on the property.

I further understand that I or my successors in ownership will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance if a building permit for the property is requested for any one of the following:

- 1. Alteration or reconstruction of or an addition to the exterior of any improvement which constitutes all or part of a landmark structure or landmark district;
- 2. Demolition or relocation of any improvement which constitutes all or part of a landmark structure or landmark district; or
- 3. Construction or erection of or an addition to any improvement upon any land included in a landmark district.

I understand that as part of any such review process, the Historic Preservation Commission shall be under the time constraints and other requirements as set forth in the Ordinance.

I also understand that any historic landmark designation for the property transfers with the title of the property should the property be sold.

DATED this SECOND day of November, 20012.

Christine Vranka
Owner Name (please print)

[Signature]
Owner Signature

State of Colorado)

)ss. County of Boulder)

Subscribed and sworn before me this _____ day of _____, 200____,
by _____.

Witness my hand and official seal. My commission expires _____.

Notary Public



1013 Jefferson Ave. History

Legal Description: Lots 3 & 4, Block 2, Capitol Hill Addition

Year of Construction: circa 1906

Previous Addresses of this Property: 512 Jefferson and 522 Jefferson (under Louisville's old address system); 1015 Jefferson in 1940 and 1943 when Louisville addresses were in transition

Summary: Historically, this home was the residence of three different Louisville families up to 1973: The Butcher/Jones family, the Gina Guenzi family, and the Berardi/Elnicki family.

Development of the Capitol Hill Addition

J.C. Williams, a mine superintendent, and Irving Elberson, a banker, were the developers of the Capitol Hill Addition, the plat of which was filed with the County in 1904.

Butcher/Jones Family Ownership, 1905-1932; Date of House Construction

In 1905, Martha Butcher purchased these lots from the developers of the Capital Hill Addition.

Martha Jones Butcher was born in Maryland in 1870. In 1893, she married David D. Butcher, who was born in Pennsylvania in 1873. David Butcher already owned property in Louisville by 1890. In 1900, however, they were living with (or next to) her family in Clear Creek, Colorado along with their children: Franklin "Frank" Butcher, born 1894, and Arvilla Butcher, born 1897. Her parents, Ebenezer and Kezia Jones, who lived near them in 1900, had several children. The Jones/Butcher family moved to Louisville between 1900 and 1904. Kezia Jones and some of her adult children became longtime residents of this house and of Louisville.

Directories show that David D. Butcher worked as a miner in Louisville. (At the time of the 1900 census, he had been a quartz miner in Clear Creek, Colorado.)

The Boulder County Assessor card for this property (completed in 1948) gives “before 1908” as the date of construction of the house at 1013 Jefferson. The Boulder County website gives 1906 as the year of construction. The 1906 date could be correct, as property records indicate that the property was first acquired from the developers the year before, in 1905. The house is shown in the correct location on the 1909 Drumm’s Wall Map of Louisville.

Records indicate that it was not long after the house was built that David D. Butcher passed away. By 1909, Martha Butcher had remarried to a widower, Case Willard Peppard, who already had a daughter. In 1909, Martha conveyed 1013 Jefferson to her mother, Kezia Jones.

Martha’s mother, Kezia Cook Jones, was born in Pontypook, Gwent, Monmouthshire, Wales in 1850 and came to the US from Wales with her husband, Ebenezer, in 1869. Ebenezer Jones died between 1904 and 1906, after moving to Louisville.

The 1910 census records show the following people to be living on Jefferson Avenue in Louisville, in all likelihood at 1013 Jefferson since this was the house owned by the Butcher/Jones family: Willard Peppard, age 42, farm laborer; Martha Peppard; Myrtle Peppard, age 13 (Martha’s stepdaughter); Frank Butcher, age 15; Arvilla Butcher, age 13; Kezia Jones, widow (Martha’s mother), age 60; and Wesley Jones, Martha’s brother, age given as 21.

A picture of this house from around this time can be seen on the following postcard of Louisville that was mailed in 1909, so it would presumably date from the period of a few years before 1909:



The following shows a close up of the postcard. This reveals a colorized photo of the west side of the 1000 block of Jefferson, with 1013 Jefferson visible as the second house in from the left (the color shown is not necessarily an accurate representation of the actual color of the house at the time):



Louisville Cemetery records show that Martha Jones Butcher Peppard died in 1914. With the deaths of both parents and with Franklin and Arvilla still being minors, the property was next conveyed by their grandmother, Kezia Jones, to them as minors and to their guardian, Owen Thirlaway.

The 1916 directory for Louisville shows that Franklin Butcher was by then married, and that he and his wife, Mabel, were living at 1013 Jefferson. He worked for C.W. Powell, a Louisville undertaker. They are believed to have had a child, Margaret or Marguerite Butcher, who was born in about 1916.

Franklin Butcher's grandmother, Kezia Jones, came back to live again in the house at 1013 Jefferson. The 1920 census shows that she was living there by herself. The 1921 Louisville directory shows that at that time, Clarence and Maud Rhoades were also residing at 1013 Jefferson, probably as renters. (Clarence's parents, George and Barbara Rhoades, lived very close by at 1024 Grant.)

At the time of the 1930 census, Kezia Jones was 80 years old and still living at 1013 Jefferson, this time with her son, George Jones, age 46, and widowed daughter, Lena Jones Hamilton, age 52. George Jones worked as a miner.

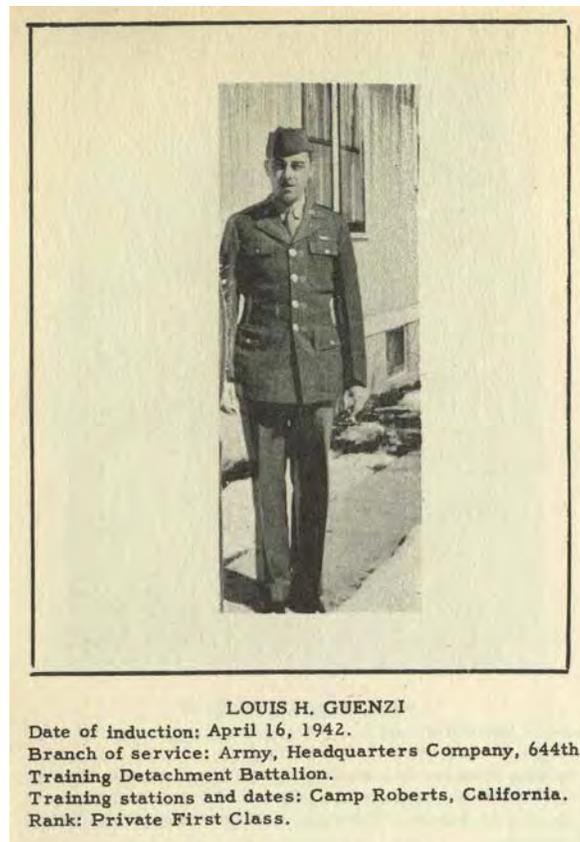
Kezia Jones died in 1931. Her grandchildren, Franklin Butcher and Arvilla Butcher Leeper, had inherited the house and were the owners. But by this time, Franklin Butcher had passed away. The Franklin Butcher estate, with Mabel Maxwell as administrator, along with Arvilla Butcher Leeper, sold 1013 Jefferson in 1932 to Gina Guenzi.

Gina Guenzi Family Ownership, 1932-1943

In 1932, Gina Guenzi purchased 1013 Jefferson. She had been born in Italy in about 1877 and came to the US in 1898. She was the widow of John Guenzi and had three children: daughter Mary and sons Milo and Louis, who were coal miners. They previously lived at 1013 Walnut in Louisville. This Guenzi family is believed to have not been related to, or perhaps was only distantly related to, the other Guenzi families in Louisville.

Louisville directories show that Gina Guenzi lived at 1013 Jefferson with her sons, Louis and Milo, who were miners. The 1940 census also shows them in this location, with the census indicating that they were also living in the same house five years before, in 1935. In 1940, Gina was 65, Milo was 40, and Louis was 30.

Louis Guenzi served in World War II, and the following photo shows Louis Guenzi as he appears in the Service Record book showing Louisville's World War II servicemen (it is not known whether the photo was taken next to the house):



In 1943, Gina Guenzi sold 1013 Jefferson to Adam Elnicki and Mary Berardi Elnicki.

Berardi/Elnicki Family Ownership, 1943-1973

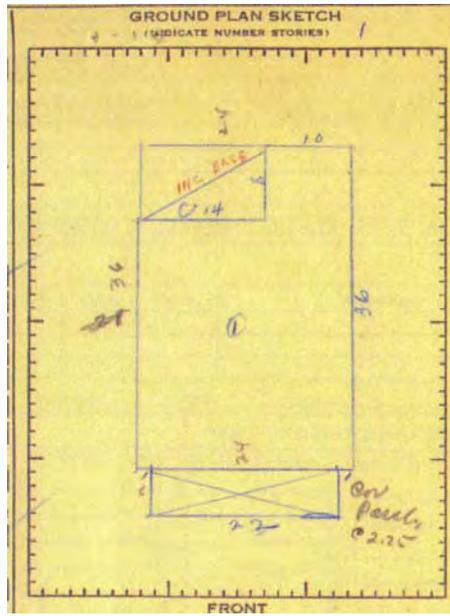
Adam Elnicki and Mary Berardi Elnicki purchased 1013 Jefferson in 1943. Records at Ancestry.com indicate that the Elnicki name is Polish in origin.

Adam Elnicki was born in Kansas in 1911. Mary Berardi grew up almost directly across the alley behind 1013 Jefferson, at 1016 Grant Avenue, where her Italian-born parents lived. She was born in Colorado in 1911. Her sister, Helen Berardi, became Helen Caranci and is the longtime owner and resident of 1016 Grant, following the Berardi parents. The selection of this home by Adam and Mary Elnicki was in all likelihood due to its close proximity to the home of Mary's parents and sister so close by. The Elnickis raised their two children at 1013 Jefferson.

Adam Elnicki was a coal miner, working as a conveyor at the Centennial Mine at the time of the 1946 directory. Then he became a painter and construction worker in the 1950s, when coal mining in Louisville was ending. Mary Elnicki worked for Community Hospital, then as a clerk for Steinbaugh Lumber.

The following images are from the 1948 County Assessor card for this property, at the time of the ownership and residency by the Elnickis, and show the house in 1948 followed by the ground layout:





Adam Elnicki died in 1970 and Mary Elnicki died in 1972. In 1973, 1013 Jefferson was sold.

Later Owners

Later owners of this property were Albert and Regina Schmidt, from 1973 to 1979; Helen Schoedinger and Matthew Makowski, from 1979 to 1984; Timothy J. and Barbara Beaton, from 1984 to 1995; Stephen D. Garretson, from 1995 to 1999; and the current owners of record, Joseph, Christine, and M. Effie Vranka, who acquired the property in 1999.

Sources

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, and related resources, and Louisville directories, newspaper articles, maps, files, obituary records, survey records, and historical photographs from the collection of the Louisville Historical Museum.

City Council – Public Hearing
1013 Jefferson Avenue – Landmark
Resolution No. 2, Series 2013

DESIGNATING THE BUTCHER/JONES HOUSE A HISTORIC LANDMARK

Prepared by:
Dept. of Planning & Building Safety

January 8, 2013



1013 Jefferson – Background

- Built around 1906
- Owned by the Butcher/Jones family until 1932
- Owned by the Guenzi family 1932-1943
- Owned by the Berardi/Enlicki family 1943-1973
- All three families were associated with coal mining
- The house has retained its form since it was featured in a 1909 postcard



1013 Jefferson – Photos



1013 Jefferson – Conclusion

Staff recommends approval of Resolution No. 2, Series 2013, designating the Butcher/Jones House a historic landmark, for the following reasons:

1. The house has retained a form associated with Louisville.
2. The house has been associated with immigrant coal miners since its construction.

**SUBJECT: RESOLUTION NO. 3, SERIES 2013 – A RESOLUTION
DESIGNATING THE LOUISVILLE GRAIN ELEVATOR LOCATED
AT 540 COUNTY ROAD A HISTORIC LANDMARK**

DATE: JANUARY 8, 2013

**PRESENTED BY: SCOTT ROBINSON, PLANNING AND BUILDING SAFETY
DEPARTMENT**

SUMMARY:

Case #2012-008-LA is a request to landmark a historic agricultural structure located at 540 County Road (Tract 712 8-1S-69 1.21 Ac m/l Per Deed 952513 11/16/88 BCR) commonly known as the Louisville Grain Elevator. The structure was built around 1908. The applicant and owner is the City of Louisville.



CURRENT STATUS

After the previous owners of the Grain Elevator applied for a demolition permit at the beginning of 2012, the City decided to purchase the property using the Historic Preservation Fund (HPF) to protect the structure. The sale closed on November 15, 2012, and the next day the City issued a request for proposals to find a partner to help develop the grain elevator property while preserving the structure. Proposals are due in

SUBJECT: RESOLUTION NO. 3, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 2 OF 9

late January, and the City would like to select a partner by March. In the interim, City staff recommends landmarking the structure so it is eligible for grants from the HPF.

HISTORICAL BACKGROUND:

Information from Historian Bridget Bacon

This building is considered to be one of the Front Range area's last remaining wooden grain elevators. It was placed on the National Register of Historic Places in 1986 because the elevator is "historically and visually the most significant structure associated with the agricultural history of the community." It is also listed on the Colorado Register of Historic Places. Its stacked plank construction style is considered to be rare.

This building was constructed by John K. Mullen, an Irish immigrant who built and operated a number of grain elevators in Colorado in his capacity as President of the Colorado Milling & Elevator Co. Besides being associated with John K. Mullen, the building was also associated with the Moore and Thomas families. The elevator was managed for about 35 years by Louisville resident Howard A. Moore and then his son, Donald Moore. In 1957, it was purchased by Louisville residents Charles Thomas and Quentin Thomas. Charles Thomas was the brother-in-law of Donald Moore.

As shown below, this building is connected with not only Boulder County's agricultural heritage, but is also connected with the area's railroad history, mining history, and the history of the Irish in Colorado. It was owned by an outsider before it became a locally owned Louisville business several decades later. It is located in Louisville's historic downtown area.

A 1918 *Denver Post* article shows that Louisville area wheat farmers at times disputed Mullen's practices, not unlike similar conflicts of the time between Louisville coal miners and the mining companies. The article states:

The wheat growers of the Lafayette-Louisville district are up in arms over the practices of the J.K. Mullen elevator there. Instead of the \$2.20 per bushel price fixed by the federal food commission, the elevator is paying only about \$1.00 or less for the highest grade wheat. . . . [The] Mullen explanation of a deduction of the freight to Kansas City does not explain this entire discrepancy. . . . [The farmers] are told that the purchase of wheat may be abandoned if there is any complaint.

According to the UC-Denver report *Eastern Plains and Front Range Grain Elevators of Colorado*, citing Convery's biography of Mullen,

SUBJECT: RESOLUTION NO. 3, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 3 OF 9

In an effort to placate suspicious farmers who felt CM&E [the Colorado Milling & Elevator Company] was a monopoly guilty of price fixing, Mullen looked for ways to improve CM&E's image. J.K. instituted several measures designed to reestablish trust in his company. In order to provide a sense of local ownership, subsidiary mills acquired or opened by CM&E were named for the community

In this connection, it should be noted that the first and longtime name of the Louisville Grain Elevator was the "Louisville Milling & Elevator Company," and it appears to have been selected for the public relations reason noted. Other legal owners of the building were the Northern Colorado Elevator Company and the Colorado Milling & Elevator Company. It was also called the "Denver Elevator" and the words "The Denver Elevators" were painted on the side of the building even while it was owned by the Colorado Milling & Elevator Company. Despite the name changes, all of these companies are believed to have been under the control of John K. Mullen.

(Please refer to attachment for complete history of the property.)



Historical Photo – date unknown



Image of the Grain Elevator from North



Section of original wood walkway that remains on the west side of the building



Looking north at the Grain Elevator with the railroad tracks and warehouse on the right.



Looking north at the railroad track and loading road.

ARCHITECTURAL INTEGRITY:

The Louisville Grain Elevator is described as a “wood-cribbed grain elevator of stacked-plank construction”. The style of the building is typical of other grain elevators found throughout Colorado.

According to historical photos most of the buildings original architectural form and space remain intact from its inception. The one substantial element which has been removed has been the port-o-cochre which used to be located near the grain spout on the west

façade. The building has also had some additional siding placed on the north facing elements of the tower.



HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:

Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A). The City Council may exempt a landmark from the age standard if it is found to be exceptionally important in other significance criteria:

1. *Historic landmarks shall meet one or more of the following criteria:*
 - a. *Architectural.*
 - (1) *Exemplifies specific elements of an architectural style or period.*
 - (2) *Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
 - (3) *Demonstrates superior craftsmanship or high artistic value.*
 - (4) *Represents an innovation in construction, materials or design.*
 - (5) *Style particularly associated with the Louisville area.*
 - (6) *Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
 - (7) *Pattern or grouping of elements representing at least one of the above criteria.*
 - (8) *Significant historic remodel.*
 - b. *Social.*
 - (1) *Site of historic event that had an effect upon society.*

- (2) *Exemplifies cultural, political, economic or social heritage of the community.*
 - (3) *Association with a notable person or the work of a notable person.*
 - c. *Geographic/environmental.*
 - (1) *Enhances sense of identity of the community.*
 - (2) *An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville....*
 - 3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:*
 - a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
 - b. *Retains original design features, materials and/or character.*
 - c. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
 - d. *Has been accurately reconstructed or restored based on historic documentation.*

Staff has found this application complies with the above criteria as follows:

- Architectural
 - exemplifies specific elements of an architectural period or style (agrarian style)
 - demonstrates superior craftsmanship or high artistic value (stacked-plank construction)
 - represents an innovation in construction, materials or design (stacked-plank construction)
 - represents a built environment of a group of people in an era of history that is culturally significant to Louisville (agricultural and mining)
- Social
 - Exemplifies cultural, political, economic or social heritage of the community (an agricultural building that served both the mining industry, which is the basis for the development of the City of Louisville, as well as the local citizenry)
- Geographic
 - Enhances the sense of identity of the community (visual landmark for downtown and the rail road)
 - An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville (the Louisville Grain Elevator has been in this same location for over 100 years)

LANDMARK SITE:

LMC section 15.36.060(C)(1)(a) states when Council designates a structure as a landmark it should also “designate a landmark site for each landmark.” Section 15.36.100(A) says any changes to structures on a landmark site, including new construction, require an alteration certificate. Site work not involving a structure, including grading, paving, and landscape work, does not require an alteration certificate.

The purpose of this requirement is to deter the construction or alteration of non-landmarked structures that could destroy historic context, decrease historic significance, and diminish the value of the landmark. Alteration certificates are granted by the Historic Preservation Commission (HPC) based on the criteria found in LMC Section 15.36.120. City Council may, at its discretion, review any alteration certificate application and overrule the decision of the HPC.

The LMC does not give guidance on determining the extent of the landmark site, but the National Park Service gives the following guidelines to those applying for National Register listing:

- Select boundaries that encompass the entire resource, including both historic and modern additions. Include surrounding land historically associated with the resource that retains integrity and contributes to the property's historic significance.
- Use the legally recorded parcel number or lot lines for urban and suburban properties that retain their historic boundaries and integrity.

Based on these guidelines and an evaluation of the property, staff recommends the landmark site include the entire lot except for the area around the former Napa building (544 County Road) on the north side. The area around the Grain Elevator has retained its historic context in relation to the structure, while the area around the Napa building has been altered and no longer relates to the



SUBJECT: RESOLUTION NO. 3, SERIES 2013

DATE: JANUARY 8, 2013

PAGE 9 OF 9

Grain Elevator. Designating this site will protect the City's investment in the property so that, even if ownership is transferred to someone else, construction on the site will contribute to the preservation of the Grain Elevator.

FISCAL IMPACT:

Approving this structure as a local landmark would make it eligible for grants from the Historic Preservation Fund.

RECOMMENDATION:

Approve Resolution No. 3, Series 2013 designating the structure at 540 County Road (Louisville Grain Elevator) a historic landmark.

HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on December 17, 2012. The commission voted 6-0 to recommend approval of the landmark application to City Council with the landmark site as described above. The HPC determined the structure had maintained its form and unusual construction and represented an important aspect of Louisville's agricultural past.

ATTACHMENTS:

1. Resolution No. 3, Series 2013
2. Historic Preservation Commission Resolution No. 09, Series 2012
3. Landmark Application
4. Social History
5. Presentation

**RESOLUTION NO. 3
SERIES 2013**

**A RESOLUTION DESIGNATING THE LOUISVILLE GRAIN ELEVATOR LOCATED
AT 540 COUNTY ROAD A HISTORIC LANDMARK**

WHEREAS, a historic landmark application for the Louisville Grain Elevator, located at 540 County Road, on property legally described as Tract 712 8-1S-69 1.21 AC M/L Per Deed 952513 11/16/88 BCR; has been submitted to the City Council; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1908, and has retained its architectural form, and represents the uncommon stacked-plank construction style; and

WHEREAS, the building has social significance because of its strong association with the agricultural history of Louisville; and

WHEREAS, the property on which the building sits helps convey the context and historic significance of the building; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structure are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

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

1. The proposed historic landmark application for the Louisville Grain Elevator is hereby approved and the individual structure is hereby designated an historic landmark to be preserved as such.

2. The landmark site shall be the entire lot upon which the Louisville Grain Elevator sits except for the area north of a line 10 feet south of the structure designated 544 County Road.
3. An incentive of \$10,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.
4. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 8th day of January, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 09
SERIES 2012**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION APPLICATION FOR A HISTORICAL AGRICULTURAL
STRUCTURE LOCATED AT 540 COUNTY ROAD**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical agricultural structure located at 540 County Road, commonly referred to as the Louisville Grain Elevator, on property legally described as Tract 712 8-1S-69 1.21 AC M/L Per Deed 952513 11/16/88 BCR, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 540 County Road (Louisville Grain Elevator) has social significance because it exemplifies cultural, political, economic or social heritage by representing the agricultural past of Louisville; and

WHEREAS, the Grain Elevator has architectural integrity because of its unusual stacked-plank construction style and distinctive form, which it has retained for most of its existence; and

WHEREAS, the HPC finds the site of the Louisville Grain Elevator includes all of the lot upon which it sits except for the area north of a line 10 feet south of the structure designated 544 County Road; and

WHEREAS, the HPC finds that these and other characteristics specific to the Grain Elevator have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the Louisville Grain Elevator be approved for the following reasons:

1. Strong architectural integrity for an agricultural building made of wood-cribbed and stacked-plank construction.
2. Very strong social history as a preeminent agricultural structure serving as a cultural landmark since 1908.
3. It is a geographic landmark for the City.

The site of the landmark is the entire lot upon which the Louisville Grain Elevator sits except for the area north of a line 10 feet south of the structure designated 544 County Road.

PASSED AND ADOPTED this _____ day of _____, 2012.

Peter Stewart, Chairperson

Attest:

Secretary

CLASSIFICATION:

| Category | Ownership | Status | Present Use | Existing Designation |
|--|--|--|--|---|
| <input checked="" type="checkbox"/> Building | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Occupied | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> National Register |
| <input type="checkbox"/> Structure | <input type="checkbox"/> Private | <input checked="" type="checkbox"/> Unoccupied | <input type="checkbox"/> Commercial | <input type="checkbox"/> Colorado Register |
| <input type="checkbox"/> Site | | | <input type="checkbox"/> Educational | |
| <input type="checkbox"/> District | | | <input type="checkbox"/> Religious | |
| <input type="checkbox"/> Object | | | <input checked="" type="checkbox"/> Agricultural | |
| | | | <input type="checkbox"/> Government | |
| | | | <input type="checkbox"/> Other | |

SIGNIFICANCE:

Site/Building is over 50 Years Old and meets one of the following standards

- Historic Landmark of Significance** – *must meet one (1) or more of the following criteria*

- Architectural Significance:**

The property:

- exemplifies specific elements of an architectural style or period;
- is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
- represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
- shows a pattern or grouping of elements representing at least one of the above criteria; or
- is a significant historic remodel.

- Social Significance:**

The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.

- Geographic or Environmental Significance:**

The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

- Prehistoric or Archaeological Site** – The property has yielded, or may be likely to yield, information important in prehistory or history.

HISTORICAL INFORMATION:

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

PHOTOS:

Please include photos of EACH ELEVATION of ALL BUILDINGS and STRUCTURES currently on the property.

If historical photos of the site are available they should also be attached.

FOR OFFICE USE ONLY

Application Number _____

Date Filed with the Planning Department _____

Date Determined "Eligible" _____ Date Determined "Ineligible" _____

Application Approved Denied

HPC Resolution No. _____, Series 20_____,

CC Resolution No. _____, Series 20_____,

Date Recorded _____

Louisville Grain Elevator History

Address: 540 County Road, Louisville, Colorado

Legal Description: Referred to as Tract 712, Louisville

Year of Construction: Likely 1905-06 (see discussion)

Summary: This building is considered to be one of the area's last remaining wooden grain elevators. It was placed on the National Register of Historic Places in 1986 due to the elevator being "historically and visually the most significant structure associated with the agricultural history of the community." It is also listed on the Colorado Register of Historic Places. Its stacked plank construction style is considered to be rare.

This building was constructed by John K. Mullen, an Irish immigrant who built and operated a number of grain elevators in Colorado in his capacity as President of the Colorado Milling & Elevator Co. Besides being associated with John K. Mullen, the building was also associated with the Moore and Thomas families. The elevator was managed for about 35 years by Louisville resident Howard A. Moore and then his son, Donald Moore. In 1957, it was purchased by Louisville residents Charles Thomas and Quentin Thomas. Charles Thomas was the brother-in-law of Donald Moore.

As shown below, this building is connected with not only Boulder County's agricultural heritage, but is also connected with the area's railroad history, mining history, and the history of the Irish in Colorado. It was owned by an outsider before it became a locally owned Louisville business several decades later. It is located in Louisville's historic downtown area.

Every attempt has been made in the writing of this report to give accurate factual information, to discontinue the use of incorrect information that has occasionally cropped up in past reports about the building, and to compile in this document all of the available information about the structure's history.

Construction by John K. Mullen and Early Operation

The story of Louisville, Colorado is often told in terms of its history as a small coal mining town. However, farming not only predated mining in the area, but local farmers continued to play an important role in the town's economy and cultural life through much of the 1900s.

It was on the farm of David Kerr that coal was first discovered in 1877. And since coal mining was seasonal in this area due to the high moisture content of the coal that caused it to disintegrate once the coal was brought out of the ground, coal mining and farming came to have a complimentary

relationship. Some miners worked on farms in the warm months, while some farmers worked in coal mines in the cold months. Louisville area farmers, though they did not live in town, certainly identified themselves as Louisville residents and fully participated in the town's economic, civic, and cultural life. They attended Louisville churches, shopped in the stores, and sent their children to Louisville schools. Just as Louisville miners tended to be recent European immigrants, the area farmers also represented different ethnicities.

Louisville faced particular challenges in the 1880s and 1890s (following its founding in 1878) and finally emerged with a viable economy after the turn of the century. This development likely made it a particularly attractive site for someone to build an elevator or mill in the early 1900s. A 1902 *Denver Post* item reported that a company called the Centennial Mill and Elevator Company in Louisville had been incorporated. However, there is no evidence that this was the company that constructed the Louisville Grain Elevator.

Boulder County property records indicate that the property on which the Grain Elevator was built came from The Union Pacific Coal Company. The deeds show that Peter F. Murphy of Louisville purchased property from Union Pacific in August 1905 and resold this parcel to John K. Mullen in October 1905. Both were Irish Catholics. It could be speculated that they knew one another and that Murphy was even acting on Mullen's behalf.

John K. Mullen, who had the Louisville Grain Elevator built, was an Irish immigrant who rose to great heights as the head of an empire of grain elevators and flour mills in Colorado and some surrounding states. He was born in County Galway, Ireland in 1847 and came to the United States in 1856 at the time of the Irish Potato Famine. He and his family settled in Oriskany Falls, New York, where he worked at a flour mill. As a young man, he worked his way West and assumed more and more responsibility in the grain industry. As described on the jacket of William J. Convery's biography of Mullen, *Pride of the Rockies: The Life of Colorado's Premiere Irish Patron, John Kernan Mullen*, Mullen "ruthlessly rose to control of the West's flour milling industry and was one of the architects of early Denver's transformation from a dusty supply town to the Queen City of the Mountains and Plains. A celebrated giver during his lifetime, J.K. Mullen endowed many religious and civic monuments." For example, Mullen High School in Denver was named for him, as was the Mullen Library at Catholic University in Washington, D.C. He helped finance and oversaw the construction of Denver's Cathedral of the Immaculate Conception. At times, he was even the owner of Elitch Gardens and the famous Matchless Mine in Leadville, among other prominent Colorado properties.

The book states that "[e]vidence of Mullen's contribution to the architectural landscape stretches beyond Denver. The tallest structure in many farming towns throughout the Rocky Mountain West is the grain elevator constructed by Mullen's Colorado Milling and Elevator Company" (p. 2). "By 1924, The Colorado Milling and Elevator Company owned nearly three hundred mills, warehouses, and elevators ..." (p. 197). The following is a portrait of J.K. Mullen from 1933:



Portrait accessed online from the Denver Public Library, Western History Collection, www.denverlibrary.org

As explained in the UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado*, Mullen was not only responsible for bringing to Colorado the Hungarian milling process, but he also played a leading role in creating high altitude flour. The fact that he owned both the grain elevators where farmers would bring their grain and the flour mills where the grain could be processed had the effect of tightening his control on the industry.

Although an accounting of the number of remaining J.K. Mullen's Colorado grain elevators and mills could not be located for this report, information was found regarding Boulder County grain buildings. According to available information, two separate milling/elevator structures in Boulder burned down in 1889 and 1931. Longmont lost a flour mill and Mullen-owned grain elevator to fire in 1934. According to the UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado*, two other elevators besides the Louisville Grain Elevator still stand in Boulder County: in Lafayette and on a private farm in Hygiene. As with many historic elevators, the elevator in Lafayette has had metal siding installed on its sides to reduce the risk of fire, something that has never been done to Louisville's, other than in a few limited sections. Specific information about the elevator in Hygiene could not be located for this report. Louisville's elevator is the only one in the County that is listed on the National Register of Historic Places.

A 1918 *Denver Post* article shows that Louisville area wheat farmers at times disputed Mullen's practices, not unlike similar conflicts of the time between Louisville coal miners and the mining companies. The article states:

The wheat growers of the Lafayette-Louisville district are up in arms over the practices of the J.K. Mullen elevator there. Instead of the \$2.20 per bushel price fixed by the federal food commission, the elevator is paying only about \$1.00 or less for the highest grade wheat. . . . [The] Mullen explanation of a deduction of the freight to Kansas City does not explain this entire discrepancy. . . . [The farmers] are told that the purchase of wheat may be abandoned if there is any complaint.

According to the UC-Denver report *Eastern Plains and Front Range Grain Elevators of Colorado*, citing Convery's biography of Mullen,

In an effort to placate suspicious farmers who felt CM&E [the Colorado Milling & Elevator Company] was a monopoly guilty of price fixing, Mullen looked for ways to improve CM&E's image. J.K. instituted several measures designed to reestablish trust in his company. In order to provide a sense of local ownership, subsidiary mills acquired or opened by CM&E were named for the community

In this connection, it should be noted that the first and longtime name of the Louisville Grain Elevator was the "Louisville Milling & Elevator Company," and it appears to have been selected for the public relations reason noted. Other legal owners of the building were the Northern Colorado Elevator Company and the Colorado Milling & Elevator Company. It was also called the "Denver Elevator" and the words "The Denver Elevators" were painted on the side of the building even while it was owned by the Colorado Milling & Elevator Company. Despite the name changes, all of these companies are believed to have been under the control of John K. Mullen.

Date of Construction

A review of the available evidence shows that the date of construction of this building was most likely 1905-06.

(The Boulder County Assessor lists two improvements located at 540 County Road and gives the date of construction of both of them as 1936. However, the County has sometimes been found to be in error with respect to the dates of construction of Louisville buildings. The 1936 date is clearly not accurate with respect to the Grain Elevator building.)

Different reports that have been written about the history of this building have given the dates of construction as 1903, 1904, 1905, and 1908.

The 1908 Sanborn fire insurance map for Louisville showed the Elevator and stated the year of construction to have been 1903. However, an examination of the deeds reveals that it was not until August 1905 that The Union Pacific Coal Company sold the property to Peter F. Murphy, who then sold it to J.K. Mullen in October 1905. It seems unlikely that the structure would have been built prior to the transfer of these deeds. Also, in February 1905, the Longmont, Colorado *Ledger* newspaper reported that "Louisville, in Boulder County, wants a flour mill." While a flour mill is not the same as a grain elevator, the statement suggests that what Louisville may have more broadly been seeking was a way for its wheat farmers to easily get their wheat crops to a mill. The construction of a grain elevator would have fulfilled that need, and the appearance of the item in the Longmont paper could suggest that Louisville did not yet have a grain elevator.

The Elevator, and Howard Moore as its manager, were first listed in the 1907-08 directory for Louisville, which could indicate that it was built before 1907. Significantly, the Elevator is not listed in the 1904 or 1906 Louisville directories. (A 1905 directory for Louisville appears to not exist.)

For the foregoing reasons, it is believed that the Elevator was constructed in 1905-06.

Location of Grain Elevator and Association with Railroad

The Grain Elevator and the nearby Acme Mine that was located at Roosevelt and Hutchinson used the same railroad spur that left the main track just northeast of the Elevator and curved over to the Acme. In fact, the 1905 deed that conveyed the property from Peter F. Murphy to J.K. Mullen specifically referred to the “Acme switch” in its legal description of the parcel (a description repeated in the 1957 deed to the Thomas family). The following section of the 1909 Drumm’s Wall Map of Louisville shows this relationship, with a building labeled “Elevator” on the upper right, on the spur that continued to the west past the Acme mine dump towards the Acme Mine.



1909 Drumm’s Wall Map of Louisville, Louisville Historical Museum

This map shows how the Elevator was actually constructed to be parallel to the railroad spur, not the main track. This is why even today, even with the spur gone, it sits at an angle to the main track. It is believed that the reason was that it was better for the railroad cars being loaded with grain at the Elevator to not block the main line of the railroad.

This photo, looking east, shows the relationship of the Elevator to the Acme Mine, with the Elevator visible in the rear to the left of the photo:



Rescue squad by Acme Mine looking east, circa 1920s, Louisville Historical Museum

Architecture, Physical Description, and Functions of the Grain Elevator

The building has been the subject of three different architectural and historical surveys. These are believed to have been funded and completed jointly by the City of Louisville and the State of Colorado in 1982, 1985, and 2000. In addition, information about this building is available from the 1986 National Register listing and in the 2011 structural report by Anderson Hallas Architects that was commissioned by the City of Louisville.

It is believed that the general, original purpose of a grain elevator in this area was to receive grain, particularly wheat, from farmers. A farmer would bring a wagonload of grain to the elevator; interviews of local residents indicate that the grains brought to the Louisville Elevator included wheat, corn, oats, and barley. The Louisville Historical Museum has in its collection annual licenses given in the 1930s by the state of Colorado to Donald Moore, operator of the Grain Elevator, to inspect and grade wheat, barley, oats, corn, and rye.

The wagon would be weighed on the weigh scale, then emptied into a pit. Then the empty wagon would be weighed again in order to obtain a true weight of the contents. The manager of the grain elevator was responsible for this recordkeeping. Merwin Jay Harrison, whose father was manager of the Mullen-owned grain elevator in Broomfield, Colorado, stated in a 1996 oral history interview for the Carnegie Library for Local History that wheat would then be loaded onto boxcars and shipped to Denver, where, he believed, it would be delivered to the Hungarian Flour Mill, which was also owned by J.K. Mullen. Later, trucks rather than boxcars were used to transport the grain.

A grain elevator in this area would have also performed some processing of the grain, including separating out gravel and weed seeds from the grain brought in by farmers, and grinding.

Local residents could purchase 100-lb. sacks of flour directly from the Grain Elevator. These may have been brought from flour mills in Denver, but precise information could not be located for this report. Families in Louisville used the flour sacks from the Grain Elevator to make clothing.

Out of six possible types of materials used in the construction of grain elevators in the United States, the Louisville Grain Elevator was constructed of wood. Also, as a wooden elevator, it is considered to be of "cribbed" construction, meaning stacked lumber, as opposed to balloon frame construction.

The UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado* states that wood was the earliest construction material used for grain elevators. A disadvantage of wood was its high combustibility, particularly with elevators typically being located near railroad tracks where sparks could start a fire. The report cites the statistic that wood grain elevators had to be replaced at an average of every four years due to fires. (As noted below, the Louisville Elevator had an interior fire in the 1950s.)

The Louisville Grain Elevator is a three story building in the section of its tower. The following excerpt from the 1908 Sanborn fire insurance map for Louisville shows the layout:

Ethel, Howard Jr., Lois, and Louanna. Museum records indicate that Howard A. Moore served as mayor of Louisville from 1915 to 1917.

The following photos from the collections of the Louisville Historical Museum and Boulder's Carnegie Branch Library for Local History show the Grain Elevator while it was managed by Howard A. Moore:



Louisville Grain Elevator, 2/8/1916, Louisville Historical Museum



Louisville Grain Elevator, 2/8/1916, Carnegie Branch Library for Local History, Boulder



Louisville Grain Elevator, circa 1916, Carnegie Branch Library for Local History, Boulder



Louisville Grain Elevator, circa 1916, Carnegie Branch Library for Local History, Boulder

Louisville directories show that after the death of Howard Moore in 1934, his son, Donald (1909-1975), took over the management of the Elevator. Directories indicate that by 1943, Donald had left this position and the new manager was Wayne Bickel. Managers after this era are noted below.

The following advertisements for the Grain Elevator show that this was a longtime, active business that played a vital role in the economy of the Louisville area:

**Flour, Feed, Grain
and Grinding**

The price of wheat has advanced and flour will soon follow. Better take advantage of the price and lay in a supply. Special discount on five sacks or more. We mix and grind feed to suit you and make the price right. Call and be convinced. Phone Louisville 44

The Louisville Milling and Elevator Co.
H. A. MOORE, Mgr. Phone Louisville 44

From *Louisville News*, 1909, Louisville Historical Museum

H. A. Moore, Mgr. Phone Louisville 44

∴ The ∴
Louisville Milling & Elevator Co.

Louisville, Colorado

FLOUR, FEED AND GRAIN

Agents for Nonpareil Colorado-Made Flour
and Semolina, a Kansas Hard-Wheat Flour.

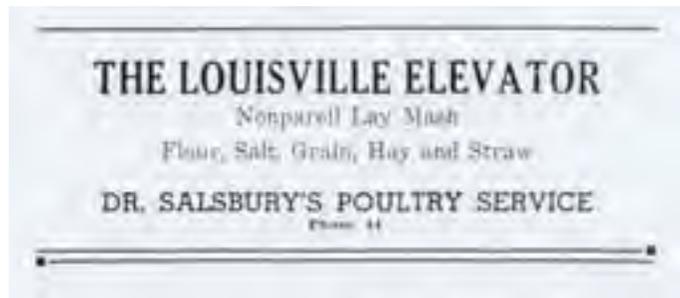
We Will Buy Your Wheat at Market Price—
At All Times.

R.L. Polk Directory, 1916, Boulder County, Louisville Historical Museum



Louisville Historical Museum

The Rex Theatre movie curtain, which is a painted canvas made in 1927-28 with advertisements of twenty-two Louisville businesses, includes the above advertisement for the Louisville Grain Elevator; the curtain currently is on exhibit at the Louisville Historical Museum.



From 1940 St. Louis Church Annual Bazaar booklet, Louisville Historical Museum



From *Louisville Times*, Sept. 3, 1942, commemorating the 50th anniversary of Methodist Church, Louisville Historical Museum

Howard Moore and Don Moore are remembered as having given jobs at the Elevator to Louisville's young men. For example, Lee Evans, who was born in 1917, worked at the Louisville Grain Elevator in the mid 1930s. In his autobiography, entitled *From Happy Valley to the Mountaintop*, he wrote: "As I grew older, I worked regularly after school and on Saturdays at the elevator, shoveling grain into the chute after it was delivered. I sacked grain and loaded it into cars and trucks for customers or for delivery on the elevator-owned truck into Denver. At my highest rate of pay, I got 50 cents a day! But I grew strong with the heavy work, and by the time I was seventeen I could grab the ear of a sack and lift a one hundred pound sack of grain with each hand and pitch it from the walkway up into a truck about four feet higher" (p. 71).

Thomas Family Association and Ownership

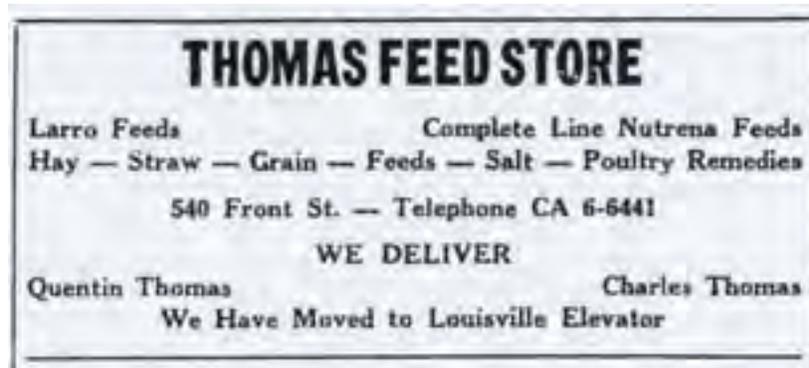
By the time of the 1946 Louisville directory, Charles Thomas had become the manager of the Grain Elevator. Charles Thomas' wife (Iona Bowes Thomas) and Donald Moore's wife (Sadie Bowes Moore) were sisters, perhaps leading to Charlie Thomas taking over the management of the Elevator not long after the tenure as manager by Donald Moore and his father. A newspaper account states that Thomas lost one hand while working with a corn conveyor at the Elevator. By 1949, the manager had become Vance Lynn, possibly as a result of Thomas' injury. According to the 1951, 1953, and 1955 directories for Louisville, the manager was Dan Gunkel.

In 1957, Charles Thomas (1912-2002) and his brother, Quentin Thomas (1908-1986), who had a feed store nearby on Pine Street, purchased the Grain Elevator from the Colorado Milling & Elevator Company. The deed states that it was purchased for "\$10 and other valuable consideration." This was the first time that the building became a locally owned business, after fifty years of outside ownership.

The Thomas family was a pioneer family of Louisville with varied business interests and properties. Charles Thomas and Quentin Thomas were the grandsons of Nicholas and Mary Thomas. Nicholas Thomas was from Wales and worked as a coal miner, while Mary Oldacre Thomas 's personal history includes the fact that she had worked as a chain maker as a young woman in England before marrying and coming to the United States. They immigrated from England in 1881 with their young son, Nicholas Thomas, Jr., and came to Louisville in 1883. In 1892, Mary Thomas was one of the founders of the Methodist Church in Louisville, still located at 741 Jefferson, along with other early English settlers in Louisville. The family homes were at 733 Pine and 700 Lincoln (which, like the Grain Elevator, is listed on the National and Colorado Registers of Historic Places). Nicholas Thomas Jr. helped stated the Big Six Coal Company , which operated the Sunnyside Mine just southeast of Louisville. Nicholas Jr. and his sons formed the Ko-Z Coal Company and operated the Fireside Mine in Louisville, after which today's Fireside Elementary School in Louisville is named. It is believed that they had other coal mining interests as well. Thomas family members also operated the City Market on Main Street and moved the business to a new building on Front Street that they constructed. The Thomas family ran the City Market from the Front Street location from about 1966 until 1982. This building at 637 Front later became the location of the U.S. Post Office in Louisville and is now the location of a restaurant and ice cream shop. Another business owned and operated by the Thomas family was the Thomas Feed Store on Pine Street.

In the 1950s, and before 1957, a fire at the Grain Elevator damaged the interior. It was believed to have been caused by spontaneous combustion. Louisville volunteer firefighters Herb Steinbaugh and Tommy Cable are credited with saving the building in a risky and dramatic effort. They climbed up onto the Elevator roof in order to spray water into the tower section. A 1999 *Denver Post* article about the Louisville Grain Elevator stated that the year of the fire was 1955.

It is believed that by this time, the emphasis was on using the Grain Elevator for animal feed as opposed to purchasing wheat from wheat farmers to send to flour mills in Denver. As noted above, Quentin Thomas had operated a feed store on the south side of Pine Street facing north, on the site of today's 637 Front Street. The following 1957 advertisement dates from the Thomas family's early ownership and shows that the Thomas Feed Store had been moved to be located at the nearby Grain Elevator:



From 1957 St. Louis Church Annual Bazaar booklet, Louisville Historical Museum

As noted in the April 4, 1999 *Denver Post* article about the Louisville Grain Elevator, “the automotive industry essentially made grain elevators obsolete, since trucks could load grain in the field and transport it.” The UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado* states that many grain elevators were abandoned between the 1930s and 1950s for basically this reason and because of the failure of railroad companies, the droughts of the 1930s, changes in transportation and farm mechanization, and other reasons.

Although it is believed that the Grain Elevator was not used for the storage of grain for human consumption after the 1950s, the scales continued to be useful for weighing purposes for several more years. This usage of the building continued into at least the mid 1960s. For example, a local teen working for a Louisville farm in the 1960s regularly drove truckloads of silage to the Elevator so that the truck could be weighed, with owner Quentin Thomas making the scales available. These scales from the Grain Elevator were later acquired by a Louisville farming family and are currently located on a Louisville farm. They are believed to have last been used on this farm in the 1990s.

According to the report by Anderson Hallas Architects, the Thomas family's feed store located in the Grain Elevator was open until as late as 1972.

County Assessor Cards

This image from the County Assessor shows the building in circa 1949-1958:



A statement written by the County Assessor's office in 1958 says "This building has been burned out on the inside but is still being used." (As noted above, this fire is believed to have occurred in around 1955.)

Placement on National Register and Colorado Register of Historic Places

In 1986, twelve historic buildings (seven residences and five businesses) in downtown Louisville were found to have met the required criteria and were placed on the National Register of Historic Places. The stated reason for the selection of the Grain Elevator was that "the elevator is historically and visually the most significant structure associated with the agricultural history of the community. Its frame construction and functional design illustrate an important resource type traditionally associated with agriculture. Listed under [Louisville](#) Multiple Resource Area and under [Railroads in Colorado, 1858-1948](#) Multiple Property Submission."

Statements of Significance from Architectural and Historical Surveys

The survey of this building conducted in 2000 for the State of Colorado gave the following statement of significance:

This building has been individually listed on the National Register of Historic Places. It is historically significant, relative to National Register Criterion A, for its association with the theme of agriculture during the first half of the twentieth century. The structure is architecturally significant, under National Register Criterion C, because it [is] one of the region's last remaining wooden grain elevators, and because of its rare stacked plank construction. The preservation of this building should be one of Louisville's highest preservation priorities.

The 1982 inventory record stated the building's special features to be "Multi-level steep gables, 50 feet high at highest gable; next to railroad track for transport" and gave the following statement of significance:

This tall frame structure, although badly deteriorated, provides a valuable visual record of the agricultural heritage of Louisville which has been so largely overshadowed by the pervasiveness of coal mining. . . . [I]ts location near the tracks, (like the early lumber companies), pointed out the fact that Louisville had become an important distribution point for agricultural products by the early 1900's.

The 1982 inventory records also stated that “rehabilitation would help preserve perhaps the only structural link to the agricultural heritage of the town.”

Past Community Discussion About and Recognition of the Louisville Grain Elevator

A 1996 *Louisville Times* article pointed to the strong support expressed by the Economic Development Committee of the Downtown Business Association for saving and re-using the Grain Elevator, and stated:

Its roof is full of holes and its white painted is cracked and faded, but the 91-year-old elevator off Front Street is still coveted as a piece of Louisville's history.

The elevator is considered one of the city's last recoverable landmarks, and a coalition of downtown business interests and historical preservationists is exploring ways to return the building to its former glory and open it to the public.

Citing the DBA's Vice President, Cheri Ruskus, the article noted that “preserving a landmark on what will be an increasingly important gateway to Louisville when the 96th Street interchange opens could mean good things for downtown business.”

1998 saw the completion of “A Preservation Master Plan: Louisville Colorado.” This project and document were funded by the Louisville Downtown Business Association; Historic Boulder, Inc.; the Colorado Historical Society/State Historical Fund; and Boulder County Cultural Council, Tier III SCFD. The completed plan stated that the Economic Development Committee of the Downtown Business Association recognized the potential in sites such as the Grain Elevator “for multiple uses with significant public benefit.”

A 1990s *Denver Post* article stated,

If an enthusiastic group of business owners, preservationists and architects has its way, a towering remnant of this town's rural past will someday welcome visitors to what has become a sprawling modern suburb. The group is studying the possibility of buying and renovating the historic Thomas Grain elevator, built about 1905. Located just a block from Main Street and adjacent to a still-active railway line, the grain elevator rises above Front and Pine streets in downtown Louisville.

A *Denver Post* article from the 1990s noted that the stacked plank method of construction of the Louisville Grain Elevator is unique. The article cited James Stratis, a restoration specialist for the Colorado Historical Society, as stating that “the elevator's role in the grain transportation system and its unique ‘stacked-plank’ architecture make the structure a national treasure.”

In 2007, the organization Historic Boulder, Inc., which is a 501c3 preservation organization focused on the Boulder area, selected the Louisville Grain Elevator for placement on its endangered list.

Boulder County installed a large photo collage at the Boulder County Courthouse within the last two years. This collage includes a historic photo of the Louisville Grain Elevator in the top center because of its strong connection to Boulder County history. Color was added to the photo to reflect the building's original color, which is believed to have been a deep red color.

In 2011, the City of Louisville awarded a contract to Anderson Hallas Architects, PC to complete a structural assessment of the Louisville Grain Elevator. The contract was for \$38,000, which was funded by the City of Louisville through its Historic Preservation Fund. The report by Anderson Hallas Architects, PC, dated May 2, 2011, concluded that the building is structurally sound, barring a few areas of deterioration. The report contains recommendations for a work plan for the Elevator with several different phases and cost estimates.

Sources

The preceding research is based on a review of relevant and available online County property records, census records, and oral history interviews, and Louisville directories, newspaper articles, maps, files, obituary records, survey records, and historical photographs from the collection of the Louisville Historical Museum, as well as the following specific sources:

"Colorado News Items." *Longmont Ledger*, Feb. 10 1905. Accessed at www.coloradohistoricnewspapers.org.

"Curtains up on Louisville restoration: Grain elevator part of 10-year plan to bring back 119-year history." *Daily Times-Call* (Longmont), 1997 (exact date unknown).

"Grain elevator a silent sentinel of plains." *Denver Post*, Apr. 4, 1999.

"Historic preservation proposed on Front St." *Louisville Times*, 1996 (exact date unknown).

"Louisville group hopes to use historic elevator as visitors site." *Denver Post*, 1990s; specific date unknown.

"New Incorporations." *Denver Post*, Aug. 4, 1906. Accessed at www.genealogybank.com.

"New Incorporations." *Denver Post*, May 30, 1902. Accessed at www.genealogybank.com.

"The grain elevator that time forgot: City launches structural assessment as part of effort to preserve 1903 building." *Daily Camera* (Boulder), Oct. 5, 2010.

"Wheat Growers in Louisville Want to See Mr. Mullen." *Denver Post*, Sept. 8, 1918. Accessed at www.genealogybank.com.

Anderson Hallas Architects, PC. Louisville Grain Elevator: Historic Structure Assessment. May 2, 2011.

Boulder County website, www.bouldercounty.org (used for accessing property records and assessor records).

Carnegie Branch Library for Local History, City of Boulder website. www.boulderlibrary.org/carnegie/ (used for various resources, including historic photos of the Louisville Grain Elevator and oral history interview of Merwin Jay Harrison, 1996).

Convery, William J. *Pride of the Rockies: The Life of Colorado's Premiere Irish Patron, John Kernan Mullen*. Boulder: University of Colorado Press, 2000.

Country Grain Elevator Historical Society, <http://www.country-grain-elevator-historical-society.org/>

Denver Public Library Western History Collection, www.denverlibrary.org (used for various resources, including photo of John K. Mullen).

Drumm's Wall Map of Louisville, 1909. Louisville Historical Museum.

Evans, Lee S. *From Happy Valley to the Mountaintop*. Boulder: Daniel Publishing Group, 2002.

History Colorado website, www.historycolorado.org. (used for various resources, including information from the National and Colorado Registers of Historic Places listings).

Louisville, Colorado [map]. 1908. Sanborn Fire Insurance Map. Accessed at www.louisville-library.org.

Preservation Master Plan: Louisville, Colorado. May 1998. Prepared for the Louisville Downtown Business Association.

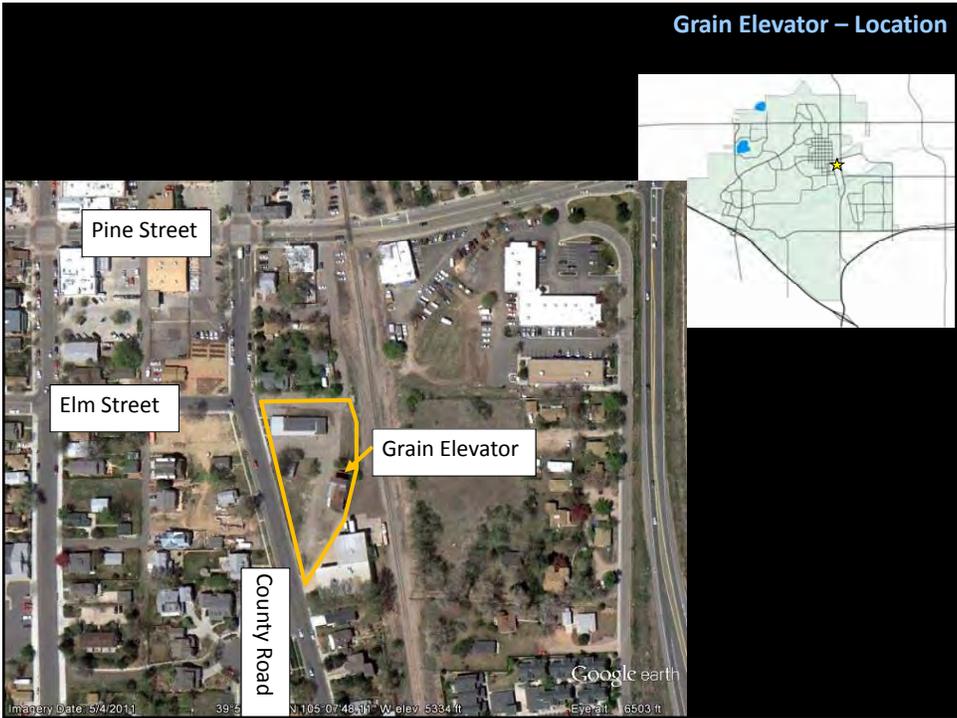
University of Colorado Denver. *Eastern Plains and Front Range Grain Elevators of Colorado*. College of Architecture & Planning, 2009, available at:
<http://www.ucdenver.edu/academics/colleges/ArchitecturePlanning/discover/centers/CenterPreservationResearch/research/Projects/Documents/GrainElevatorReport.pdf>

City Council – Public Hearing
Louisville Grain Elevator – Landmark
Resolution No. 3, Series 2013

DESIGNATING THE LOUISVILLE GRAIN ELEVATOR HOUSE A HISTORIC LANDMARK

Prepared by:
Dept. of Planning & Building Safety

January 8, 2013



Grain Elevator – Background

- Built in 1905 by John K. Mullen, who was the namesake for Mullen High School in Denver.
- Historically used to provide grain to local farmers (by cart) and Denver (by rail car).
- Built along rail line that went to Acme mine.
- Managed by Howard Moore from 1907 to 1934. Howard was a one time mayor of the City of Louisville.
- Owned by Thomas Family from 1957 until present day; Last occupied in 1960's as a feed store.
- Stacked plank construction.

Grain Elevator – Photos



Grain Elevator – Landmark Site

Any change to structures on the landmark site will require an alteration certificate.

- Select boundaries that encompass the entire resource, including both historic and modern additions. Include surrounding land historically associated with the resource that retains integrity and contributes to the property's historic significance.
- Use the legally recorded parcel number or lot lines for urban and suburban properties that retain their historic boundaries and integrity.



Grain Elevator – Conclusion

Staff recommends approval of Resolution No. 3, Series 2013, designating the Louisville Grain Elevator a historic landmark, for the following reasons:

1. It has retained its form and unusual construction.
2. It serves as an important reminder of Louisville's agricultural past and early development.
3. It enhances the sense of community by providing a visual landmark.

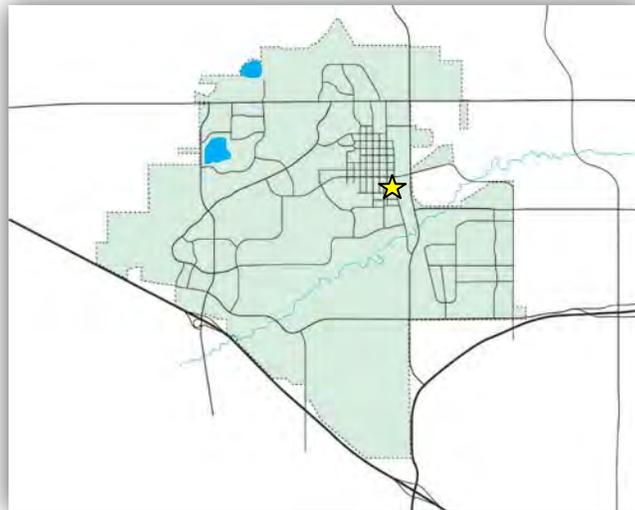
SUBJECT: RESOLUTION NO. 4, SERIES 2013 – A RESOLUTOIN APPROVING AN AMENDMENT TO THE PARBOIS PLACE PLANNED UNIT DEVELOPMENT (PUD) TO SEPARATE THE CONTINGENCY STOPPING THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR UNITS 9 AND 10 IN BUILDING 4, LOT 4 PRIOR TO THE DEMOLITION OF THE EASTERN MOST HOME ON LOT 3

DATE: JANUARY 8, 2013

PRESENTED BY: TROY RUSS, AICP – DIRECTOR OF PLANNING AND BUILDING SAFETY

SUMMARY:

The applicant/owner, Hofstrom, LLC submitted a request to amend the Parbois Place Final Planned Unit Development (PUD) to eliminate a requirement within the PUD to demolish the easternmost building on Lot 3 prior to the issuance of a Certificate of Occupancy for Building 4, which is a duplex for Units 9 and 10 of the Subdivision.



BACKGROUND

The Parbois Place PUD maintains a development restriction of 15 units. The restriction is based on the subdivision's total land area (52,000 SF) and the existing underlying Residential Medium (RM) zone district density (1 unit for every 3,500 SF). The 15 unit density requirement was tied to the demolition of existing structures located on the property to ensure compliance. Specifically, the PUD linked the release of the

SUBJECT: RESOLUTION NO. 4, SERIES 2012

DATE: JANUARY 8, 2013

PAGE 2 OF 4

Certificates of Occupancy of units 9 and 10 in Building 4, to the required demolition of the easternmost residential home in Lot 3.

The PUD allowed a redistribution of the 15-units within the subdivision; but, the PUD did not authorize an increase in density. The Subdivision Plat created, and retained, some 7,000 SF lots which were allowed only a single primary structure. The PUD was written in a way to ensure only 15-units would ever be occupied within the subdivision. One specific action restricted Lot 3 to a single residential unit despite being larger than 7,000 SF. Currently, there are two primary residential structures (units) on Lot 3.

City Council took the restriction on the PUD a bit further by establishing in its resolution of approval a date certain by which residential units and structures within the subdivision must be demolished. City Council Resolution No. 25, Series 2009 specifically states:

Resolution 25, Series 2009 – Condition #2

Applicant shall demolish the three existing structures: one existing Single Family Home on Lot 4 (shown as 561 County Road) and the eastern most single family home on Lot 3 (shown as 555 County Road). The structure located at 561 County Road shall be allowed to remain as a construction site office and will be demolished prior to the issuance of the first certificate of occupancy for Building Three. The structure at 555 County Road will be demolished prior to the issuance of the first certificate of occupancy for Building Four. The existing garage structure on eastern most portion of 561 County Road shall be demolished prior to construction of a single family structure on proposed Lot 6. All above mentioned structures shall be demolished no later than 36 months after the date of Final Plat and PUD approval.

The single family house on Lot 4 has been demolished. However, the easternmost home on Lot 3 and the garage on Lot 6 have not been demolished. According to the resolution the buildings were all to be demolished by July 7, 2012. The condition is also reflected in the recorded subdivision agreement.

On October 26, 2012, the Planning and Building Safety Department notified the owners of Parbois Place, Lots 3 and 6 and Building 4 (Units 9 and 10) of their non-compliance to the Resolution, the Subdivision Agreement, and Planned Unit Development.

Subsequently, the owner of Building 4 submitted a PUD amendment request to eliminate the restriction that prevents the issuance of Certificate of Occupancy for Units 9 and 10 in Building 4 prior to the demolition of the easternmost home on Lot 3. Building 4 and Lot 3 are in separate ownership.

SUBJECT: RESOLUTION NO. 4, SERIES 2012

DATE: JANUARY 8, 2013

PAGE 3 OF 4

The applicant is not requesting that the requirement for demolition of the easternmost home in Lot 3 be removed in its entirety. They are simply asking that the link between the demolition and the Certificate of Occupancy be severed.

Staff is proceeding with enforcing the City Council Resolution, the Subdivision Agreement, and PUD. Planning staff has scheduled a public hearing with the Planning Commission for February 14, 2013 to review the non-compliance issues related to Parbois Place PUD, as authorized under the PUD ordinance.

While staff's recommendation, detailed below, supports removing the linkage between demolition on Lot 3 and COs for Building 4, staff further notes that the required demolition of the easternmost residential structure on Lot 3 would need be maintained in order provide for an overall cap of 15 units within the subdivision. The Planning Director has the administrative authority to amend the PUD and remove the demolition requirement to the garage structure on Lot 6. The PUD allows a single family home on Lot 6, where currently the garage structure is located. Currently, Lots 5 and 6 are owned by a single owner and the garage is serving the house located on Lot 5.

FISCAL IMPACT

There are no identifiable fiscal impacts associated with this request on City Resources.

PLANNING COMMISSION

Planning Commission held a duly noticed public hearing on December 13, 2012. The Planning Commission supported the applicant's request and staff's recommendation unanimously 4-0 with one condition:

1. The applicant shall execute an amendment to the subdivision agreement providing for the lifting of the restriction, the completion of the public improvements, and payment of the land dedication fee, which agreement shall be executed and recorded prior to the recording of the PUD amendment.

STAFF RECOMMENDATION

Staff recommends the restriction on the issuance of Certificates of Occupancy for Building 4 be severed from the requirement for demolition of the easternmost residential structure on Lot 3. This would allow the construction of Buildings 2, 3 and 4 to proceed and remove the barrier to issuance of the first CO for Building 4 which, under the current PUD, is dependent upon demolition activity on a separate Lot.

Staff recommends a minor modification to the Planning Commission's condition of recommended approval. Some uncertainty has arisen related to the public land dedication fee. That fee, in the amount of \$9,738, was agreed to in the original Subdivision Agreement but there is a dispute regarding the payment. This issue is currently under review with the City Attorney. Staff agrees the applicant needs to record a new or amended subdivision agreement to address completion of public improvements. Staff recommends the condition from the Planning Commission be

SUBJECT: RESOLUTION NO. 4, SERIES 2012

DATE: JANUARY 8, 2013

PAGE 4 OF 4

modified to allow the City Manager flexibility, based on the City Attorney's advice, to make a final determination regarding the land dedication fee. Accordingly, staff recommends revising the condition of approval to read as follows:

1. The applicant shall execute an amendment to the subdivision agreement providing for the lifting of the demolition requirement and completion of the public improvements prior to recording of the PUD amendment. Satisfactory resolution of the public land dedication fee shall be determined by the City Manager.

ATTACHMENTS

1. Resolution No. 4, Series 2012
2. Application documents

**RESOLUTION NO. 4
SERIES 2013**

A RESOLUTION APPROVING AN AMENDMENT TO THE PARBOIS PLACE PLANNED UNIT DEVELOPMENT (PUD) TO SEPARATE THE CONTINGENCY STOPPING THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR UNITS 9 AND 10 IN BUILDING 4, LOT 4 PRIOR TO THE DEMOLITION OF THE EASTERN MOST HOME ON LOT 3

WHEREAS, Section 17.28.210 of the Louisville Municipal Code (LMC) outlines the procedures for completing a amendments to a final planned unit development; and,

WHEREAS, the City Staff and the Louisville Planning Commission have reviewed an application and found it to be in compliance Section 17.28.210 of the Louisville Municipal Code; and,

WHEREAS, the Planning Commission held a properly noticed public on December 13, 2012, at which hearing evidence and testimony were entered into the record, including but not limited to the findings in the Louisville Planning Commission Staff Report dated December 13, 2012; and

WHEREAS, the Planning Commission has forwarded to the City Council a recommendation of approval with the following condition:

1. The applicant shall execute an amendment to the subdivision agreement providing for the lifting of the restriction the completion of the public improvements and payment of the land dedication fee, which agreement shall be executed and recorded prior to the recording of the PUD amendment

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Louisville, Colorado does hereby approve of an amendment to the Parbois Place Planned Unit Development (PUD) to separate the contingency stopping the issuance of certificate of occupancy for Units 9 and 10 in Building 4, Lot 4 prior to the demolition of the eastern most home on Lot 3 with a revised condition:

1. The applicant shall execute an amendment to the subdivision agreement providing for the lifting of the demolition requirement and completion of the public improvements prior to recording of the PUD amendment. Satisfactory resolution of the public land dedication fee shall be determined by the City Manager.

PASSED AND ADOPTED this 8th day of January, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

LAND USE APPLICATION

CASE NO. 12-028-FP

APPLICANT INFORMATION

Firm: Hofstrom, LLC
 Contact: Jeff Youngstrom
 Address: 254 Hoover Ct.
Louisville, CO 80027
 Mailing Address: SAME
 Telephone: 303-521-8640
 Fax: _____
 Email: youngstrom.jeff@gmail.com

OWNER INFORMATION

Firm: Evening Investments
 Contact: _____
 Address: _____
 Mailing Address: _____
 Telephone: _____
 Fax: _____
 Email: _____

REPRESENTATIVE INFORMATION

Firm: _____
 Contact: _____
 Address: _____
 Mailing Address: _____
 Telephone: _____
 Fax: _____
 Email: _____

PROPERTY INFORMATION

Common Address: Parbois Place
 Legal Description: Lot 4 Blk _____
 Subdivision Parbois
 Area: _____ Sq. Ft.

TYPE (S) OF APPLICATION

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: _____
- CMRS Facility: _____
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: Building 4 of Lot 4 of Parbois Place is currently linked to the demolition of a home on lot 3. Hofstrom, LLC is applying to have that contingency removed.

RECEIVED

NOV 14 2012

PLANNING

Current zoning: Rm Proposed zoning: _____

SIGNATURES & DATE

Applicant: [Signature] 11/12/2012
 Print: Jeff Youngstrom
 Owner: _____
 Print: _____
 Representative: _____
 Print: _____

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____

11/12/2012

Land Use Application

City of Louisville
749 Main St.
Louisville, CO 80027



To Whom It May Concern:

Hofstrom, LLC has a valid purchase contract on the buildable lots found in lot 4 of the Parbois Place subdivision. It is the desire of Hofstrom, LLC to amend the current PUD to divorce the contingency stopping the issuance of Certificates of Occupancy for the units of building 4, Lot 4 prior to the demolition of the eastern most home on Lot 3. We are not asking that the demolition of the eastern most home on Lot 3 be allowed to remain, we are asking for the link between the demolition and the Certificates of Occupancy be severed.

Regards,



Jeff Youngstrom
Hofstrom, LLC

SUBJECT: APPROVING AN AMENDMENT TO A FINAL SUBDIVISION PLAT AND FINAL PLANNED UNIT DEVELOPMENT TO ALLOW FOR STEEL RANCH MARKETPLACE – A COMMERCIAL / RETAIL DEVELOPMENT

DATE: JANUARY 8, 2013

PRESENTED BY: TROY RUSS, AICP, DIRECTOR OF PLANNING AND BUILDING SAFETY

SUMMARY:

The applicant has requested this be continued to the February 5, 2013 City Council meeting.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve continuance to February 5, 2013.

ATTACHMENTS:

1. None.

SUBJECT: DISTRIBUTION OF 2013 OPEN GOVERNMENT PAMPHLET

DATE: JANUARY 8, 2013

PRESENTED BY: MEREDYTH MUTH, PUBLIC RELATIONS MANAGER

SUMMARY:

Section 4-16 (b) of the Home Rule Charter requires that “The City shall publish and update a pamphlet or other summary of Articles 4 and 5 of this Charter, and other laws relating to citizen participation in municipal government. The pamphlet or summary shall be provided to each member of a public body at its first meeting of the calendar year, and shall be made freely available to citizens on the City’s web site, City Hall, City Library and other public places, and at meetings of public bodies.”

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

1. 2013 Open Government Pamphlet



Open Government & Ethics Pamphlet 2013



City Manager's Office
749 Main Street
Louisville CO 80027

www.LouisvilleCO.gov
info@LouisvilleCO.gov
303.335.4533

Table of Contents

| | |
|--|---|
| Citizen Participation..... | 3 |
| Open Meetings..... | 4 |
| Executive Sessions..... | 5 |
| Ethics..... | 6 |
| Other Laws on Citizen Participation..... | 7 |
| Public Involvement Policy..... | 8 |

Participation in Government

The City of Louisville encourages citizen involvement and participation in its public policy process. There are many opportunities for citizens to be informed about and participate in City activities and decisions. All meetings of City Council, as well as appointed Boards and Commissions, are open to the public and include an opportunity for public comments on items not on the agenda. No action or substantive discussion on an item may take place unless that item has been specifically listed as an agenda item for a regular or special meeting.

Some opportunities for you to participate include:

Reading and inquiring about City Council activities and agenda items, and attending and speaking on topics of interest at public meetings

The City Council meetings:

- Regular meetings are generally held on the first and third Tuesdays of each month at 7:00 PM in the City Council Chambers, located on the second floor of City Hall, 749 Main Street;
- Study sessions are generally held on the second and fourth Tuesdays of each month at 7:00 PM in the Library Meeting Room, located on the first floor of the Library, 951 Spruce Street;
- Regular meetings are broadcast live on Comcast Cable Channel 8 and copies of the meeting broadcasts are available in DVD formats in the City Manager's Office beginning the morning following the meeting;
- Regular meetings are broadcast live and archived for viewing on the web. You can find a link to the web broadcasts from the home page of the City's web site at www.LouisvilleCO.gov.
- Special meetings may be held occasionally on specific topics. Agendas are posted a minimum of 48 hours prior to the meeting.

Meeting agendas for all City Council meetings, other than special meetings, are posted a minimum of 72 hours prior to the meeting at the following locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- City web site at www.LouisvilleCO.gov

Meeting packets with all agenda-related materials are available 72 hours prior to each meeting and

may be found at these locations:

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street,
- City web site at www.LouisvilleCO.gov

You may join the City Council e-mail list and receive electronic summaries of City Council actions at regular and special meetings and discussion at study sessions. Visit the City Council page on the City's web site (www.LouisvilleCO.gov) and follow the instructions to register.

After they are approved by the City Council, meeting minutes of all regular and special meetings are available in the City Clerk's office and on the City's web site (www.LouisvilleCO.gov).

Information about City activities and projects, as well as City Council decisions, is included in the *Community Update* newsletter, mailed to all City residents and businesses. Information is also often included in the monthly utility bills mailed to City residents.

Communicating Directly with the Mayor and City Council Members

Contact information for the Mayor and City Council members is available at www.LouisvilleCO.gov, as well as at City Hall, the Louisville Public Library, and the Recreation/Senior Center.

You may e-mail the Mayor and City Council members directly at CityCouncil@LouisvilleCO.gov.

Mayor's Town Meetings and City Council Ward Meetings are scheduled periodically. These are informal meetings at which all residents, points of view, and issues are welcome. These meetings are advertised at City facilities and on the City's web site (www.LouisvilleCO.gov).

Mayor or City Council Elections

City Council members are elected from three Wards within the City and serve staggered four-year terms. There are two Council representatives from each ward. The mayor is elected at-large and serves a four-year term. City Council elections are held in November of odd-numbered years. For information about City elections, including running for City Council, please contact the City Clerk's Office, first floor City Hall, 749 Main Street, or call 303.335.4571.

Serving as an Appointed Member on a City Board or Commission

The City Council makes Board and Commission appointments annually. Most of the City's Boards and Commissions are advisory, although some have limited decision-making powers. The City Council refers

questions and issues to these appointed officials for input and advice. Please note the Youth Advisory Board has a separate appointment process. The City's Boards and Commissions are:

- Board of Adjustment
- Building Code Board of Appeals
- Cultural Council
- Golf Course Advisory Board
- Historic Preservation Commission
- Historical Commission
- Horticulture and Forestry Advisory Board
- Housing Authority
- Library Board of Trustees
- Local Licensing Authority
- Open Space Advisory Board
- Planning Commission
- Revitalization Commission
- Sustainability Advisory Board
- Youth Advisory Board

Information about the duties and meeting schedules of each board is available on the City's web site (www.LouisvilleCO.gov).

Agendas for all Board and Commission meetings are posted a minimum of 72 hours prior to each meeting and are posted at these locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- City web site at www.LouisvilleCO.gov

Copies of complete meeting packets containing all agenda-related materials are available for review at least 72 hours prior to each meeting and may be found at the following locations:

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street
- City web site at www.LouisvilleCO.gov

Planning Commission

The Planning Commission evaluates land use proposals against zoning laws and holds public hearings as outlined in City codes. Following a public hearing, the Commission recommends, through a resolution, that the City Council accept or reject a proposal.

- Regular Planning Commission meetings are held at 6:30 PM on the second Thursday of each month. Overflow meetings are scheduled for 6:30 PM on the 4th Thursday of the month as needed, and occasionally Study Sessions are held.

- Regular meetings are broadcast live on Comcast Channel 8 and archived for viewing on the web. You can find a link to the web broadcasts from the City's web site (www.LouisvilleCO.gov).

Open Government Training

All City Council members and members of a permanent Board or Commission are required to participate in at least one City-sponsored open government-related seminar, workshop, or other training program at least once every two years.

Open Meetings

The City follows the Colorado Open Meetings Law ("Sunshine Law") as well as additional open meetings requirements found in the City's Home Rule Charter. These rules and practices apply to the City Council and appointed Boards and Commissions (referred to as a "public body" for ease of reference). Important open meetings rules and practices include the following:

Regular Meetings

All meetings of three or more members of a public body (or a quorum, whichever is fewer) are open to the public.

All meetings of public bodies must be held in public buildings and public facilities accessible to all members of the public.

All meetings must be preceded by proper notice. Agendas and agenda-related materials are posted at least 72 hours in advance of the meeting at the following locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- On the City web site at www.LouisvilleCO.gov

Study Sessions

Study sessions are also open to the public. However, study sessions have a limited purpose:

- Study sessions are to obtain information and discuss matters in a less formal atmosphere;
- No preliminary or final decision or action may be made or taken at any study session; further, full debate and deliberation of a matter is to be reserved for formal meetings;

If a person believes in good faith that a study session is proceeding contrary to these limitations, he or she may submit a written objection.

- The presiding officer will then review the objection and determine how the study session should proceed.
- Like formal meetings, a written summary of each study session is prepared and is available to interested persons.

Executive Sessions

The City Charter also sets out specific procedures and limitations on the use of executive sessions. These rules, found in Article 5 of the Charter, are intended to further the City policy that the activities of City government be conducted in public to the greatest extent feasible, in order to assure public participation and enhance public accountability.

The City's rules regarding executive sessions include the following:

Timing and Procedures

The City Council, and City Boards and Commissions, may hold an executive session only at a regular or special meeting.

No formal action of any type, and no informal or "straw" vote, may occur at any executive session. Rather, formal actions, such as the adoption of a proposed policy, position, rule or other action, may only occur in open session.

Prior to holding an executive session, there must be a public announcement of the request and the legal authority for convening in closed session. There must be a detailed and specific statement as to the topics to be discussed and the reasons for requesting the session.

The request must be approved by a supermajority (two-thirds of the full Council, Board, or Commission). Prior to voting on the request, the clerk reads a statement of the rules pertaining to executive sessions. Once in executive session, the limitations on the session must be discussed and the propriety of the session confirmed. If there are objections and/or concerns over the propriety of the session, those are to be resolved in open session.

Once the session is over, an announcement is made of any procedures that will follow from the session.

Executive sessions are recorded, with access to those tapes limited as provided by state law. Those state laws allow a judge to review the propriety of a session if in a court filing it is shown that there is a reasonable belief that the executive session went beyond its permitted scope. Executive session records are not available outside of a court proceeding.

Authorized Topics

For City Council, an executive session may be held only for discussion of the following topics:

- Matters where the information being discussed is required to be kept confidential by federal or state law;
- Certain personnel matters relating to employees directly appointed by the Council, and other personnel matters only upon request of the City Manager or Mayor for informational purposes only;
- Consideration of water rights and real property acquisitions and dispositions, but only as to appraisals and other value estimates and strategy for the acquisition or disposition; and
- Consultation with an attorney representing the City with respect to pending litigation. This includes cases that are actually filed as well as situations where the person requesting the executive session believes in good faith that a lawsuit may result, and allows for discussion of settlement strategies.

The City's Boards and Commissions may only hold an executive session for consultation with its attorney regarding pending litigation.

Ethics

Ethics are the foundation of good government. Louisville has adopted its own Code of Ethics, which is found in the City Charter and which applies to elected officials, public body members, and employees. The Louisville Code of Ethics applies in addition to any higher standards in state law. Louisville's position on ethics is perhaps best summarized in the following statement taken from the City Charter:

"Those entrusted with positions in the City government must commit to adhering to the letter and spirit of the Code of Ethics. Only when the people are confident that those in positions of public responsibility are committed to high levels of ethical and moral conduct, will they have faith that their government is acting for the good of the public. This faith in the motives of officers, public body members, and employees is critical for a harmonious and trusting relationship between the City government and the people it serves."

The City's Code of Ethics (Sections 5-6 through 5-17 of the Charter) is summarized in the following paragraphs. While the focus is to provide a general overview of the rules, it is important to note that all persons subject to the Code of Ethics must strive to follow both the letter and the spirit of the Code, so as to avoid not only actual violations, but public perceptions of violations. Indeed, perceptions of violations can have the same negative impact on public trust as actual violations.

Conflicts of Interest

One of the most common ethical rules visited in the local government arena is the "conflict of interest rule." While some technical aspects of the rule are discussed below, the general rule under the Code of Ethics is that if a Council, Board, or Commission member has an "interest" that will be affected by his or her "official action," then there is a conflict of interest and the member must:

- Disclose the conflict, on the record and with particularity;
- Not participate in the discussion;
- Leave the room; and
- Not attempt to influence others.

An "interest" is a pecuniary, property, or commercial benefit, or any other benefit the primary significance of which is economic gain or the avoidance of economic loss. However, an "interest" does not include any matter conferring similar benefits on all

property or persons similarly situated. (Therefore, a City Council member is not prohibited from voting on a sales tax increase or decrease if the member's only interest is that he or she, like other residents, will be subject to the higher or lower tax.) Additionally, an "interest" does not include a stock interest of less than one percent of the company's outstanding shares.

The Code of Ethics extends the concept of prohibited interest to persons or entities with whom the member is associated. In particular, an interest of the following persons and entities is also an interest of the member: relatives (including persons related by blood or marriage to certain degrees, and others); a business in which the member is an officer, director, employee, partner, principal, member, or owner; and a business in which member owns more than one percent of outstanding shares.

The concept of an interest in a business applies to profit and nonprofit corporations, and applies in situations in which the official action would affect a business competitor. Additionally, an interest is deemed to continue for one year after the interest has ceased. Finally, "official action" for purposes of the conflict of interest rule, includes not only legislative actions, but also administrative actions and "quasi-judicial" proceedings where the entity is acting like a judge in applying rules to the specific rights of individuals (such as a variance request or liquor license). Thus, the conflict rules apply essentially to all types of actions a member may take.

Contracts

In addition to its purchasing policies and other rules intended to secure contracts that are in the best interest of the City, the Code of Ethics prohibits various actions regarding contracts. For example, no public body member who has decision-making authority or influence over a City contract can have an interest in the contract, unless the member has complied with the disclosure and recusal rules. Further, members are not to appear before the City on behalf of other entities that hold a City contract, nor are they to solicit or accept employment from a contracting entity if it is related to the member's action on a contract with that entity.

Gifts and Nepotism

The Code of Ethics, as well as state law, regulates the receipt of gifts. City officials and employees may not solicit or accept a present or future gift, favor, discount, service or other thing of value from a party to a City contract, or from a person seeking to influence an official action. There is an exception for the "occasional nonpecuniary gift" of \$15 or less, but this

exception does not apply if the gift, no matter how small, may be associated with the official's or employee's official action, whether concerning a contract or some other matter. The gift ban also extends to independent contractors who may exercise official actions on behalf of the City.

The Code of Ethics also prohibits common forms of nepotism. For example, no officer, public body member, or employee shall be responsible for employment matters concerning a relative. Nor can he or she influence compensation paid to a relative, and a relative of a current officer, public body member or employee cannot be hired unless certain personnel rules are followed.

Other Ethics Rules of Interest

Like state law, Louisville's Code of Ethics prohibits the use of non-public information for personal or private gain. It also prohibits acts of advantage or favoritism and, in that regard, prohibits special considerations, use of employee time for personal or private reasons, and use of City vehicles or equipment, except in same manner as available to any other person (or in manner that will substantially benefit City). The City also has a "revolving door" rule that prohibits elected officials from becoming City employees either during their time in office or for two years after leaving office. These and other rules of conduct are found in Section 5-9 of the Code of Ethics.

Disclosure, Enforcement, and Advisory Opinions

The Code of Ethics requires that those holding or running for City Council file a financial disclosure statement with the City Clerk. The statement must include, among other information, the person's employer and occupation, sources of income, and a list of business and property holdings.

The Code of Ethics provides fair and certain procedures for its enforcement. Complaints of violations may be filed with the City prosecutor; the complaint must be a detailed written and verified statement. If the complaint is against an elected or appointed official, it is forwarded to an independent judge who appoints a special, independent prosecutor for purposes of investigation and appropriate action. If against an employee, the City prosecutor will investigate the complaint and take appropriate action. In all cases, the person who is subject to the complaint is given the opportunity to provide information concerning the complaint.

Finally, the Code allows persons who are subject to the Code to request an advisory opinion if they are uncertain as to applicability of the Code to a particular situation, or as to the definition of terms used in

the Code. Such requests are handled by an advisory judge, selected from a panel of independent, disinterested judges who have agreed to provide their services. This device allows persons who are subject to the Code to resolve uncertainty before acting, so that a proper course of conduct may be identified. Any person who requests and acts in accordance with an advisory opinion issued by an advisory judge is not subject to City penalty, unless material facts were omitted or misstated in the request. Advisory opinions are posted for public inspection; the advisory judge may order a delay in posting if the judge determines the delay is in the City's best interest.

Citizens are encouraged to contact the City Manager's Office with any questions about the City's Code of Ethics. A copy of the Code is available at the City's web site (www.LouisvilleCO.gov) and also from the Offices of the City Manager and City Clerk.

Other Laws on Citizen Participation in Government

Preceding sections of this pamphlet describe Louisville's own practices intended to further citizen participation in government. Those practices are generally intended to further dissemination of information and participation in the governing process. Some other laws of interest regarding citizen participation include:

Initiative and Referendum

The right to petition for municipal legislation is reserved to the citizens by the Colorado Constitution and the City Charter. An initiative is a petition for legislation brought directly by the citizens; a referendum is a petition brought by the citizens to refer to the voters a piece of legislation that has been approved by the City Council. In addition to these two petitioning procedures, the City Council may refer matters directly to the voters in the absence of any petition. Initiative and referendum petitions must concern municipal legislation—as opposed to administrative or other non-legislative matters. By law the City Clerk is the official responsible for many of the activities related to a petition process, such as approval of the petition forms, review of the signed petitions, and consideration of protests and other matters. There are minimum signature requirements for petitions to be moved to the ballot; in Louisville, an initiative petition must be signed by at least five percent of the total number of registered electors. A referendum petition must be signed by at least two and one-half percent of the registered electors.

Public Hearings

In addition to the opportunity afforded at each regular City Council meeting to comment on items not on the agenda, most City Council actions provide opportunity for public comment through a public hearing process. For example, the City Charter provides that a public hearing shall be held on every ordinance before its adoption. This includes opportunities for public comment prior to initial City Council discussion of the ordinance, as well as after Council's initial discussion but before action. Many actions of the City are required to be taken by ordinance, and thus this device allows for citizen public hearing comments on matters ranging from zoning ordinances to ordinances establishing offenses that are subject to enforcement through the municipal court.

Additionally, federal, state, and/or local law requires a public hearing on a number of matters irrespective of whether an ordinance is involved. For example, a public hearing is held on the City budget, the City Comprehensive Plan and similar plans, and a variety of site-specific or person-specific activities, such as annexations of land into the city, rezonings, special use permits, variances, new liquor licenses, and other matters. Interested citizens may provide comments during these hearings.

Public Records

Access to public records is an important aspect of citizen participation in government. Louisville follows the Colorado Open Records Act (CORA), and the additional public records provisions in the City Charter. In particular, the Charter promotes the liberal construction of public records law, so as to promote the prompt disclosure of City records to citizens at no cost or no greater cost than the actual costs to the City.

The City Clerk is the custodian of the City's public records, except for financial, personnel, and police records which are handled, respectively, by the Finance, Human Resources, and Police Departments. The City maintains a public policy on access to public records, which include a records request form, a statement of fees, and other guidelines. No fee is charged for the inspection of records. No fee is charged for locating or making records available for copying, except in cases of voluminous requests or dated records, or when the time spent in locating records exceeds two hours. No fees are charged for the first 25 copies requested, or for electronic records.

Many records, particularly those related to agenda items for City Council and current Board and Commission meetings, are available directly on the City's

web site at www.LouisvilleCO.gov. In addition to posting agenda-related material, the City maintains communication files for the City Council and Planning Commission, which are available for public inspection at the City Clerk's Office, 749 Main Street.

CORA lists the categories of public records that are not generally open to public inspection. These include, for example, certain personnel records and information, financial and other information about users of city facilities, privileged information, medical records, letters of reference, and other items listed in detail in CORA. When public records are not made available, the custodian will specifically advise the requestor of the reason.

Citizens are encouraged to review the City's web site (www.LouisvilleCo.gov) for information, and to contact the City with any questions regarding City records.

Public Involvement Policy

Public participation is an essential element of the City's representative form of government. To promote effective public participation City officials, advisory board members, staff and participants should all observe the following guiding principles, roles and responsibilities:

Guiding Principles for Public Involvement

Inclusive not Exclusive - Everyone's participation is welcome. Anyone with a known interest in the issue will be identified, invited and encouraged to be involved early in the process.

Voluntary Participation - The process will seek the support of those participants willing to invest the time necessary to make it work.

Purpose Driven - The process will be clearly linked to when and how decisions are made. These links will be communicated to participants.

Time, Financial and Legal Constraints - The process will operate within an appropriate time frame and budget and observe existing legal and regulatory requirements.

Communication - The process and its progress will be communicated to participants and the community at-large using appropriate methods and technologies.

Adaptability - The process will be adaptable so that the level of public involvement is reflective of the magnitude of the issue and the needs of the participants.

Access to Information - The process will provide participants with timely access to all relevant information

in an understandable and user-friendly way. Education and training requirements will be considered.

Access to Decision Making - The process will give participants the opportunity to influence decision making.

Respect for Diverse Interests - The process will foster respect for the diverse values, interests and knowledge of those involved.

Accountability - The process will reflect that participants are accountable to both their constituents and to the success of the process.

Evaluation - The success and results of the process will be measured and evaluated.

Roles and Responsibilities - City Council

City Council is ultimately responsible to all the citizens of Louisville and must weigh each of its decisions accordingly. Councilors are responsible to their local constituents under the ward system; however they must carefully consider the concerns expressed by all parties. Council must ultimately meet the needs of the entire community—including current and future generations—and act in the best interests of the City as a whole.

During its review and decision-making process, Council has an obligation to recognize the efforts and activities that have preceded its deliberations. Council should have regard for the public involvement processes that have been completed in support or opposition of projects.

Roles and Responsibilities - City Staff and Advisory Boards

The City should be designed and run to meet the needs and priorities of its citizens. Staff and advisory boards must ensure that the Guiding Principles direct their work. In addition to the responsibilities established by the Guiding Principles, staff and advisory boards are responsible for:

- ensuring that decisions and recommendations reflect the needs and desires of the community as a whole;
- pursuing public involvement with a positive spirit because it helps clarify those needs and desires and also adds value to projects;
- fostering long-term relationships based on respect and trust in all public involvement activities;
- encouraging positive working partnerships;
- ensuring that no participant or group is marginalized or ignored;
- drawing out the silent majority, the voiceless and the disempowered; and

being familiar with a variety of public involvement techniques and the strengths and weaknesses of various approaches.

All Participants

The public is also accountable for the public involvement process and for the results it produces. All parties (including Council, advisory boards, staff, proponents, opponents and the public) are responsible for:

- working within the process in a cooperative and civil manner;
- focusing on real issues and not on furthering personal agendas;
- balancing personal concerns with the needs of the community as a whole;
- having realistic expectations;
- participating openly, honestly and constructively, offering ideas, suggestions and alternatives;
- listening carefully and actively considering everyone's perspectives;
- identifying their concerns and issues early in the process;
- providing their names and contact information if they want direct feedback;
- remembering that no single voice is more important than all others, and that there are diverse opinions to be considered;
- making every effort to work within the project schedule and if this is not possible, discussing this with the proponent without delay;
- recognizing that process schedules may be constrained by external factors such as limited funding, broader project schedules or legislative requirements;
- accepting some responsibility for keeping themselves aware of current issues, making others aware of project activities and soliciting their involvement and input; and
- considering that the quality of the outcome and how that outcome is achieved are both important.

Updated December 2012

This pamphlet is prepared pursuant to the Home Rule Charter of the City of Louisville.

This is a compilation of Articles 4 and 5 of the Charter of the City of Louisville and is available at all times in the City Clerk's Office, 749 Main Street, Louisville, Colorado, and on the City's web site at www.LouisvilleCO.gov.

This pamphlet is also provided to every member of a public body (board or commission) at that body's first meeting each year.



City Council Regular Meeting Packet
January 8, 2013

Addendum #1
Items presented at the meeting.

Celebrating a Century The Life of Edith Guenzi



**Balfour Retirement Community
1855 Plaza Drive
(Highway 42 and South Boulder Road in Louisville)
Great Room (First Floor of Facility)
May 16, 2010 at 3:30 pm ***

SPECIAL GUESTS:

**Chuck Sisk, Mayor of the City of Louisville
Representative, Louisville Historical Commission
Mike Reeder, Family History Center
Chapter Representative from Qwest Pioneers Club**

*(*Please note that presentation will begin at 3:30 pm. Cake, ice cream and assorted cookies will be served after presentation.)*

**Videotaped interview by Jean Morgan and Christine Warembourg-Wecker, volunteers with the Louisville Historical Commission
Photographs provided by local libraries and museums**

Feature story written in Louisville Times by Kimberli Turner, reporter, photographer and writer for Colorado Hometown Weekly

For more information on the special event, please contact Anita Liscum (Grand Niece of Edith Guenzi) at aliscum@yahoo.com. Please RSVP by May 15th.

Celebrating a Century



The Life of Edith Guenzi

Edith Guenzi has just turned 100 years old. She was born in Louisville on April 30, 1910 and has lived in the same place all of her life. Edith decided not to marry when most women got married and had children. Most women did not work outside of the home at that time. Instead, she went to school to continue her education. After receiving her secretarial degree at Barnes Business College, Edith worked for at the same company for her entire career. She is one of the telephone pioneers with Mountain Bell. She has 40 years of service with the company.

Meredyth Muth

From: Open Records
Subject: FW: Grain Elevator Landmark Application
Attachments: Grain Elevator Shed NW Corner.JPG

From: Malcolm Fleming
Sent: Friday, January 04, 2013 1:47 PM
To: Peter Stewart
Cc: Aquiles La Grave; Florian Speier; Heather Lewis; Jessica Fasick; Kirk Watson; xMike Koertje; Scott Robinson; Troy Russ; Nancy Varra; City Council
Subject: RE: Grain Elevator Landmark Application

Peter:

Thank you for meeting with City staff yesterday. As I mentioned then, and as you will see in the Council Communication, staff agrees with the HPC and recommends that the landmark designation for the Grain Elevator cover the building and the site (with the exception of the northernmost portion of the site, which includes the NAPA building). As I also mentioned yesterday, staff's efforts to secure a permit to demolish the shed that sits in front of the Grain Elevator (see attached photo) are only intended to expedite that outcome if demolishing the shed is part of an approved plan. It is not something we will act on unless it is part of an approved redevelopment plan.

Finally, I will again repeat my strong objection to your following email comments:

“The only purpose I can find is the ability to exclude HPC in reviewing appropriate and compatible development on the site, now and in the future. Rather than buying into the truly destructive misperception that successful development is only possible by reducing public review and lowering standards...”

To imply that City staff is interested in somehow excluding the HPC from being involved in the Grain Elevator redevelopment is off base; that is clearly not staff's intent. Furthermore, to imply that staff “buys into” the “misperception that successful development is only possible by reducing public review and lowering standards” is simply untrue and unproductive. City staff have worked diligently and openly to produce the best outcome on the Grain Elevator. We may not always agree on the best approach, but I hope we can agree that all viewpoints matter and that we desire a mutually beneficial outcome for the City and its residents. Words matter, and I hope all involved will be thoughtful, respectful and civil as the Grain Elevator project moves forward.

I agree whole heartedly with you that the Grain Elevator project is a great opportunity for the City to demonstrate how a successful historic rehabilitation project happens. We can only do that by all working collaboratively together. I appreciate your expertise and I look forward to working with you and the other members of the HPC, the State preservation office, non-profit preservation groups, developers interested in this project and the public.

Malcolm Fleming

Louisville City Manager
(303) 335-4532
malcolmf@louisvilleco.gov

From: Peter Stewart [<mailto:peter@stewart-architecture.com>]
Sent: Wednesday, December 26, 2012 11:37 AM
To: City Council
Cc: Aquiles La Grave; Florian Speier; Heather Lewis; Jessica Fasick; Kirk Watson; peter@stewart-architecture.com; xMike Koertje; Scott Robinson
Subject: Grain Elevator Landmark Application

Date: December 26, 2012

From: Peter Stewart

RE: Grain Elevator Landmark Application

Councilman Dalton and Louisville City Council,

I am writing to respond to your suggestion that the Grain Elevator landmark designation be limited to the building only and exclude the property. On the surface this may seem like a good idea – after all it's the building that has historic significance – but on closer examination it is actually not such a good idea and in fact, contrary to the intent and purpose our historic preservation code.

Our preservation code (LMC Sec 15) is typical of most jurisdictions that have preservation codes. It includes minimum established standards which qualifies Louisville to be a Certified Local Government (CLG) [as a CLG we receive funding and other benefits from the State (via Federal, National Preservation Act monies, and qualifies our local landmarks for state tax credits.] Our code thus is set up to allow two types of designations; 1- historic districts (for multiple properties), and 2- Individual landmarks (for an individual property). In almost all situations when an individual building is landmarked, its site (the legal property) is the designated site. With each designation type, district or individual, additions, alterations, and improvements are encouraged and allowed within their designated sites, so long as they are appropriate. For example, if a future owner of the Grain Elevator property were to propose a 3 story row house on the site between the grain elevator and the street, that may be found to be inappropriate as public views of the elevator would be obscured and the scale and character of the addition may be incompatible. Review of appropriateness, per code criteria, is intended to ensure that the landmark's character and integrity are respected and preserved not only by the current owner, who are generally very respectful of preservation issues, but future owners as well. This is essentially the purpose of having a landmark program. This example, and others you can imagine, illustrate that if the site designation were reduced solely to a building's footprint it would render the usual and customary protections useless and substantially defeat the purpose of landmarking.

The Historic Preservation Commission's specific determination of the landmark boundary, for the Grain Elevator site, was not arbitrary and is based on the facts, criteria and standards of best preservation planning practice. In fact the northern portion of the site which could have been included was excluded because of the loss of integrity presented by the old Napa building. Beyond code, standards and practice, there are additional reasons not to further reduce or shrink the boundaries including:

- 1) Unequal rules: There would be one set of rules for the City and another set of rules for everyone else. The City should set the example for best preservation practices not be the exception. It sends the wrong message to others considering landmarking.
- 2) Stewardship of a Nation Register Landmark: This landmark is exceptional and its significance is not only local but state and national as well. It should receive extra care and protection, not less.
- 3) City Preservation Funds: It would be reasonable to conclude that if historic preservation funds were used to purchase the site, landmarking would be a condition of the purchase, and one would want to protect the investment made in the grain elevator.
- 4) State Grants: When discussed with the State Preservation Office staff, they stated that reduction in the site boundary would likely disqualify the project from receiving State grant funding. (Currently State Grants are available for up to \$200,000/ year)

5) Financial Incentives: Only those portions of the site designated qualify to receive local historic preservation funds. Likewise, use of state tax credits for site work may be disqualified as well.

6) CLG status: It could be viewed as a violation of our contract with the State wherein we are to administer our preservation code in accordance with established standards and practices.

In conclusion, there are numerous negatives in reducing the site boundary, and I do not see any advantage or purpose in doing so. The only purpose I can find is the ability to exclude HPC in reviewing appropriate and compatible development on the site, now and in the future. Rather than buying into the truly destructive misperception that successful development is only possible by reducing public review and lowering standards, I see this project as providing an great opportunity for the City to demonstrate how a successful historic rehabilitation project happens by embracing best preservation practices and encouraging involvement of the HPC, the state preservation office, non-profit preservation groups, developers and the public. I would like to see the City of Louisville be an example of inclusive development, and the final product and the process to serve as a model and inspiration to others.

I am grateful for the opportunity to serve on the HPC and I hope our advisory role is useful to Council concerning these and other historic preservation matters.

Have a wonderful holiday and I look forward to working with you in the New Year,

Sincerely,

Peter Stewart

