

Revitalization Commission

Agenda

Wednesday, January 11, 2023
City Hall, Council Chambers
749 Main Street
8:00 AM

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

- You can call in to [+1 646 876 9923](tel:+16468769923) or [833 548 0282](tel:8335480282) (toll free) Webinar ID [#852 0147 8768](tel:85201478768)
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/revitalizationcommission.

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of December 14, 2022 Meeting Minutes
5. Public Comments on Items Not on the Agenda
6. Reports of Commission
 - a. Staff Updates
7. Business Matters of Commission
 - a. Discussion- Draft Amendment Language for Pre-Approved Spending Authority

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office at 303.335-4536 or MeredythM@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574.

- b. Discussion- Underpasses within Highway 42 Urban Renewal Area
 - c. Façade Improvement Program Agreements Update
- 8. Discussion Items for Next Meeting
 - a. LRC Work Plan
 - b. Façade Improvement Program Applications
- 9. Commissioners' Comments
- 10. Adjourn

Louisville Revitalization Commission (LRC)

8:00 a.m. | Wednesday, December 14, 2022

City Hall Council Chambers (2nd Floor)

Regular Meeting

Call to Order – Chair Adler called the meeting to order at 8:02 AM and took roll call.

Commissioners Present: Alexis Adler
Clif Harald
Councilmember Chris Leh
Bob Tofte
Corrie Williams

Staff Present: Austin Brown, Economic Vitality Specialist
Jeff Durbin, City Manager
Nick Cotton-Baez, Attorney to the City of Louisville
Rob Zuccaro, Director of Community Development
Ligea Ferraro, Executive Administrator

Others Present: Councilmember Fahey, Rick Kron, Mike Kranzdorf, Stephen Knapp

Approval of Agenda:

Commissioner Tofte made a motion to approve the agenda. Commissioner Harald seconded. Approved.

Approval of November 9, 2022 Meeting Minutes:

Commissioner Tofte made a motion to approve the minutes. Commissioner Harald seconded. Approved.

Public Comments on Items Not on the Agenda:

Rick Kron (DBA president) noted that there is still a vacancy on the board and recommended Matt Dalton as a possible candidate.

Reports of Commission:

Councilmember Leh reported on last night's council meeting. After lengthy discussion, council decided to re-advertise the open LRC position. Councilmember Maloney will be promoted to Mayor starting January 10, 2023, serving until the next election. The Ward 3 councilmember opening resulting from Councilmember Maloney's promotion will be advertised this week with interviews occurring on January 31, 2023.

Chair Adler asked that the commission be given the deadline for new applicants for LRC seat. There was a discussion on what the LRC needs in a new member and Councilmember Leh suggested that commissioners should contact councilmembers to provide input prior to advertising or interviews. Chair Adler asked staff to provide applications to the LRC and encouraged commissioners to review them and contact council members with input.

Staff updates

The City reposted the Economic Vitality Manager position on December 5th and is currently accepting applications. Director Zuccaro noted that it's important to find someone who is the right fit for the City. Council and LRC have expressed the desire to have someone who is creative and who wants to initiate projects and programs in a new and different way. There was a discussion about various groups to contact to expand the reach of the advertisement. Commissioners should reach out to staff with any recommendations.

The City Attorney noted that Kelly PC will be increasing legal fees to city by 8.2% due to inflation. The City Attorney requested a motion from LRC to approve the firm's fee increases. Chair Adler motioned to approve the new fee schedule for Kelly PC. Councilmember Leh seconded. The new fee schedule was approved.

Staff noted that Lash & Co had their grand opening in the DeLo area on December 8th and the Louisville Chamber of Commerce held a ribbon cutting.

The Louisville Chamber hired a new Executive Director, Eric Lund, who started November 28th.

Staff will send out the final LRC downtown strategy report from DCI after the meeting.

Public comment on DCI report:

Rick Kron noted that report was well done and that DCI did a fine job. He disagreed with recommendation #2 for the underpasses as the cost is extremely high. He noted that S. Street is not thought through due to drainage and that it would drastically affect parking. Rick suggested South Boulder Road might be a good idea though the price is also very high. He reminded the LRC that voters rejected these underpasses by 70% and the projects have been a contentious topic for the City. With the high cost, Mr. Kron believes there are better things to be done for the City with that amount of funding.

Commissioner Comments: Council had their initial work plan discussion Monday and there will be a longer discussion January 17th at the next work plan meeting. Councilmember Leh encouraged LRC to review the work plan, provide input, and attend the meeting if possible. The issue of the underpasses was added; Council needs to provide direction on these projects.

Business Matters of Commission:

Cooperation Agreement with City Council

LRC previously discussed amendments to allow for greater spending discretion and hiring of a staff member dedicated to LRC. Staff noted that an amendment to the 2015 agreement would be required and identified the sections that would need to be updated. The City Attorney noted that amendments will need to be approved by council and signed. LRC should also review the bylaws related to personnel as they may also need to be amended. LRC should confer with the City Manager and City Council prior to pursuing changes to the bylaws.

Chair Adler asked for recommendation from counsel. The City Attorney noted that any amendments require public notice given at a prior meeting. If LRC recommends amendments to the cooperation agreement, amendments to the bylaws should also be recommended related to personnel hiring. There was a discussion around the process for making recommendations to Council.

Commissioner Comments:

Councilmember Williams suggested that it's worth getting clarification about amendments. Councilmember Williams' primary concern is the capacity for the position to support LRC projects.

Public Comments:

Rick Kron asked if it will be reviewed prior to submission to council. The City Attorney confirmed that LRC will review prior to submission to City Council.

The City Attorney noted items for the LRC to consider that may need amendment and asked LRC if they would like proposed amendments for discussion at a later meeting.

Discussion- LRC Staffing Support Options

Director Zuccaro presented on the topic of LRC staffing support options. Current staffing and open positions were discussed in relation to the possibility of recruiting a third full time position. Staff recommended that LRC wait for the Economic Vitality Manager to be hired so they are part of the discussion around hiring an additional position. Staff noted that contracting with a consultant is an option to provide on-call staff support to backfill staff and provide flexibility. Staff provided example job descriptions in the meeting packet and asked the commissioners to provide input on what LRC is looking for.

There was a discussion around the staffing support options. Commissioner Williams noted that the wayfinding project got tabled because of lack of staff support. There was a discussion on what would be needed to move forward on the wayfinding project in 2023.

Commissioner Harald noted that the LRC has spent a lot of time with DCI creating a plan and if LRC adds catalyst and smaller projects to the scope it becomes a challenging undertaking. LRC needs a robust process to zero in on priorities. There are opportunities in the community that aren't going to be around forever and we need an exercise to set priorities for 2023 and 2024.

Director Zuccaro suggested a work planning session for the LRC to further prioritize projects. The LRC agreed to schedule a work planning session in January.

Councilmember Leh voiced a concern about the timing and noted it would be best to complete an LRC work plan prior to Council's final work plan discussion January 17th so that Council has the LRC work plan as part of their final Council Work Plan discussion.

Public Comments:

Rick Kron offered to send suggestions for consultants to staff and agreed that it's more complicated now because the role is a little larger than initially thought. The DCI report suggests additional projects. It's a good direction.

Discussion- Urban Renewal Area Incentives

Urban Renewal Area Incentives came up during the last meeting related to Creative Framing leaving their Main Street location. Staff asked LRC to identify what problems they would like to address with new incentives? For example, the façade improvement program was to improve appeal of downtown Louisville. Are there similar problems LRC wants to address?

There was an extensive discussion around an interior infrastructure improvement program to address blight. The LRC will continue to discuss this program at future meetings.

Commissioner Williams mentioned the possibility of mimicking affordable housing in an affordable commercial program. Commissioner Harald offered to share information on affordable commercial programs with the LRC.

These proposed programs will be included in the work plan discussion.

Public comment: none

Facade Improvement Program Application: Los Viejos, LLC @ 740 Front Street

Staff presented an application for 740 Front, a restaurant located within the Highway 42 urban renewal area at 740 Front Street. The applicant indicated the building was constructed in 1906. As such, the request required historic preservation review. The project is planned for January to February 2023. This request is to paint the building exterior with same color and repair/replace damaged doors with doors of the same shape and style. This request is for

\$37,117 which will result in a total grant of \$31,587.75 to assist in covering costs. Staff recommends approval.

Commissioner Comments: Councilmember Leh noted that the largest portion of the project is for the doors and asked if doors have been included in previous applications. Staff confirmed that doors have been eligible. There was a discussion around the scope of the interior work and eligibility of that work.

The City Attorney suggested that the City confirm that interior work is only on interior of the door or relates to interior of the door and not for other interior work.

Councilmember Leh suggested adding a friendly amendment to this agreement to approve the full amount with the \$1500 interior design charge requiring clarification to ensure it is an eligible expense per staff discretion. Commissioner Harald motioned to approve the application with the friendly amendment included. Commissioner Tofte Seconded.

Roll-call vote to approve the request with the friendly amendment included. Unanimously approved.

Public comment: none

Items for Next Regular Meeting, Wednesday, January 11, 2023 8:00 am

- LRC Work plan session January 9th
 - Wayfinding
 - Underpasses
- Preapproved spending bucket request process discussion
- Budget and funding process
- Façade Improvement Program Applications

Commissioners Comments: none

Commissioner Williams motioned to adjourn; Commissioner Tofte seconded.

Adjourn: The meeting adjourned at 9:57 AM.

SUBJECT: STAFF UPDATES

DATE: JANUARY 11, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

In the following, staff provides business and property updates related to activity within the Highway 42 Urban Renewal Area.

Staffing Update

The City of Louisville reposted the Economic Vitality Manager position in December and is currently accepting applications.

LRC Vacancy Update

The LRC vacancy will be posted no later than January 20th and will remain open for a couple of weeks.

Business Assistance Program (BAP) Update

Economic Vitality received a BAP application from Creative Framing who is considering leasing a space at 1075 S Boulder Road in Christopher Village. Creative Framing is a custom picture framing shop and art gallery currently located at 916 Main Street in Louisville. The company's existing building is being sold by the owner and there will not be an opportunity for Creative Framing to extend or renew its lease.

Work Plan Update

The LRC held a Work Plan session on Monday, January 9. Staff will use the outcomes of this session to update the LRC Work Plan and create an advanced agenda to guide LRC discussion.

ATTACHMENTS:

None.

SUBJECT: DISCUSSION- DRAFT AMENDMENT LANGUAGE FOR PRE-APPROVED SPENDING AUTHORITY

DATE: JANUARY 11, 2023

**PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST
NICK COTTON-BAEZ, LRC/CITY ATTORNEY**

SUMMARY:

This is in follow up to the LRC's discussion regarding certain provisions of the 2015 Amended and Restated Cooperation Agreement, between the LRC and the City ("2015 Agreement"), that the LRC might want to consider renegotiating with the City through an amendment.

DISCUSSION:

At its regular meeting in December 2022, the LRC discussed potential amendments to the 2015 Agreement to allow:

- (1) Greater spending discretion on certain "pre-approved" items; and
- (2) The potential hiring of staff dedicated to the LRC.

In view of the City's anticipated hiring of a new Economic Vitality Director or similar position, the LRC decided to hold off on considering an amendment on that point.

However, the LRC requested language for a potential amendment to the 2015 Agreement to permit greater LRC spending discretion on certain "pre-approved" items, for the LRC's consideration and discussion.

The LRC's attorney has prepared the attached draft language for the potential amendment. The draft amendment would add a new subsection to Section 5 of the 2015 Agreement to set forth a formal process to enable the LRC to obtain City Council approval of "LRC Programs," which would include pre-approved spending authority.

"LRC Program" is defined in the draft as "a comprehensive initiative, in furtherance of the purposes of the Act and the Highway 42 Revitalization Area Urban Renewal Plan, aimed at addressing one or more characteristics of blight within the Highway 42 Revitalization Area on a large scale (e.g., downtown business façade improvement), which is not specific to any particular piece of property or development, and is offered to multiple properties of a certain type or types within the Highway 42 Revitalization Area."

Per the draft, City Council approval of an LRC Program would authorize the LRC, without further Council approval, to: (1) utilize City staff, boards and commissions, and City Council time as necessary to carry out the objectives of the LRC Program; (2) approve LRC Program applications and enter into contracts with program awardees (in substantially the same form as the standard contract approved by the LRC/City

SUBJECT: PRE-APPROVED SPENDING AUTHORITY

DATE: JANUARY 11, 2023

PAGE 2 OF 2

Council); and (3) provide funds to program awardees, subject to the LRC Program budget. Like with the Façade Improvement Program, each LRC Program budget would be submitted annually for City Council approval.

RECOMMENDATION:

Provide staff with direction on whether LRC desires to proceed in negotiating an amendment to the 2015 Agreement to set forth a formal process by which the LRC may obtain pre-approval from the City Council to spend LRC funds on certain pre-approved items.

ATTACHMENTS:

1. Amended and Restated Cooperation Agreement, dated November 17, 2015
2. Packet Memorandum "Cooperation Agreement with City Council," dated December 14, 2022
3. Draft Amendment Language for Pre-Approved Spending Authority

**RESOLUTION NO. 73
SERIES 2015**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION
AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE
REVITALIZATION COMMISSION**

WHEREAS, the City of Louisville (the “City”) is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City; and

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

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the LRC to enter into cooperation agreements, and the Act specifically authorizes the City and the LRC to enter into agreements respecting action to be taken pursuant to any of the powers set forth in the Act; and

WHEREAS, in 2006, the City and the LRC entered into a Cooperation Agreement respecting operating funds, support services, general oversight of the LRC to be provided by the City to the LRC, and related matters, which such Agreement was approved by Resolution No. 49, Series 2006; and

WHEREAS, on April 5, 2011, the City and the LRC entered into an Amended and Restated Cooperation Agreement respecting the same matters; and

WHEREAS, the City desires to update and revise certain provisions of the Agreement and for such purpose there is proposed another Amended and Restated Cooperation Agreement between the City and the LRC;

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


Section 1. The proposed Amended and Restated Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission (the “Agreement”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

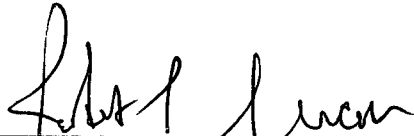
Section 3. The Mayor, City Manager and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, and are further authorized to execute and deliver any and all documents necessary to accomplish the terms, conditions and provisions of the Agreement.

PASSED AND ADOPTED this 17th day of November, 2015.





Nancy Varra, City Clerk



Robert P. Muckle, Mayor

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of Nov. 17, 2015, by and between the CITY OF LOUISVILLE, COLORADO (the City) and the LOUISVILLE REVITALIZATION COMMISSION (the LRC). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the Charter).

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

C. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

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

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3 LRC Budget By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review and approval prior to LRC adoption. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2014 total \$9,894.00. At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

c. Notwithstanding the foregoing, the Parties agree that all Costs and Expenses related to the 550 S. McCaslin Urban Renewal Plan shall be paid by the City

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City

Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. The LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated to carry to out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the LRC's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal plan and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

7. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution.

8. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay

9. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

10. Severability In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

11 Binding Effect. Subject to compliance with Section 13, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns

12 City and LRC Separate Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

13. Assignment This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

14 Governing Law This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado

15 Headings Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

16 Additional or Supplemental Agreements, Organizational Matters The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Cooperation Agreement. The LRC's organizational documents shall provide, as permitted by

C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC. The LRC as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.

17 Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.



Shirley Carra
City Clerk

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

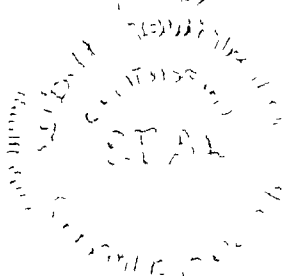
Robas P. French
Mayor

LOUISVILLE REVITALIZATION COMMISSION

Attest

[Signature]
Secretary

[Signature]
Chairman



SUBJECT: COOPERATION AGREEMENT WITH CITY COUNCIL

DATE: DECEMBER 14, 2022

**PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST
NICK COTTON-BAEZ, CITY ATTORNEY**

DISCUSSION:

This memorandum highlights certain provisions of the 2015 Amended and Restated Cooperation Agreement, between the LRC and the City (“2015 Agreement”), that the LRC might want to consider renegotiating with the City through an amendment. The LRC has discussed potential amendments to allow:

- (1) Greater spending discretion on certain “pre-approved” items; and
- (2) The potential hiring of staff dedicated to the LRC.

The City and the LRC entered into a separate cooperation agreement with the City concerning the LRC’s Façade Improvement Program (“Façade Agreement”). The Façade Agreement cross-references the procedures set forth in the 2015 Agreement for the procedures applicable to the City Council’s approval of the LRC’s annual budget for the program.

If the LRC desires to seek pre-approval of “buckets” of spending for additional programs, it may behoove the LRC to request an amendment to the 2015 Agreement to set forth procedures for authorizing an annual budget for such programs. That way, the LRC would not need to request a separate cooperation agreement each time. See Section 5, subsections (a) and (d), of the 2015 Agreement.

If the LRC desires to hire staff dedicated to the LRC, the LRC may want to negotiate amendments to the following Sections of the 2015 Agreement:

- (1) Section 1, Advance of Operating Funds by the City: City advances the LRC’s operating funds; might require amendment to address LRC staff person;
- (2) Section 2, Support Services: City provides LRC with staff support (might require amendment to address lessened/changed City staff support following the hiring of an LRC staff person);
- (3) Section 3, Reimbursement of Operating Funds and Support Services: LRC documents reasonable costs and expenses related to the operating funds and staff support provided by the City, and reimburses the City in accordance with agreed-upon.

ATTACHMENTS:

- Attachment #1: Amended and Restated Cooperation Agreement

Draft Amendment Language
Pre-Approved Spending Authority

Key:

- Additions shown in double underline
- Deletions shown in ~~striketrough~~

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. Except as provided in subsection (e), the ~~The~~ LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated to carry to out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the LRC's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall submit to the City for review and approval any LRC Program. For purposes of this subsection, "LRC Program" means a comprehensive initiative, in furtherance of the purposes of the Act and the Highway 42 Revitalization Area Urban Renewal Plan, aimed at addressing one or more characteristics of blight within the Highway 42 Revitalization Area on a large scale (e.g., downtown business façade improvement), which is not specific to any particular piece of property or development, and is offered to multiple properties of a certain type or types within the Highway 42 Revitalization Area. The LRC's request for approval of an LRC Program shall be accompanied with: (i) a detailed description of the LRC Program objectives and application process; (ii) a proposed LRC Program budget; (iii) a statement of the LRC Program's potential impacts on City staff departments, other City boards and commissions, and the City Council; (iv) a proposed application form; and (v) a proposed standard contract for execution

between the LRC and LRC program awardees. Following Council approval of the LRC Program, the LRC shall not be required to seek further Council approval to: (1) utilize City staff, boards and commissions, and City Council time as necessary to carry out the objectives of the LRC Program; (2) approve LRC Program applications and enter into contracts with program awardees in substantially the same form as the standard contract; or (3) provide funds to program awardees, subject to the LRC Program budget. Each LRC Program budget shall be submitted annually for City Council approval.

e. f. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. g. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

SUBJECT: DISCUSSION- UNDERPASSES WITHIN HIGHWAY 42 URBAN RENEWAL AREA

DATE: JANUARY 11, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) entered into a Cooperation Agreement with the City of Louisville to contribute funding for the construction of underpasses within the Highway 42 Urban Renewal Area. The debt and tax increase ballot measure to fund transportation improvements, including underpasses, was rejected by Louisville voters in November 2021. The LRC has requested discussion regarding the history of the underpasses and options for moving forward.

DISCUSSION:

At its April 13, 2021 meeting, City Council indicated a desire to pursue an approximately \$50M Transportation Master Plan (TMP) implementation package that included the construction of six underpasses. The underpass projects include:

- Hwy 42 underpass @ Short Street
- Hwy 42 underpass @ South Boulder Road
- South Boulder Road underpass @ Main Street
- South Boulder Road underpass @ Via Appia Way
- BNSF/Bullhead Gulch underpass
- Dillon Road underpass @ Power Line Trail

The first three projects listed above are within the Highway 42 Urban Renewal Area. At its April 13, 2021 meeting, City Council very conceptually discussed that contributions from the LRC to the three underpass projects could greatly assist in the accomplishment of the projects for which the City will otherwise need to issue bonds and make reductions in the existing Capital Improvement Plan (CIP). Since the 25-year life of the TIF provision for the Highway 42 Urban Renewal Area ends in 2032, Council considered if the LRC might be willing to contribute \$500,000 per year for the last 10 years of the URA.

The LRC believed that the underpass improvements would advance the purpose and goals of the Highway 42 Revitalization Area Urban Renewal Plan. The purpose of the Plan is, “to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout downtown.” As such, the LRC advanced a Cooperation Agreement (*Attachment #1*) for underpass funding to City Council, which was adopted through Resolution No. 43, Series 2021 (*Attachment #2*) during Council’s July 13, 2021 meeting. During the LRC’s July 14, 2021 meeting, the LRC adopted

SUBJECT: DISCUSSION- UNDERPASSES WITHIN HIGHWAY 42 URA

DATE: JANUARY 11, 2023

PAGE 2 OF 2

Resolution 21-07 (*Attachment #3*) approving the Cooperation Agreement between the City of Louisville and the LRC regarding funding for TMP underpass improvements.

The approved Cooperation Agreement outlined the LRC's desire to provide the City with financial assistance for the construction of underpass improvements at (1) South Boulder Road in the general vicinity of Main Street (Underpass at Main/SBR), and (2) Highway 42 in the general vicinity of South Street (Underpass at HW42/South). In order to support the construction of the two underpasses, the LRC pledged the following revenue:

- **\$7,750,000**, if the City formally approves the construction of the Underpass at Main/SBR, but not the Underpass at HW42/South; or
- **\$18,750,000** if the City formally approves the construction of the Underpass at Main/SBR and the Underpass at HW42/South.

The Cooperation Agreement included the stipulation that the City and LRC, or either party, shall have the right to terminate the agreement if bonds are not issued within 36 months, in an amount sufficient to construct both underpasses.

In November 2021, Ballot Issue 2A – Debt and Tax Increase for Transportation Improvements (*included in Attachment #4*), was rejected by Louisville voters with 57% of voters opposing the plan to just 43% in support. With the rejection of Ballot Issue 2A, the City elected not to move forward with the underpass construction. The LRC has requested that City Council include underpasses in its 2023 Work Plan, which is expected to be finalized by Council on January 17.

ATTACHMENTS:

- Attachment #1: Amended and Restated Cooperation Agreement
- Attachment #2: Resolution No. 43, Series 2021
- Attachment #3: Resolution 21-07
- Attachment #4: November 2, 2021 Election Results

COOPERATION AGREEMENT
Transportation Master Plan Underpass Improvements

This Agreement (the “Cooperation Agreement”) is made as of July 13, 2021, by and between the **CITY OF LOUISVILLE** (the “City”) and the **LOUISVILLE REVITALIZATION COMMISSION** (the “LRC”). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”).

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

C. The City will be undertaking a project to construct improvements at up to six locations identified in the Transportation Master Plan to enhance walkability and connectivity within Louisville.

D. The City plans to finance the intersection improvements with proceeds from a bond issuance of up to \$51,420,000 (the “Bonds”), which financing will be subject to voter approval.

E. While it was originally anticipated that each of the six locations identified in the Transportation Master Plan would be fitted with pedestrian and bicycle underpasses, the City may consider surface improvements at some of the locations due to cost constraints.

F. Three of the six locations identified in the Transportation Master Plan are within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); i.e., the locations in the general vicinity of Highway 42/South Street, Highway 42/South Boulder Road, and Main Street/South Boulder Road.

G. The LRC desires to provide the City with financial assistance for the construction of underpass improvements at (1) South Boulder Road in the general vicinity of Main Street (for brevity, the “Underpass at Main/SBR”), and (2) Highway 42 in the general vicinity South Street (for brevity, the “Underpass at HW42/South”) (referred to together as, the “Plan Area Project”).

H. The LRC’s financial assistance will contribute to the repayment of the Bonds, but only in connection with the Plan Area Project.

I. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements.

J. The Parties desire to enter into this Cooperation Agreement respecting the LRC's financial assistance toward the Plan Area Project.

K. The Plan Area Project is located within the Plan Area.

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

M. The LRC finds that Plan Area Project will help prevent the spread of blight within the Plan Area by providing enhanced walkability and connectivity in furtherance of the purposes of the Act and Plan; and thus desires to participate financially in the Plan Area Project.

N. The Parties intend that LRC financial assistance for the Plan Area Project be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs ("LRC Operating Expenses"), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC's special fund under existing agreements to which the LRC is a party ("Prior Financial Obligations").

AGREEMENT

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

1. Construction of Plan Area Project. The City will finance and construct the Plan Area Project with a portion of the proceeds of the Bonds. The Parties will cooperate to take any and all reasonable steps to design and construct the Plan Area Project. The City will use best efforts to cause the Plan Area Project to be completed in 2026. The City shall own and maintain the Plan Area Project upon completion.

2. LRC Financial Assistance. a. Commencing with the fiscal year 2023, and in accordance with Section 31-25-107(9)(a)(II) of the Act, the LRC shall establish a special fund (the "Special Fund") and deposit therein all Property Tax TIF revenue from the Plan Area upon receipt from the Treasurer of Boulder County, except for LRC Operating Expenses and Prior Financial Obligations.

b. The Parties agree that the Pledged Revenue (defined below) shall be used and expended exclusively for the Plan Area Project and in accordance with Section 4, and paid according to the payment schedule set forth in subsection 2(d) below. The Pledged Revenue available for the Plan Area Project shall be annually or periodically transferred from the Special Fund to the City Capital Projects Fund at such times as shall be determined by the City Finance Director. For purposes of this Cooperation Agreement, "Pledged Revenue" means one of the following amounts:

i. **\$7,750,000**, if the City formally approves the construction of the Underpass at Main/SBR, but not the Underpass at HW42/South (the “Limited Plan Area Project”); or

ii. **\$18,750,000**, if the City formally approves the construction of the Underpass at Main/SBR and the Underpass at HW42/South (the “Full Plan Area Project”).

c. The Parties agree the total of all Pledged Revenue payments to be made in accordance with this Cooperation Agreement is limited to (1) the applicable amount set forth in subsection 2(b) above, or (2) whatever lesser amount of Property Tax TIF revenue is generated from the Plan Area prior to the time that the Urban Renewal Plan, including the Property Tax TIF provision thereof, is terminated or expires, whichever first occurs, *less* LRC Operating Expenses and Prior Financial Obligations.

d. The total of all Pledged Revenue payments in the following years shall be limited to no more than the following amounts:

i. For the Limited Plan Area Project:

<u>Budget Years</u>	<u>Annual Payment</u>
2023-2027	\$1,250,000
2028	\$1,500,000

ii. For the Full Plan Area Project:

<u>Budget Years</u>	<u>Annual Payment</u>
2023-2027	\$1,250,000
2028	\$2,000,000
2029-2031	\$2,500,000
2032	\$3,000,000

e. Subsection (a) notwithstanding, the LRC may make payment with any source of funds available to the LRC.

f. The LRC may use for any lawful purpose amounts not required for payments under this Cooperation Agreement.

g. The Parties shall each keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into and paid out from the Special Fund and other funds for the Plan Area Project.

3. Project Design. a. The LRC shall have the right to participate in the City’s design process and provide input on the underpass improvements relating to Plan Area Project.

b. The City shall use reasonable efforts to ensure the Plan Area Project is designed to include signage, public art, and other amenities to make the improvements aesthetically inviting and functional for all users.

c. After design is finalized for the Plan Area Project, there shall be provided to the LRC for its review and approval any design change or construction change order that is estimated to result in an increase or decrease in (i) Plan Area Project costs by more than ten (10) percent of the LRC's total Pledged Revenue payments or (ii) the costs of any one intersection within the Plan Area by more than \$750,000. After construction commencement, the City shall provide the LRC with a report, at least annually, of construction progress and cost incurred.

4. City's Use of Pledged Revenue Payments. a. Should the City decide to construct the Limited Plan Area Project, the Pledged Revenue shall be used and expended exclusively on the construction of the Underpass at Main/SBR.

b. Should the City decide to construct the Full Plan Area Project, the Pledged Revenue shall be allocated and used as follows:

- i. \$7,750,000 for the construction of the Underpass at Main/SBR;
- ii. \$6,000,000 for the construction of the Underpass at HW42/South; and
- iii. \$5,000,000 for the construction of either underpass or both.

5. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete Plan Area Project. It is contemplated that additional agreements may be required to plan and carry out the Project in accordance with the provisions of the Plan and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party beyond those provided for herein in connection with such activities and undertakings.

6. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution. Without limiting the foregoing, any and all financial obligations of the City hereunder are subject to annual budgeting and appropriation of funds in the discretion of the City Council, and nothing in this Cooperation Agreement is intended or shall be deemed or construed as creating any multiple fiscal-year direct or indirect debt or financial obligation of the City.

7. Termination. a. Nothing in this Cooperation Agreement is intended to obligate the City to construct the Plan Area Project; provided, however, the LRC shall have the right to terminate this Cooperation Agreement if the City determines that neither the Underpass at Main/SBR nor the Underpass at HW42/South will be constructed. The City shall promptly notify the LRC of any such determination.

b. The City and LRC, or either Party, shall have the right to terminate this Cooperation Agreement if the Bonds are not issued within 36 months in an amount sufficient to construct the Plan Area Project.

8. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

9. Prior Agreements. Nothing in this Cooperation Agreement is intended or shall be construed to operate as an amendment to any prior agreement between the Parties, or to enlarge, diminish or impair any provisions of, or any rights, duties or obligations thereunder.

10. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

11. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

12. Binding Effect. Subject to compliance with Section 14, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

13. City and Commission Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

14. Assignment. This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

15. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

16. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

17. Additional or Supplemental Agreements. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out this Cooperation Agreement.

18. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.


IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,
a Colorado municipal corporation

ATTEST:



City Clerk



Mayor

LOUISVILLE REVITALIZATION
COMMISSION

ATTEST:



Secretary



Chair

**RESOLUTION NO. 43
SERIES 2021**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE
CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION
REGARDING FUNDING FOR TRANSPORTATION MASTER PLAN UNDERPASS
IMPROVEMENTS**

WHEREAS, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”); and

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

WHEREAS, the City has identified six locations in the Transportation Master Plan for potential improvements that would to enhance walkability and connectivity within Louisville; and

WHEREAS, the City plans to finance the improvements with proceeds from a bond issuance of up to \$51,420,000 (the “Bonds”), which financing will be subject to voter approval; and

WHEREAS, should the voters approve the bond issuance, the LRC desires to provide the City with financial assistance toward the repayment of a portion of the Bond proceeds used for the construction of underpass improvements at (1) South Boulder Road in the general vicinity of Main Street (for brevity, the “Underpass at Main/SBR”), and (2) Highway 42 in the general vicinity South Street (for brevity, the “Underpass at HW42/South”) (referred to together as, the “Plan Area Project”); and

WHEREAS, the Plan Area Project is within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

WHEREAS, the Plan Area Project will help prevent the spread of blight within the Plan Area by providing enhanced walkability and connectivity in furtherance of the purposes of the Act and Plan; and

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

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the LRC to enter into cooperation agreements; and

WHEREAS, the City and the LRC desire to enter into a Cooperation Agreement respecting the LRC’s financial assistance toward the Plan Area Project; and

WHEREAS, the Cooperation Agreement provides that the LRC’s financial assistance for the Plan Area Project will be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs, and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC’s special fund under existing agreements to which the LRC is a party.

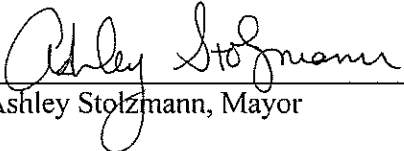
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission (the “Agreement”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

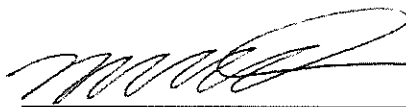
Section 2. The Mayor is authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and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

Section 3. The Mayor, City Manager and City Staff are authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, and are further authorized to execute and deliver any and all documents necessary to accomplish the terms, conditions and provisions of the Agreement.

PASSED AND ADOPTED this 13th day of July, 2021.


Ashley Stolzmann, Mayor

ATTEST:


Meredyth Muth, City Clerk



**LOUISVILLE REVITALIZATION COMMISSION
RESOLUTION NO. 21-07**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE
CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION
REGARDING FUNDING FOR TRANSPORTATION MASTER PLAN UNDERPASS
IMPROVEMENTS**

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

WHEREAS, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”); and

WHEREAS, the City has identified six locations in the Transportation Master Plan for potential improvements that would to enhance walkability and connectivity within Louisville; and

WHEREAS, the City plans to finance the improvements with proceeds from a bond issuance of up to \$51,420,000 (the “Bonds”), which financing will be subject to voter approval; and

WHEREAS, should the voters approve the bond issuance, the LRC desires to provide the City with financial assistance toward the repayment of a portion of the Bond proceeds used for the construction of underpass improvements at (1) South Boulder Road in the general vicinity of Main Street (for brevity, the “Underpass at Main/SBR”), and (2) Highway 42 in the general vicinity South Street (for brevity, the “Underpass at HW42/South”) (referred to together as, the “Plan Area Project”); and

WHEREAS, the Plan Area Project is within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

WHEREAS, the Plan Area Project will help prevent the spread of blight within the Plan Area by providing enhanced walkability and connectivity in furtherance of the purposes of the Act and Plan; and

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

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the LRC to enter into cooperation agreements; and

WHEREAS, the City and the LRC desire to enter into a Cooperation Agreement

respecting the LRC's financial assistance toward the Plan Area Project; and

WHEREAS, the Cooperation Agreement provides that the LRC's financial assistance for the Plan Area Project will be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs, and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC's special fund under existing agreements to which the LRC is a party.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LOUISVILLE REVITALIZATION COMMISSION:

Section 1. The proposed Cooperation Agreement (the "Agreement") between the City of Louisville and the Louisville Revitalization Commission ("LRC"), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The Chair is authorized to execute the Agreement on behalf of the LRC, and the Chair is hereby further authorized to negotiate and approve such revisions to said Agreement as the Chair determines are necessary or desirable for the protection of the LRC, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. The Chair, Secretary, and the officers and employees of the LRC are further authorized to do all things necessary on behalf of the LRC to perform the obligations of the LRC under the Agreement, and are further authorized to execute and deliver any and all documents necessary to accomplish the terms, conditions and provisions of the Agreement.

ADOPTED this 14th day of July, 2021.

ATTEST:



Alexis Adler, Chair



Alex Gorsevski, Secretary

COORDINATED ELECTION STATEMENT AND CERTIFICATE OF DETERMINATION OF THE COORDINATED ELECTION HELD IN LOUISVILLE, COLORADO ON TUESDAY, NOVEMBER 2, 2021

CITY OF LOUISVILLE, COLORADO
MUNICIPAL CANDIDATES

City Council Ward 1 (4-year term)

Keith Keller	1011	34.02%
Chris Leh	1961	65.98%

City Council Ward 2 (4-year term)

Maxine Most	1759	100%
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City Council Ward 3 (4-year term)

Kyle Brown	1774	100%
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CITY OF LOUISVILLE BALLOT ISSUE 2A – DEBT AND TAX INCREASE FOR TRANSPORTATION IMPROVEMENTS

SHALL CITY OF LOUISVILLE DEBT BE INCREASED \$51,420,000, WITH A REPAYMENT COST OF UP TO \$90,240,000; AND SHALL CITY PROPERTY TAXES BE INCREASED UP TO \$3,786,000 ANNUALLY, OR BY SUCH LESSER AMOUNT AS MAY BE NECESSARY TO PAY SUCH DEBT FROM AN ADDITIONAL AD VALOREM PROPERTY TAX MILL LEVY NOT TO EXCEED 5.450 MILLS SUBJECT TO THE FOLLOWING CONDITIONS:

- (1) SUCH DEBT AND TAXES SHALL BE USED FOR THE PURPOSE OF FINANCING THE ACQUISITION AND CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS INCLUDING BUT NOT LIMITED TO UNDERPASSES, BIKE PATHS, PEDESTRIAN WALK WAYS, TRAILS, AND RELATED IMPROVEMENTS OR TO REFUND SUCH DEBT AT A HIGHER OR LOWER INTEREST RATE (OR TO CREATE A RESERVE FOR SUCH PURPOSES);
- (2) SUCH DEBT SHALL BE A LIMITED TAX GENERAL OBLIGATION OF THE CITY, MAY BE EVIDENCED BY BONDS, NOTES, CONTRACTS OR LOAN AGREEMENTS AND SHALL BE PAYABLE FROM A PROPERTY TAX MILL LEVY NOT TO EXCEED 5.450 MILLS AND ALSO FROM EXISTING CITY SALES AND USE TAXES AS DETERMINED BY THE COUNCIL AND FROM OTHER AVAILABLE REVENUE OF THE CITY;
- (3) SUCH DEBT SHALL BE SOLD IN ONE OR MORE SERIES, ON TERMS AND CONDITIONS AND WITH SUCH MATURITIES AS PERMITTED BY LAW AND AS THE CITY MAY DETERMINE, INCLUDING PROVISIONS FOR SALE OF THE BONDS AT A PRICE ABOVE OR BELOW PAR, AND FOR REDEMPTION OR PREPAYMENT PRIOR TO MATURITY, WITH OR WITHOUT PAYMENT OF A PREMIUM NOT TO EXCEED 3.00%;

AND SHALL THE CITY BE AUTHORIZED TO INCREASE SUCH MILL LEVY BEGINNING IN TAX COLLECTION YEAR 2022 AND ANNUALLY THEREAFTER TO OFFSET PROPERTY TAX REFUNDS OR ABATEMENTS OR REDUCTIONS IN THE PERCENTAGE OF ACTUAL VALUATION USED TO DETERMINE ASSESSED VALUATION; AND SHALL THE EARNINGS FROM THE INVESTMENT OF THE PROCEEDS OF SUCH DEBT, SUCH SALES AND USE TAX REVENUES, AND SUCH PROPERTY TAX REVENUES BE COLLECTED, RETAINED, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES/FOR	3825	44.88%
NO/AGAINST	4697	55.12%

I, THE UNDERSIGNED CITY CLERK FOR THE CITY OF LOUISVILLE, COLORADO, CONDUCTED, IN COORDINATION WITH BOULDER COUNTY, AS THE COORDINATED ELECTION ON TUESDAY, THE 2nd DAY OF NOVEMBER, 2021 TO DECIDE CITY COUNCIL ELECTIONS FOR WARD I, WARD II, AND WARD III, AND LOUISVILLE BALLOT ISSUE 2A.

I HEREBY CERTIFY THE RESULTS FOR THE COORDINATED ELECTION ARE TRUE AND CORRECT, AS SHOWN BY THE BALLOTS, IN THE CITY OF LOUISVILLE, COLORADO.

WITNESS MY HAND AND SEAL THIS 23rd DAY OF NOVEMBER, 2021.

Meredyth Muth
City Clerk
City of Louisville
County of Boulder
State of Colorado



SUBJECT: FAÇADE IMPROVEMENT PROGRAM AGREEMENTS UPDATE

DATE: JANUARY 11, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Façade Improvement Program Grant Agreements typically include a termination clause, which causes the agreement to terminate if the Recipient has not completed its obligations by the termination date. There are currently five active Façade Improvement Grant Agreements with a termination date of November 30, 2022 that have not yet been fulfilled.

DISCUSSION:

In order to receive Façade Improvement Program reimbursement, applicants must enter into a Façade Improvement Grant Agreement (*Attachment #1*) with the Louisville Revitalization Commission (LRC). Each agreement includes a termination section, with a clause requiring that the recipient complete all obligations and eligible improvements by a certain date. If the recipient does not complete these actions by the given date, the agreement and the LRC's obligation to pay the reimbursement shall immediately terminate.

In 2022, the LRC approved 15 Façade Improvement Program applications. Of these 15 participants, there are five outstanding Façade Improvement Program Grant Agreements. These five recipients did not fulfill their obligations prior to their termination date of November 30, 2022. These outstanding agreements are included below:

- Tebo Partnership LLLP @ 809 Main Street (\$26,250);
- Crystal Springs Brewing Company @ 604 Main Street (\$15,000);
- My Nature Lab @ 1100 Pine Street (\$17,998.30);
- Scherer Violin Shop @ 844 Main Street (\$3,911.99); and
- Dewlap Properties, LLC @ 700 Front Street (\$15,000).

Staff has been in touch with all of the above recipients and has learned that all recipients still plan to complete their obligations and participate in the Façade Improvement Program. Staff would like to explore an amendment to these agreements to extend the termination date.

RECOMMENDATION:

Staff recommends that the five Grant Agreements be amended to extend the termination date and allow recipients to complete their obligations in 2023.

ATTACHMENTS:

- Attachment #1: Sample Façade Improvement Grant Agreement

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20__ (“Effective Date”), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the “LRC”) and _____ (“Recipient”), the [owner/commercial tenant] of the commercial [building/unit] located at _____ (sometimes referred to individually as “party” or collectively as “parties”).

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

WHEREAS, the LRC has created a Façade Improvement Grant Program (the “Program”) through which the LRC provides grant funding to offset certain eligible costs associated with projects undertaken by owners/tenants to improve the exterior façades of commercial properties within the Highway 42 Revitalization Area (the “Plan Area”), in furtherance of the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

WHEREAS, the Program furthers the purpose of addressing blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville public purpose; and

WHEREAS, Recipient is the [owner/commercial tenant] of the commercial building (the “Building”) located at _____ (the “Property”), which Building and Property are within the Plan Area; and

WHEREAS, Recipient has submitted to the LRC the Recipient’s application (the “Application”) for a grant to offset a portion of the eligible costs associated with the Recipient’s proposed façade improvements to the Building, as more particularly described on *Exhibit A*, attached hereto and incorporated herein by this reference (“Eligible Improvements”); and

WHEREAS, the LRC has approved the Application, and has offered to reimburse a portion of the costs associated with the Eligible Improvements, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the LRC and the Recipient agree as follows:

A. Recipient Obligations. The Recipient shall fulfill each of the following obligations (“Recipient Obligations”):

1. Apply for and obtain all approvals and permits from the City as required pursuant to the City Code for the construction of the Eligible Improvements. Such City approvals and permits may include, without limitation, Historic Preservation Commission approval for improvements to buildings constructed prior to 1955; planning department approval for Eligible Improvements requiring a PUD amendment; and demolition and building permit from the Department of Building Safety.

2. Complete the Eligible Improvements, with Recipient's own funds, in accordance with applicable requirements of the City Code and City-adopted building and fire codes, and the terms and conditions of City-approved plans, permits, and approvals applicable to the Eligible Improvements.

3. No later than ten (10) days after the Eligible Improvements are completed, request inspection by the City. If Recipient does not request this inspection within ten (10) days of completion of the Eligible Improvements, the City may conduct the inspection without the approval of Recipient.

4. Obtain acceptance of Eligible Improvements from the City. If the Eligible Improvements are satisfactory, the City shall grant acceptance. If the Eligible Improvements are unsatisfactory, the City shall provide written notice to Recipient of the repairs, replacements, construction or other work required to receive acceptance.

5. Recipient shall provide the LRC with certified statement of Eligible Improvement costs no later than thirty (30) days after Recipient obtains City acceptance of the Eligible Improvements are completed.

B. Reimbursement. Subject to Section C, upon Recipient's fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, "Reimbursement" means: _____ [Insert one of the following]

[100% of certified Eligible Improvement costs (projects up to \$15,000)]

[75% of certified Eligible Improvement costs (projects between \$15,000.01 and \$50,000)]

[50% of certified Eligible Improvement costs (projects between \$50,000.01 and \$100,000)]

[X% of certified Eligible Improvement Costs (projects above \$100,000; the LRC determines the percentage of certified Eligible Improvement costs to be reimbursed)]

C. Termination. The LRC and Recipient expressly agree that time is of the essence with regard to fulfillment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations within _____ () days of the Effective Date, this Agreement and the LRC's obligation to pay the Reimbursement shall immediately terminate.

D. Recipient's Post-Reimbursement Obligations.

1. In consideration of the LRC's payment of the Reimbursement, the Recipient agrees that the Property shall not be redeveloped within _____ () years of the LRC's payment of the Reimbursement, unless otherwise approved in writing by the LRC.

2. For a Two (2) year period from the date of City acceptance of the Eligible Improvements, Recipient shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City or LRC, shall become necessary. If within thirty (30) days after Recipient's receipt of written notice from the City or LRC requesting such repairs or replacements, the Recipient has not completed such repairs or replacements, the City may complete the repairs or replacements at the Recipient's expense, in which event the Recipient shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City for the full cost of repairs or replacements made by the City. The Recipient and each successor owner of the Building shall be responsible for the maintenance obligations provided for herein.

3. This Section D shall survive termination of this Agreement.

E. Damages Waiver. Recipient shall not be entitled to any payment or compensation of any kind from the LRC or the City for lost profits; direct, indirect, or consequential damages; or costs or expenses of any kind, including but not limited to costs of extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be caused by the City or LRC, reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

F. Indemnification. To the fullest extent permitted by law, the Recipient agrees to indemnify and hold harmless the LRC, and its appointed officers and employees, and 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 this Agreement or the construction of the Eligible Improvements, whether by Recipient or Recipient's contractor, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Recipient or any contractor of the Recipient, or any officer, employee, or agent of the Recipient or Recipient's contractor, or any other person for whom Recipient is responsible. The Recipient shall further bear all other costs and expenses incurred by the City, the LRC, or the Recipient, which are related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if a court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Recipient or any person for whom Recipient is responsible. The City and LRC shall be entitled to costs and attorneys' fees incurred in any action to enforce the provisions of this Section F. The Recipient'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 or the LRC. This Section F shall survive termination of this Agreement.

G. Miscellaneous.

1. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The exclusive venue for any lawsuit concerning the subject matter of this Agreement shall be in the District Court for Boulder County, Colorado. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge concerning the subject matter of this Agreement.

2. Nothing in this Agreement is intended or shall be construed to create a joint venture between the Recipient and the LRC and the City, and neither the LRC nor the City shall ever be liable or responsible for any debt or obligation of the Recipient.

3. This Agreement shall inure to the benefit of and shall be binding upon the LRC and Recipient and their respective successors.

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

Recipient:

LRC:

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
mpierce@louisvilleco.gov

5. This Agreement is personal to Recipient and Recipient may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the LRC. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be voidable by the LRC.

6. NEITHER THE LRC NOR THE CITY HAS LEGAL RIGHTS TO OR OWNERSHIP INTEREST IN THE MATERIALS CHOSEN BY THE RECIPIENT AND AS SUCH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING CONSTRUCTION MATERIALS UTILIZED IN THE ELIGIBLE IMPROVEMENTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, TITLE, SECURITY, NONINFRINGEMENT, UNINTERRUPTED OR ERROR-FREE USE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE.

7. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the LRC and Recipient.

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

reserved to the LRC, the City, and Recipient, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the LRC, the City, or Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

This Façade Improvement Reimbursement Agreement is effective on the date first above written.

RECIPIENT:

By: _____

Name: _____

Title: _____

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

ATTEST:

Alex Gorsevski, Secretary