

Revitalization Commission

Agenda

Wednesday, April 12, 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 or 833 548 0282 (toll free)
Webinar ID #852 0147 8768
- 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 March 8, 2023 Meeting Minutes
5. Public Comments on Items Not on the Agenda
6. Reports of Commission
 - a. Staff Updates
 - b. Downtown Business Association Updates
 - c. Chamber of Commerce Updates

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.

7. Business Matters of Commission
 - a. Discussion/Direction- URA Marketing Strategy
 - b. Discussion/Direction- Downtown Coordinated Streetscape Plan (Scope and RFP)
 - c. Discussion/Direction- Commission and Board URA Project Support (Process and Criteria)
 - d. Façade Improvement Program: Assignment of Agreement from Los Viejos, LLC to Historic 740 Front Street, LLC
8. Discussion Items for Next Meeting
 - a. Funding/Incentive Development- Discussion of Potential New Programs
 - b. Downtown Coordinated Streetscape Plan (Contract)
 - c. Commission and Board URA Project Support
 - d. Façade Improvement Program Applications
9. Commissioners' Comments
10. Adjourn

Revitalization Commission

Wednesday, March 8, 2023 | 8:00AM
City Hall, Council Chambers
749 Main Street

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.

Call to Order – Chair Adler called the meeting to order at 8:05 AM and took roll call.

Commissioner Attendance: Present

Yes	Alexis Adler
Yes	Clif Harald - virtual
Yes	Graham Smith
Yes	Councilmember Chris Leh
Yes	Bob Tofte
Yes	Corrie Williams
Yes	Barbie Iglesias

Staff Present: Austin Brown, Economic Vitality Specialist
Jeff Durbin, City Manager
Nick Cotton-Baez, Attorney to the City of Louisville - virtual
Rob Zuccaro, Director of Planning and Building Safety
Ligea Ferraro, Executive Administrator
Kurt Kowar, Director of Public Works

Others Present: Mike Kranzdorf, Mark Oberholzer, members of public

Approval of Agenda:

Councilmember Leh made a motion to approve the agenda. Commissioner Smith seconded. Approved.

Approval of February 8, 2023 Meeting Minutes:

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

Public Comments on Items Not on the Agenda:

None

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.

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Reports of Commission:

Staff updates

Meet & greet for Economic Vitality Manager finalists was held on March 1st and the business community was invited. The position was offered to April Kroner and accepted with a March 27th start date.

City Council hear a first reading of the Proposed Gas Station Ordinance yesterday and approved an extension to the second reading to be held on 3/21 to allow more time for community dialogue. This topic is on the agenda for the EVC meeting on March 10.

City Council held a Special Meeting on February 28th to discuss long term transportation funding, including future HWY 42 funding potential. The February 28th meeting materials were included in the LRC packet. The City Manager noted that council directed staff to leverage funding against grant money and pursuing the South Street underpass (now called the Burger King underpass), as well as to separately to determine if the Main Street underpass could be funded as well. The Director of Planning and Building Safety noted that there was a discussion about the TIP grant for the HWY 42 underpass at South Street and that there is an indication that The City of Louisville may be in the running for that grant; however, final confirmation has not been received. The grant approval will need to go to DRCOG for vote and approval.

Two businesses closed on Main Street: The Empire Lounge closed on February 26th after 15 years in business. The building is avail for lease or purchase. Gastronomists closed in February. Gravity Brewing remains open and is searching for new tenant.

Downtown coordinate streetscape plan Staff is working with Public Works on scope with a draft RFP available for review at the April LRC meeting.

The current Work Plan was included in the LRC meeting packet.

Downtown Business Association Updates – Corrie Williams

Corrie wasn't able to make the March DBA meeting. Chair Adler noted that communication and coordination is important with DBA and Louisville Chamber. Communication and Coordination with DBA and Chamber will be discussed at the June 14th LRC meeting.

Staff will be meeting with DBA and Louisville Chamber about first Fridays.

Chamber of Commerce Updates - none

Two new part time staff members have been hired at the Chamber of Commerce. They have begun permitting for Taste of Louisville and are looking for a Friday evening event and a change to the 5K race. More information should be available in April.

Commissioner Comments on Items not on the Agenda:

Councilmember Leh noted that there is an EVC meeting Friday afternoon to get input from the business community about the pending draft of the gas station ordinance. Staff drafted the ordinance in response to a community-initiated measure to potentially ban additional gas stations in Louisville. The Public Hearing for the ordinance is on March 21st and there is also a Louisville Sustainability Advisory Board meeting to discuss this topic.

Business Matters of Commission:

Discussion/Direction: URA Marketing Strategy

LRC discussed the marketing strategy and budget and identified it as a priority in 2023. Potential decal options were presented to the LRC for discussion. The Commission requested a few changes to the decals and for updated versions to be provided for further discussion at a future meeting.

Public Comment:

None

Discussion/Direction: Commission and Board URA Project Support

LRC budget includes \$50k for support of Louisville Boards and Commissions in 2023. Staff presented the COL Commission and Board URA Project Support program in hopes to identify the process and criteria for Boards and Commissions to receive funding. Eligibility criteria and application/review process were discussed by the commission.

The City Manager requested staff collaborate with the City Attorney to develop the process and especially agreements for presentation to the LRC at a future meeting.

Commissioner Comments:

Commissioner Williams asked if it's possible to mimic the process in place for the Façade Improvement Program for this program. There was concern that \$50k may not be able to provide as much support as initially hoped for. There was a discussion on how to utilize the funding for the greatest impact.

Councilmember Leh noted that Council will be working to clarify Board and Commission roles for the City.

The City Manager noted a few Boards/Commissions that may be looking for funding and reminded the LRC that this is a pilot program so it will evolve over time.

Chair Adler asked the LRC if the definition for eligible projects should be specific. The City Attorney noted that the projects will need to address blight to be able to use LRC funding.

Commissioner Smith noted that the hope is to implement cross-collaboration and improve communication across Boards and Commissions.

Commissioner Harald agreed that it's important to frame this as a pilot project and details will evolve over time. He noted that this program supports a more generic approach to branding and that LRC funding for any improvements should be acknowledged at the project sites.

Chair Adler noted that this process should be developed by Staff with City Attorney assistance and presented to LRC for approval at a future meeting.

The Director of Community Development noted a few ideas for process development and proposed LRC might want to focus on smaller projects in the pilot year as the process is developed.

Commissioner Smith encouraged LRC to start the program so as not to delay Board and Commission collaboration.

The City Manager suggested that program applications could come through the CMO to streamline the process with an agreement between LRC and the City.

Commissioner Williams noted that she has heard from the LCC about challenges with the Resilient Louisville sculpture. She expressed concern over filtering/agenda getting in the way of city staff submitting the application. She also asked if Boards and Commissions have ideas for projects, will the City running the program reduce the innovation and energy of the projects?

The City Manager provided more information about the Resilient Louisville sculpture discussions.

LRC will leave the development of the process and agreements to Staff and the City Attorney.

Public comments: none

Façade Improvement Program Application: DAJ Design, Inc. – 922A Main Street

Staff presented the DAJ Design, Inc. application to LRC. Staff recommends approval of the application.

Commissioner Comments:

Commissioner Smith asked if this application is to address an aesthetic goal or structural concern. Staff noted that it's primarily an aesthetic concern.

Commissioner Williams asked if this would be a significant improvement to the property.

Chair Adler noted that the application meets LRC criteria.

Staff noted that Planning and Zoning review will be required for these changes. It's Staff's understanding that the intention is not to join the two structures.

Commissioner Williams motioned to approve the application; Commissioner Iglesias seconded. Unanimously approved by roll call vote.

Public comments:

None.

Discussion Items for Next Regular Meeting, Wednesday, April 12, 2023:

1. Downtown Coordinated Streetscape Plan
2. Funding/Incentive Development: Discussion of Potential New Programs
3. Façade Improvement Program Applications

4. Window Decal review

5. Underpasses

Commissioners' Comments:

There was a discussion around a possible day/time change for the LRC meeting schedule. It was determined that the meeting schedule will remain as-is.

Commissioner Smith motioned to adjourn; Chair Adler seconded.

Adjourn: The meeting adjourned at 9:34 AM.

SUBJECT: STAFF UPDATES

DATE: APRIL 12, 2023

**PRESENTED BY: APRIL KRONER, AICP, ECONOMIC VITALITY MANAGER
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.

Louisville Business Forum

The City of Louisville will be hosting a Business Forum on Thursday, April 27 from 8-10 AM. The forum will be hosted at the Louisville Recreation & Senior Center (900 Via Appia Way). The event will include a presentation on Colorado's business outlook, networking, several informational booths, and light breakfast and refreshments.

Dark Sky Lighting Open House

The City of Louisville hosted an open house to discuss both commercial and residential dark sky lighting on Monday, April 10 at the Louisville Public Library. A draft dark sky lighting ordinance (*Attachment #2*) has been posted online for public review. Commercial/industrial business owners, property owners, and developers operating in Louisville may continue to complete the Commercial Outdoor Lighting Survey through April 15.

URA Property Update

The former Walgreen's (655 E South Boulder Road) has been leased by Dollar Tree. The applicant has applied for a building permit for tenant finish improvements to the interior of the existing building.

Marshall Fire Small Business Grants Program

Boulder County and the State of Colorado are partnering with Colorado Enterprise Fund to offer \$1M in grant funding for for-profit businesses impacted by the Marshall Fire and Straight-Line Wind event. These grants are intended to help eligible small businesses that have incurred economic loss or increased business expenses due to the Marshall Fire by providing support toward the retention and/or creation of low- and middle-income full-time jobs in the impacted area. The maximum grant amount per business is \$20,000.

Applications may be submitted through Friday, April 28 at 5 PM. Grant awards are scheduled to be announced the week of May 22, 2023, and distributed the week of May 29, 2023. Additional program information, including eligibility criteria, can be found [online](#).

SUBJECT: STAFF UPDATES

DATE: APRIL 12, 2023

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Work Plan and Advanced Agenda

The most recent Work Plan and Advanced Agenda are both included as *Attachment #4*.

ATTACHMENTS:

1. Business Forum Save the Date
2. Dark Sky Lighting Draft Ordinance
3. Marshall Fire Small Business Grants Program
4. LRC 2023 Work Plan and Advanced Agenda

April 3, 2023

save the date!

LOUISVILLE BUSINESS FORUM

Join us for the next Louisville Business Forum, a series sponsored by the City of Louisville to bring together local businesses, elected officials, City staff, and special guests to network and discuss the business climate here in our community and across the state. The April 27 Forum will feature a special guest speaker who will provide an update on Colorado's business and economic outlook. Stay tuned for more information coming soon!

Thursday, April 27, 2023 • 8 AM
Louisville Recreation & Senior Center
900 Via Appia Way

RSVP Now

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Contact:

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Economic Vitality

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DRAFT LIGHTING ORDINANCE – MARCH 2023

**ORDINANCE NO. XXXX
SERIES XXXX**

**AN ORDINANCE ADOPTING A NEW OUTDOOR LIGHTING CODE FOR THE CITY OF
LOUISVILLE**

WHEREAS, the City of Louisville is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, pursuant to such home rule authority and state law, including but not limited to C.R.S. § 31-23-301 et seq., the City has adopted procedures and standards pertaining to the regulation of outdoor lighting within the City, which are set forth in Chapter 17.24 of the Louisville Municipal Code; the Design Handbook for Downtown Louisville; and the City of Louisville Mixed Use, Commercial and Industrial Development Design Standards and Guidelines; and

WHEREAS, the City Council desires to adopt and incorporate into the Louisville Municipal Code a new Outdoor Lighting Code for the City of Louisville (the “Lighting Code”), which Lighting Code includes standards and guidelines for all outdoor lights in the City; and

WHEREAS, in connection therewith, the City Council desires to make corresponding amendments to Chapter 17.24 of the Louisville Municipal Code, the Design Handbook for Downtown Louisville and the City of Louisville Mixed Use, Commercial and Industrial Development Design Standards and Guidelines; and

WHEREAS, the City has held public workshops to discuss and gather feedback and comments on the Lighting Code; and

WHEREAS, after a duly noticed public hearing, where evidence and testimony were entered into the record, the Louisville Planning Commission has recommended the City Council adopt the Lighting Code and this ordinance; and

WHEREAS, the City Council has reviewed the recommendation of the Louisville Planning Commission and desires to adopt the Lighting Code and this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice.

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

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the City Council.

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Section 2. Title 17 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 17.26 to read as follows:

Title 17 – Zoning

Chapter 17.26 Outdoor Lighting

Chapter 17.26 – Outdoor Lighting

Sec. 17.26.010. Purpose.

The purpose of this ordinance is to provide regulations for outdoor lighting that will:

- A. Protect and enhance human and environmental health;
- B. Promote nighttime safety and visibility through purposeful and directed lighting;
- C. Increase the effectiveness of natural areas in providing sanctuary for wildlife;
- D. Support citywide sustainability efforts by limiting the use of energy resources to the greatest extent possible;
- E. Minimize the adverse impacts of lighting, such as light trespass, glare, artificial night glow, and obtrusive light;
- F. Encourage quality lighting design and implementation;
- G. Effectively manage lighting throughout the city; and
- H. Increase access to and enjoyment of the night sky.

Sec. 17.26.020. Definitions.

The following definitions shall apply to this ordinance:

Agricultural. The Agricultural (A) district as defined in Sec. 17.12.010 of the Louisville Municipal Code (LMC).

Backlighting. Lighting directed behind the luminaire.

Correlated Color Temperature (CCT). A metric to evaluate the color appearance of a light source, as measured by the absolute temperature of a blackbody whose chromaticity most nearly resembles that of the light source.

Downtown. The area encompassing properties with Commercial Community zoning that are located on the west side of the railroad tracks within the downtown, as defined in Sec. 17.08.113 of the LMC.

Footcandle. The unit of measure expressing the quantity of light received on a surface. One footcandle is calculated as the illuminance produced by a candle on a surface one foot square from a distance of one foot.

Fully-shielded. A luminaire constructed and installed in such a manner that all light emitted by the luminaire, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizontal plane through the lowest light-emitting part. The primary intent of fully-shielded fixtures is to eliminate uplighting and limit, to the extent possible, the visibility of the light source to

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reduce glare and impacts on adjacent properties. A luminaire that is full cutoff meets the fully-shielded requirement.

Glare. Lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

Installation. Art, monuments, or any other outdoor features, whether owned publicly or privately, that are meant for public enjoyment and are visible from a public right-of-way or public access easement.

Light trespass (or “trespass”). Light that falls beyond the property it is intended to illuminate.

Lighting. Electric, man-made, or artificial lighting.

Lighting plan. A document(s) (site plan, schedule, et cetera) and accessory materials (specification sheet(s), night view site plan, et cetera) that contains sufficient evidence demonstrating compliance with all of the relevant provisions of this ordinance.

Lumen. The unit of measure used to quantify the amount of light produced by a lamp or emitted from a luminaire (as distinct from “watt,” a measure of power consumption). Lumens have watt equivalencies, to be verified by the Director as needed.

Luminaire. A term to refer to a single unit containing all of the elements that combine to produce lighting. A luminaire consists of the complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.

Luminous elements. The lamp (light bulb), any diffusing elements, and surfaces intended to reflect or refract light emitted from the lamp individually or collectively comprise the luminous elements of a luminaire.

Nonconforming. Existing lighting that does not conform to the specific provisions of this ordinance.

Nonresidential. Properties with commercial, industrial, mixed-use, and/or multi-family buildings of seven (7) dwellings or more.

Open Space (OS). The Open space (OS) district as defined in Sec. 17.12.010 of the LMC.

Open space. Privately-owned land that is undeveloped or developed that can support plant materials and that may be used for recreation, circulation, or may be viewed by them; and that preserve natural features and provide recreation, views, and density relief.

Outdoor lighting. See also “lighting.” Lighting equipment installed within the property line and outside the building envelopes, whether attached to poles, building structures, the earth, or any other location; and any associated lighting control equipment.

Outdoor recreation facilities. Outdoor areas with playing surfaces that are accessible to the public or are used for private commercial purposes.

Pedestrian hardscape. Stone, brick, concrete, asphalt, or other similar finished surfaces intended primarily for walking, such as sidewalks and pathways.

Residential. Single-family homes, duplexes, row houses, and multi-family buildings of six (6) dwellings or fewer.

Uplighting. Lighting element which directs light above a horizontal plane running through the lowest point of the luminous elements.

Warmth. See also “Correlated Color Temperature (CCT)”. Warm lighting, warmer temperature ratings, and similar language refers to lighting that is lower on the CCT scale

and produces a warmer, softer, or more orange glow as opposed to a cooler or brighter glow.

Sec. 17.26.030. Applicability & Scope.

- A. The provisions of this ordinance are applicable to all outdoor lighting except streetlights within public right of way owned by a local government or utility.
- B. **New and replacement lighting.** Except as described below, all outdoor lighting installed after _____ (the date of the effect of this ordinance) shall comply with these requirements. This includes, but is not limited to, new lighting, replacement lighting, or any other lighting whether attached to structures, poles, the earth, or any other location, including lighting installed by any third party.
- C. **Nonconforming status.** All existing outdoor lighting that was legally installed before the passing of this ordinance, that does not conform to the standards specified within, shall be considered nonconforming. Nonconforming outdoor lighting is allowed to remain until required to be replaced pursuant to the terms of this ordinance.
 - 1. Nonconforming outdoor lighting may remain in use and maintained in reasonable repair, but shall not be replaced with luminaires that exceed the maximum CCT.
 - 2. Whenever there is a new use of a property or the use on the property is changed, such as through a Special Review Use (SRU) or a General Development Plan (GDP) Amendment, all outdoor lighting shall be brought into compliance with this ordinance before the new or changed use commences.
 - 3. If a substantial addition or remodel occurs on a property, lighting for the entire property shall comply with the requirements of this ordinance. Substantial additions and remodels are defined as changes to twenty-five percent (25%) or more in terms of additional dwellings, gross floor area, seating capacity, or parking spaces, either with a single addition or remodel or with cumulative additions or remodels.
 - 4. Destruction and Abandonment
 - 1) If more than fifty percent (50%) of the total appraised value of a structure (as determined from the records of the county assessor) has been destroyed, the nonconforming status expires and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformance with the standards of this ordinance.
 - 2) A nonconforming structure shall be deemed abandoned if the structure does not have an active lease or business license registered for any period greater than six (6) months. In that instance, the nonconforming status expires and the structure's previously nonconforming outdoor lighting must be removed and may only be replaced in conformance with the standards of this ordinance.
- 2. It is unlawful to expand, repair, or replace outdoor lighting that was

previously nonconforming, but for which the prior nonconforming status has expired, been forfeited, or otherwise abandoned.

D. Waiver Criteria for Nonresidential Uses. Any request for a waiver from the standards of this ordinance shall follow the procedures and considerations set forth in Title 17 of the LMC for approval of a Planned United Development (Sec. 17.28.110 and Sec. 17.28.120).

1. In addition to the criteria outlined in that section, the City may grant a waiver only if it makes findings that all of the following requirements, insofar as applicable, have been satisfied:
 - 1) That there is a specific need for illumination that cannot be achieved through compliance with this ordinance or through non-illuminated design elements.
 - 2) That the waiver, if granted, is a minimum waiver that will afford relief and is the least modification of the provisions of this ordinance.
 - 3) That the proposed lighting encourages excellence in design and is appropriate with the character of the area.
 - 4) That the waiver will not result in an increase to the restrictions on light trespass in Sec. 17.26.070.
2. Any request for a waiver shall include a lighting plan. The plans shall clearly identify and discuss the proposed alternatives and display compliance with the waiver criteria, including the exhaustion of feasible, compliant alternatives.

E. Variance Criteria for Residential Uses. Any request for a variance from the standards of this ordinance shall follow the procedures and considerations set forth in Title 17 of the LMC for the granting of a variance by the Board of Adjustment (Sec. 17.48.110).

1. In addition to the criteria outlined in that section, the City may grant a variance only if it makes findings that all of the following requirements, insofar as applicable, have been satisfied:
 - 1) That there is a specific need for illumination that cannot be achieved through compliance with this ordinance or through non-illuminated design elements.
 - 2) That the variance, if granted, is a minimum waiver that will afford relief and is the least modification of the provisions of this ordinance.
 - 3) That the variance will not result in an increase to the restrictions on light trespass in Sec. 17.26.070.
2. Any request for a variance shall include a lighting plan. The plans shall clearly identify and discuss the proposed alternatives and display compliance with the variance criteria, including the exhaustion of feasible, compliant alternatives.

Sec. 17.26.040. General Regulations.

All outdoor lighting is subject to the general regulations below except where stated otherwise in the ordinance.

- A. **Fully shielded.** All outdoor lighting shall be fully shielded, as defined in Sec. 17.26.020.
- B. **Color.** All outdoor lighting shall have a Correlated Color Temperature (CCT) of 3000 Kelvin or lower, or lighting rated as soft white.
- C. **Prohibitions.** The following lighting is prohibited:
 - 1. Uplighting as defined in Sec. 17.26.020 and except as allowed in Sec. 17.26.080.
 - 2. Lighting that may be confused with warning, emergency, or traffic signals.
 - 3. Mercury vapor lamps.
 - 4. Aerial lasers, such as are intended to be directed upward or for extended distances.
 - 5. Blinking or flashing lights except as allowed in Sec. 17.26.080.
 - 6. Searchlights, floodlights, or spotlights, except as required by county, state, or federal law; or as used for police, firefighting, emergency management, or medical personnel at their discretion as long as the emergency exists.
- D. **Criteria for Planned Unit Developments (PUDs).** In addition to the requirements of this ordinance, the city council must be satisfied that the lighting plan in the PUD meets each of the following criteria or can demonstrate that one or more of them is not applicable, or receives a waiver pursuant to Sec. 17.26.030 and that a practicable solution with public interest has been achieved for each of these elements:
 - 1. Multi-family residential developments with seven dwellings or more and mixed-use developments containing residential shall limit the impact of unhealthy nighttime lighting on residents to the extent possible, through such means as height limitations, low CCT, shielding, and dimming, above and beyond the scope required by this ordinance.
 - 2. Developments containing open space as defined in the Commercial Development Design Standards and Guidelines (CDDSG) and in Sec. 17.28.080 of the LMC, of .5 acres or larger, and that is meant to preserve natural features and provide recreation, views, and density relief shall enhance the ability of that land to meet those purposes by limiting, to the extent possible, internal light trespass onto that land and by employing low CCT.

Sec. 17.26.050. Residential Uses.

Regulations for residential uses in this section apply to single-family homes, duplexes, row houses, and low rise multi-family buildings of six (6) dwellings or fewer. Multi-family buildings with more than six (6) dwellings are regulated under Sec. 17.26.060.

- A. All outdoor lighting for residential uses are subject to Sec. 17.26.040.
- B. **Lumens cap.** All outdoor lighting shall have a cap of 850 lumens per luminaire.
- C. **Trespass.** Outdoor lighting on properties adjacent to areas zoned Open Space (OS) or Agricultural (A) are subject to additional restrictions as outlined

in Sec. 17.26.070.

- D. **Height.** Any luminaires at or above twenty (20) feet above grade or on a second story (whichever is lower) must use motion-activation unless above a second-story or higher deck.
- E. **Lighting plans.** New construction and substantial additions and remodels as defined in Sec. 17.26.030 are required to submit lighting plans. In addition, all replacement lighting, such as new bulbs and fixtures, must be compliant with the regulations in this ordinance.

Sec. 17.26.060. Nonresidential Uses.

Regulations in this section apply to all nonresidential uses, and for multiple residential properties of seven dwellings or more.

- A. **General regulations and exceptions.** All outdoor lighting in nonresidential uses is subject to Sec. 17.26.040. Lighting solely for the purpose of signage is exempt from this ordinance, as stated in Sect. 17.26.080.
- B. **Lumens cap.** All outdoor lighting shall have a cap of 20,000 lumens per luminaire, to be used as an upper limit and not as a typical or standard lumen level. Caps are meant as maximums to allow for a range of situations and are not meant to represent average or typical lighting levels for most sites.
- C. **Trespass.** Outdoor lighting on properties adjacent to nonresidential areas or areas zoned Open Space (OS) or Agricultural (A) are subject to additional restrictions as outlined in Sec. 17.26.070.
- D. **Downtown.** Downtown, as defined in Sec. 17.26.020, is limited to the following restrictions and exempt from the other restrictions in this section.
 - 1. All outdoor lighting in downtown is subject to Sec. 17.26.040.
 - 2. All outdoor lighting shall have a cap of 5000 lumens per luminaire excepting parking lot lights, which are capped at 20,000 lumens per luminaire. Caps are meant as maximums to allow for a range of situations and are not meant to represent average or typical lighting levels for most sites.
 - 3. Downtown properties are not subject to uniformity standards.

E. Uniformity

- 1. Nothing in this ordinance shall be construed as preventing the full shutting off of lighting regardless of changes to light uniformity measurements.
- 2. Outdoor lighting shall meet the following requirements for light levels when at 100% capacity:

illuminated Surface	Min. Light Level	Max. Light Level
Auto Dealerships: Front Row & Featured Displays Other Merchandise Areas	--- ---	15.0 footcandles 10.0
Parking Lots	.2 footcandles	5.0
Vehicular Entrances from Right-of-Way	1	5.0
Automobile Service-Station Pumping Areas	--	15.0

Drive-In/Drive-Through Canopies	---	15.0
Building Entrance and Exit	1	5.0
Common areas		5.0
Automatic Teller Machines (ATMs)	--	15.0 footcandles ¹
Stairways and Steps	1	5.0
The maximum light levels in this table are meant as caps to allow for a range of situations and are not meant to represent average or typical lighting levels for most sites.		
The Director of Planning and Building Safety has the authority to assign a category if the correct category is not readily apparent.		

3. The minimum-to-maximum light level ratio shall not exceed four-to-one (4:1) anywhere on site when at 100% output.

Sec. 17.26.070. Light Trespass

Regulations in this section apply to outdoor lighting in all use zones.

- A. Light emitted from outdoor lighting on any property shall not cause the light level along any property line, as measured at grade, to exceed the following limits:

Emitting Use	Impacted Use	Max. Light Level
Residential	Open Space (OS) and Agricultural (A) zone districts, and parks of .5 acres or larger	0.0 footcandles measured at the boundary line.
Nonresidential (except Downtown)	Residential uses and Open Space (OS and Agricultural (A) zone districts	
Downtown nonresidential	Residential	0.1 footcandles measured at five (5) feet beyond the emitting use property line.

Sec. 17.26.080. Exceptions.

Regulations for the following lighting applications are limited to the conditions of this section.

- A. All lighting applications in this section are encouraged to be turned off when no one is present.
- B. The following outdoor lighting applications are exempt from all requirements of this ordinance:
 1. Decorative lighting provided by a flame source, except that gas-fired

¹ Within a 10-foot radius from the ATM, the maintained average should not exceed 15.0 footcandles. The ten (10)-foot radius is measured from the center face of the ATM and extends a total of 180 degrees. A pedestrian transition zone should be provided within thirty (30) feet of the ATM. A maintained average should not exceed 7.5 footcandles within the pedestrian transition zone. The thirty (30)-foot radius is measured from the center face of the ATM and extends for a total of 180 degrees. No part of this note may be construed to allow trespass from ATMs greater than what is allowed for all lighting in Section 17.26.070.

- lighting appliances are prohibited.
2. Underwater lighting used for the illumination of swimming pools and other water features.
 3. Lighting solely for the purpose of the internal or external lighting of signage. Signs are regulated by the Sign Code (Sec. 17.24.010).
 4. Portable lighting temporarily used for maintenance or repair.
 5. Temporary lighting for theatrical, television, and performance areas that is not deemed by the City to create a hazard or nuisance.
 6. Emergency lighting used for police, firefighting, emergency management, or medical personnel at their discretion as long as the emergency exists.
 7. Temporary lighting required for road construction or other public improvements.
 8. Lighting within public right-of-way or public access easement for the principal purpose of illuminating streets or roads. No exemptions shall apply to any lighting within the public right-of-way or easement when the purpose of the luminaire is to illuminate areas outside the public right-of-way or easement, unless regulated with a street-lighting ordinance.
 9. Lighting required by county, state, or federal law.
- C. The following outdoor lighting applications are exempt from all requirements of this ordinance except as described in this section below:
1. For residential uses, outdoor luminaires with a low maximum output of up to eighty (80) lumens per luminaire, regardless of the number of bulbs, may be left unshielded provided they are turned off by 11 PM. Luminaires of this type shall illuminate high-impact use areas, such as patios, decks, and similar gathering-spaces or seating-areas, and pedestrian hardscape as defined in this ordinance, and are discouraged as decorative lighting.
 2. For nonresidential uses, outdoor luminaires with a low maximum output of up to 180 lumens per luminaire, regardless of the number of bulbs, may be left unshielded provided they are turned off thirty (30) minutes after closing or the completion of activities. No part of this exception may be construed as applying to the illumination of surfaces primarily used for automobile uses, such as parking lots. The intent of this exception is to provide added safety and visibility for pedestrian pathways and enjoyment in outdoor gathering spaces, and is not meant to allow light trespass onto neighboring properties or to allow for the increase of overall lighting on a site.
 3. Lighting for temporary events such as carnivals, circuses, festivals, fairs, civic events, and exhibitions must be submitted for approval along with a Temporary Use Permit as described in chapter 17.60 and may be subject to conditions as determined by the Director, including but not limited to restrictions on shielding and uplighting and curfews. In addition, the Director of Planning and Building Safety shall consider restrictions that limit uplighting and require additional shielding during

peak migratory wildlife seasons, currently during the months of May and September, to prevent direct upward lighting such as can disrupt navigation and flight patterns.

4. Motion-activation lighting shall not be illuminated for more than five (5) minutes upon activation and shall not exceed 2000 lumens per luminaire.
5. Outdoor luminaires with a maximum of 180 lumens per luminaire for the purpose of seasonal décor may remain from October fifteenth (15th) to January fifteenth (15th) throughout the city. Blinking or flashing seasonal decorations are prohibited on nonresidential properties and discouraged on residential properties. No part of this exception may be construed to allow prohibited lighting types listed in Sec. 17.26.040, even for seasonal decorative purposes.
6. Lighting of up to a total of one (1) flag per property and lighting of up to (1) installation as defined in this ordinance is permitted with the following conditions:
 - 1) On all properties, the tradition of lowering flags at sunset is encouraged to avoid the need for lighting.
 - 2) If illuminated, flags and installations are to be illuminated with up to two (2) spot-type fixtures, shielded to the greatest extent possible, with a combined maximum lumen output of 2500 lumens.
7. Lighting for outdoor recreation facilities that are publicly-owned or for commercial purposes in nonresidential uses is exempted from restrictions elsewhere in this ordinance and shall meet the following requirements:
 - 1) Lighting shall be reviewed through a Planned Unit Development (PUD) process as described in Ch. 17.28.
 - 2) Only lighting used to illuminate a playing surface is governed by this subsection. All other lighting, such as for parking lots and auxiliary structures, is subject to all of the other relevant standards of this ordinance.
 - 3) If the luminaire(s) is not fully shielded, then the lighting must be shielded to the greatest extent practical to eliminate uplighting and limit illumination of all other non-targeted areas.
 - 4) Lighting is subject to trespass standards for Nonresidential in Sec. 17.26.070.
 - 5) Lighting shall have a nominal CCT of no greater than 5700 Kelvin.
 - 6) Lighting controls shall provide the following functions:
 - a. Local or remote manual control with at least two (2) preset light levels.
 - b. Lights shall be automatically extinguished by one (1) hour after the end of play or when not in use.

Section 3. Sections 8.1 to 8.7 of the City of Louisville Commercial Development Design Standards and Guidelines are hereby repealed and reenacted to read as follows:

8.1 Compliance with Outdoor Lighting Code.

Outdoor lighting shall comply with the Chapter 17.26 of the Louisville Municipal Code, as amended from time to time.

Section 4. Sections 8.1 to 8.5 of the City of Louisville Industrial Development Design Standards and Guidelines are hereby repealed and reenacted to read as follows:

8.1 Compliance with Outdoor Lighting Code

Outdoor lighting shall comply with the Chapter 17.26 of the Louisville Municipal Code, as amended from time to time.

Section 5. Any reference to outdoor lighting not in right-of-way is hereby repealed in the Design Handbook for Downtown Louisville. A new section L1 shall be added to Page 15 to read as follows:

L1. Compliance with Outdoor Lighting Code

Outdoor lighting shall comply with the Chapter 17.26 of the Louisville Municipal Code, as amended from time to time.

Section 6. Chapter 14. Exterior Site Lighting in the Mixed Use Development Design Standards and Guidelines is hereby repealed and reenacted to read as follows:

14. Compliance with Outdoor Lighting Code

Outdoor lighting shall comply with the Chapter 17.26 of the Louisville Municipal Code, as amended from time to time.

Section 8. If any portion of this ordinance is held to be invalid for any reason such decisions shall not affect the validity of the remaining portions of this ordinance The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty,

Ordinance No. XX, Series XXXX
Page 11 of 12

forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 10. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED this XX day of _____, 2023

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

City Attorney



Marshall Fire Small Business Grant Program

Boulder County and the State of Colorado are partnering with Colorado Enterprise Fund to offer grant funding for for-profit small businesses impacted by the Marshall Fire and Straight-Line Wind event.

[The Marshall Fire Small Business Grants Program](#) will provide a total of \$1 million in grants through this one-time competitive grant program. The maximum grant amount per business is \$20,000.

The grants are intended to help eligible small businesses that have incurred economic loss or increased business expenses due to the Marshall Fire by providing support toward the retention and/or creation of low- and middle-income full-time jobs in the impacted area.

Applications may be submitted through **Friday, April 28 at 5 PM**. Grant awards are scheduled to be announced the week of May 22, 2023, and distributed the week of May 29, 2023.

To be considered, applicants must be for-profit small businesses in the [Marshall Fire and Wind Event qualifying area](#). Complete eligibility criteria is available [online](#).

See the [program webpage](#) for full details and to submit an online application.



Austin Brown
Economic Vitality Specialist
303-335-4529
abrown@louisvilleco.gov

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**Louisville Revitalization Commission
2023 Tentative Advanced Agenda**



Date	Agenda Items
February 8	<ul style="list-style-type: none"> • Cooperation agreement amendment for pre-approved spending • Discussion – Marketing strategy • Façade improvement program update • 2023 Work Plan review • Review – Façade Improvement Program Applications
March 8	<ul style="list-style-type: none"> • Commission and Board URA Project Support - discussion/develop of process and criteria • URA Marketing Strategy – Window Decals
April 12	<ul style="list-style-type: none"> • Funding/Incentive Development – discussion of potential new programs (Moved to May 10) • URA Marketing Strategy – Window Decals • Downtown Coordinated Streetscape Plan – Scope and RFP • Commission and Board URA Project Support – discussion/develop process and criteria
May 10	<ul style="list-style-type: none"> • Downtown Coordinated Streetscape Plan - contract • Commission and Board URA Project Support – finalize process and criteria • Funding/Incentive Development – discussion of potential new programs
June 14	<ul style="list-style-type: none"> • 2024 CIP Planning/Coordination • DBA Engagement – potential joint meeting
July 12	<ul style="list-style-type: none"> • Funding/Incentive Development – discussion of potential new programs • DBA Engagement – potential joint meeting • 2024 CIP Planning/Coordination
August 9	<ul style="list-style-type: none"> • Funding/Incentive Development – development of programs • Sustainability Grant Program – presentation from Sustainability Coordinator
September 13	<ul style="list-style-type: none"> • Downtown Coordinated Streetscape Plan – plan development • Hwy 42 Plan Development - update/feedback
October 11	<ul style="list-style-type: none"> • Comp Plan Update presentation/feedback • Sustainability Grant Program – discussion of potential new programs
November 8	<ul style="list-style-type: none"> • SBR Corridor Plan – update/feedback
December 13	<ul style="list-style-type: none"> • Downtown Coordinated Streetscape Plan – plan development



**Louisville Revitalization Commission
2023 Work Plan Prioritization Table**



2023 Priority Projects

Project	Potential Steps	Timeline	Estimated Number of Meetings	Funding
Downtown Coordinated Streetscape Plan	<ul style="list-style-type: none"> • Discuss scope and funding • Review Request for Proposal • Council approval/collaboration • Contract for consultant • Public Engagement/plan development • Plan adoption • May include EV charging, alleyway activation, and district branding signage 	Q1-Q4	4-6	TBD
Commission and Board URA Project Support	<ul style="list-style-type: none"> • Create proposal process and criteria for Boards and Commissions • Conduct outreach to Cultural Council and others that may be interested in participation • Review and approve proposals 	Q1-Q4	3+	\$50,000
Funding/Incentive Development	<ul style="list-style-type: none"> • Amend cooperation agreement • Review and develop new incentive programs for existing business improvements • New business attraction and business retention incentives for the URA • Could include historic preservation component • Market program • Review/approve funding opportunities 	Q2-Q4	3+	TBD
Sustainability Grant Program	<ul style="list-style-type: none"> • Explore program for energy efficiency building upgrades/EV charging grants (consider partnership with County PACE) • Consult with Sustainability Coordinator 	Q3-Q4	2+	TBD
Marketing Strategy for URA	<ul style="list-style-type: none"> • Update current marketing materials • Potential hiring of marketing/graphics consultant • Develop materials for new LRC programs 	Q1-Q4	As needed	\$150,000



**Louisville Revitalization Commission
2023 Work Plan Prioritization Table**



Project	Potential Steps	Timeline	Estimated Number of Meetings	Funding
South Street Underpass	<ul style="list-style-type: none"> Engage with City Council on next steps for funding and design Potential DRCOG TIP grant 	Q2-Q3	1+	TBD
DBA Engagement	<ul style="list-style-type: none"> Meeting w/ DBA to identify projects and partnership opportunities Support creation of DBA BID district funding/election 	Q3	1-2	TBD
Small Business Retention/Attraction	<ul style="list-style-type: none"> Consider Development of Grant Program to attract/retain small businesses within URA 	Q3-Q4	2-4	TBD
Hwy 42 Plan Development	<ul style="list-style-type: none"> DRCOG TIP funded design grant Engage in planning and design 	Q3-Q4	1-2	N/A
SBR Corridor Plan	<ul style="list-style-type: none"> DRCOG corridor planning grant Engage in planning and design 	Q3-Q4	1-2	N/A
2024 CIP Planning/Coordination	<ul style="list-style-type: none"> Develop project list Projects may include bicycle and pedestrian improvements, SBR sidewalk widening, etc. Make recommendations on projects and funding/cost share on priority projects 	Q3	2-3	N/A
10 Year Comprehensive Plan Update	<ul style="list-style-type: none"> Provide feedback on plan development Project will extend into 2024 	Q3 or Q4	1-2	N/A
Façade Improvement Program Application Review	<ul style="list-style-type: none"> Review and approve applications Expand marketing materials 	Q1-Q4	As needed	\$300,000
Development Assistance Application Review	<ul style="list-style-type: none"> Review proposals and develop incentive agreements 	Q1-Q4	As needed	TBD
Downtown Street Light Conversation	<ul style="list-style-type: none"> Potential project update 	TBD	1	\$480,000
Downtown ADA Project	<ul style="list-style-type: none"> Potential project update 	TBD	1	\$120,00
Electric Vehicle Charging Stations	<ul style="list-style-type: none"> Potential project update 	TBD	1	\$26,000
Downtown Conduit and Paver Repair	<ul style="list-style-type: none"> Potential project update 	TBD	1	\$420,000



**Louisville Revitalization Commission
2023 Work Plan Prioritization Table**



Other Potential Projects

Project	Potential Steps	Timeline	Estimated Number of Meetings	Funding
Small Business Survey	<ul style="list-style-type: none"> Possible partnership with DBA and/or Chamber 	TBD	TBD	TBD
Shuttle Service to CTC	<ul style="list-style-type: none"> Create program and hire private shuttle service between CTC and Downtown Survey DTC to see if it would be desired. 	TBD	TBD	TBD
Inventory Local Events	<ul style="list-style-type: none"> Create inventory of events and track attendance Focus on marketing local events Develop strategy/use for data 	TBD	TBD	TBD
Cooperative Incubator	<ul style="list-style-type: none"> Define scope and intent of program Identify location, staffing and resources needed Lease incubator space for business start up 	TBD	TBD	TBD
Commissioner Outreach to Property Owners	<ul style="list-style-type: none"> Develop strategy for direct Commissioner outreach to property owners regarding redevelopment opportunities Inform businesses of current programs/façade program 	TBD	TBD	TBD
Parking Lot Management	<ul style="list-style-type: none"> Improve Sports Complex parking to provide additional downtown parking 	TBD	TBD	TBD
Downtown WiFi Network	<ul style="list-style-type: none"> Develop program and contribute to funding Presentation on Downtown communications options 	TBD	TBD	TBD

SUBJECT: DISCUSSION/DIRECTION- URA MARKETING STRATEGY

DATE: APRIL 12, 2023

PRESENTED BY: APRIL KRONER, AICP, ECONOMIC VITALITY MANAGER
AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) identified an Urban Renewal Area (URA) marketing strategy as a priority for 2023. This item was previously discussed by the LRC during its February and March meetings. Materials from these discussions are included as *Attachment #1*.

DISCUSSION:

The LRC identified a URA Marketing Strategy as one of its priorities for 2023. This item is budgeted for \$150,000 in 2023. During its February meeting, the LRC discussed the possibility of utilizing the existing LRC logo for window decals that could be displayed by businesses within the URA. Staff reached out to the graphic designer that prepared the LRC logo and requested potential window decal designs. The LRC reviewed these designs during its March meeting and requested several revisions. The LRC generally preferred options #1 and #3, and asked if these two designs could potentially be combined. Staff has received the requested revisions back and is presenting them for LRC review and approval.

Attachment #2 shows the requested revisions to the LRC window decal. The seven designs all feature minor variations in shape, color, and messaging. Staff seeks LRC feedback on a preferred decal design. Staff will then continue to work with the designer to finalize the decal(s) and make them available to businesses.

ATTACHMENTS:

- Attachment #1: February 8, 2023 and March 8, 2023 Meeting Materials
- Attachment #2: Draft LRC Window Decals

SUBJECT: DISCUSSION/DIRECTION- URA MARKETING STRATEGY

DATE: MARCH 8, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) identified an Urban Renewal Area (URA) marketing strategy as a priority for 2023. This item was previously discussed by the LRC during its February meeting. Materials from this discussion are included as *Attachment #1*.

DISCUSSION:

The LRC identified a URA Marketing Strategy as one of its priorities for 2023. This item is budgeted for \$150,000 in 2023. During its February meeting, the LRC discussed the possibility of utilizing the existing LRC logo for window decals that could be displayed by businesses within the URA. Staff reached out to the graphic designer that prepared the LRC logo and requested potential window decal designs.

Attachment #2 includes the three concepts that the graphic designer prepared with staff input. The first design is a basic decal that could be utilized by all properties within the URA. The second design would be specific to buildings that participated in the Façade Improvement Program. Finally, the third option would be made available to buildings that received any other financial assistance from the LRC.

Staff seeks LRC feedback on the decals, including if there is a preferred design or changes to color, font, etc. that may improve the designs. Staff will then continue to work with the designer to finalize the decal(s) and make them available to businesses.

ATTACHMENTS:

- Attachment #1: February 8, 2023 Materials
- Attachment #2: Draft LRC Window Decals



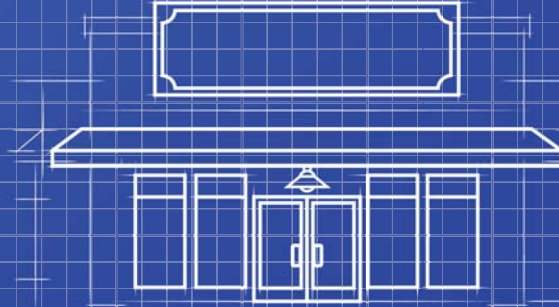
LRC Window Decal - 1
4" x 4"



LOUISVILLE REVITALIZATION COMMISSION

Façade Improvement Program

Investing in the maintenance and vibrancy of commercial structures



LRC Window Decal - 2
6" x 3.25"



Improvements Funded by the
Louisville Revitalization Commission



LRC Window Decal - 3
4" x 4"



SUBJECT: DISCUSSION- URA MARKETING STRATEGY

DATE: FEBRUARY 8, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) identified an Urban Renewal Area (URA) marketing strategy as a priority for 2023.

DISCUSSION:

The previous LRC Work Plan included an initiative to “Develop marketing or communication materials to represent the LRC”, which was completed in June 2022. As part of this initiative, the LRC went through the process of designing and finalizing a LRC logo. The final LRC logo is included as *Attachment #1*.

In addition to the logo, the LRC also created marketing materials for both the Façade Improvement Program, as well as a one-pager marketing the different types of funding assistance that the LRC can provide. These existing marketing materials are included as *Attachment #2*.

The LRC identified a URA Marketing Strategy as one of its priorities for 2023. This item is budgeted for \$150,000 in 2023. In addition to the existing marketing materials, staff hopes to receive LRC feedback on marketing strategy initiatives for 2023. Possible initiatives include:

- Update current marketing materials
- Create new marketing materials for newly-created LRC programs
- Potential hiring of marketing/graphics consultant

In addition to these items, the previous LRC Work Plan considered a consultant-led marketing strategy for the URA. Staff removed this item from the 2023 Work Plan but would be open to a discussion with the LRC if they feel that this should still be a priority.

RECOMMENDATION:

Staff recommends that the LRC identify goals for the URA Marketing Strategy that can be accomplished in 2023.

ATTACHMENTS:

- Attachment #1: Louisville Revitalization Commission Logo
- Attachment #2: Existing LRC Marketing Materials

Existing Logos

Full Color



LOUISVILLE REVITALIZATION COMMISSION
Primary Logo

The LRC primary logo can be used on all print, electronic publications and websites.

Black/White



Embossed

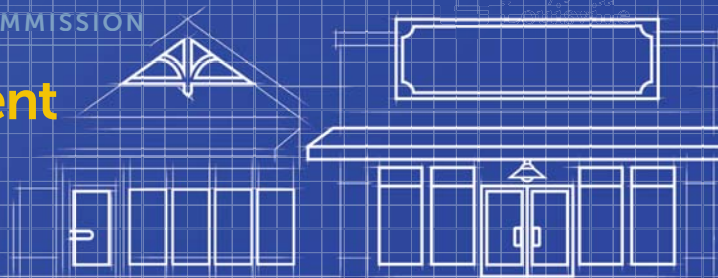




LOUISVILLE REVITALIZATION COMMISSION

Façade Improvement Program

Investing in the maintenance and vibrancy of commercial structures



The Louisville Revitalization Commission (LRC) is now offering a Façade Improvement Program for qualifying businesses.

PROGRAM ELIGIBILITY

- All commercial properties located within the Highway 42 Urban Renewal Area, [see map](#); and
- Business entities must be registered with the Colorado Secretary of State and be current on filings and payment.

REIMBURSEMENT SCHEDULE

Eligible Project Costs	% To Be Reimbursed
\$0 - \$15,000	100% Reimbursable
\$15,000 - \$50,000	75% Reimbursable
\$50,000 - \$100,000	50% Reimbursable
\$100,000.01 +	Reviewed on a case-by-case basis

2022 Funding: \$250,000

QUESTIONS? CONTACT US

Austin Brown
Economic Vitality Specialist

Call **303.335.4529** or email abrown@louisvilleco.gov

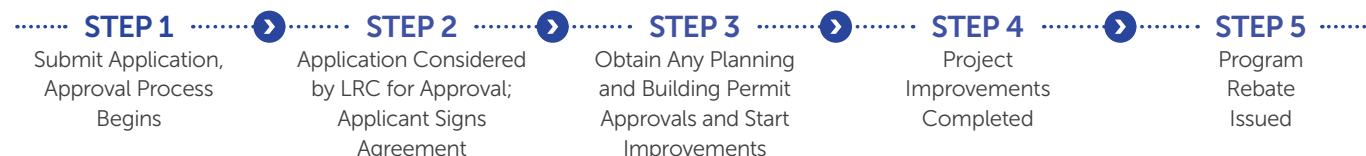
ELIGIBLE IMPROVEMENTS

The following improvements are considered eligible for Façade funding; however, work already completed or covered by insurance is not eligible:

- Restoration and cleaning of masonry
- Repair or replacement of windows
- Lighting attached to the building
- Restoration and repair of original architectural details
- Removal of inappropriate façade materials
- Installation or repair of awnings or canopies
- Improvements to alley entryways
- Parking lot/infrastructure improvements that are accessible to the general public
- Creation of or improvements to outdoor seating areas
- Repair or replacement of primary/main doors
- Painting
- Permanent or reusable signage that meets sign code requirements; and
- Zoning review fees or architectural costs.

How it works

The process begins with the submittal of a complete application and ends once the applicant has completed the improvements.



[LEARN MORE AT LOUISVILLECO.GOV](http://LOUISVILLECO.GOV)



The Louisville Revitalization Commission (LRC) has financial assistance programs for qualifying businesses.

The Louisville Revitalization Commission (LRC) is the Urban Renewal Authority within the City of Louisville. The LRC's mission is to implement the Highway 42 Revitalization Area Urban Renewal Plan, which aims to reduce, eliminate, and prevent the spread of blight.

FAÇADE IMPROVEMENT PROGRAM

- **Who's eligible:** Businesses (tenants) or commercial property owners investing in and maintaining permanent exterior building improvements.
- **Types of improvements:** Masonry, windows, outside lighting, restoration/repair of architectural details, awnings or canopies, alley entryways, parking lots, outdoor seating areas, main doors, painting, and signage
- **Funding type:** Reimbursement of project costs between 50% - 100%, depending on total cost of eligible improvements. Projects under \$15K are eligible for 100% reimbursement at project completion
- **Example project:** Installing updated building signage and replacing front windows and door

[LEARN MORE](#)

PUBLIC INFRASTRUCTURE ASSISTANCE

- **Who's eligible:** Commercial property owners or developers revitalizing or redeveloping properties in a manner that eliminates or prevents blight and stimulates positive effects, such as growth and investment in the area.
- **Types of improvements:** Streetscape elements, such as brick pavers, streetlights, and tree lawns; access and circulation for vehicles, bikes, and pedestrians; streets, sidewalks, underpasses, and parks; and underground and above ground utilities
- **Funding type:** Reimbursement of approved infrastructure investments that have a public benefit. No capped amount of assistance; paid once improvements receive Construction Acceptance from City
- **Example project:** In coordination with a property redevelopment, upgrading the electric service, including new streetlights, and replacing concrete sidewalk and brick pavers

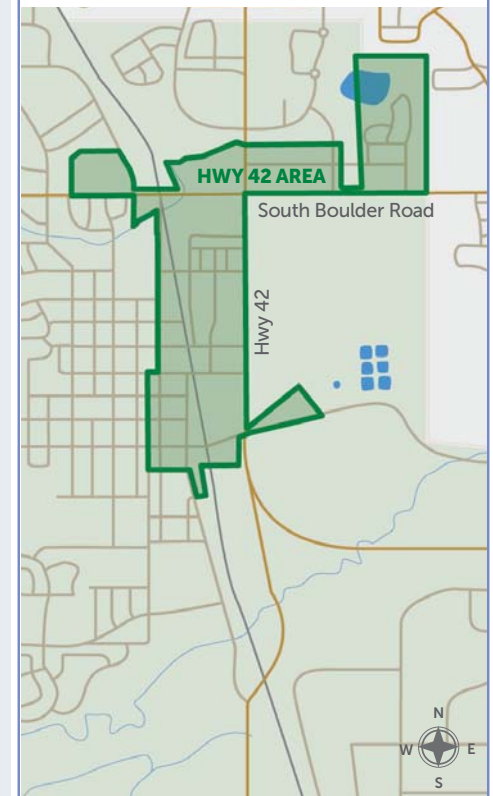
[LEARN MORE](#)

PROPERTY TAX INCREMENT REBATE ASSISTANCE (DIRECT FINANCIAL ASSISTANCE)

- **Who's eligible:** Commercial property owners or developers supporting projects that may provide exceptional and unique public benefits can explore this opportunity for partnership
- **Types of improvements:** In unique situations, the LRC may fund certain private project components that would not otherwise be feasible without economic support
- **Funding type:** Property tax rebates, based on the incremental increase in assessed valuation on a property, after redevelopment is completed. Assistance requires third-party financial analysis and determination (50% of which is paid for by the applicant)
- **Example project:** Complete redevelopment of an existing building

[LEARN MORE](#)

IS YOUR PROPERTY OR BUSINESS WITHIN THE HWY 42 AREA?



QUESTIONS? CONTACT US

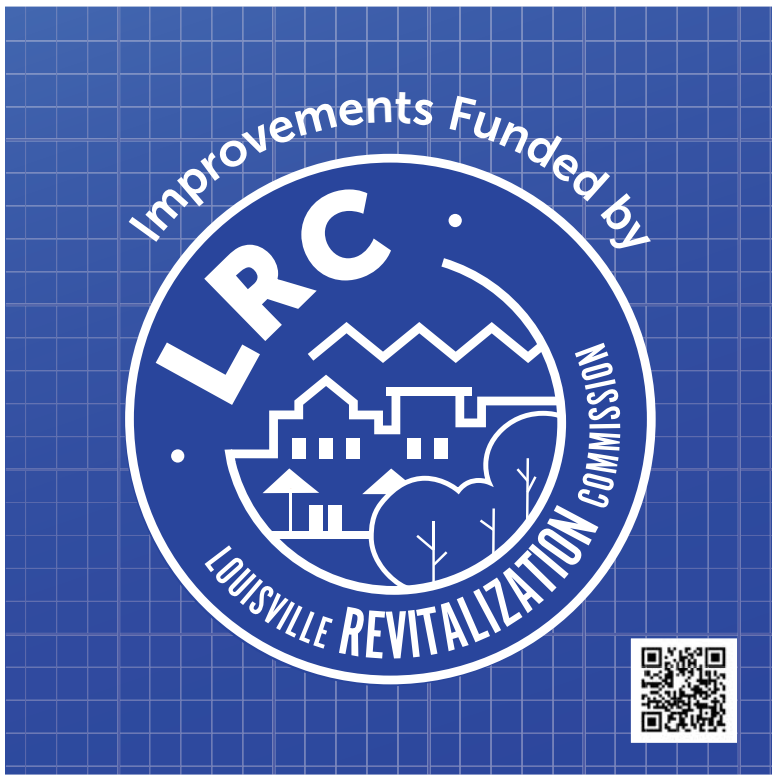
Austin Brown
Economic Vitality Specialist

Call **303.335.4529** or email abrown@louisvilleco.gov

Staff is available to review these programs in greater detail with commercial property owners and businesses. Please contact us today for questions or to schedule a meeting.

Improvements Funded by the
Louisville Revitalization Commission







**Improvements Funded by the
Louisville Revitalization Commission**









**SUBJECT: DISCUSSION/DIRECTION- DOWNTOWN COORDINATED
STREETScape PLAN (SCOPE AND RFP)**

DATE: APRIL 12, 2023

**PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT
DIRECTOR
APRIL KRONER, AICP, ECONOMIC VITALITY MANAGER
AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:

The Louisville Revitalization Commission (LRC) identified the development of a “Downtown Coordinated Streetscape Plan” as a priority in its 2023 Work Plan. Attached for approval is a draft Request for Proposals (RFP) scope of work for the project. Staff is seeking LRC feedback and approval of the scope, following which, the RFP will be presented to City Council for approval. This is an unbudgeted project and staff anticipates a funding request from the LRC once a consultant is chosen and budget determined for the project.

DISCUSSION:

City staff from multiple departments worked on the development of the RFP. The current working title of the project is the “Downtown Vision Plan for Streetscapes and Public Places” to reflect the broad scope of what the plan intends to accomplish (*Attachment #1*). The plan will include specific improvements throughout Downtown that can then inform future Capital Improvement Plans (CIPs) and also may help with funding opportunities. The general limits of the project will be the downtown area as shown in *Attachment #2*.

Pending LRC and City Council approval, it is anticipated that the RFP will first be advertised on May 1. The deadline to submit proposals for consideration would be May 21. The tentative RFP schedule is included below:

First Advertisement.....	May 1, 2023
Second Advertisement.....	May 8, 2023
Pre-Proposal Meeting.....	May 10, 2023
Proposal Submission Deadline.....	May 21, 2023
Consultant Interviews (if warranted).....	June 1, 2023
City Council Approval.....	July 2023
Contract Approval/Execution.....	July 2023
Project Completion.....	December 2023

Scope of Services

The draft scope of services (“scope”) asks for design/recommendations on the following items:

- Existing data collection
- Perform property survey
- Conducting a public input process (workshops/charrettes/meetings/interviews).
Examples include:
 - Booth or presence at Street Faire and other downtown events
 - Outreach to downtown businesses, Downtown Business Association, Chamber of Commerce, etc.
 - Stakeholder interviews/meetings
 - Public open house
- City Staff input process (workshops/charrettes)
- LRC and City Council updates and adoption hearings. Draft and Final versions of The Plan. The Plan should include:
 - Identity and Wayfinding Signage
 - Aesthetic Character
 - Public Amenities
 - Mobility
 - Utilities and Infrastructure
 - Other/Foundational Principles
- Concept design of the downtown improvements including, but not limited to:
 - Development of concept design plans;
 - Cost estimates/CIP plan for the next 10-15 years

Draft of the Plan

The selected Consultant would need to develop a Plan that will provide a vision for the revitalization of the downtown area and provide concept designs for the recommended improvements to compliment the agreed upon vision. The completed Plan shall include the following:

1. Identity and Wayfinding Signage
2. Aesthetic Character
3. Public Amenities
4. Mobility
5. Utilities and Infrastructure
6. Other/Foundational Principles

Final Adoption of the Plan

The Consultant will need to create a final version of the Plan for stakeholder/agency review and approval. After approval by agency and stakeholders, the Plan will be taken to City Council for input and approval.

SUBJECT: DOWNTOWN COORDINATED STREETScape PLAN

DATE: APRIL 12, 2023

PAGE 3 OF 3

RECOMMENDATION:

Provide staff with feedback on the draft RFP.

ATTACHMENTS:

- Attachment #1: Downtown Vision Plan for Streetscapes and Public Places RFP
- Attachment #2: Map of Downtown Area

Request for Proposals (RFP)

To Provide

**Professional Design Services
For**

**Downtown Vision Plan for Streetscapes and
Public Places**

RFP



May 1, 2023

For Submittal and Presentation

To
The Selection Committee
City of Louisville
Department of Public Works
Engineering Division

NOTICE TO CONSULTANTS

Project Name: Downtown Vision Plan for Streetscapes and Public Places

City of Louisville Project Number: 301312-630144

Thank you for your interest in the Request for Proposals (RFP) for the Downtown Vision Plan for Streetscapes and Public Places for Professional Design Services for the City of Louisville.

Proposals (pdf format only) shall be submitted via email to Cameron Fowlkes cfowlkes@louisvilleco.gov and Kerry Holle (kerryh@louisvilleco.gov) by **5:00 pm MDT (City clock), May 30, 2023**, at which time proposals will be date and time stamped upon receipt. Only proposals received by the City Engineer prior to the deadline noted above will be considered. ***No late proposals will be accepted.***

A pre-proposal meeting is scheduled for **May 7, 2023** at **10:00am** MDT; this meeting will be held virtually, via Microsoft Teams. The purpose of the pre-proposal meeting is to provide assistance to interested consultants in interpretation of the Request for Proposals, Scope of Services, Sample Contract, and other technical matters. Attendance is not mandatory, but highly recommended.

Microsoft Teams Meeting:

Join on your computer or mobile app

[Click here to join the meeting](#)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzJjNTlwYzctZDdjZS00M2E1LW12NWUtMzdmNmQzMjRkOGM5%40thread_v2/0?context=%7b%22id%22%3a%22bdc34c2-e919-4b54-b6ba-01080ac35832%22%2c%22Oid%22%3a%228e6cc62f-e7b4-473f-98dc-149b3dd13f61%22%7d

Or call in (audio only)

+1 321-430-0794,,686371551# United States, Orlando

Phone Conference ID: 686 371 551#

[Find a local number](#) | [Reset PIN](#)

DESCRIPTION:

The City of Louisville is requesting written proposals from qualified consultants to provide planning, landscaping and limited engineering services in preparing the “Downtown Vision Plan for Streetscapes and Public Places” report within the City of Louisville.

The intent of the project is to develop a document that will not only provide a vision for the revitalization of the downtown area, but to also provide concept designs for the recommended improvements to complement the agreed upon vision.

The selected consultant will be expected to review construction plans for the downtown area (completed in the 1990s), Downtown Louisville Framework Plan (1999), Downtown Strategy Report (2022), and to develop a vision for the downtown.

This project will make recommendations for concept designs within the downtown area for streets, walks, landscaping, art, lighting, parking, multimodal, and any other improvements to revitalize the downtown area.

The purpose of this RFP is to provide qualified consultants with sufficient information to prepare and submit a proposal for consideration by the City of Louisville for planning, landscaping and limited engineering design services for this project.

Professional design services consist of all services necessary to review existing conditions, studies, reports, solicit input from partner agencies, perform several public outreach activities and perform concept design tasks to prepare the "Downtown Vision Plan for Streetscapes and Public Places" study/report and prepare concept designs for recommended improvements.

SPECIAL PROJECT REQUIREMENTS

Certain tasks must be done by a Licensed Professional Engineer or Professional Land Surveyors who are registered with the Colorado State Board of Registration for Professional Engineers and Land Surveyors.

INTERESTED CONSULTANTS:

The successful consulting team is responsible for obtaining and maintaining all required licenses for complying with federal, state, and local laws, codes, and regulations necessary to complete this project, including any require business licenses. The costs associated with obtaining these licenses is the responsibility of the consultant.

The City of Louisville anticipates that the compensation format on this contract will be "Cost Plus Fixed Fee", subject to further review by the City. The City reserves the right to utilize other compensation formats, including but not limited to, a specific rate of pay or lump sum format at its sole and exclusive discretion. The selected consultant firm will be required to execute the attached Independent Contractor Agreement with the City.

The City will only accept a digital (pdf) file of your proposal.

Please email pdf documents to: Cameron Fowlkes (cfowlkes@louisvilleco.gov) and Kerry Holle (kerryh@louisvilleco.gov). Dropbox (or similar) links will be acceptable due to potential file size limits with email. Cameron Fowlkes will reply with a "received" email once I have downloaded the files. If the consultant does not receive this reply within 4 hours of submitting, please follow up with Cameron or Kerry.

Please refer to Proposal and Submittal Requirements to ensure compliance with the page and exhibit limits for the sections of your submittal. Submit all copies of the proposal by the due date and time as stated in the "Invitation for Consultant Services." By submitting a proposal on this project the consultant is deemed to agree to the process described herein.

Tentative RFP Schedule:

First Advertisement	May 1, 2023
Second Advertisement	May 8, 2023
Pre-Proposal Meeting.....	May 10, 2023
Proposal Submission Deadline.....	May 21, 2023
Consultant Interviews (if warranted).....	June 1, 2023
City Council Approval	July 2023
Contract Approval / Execution	July 2023
Project Completion	December 2023

The City reserves the right to amend, by an addendum or addenda to this RFP prior to the date set for receipt of the submission of proposals. If an Addendum is necessary for this proposal, it will be placed on the Rocky Mountain E-Purchasing website on or before **Friday, May 19 2023**. It shall be the responsibility of the interested consulting firms to obtain all addenda from Rocky Mountain E-Purchasing System. Parties obtaining bid information from any other sources do so with the understanding the information may be incomplete, outdated, inaccurate, or unreliable, and therefore should only be used for informational purposes.

The City of Louisville assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. The City reserves the right to reject any and all bids and to waive any informalities and irregularities therein.

The City of Louisville will notify firms selected for interviews by electronic email. Please include the primary point of contact email address in your cover letter.

Consultant Acceptance of the RFP

By submitting a proposal in response to this RFP, the Consultant accepts all of the conditions described in this RFP, and agrees to abide by all final decisions made by the City. Consultants who wish to propose, but do not fully accept the conditions outlined in the Service Agreement shall do so at risk of the proposal's rejection. Exceptions to the conditions shall be clearly outlined with alternative language proposed in the Consultant's written questions submitted prior to the written question deadline noted above.

If you have any questions/comments, please contact the Project Manager, Geoff Nettleton, by email at cfowlkes@louisvilleco.gov.

Cameron Fowlkes, P.E., CFM
City Engineer
City of Louisville

TECHNICAL QUALIFACTIONS PROPOSAL SUBMITTAL REQUIREMENTS

The following is a general description to aid you in preparing the RFP. The general outline and content should be followed. **However, the discussion of the specific elements should be determined by your interpretation of the specific project.** The listed elements are presented to help you determine the discussion content. The selection committee will evaluate your interpretation of the most important factors to address for this project within the page limits to arrive at its rating for you.

Limit the TOTAL LENGTH of the core proposal to ten (10) pages maximum, which does not include cover letter, index and/or table of contents, front and back covers, title page, separation tabs, and/or key staff resumes (keep resumes to 1 page each, maximum). Consultant must use 10 point font, or larger. Use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the consultant. Up to three (3) 11"x17" pages may be included in the proposal, to be included in the twelve page maximum. The City cannot guarantee review of voluminous firm-specific or other information contained as an appendix. The qualified firm's proposal shall include at a *minimum* the following information:

COVER OR INTRODUCTORY LETTER

Address the cover or introductory letter to:

Cameron Fowlkes, P.E., CFM
City Engineer
Department of Public Works
City of Louisville
749 Main Street
Louisville, CO 80026

Include the following elements of information in the letter as a minimum:

- that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- Name, email address, and telephone number of the individual to contact regarding their submittal.
- City of Louisville requires an original signature signed in ink, by a representative of the firm fully authorized to submit proposals and sign contracts on the firm's behalf. The letter shall include a statement to that effect.
- Acknowledgement of all addenda issued.

STATEMENT OF QUALIFICATIONS

- General firm information including both local and firm-wide resources pertinent to this project
- Local experience and qualifications
- List of licenses and professional certifications
- Location of key project personnel and availability

PROJECT TEAM/FIRM CAPABILITY

- Identify:
 - Project Principal
 - Project Manager
 - Key Staff
 - Sub-consultants

- Present a brief discussion regarding how the team's qualifications and experience relate to this project.

- Include the following:
 - Principal's level of involvement in the project
 - Qualifications and relevant individual experience of prime and sub-consultant team members
 - Experience on similar projects as a team
 - Commitment of time and availability of key staff members over the next 12 months.
 - Unique knowledge of team members related to project
 - Length of time with the firm for each key team member

- A project team organization chart may be included in the optional section.
- Address the firm's size and the disciplines of technical staff
- Indicate the consultant and sub-consultants availability to do the project concurrent with existing and projected workloads
- Outline computer software availability and its compatibility with City software.
 - PDFs,
 - Microsoft Word, Excel
 - AutoCAD
- Consider including the following:
 - (a) Graphs depicting firm's capacity to do the project
 - (b) Information on the sub-consultant's role
 - (c) The sub-consultant function and integration into the team
 - (d) Match of personnel to the existing and future work load

PRIOR PROJECT EXPERIENCE

- List *three* relevant past projects with similar size and scope completed within the past five years with the City of Louisville or another equivalent agency fitting the project description. Projects should be related to other master plans the firm has been the lead or subconsultant on.

- These projects should demonstrate the experience of the project team
- Demonstrate your firm's or team's ability to do the following for projects listed above:
 - a. Control engineering costs
 - b. Quality Assurance/Quality Control Plan
 - c. Meet schedules
 - d. Provide quality work
- Include a name, telephone number, and email address of the owner's Project Manager for every project listed
- Describe your firm's role for all the projects listed above
- The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.

WORK PLAN and SCOPE OF SERVICES

Approach to completing the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the consultant. This includes demonstrating familiarity with federal, state and local agency guidelines, policies and procedures, addressing coordination with the public and other entities and defining project milestones, including project meetings and workshops.

Any tasks identified in this RFP that the firm believes can be excluded shall be identified with a detailed explanation. Further, any tasks the firm believes will be critical to the success of the project should be included and fully explained.

FEE SCHEDULE

Attach a fee schedule detailing time and cost breakdowns for project milestones and project total cost.

All material submitted regarding this RFP becomes the property of the City of Louisville and will only be returned to the proposer at the City's option. The City of Louisville has the right to use any or all ideas presented in reply to this RFP. Disqualification of proposer does not eliminate this right.

The Selection Committee will score the firms based on their RFP submittals. The RFP will be scored based on the attached Evaluation Criteria. The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive.

The City reserves the right to obtain financial data or other supplemental information concerning the firm and/or its proposed sub-consultants.

TECHNICAL QUALIFICATIONS PROPOSAL SCOPE OF SERVICES

The City of Louisville is seeking consulting services (Landscape Architecture, Planning, sign design and some engineering) of qualified firms for developing the “Downtown Vision Plan for Streetscapes and Public Places” (The Plan) and providing concept design options within the City of Louisville downtown area. The general limits of this project will be the downtown area as depicted on the attached map.

Louisville’s Downtown area was improved in the early to mid-1990s with streets, utilities, landscaping, irrigation, lighting and other improvements. The City of Louisville has a desire to create a concept plan that includes a vision and specific projects to revitalize the downtown area as the improvements from the 1990s are in need of repair/replacement. The plan should also contemplate new or improved amenities to meet the vision. The consultant shall gather input from staff, stakeholders, and the community, and review the previously completed construction plans, framework plans, Transportation Master Plan, and downtown strategy report to make recommendations and create a plan and concept designs for recommended improvements.

The intent of the project is to develop a document that will not only provide a vision for the downtown revitalization, but to also provide concept level designs for the recommended improvements to compliment the agreed upon vision.

The selected consultant will be expected to review existing and future development needs within the downtown to develop a vision for the area that will improve aesthetics/appearance of downtown, attract new businesses and support existing businesses, improve multimodal connectivity, and accommodate the numerous special events Louisville is known for.

[need to add downtown signage, branding and wayfinding paragraph]

The scope of services for The Plan will generally include design/recommendations for:

- Existing data collection
- Perform property survey
- Conducting a public input process (workshops/charrettes/meetings/interviews).
Examples include:
 - Booth or presence at Street Faire and other downtown events
 - Outreach to downtown businesses, Downtown Business Association, Chamber of Commerce, etc
 - Stakeholder interviews/meetings
- City Staff input process (workshops/charrettes);
- Louisville Revitalization Commission (LRC) and City Council updates and adoption hearings. Draft and Final versions of The Plan.
- Concept design of the downtown improvements including, but not limited to:
 - Development of concept design plans;
 - Cost estimates / CIP plan for the next 10-15 years

The Consultant shall plan to have The Plan and concept designs approved by **December 2023**.

DESIGN AND CONSTRUCTION STANDARDS

All design and construction shall be done in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- Americans with Disabilities Act Accessibility Guidelines. U.S. Department of Justice, United States Access Board
- City of Louisville Design and Construction Standards
- Mile High Flood Control District (formerly Urban Drainage Flood Control District) Storm Drainage Design and Technical Criteria
- Manual on Uniform Traffic Control Devices

AGENCIES AND STAKEHOLDERS

- City of Louisville (Planning, Economic Vitality, Parks, Recreation, Open Space and Trails, Public Works (Engineering and Operations), Library, Museum, Forestry, Sustainability? EDI?)
- Residents of nearby neighborhoods and all of Louisville
- Nearby businesses & local Chamber of Commerce
- Downtown Business Association (DBA)
- Louisville Revitalization Commission (LRC)
- Open Space Advisory Board (OSAB)
- Parks and Public Landscaping Advisory Board (PPLAB)
- Louisville Sustainability Advisory Board (LSAB)
- Louisville Cultural Council (LCC)
- Youth Advisory Board
- BNSF
- Utility companies
- RTD
- Boulder Valley School District

The consultant will work closely with the City of Louisville Project Manager to perform the work necessary to create the Downtown Vision Plan for Streetscapes and Public Places, concept design plans and cost estimates. Electronic drawing files submitted to the City shall be in .pdf and other applicable formats (DWG, DOC, XLS), or as determined by the City of Louisville Project Manager. The scope detailed in this document is meant to serve as a guide to interested consultants and may not include all desired scope. The selected consultant shall setup a scoping meeting with City staff to discuss final scope and schedule prior to execution of final contract. The project is anticipated to include the following tasks as outlined and described in further detail below:

I. GENERAL SERVICES AND PROJECT MANAGEMENT

As a part of their project management plan, the consultant will, at a minimum, regularly schedule meetings and coordinate with City staff, project team, primary stakeholders, and all appropriate entities outside of the City; identify and facilitate milestone meetings, design charettes/workshop(s), and public meetings and outreach; and submit a monthly schedule, budget, and project status reports. Status reports shall be submitted electronically. Schedules

shall be prepared and submitted in pdf format.

A. PROJECT MANAGEMENT PLAN

The consultant will prepare and submit for approval a Project Management Plan (PMP) to include, at a minimum, the following elements:

- Scope
- Budget
- Primary Stakeholder coordination
- Secondary Stakeholder coordination
- Public outreach/communication plan
- Project schedule
- Project meetings
- Quality Assurance/Quality Control (QA/QC) plan

B. PROJECT COORDINATION/MEETINGS

The consultant's project manager will coordinate with the City's project team, the consultant's team, and outside entities regarding the project. The first step in project coordination will be to engage the Primary stakeholders. Coordination will occur within the PMT and Stakeholder groups as discussed below:

A. INITIAL PROJECT MEETINGS

The consultant will be required to coordinate and attend the initial scoping meeting. This meeting will include the consultant and their subconsultants, City staff (including Public Works, Community Development, and Parks), LRC staff, and others as required. The consultant will be required to attend and manage the initial project kickoff meeting.

B. PROGRESS MEETINGS

At minimum, monthly meetings will be conducted with the Project Management Team (PMT) at the City, or virtually. Consultant shall demonstrate ability to host meetings virtually or in person as needed. At this meeting, the team will review the tasks completed, the tasks planned, discuss the schedule and make key decisions. At a minimum, the PMT is expected to include:

- City decision-making staff, consultant discipline leads as needed, and subconsultants as needed.
- Action items will be tracked, and a list will be kept with each agenda. This list will denote who is responsible, when action is needed, and whether or not the action item is completed.
- Conference calls will also be used to provide project management updates.
- These Progress Meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:
 - Activities required to be completed since the last meeting
 - Problems encountered and effectiveness of previous meeting
 - Activities required to be completed by the next meeting
 - Solutions proposed for unresolved and anticipated issues

- Coordination and Information or items required from other agencies and stakeholders

II. DATA COLLECTION (INPUT)

Consultant shall perform due diligence, data collection, Public Meetings, and Stakeholder meetings/interviews necessary to create a draft of The Plan.

A. PUBLIC MEETINGS/COORDINATION GENERAL INFORMATION

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

- Develop and update contact lists and communication tracking spreadsheets.
- Small group meetings with property owners, agencies, and business owners affected by the project.
- General public review meetings that will include workshops or working sessions with affected parties.
- Public information meetings intended to disseminate project progress information to the public and representatives of local agencies.
- Consultant shall provide notices of these meetings and shall distribute at least 14 days prior to the meetings. Notifications are to include mailers, email/social media blasts, and updated information on the City's web page. Coordination with the City communication team for all notices.
- Coordinate logistics of meetings including, location, format, communication aids and equipment, beverages, staging and documenting and summarizing any input, concerns, and feedback gathered at such meetings.
- Each public meeting shall have a method for collection of comments/requests virtually. This shall be web-based GIS map or equivalent. Coordination with the City communication team on available tools and sharing resources with stakeholders.
- The Consultant shall provide graphic support using displays, exhibits, and write ups for public meetings and for updating project information on the City's web and social media pages. The City's communication department will update the project web page. The information presented will be reviewed and approved by the project management staff and communication department prior to posting on the project web page. Consultant shall be familiar with the City of Louisville's "Engage Louisville" platform.

B. PUBLIC OUTREACH/ENGAGEMENT MEETINGS

- The consultant shall set up and attend 2 public meetings for the project.
 - Initial Public Meeting
 - The initial public meeting will be information gathering and Public Input for The Plan.
 - 2nd Public Meeting – Summary and Feedback
 - The 2nd Public Meeting shall provide all the feedback received from the initial Public Meetings and Agency and Stakeholder Coordination. This shall be scheduled after the draft of The Plan has been completed.

- The outcome of this task is to ensure that multiple perspectives and voices can participate and inform The Plan. The proposal should include the development of a communications and engagement plan that includes:
 - A strategy for broad public outreach and engagement at all stages of the plan development and adoption process. See additional information on public meetings below.
 - A strategy to engage hard to reach audiences and address potential accessibility issues.
 - A variety of communication materials and engagement opportunities that are representative of the community and available in both English and Spanish.
 - Roles and responsibilities for the City and for the consultant as it relates to communications and engagement should be identified in the proposal.
 - Costs associated with implementation of the communications and engagement plan that are not included in the consultant's proposal.

C. AGENCY AND STAKEHOLDER COORDINATION MEETINGS/INTERVIEWS

- Combined Agency/Stakeholder initial interview/meetings - The consultant shall conduct independent coordination meetings/interviews, as needed with the affected agencies and stakeholders for project development and success. The consultant shall set up and attend 1 stakeholder meeting/interview sessions that can be attended by any of the following stakeholders:
 - OSAB
 - PPLAB
 - LSAB
 - LCC
 - Youth Advisory Board
 - Any other stakeholder group identified for feedback

The consultant shall notify all stakeholders of the meeting/interview times and coordinate scheduling meeting to allow maximum flexibility of the stakeholders and agencies.

- Special Events - The consultant shall set up a booth for public input at one of each of the following events:
 - Street Faire
 - Farmers Market

The consultant shall work with the project manager on notification and information to be provided at these events.

- Other Meetings - The consultant shall coordinate and attend each of the following meetings for input:
 - LRC
 - DBA
 - Downtown Residential district meeting

D. PREVIOUS PLANS AND STUDIES

- Confirm commitments/approaches from previous studies or plans. Include any portions from previous plans that make sense/coincide with new efforts with The Plan.

III. Draft of The Plan

- A. The consultant shall evaluate information collected as part of the data collection (input) phase to prepare a draft of The Plan. The consultant shall prepare a memorandum (or other document) for review and approval by the primary stakeholders summarizing the data collection (input) phase of the project. This shall include all information collected in an organized manner for evaluation.

The consultant shall then begin preparing The Plan. Consultant shall be prepared to present at least two draft reviews to staff and critical agencies/stakeholders for review.

The intent of the project is to develop a document that will not only provide a vision for the revitalization of the downtown area, but to also provide concept designs for the recommended improvements to compliment the agreed upon vision.

The Plan shall include a coordinated plan for the project area, which may include but is not limited to public improvements related to the following topics:

Identity and wayfinding signage

Wayfinding signs to downtown
Downtown District identity signage
Banners

Aesthetic Character

Hardscape (Street, Sidewalks, Asphalt, Concrete, Bricks/pavers/etc)
Street Furnishings (benches, trash/recycle/compost, bike racks, lighting, etc)
Trees (locations, spacing, types, irrigation, grates, boxes)
Landscaping (waterwise, pollinator friendly, seasonal color, winter interest)
Public Art and Sculpture

Public Amenities

Social Gathering
Patios and Outdoor Dining
Interactive Play Features
Signage and Wayfinding (include banners on street lights/other poles)
Special Event Locations and Infrastructure (Street Faire, Farmers Market, Parades, Ice rink etc)
Steinbaugh Pavilion – John Breaux – Front Street
Cultural & Historical Sites & Signage (Dual language signage, Cultural banners)
Alley activation/business frontage

Mobility

Multimodal Transportation
Walkable streets
Sidewalks and Crosswalk Improvements

ADA accessibility
Parking (automobile, EV, E-bike, bike, etc.), Covered Parking.
Public Transportation & Bus Stops (RTD)
EV/e-bike/mobility hub

Utilities & Infrastructure

Lighting
Existing ROW Encroachments/Revocable License Agreements
Alleys
Electric needs (Charging for EV or E-bike, Holiday lights, Special events)
Street cross sections
Irrigation for landscape in the Right-of-way
Undergrounding of utilities

Other / Foundational Principles:

Sustainability (Social, Environmental and Economic)
Equity, Diversity & Inclusion
Public Safety & Security
Stakeholder Input (Citizens, Businesses, School District, BNSF Railroad, RTD, etc)
Public properties within the Plan area that should be considered for redevelopment/enhancement

A. CONCEPT DESIGNS

This effort will utilize the information gathered during the Data Collection (input) phase and incorporate the newly established vision for downtown. It will be the responsibility of the Consultant to advise the City as to anticipated tasks beyond those detailed in this RFP, to create a successful concept designs for the project. Should the consultant believe additional tasks are needed beyond what has been scoped in this RFP; the Consultant shall include that detail in the written proposal.

The concept designs are to adhere to City standards and may include any or all of the following: title sheet, typical sections (cross sections), streetscape plans, landscape and irrigation plans, sidewalk and special paving plans, utility plans (if needed), plaza plans, and signing (and striping) plans.

A. CAPITAL IMPROVEMENT PHASING PLAN

The consultant shall prepare all concept design documentation and develop a preliminary cost estimate for the concept designs of the downtown. A submittal of cost estimate shall be submitted to the City with the concept plans. Consultant shall assume that not all recommended improvements will be constructed at the same time and phasing should be extended to 10-15 years.

IV. FEEDBACK AND SUMMARY OF THE DRAFT PLAN

After completing the draft of The Plan, the consultant shall present the draft at the following meetings for final input prior to adoption:

- Combined Agency/Stakeholder summary/feedback meeting - The consultant shall

set up and attend 1 stakeholder meeting to summarize and get feedback after the draft of The Plan has been completed. This meeting can be attended by any of the following stakeholders:

- OSAB
- PPLAB
- LSAB
- LCC
- Youth Advisory Board
- DEI Action Group
- Any other stakeholder group identified for feedback

The consultant shall notify all stakeholders of the meeting/interview time and coordinate scheduling meeting to allow maximum flexibility of the stakeholders and agencies.

- Other Meetings - The consultant shall coordinate and attend each of the following meetings and provide a summary for feedback:
 - LRC
 - DBA

V. FINAL ADOPTION OF THE PLAN

Consultant shall evaluate all information collected from the Input Stage through the Feedback and Summary Stage and create a final version of The Plan for stakeholder and agency review and approval. After the final version of The Plan has been approved by agency and stakeholders, The Plan shall be taken to City Council for approval/input.

The consultant shall plan for modifications of The Plan after feedback from City Council. A 2nd City Council meeting may be required for final adoption of The Plan.

VI. ADDITIONAL SERVICES

As authorized in writing by the City of Louisville's Project Manager, Consultant shall coordinate, support and perform any further services or assignments as needed and requested by the City for the project, contingent upon additional fee, contract budget reallocations, and/or project funding negotiations. These services could include unforeseen and currently unidentified scope of services including but not limited to: additional agency coordination meetings, public meetings and outreach, and site visits to other downtown areas.

EXHIBIT A

Project Site

See separate EXHIBIT

TECHNICAL QUALIFICATIONS PROPOSAL EVALUATION CRITERIA

Technical qualification proposals will be evaluated on the criteria listed below. The selection committee will review each firm's approach to ascertain their understanding of the project and issues to ensure that a proper effort will be devoted to the project, and to entertain the firm's special perspective on approach, techniques, and work efforts.

1. **STATEMENT OF QUALIFICATIONS:** Exhibited strength of firm to complete this project based on the information provided in the proposal including Project Manager; project management structure; QA/QC program; technical discipline leads, including support project engineers and other professional staff; sub-consultants; and location (s) of key personnel, including sub-consultants. Firm shall acknowledge they are capable of meeting the insurance requirements outlined in the Design Services Agreement. A sample agreement is included in this solicitation.
2. **PROJECT TEAM / FIRM CABABILITY:** Demonstrate the structure, strengths, and availability of the team compiled for this project. Discuss how previous individual experiences will relate to this project. Outline the firm's availability to complete this project along with current projects workloads. Discuss the role and percentage of work to be performed by sub-consultants if applicable.
3. **PRIOR PROJECT EXPERIENCE:** Firms should list relevant projects and include a record of past performance. If projects were not on-time and on-budget it should be clearly indicated as to why.
4. **WORK PLAN AND SCOPE OF SERVICES:** Approach to completing the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the consultant.
5. **FEE SCHEDULE:** Breakdown of project cost by task or milestone. Firms should provide an initial project schedule based on the information provide in the RFP along with the fee schedule. Should firms wish to include (or exclude) additional tasks or milestones not identified in the proposal, it should be clearly indicated in the project understanding and approach.

Note: The team of key personnel presented in the proposal shall work on the project until completion. Any substitute of personnel shall require the approval, in writing, of the City. Personnel changes shall only be considered for valid reasons such as an employee leaving the firm, major illness or accident. Only persons as well qualified as the proposed individual shall be approved.

Proposals will be evaluated based on the following criteria:

1. Statement of Qualifications:	15 Points
2. Project Team / Firm Capability	20 Points
3. Prior Project Experience:	20 Points
4. Work Plan and Scope of Services:	30 Points
5. Fee Schedule:	15 Points

TOTAL: 100 points

Selection Process:

This RFP is being solicited under a multi-step procurement procedure consisting of three phases generally described below:

Phase 1: All interested consultants must submit a proposal addressing those items in this solicitation. The Selection Committee will evaluate each proposal based on the evaluation criteria outlined in this section to create a short list of consultants to be further evaluated in the next phase. Only those consultants who are placed on the short list will be considered during the second phase. The City will typically invite two or three consulting firms to interview in phase two. However, the City reserves the right to waive the second phase interview.

Phase 2: During the second phase all those firms that the City has notified of being placed on the short list for further evaluation will be required to participate in an interview. This interview will be held on-site at the City of Louisville with a conference room to be selected at a later date. The City reserves the right to change locations or to hold the interview portion through a remote access interview, such as a Zoom meeting. If a Zoom meeting is required, it will be up to the consulting firm to have the proper technology and presentation approach. The interview could be scheduled as soon as one week after the completion of the evaluations in Phase 1.

Phase 3: After a preferred consultant is selected the City will schedule a scope and fee meeting to discuss final scope, hours, and fee. Once, scope, schedule, and fee are agreed upon the City will recommend the contract to City Council for award.

Should the City be unable to reach an agreement with the top-ranked firm the City will initiate negotiations with the second-ranked firm. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

SAMPLE AGREEMENT

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR CONSULTING SERVICES**

1).0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and _____ [Name of Contractor], a _____ [State of Formation and Type of Entity] hereinafter referred to as the “Consultant”.

2).0 RECITALS AND PURPOSE

- a) The City desires to engage the Consultant for the purpose of providing _____ services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) 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

- a) 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. [Further revise as needed to reflect whether contract is hourly or flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5).0 PROJECT REPRESENTATION

- a) The City designates _____ 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 _____ and such person’s designees.

- b) The Consultant designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than _____.] [or] [Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6).0 TERM

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

7).0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, 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 this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8).0 INDEMNIFICATION

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

9).0 QUALITY OF WORK

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

10).0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal

or local taxes of any kind shall be withheld or paid by the City.

- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11).0 ASSIGNMENT

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

12).0 DEFAULT

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

13).0 TERMINATION

- a) 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.
- b) 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

- a) 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.
- b) This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17).0 COMPLIANCE WITH LAWS; 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.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18).0 INTEGRATION AND AMENDMENT

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

19).0 NOTICES

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

If to the City:

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

If to the Consultant:

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

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Robert P. Muckle, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:

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 Agreement. 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 Agreement.

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 Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement 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 Agreement required pursuant to C.R.S. § 8-17.5-102, City may terminate the Agreement for breach of contract. If the Agreement 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}

**TECHNICAL QUALIFICATIONS PROPOSAL
SPECIAL CONDITIONS**

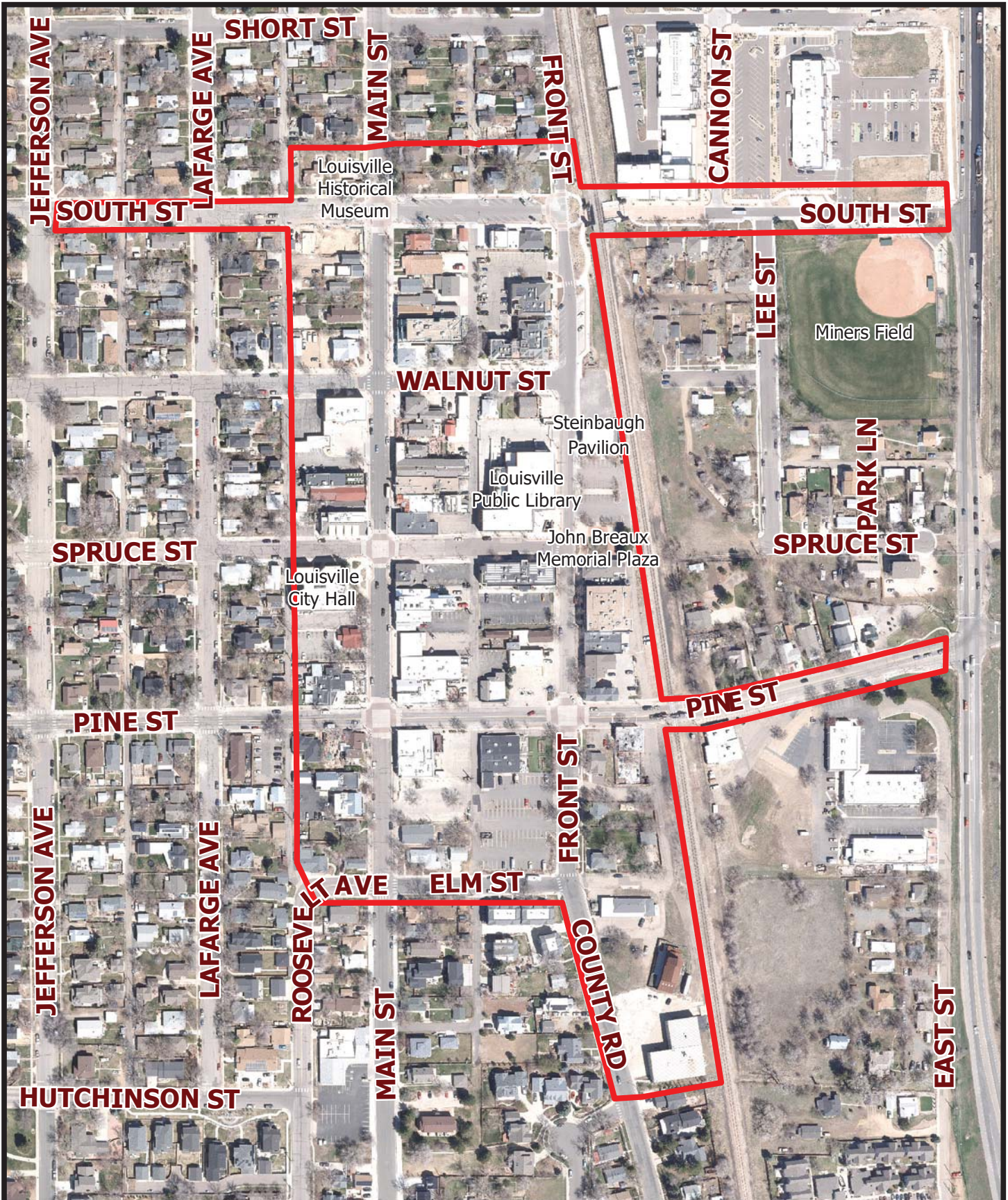
The following are special conditions to the RFP and contract:

Consultant Responsibility for Proposal Costs: The City is not liable for any costs incurred by any consultant associated with the preparation of the proposal, the negotiation of the contract, or for services prior to the award of the Agreement.

Sample Agreement: Included in this RFP is a sample Agreement for Professional Services used by the City. Consultants shall review this agreement – no changes to this agreement will be allowed. Consultant shall verify the City's current insurance requirements and ensure compliance.

Subletting of Contract: Subletting of the contract is strictly prohibited without prior written approval of the City.

The document becomes public record.



The City of **Louisville, Colorado**

Downtown RFP



Downtown RFP

SUBJECT: DISCUSSION/DIRECTION- COMMISSION AND BOARD URA
PROJECT SUPPORT

DATE: APRIL 12, 2023

PRESENTED BY: APRIL KRONER, ECONOMIC VITALITY MANAGER
AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) included Commission and Board URA Project Support as an expenditure in its 2023 budget. This item was also included as a priority in the 2023 LRC Work Plan.

DISCUSSION:

The LRC budget (*Attachment #1*) includes \$50,000 for Commission and Board URA Project Support in 2023. This item is intended to make LRC funding available to other Louisville Boards and Commissions. Including the LRC, there are twelve Louisville Boards and Commissions. The LRC previously discussed this item during its March 8 meeting (*Attachment #2*).

During the March 8 LRC meeting, the LRC directed staff and the City Attorney to independently develop the funding process. Staff met with the City Attorney to discuss both the process and criteria for providing LRC funds to Boards and Commissions. The conversation included questions about which Boards and Commission may be most likely to utilize the funding, a potential application and reimbursement process, and ideas for promoting the program to Boards and Commissions.

However, during the discussion it became clear that there is not yet a clear path forward to advance this process. It was determined that staff needs to do more outreach to the Boards, Commissions, and their liaisons. With the hiring of the new Economic Vitality Manager, staff will plan to meet with the other Boards and Commissions and gather more information about their respective projects that could utilize LRC funding. Staff will prioritize a meeting with the Cultural Council as they have traditionally received LRC funding and are likely to have eligible projects.

RECOMMENDATION:

None. Staff will provide an additional update once it has completed its Board and Commission outreach.

ATTACHMENTS:

- Attachment #1: 2023 LRC Budget
- Attachment #2: March 8 Meeting Materials

**RESOLUTION NO. 40
SERIES 2022**

**A RESOLUTION APPROVING THE ANNUAL BUDGET FOR THE
LOUISVILLE REVITALIZATION COMMISSION FOR THE FISCAL YEAR
2023**

WHEREAS, there has been prepared and submitted to the City Council for review and approval in accordance with the Amended and Restated Cooperation Agreement, dated November 17, 2015, a proposed budget for the Louisville Revitalization Commission for the fiscal year beginning January 1, 2023 and ending December 31, 2023; and


WHEREAS, the City Council has reviewed the proposed budget and desires to approve the same by this resolution.

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

Section 1. The proposed budget for the Louisville Revitalization Commission (the “LRC”) for the fiscal year beginning January 1, 2023 and ending December 31, 2023, as shown in Exhibit A attached hereto and incorporated herein by this reference, is hereby approved.

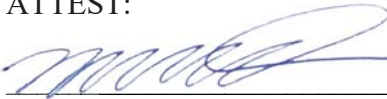
Section 2. The City Council hereby authorizes the LRC’s appropriation of moneys to pay for the budgeted items as provided in Exhibit A.

PASSED AND ADOPTED this 1st day of November, 2022.



Ashley Stolzmann, Mayor

ATTEST:



Meredyth Muth, City Clerk



Exhibit A
2023 Budget

	2019 Actual	2020 Actual	2021 Actual	2022			2023 Proposed Budget
				Current Budget	Actual @ 08/31/22	Latest Estimate	
Beginning Fund Balance	921,851	1,120,508	2,238,610	2,870,989	2,870,989	2,870,989	2,918,779
Revenue:							
Property Tax	1,647,855	1,904,547	2,052,703	2,302,350	2,140,938	2,243,870	2,068,720
Interest Earnings	50,692	33,595	(1,990)	34,060	12,430	36,780	61,920
Total Revenue	1,698,547	1,938,142	2,050,713	2,336,410	2,153,368	2,280,650	2,130,640
Expenditures:							
Marketing, Communications & Project Development	-	-	-	75,000	2,500	75,000	150,000
Staffing Support	-	-	-	-	-	-	200,000
Support Services - COL	60,000	60,000	45,000	45,000	-	45,000	50,000
CIP Consulting	-	-	-	-	-	-	104,730
Cap Contr - COL - Underpass	948,107	-	-	-	-	-	-
Cap Contr - COL - Undergrounding	-	-	-	-	-	187,000	-
Cap Contr - COL - TMP- Sidewalk- Griffith-Pine	-	-	-	-	16,500	16,500	-
Cap Contr - COL - South Street Gateway Art	-	-	-	-	-	-	-
Cap Contr - COL - Patio Parklet Enhancement	-	-	-	-	80,000	80,000	-
Cap Contr - COL - Front Street Sidewalk Connectivity Improvements	-	-	-	-	-	100,000	-
Cap Contr - COL - Downtown Streetlight Conversion	-	-	-	-	-	-	480,000
Cap Contr - COL - Electric Vehicle Charging Stations	-	-	-	-	-	-	26,500
Cap Contr - COL - Downtown Conduit & Paver Repair	-	-	-	-	-	-	420,800
Cap Contr - COL - Downtown ADA Project	-	-	-	-	-	-	120,000
TIF Refund - Boulder County	116,054	134,132	144,567	164,620	-	160,440	147,910
TIF Refund - Fire District	-	51,714	53,037	57,580	-	56,600	49,880
Façade Improvement Programming	-	-	-	250,000	-	250,000	300,000
District Wayfinding Signage	-	-	1,728	200,000	-	-	-
Bike Networks & Bike Parking	-	-	-	55,000	-	55,000	-
Commission and Board URA Project Support	-	-	-	-	-	-	50,000
Bottle Filling Station and Brick Replacement	-	-	-	-	-	15,000	-
Assistance Agreement - 824 South	-	-	294,108	-	-	-	-
Assistance Agreement - 511 SBR	-	-	-	-	-	-	-
Assistance Agreement - 950 Spruce	-	-	-	-	-	-	980,916
DCI Consulting Services Agreement	-	-	-	-	-	17,500	-
Bond Maint Fees - Paying Agent	7,150	7,150	7,150	7,150	-	7,150	7,150
ES & SBP Grants	-	100,000	88,000	-	-	-	-
Professional Services - Investment Fees	931	3,720	4,142	3,500	3,761	5,000	5,000
Professional Services - Other	23,273	-	-	12,000	3,950	4,000	12,000
Payments from Construction Acct - DELO	-	-	17,938	295,000	-	295,000	-
Principal-Bonds	-	133,369	457,000	603,000	-	590,000	607,000
Interest-Bonds	344,374	329,954	305,664	273,670	-	273,670	232,370
Total Expenditures	1,499,890	820,040	1,418,334	2,041,520	106,711	2,232,860	3,944,256
Ending Fund Balance	1,120,508	2,238,610	2,870,989	3,165,879	4,917,647	2,918,779	1,105,163

SUBJECT: DISCUSSION/DIRECTION- COMMISSION AND BOARD URA
PROJECT SUPPORT

DATE: MARCH 8, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) included Commission and Board URA Project Support as an expenditure in its 2023 budget. This item was also included as a priority in the 2023 LRC Work Plan.

DISCUSSION:

The LRC budget (*Attachment #1*) includes \$50,000 for Commission and Board URA Project Support in 2023. This item is intended to make LRC funding available to other Louisville Boards and Commissions. Including the LRC, there are twelve Louisville Boards and Commissions.

- Board of Adjustment
- Building Code Board of Appeals
- Cultural Council
- Historic Preservation Commission
- Historical Commission
- Library Board of Trustees
- Open Space Advisory Board
- Park and Public Landscaping Advisory Board
- Planning Commission
- Recreation Advisory Board
- Revitalization Commission
- Sustainability Advisory Board

The LRC is unique in that it is the only Board or Commission with its own budget. The LRC receives property tax revenue from Tax Increment Financing within the Highway 42 Urban Renewal Area (URA). Through this program, the LRC hopes to provide funding that would help other facilitate additional projects within the URA.

As this is the first discussion of this program, staff hopes to identify a proposal process through which Boards and Commissions can apply for funding, eligibility criteria for participation, and a review and approval process.

Eligibility Criteria

In order to be eligible to receive project funding from the LRC, a proposed project must demonstrate that it reduces, eliminates, or prevents the spread of blight within the Highway 42 Urban Renewal Plan Area. Projects that stimulate growth and reinvestment

with the Plan Area would also be considered eligible for funding. Staff recommends that any request for funding include a description of how the project meets this criteria.

Application and Review Process

Boards and Commissions will submit a completed application for funding. Staff recommends an electronic application similar to the Façade Improvement Program. Staff will review each application for completeness and make an initial determination of whether the project is eligible for funding. Staff will then present the application to the LRC for approval. Applications will be reviewed and presented for approval in the order that they are received. Staff does not suggest a defined application period to encourage projects throughout the year.

Staff recommends that the application require additional supplementary documentation. However, the type and amount of information required may differ with the type of project included in the application. More substantial project scopes may require additional project information, such as detailed drawings or plans. If the LRC wishes to further define what sort of projects would be included in this program (public improvements, events, etc.), then staff could further refine an application checklist. For reference, a complete Façade Improvement Program must include:

- Detailed project narrative;
- Pictures of existing façade;
- Proposed building elevations;
- Cut sheets of windows;
- W9 for business entity;
- Estimated cost of improvements; and
- Confirmation of year building constructed.

The initial staff review would also include a determination of other approvals that may be required. Different projects may trigger the need for Historic Planning Commission review, Zoning and Building review, or even a Special Event Permit. Economic Vitality staff will be the ombudsman to direct these other potential approvals in coordination with the appropriate City departments.

If the application is approved by the LRC, the applicant and the LRC would then enter into an agreement, similar to the Façade Improvement Program Grant Agreement (*Attachment #2*). Upon completion of the project, the applicant would be reimbursed in the agreed upon amount.

Because there are eleven other Boards and Commissions, the LRC may want to consider capping the maximum amount of funding that one project can receive, or capping the number of projects that one Board or Commission can receive support on. However, staff recognizes that several Boards and Commissions are much more likely to have projects that would be eligible for funding.

SUBJECT: COMMISSION AND BOARD URA PROJECT SUPPORT

DATE: MARCH 8, 2023

PAGE 3 OF 3

The implementation of the Façade Improvement Program required a separate Cooperation Agreement between the City of Louisville and the LRC. Because of the proposed changes to the Cooperation Agreement between the City of Louisville and the LRC that allow for pre-approved spending authority (*Attachment #3*), the LRC would need to apply for pre-approval from City Council to spend LRC funds on these projects. This request would need to include:

- a detailed description of the LRC Program objectives and application process;
- a proposed LRC Program budget;
- a statement of the LRC Program's potential impacts on City staff departments, other City boards and commissions, and the City Council;
- a proposed application form;
- and a proposed standard contract for execution between the LRC and LRC program awardees.

Staff seeks LRC input about the proposed program in order to revise the eligibility criteria, application and review process, and approval criteria. This information would also be used to develop the formal program application and the application to City Council.

RECOMMENDATION:

Provide staff with feedback on Commission and Board URA Project Support.

ATTACHMENTS:

- Attachment #1: 2023 LRC Budget
- Attachment #2: Façade Improvement Program Grant Agreement
- Attachment #3: Pre-Approved Spending Language

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

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.

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of _____, 2023, 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. Except as provided in subsection (e), 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.

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.

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.

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.

18. Supersede. This Cooperation Agreement supersedes and replaces in its entirety that certain Amended and Restated Cooperation Agreement, made as of November 17, 2015, by and between the City and the LRC, as of the date of this Agreement.

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:

Mayor

City Clerk

LOUISVILLE REVITALIZATION
COMMISSION

Attest:

Chair

Secretary

SUBJECT: FAÇADE IMPROVEMENT PROGRAM: ASSIGNMENT OF AGREEMENT FROM LOS VIEJOS, LLC TO HISTORIC 740 FRONT STREET

DATE: APRIL 12, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Staff received a request from the property owner at 740 Front Street to transfer their active Façade Improvement Grant Agreement from Los Viejos, LLC to Historic 740 Front Street, LLC.

DISCUSSION:

The LRC previously approved a Façade Improvement Program application for Los Viejos, LLC to make improvements to the property at 740 Front Street. Los Viejos, LLC owns and operates 740 Front, the restaurant located at 740 Front Street. The approved request was for \$31,587.75 and included the following improvements:

- Paint the exterior of the restaurant, and
- Repair or replace three exterior doors.

As part of the approval process, the LRC entered into a Façade Improvement Grant Agreement with Los Viejos, LLC (*Attachment #1*). This agreement authorizes the LRC to reimburse Los Viejos, LLC once the proposed improvements have been completed. Historic 740 Front Street, LLC is the property owner at 740 Front Street and will be the entity paying for the improvements. As such, Los Viejos, LLC has requested that the Façade Improvement Grant Agreement be transferred to Historic 740 Front Street, LLC. This would allow Historic 740 Front Street, LLC to be reimbursed directly for the improvements that they are funding.

The City Attorney approved an Assignment and Assumption Agreement (*Attachment #2*) which would formally transfer the Façade Improvement Grant Agreement from Los Viejos, LLC to Historic 740 Front Street, LLC.

RECOMMENDATION:

Staff recommends approval of the Assignment and Assumption Agreement to transfer the Façade Improvement Grant Agreement from Los Viejos, LLC to Historic 740 Front Street, LLC.

ATTACHMENTS:

- Attachment #1: Façade Improvement Grant Agreement
- Attachment #2: Assignment and Assumption Agreement

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“Agreement”) is made and entered into this 14th day of December, 2022 (“Effective Date”), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the “LRC”) and **LOS VIEJOS, LLC DBA 740 FRONT** (“Recipient”), the commercial tenant of the commercial building located at 740 Front Street (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 commercial tenant of the commercial building (the “Building”) located at 740 Front Street (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: 100% of certified Eligible Improvement costs up to \$15,000, 75% of certified Eligible Improvement costs between \$15,000.01 and \$50,000, and 50% of certified Eligible Improvement costs between \$50,000.01 and \$100,000.

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 by December 31, 2023, 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 three (3) 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 never 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:

740 Front
740 Front Street
Louisville, CO 80027
jfred740font@gmail.com

LRC:

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4529
abrown@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:

740 FRONT

By: 

Name: Fred Burns

Title: Proprietor

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Façade Improvement Grant Agreement – Los Viejos, LLC)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into this 7 day of April, 2023, by and between **LOS VIEJOS, LLC**, a Colorado limited liability company (“Assignor”) and **HISTORIC 740 FRONT STREET, LLC**, a Colorado limited liability company (“Assignee”).

WHEREAS, Assignor, Los Viejos, LLC, is party to that certain Façade Improvement Grant Agreement (“Façade Agreement”) with the Louisville Revitalization Commission (“LRC”), which sets forth the terms and conditions of the grant awarded to Assignor to offset certain eligible costs associated with the improvement of the exterior façade of the commercial building located at 740 Front Street; and

WHEREAS, Assignor (the commercial tenant) desires to assign and delegate the Façade Agreement, and all of its rights and obligations thereunder, to Assignee, and Assignee (the owner of the commercial building) desires to assume the same; and

WHEREAS, pursuant to Section G(5) of the Façade Agreement, Assignor may not assign any of the obligations, benefits or provisions of the Façade Agreement in whole or in any part without the express written authorization of the LRC; and

WHEREAS, the LRC desires to authorize Assignor’s assignment and delegation of the all of its rights and obligations under the Agreement to Assignee.

NOW, THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of the Assignor’s rights, duties and obligations under the provisions of the Façade Agreement.
2. Nothing herein shall relieve Assignor of any obligations or liabilities accruing under the Façade Agreement prior to the effective date hereof.
3. The undersigned signatories represent and warrant that they have been duly authorized to execute this Agreement and have full power and authority to bind the Assignor and Assignee to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written above.

ASSIGNOR: LOS VIEJOS, LLC

By: 

Print: Fred Burns

Title: Proprietor.

ASSIGNEE: HISTORIC 740 FRONT STREET, LLC

By: 

Print: John Gstaldler

Title: Manager

This Assignment and Assumption is hereby approved by the Louisville Revitalization Commission:

LOUISVILLE REVITALIZATION COMMISSION,

By: _____
Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary