

Revitalization Commission

Agenda

Wednesday, June 14, 2023
City Hall, Council Chambers
749 Main Street
8:00 AM

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

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

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of May 10, 2023 and May 24, 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. Public Hearing: 2023 LRC Budget Amendment
 - i. Open Public Hearing
 - ii. Staff Presentation
 - iii. Close Public Hearing
 - iv. Commissioner Discussion
 - v. Commissioner Approval
 - b. Discussion: LRC Information and TIF Expenditure Deadline
 - c. Funding/Incentive Development – Discussion of Potential New Programs
 - d. Discussion: New LRC Meeting Date and Time
 - e. Façade Improvement Program Application: Acme Fine Goods @ 915 Walnut Street
 - f. Façade Improvement Program Application: Amterre Pine LLC @ 1130 – 1140 Pine Street
 - g. Façade Improvement Program Application: B&M Enterprises @ 900 Main Street
8. Discussion Items for Next Meeting
 - a. Funding/Incentive Development
 - b. DBA Engagement – Potential Joint Meeting
 - c. 2024 CIP Planning/Coordination
 - d. Direct Financial Assistance Application: 916 Main
 - e. Commission and Board URA Project Support Update
 - f. Façade Improvement Program Applications
9. Commissioners' Comments
10. Adjourn

Revitalization Commission

Wednesday, May 10, 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 8:04 AM and took roll call.

Commissioner Attendance: Present

Yes	Alexis Adler
Yes	Clif Harald
Yes	Graham Smith
Yes	Councilmember Chris Leh
No	Bob Tofte
Yes	Corrie Williams
Yes	Barbie Iglesias

Staff Present:

April Kroner, Economic Vitality Manager
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
Deb Fahey, Mayor Pro Tem
Amelia Brackett Hogstad, City Planner II
Ryder Bailey, Director of Finance

Others Present:

Rick Kron, Louisville DBA President
Eric Lund, Louisville Chamber Executive Director
members of public

Approval of Agenda:

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

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Approval of April 12, 2023 Meeting Minutes:

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

Public Comments on Items Not on the Agenda:

Mike Kranzdorf, not a Louisville resident, asked about documentation about how long the commission runs. Collection of funds ends in 2031 and he can't find documentation of when the commission ends in either the statues or agreement. Staff will research and respond at a later meeting. The Economic Vitality (EV) Manager noted that the URA goes through 2031.

Reports of Commission:

Staff updates

The EV Manager noted that the recent business forum was well attended. The business community had a lot of questions and there was good communication. The next business forum will be held in the fall and a debrief of the event will be shared with the business community.

The EV Specialist noted that we are working with Instant Imprints for the order of decals.

There are no URA property updates this meeting. The Cooperative agreement between LRC and the City for pre-approved spending will be presented at council on May 16. Staff will report back to LRC after the Council meeting.

The Coordinated Streetscape RFP will be presented at Council on May 16. Staff will make final modifications and get it posted.

Work plan and advanced agenda were provided to LRC in the packet.

Commissioner Comments:

Councilmember Leh noted that council started planning for the 2024 work plan yesterday to coordinate with upcoming budget development.

Councilmember Fahey noted there was a lot of consensus at the Council work plan session and asked LRC to make recommendations about closures on Main Street and Front Street. For example, should Main Street be closed permanently, should we stop putting out patios, etc.

Downtown Business Association Updates

The DBA did not meet last week; the meeting was rescheduled for tomorrow. There has been exciting movement on taste of Louisville and the community table on Friday night is sold out (200 tickets). The business community felt the Business Forum was well-received as an open communication platform.

Chamber of Commerce Updates

Eric asked LRC to vote for favorite food types for Taste of Louisville. The June 2 dinner sold out and the Jun 3 fun run and dog jog has started booking runners. Summer Fest is already half full with vendors.

DeLo Lofts Presentation – Hunter Floyd

LRC was reminded that no application has been made on the property yet. Since there is no pending application, Councilmembers Leh and Fahey remained for the presentation.

Scott Kilkenny and Hunter Floyd provided a background on LiveForward's work and the previous DeLo project plan. The presentation focused on possible options for the development with a purpose of receiving comments/suggestions from LRC and the public.

Commissioner Comments:

LRC asked for more information about connectivity to Main Street and the north side on Griffith. LiveForward stated that getting the use right is important; they are hoping to get mixed use residential zoning and there is still a lot of work to be done with the community to get to the right solution.

Councilmember Leh noted that, historically, there have been challenges with the original plan for this property. He expressed appreciation to the presenter for addressing those issues and asked what the initial response from the businesses has been. The presenter noted that people are not supportive of commercial use on this property and Highway 42 traffic is a concern for the community.

Commissioner Williams expressed appreciation for the aesthetic of the design and asked how affordable housing needs can be met with this development. There was a discussion on what "affordable" is and it was noted that the development buildings won't be identified as "affordable" to avoid stigma. The presenter noted that there will be a variety size and location options to fit an affordability feel. The goal is to provide residences for the service community; more density allows for more affordable housing.

There was a question about the proposed Commercial use with a concern that the City already has downtown vacancies. There was a discussion on how to ensure the new spaces don't become another vacancy. The presenter noted that there are a couple of potential commercial tenants who are excited about the location for high use, small footprint options. This development is proposed to have 125-150 new homes.

Councilmember Fahey asked if there any units will have senior/disabled access. It was noted that a number of units will be ADA compliant without having an age restriction for the community.

Commissioner Iglesias asked about the feel of this proposed community. LiveForward noted that they are very contextually sensitive about their projects and this project will be more like their Bentonville AR development to more closely match the Louisville community.

Chair Adler expressed appreciation to LiveForward for investing in this area and asked about the projected timeline. LiveForward noted that, depending on zoning and community input, construction likely wouldn't begin until 2025.

Commissioner Smith what the major hurdles are for the project. LiveForward stated that they are leaning into sustainability and energy efficiency and will likely pursue some sort of sustainable certification for this project. The biggest hurdle will be getting the use right.

Commissioner Comments on Items not on the Agenda: None.

Business Matters of Commission:

Direct Financial Assistance Application for 916 Main Street

This is an active PUD request and Councilmember Leh recused himself and Councilmember Fahey left the meeting.

The EV Manager presented an overview on the Direct Financial Assistance application for 916 Main Street noting that the LRC is not deciding on the request today. The purpose of today's presentation is to ask the LRC if they support the application at a high level. Approval today allows the requestor to advance to a full financial proforma third-party review with a 50/50 cost share by LRC and the applicant.

Future steps if approved today include LRC review of the third-party review, LRC's determination if support should be offered and what that assistance would entail. If assistance is given, staff will prepare a rebate agreement per the terms LRC identifies. The agreement would be brought to Council for review and approval with subsequent final approval required by LRC.

The EV Manager presented the project requirements for direct assistance, including criteria evaluation and special considerations. Staff analysis was provided to LRC.

Commissioner Comments:

There was an extensive discussion around the costs as well as how the estimated assessed value was arrived at. It was noted that the estimate seems a little high as presented.

The EV Manager reminded the LRC that the information presented is an estimate and more research will need to be done before getting a more refined estimate. The third-party review will help with identifying a realistic estimated assessed value. The EV Manager noted that approval today allows for further analysis and doesn't commit LRC support to the request.

Commissioner Smith asked if the LRC can commit to a 10-year agreement if the LRC is disbanded in less than 10 years. The City Attorney will research this question and update LRC.

There was a discussion about the estimated effect on property values.

Commissioner Harald asked for data on the difference between sales and property taxes identified. Commissioner Smith also requested information on the net change in sales taxes.

Commissioner Smith expressed support for renovating an old building on Main Street. He expressed uncertainty about whether this request meets the extraordinary need requirement because there was a previous tenant business at this location.

Chair Adler asked about the cost of third-party review. It was noted that a prior contract from 2019 was just over \$11,000 which was split 50/50 between LRC and the applicant. A question was asked if there are other potential third-party funding sources for this project.

The City has an agreed upon the third party to review the financial pro forma. Chair Adler asked Commissioners to comment on this application.

Commissioner Williams agrees that older downtown buildings need improvement, especially from the public benefit point of view. Commissioner Williams expressed uncertainty with how this project meets the public benefits requirement given that it is a private business. It was noted that ADA accessibility is not necessarily a public benefit; for example, it doesn't increase parking, etc. It was noted that the biggest public benefit will be addressing blight factors in the building itself. The EV Manager reminded the LRC that the program's criteria for evaluation provides the guidelines for assessing the project application.

Commissioner Smith asked if proposed use doesn't turn out to be viable long-term, what other options would fit into the space? The applicant noted that salons, spas, personal care, medical office types of businesses where individual treatment rooms are needed would be able to move into the space as proposed.

Commissioner Harald supported a third-party review with a cap on the LRC portion of cost. The City Attorney will review the third-party review policy to see if there is an option to cap the LRC cost. The City Attorney will also review the third-party consultant contract. Commissioner Harald motioned to move forward with third-party review with a cap on the LRC portion of the cost. Commissioner Smith seconded the motion.

Chair Adler called for a roll call vote on the application. The application for third-party review was unanimously approved.

Public Comment:

The building and business owner introduced herself to LRC noting that her own business will be in the building. The architect noted that the proposal is to update the building for the long-term future. The proposal is to receive a 6-7% improvements cost gap and it was noted that the likely assessed value will be closer to double what it is now given how the county assesses value per square feet.

No other public comment.

Discussion/Direction: Funding/Incentive Development – Potential New Programs - Deferred to next meeting.

Board & Commission Mission and Roles Considerations

LRC will review and send follow up comments to staff.

WinterSkate Status Update

The EV Manager noted that to make WinterSkate happen in 2023/2024, the City will have to move quickly in securing a vendor and equipment. It was noted that Boulder Creek Events is willing to work with the City but they have no equipment.

Commissioner Comments: None.

Councilmember Fahey asked if the ice rink is profitable for anyone. It was noted that the business running it keeps the profits. Councilmember Fahey asked about the feasibility of the

City Parks and Recreation department taking the program over. The City doesn't currently have budget to support this program but this option can be discussed in the future.

Public comments: None.

Discussion Items for Next Regular Meeting, Wednesday, June 14, 2023:

1. WinterSkate
2. 2021 CIP Planning/Coordination
3. Downtown Coordinated Streetscape Plan (Contract)
4. Potential Funding/Incentive Programs (Part 2)
5. Commission and Board URA Project Support Update
6. Façade Improvement Program Applications

Commissioners' Comments: None.

Public Comment: None.

Commissioner Smith motioned to adjourn; Commissioner Williams seconded.

Adjourn: The meeting adjourned at 9:56 AM.

Revitalization Commission

Wednesday, May 24, 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 8:04 AM and took roll call.

Commissioner Attendance: Present

Yes	Alexis Adler
No	Clif Harald
Yes	Graham Smith
No	Councilmember Chris Leh
Yes	Bob Tofte
Yes	Corrie Williams
Yes	Barbie Iglesias

Staff Present:

April Kroner, Economic Vitality Manager
Austin Brown, Economic Vitality Specialist
Nick Cotton-Baez, Attorney to the City of Louisville – virtual
Deb Fahey, Mayor Pro Tem
Ligea Ferraro, Executive Administrator

Others Present:

Mark w/ DBA
Eric Lund - Chamber

Approval of Agenda:

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

Public Comments on Items Not on the Agenda: None

Reports of Commission: None

Commissioner Comment on Items Not on Agenda: None

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Business Matters of Commission:

Resolution 23-01: Amending the Annual Budget for Fiscal Year 2023 for the Urban Revitalization District

The Economic Vitality Manager presented the proposed 2023 budget amendment to the Commission.

1. The undergrounding at Griffith Street was included in the 2022 budget and funds have not been carried over. As the project is planned to be completed in May 2023 a budget amendment is needed to carry over the remaining \$187,000 to the 2023 budget.
2. A request for a new commitment of \$300,000 is requested for WinterSkate. Due to the loss of the vendor who was managing WinterSkate, the activity is not currently scheduled for the 2023-2024 season. This budget request is over what Staff think will be needed. Time constraints require staff to request this amount because there won't be time to process a second budget amendment before contracts for this season will need to be signed and the funds committed. Discussions are ongoing with multiple vendors per the City's procurement rules. With the exception of the chiller rental and setup/takedown costs, this request is for initial startup costs, not ongoing expenses. The initial contract is planned to be for one year.

If LRC approves this amendment, the budget amendment and vendor contract would go to Council in June with LRC final review/approval at the June regular meeting.

The Economic Vitality Specialist presented information on the various vendors and options for each.

Commissioner's Comments:

The LRC discussed storage options if the equipment to run the ice rink is purchased versus rented; previous financial support provided by the City; the pros and cons of renting versus purchasing the equipment; whether LRC would receive any profits; who would be responsible for staffing the event; whether a fee program similar to the patio program would be a viable option for WinterSkate; what funding might be available to support the event when LRC is disbanded; how electricity costs will be covered; when to address the 2024-2025 season; and whether pavilion upgrades should be considered in the future.

It was mentioned that in the last few years the ice wasn't smooth or solid enough for a good skating experience. It was also noted that competition with superior's new ice rink may reduce traffic at WinterSkate and whatever is decided, this needs to be a high-quality experience, including the rink, rink management, and public marketing campaign/outreach.

Chair Adler called for a motion to approve the budget amendment. Commissioner Smith motioned to approve; Commissioner Tofte seconded. The budget amendment was unanimously approved by roll call vote.

The final resolution will return to LRC for approval in the June 14 meeting.

Public Comment:

Rick Crown with the Louisville DBA noted that this attraction is very important to downtown businesses and DBA strongly supports this project. He mentioned that the Singing Cook and Acme Fine Goods owners have mentioned how essential WinterSkate is to their businesses in winter. DBA endorses the budget amendment request. Mr. Crown noted that \$150,000 is probably a low estimate of equipment costs. He supports the BCE approach because it's a turnkey option and they will manage any losses. The DBA has provided a few subsidies for this attraction in the past including the mountain backdrop and would likely do that again as the previous vendor threw it away. As for the durability of equipment, Mr. Crown suggested purchasing a chiller if they last 18 years and noted that renting equipment might be problematic as the City's rink is an irregular shape.

Discussion Items for Next Regular Meeting, Wednesday, June 14, 2023:

1. WinterSkate
2. 2021 CIP Planning/Coordination
3. Downtown Coordinated Streetscape Plan (Contract)
4. Potential Funding/Incentive Programs (Part 2)
5. Commission and Board URA Project Support Update
6. Façade Improvement Program Applications

Commissioners' Comments:

None.

Public Comment:

None.

Commissioner Smith motioned to adjourn; Commissioner Tofte seconded.

Adjourn: The meeting adjourned at 8:47 AM.

SUBJECT: STAFF UPDATES

DATE: JUNE 14, 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.

URA Property Updates

- 816 Main Street (former Empire Lounge)
- 833 Main Street (former Chase Bank)
- 804 Main Street (Wildwood Guitars)

916 Main Street – Application for Direct Financial Assistance

Planning is currently reviewing a PUD Amendment for Radiance MedSpa at 916 Main Street. Staff is also working with the City Attorney to develop an agreement for the third-party financial review for the Direct Financial Assistance Application that was presented to the LRC in May.

Ice Rink Update

Staff is working on a contract to secure services for this year's ice skating rink at Steinbaugh Pavilion.

Business Openings and Closings

Dollar Tree (655 E South Boulder Rd) will begin its Grand Opening celebration for its new Louisville I the week of June 28.

Dark Sky Lighting

An updated draft of the dark sky lighting ordinance has been posted online for public review. Staff will review comments before the ordinance goes to Planning Commission on July 13.

DCI Workshops

Work Plan

The most recent Work Plan and Advanced Agenda are both included as *Attachment #1*.

ATTACHMENT(S):

1. LRC 2023 Work Plan and Advanced Agenda



**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"> • 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"> • Direct Financial Assistance – 916 Main Street, Radiance MedSpa • Funding/Incentive Development – discussion of potential new programs, Part 1 • Board & Commission Mission and Roles Considerations • Winterskate (Special Meeting on 5/24 to discuss budget amendment)
June 14	<ul style="list-style-type: none"> • Public Hearing: 2023 LRC Budget Amendment • TIFF Expenditure Deadline • Funding/Incentive Development – discussion of potential new programs • 2024 CIP Planning/Coordination • Review – Façade Improvement Program Applications • Downtown Coordinated Streetscape Plan – contract • Commission and Board URA Project Support (finalize process and criteria) – moved to July
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 • 916 Main • Commission and Board URA Project Support
August 9	<ul style="list-style-type: none"> • Funding/Incentive Development – development of programs • Sustainability Grant Program – presentation from Sustainability Coordinator • South Street Underpass Discussion
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: PUBLIC HEARING – RESOLUTION 23-01: AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023 FOR THE URBAN REVITALIZATION DISTRICT

DATE: JUNE 14, 2023

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

SUMMARY:

The Louisville Revitalization Commission (LRC) adopted its 2023 Budget on November 9, 2022. The LRC must approve all budget amendments for the Urban Revitalization District (URD). The proposed budget amendments by the LRC must be submitted to Louisville City Council for review and approval prior to final LRC adoption. Staff prepared an amended 2023 Budget for the LRC's consideration at the Commission's May 24, 2023 meeting.

The LRC agreed with the amendment and directed staff to advance the amended 2023 Budget to City Council for approval. Any amendments to the LRC budget must be approved by the City Council in accordance with the Cooperation Agreement between the parties.

DISCUSSION:

Louisville City Council approved the proposed 2023 Budget Amendment for the Urban Revitalization District on June 6, 2023. This item is before the LRC for final approval, including Resolution 23-01 (*Attachment #1*) and the Budget Amendment Exhibit (*Attachment #2*).

- Adjustments to 2022 revenues for property tax and interest earnings, which reflects the differences between initial estimates and actual revenues from the County Assessor.
- Commitment to Undergrounding at Hwy 42/Griffith Street. This capital project was completed in 2023 instead of 2022. As such, the \$187,000 commitment has been moved from a 2022 expenditure to a 2023 expenditure.
- Adjustments to the 2022 revenue-sharing agreements (Tri-Party and Louisville Fire Protection District) based on actual amounts from the County.
- Adjustment to the 2022 bond principal payments from the original budget estimate.
- 2022 expenditures for Front Street Sidewalk Connectivity Improvements, Façade Improvement Programming, Bike Networks & Bike Parking, and Bottle Filling Station and Brick Replacement have all been updated to reflect actual expenditures.
- New appropriation to fund WinterSkate for the 2023-24 season. This expenditure was not anticipated at the time of the 2023 budget adoption. The vendor that

SUBJECT: AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023

DATE: JUNE 14, 2023

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operated WinterSkate made a decision to no longer contract with the City for this service after the completion of the 2022-23 season. This decision resulted in the need to quickly consider a path forward to be able to continue the WinterSkate tradition in downtown Louisville. WinterSkate serves the community in a variety of ways including providing a recreational opportunity/experience for residents and visitors during the winter months, as well as bringing people into the Urban Renewal District, which helps support the businesses and services through the more-difficult colder months of the year. The LRC approved an appropriation to ensure this important event can continue for this season and beyond. Following approval of the budget amendment, a contract will be prepared with a vendor to construct and operate the WinterSkate event. The contract will need to be approved by both the City Council and the LRC.

RECOMMENDATION:

Staff recommends adoption of Resolution 23-01, amending the annual budget for fiscal year 2023 for the Urban Revitalization District.

ATTACHMENT(S):

1. Resolution 23-01: Amending the Annual Budget for Fiscal Year 2023 for the Urban Revitalization District
2. 2023 Budget Amendment for the Urban Revitalization District Exhibit

RESOLUTION NO. 23-01

A RESOLUTION ADOPTING AN AMENDMENT TO THE ANNUAL BUDGET FOR THE LOUISVILLE REVITALIZATION COMMISSION AND APPROPRIATING ADDITIONAL EXPENDITURES FOR THE FISCAL YEAR 2023.

WHEREAS, there has been prepared and submitted to the Board of Commissioners a proposed budget amendment to include new financial commitments that have been made by the Louisville Revitalization Commission (the “LRC”) in the fiscal year 2023; and

WHEREAS, the proposed budget amendments include expenditures related to WinterSkate and the Undergrounding at Highway 42 and Griffith Street; and

WHEREAS, the proposed budget amendments were submitted to City Council for review and approval in accordance with the Amended and Restated Cooperation Agreement, dated November 17, 2015, and the City Council approved such budget amendments on June 6, 2023; and

WHEREAS, the LRC has held a public hearing on the proposed budget amendments following public notice of the same.

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

Section 1. The budget amendments 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 (the “Budget Amendments”), are hereby approved and adopted.

Section 2. That the 2023 Louisville Revitalization Commission appropriation be increased by \$487,000, from \$4,156,557.18 to \$4,663,557.18.

ADOPTED this 14th day of June, 2023.

Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary

Exhibit A
2023 URD Budget Amendment

	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	3,105,779
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
WinterSkate	-	-	-	-	-	-	300,000
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	2,045,860	4,431,256
Ending Fund Balance	1,120,508	2,238,610	2,870,989	3,165,879	4,917,647	3,105,779	805,163

SUBJECT: LRC INFORMATION AND TIF EXPENDITURE DEADLINE

DATE: JUNE 14, 2023

PRESENTED BY: APRIL KRONER, ECONOMIC VITALITY MANAGER

SUMMARY:

At the May 10, 2023 meeting Mr. Mike Kranzdorf, the owner of commercial property in the City of Louisville and within the Highway 42 Revitalization Area, inquired about the expenditure period for the Highway 42 Revitalization Area and about the length of time the Louisville Revitalization Commission is to remain active. City staff indicated they would research this information and report back at a future LRC meeting.

DISCUSSION:

This staff report includes the results of the research conducted to address the questions that were asked regarding the Highway 42 Revitalization Area and the LRC, along with related information that was determined to be beneficial to share.

**City Of Louisville Revitalization Commission (Urban Renewal Authority)
Informational Summary**

Formation & Role

- The City Council originally created the Urban Renewal Authority in 1971. (An Urban Renewal Authority is a separate legal entity from the City as defined by state statute.) The jurisdictional boundaries of the Urban Renewal Authority are the same as the boundaries of the municipality; within the municipal boundaries there may be one or more urban renewal areas.
 - By 2003, the City's urban Renewal Authority was inactive, at which time the City Council then reactivated it (Ord 2003-1433), and further changed its name to the Louisville Revitalization Commission (LRC) in 2004 (Ord 2004-1454).
 - Commission members are appointed by the Mayor and City Council.
 - In 2007, there was an initiated ordinance to transfer the urban renewal authority from the LRC to the City Council but it failed to pass (election results below).
- While the LRC is a separate legal entity, there is a cooperation agreement between the LRC and the City Council which establishes a high level of integration between the two entities for ongoing operations with significant oversight of the LRC by the City Council.

CITY COUNCIL COMMUNICATION

- The LRC cannot adopt a budget, enter into a contract, or issue bonds without prior approval of the City Council;
 - one Councilmember serves on the Commission;
 - the City Manager serves as the Director of the LRC;
 - the City provides support services in addition to legal services, such as planning, financing, accounting and engineering, with the costs reimbursed by the LRC.
- The LRC will continue to exist upon expiration of the TIF period for a Revitalization Area, however it will not have any new revenues unless the City Council establishes a new revenue source.
 - For example, by adoption of a new urban renewal plan, expanding the area of the Highway 42 Revitalization Area Urban Renewal Plan, or implementing a sales tax TIF for the Highway 42 Revitalization Area.

Existing Plans

- There are two Urban Renewal Areas in the City of Louisville.
 - Highway 42 Revitalization Area Urban Renewal Plan (2006)
 - 550 S. McCaslin Urban Renewal Plan (2015)
 - The City Council would be the entity that approves any additional urban renewal plans.
- Urban Renewal Areas sunset at 25 years (or may be closed before this time). All revenue generated by the redevelopment that occurs within the Area reverts to the normal taxing entities at the close of the 25 years (or before).

Highway 42 Revitalization Area Urban Renewal Plan

- The Highway 42 Revitalization Area Urban Renewal Plan was approved in 2006 and may be active for 25 years. Therefore, the Highway 42 Revitalization Area is active through December of 2031 ('TIF period').
- The LRC is not required to *spend* all TIF revenues received during the 25-year TIF period, but it must *pledge* the funds to an urban renewal project during the TIF period (repayment for which may extend beyond the TIF period).
- Funds received by the LRC from the tax increment that remain unpledged at the expiration of the TIF period must be repaid to each taxing district (except the City) on a pro rata basis based on the prior year's mill levy. C.R.S. § 31-25-107(9)(a)(II).

Funding Source

- Urban Renewal Authorities do not levy taxes and do not have the ability to raise taxes. They simply receive a portion of the property and/or sales tax revenues generated when property values rise as a result of new investment or new or improved business activity. When urban renewal authorities improve deteriorated areas, property values within those areas rise, which in turn increases property tax revenues. The increased property tax revenues resulting from redevelopment activity are referred to as “tax increment.” State law allows urban renewal authorities to pledge future tax increment so that they can repay bonds and other types of debt incurred to make investments in project areas. In essence, urban renewal authorities fund themselves when they make improvements to their communities. They stimulate increases in property values that otherwise would not have occurred.

SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: ACME
FINE GOODS @ 915 WALNUT STREET

DATE: JUNE 14, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Staff received an application for 2023 Façade Improvement Program reimbursement from Acme Fine Goods located at 915 Walnut Street.

DISCUSSION:

Acme Fine Goods is located at 915 Walnut Street. The property is within the Highway 42 Urban Renewal Area and is therefore eligible to apply for Louisville Revitalization Commission (LRC) funding. Applicant and business owner Eric Reed indicated that the building was constructed in 1950 and also provided a letter of authorization from the property owner (B & M Enterprises). Mr. Reed estimated the total cost of improvements to be \$2,934.07, which would be 100% reimbursable under the program funding structure. The proposed improvements include:

- Installation of new custom sign on the existing building.

Attachment #1 is Acme Fine Goods' program application. *Attachment #2* is an application review and summary prepared by staff.

Because the building was constructed prior to 1955, the request required Historic Planning Commission (HPC) review. Staff met with Historic Preservation Planner Amelia Brackett Hogstad, who determined that these improvements would not require a Historic Preservation Subcommittee review. The applicant will be required to submit for all necessary planning approvals and building permits.

Staff has determined that this application is complete and is requesting a review by the LRC. Should the LRC approve the request, the applicant will enter into a Façade Improvement Grant Agreement (*Attachment #3*) with the LRC. As indicated in the agreement, the applicant will be eligible for reimbursement once all eligible improvements have been completed and certified.

RECOMMENDATION:

Staff recommends approval of the Façade Improvement Program application for Acme Fine Goods in the amount of \$2,934.07.

SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: ACME FINE GOODS

DATE: JUNE 14, 2023

PAGE 2 OF 2

ATTACHMENT(S):

1. Acme Fine Goods Program Application
2. Application Review and Summary
3. Façade Improvement Grant Agreement

Acme Fine Goods

915 Walnut Street

Project Narrative

Install custom sign on the existing building. The new sign will be handmade by 20/20 Communications Signs of Boulder and will showcase the quality of the building and the business that it holds.

Austin Brown

From: Eric Reed <info@acmefinegoods.com>
Sent: Thursday, May 4, 2023 1:39 PM
To: Austin Brown
Subject: Facade Upgrade Grant
Attachments: Acme Fine Option 16.pdf; Acme Fine Goods Sign Quote.docx; IMG_6903.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Austin,
I have filled out the Application for the Facade Upgrade Grant today for a new sign. I have some questions to make sure I dont miss anything.

I filled out the Questionnaire what else do I need to submit?
Can 20/20 Communications Signs submit for a permit before I find out about the Grant? (I do not want to forfeit my chance at reimbursement if I do anything in the wrong order.)

I have attached the signed option from Jeff Raikes, Owner.
Color Image of the Sign on Building concept with sizing
Quote from 20/20 Communications Signs

Please let me know what i need to do moving forward and thank you in advance,

Eric Reed
720-837-8659
Acme Fine Goods
915 Walnut St.
Louisville, CO 80027

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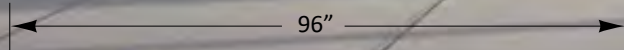
Acme Fine Goods
915 Walnut
Louisville, Co. 80027

Fabricate & install (1) single sided 20.5" x 80" x 1 1/2"
deep satin black aluminum background with attached
1/2" thick acrylic letters & border painted to match PMS
Yellow 7407C satin. Sign to be installed on South fascia
where specified..... \$ 2,080.00
Installation..... \$ 760.00
9.045% Tax (on \$ 1,040.00)..... \$ 94.07
TOTAL..... \$ 2,934.07

Permit Not Included

TERMS: \$ 1,200.00 Down/Balance Upon Completion
Allow 6 weeks for delivery from down payment & city approval

MAILING ADDRESS:
20/20 Communications Signs
P.O. Box 4145
Boulder, Co. 80306



Option 16



20/20 Communications Signs, Inc.
 P.O. Box 4145
 Boulder, CO 80306
 Physical Location: (no mail receptacle)
 5763 Arapahoe Ave. Unit F
 Boulder, CO 80303
 Phone & Fax: 303-442-6525

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Signed: _____ Date: _____



Option 16



2020 Communications Signs, Inc.
 P.O. Box #145
 Boulder, CO 80505
 Physical Location: (no mail receptacle)
 5783 Arapahoe Ave., Unit F
 Boulder, CO 80503
 Phone & Fax: 303-443-8828

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Signed:

[Handwritten Signature]

Date:

4-23-23

Facade Improvement Program Review

Business name:	Acme Fine Goods LLC
Address:	915 Walnut Street
Contact Person:	Eric Reed
Phone:	720-837-8659
Email:	info@acmefinegoods.com
Is applicant the property owner?	No
Property owner (if different):	B&M Enterprises LLC
Building square footage:	2,397 SF
Year building was constructed:	1950

Estimated total cost of improvements:	\$2,934.07
Façade funding requested from LRC:	\$2,934.07
Anticipated Project Start Date:	6/1/2023
Anticipated Project Completion Date:	7/1/2023

Summary of Improvements

Installation of new custom sign on the existing building.

Application Complete?

- | | |
|---|---|
| <input type="checkbox"/> Detailed project narrative
<input type="checkbox"/> Pictures of existing façade
<input type="checkbox"/> Proposed building elevations
<input type="checkbox"/> Cut sheets for windows | Yes
<input type="checkbox"/> W9 for business entity
<input type="checkbox"/> Estimated cost of improvements
<input type="checkbox"/> LOA from property owner |
|---|---|

Internal Review

Application Submitted Date:	5/4/2023
Initial EV Review:	5/9/2023
Date of Complete Application:	5/12/2023
HPC Review:	N/A
Planning Review:	6/8/2023
LRC Review:	6/14/2023
Permit Completion:	
Reimbursement Requested:	
Reimbursement Amount:	

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 **ACME FINE GOODS LLC** (“Recipient”), the commercial tenant of the commercial building located at 915 Walnut 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 915 Walnut 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 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:

Acme Fine Goods
915 Walnut Street
Louisville, CO 80027
info@acmefinegoods.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:

ACME FINE GOODS LLC

By: _____

Name: _____

Title: _____

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary

SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: AMTERRE
PINE LLC @ 1130 – 1140 PINE STREET

DATE: JUNE 14, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Staff received an application for 2023 Façade Improvement Program reimbursement from Amterre Pine LLC for the Pine Street Plaza located at 1130 – 1140 Pine Street.

DISCUSSION:

Amterre Pine LLC owns Pine Street Plaza at 1130 - 1140 Pine Street. The property is within the Highway 42 Urban Renewal Area and is therefore eligible to apply for Louisville Revitalization Commission (LRC) funding. The properties are currently occupied by Mountain High Appliance, Down Under Wine & Spirits, and The Little Groomer. Applicant and property owner Mike Kranzdorf indicated that the building was constructed in 1985. Mr. Kranzdorf estimated the total cost of improvements to be \$38,000. Under the program funding structure, the first \$15,000 would be 100% reimbursable while the remaining \$23,000 would be reimbursed at 75%. This results in a total reimbursement of \$32,250. The proposed improvements include:

- Replace existing drywall soffits with stucco;
- Repairs to existing recessed lighting.

Attachment #1 is Amterre Pine's program application. *Attachment #2* is an application review and summary prepared by staff.

Because the building was constructed after 1955, the request does not require Historic Planning Commission (HPC) review. Planning also determined that there will not be any zoning review required because these requests are minor in nature. The applicant will be required to submit for all necessary building permits.

Staff has determined that this application is complete and is requesting a review by the LRC. Should the LRC approve the request, the applicant will enter into a Façade Improvement Grant Agreement (*Attachment #3*) with the LRC. As indicated in the agreement, the applicant will be eligible for reimbursement once all eligible improvements have been completed and certified.

RECOMMENDATION:

Staff recommends approval of the Façade Improvement Program application Amterre Pine in the amount of \$30,412.50.

SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: AMTERRE PINE

DATE: JUNE 14, 2023

PAGE 2 OF 2

ATTACHMENT(S):

1. Amterre Pine Program Application
2. Application Review and Summary
3. Façade Improvement Grant Agreement

Amterre Pine LLC

Pine Street Plaza (1130 – 1140 Pine Street)

Project Narrative

Replace existing drywall soffits with stucco. The drywall gets wet and damaged every year. The application also includes a \$2,450 line item for any repairs that may need to be made to the recessed lighting.



11307 Billings Ave
 Lafayette, CO. 80026
 info@stonymountainllc.com
<https://www.stonymountainllc.com/>
 720-364-3984

Estimate

Stony Mountain

For: Micheal Kranzdorf
 mike@amterre.com
 (720) 304-3200

Estimate No: 1088
 Date: 05/09/2023

Job Name: Louisville Pine Street Plaza - soffit
 Job Address: 1130 Pine Street, Louisville CO 80027

Description	Quantity	Rate	Amount
Demo existing soffit and pre for stucco	1,185	\$10.00	\$11,850.00
1-2" hardback with primer, mesh and elastomeric stucco with 1/2 flared drip edging	1,185	\$20.00	\$23,700.00
		Subtotal	\$35,550.00
		Includes TAX 0%	\$0.00
		Total	\$35,550.00

Total \$35,550.00

Amterre Pine LLC
1130-1140 Pine Street

Eligible Improvements:

Stony Mountain Façade	\$ 35,550.00
Lighting Improvements	\$ 2,450.00
<hr/> Total Eligible:	<hr/> \$ 38,000.00

Reimbursements:

100% of \$15,000	\$ 15,000.00	
Value above \$15,000		\$ 23,000.00
75% above \$15,000	\$ 17,250.00	
<hr/> Total Reimbursements:	<hr/> \$ 32,250.00	

Facade Improvement Program Review

Business name:	Amterre Pine LLC
Address:	1130 - 1140 Pine Street
Contact Person:	Mike Kranzdorf
Phone:	720-304-3200
Email:	mike@amterre.com
Is applicant the property owner?	Yes
Property owner (if different):	
Building square footage:	14,530 SF
Year building was constructed:	1984

Estimated total cost of improvements:	\$38,000.00
Façade funding requested from LRC:	\$32,250.00
Anticipated Project Start Date:	7/1/2023
Anticipated Project Completion Date:	7/15/2023

Summary of Improvements

Replace existing drywall soffits with stucco;
Repairs to recessed lighting.

Application Complete?

- | | |
|---|---|
| <input type="checkbox"/> Detailed project narrative
<input type="checkbox"/> Pictures of existing façade
<input type="checkbox"/> Proposed building elevations
<input type="checkbox"/> Cut sheets for windows | Yes
<input type="checkbox"/> W9 for business entity
<input type="checkbox"/> Estimated cost of improvements
<input type="checkbox"/> LOA from property owner |
|---|---|

Internal Review

Application Submitted Date:	6/1/2023
Initial EV Review:	6/5/2023
Date of Complete Application:	6/5/2023
HPC Review:	N/A
Planning Review:	6/8/2023
LRC Review:	6/14/2023
Permit Completion:	
Reimbursement Requested:	
Reimbursement Amount:	

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 **AMTERRE PINE LLC** (“Recipient”), the owner of the commercial building located at 1130 - 1140 Pine 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 owner of the commercial building (the “Building”) located at 1130 – 1140 Pine 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 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:

Amterre Pine LLC
2318 Dennison Lane
Boulder, CO 80305
mike@amterre.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:

AMTERRE PINE LLC

By: _____

Name: _____

Title: _____

LOUISVILLE REVITALIZATION COMMISSION

By: _____

Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary

SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: B & M
ENTERPRISES LLC @ 900 MAIN STREET

DATE: JUNE 14, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Staff received an application for 2023 Façade Improvement Program reimbursement from B & M Enterprises for the properties located at 900 Main Street.

DISCUSSION:

B & M Enterprises owns the property at 900 Main Street, which also includes 906 Main Street, 901 Walnut Street, and 915 Walnut Street. The property is within the Highway 42 Urban Renewal Area and is therefore eligible to apply for Louisville Revitalization Commission (LRC) funding. The property's current tenants include Edward Jones Investments (900 Main Street), River Walk Florist (906 Main Street), Thunderbird Barbers (901 Walnut Street), and Acme Fine Goods (915 Walnut Street). Applicants and property owners Jim and Jeff Raikes indicated that the building was constructed in 1950. Mr. Raikes estimated the total cost of improvements to be \$11,207.63, which would be 100% reimbursable under the program funding structure. The proposed improvements include:

- The addition/reinstallation of 4 dome awnings:
- 1 new awning over window at River Walk Florist;
- Modify 108" wide frames at Edward Jones and west elevation of Thunderbird Barbers;
- Modify 207" wide frame at south elevation of Thunderbird Barbers.

Attachment #1 is B & M Enterprises' program application. *Attachment #2* is an application review and summary prepared by staff.

Because the building was constructed prior to 1955, the request required Historic Planning Commission (HPC) review. Staff met with Historic Preservation Planner Amelia Brackett Hogstad, who determined that these improvements would not require a Historic Preservation Subcommittee review. The applicant will be required to submit for all necessary planning approvals and building permits.

Staff has determined that this application is complete and is requesting a review by the LRC. Should LRC approve the request, the applicant will enter into a Façade Improvement Grant Agreement (*Attachment #3*) with the LRC. As indicated in the

SUBJECT: STAFF UPDATES

DATE: JUNE 14, 2023

PAGE 2 OF 2

agreement, the applicant will be eligible for reimbursement once all eligible improvements have been completed and certified.

RECOMMENDATION:

Staff recommends approval of the Façade Improvement Program application for B & M Enterprises LLC. in the amount of \$11,207.63.

ATTACHMENT(S):

1. B & M Enterprises Program Application
2. Application Review and Summary
3. Façade Improvement Grant Agreement

B&M Enterprises

900 Main Street

Project Narrative

Addition of awnings. Old awnings were removed during last year's renovation. Awnings were not replaced during that renovation. Frames will need to be modified to allow frames to fit over new window moldings and not cover up tenant signage. The awnings will be approximately 7'2" above the ground. Work includes:

- 4 dome awnings to be installed over doors
- 1 new awning over window at Riverwalk Flowers and Gifts
- Modify 108" wide frames at Edward Jones and west elevation of Thunderbird Barbers
- Modify 207" wide frame at south elevation of Thunderbird Barbers



CREATIVE CANVAS

COMMERCIAL & RESIDENTIAL AWNINGS

SHADING COLORADO FOR OVER 30 YEARS

Proposal

3.3.23

Jeff Raikes
jeff@triplerhomes.com
303-912-0781

Job Site: 900 Main Street, Louisville, CO 80027

Existing frames are currently off of the building. Awnings to be recovered with new Sunbrella fabric, which includes manufacturer's 10-year warranty. Due to the recent building exterior modifications with window frame bumpouts, and tenant signage above, frames need to be modified to allow the frames to fit over the new window moldings and also not cover up tenant signage.

Four (4) dome awnings. Fit not inhibited by new exterior remodeling. Does not include painting of frames.

- Manufacture and install 4 recovers @ \$750 each \$3,000.00 + tax

One (1) new awning over window at Riverwalk Flowers and Gifts. Due to new window molding, frame is no longer wide enough

- Manufacture and install new 85" wide awning. Frame to be powder coated black. Recover \$1,750.00 + tax

Modify 108" wide frame at Edward Jones. Center support to be cut out to accommodate new molding, and new center diagonal support welded in. Does not include painting of frame. Recover.

- Modify frame and recover \$1,425.00 + tax

Modify 108" wide frame at west elevation of Thunderbird Barbers. Center support to be cut out to accommodate new molding, and new center diagonal support welded in. Does not include painting of frame. Recover.

- Modify frame and recover \$1,425.00 + tax

Modify 207" wide frame at south elevation of Thunderbird Barbers. 1"x1" aluminum tube to be welded on frame back and sides to bump out frame from wall to fit new molding. Current 2 center supports will fit window mullions. Lower backbar frame will be visible through the window from the inside. Does not include painting of frame. Recover.

- Modify frame and recover \$3,125.00 + tax

No awning over large window at Acme Fine Goods





CREATIVE CANVAS

COMMERCIAL & RESIDENTIAL AWNINGS

SHADING COLORADO FOR OVER 30 YEARS

Proposal (con't)

Total	\$10,725.00
Tax	<u>\$482.63</u>
Total	\$11,207.63

Subtract \$750.00 if no dome awning recovered at Thunderbird Barbers door location
Add \$2,800.00 to manufacture three (3) new frames to replace existing frames at Edward Jones and Thunderbird Barbers. Includes black powder coat.

- Includes a 2-year warranty on installation and frame modifications.

Thank you for the opportunity to provide you with this quote.

Mark Gates

Accepted _____ Date _____

The proposal is valid for 30 days.

Note: Product remains the property of A Creative Canvas Co. until total costs have been paid. A 2% finance charge per month, will be assessed on the balance after 30 days of completion until paid in full. All Change orders will need to be approved by the Client prior to proceeding with the project.

Dimensions: on renderings are approximate and not exact, final build measurements will be taken prior to manufacture

Disputes: Any claim, controversy or dispute hereunder shall be subject to binding arbitration. Before a single arbitrator who shall be a licensed practicing attorney experienced in construction disputes agreed upon by the parties, or, if they cannot agree, appointed by the Court. The arbitration may be consolidated in other parties, claims, or proceedings related to the project. The court of Arbitrator(s), as the case may be, shall have the power, in the sound exercise of discretion, to award apportion costs and attorney fees based on the relative success of the parties on the issues presented for hearing.

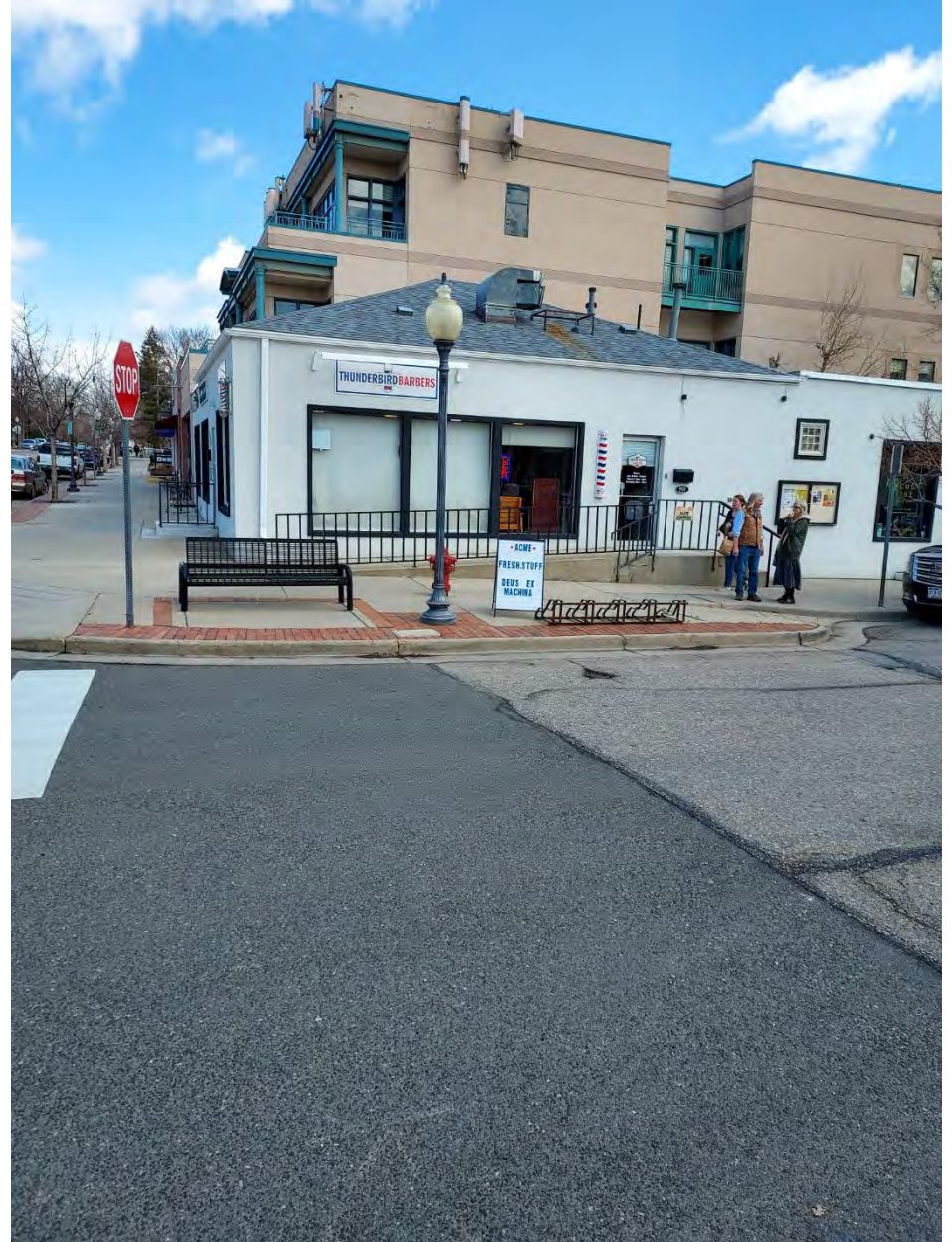
Creative Canvas will not assume any liability or responsibility for destruction, damage, or injury to persons or property caused by wind hail, snow, ice, or other cause.

Terms: 50% at start & balance upon completion

Terms: 50% at start & balance upon completion Permitting and Engineering not included
Creative Canvas aims for 6-8 weeks from deposit to install



Existing Elevations



Previous Awnings



New Awnings to be Installed



Facade Improvement Program Review

Business name:	B&M Enterprises LLC
Address:	900 & 906 Main Street, 901 & 915 Walnut Street
Contact Person:	Jim and Jeff Raikes
Phone:	303-995-4343
Email:	raikes@q.com
Is applicant the property owner?	Yes
Property owner (if different):	N/A
Building square footage:	2,397 SF
Year building was constructed:	1950

Estimated total cost of improvements:	\$11,207.63
Façade funding requested from LRC:	\$11,207.63
Anticipated Project Start Date:	5/4/2023
Anticipated Project Completion Date:	6/15/2023

Summary of Improvements

4 new dome awnings to be installed over doors;
 1 new awning over window at Riverwalk Flowers and Gifts;
 Modify 108" wide frames at Edward Jones and west elevation of Thunderbird Barbers;
 Modify 207" wide frame at south elevation of Thunderbird Barbers.

Application Complete?

- | | |
|---|---|
| <input type="checkbox"/> Detailed project narrative
<input type="checkbox"/> Pictures of existing façade
<input type="checkbox"/> Proposed building elevations
<input type="checkbox"/> Cut sheets for windows | Yes
<input type="checkbox"/> W9 for business entity
<input type="checkbox"/> Estimated cost of improvements
<input type="checkbox"/> LOA from property owner |
|---|---|

Internal Review

Application Submitted Date:	5/3/2023
Initial EV Review:	5/9/2023
Date of Complete Application:	5/11/2023
HPC Review:	N/A
Planning Review:	6/8/2023
LRC Review:	6/14/2023
Permit Completion:	
Reimbursement Requested:	
Reimbursement Amount:	

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 **B & M ENTERPRISES LLC** (“Recipient”), the owner of the commercial building located at 900 Main 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 owner of the commercial building (the “Building”) located at 900 Main 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 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.

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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.

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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:

B & M Enterprises LLC
126 Springs Cove
Louisville, CO 80027
raikes@q.com

LRC:

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

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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:

B & M ENTERPRISES LLC

By: _____

Name: _____

Title: _____

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary