

Revitalization Commission

Agenda

Wednesday, August 23, 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 July 12, 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. Cooperation Agreement between City and LRC for the Outdoor Skating Rink
 - b. Agreement with EPS for Third Party Review
 - c. Defining the LRC's Purpose
 - d. Downtown Vision Plan for Streetscapes and Public Places - Contract and Budget
 - e. Recap of 2023 Work Plan and Status Update
 - f. Façade Improvement Program Application: Moxie Bread Co @ 641 Main Street
 - g. Façade Improvement Program Agreement Amendment: Amterre Pine LLC @ 1130 – 1140 Pine Street
8. Future Agenda Items
9. Discussion Items for Next Meeting
 - a. Property Improvement Program
 - b. 2024 CIP Planning/Coordination
 - c. Financial Overview
 - d. Draft RFP for Consultant to Manage URA
 - e. Direct Financial Assistance Application: 916 Main
 - f. Façade Improvement Program Applications
10. Commissioners' Comments
11. Adjourn

Revitalization Commission

Wednesday, July 12, 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 – Commissioner Smith called the meeting to order at 8:04 AM and took roll call.

Commissioner Attendance: Present

No	Alexis Adler
Yes	Clif Harald
Yes	Graham Smith
Yes	Councilmember Chris Leh - virtual
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
Rob Zuccaro, Director of Planning and Building Safety
Deb Fahey, Mayor Pro Tem

Others Present: Mike Kranzdorf
members of public

Approval of Agenda:

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

Approval of June 14, 2023 Meeting Minutes:

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

Public Comments on Items Not on the Agenda:

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None.

Reports of Commission:

Staff updates

The Economic Vitality (EV) Manager provided updates on URA property updates. The EV Manager gave an update on the 916 Main Street application status. Staff have been working on a new contract with EPS for third party review. The \$15,250 cost will be split between the LRC and the applicant. This will be presented at the July 25 City Council meeting for contract approval and will return to LRC for final approval. The EV Manager is working with the City Attorney on a retainer on-call contract for future consideration to expedite this process.

Ice Rink Update: the contract with Rocky Rinks has been finalized, equipment has been ordered, and payment will be made tomorrow. The kickoff meeting was held earlier this week. The additional funds needed to cover the full amount of the contract will be included in a budget amendment request to LRC in August for the 2023-2024 skating season. LRC will receive revenues from the skating rink in 2024. The EV manager asked the LRC to consider covering the electricity costs as well.

Dark Sky Lighting will be presented at planning commission tomorrow. The draft ordinance has been posted for public review.

Downtown Vision Plan: Six proposals have been received and will be reviewed and scored. Finalists may be interviewed. Anticipated completion is February 2024.

The EV Specialist presented a detailed update on utility line undergrounding. Information on this topic was provided in the meeting packet.

The EV Manager asked the LRC to provide agenda topics for future discussion and noted that there is a new section for Items for Discussion in the agenda.

Commissioner Comments:

Commissioner Harald asked if LRC/the City will own the ice rink equipment and asked what other assets will be owned related to the Ice Rink project. Rocky Rinks will own the Zamboni; the City will own everything for the rink except the chiller this year. The EV Manager will attach the details of ownership with the budget amendment.

Councilmember Leh noted that liability and obligations will need to be fully understood and addressed. The EV Manager noted that insurance for the rink is provided by Rocky Rinks. The City Attorney mentioned that the equipment won't be insured through that policy and stated he will work with the EV Manager on insurance and other details.

Councilmember Leh asked if the budgeted amount for utility line undergrounding is enough to cover all the costs of the project. The EV Specialist will research and provide that information to the LRC.

Downtown Business Association Updates

Eric Reed for Rick and Mark provided a DBA update. DBA will revisit topics that came out of their retreat later this week. DBA will provide a list to LRC. Mr. Reed noted that Interior code and storage structure programs will likely be well received. The DBA would like to work with LRC on attraction and retention of businesses.

Chamber of Commerce Updates

Eric Reed provided an update on the Chamber. The Chamber is looking forward to more great events. Today is a collaborative BBQ with other local Chambers.

Commissioner Comments on Items not on the Agenda: None.

Business Matters of Commission:

Community-Led Improvement Programs

The EV Manager presented what types of programs the LRC can fund that will be beneficial to URA, similar to the Façade Improvement Program. DCI's report identified 7 potential options to consider, and the EV Manager noted that additional items can be considered. The EV Manager asked LRC to prioritize the 7 programs at last meeting and asked for a discussion on the intent of these programs and a recommendation for one program to move forward with. Four top programs were reviewed for selection. Local businesses are very interested in an Interior code improvement program. The Director of Community Development noted that this was discussed during the work plan process and the understanding was that the LRC wanted to retain and attract new businesses to vacant areas.

Staff will discuss possible projects with the business community at DBA this week.

The EV Manager reviewed the possible programs for LRC to prioritize.

Back of Bldg and Alley Improvements: goals, potential results and possible program logistics were discussed.

LRC discussed looking at current funding for the Façade Improvement Program to review changes needed to add back of building and alley improvements to the Façade Improvement Program and possibly renaming the program to align with the additional scope. There was an extensive discussion around program criteria, goals, incentives, potential landlord enrichment and thoughtfulness around potential rent increases as a result of improvements. Commissioners Williams and Harald both noted that trying to get property owners to participate will be easier with one program/application.

Staff will collaborate with the City Attorney on drafting a new property improvement program and research tenant versus property owner effects.

There was a discussion around how to incentivize the improvement of vacant buildings. The City can approach property owners to inform them of available programs and funding and encourage them to apply for these programs. The Director of Community Development noted that the Historic Preservation Commission also contacts property owners about potential programs.

Commissioner Williams asked if a property owner isn't interested in selling or updating, does the City have any power to require improvement. The Director of Community Development commented on how Historic Preservation Commission is able to address similar situations and noted that the program is an incentive-based, voluntary program under the current ordinance. Commissioner Williams asked how we would go about doing something like that. The Director of Community Development noted that it would require a very large change in the City ordinances and policies. It was noted that some URA's have language requiring property owners to notify them on long-term vacancies. The EV Manager noted that Councilmember Fahey mentioned a program in another city where vacancy fees are in place to incentivize owners to fill the vacancy. Councilmember Leh noted that Tabor might affect any kind of tax.

Staff will move ahead with an expanded property improvement program and will bring a draft to LRC in September for review.

Resilience & Climate Impacts:

There was a discussion around goals for possible Resilience & Climate Impacts programs. Considerations included mitigation from natural disasters, including incentives for more resilient building materials or support for businesses that experience loss. Commissioner Williams suggested a program similar to Façade Improvement with specific criteria. Commissioner Smith suggested a proactive approach for things like adding sprinkler systems in older buildings. Councilmember Leh supported fire mitigation coverage. Commissioner Harald noted that resilience also includes financial disasters. It was noted that the program should be consistent with what the City at large is considering, and resilience is bigger than property improvements. The EV Manager will research resiliency programs and provide LRC with information to review. It was suggested that this might also be included in the building improvement program. It was also suggested the Interior Code improvements might include PACE energy assessments for eligibility. Commissioner Williams requested DEI participation in a future meeting to discuss how DEI can inform LRC programs.

Arts & Culture

Encourage and support public art and mural projects in URA to provide sense of place, support local artists and activating underutilized spaces was discussed. The EV Manager asked LRC to provide input for the intent of this program.

There was a discussion about different ways to include an Arts & Culture program. It was noted that a lot of URAs don't have this type of program because Cultural Councils provide assistance for arts and culture programs. It was suggested that the expanded Building Improvement Program criteria could include art as part of improvements. Commissioner Williams noted that this is a low-cost, high impact investment that would cultivate relationships with local artist community. She noted that there are many artist groups we can tap into and if we want to cultivate ideas, we could put a call out to artists. Commissioner Williams strongly supports engaging the community and potentially building it into the streetscape.

The Director of Community Development suggested that we should focus on streetscape plan to identify locations to spur ideation. Public art is part of cultural council. The EV Manager will

explore collaboration with the Cultural Council about how the URA can support Cultural Arts in the City.

The City Manager noted that LRC should identify locations and funding for public art. He also mentioned that the Cultural Council has a public art process, so coordination with that process is important. A resolution will be coming to City Council soon to rename the cultural council and reduce the number of members to seven. Once the resolution is approved, the positions will be advertised. The Cultural Council is currently focused on summer season events and there are only three members at present.

Commissioner Comments: see comments incorporated into each topic above.

Public Comment:

Mike Kranzdorf commented on the vacant building discussion. It can be hard to know what to invest in for the owner, even simple things, because you don't know what kind of tenant you are going to get. Also, the agreement you sign says you have to keep it in place for 3 years so it's tricky to incentivize. It can be difficult to know what a landlord is trying to do and it might look like they aren't doing anything to fill their space when the issue might be due to multiple defaults on letters of intent. The idea of penalizing the owner for vacant space is offputting.

Commissioner Williams asked what a reasonable time would be? I have been 2 years in Lafayette with 20 possible tenants that all fell through. Mike had a question about arts and culture, if are there any concerns about funding things that have indirect benefit per the charter of the LRC. For example, Steinbaugh would not be direct economic benefit. If a property owner wanted to create a community space, how would that work?

The City Attorney noted that it's worth examining. The LRC has funded several programs that the connection between addressing blight and the actual funded project are more attenuated than direct support of improvements. LRC considers whether it brings visitors downtown, lessening the possibility of vacancies, for example. There's some question as to whether it is something LRC should find to be an objective. Funding and addressing blight has been defined pretty broadly in that authority and we haven't seen any URA being challenged around addressing blight.

The Director of Community Development noted that, from a policy standpoint, if the city started with infrastructure investment, which evolved to direct TIF assistance. The Façade Program is first time we went with direct private assistance without TIF assistance to improve downtown for private property.

A member of the public asked if the alfalfa community outdoor space was supposed to have culture as part of it. It's unsure if LRC funded any of that outdoor space. He noted that 30-35 years ago we talked to the City about public art and nothing has really been done while Lafayette did a great job with their public art program. Art is important and we need to support it. For the vacant building discussion, any punitive programs right now would be antithetical to trying to get people to invest in properties in Louisville. It takes a lot of money, usually a lot more than properties can generate in return, and costs of construction are very high. Incentives are a better way to get things done.

Commissioner Smith asked how LRC can use the carrot to target vacant buildings? The member of the public noted that one thing that holds Louisville back is that they cost more than the program recognizes. Taking a property to next level to be leasable long-term takes more than the funding available in the programs, including historic preservation. When you have the ability to go beyond stated limits it might be more incentive for owners to take advantage of the program. The current programs aren't game changers. Commissioner Smith noted that looking at limits has to be done.

Property owner of 916 Main Street noted that penalties are not supportive. She is a recent purchaser of a building on Main Street and is happy to discuss that process. She would love to put a fire sprinkler in the building, but with the problems and limitations the incentives aren't a drop in the bucket when renovating a Main Street property. She suggested a more custom approach to each property, a review of what it looks like and what it would need, a more visionary approach to what types of buildings you want to see downtown and how to recruit for incentives for each individual property. You won't be able to fit properties into a generic box. By the time she learned about incentives, they didn't fit her needs.

Façade Improvement Program Application: Schlageter Properties, LLC @ 916 Main Street

The EV Specialist presented the Façade Improvement Program Application for Schlageter Properties, LLC at 916 Main Street. The building has gone through historic preservation process and the original design has been changed to preserve original design. It is going through PUD application process. Staff recommends approval with LRC approval of funding amount.

Commissioner Comments:

Commissioner Harald commented that he wants to ensure LRC doesn't run out of funding for this program and make sure LRC isn't foregoing future opportunities for support. He asked the applicant about project contingencies and why two are necessary. The architect responded that the original estimate didn't include full construction drawings. The contingency is likely not to be adequate to cover the costs of the project. If the project doesn't spend it, it won't be allocated. Commissioner Harald would be inclined to reduce this amount a little to ensure availability of funds for future applications.

Commissioner Williams noted that, on the one hand, if we fund this application we almost exhaust funding, but they applied and meet criteria. She suggested the LRC fund the application and if another property owner is interested in the program all the better.

Commissioner Smith agreed that this application should be approved.

Councilmember Leh agreed that Commissioner Harald raises a good point. One of the things that is important is consistency, predictability and the City following through with implied obligations. This program has been very successful, and our responsibility is to budget accordingly. If we need more funding, we should consider this in general. It's incumbent upon LRC to resolve this problem, not on the applicant. Commissioner Leh is in favor of approving this application. The bigger issue is about having a program with criteria which have been met and LRC should fund it.

Commissioner Iglesias motioned to approve the application for 50% reimbursement. Councilmember Leh seconded.

Roll call vote: Commissioner Smith: Yes; Commissioner Harald: No; Commissioner Williams: Yes; Councilmember Leh: Yes; Commissioner Iglesias: Yes. The application was Approved.

Public Comments:

Eric Reed with Acme Fine Goods stated that he would fully endorse approval of this application. "I am a good business in town watching other businesses taking a long time to finish because of the process. With this business to be my neighbor, to finish this project quickly is an appropriate use of LRC funding to show the city is actually here to help businesses be successful."

Ice Rink Electricity Costs

The EV Specialist provided the estimated electricity costs to run the ice rink and asked if LRC would be open to covering electricity costs for 2023/2024 ice skating season. This would be close to a \$20,000 cost. The previous vendor covered this cost in the past, but Rocky Rinks did not include these costs in their estimate.

Commissioner Smith asked who is in charge of when the chiller runs. Rocky Rinks staff would determine when to run the chiller. Usually, you want person who generates the cost to be responsible for the cost. The risk seems low since LRC will receive revenues. Commissioner Harald commented that it feels like we are slipping into owning the ice rink. The upcoming budget amendment will include this funding request. The City Manager noted that the city might operate this in a future year. Staff will work on budget amendment for electricity costs.

The City Attorney noted that April will come back with a cooperative agreement with the budget amendment.

Commissioner Comments:

None.

Public Comments: None.

Discussion: LRC Meeting Date and Time

Staff requests possible change to the schedule, perhaps first or Third Wednesday of the month. This can be coordinated. Commissioner Harald commented that he is hesitant to do this without Chair Adler present. Staff will send a poll to determine a new meeting day.

Future Agenda Items

Discussion Items for Next Regular Meeting, Wednesday, August 9, 2023:

1. Ice Rink
 - a. LRC Budget Amendment

- b. LRC/City Cooperation Agreement
- 2. Recap of 2023 Work Plan and Future Funding Allocations
- 3. Funding/Incentive Programs – September
- 4. 2024 CIP Planning/Coordination
- 5. Direct Financial Assistance Application: 916 Main – may be September
- 6. Façade Improvement Program Applications

Commissioners' Comments:

Councilmember Leh commented that LRC should review the LRC founding documents. He has a concern about some of the things the LRC are and are not focusing on to remind us why we are here. Some of the programs we are dealing with are tenuously related to a small sliver of what we are about. The commission was originally designed to do a lot of things, such as a focus on infrastructure and catalytic projects and he is concerned that some of what we discuss loses a little sight of the commission's purpose.

Public Comment: None.

Commissioner Harald motioned to adjourn; Commissioner Williams seconded.

Adjourn: The meeting adjourned at 9:50 AM.

SUBJECT: STAFF UPDATES

DATE: AUGUST 23, 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.

Business Assistance Program (BAP) Updates

- City Council approved a Business Assistance Agreement with Shamrock Foods Company on July 11. Shamrock plans to open a new grocery store that will occupy 28,190 SF of vacant space at 785 E South Boulder Road (the former Alfalfa's). Since the property has been vacant for more than a year, Shamrock also received a vacancy bonus incentive.
- Economic Vitality staff has proposed amendments to the City's Business Assistance Program (BAP) in an effort to further support the retention and/or expansion of businesses in the aerospace industry within Louisville, to be known as '*Enhanced Assistance for the Aerospace Industry*'. The proposed amendments were reviewed by the EVC at their July meeting and are scheduled to go to City Council for 1st reading on September 5th and 2nd reading on September 19th, 2023.

URA Property Updates

Last week I received an inquiry from someone interested in purchasing the Empire building. They inquired about the potential for financial assistance that may be available to help support the purchase and/or building renovations. I have provided them information on potential assistance options for consideration/further exploration. I will wait to hear from them if they want to pursue any applications/action.

Business Openings and Closings

None.

Concept Plan Review Process

During its August 10 hearing, Planning Commission approved Resolution 16, Series 2023 recommending to the City Council approval of an ordinance amending Title 17 of the Louisville Municipal Code regarding the establishment of a Concept Plan Review process. The Concept Plan Review process was presented to the EVC during its July meeting. First reading of the resolution is currently scheduled for the September 5th City Council meeting, and second reading is scheduled for October 2nd.

Dark Sky Lighting

At its July 13 hearing, the Planning Commission continued the proposed Dark Sky lighting ordinance and instructed staff to review Option 2 (substantial alterations and additions) with the goal of bringing more aggressive compliance triggers for both residential and nonresidential lighting. Staff revised Option 2 and made the following changes to the proposed ordinance:

- Any residential addition (net increase in total SF) requires sitewide compliance
- Changes to 25% or more of exterior wall area or materials of an existing building requires building compliance (both residential and nonresidential)
- Nonresidential building additions equal to 25% or more of existing building SF requires sitewide compliance (with existing parking lot pole exemption)

Planning Commission reviewed the revised ordinance and adopted Resolution 14, Series 2023 – Option 2, recommending approval to City Council of a Dark Sky lighting ordinance with language requiring compliance for substantial alterations and additions. The ordinance will come to City Council for a first reading, followed by a second reading and public hearing this October.

Energy Code Update

There will be an open house on August 29 from 6 – 8 PM to provide additional education on the adopted energy code, and also to allow businesses to provide feedback on possible amendments and areas of concern.

Underpasses

The Louisville Revitalization Commission (LRC) entered into a Cooperation Agreement with the City of Louisville to contribute funding for the construction of underpasses within the Highway 42 Urban Renewal Area. The approved Cooperation Agreement outlined the LRC's desire to provide the City with financial assistance for the construction of underpass improvements at (1) South Boulder Road in the general vicinity of Main Street (Underpass at Main/SBR), and (2) Highway 42 in the general vicinity of South Street (Underpass at HW42/South).

In order to support the construction of the two underpasses, the LRC pledged the following revenue:

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

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

SUBJECT: STAFF UPDATES

DATE: AUGUST 23, 2023

PAGE 3 OF 3

In November 2021, Ballot Issue 2A – Debt and Tax Increase for Transportation Improvements, was rejected by Louisville voters with 57% of voters opposing the plan to just 43% in support. With the rejection of Ballot Issue 2A, the City elected not to move forward with the underpass construction.

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 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 Conversion	<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



**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
July 12	<ul style="list-style-type: none"> • Funding/Incentive Development – Community-Led Improvement Programs • Ice Rink Electricity Costs • Monthly Meeting Date
August 23	<ul style="list-style-type: none"> • Ice Rink – Cooperation Agreement • Recap of 2023 Work Plan and Status Update • South Street Underpass Discussion • Downtown Coordinated Streetscape Plan – Contract and Budget • Funding/Incentive Program Development • Sustainability Grant Program – presentation from Sustainability Coordinator • DBA Engagement – potential joint meeting • 2024 CIP Planning/Coordination • Application for Direct Financial Assistance – 916 Main Street • Commission and Board URA Project Support
September 13	<ul style="list-style-type: none"> • Downtown Coordinated Streetscape Plan – plan development • Hwy 42 Plan Development - update/feedback • Funding/Incentive Program Development • Sustainability Grant Program – presentation from Sustainability Coordinator



**Louisville Revitalization Commission
2023 Tentative Advanced Agenda**



Date	Agenda Items
	<ul style="list-style-type: none">• DBA Engagement – potential joint meeting• 2024 CIP Planning/Coordination• Application for Direct Financial Assistance - 916 Main Street• Commission and Board URA Project Support
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

**SUBJECT: DISCUSSION/DIRECTION - COOPERATION AGREEMENT
BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE
REVITALIZATION COMMISSION REGARDING OUTDOOR ICE
RINK EQUIPMENT AND OPERATIONS**

DATE: AUGUST 23, 2023

PRESENTED BY: APRIL KRONER, AICP, ECONOMIC VITALITY MANAGER

SUMMARY:

In recent months the LRC has taken actions to financially support the ability of the City to have an ice skating rink in the downtown which provides a unique recreational opportunity for Louisville residents and visitors, as well as helps to support business activity in the downtown during the winter months. The LRC's/City's attorney has developed the attached draft cooperation agreement between the City and the LRC to establish the responsibilities and expectations for each party as they pertain to the city's ice rink.

DISCUSSION:

On June 14th, 2023, the LRC approved a new budget appropriation for the purpose of supporting the continuation of the local tradition to have an ice rink in the downtown. Subsequent to that, the City then entered into an Equipment Purchase, Equipment Rental and Management Agreement with Rocky Rinks to secure the items needed to both construct the rink and operate the ice skating events for the 2023-24 season. This has allowed the vendor to place orders for the components needed to construct the ice rink for the upcoming season.

However, as was shared/discussed at the LRC's July 12th meeting, there are additional items that need to be considered by both the LRC and City Council to finalize things for the ice rink. These items include:

- Staff will need to recommend to the LRC how to allocate funds to cover the remaining costs for the contract with the vendor and electricity:
 - LRC has agreed to cover the remaining contract amount with the rink vendor of \$105,458;
 - The LRC has agreed to cover the electricity cost for the operation of the ice rink which is estimated to be \$20,000 for the 2023-24 season; and
- A Cooperation Agreement between the City and the LRC for the outdoor skating rink will need to be completed.

SUBJECT: COOPERATION AGREEMENT (OUTDOOR SKATING RINK)

DATE: AUGUST 23, 2023

PAGE 2 OF 2

Attached for LRC review and discussion is the draft cooperation agreement between the City and the LRC. The following highlights the *major* items addressed in the agreement:

- LRC financial contributions
- Deadlines to meet for future rink operations/funding
- Revenue generation from skating fees and distribution of funds

In terms of funding the remaining expenses for the ice rink (\$125,458), city staff recommends the LRC consider moving dollars currently allocated for 'Staffing Support' to cover the remaining rink costs. The 2023 LRC budget has \$200,000 budgeted for staffing support which has not been utilized (and is not anticipated to be utilized this year), which is more than enough to cover the ice rink expenses. If this approach is taken, a budget amendment is not required to occur immediately as there is no increase to the LRC's total expenditures for the 2023 fiscal year. The budget will still need to be amended to accurately reflect the amounts allocated for the individual line items (adjustments to decrease/increase the respective line items); however, the amendment may be approved at any time prior to December 31, 2023 (LRC and Council approval).

RECOMMENDATION:

Staff requests the LRC to discuss and provide direction on the draft Cooperation Agreement between the City and LRC for the outdoor ice rink equipment and operations, as well as to moving funds from Staffing Support to the ice rink to cover the remaining expenditures.

ATTACHMENTS:

- Attachment #1: Draft Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission Regarding the Outdoor Ice Rink Equipment and Operations.

**COOPERATION AGREEMENT
(Outdoor Skating Rink)**

This Agreement (the “Cooperation Agreement”) is made as of _____, 2023, by and between the **CITY OF LOUISVILLE** (the “City”) and the **LOUISVILLE REVITALIZATION COMMISSION** (the “LRC”). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

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

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

C. The City is party to that certain Equipment Purchase, Equipment Rental, and Management Agreement, dated July 6, 2023 (the “Management Agreement”), with Loners LLC, dba Rocky Rinks (the “Contractor”), pertaining to the operation of the City’s annual wintertime temporary outdoor ice skating rink located at the Steinbaugh Pavilion (“Ice Rink”), for the 2023-2024 Season, subject to renewal by the City for the 2024-2025 Season (the “Program”).

D. Under the Management Agreement, the City will purchase from the Contractor and rent certain equipment necessary for the successful operation of the Ice Rink (the “Equipment”), and pay the Contractor a fee to manage the Ice Rink, for a total cost of \$405,458 (“Management Contract Price”) for the 2023-2024 Season, in exchange for the Contractor’s remittance of all revenues collected by the Contractor derived from skater fees, including admissions and skate rentals (“Revenues”), to the City.

E. The City entered into the Management Agreement with the expectation that the LRC would bear ultimate responsibility for the Management Contract Price in exchange for the Revenues remitted by the Contractor to the City under the Management Agreement.

F. In addition to paying the Management Contract Price, the LRC is willing to pay electricity costs incurred by the City relative to the Ice Rink, up to a not-to-exceed amount.

G. The Ice Rink is located within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”).

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

I. The LRC finds that continued operation of the Ice Rink under the Management Agreement will prevent the spread of blight within the Plan Area by drawing residents and visitors into downtown Louisville for the benefit of downtown businesses, in furtherance of the purposes of the Act and Plan.

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

K. The Parties desire to enter into this Cooperation Agreement to set forth the terms of the LRC’s Contribution.

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

AGREEMENT

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

1. Administration of Program. The City will perform the City’s obligations and may exercise any and all rights under the Management Agreement with the Contractor.

2. LRC Financial Assistance.

a. In accordance with Section 31-25-107(9)(a)(II) of the Act, the LRC has established a special fund (the “Special Fund”) and deposited therein all Property Tax TIF revenue from the Plan Area upon receipt from the Treasurer of Boulder County.

b. Notwithstanding any provisions of this Cooperation Agreement to the contrary, the Parties agree the LRC may use for any lawful purpose amounts not required for payments under this Cooperation Agreement.

DRAFT for LRC and City Council Review

c. The Parties expressly agree that the LRC's obligations hereunder are subordinate to payment of the LRC's Operating Expenses and Prior Financial Obligations.

d. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its rights under this Cooperation Agreement to payment of other obligations of the LRC, including but not limited to any bonds, loans, advances, or other LRC indebtedness.

e. 2023-2024 Season. Within thirty (30) days of the execution of this Cooperation Agreement, the LRC agrees to make a lump sum payment to the City in the total amount of \$ 405,458.00 ("LRC Assistance"), in a manner determined appropriate by the City's Finance Director, which funds shall be used by the City to make payments to the Contractor as such payments become due under the Management Agreement for the 2023-2024 Season. In addition, the LRC agrees to pay the City up to \$ 20,000 to offset electricity charges incurred by the City relative to the Ice Rink. Electricity charges exceeding \$ 20,000 for the 2023-2024 Season, shall be the responsibility of the City. The City's Finance Director, or the Director's designee, shall make deductions from the LRC's Special Fund or City's General Fund, as applicable, as frequently and in such amounts as are necessary to pay such charges as they become due. Notwithstanding the foregoing sentence, the City's Finance Director may determine an alternative method of paying such charges in the Director's reasonable discretion.

f. 2024-2025 Season. The LRC shall provide written notice to the City Council regarding the LRC's intent to contribute financially to the Program for the 2024-2025 Season, and the amount of such contribution, if any, and whether the LRC will pay electricity use charges relative to the Ice Rink, no later than April 1, 2024 (the "Notice"). The City shall respond to such Notice in writing no later than May 31, 2024, which response shall indicate whether the City intends to renew the Management Agreement and accept the LRC's financial assistance for the 2024-2025 Season ("Response"). If the City accepts the LRC's financial assistance, the LRC shall make a lump sum payment in the amount indicated in the Notice no later than June 30, 2024. While the LRC financial assistance may influence the City's decision to renew the Management Agreement for the 2024-2025 Season, nothing herein shall obligate the City to do so.

g. The City's Finance Director, or the Director's designee, shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into and paid out from the Special Fund and General Fund under this Section.

3. Program Revenues. a. For the 2023-2024 Season, the City's Finance Director, or the Director's designee, shall deposit all Revenues received under the Management Agreement into the LRC's Special Fund.

b. The City's Finance Director, or the Director's designee, shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into the Special Fund for the Program.

4. Termination. This Cooperation Agreement shall terminate upon expiration or termination of the Management Agreement for any reason.

5. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the Program as approved by the City Council. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party beyond those provided for herein in connection with such activities and undertakings.

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT for LRC and City Council Review

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

CITY OF LOUISVILLE,
a Colorado municipal corporation

ATTEST:

City Clerk

Mayor

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

Secretary

Chair

SUBJECT: APPROVAL OF AN AGREEMENT WITH ECONOMIC & PLANNING SYSTEMS, INC., FOR 3RD PARTY FINANCIAL REVIEW CONSULTING SERVICES

DATE: AUGUST 23, 2023

PRESENTED BY: APRIL KRONER, ECONOMIC VITALITY MANAGER

SUMMARY:

Presented for approval is a contract with Economic & Planning Systems (EPS), Inc., to conduct a third-party review of the financial information provided as part of the application for property tax increment financing (TIF) rebate assistance made by Schlageter Properties, LLC, for the project proposed at 916 Main Street. *I do want to make it clear that by entering into this contract, there is no obligation by the LRC and/or City Council to provide TIF assistance for this project;* this is the first step required to be considered for direct TIF assistance. The results of the third-party financial review will be used by the LRC and City Council to determine if assistance is needed to make the project financially feasible and if so, at what amount, or to determine that direct assistance is not necessary and/or desired to provide for the proposed project. Such determination will be made at future meetings of the LRC and City Council.

DISCUSSION:

In 2019, the City Council and Louisville Revitalization Commission (LRC) adopted a “Property Tax Increment Financing Rebate Assistance Policy” to guide the review of TIF applications which includes a requirement that the financial information provided by the applicant be reviewed by an independent third-party to verify the financial assumptions in the application.

The Policy was then amended in 2020 adding a requirement that the cost to hire the third-party to conduct the financial review must be shared 50/50 between the applicant and the LRC. This revision requires that applicants have a financial stake in the process to see TIF assistance. If the applicant is successful and completes the project, the LRC will rebate the 50% share back to the applicant:

Applicants must submit all pertinent project financial information related to the project and the developer organization, including estimated development costs and a financing and operating plan. All financial information shall be referred by the City to a qualified professional for third-party review. The cost of the third-party review will be shared between the LRC and applicant, with each party paying a

SUBJECT: AGREEMENT WITH EPS FOR 3RD PARTY REVIEW

DATE: AUGUST 23, 2023

PAGE 2 OF 2

50% share. If the project is ultimately constructed, when the Certificate of Occupancy is issued, the LRC will rebate to the applicant its 50% payment.

The City staff contacted a company known to provide TIF assistance review services (EPS), and who provided such services to the LRC for a prior 3rd party review, to request a proposal. EPS provided a proposal and has demonstrated the expertise and experience to complete the review. The total cost for the review is not to exceed \$15,250. Per the LRC's "Property Tax Increment Financing Rebate Assistance Policy", this means the LRC and applicant will share this cost, each being responsible for up to \$7,625 for the third-party review which is required to pursue direct assistance. The LRC does have funds budgeted for professional services in it's 2023 budget to cover the cost of this review.

916 Main Street Project Summary: The Developer is requesting TIF in order to assist with façade and building improvements to 916 Main Street, which is proposed to be occupied by Radiance MedSpa. The Developer has indicated that the project is not financially viable without assistance from the LRC due to the fact that rental rates in the City of Louisville do not support current construction costs. The building façade facing Main Street will remain primarily in-tact in an effort to preserve its historic character, however will include replacement of existing windows with larger windows to enhance visibility for the proposed retail use, as well as modifications to the entryway. All modifications have been approved by the Louisville Historic Preservation Commission (HPC).

RECOMMENDATION:

Staff recommends approval of the Agreement with EPS to conduct a review of the TIF rebate assistance application for the proposed project at 916 Main Street.

ATTACHMENTS:

1. Attachment #1: Agreement with Economic & Planning Systems, Inc. for 3rd Party Financial Review Consulting Services (including EPS Scope of Work).



916 MAIN STREET TIF REVIEW

The City of Louisville has requested that Economic & Planning Systems (EPS) submit a scope of work and budget for a review of a request for tax increment financing (TIF) revenues submitted by Schlageter Properties LLC (Owner/Developer). The Developer is requesting TIF in order to assist with façade and building improvements to 916 Main Street, which is proposed to be occupied by Radiance MedSpa. The Developer has indicated that the project is not financially viable without assistance from the City due to the fact that rental rates in the City of Louisville do not support current construction costs.

Scope of Work

Task 1: Project Initiation

EPS will complete a project kickoff meeting with Louisville Revitalization Commission (LRC) staff to discuss key objectives, issues, and deliverables and to confirm the project schedule. Following this kickoff, EPS will also contact the applicant to better understand their TIF request and to address any outstanding questions.

Task 2: Downtown Market Conditions

The Developer has provided an overview of their project as well as data on construction costs, land and building values, and lease rates. EPS will conduct a high-level assessment of downtown Louisville market conditions including data on land values, construction costs, and operating expenses to verify the financial analysis inputs.

Task 3: "But-For" Analysis

The Developer has provided a static pro forma of the project. EPS will request the Developer to provide a 10 year cash flow model in Excel format with development and construction costs, annual operating revenues and costs, and project returns (YOC and IRR) with and without the requested TIF revenues. This analysis will provide the basis for beginning to define a project gap and a reasonable level of public investment. In other words, this analysis will answer the questions: 1) "but for" the public investment the project is financially infeasible; and 2) what level of public investment is appropriate to provide the Developer with a reasonable rate of return given current financial conditions and the LRC TIF policy guidelines.

This analysis will evaluate the performance of the project under alternative scenarios that assess project feasibility with and without TIF revenues. At a minimum, EPS will run two versions of the model that will include the following:

- **Baseline Scenario** – EPS will construct a baseline pro forma using the inputs provided by the Developer to verify the cost, revenues, and return estimates and to confirm that there is a financial gap and need for the requested TIF investment.

- TIF Investment Analysis** – EPS will develop one to two alternative scenarios that reflect any potential revisions to key model inputs. The results of this model will be used to determine project sensitivities to various model inputs, lease rates, vacancy rates, operating costs, and other key variables. This analysis will help the City determine if the level of TIF allowable by LRC policy is appropriate or if there are excess returns generated in the project, potentially justifying a lower amount of public investment.

Task 4: Financial Model and Memo Report

The analysis outlined in this scope of work will be detailed in a concise summary memo report including key project components, TIF revenue estimates, and project feasibility with and without TIF revenues. A draft report will be submitted with a final report completed within one-week's receipt of comments and edits.

Task 5: LRC Presentations

EPS will make a presentation to the LRC summarizing our analysis and findings. These presentations will provide an overview of the methodology used to estimate the need for public financing, a summary of the initial assumptions used by the Developer, any changes that are recommended by EPS, and the final estimated public financing that the project requires in order to move forward.

Budget and Agreement

EPS agrees to complete the above work program on a time and charges basis up to a maximum of \$15,250. Additional meetings and presentations not included in the above work program will be billed on a time and materials basis. The approximate breakdown of level of effort by task and staff level is shown in **Table 1** below.

Description	Principal	Associate	Research/ Production	Total
Billing Rate	\$260	\$145	\$115	
Labor Costs				
Task 1: Project Initiation	2	2	0	\$810
Task 2: Downtown Market Conditions	2	12	4	\$2,720
Task 3: "But-For" Analysis	4	24	2	\$4,750
Task 4: Financial Model and Memo Report	6	16	4	\$4,340
Task 5: LRC Presentation	4	8	2	\$2,430
Total Hours	18	62	12	\$15,050
Dollars by Person	\$4,680	\$8,990	\$1,380	
Direct Costs				
Travel & Miscellaneous				\$200
Subtotal				\$200
Total Project Cost				\$15,250

Source: Economic & Planning Systems

**AN AGREEMENT BY AND BETWEEN THE LOUISVILLE REVITALIZATION
COMMISSION
AND ECONOMIC & PLANNING SYSTEMS, INC.,
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **Louisville Revitalization Commission**, 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, hereinafter referred to as the “LRC”, and **Economic & Planning Systems, Inc.**, a California Corporation, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The LRC desires to engage the Consultant for the purpose of conducting a third-party review of financial information submitted for a tax increment financing rebate assistance application as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The LRC shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “A” attached hereto and incorporated herein by this reference. The LRC shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No LRC or City employee has the authority to bind the LRC with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the LRC for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the LRC. The Consultant shall provide such additional backup documentation as may be required by the LRC. The LRC shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The LRC designates April Kroner as the responsible LRC staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by April Kroner and such person's designees.

5.2 The Consultant designates Daniel R. Guimond as its project manager and as the principal in charge who shall be providing the Services under this Agreement. The Services shall not be provided by persons other than Daniel Guimond, Principal; Andrew Knudtsen, Managing Principal; and Tim Morzel, Vice President. Should any of the representatives be replaced and such replacement require the LRC or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2023, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the LRC's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the LRC within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the LRC under this Agreement are subject to annual budgeting and appropriation by the Louisville LRC Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the LRC. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the LRC, its officers and its employees, as additional insureds, with primary coverage as respects the LRC, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the LRC of Louisville under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the LRC, and its elected and appointed officers and employees, as additional insureds, unless the LRC in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the LRC, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the LRC. No required coverage shall

be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the LRC. The LRC reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the LRC may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the LRC shall be repaid by Consultant to the LRC upon demand, or the LRC may offset the cost of the premiums against any monies due to Consultant from the LRC.
- 7.5 The parties understand and agree that the LRC is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the LRC, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the LRC.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the LRC.**
- 10.3. Consultant does not have the authority to act for the LRC, or to bind the LRC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the LRC.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The LRC will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the LRC.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the LRC.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the LRC's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the LRC for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the LRC to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the LRC; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the LRC of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the LRC which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the LRC, and that LRC officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the LRC's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the LRC:

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

If to the Consultant:

Economic & Planning Systems, Inc.
Attn: Daniel R. Guimond
730 17th Street Suite 630
Denver, Colorado 80202
Telephone: (303) 623-3557
Fax: (303) 623-9049

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

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

Attest: _____
Corrie Williams, Secretary

CONSULTANT:
ECONOMIC & PLANNING SYSTEMS, INC.

By: _____

Title: _____

EXHIBIT A – SCOPE OF SERVICES

916 Main Street TIF Review

The Louisville Revitalization Commission (“LRC”) has requested that Economic & Planning Systems (EPS) submit a scope of work and budget for a review of a request for tax increment financing (TIF) revenues submitted by Schlageter Properties LLC (Owner/Developer). The Developer is requesting TIF in order to assist with façade and building improvements to 916 Main Street, which is proposed to be occupied by Radiance MedSpa. The Developer has indicated that the project is not financially viable without assistance from the LRC due to the fact that rental rates in the City of Louisville do not support current construction costs.

Scope of Work

Task 1: Project Initiation

EPS will complete a project kickoff meeting with LRC staff to discuss key objectives, issues, and deliverables and to confirm the project schedule. Following this kickoff, EPS will also contact the applicant to better understand their TIF request and to address any outstanding questions.

Task 2: Downtown Market Conditions

The Developer has provided an overview of their project as well as data on construction costs, land and building values, and lease rates. EPS will conduct a high-level assessment of downtown Louisville market conditions including data on land values, construction costs, and operating expenses to verify the financial analysis inputs.

Task 3: “But-For” Analysis

The Developer has provided a static pro forma of the project. EPS will request the Developer to provide a 10 year cash flow model in Excel format with development and construction costs, annual operating revenues and costs, and project returns (YOC and IRR) with and without the requested TIF revenues. This analysis will provide the basis for beginning to define a project gap and a reasonable level of public investment. In other words, this analysis will answer the questions: 1) “but for” the public investment the project is financially infeasible; and 2) what level of public investment is appropriate to provide the Developer with a reasonable rate of return given current financial conditions and the LRC TIF policy guidelines.

This analysis will evaluate the performance of the project under alternative scenarios that assess project feasibility with and without TIF revenues. At a minimum, EPS will run two versions of the model that will include the following:

- **Baseline Scenario** – EPS will construct a baseline pro forma using the inputs provided by the Developer to verify the cost, revenues, and return estimates and to confirm that there is a financial gap and need for the requested TIF investment.
- **TIF Investment Analysis** – EPS will develop one to two alternative scenarios that reflect any potential revisions to key model inputs. The results of this model will be used to determine project sensitivities to various model inputs, lease rates, vacancy

rates, operating costs, and other key variables. This analysis will help the LRC and the City determine if the level of TIF allowable by LRC policy is appropriate or if there are excess returns generated in the project, potentially justifying a lower amount of public investment.

Task 4: Financial Model and Memo Report

The analysis outlined in this scope of work will be detailed in a concise summary memo report including key project components, TIF revenue estimates, and project feasibility with and without TIF revenues. A draft report will be submitted with a final report completed within one-week’s receipt of comments and edits.

Task 5: LRC Presentations

EPS will make a presentation to the LRC summarizing our analysis and findings. These presentations will provide an overview of the methodology used to estimate the need for public financing, a summary of the initial assumptions used by the Developer, any changes that are recommended by EPS, and the final estimated public financing that the project requires in order to move forward.

Budget and Agreement

EPS agrees to complete the above work program on a time and charges basis up to a maximum of \$15,250. Additional meetings and presentations not included in the above work program will be billed on a time and materials basis. The approximate breakdown of level of effort by task and staff level is shown in **Table 1** below.

Description	Principal	Associate	Research/ Production	Total
Billing Rate	\$260	\$145	\$115	
Labor Costs				
Task 1: Project Initiation	2	2	0	\$810
Task 2: Downtown Market Conditions	2	12	4	\$2,720
Task 3: "But-For" Analysis	4	24	2	\$4,750
Task 4: Financial Model and Memo Report	6	16	4	\$4,340
Task 5: LRC Presentation	<u>4</u>	<u>8</u>	<u>2</u>	<u>\$2,430</u>
Total Hours	18	62	12	\$15,050
Dollars by Person	\$4,680	\$8,990	\$1,380	
Direct Costs				
Travel & Miscellaneous				<u>\$200</u>
Subtotal				\$200
Total Project Cost				\$15,250

Source: Economic & Planning Systems

SUBJECT: DISCUSSION – DEFINING THE LRC’S PURPOSE; AN ANALYSIS OF THE URBAN RENEWAL ACT & THE LRC’S GOVERNING DOCUMENTS

DATE: AUGUST 23, 2023

PRESENTED BY: NICK COTTON-BAEZ, LRC/CITY ATTORNEY

SUMMARY:

At the LRC’s regular meeting on July 12, 2023, Commissioner Leh raised the issue of the LRC’s purpose and encouraged Commissioners to review the LRC’s governing documents. This memorandum contains a summary and analysis of the Urban Renewal Law and the document governing the LRC’s activities—i.e., the Highway 42 Revitalization Area Urban Renewal Plan—relative to defining the LRC’s purpose.

DISCUSSION:

The Louisville Revitalization Commission (“LRC”) is an Urban Renewal Authority (“URA”), a body politic formed pursuant to the Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the “Act”).

According to the Act,¹ the purpose of urban renewal is the prevention and clearance of slums and blighted areas through reclamation, rehabilitation, redevelopment, or conservation. In other words, the singular purpose of a URA is the prevention and elimination of blight.

While sound economic development is not a direct URA purpose, URAs often manifest economic development through urban renewal projects aimed at eliminating blight. However, the prevention and elimination of blight should be the primary focus of URA activities.

It should not be discounted that URA activities have the potential to increase URA revenues from property tax increment, thus making way for additional URA undertakings. In other words, a single urban renewal project may ultimately give rise to benefits to the whole of the urban renewal area. Therefore, it stands to reason that projects resulting in increased URA revenues are central to the URA’s purpose.

¹ See C.R.S. §§ 31-25-102 (legislative declaration), -103 (definitions), and -105 (powers of an authority).

Pursuant to the Act, the City has adopted two urban renewal plans²—i.e., the Highway 42 Revitalization Area Urban Renewal Plan³ (2006) (“HW 42 Plan”) and 550 S. McCaslin Urban Renewal Plan (2015)—each of which serve to further the LRC’s singular purpose of preventing and eliminating blight, and govern the LRC’s activities, within the areas identified in the respective plans for “urban renewal projects.”⁴

The Act and the HW 42 Plan each speak to rehabilitation and redevelopment, thus making way for both small and large projects. The LRC’s façade improvement program is authorized under the Act as “a program of voluntary repair and rehabilitation of buildings and improvements,”⁵ and under the HW 42 Plan as a rehabilitation program.⁶ The Act and HW 42 Plan would, similarly, support a program for the rehabilitation of buildings and improvements for compliance with “state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings.”⁷

While the Act does not use the phrase “catalyst project,” the various tools made available to the URA under the Act (e.g., tax increment financing and debt issuance) strongly imply the centrality of such projects to urban renewal efforts.

By contrast, the HW 42 Plan does use the phrase “catalyst project,” indicating a goal of “targeted investment that will serve to catalyze redevelopment throughout the [HW 42 Plan] Area,” while acknowledging “the potential for multiple eligible catalyst projects is limited” due to the “limited number of major property holdings” and “average parcel size” of properties within the HW 42 Plan Area.

CONCLUSION:

While LRC activities may manifest sound economic development through urban renewal projects, the prevention and elimination of blight should be the primary focus of all URA activities.

² “Urban Renewal Plan’ means a plan...for an urban renewal project, which plan conforms to a general or master plan for the physical development of the municipality as a whole and which is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan’s relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.” C.R.S. § 31-25-103(9).

³ This memorandum focuses on the Highway 42 Revitalization Area Urban Renewal Plan because funding has not been made available for activities contemplated under the 550 S. McCaslin Urban Renewal Plan.

⁴ “Urban renewal project’ means undertakings and activities for the elimination and for the prevention of the development or spread of slums and blight and may involve slum clearance and redevelopment, or rehabilitation, or conservation, or any combination or part thereof, in accordance with an urban renewal plan...[that] may require acquisition, clearance, and disposition subject to use restrictions...[or that] may be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated in this section may be eliminated, remedied, or prevented...” C.R.S. § 31-25-103(10).

⁵ C.R.S. § 31-25-105(1)(I)(V).

⁶ See, generally, references to rehabilitation in Sections 1.3 and 5.5 of the HW 24 Plan.

⁷ C.R.S. § 31-25-105(1)(I)(V).

The Act and the HW 42 Plan authorize both smaller-scale rehabilitation projects, and larger-scale (or “catalyst”) redevelopment projects. The HW 42 Plan promotes the undertaking of catalyst projects, while acknowledging limited opportunities for such projects within the Plan Area.

While smaller-scale rehabilitation projects are an important component of urban renewal, projects resulting in increased LRC revenues may do more to further the LRC’s purpose of preventing and eliminating blight within the whole of the HW 42 Plan. However, opportunities for catalyst projects may be limited.

ATTACHMENTS:

1. Urban Renewal Law
 - a. Legislative Declaration (C.R.S. § 31-25-102)
 - b. Definitions (C.R.S. § 31-25-103)
 - c. Powers of an Authority (C.R.S. § 31-25-105)
2. Highway 42 Revitalization Area Urban Renewal Plan (2006)
3. 550 S. McCaslin Urban Renewal Plan (2015)

Colorado Urban Renewal Law, C.R.S. § 31-25-101, et seq.

Section 31-25-102 - Legislative declaration.

(1) The general assembly finds and declares that there exist in municipalities of this state slum and blighted areas which constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and of the municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern in order that the state and its municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

(2) The general assembly further finds and declares that certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this part 1, since the prevailing conditions therein may make impracticable the reclamation of the area by conservation or rehabilitation; that other slum or blighted areas, or portions thereof, through the means provided in this part 1, may be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated in this section may be eliminated, remedied, or prevented; and that salvable slum and blighted areas can be conserved and rehabilitated through appropriate public action, as authorized or contemplated in this part 1, and the cooperation and voluntary action of the owners and tenants of property in such areas.

(3) The general assembly further finds and declares that the powers conferred by this part 1 are for public uses and purposes for which public money may be expended and the police power exercised and that the necessity in the public interest for the provisions enacted in this part 1 is declared as a matter of legislative determination.

(4) The general assembly further finds and declares that:

(a) Urban renewal areas created for the purposes described in subsections (1) and (2) of this section shall not include agricultural land except in connection with the limited circumstances described in this part 1; and

(b) The inclusion of agricultural land within urban renewal areas is a matter of statewide concern.

Section 31-25-103 - Definitions.

As used in this part 1, unless the context otherwise requires:

(9) "Urban renewal plan" means a plan, as it exists from time to time, for an urban renewal project, which plan conforms to a general or master plan for the physical development of the municipality as a whole and which is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

(10) "Urban renewal project" means undertakings and activities for the elimination and for the prevention of the development or spread of slums and blight and may involve slum clearance and redevelopment, or rehabilitation, or conservation, or any combination or part thereof, in accordance with an urban renewal plan. Such undertakings and activities may include:

- (a) Acquisition of a slum area or a blighted area or portion thereof;
- (b) Demolition and removal of buildings and improvements;
- (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of this part 1 in accordance with the urban renewal plan;
- (d) Disposition of any property acquired or held by the authority as a part of its undertaking of the urban renewal project for the urban renewal areas (including sale, initial leasing, or temporary retention by the authority itself) at the fair value of such property for uses in accordance with the urban renewal plan;
- (e) Carrying out plans for a program through voluntary action and the regulatory process for the repair, alteration, and rehabilitation of buildings or other improvements in accordance with the urban renewal plan; and
- (f) Acquisition of any other property where necessary to eliminate unhealthful, unsanitary, or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

Section 31-25-105 - Powers of an authority.

(1) Every authority has all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part 1, including, but not limited to, the following powers in addition to others granted in this part 1:

(a) To sue and to be sued; to adopt and have a seal and to alter the same at pleasure; to have perpetual succession; to make, and from time to time amend and repeal, bylaws, orders, rules, and regulations to effectuate the provisions of this part 1;

(b) To undertake urban renewal projects and to make and execute any and all contracts and other instruments which it may deem necessary or convenient to the exercise of its powers under this part 1, including, but not limited to, contracts for advances, loans, grants, and contributions from the federal government or any other source;

(c) To arrange for the furnishing or repair by any person or public body of services, privileges, works, streets, roads, public utilities, or educational or other facilities for or in connection with a project of the authority; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate under this part 1, including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the authority provisions to fulfill such of said conditions as it may deem reasonable and appropriate;

(d) To arrange with the municipality or other public body to plan, replan, zone, or rezone any part of the area of the municipality or of such other public body, as the case may be, in connection with any project proposed or being undertaken by the authority under this part 1;

(e) To enter, with the consent of the owner, upon any building or property in order to make surveys or appraisals and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted; to acquire any property by purchase, lease, option, gift, grant, bequest, devise, or otherwise to acquire any interest in property by condemnation, including a fee simple absolute title thereto, in the manner provided by the laws of this state for the exercise of the power of eminent domain by any other public body (and property already devoted to a public use may be acquired in a like manner except that no property belonging to the federal government or to a public body may be acquired without its consent); except that any acquisition of any interest in property by condemnation by an authority must be approved as part of an urban renewal plan or substantial modification thereof, as provided in section 31-25-107, by a majority vote of the governing body of the municipality in which such property is located, and the acquisition of property by condemnation by an authority shall also satisfy the requirements of section 31-25-105.5; to hold, improve, clear, or prepare for redevelopment any such property; to mortgage, pledge, hypothecate, or otherwise encumber or dispose of its property; and to insure or provide for the insurance of any property or operations of the authority against any risks or hazards; except that no provision of any other law with respect to the planning or undertaking of projects or the acquisition, clearance, or disposition of property by public bodies shall restrict an authority exercising

powers under this part 1 in the exercise of such functions with respect to a project of such authority unless the general assembly specifically so states;

(f)

(I) To invest any of its funds not required for immediate disbursement in property or in securities in which public bodies may legally invest funds subject to their control pursuant to part 6 of article 75 of title 24, C.R.S., and to redeem such bonds as it has issued at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled;

(II) To deposit any funds not required for immediate disbursement in any depository authorized in section 24-75-603, C.R.S. For the purpose of making such deposits, the authority may appoint, by written resolution, one or more persons to act as custodians of the funds of the authority. Such persons shall give surety bonds in such amounts and form and for such purposes as the authority requires.

(g) To borrow money and to apply for and accept advances, loans, grants, and contributions from the federal government or other source for any of the purposes of this part 1 and to give such security as may be required;

(h) To make such appropriations and expenditures of its funds and to set up, establish, and maintain such general, separate, or special funds and bank accounts or other accounts as it deems necessary to carry out the purposes of this part 1;

(i) To make or have made and to submit or resubmit to the governing body for appropriate action the authority's proposed plans and modifications thereof necessary to the carrying out of the purposes of this part 1, such plan shall include, but not be limited to:

(I) Plans to assist the municipality in the latter's preparation of a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, or to undertake such activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program, which program may include, without limitation, provision for: The prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of slum and blighted areas or portions thereof by replanning, removing congestion, providing public improvements, and encouraging rehabilitation and repair of deteriorated or deteriorating structures; and the clearance and redevelopment of slum and blighted areas or portions thereof;

(II) Urban renewal plans;

(III) Preliminary plans outlining proposed urban renewal activities for neighborhoods of the municipality to embrace two or more urban renewal areas;

(IV) Plans for the relocation of those individuals, families, and business concerns situated in the urban renewal area which will be displaced by the urban renewal project, which relocation plans, without limitation, may include appropriate data setting forth a

feasible method for the temporary relocation of such individuals and families and showing that there will be provided, in the urban renewal area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the individuals and families so displaced, decent, safe, and sanitary dwellings equal in number to the number of and available to such individuals and families and reasonably accessible to their places of employment;

(V) Plans for undertaking a program of voluntary repair and rehabilitation of buildings and improvements and for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the repair, rehabilitation, demolition, or removal of buildings and improvements;

(VI) Financing plans, maps, plats, appraisals, title searches, surveys, studies, and other preliminary plans and work necessary or pertinent to any proposed plans or modifications;

(j) To make reasonable relocation payments to or with respect to individuals, families, and business concerns situated in an urban renewal area that will be displaced as provided in subparagraph (IV) of paragraph (i) of this subsection (1) for moving expenses and actual direct losses of property including, for business concerns, goodwill and lost profits that are reasonably related to relocation of the business, resulting from their displacement for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the federal government;

(k) To develop, test, and report methods and techniques and to carry out demonstrations and other activities for the prevention and the elimination of slum and blighted areas within the municipality;

(l) To rent or to provide by any other means suitable quarters for the use of the authority or to accept the use of such quarters as may be furnished by the municipality or any other public body, and to equip such quarters with such furniture, furnishings, equipment, records, and supplies as the authority may deem necessary to enable it to exercise its powers under this part 1.

Highway 42 Revitalization Area
Urban Renewal Plan

City of Louisville, Colorado

Approved December 2006

Prepared for: Louisville Revitalization Commission and Louisville City Council

Highway 42 Revitalization Area Urban Renewal Plan

City of Louisville, Colorado

Approved December 2006

Table of Contents

	<i>Page</i>
Section 1.0: Preface and Background	3
Section 2.0: Qualifying Conditions	12
Section 3.0: Relationship to Comprehensive Plan	13
Section 4.0: Land Use Plan and Plan Objectives	18
Section 5.0: Project Implementation	24
Section 6.0: Project Financing	27
Section 7.0: Changes & Minor Variations from Adopted Plan	30
Section 8.0: Severability	32

Attachments Pending

Attachment 1: Highway 42 Revitalization Commission Conditions Survey

Attachment 2: Boulder County Financial Impact Report

HIGHWAY 42 REVITALIZATION AREA URBAN RENEWAL PLAN

City of Louisville, Colorado

Approved December 2006

Prepared for: City of Louisville Revitalization Commission and Louisville City Council

1.0 Preface and Background

1.1 Preface

This *Highway 42 Revitalization Area Urban Renewal Plan* (the “Plan” or the “Urban Renewal Plan”) has been prepared for the Louisville Revitalization Commission of the City of Louisville, (the “Commission”) pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “Act”). The administration of this project and the enforcement of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Commission.

1.2 Description of Urban Renewal Area

According to the Act, the jurisdictional boundaries of the Commission are the same as the boundaries of the municipality. Additionally, within the municipal boundaries there may be one or more urban renewal areas.

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for an urban renewal project. In each urban renewal area, conditions of blight must be present at a level defined by the Act before the Commission can legally exercise its powers. Finally, in each urban renewal area, undertakings and activities that constitute an urban renewal project are implemented as a way to eliminate the conditions of blight.

The Area included in the Urban Renewal Plan (referred to herein as "the Urban Renewal Area" or "the Area") is located in central Louisville, including downtown Louisville, areas east of downtown, and the area west of Highway 42 between approximately South Boulder Road and Elm Street. The boundaries of the Area are delineated on Figure No. 1, and described in the legal description included in Section 1.2.1. The figure controls the boundary description in case of any conflict with the legal description. The boundaries of the Urban Renewal Area are drawn narrowly as feasible to accomplish the planning and development objectives of the Urban Renewal Plan.

1.2.1 Legal Description

A tract of land within the City of Louisville, located in Sections 4, 5, 8 and 9, Township 1 South, Range 69 West of the Sixth (6th) Principal Meridian, County of Boulder, State of Colorado, said tract being more particularly described as follows:

Commencing at the Southeast corner of Section 8; thence North 00°32'00" East, along the east line of Section 8, a distance of 1325.08 feet to the Southeast corner of the Northeast 1/4 of the Southeast corner of Section 8, said point being the **Point of Beginning**; thence the following courses around said tract:

1. North 89°17'49" West, along the south line of PINE STREET PLAZA and the south line of PINE STREET PLAZA extended easterly and westerly, a distance of 583 feet, more or less, to a point on the westerly line of the Colorado and Southern Railroad right-of-way;
2. South 08°14'20" East, along the westerly right-of-way line of the Colorado and Southern Railroad right-of-way, a distance of 438 feet, more or less, to the northeast corner of MANSOUR-ENGLE SUBDIVISION;
3. South 81°38'25" West, along the northerly line of MANSOUR-ENGLE SUBDIVISION and the northerly line extended westerly, a distance of 188.33 feet, more or less, to the to a point on the west line of the County Road right-of-way;

4. North 14°10'00" West, along the west line of the County Road right-of-way, a distance of 408 feet, more or less, to a point on the south line of the Elm Street road right-of-way;
5. West, along the south line of the Elm Street road right-of-way, a distance of 557 feet, more or less, to the west line of the Roosevelt Avenue road right-of-way, said point being on the east line of Block 1, ACME PLACE;
6. North, along the west line of the Roosevelt Avenue road right-of-way and along the west line of the twenty foot wide alley right-of-way west of Block 5, TOWN OF LOUISVILLE, a distance of 1364 feet, more or less, to a point on the south line of the South Street road right-of-way;
7. East, along the south line of the South Street road right-of-way, a distance of 170 feet to the northeast corner of Block 5, TOWN OF LOUISVILLE, said point being on the west line of the Main Street road right-of-way;
8. North, along the west line of the Main Street road right-of-way, a distance of 2050 feet, more or less, to the south line of the vacated High Street road right-of-way;
9. West, along the south line of the vacated High Street road right-of-way, a distance of 10 feet, more or less, to the east line of TESONE SUBDIVISION extended southerly;
10. North 00°42' East, along the east line of TESONE SUBDIVISION and the east line extended southerly, a distance of 343.55 feet, more or less, to the northeast corner of Lot 1, TESONE SUBDIVISION;
11. South 61°33' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 64.60 feet;
12. South 64°01' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 63.0 feet;
13. South 58°04'30" West, along a northwesterly line of TESONE SUBDIVISION, a distance of 50.0 feet;
14. South 64°56' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 69.0 feet;
15. South 57°12' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 64.50 feet;
16. South 34°48' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 56.73 feet;

17. South 45°32'22" West, along a northwesterly line of TESONE SUBDIVISION, a distance of 33.34 feet to a point on the southeasterly line of SCENIC HEIGHTS SUBDIVISION;
18. North 30°13' East, along the southeasterly line of SCENIC HEIGHTS SUBDIVISION, a distance of 5.37 feet;
19. North, along the east line of SCENIC HEIGHTS SUBDIVISION, a distance of 442.23 feet, more or less, to a point on the South line of the South Boulder Road right-of-way;
20. West, along the south line of the South Boulder Road right-of-way, a distance of 899 feet, more or less, to a point on the west line of LOUISVILLE NORTH 7TH FILING extended southerly;
21. North 00°01'40" East, along the west line of LOUISVILLE NORTH 7TH FILING and said line extended southerly, a distance of 529.41 feet, more or less, to the northwest corner of said Tract II, LOUISVILLE NORTH 7TH FILING;
22. North 49°38'35" East, along the northwest line of Tract II, LOUISVILLE NORTH 7TH FILING, a distance of 170.68 feet to the southwest corner of Tract III, LOUISVILLE NORTH 7TH FILING;
23. South 89°58'20" East, along the south line of Tract III, LOUISVILLE NORTH 7TH FILING, a distance of 637.29 feet, more or less, to a point on the easterly line of the Centennial Drive road right-of-way;
24. South 31°45'59" East, along the east line of the Centennial Drive road right-of-way, a distance of 201.37 feet to the beginning of a tangent curve to the right;
25. Along the arc of the curve to the right and the easterly line of the Centennial Drive Road right-of-way, a distance of 352.37 feet, said curve having a radius of 635.0 feet and a central angle of 31°47'39" to a tangent line;
26. South 00°01'40" West, along the east line of the Centennial Drive road right-of-way, a distance of 44.26 feet to a point on the north line of the South Boulder Road right-of-way;
27. North 89°45' East, along the north line of the South Boulder Road right-of-way, a distance of 583 feet, more or less, to a point on the southwest line of Tract A, CHRISTOPHER VILLAGE FOURTH FILING;

28. North 24°25' West, along the west line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 432.24 feet to the northwest corner of CHRISTOPHER VILLAGE FOURTH FILING;
29. North 89°45' East, along a north line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 194.86 feet;
30. North 54°44' East, along a northerly line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 112.87 feet;
31. North 83°25' East, along a northerly line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 240.39 feet to the Northeasterly corner of CHRISTOPHER VILLAGE FOURTH FILING, said point being the Northwesterly corner of CHRISTOPHER PLAZA II SUBDIVISION;
32. North 85°08'55" East, along the northerly line of CHRISTOPHER PLAZA II SUBDIVISION, a distance of 7.41 feet;
33. North 67°07'22" East, along the northwesterly line of CHRISTOPHER PLAZA II SUBDIVISION, a distance of 316.10 feet;
34. North 66°25'34" East, along the northwesterly line of CHRISTOPHER PLAZA II SUBDIVISION, a distance of 202.09 feet to the northeast corner of Lot 1, Block 1, CHRISTOPHER PLAZA II SUBDIVISION;
35. South 74°15 East, more or less, a distance of 135 feet, more or less, to the northwest corner of LOUISVILLE PLAZA FILING NO. 1 REPLAT 'A';
36. North 89°14'02" East, along the north line of LOUISVILLE PLAZA FILING NO. 1 REPLAT 'A', a distance of 1295.19 feet to the northeast corner thereof, said point being on the east line of the Plaza Drive road right-of-way;
37. South 00°45'58" East, along the east line of Plaza Drive, a distance of 620.0 feet to the beginning of a tangent curve to the left;
38. Along the arc of the curve to the left an arc distance of 47.12 feet, said curve having a radius of 30.00 feet and a central angle of 90°00'00";
39. North 89°14'02" East, along the north line of the South Boulder Road right-of-way, and the south line of LOUISVILLE PLAZA FILING NO. 2, a distance of 268.79 feet to the Southeast corner of Lot 6, LOUISVILLE PLAZA FILING NO. 2;
40. North 02°15'24" West, along the east line of LOUISVILLE PLAZA FILING \NO. 2, a distance of 1921.13 feet, to a point on the south line of WANEKA LANDING FILING

NO. 1; North 89°27'35" East, along the south line of WANEKA LANDING FILING NO. 1, a distance of 1031.40 feet, more or less, to a point on the east line of the southwest quarter of Section 4;

41. South 00°13'25" West, along the east line of the southwest quarter of Section 4 and along the west line of WESTGATE OFFICE PARK FILING ONE extended northerly and southerly, a distance of 1980.58 feet to the south quarter corner of Section 4;
42. South 00°13'25" West, a distance of 60.0 feet to a point on the south line of the South Boulder Road right-of-way;
43. North 89°56'15" West, along the south line of the South Boulder Road right-of-way, a distance of 2528.93 feet to an angle point;
44. South 45° West, along the northwesterly line of that tract of land described in Deed recorded on Film 2123 as Reception No. 1604030, Boulder County records, a distance of 42.67 feet to a point on the east line of State Highway No. 42 (also known as Courtesy Road);
45. South, along the east line of State Highway No. 42, a distance of 3361.38 feet, more or less, to a point on the northwesterly line of EMPIRE ROAD SUBDIVISION, extended southwesterly;
46. North 50°50'53" East, along the north line of EMPIRE ROAD SUBDIVISION and said line extended southwesterly, a distance of 960.69 feet, more or less, to the northeast corner thereof;
47. South 38°07'25" East, along the northeasterly line of EMPIRE ROAD SUBDIVISION and said northeasterly line extended southeasterly, a distance of 528.72 feet, more or less, to a point on the southerly line of the Empire Road right-of-way;
48. South 75°47'38" West, along the southerly line of the Empire Road right-of-way and said line extended westerly, a distance of 1183 feet, more or less, to a point on the west line of Section 9 and the east line of Section 8;
49. South 00°32'00" West, along the east line of Section 8, a distance of 446 feet, more or less, to the **Point of Beginning**.

This tract contains 230 acres, more or less. (Description prepared by Lee W. Stadele, Registered Professional Land Surveyor Colorado License Number 26300)

1.2.2 Figure 1, Urban Renewal Area

The urban renewal plan map is presented as Figure 1 on the following page.

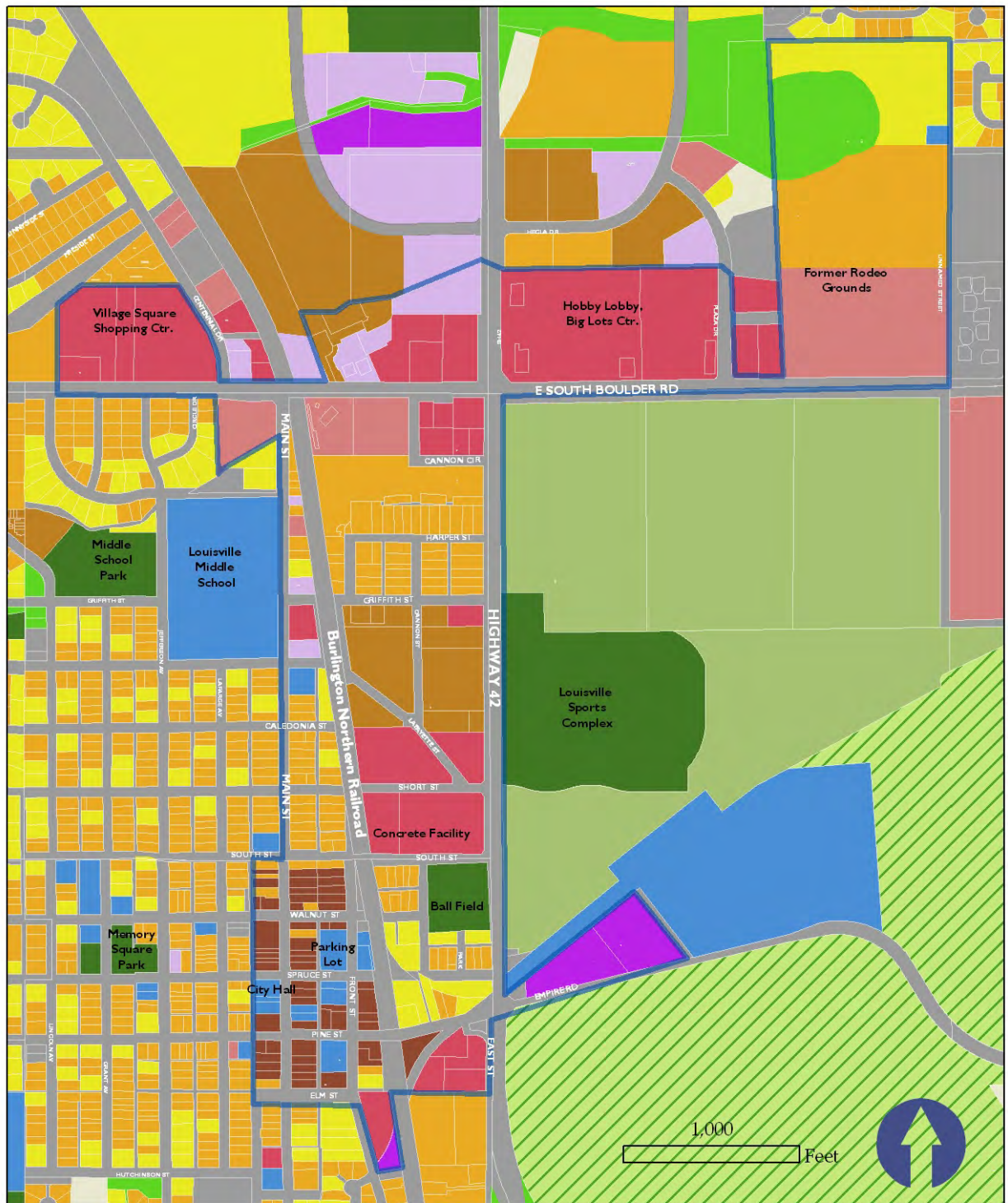
1.3 Purpose of the Plan

The purpose of the *Highway 42 Revitalization Area Urban Renewal Plan* is to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout downtown. In particular, this Urban Renewal Plan is intended to promote local objectives with respect to appropriate land uses, private investment and public improvements provided that the delineation of such objectives shall not be construed to require that any particular project necessarily promote all such objectives. Specifically, the Plan promotes an environment which allows for a range of uses and product types which can respond to market conditions over time; further the goals and objectives of the *Louisville Comprehensive Plan*, *Highway 42 Framework Plan* and any other relevant policy document; and, leverage the community's investment in public improvement projects in the Area.

While the principal goal of the urban renewal effort is, as required by the Act, to afford maximum opportunity, consistent with the sound needs of the City of Louisville (the "City") as a whole to redevelop and rehabilitate the Area by private enterprise, it is not intended to replace the efforts of area business development or marketing organizations.

The rehabilitation and redevelopment of properties within the Urban Renewal Area will be accomplished through the improvement of existing structures and infrastructure, attraction of new investment and reinvestment, and prevention of deterioration of properties in the Area. The effort will involve the Commission and City with participation and cooperation by the private sector.

Figure No. 1



1.4 Public Participation

The Plan continues to be made available to business and property owners located within and adjacent to the Plan boundaries, as well as Louisville residents at-large. Notification of the public hearing was provided to property owners, tenants, and residents of record within the Area as required by the Act. Input on the Plan's content was solicited of Area property and business owners, and tenants, as well as the community at-large during an informational meeting held in May 2006.

Presentations were also made at public meetings of the Planning Commission and City Council in the summer of 2006 to receive comments and input on the Plan. It is the intent of the Commission and City Council to provide for public participation in proposed developments and planning efforts which advance the intent of the Plan. Plans and development proposals submitted for approval of the Commission will continue to be made available to the public in an open meeting format.

1.5 Definitions

In addition to terms previously defined in the text, the following terms are used in this Urban Renewal Plan:

Cooperation Agreement – means any agreement between the Commission and the City or any public body (the term “public body” being used in this Urban Renewal Plan as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the Commission under this Urban Renewal Plan.

Redevelopment / Development Agreement – means an agreement between the Commission and developer(s) regarding the redevelopment or redevelopment of property within the Urban Renewal Area.

2.0 Qualifying Conditions

The *Highway 42 Revitalization Area Conditions Survey*, dated August 2006 (the “Survey”), was completed by the Denver, Colorado office of Leland Consulting Group. The 21 page Survey includes an Appendix and 24 exhibits which illustrate the location of qualifying conditions, a final map synthesizing the number of qualifying conditions by parcel, and the supporting field survey. The Survey documents the evidence of blight for the Highway 42 Revitalization Area and is incorporated into this Urban Renewal Plan by reference.

The legal term “blighted area” describes a wide array of urban problems, which can range from physical deterioration of buildings and the environment, to health, social and economic problems in a particular area. Based on the Survey completed in connection with the adoption and approval of the Urban Renewal Plan, at least four qualifying conditions of blight, as defined in the Act, are present within the proposed Urban Renewal Area. These conditions, which are summarized as follows, are evidence of a “blighted area” as defined in the Act.

- a) Slum, deteriorated, or deteriorating structures;
- b) Predominance of defective or inadequate street layout;
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d) Unsanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Unusual topography or inadequate public improvements or utilities;
- g) Defective or unusual conditions of title rendering the title non-marketable;
- h) The existence of conditions that endanger life or property by fire or other causes;
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical

- construction, or faulty or inadequate facilities;
- j) Environmental contamination of buildings or property;
 - k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical and underutilization of vacancy of sites, buildings, or other improvements.
 - l) If there is no objection of such property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) above, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing eminent domain.

As documented in the Survey, 9 of 11 qualifying conditions listed in the Act are present within the Area. The only qualifying condition, which was not identified, was "*defective or unusual conditions of title rendering the title non-marketable.*"

3.0 Relationship to Comprehensive Plan

A general plan for the City, known as the *City of Louisville Comprehensive Plan 2005 Update*, was adopted in 2005 (the "Comprehensive Plan"). The Comprehensive Plan specifically incorporates and included the *Highway 42 Revitalization Area Comprehensive Plan*, as a subarea plan including a recent amendment to the subarea plan regarding conceptual street layouts in the area. That plan also states "As developable land becomes scarcer, underutilized commercial areas will provide opportunities for redevelopment and revitalization that promote economic growth while preserving land use entitlements and property values of adjacent areas." *Policy LU-3*. This Urban Renewal Plan supports, implements, and is in conformance with the goals of, the revised Comprehensive Plan.

Specific goals and policies of the Comprehensive Plan that this Plan will further include the following. Key: LU = Land Use, TS = Transportation, ED = Economic Development, FH = Fiscal Health, HS = Housing, CS = Community Services.

Principle LU-1. Future growth, whether proposed through annexation, rezoning and/or redevelopment, should promote the most efficient use of resources, be consistent with the goals and policies of the City of Louisville and enhance the quality of life for present and future residents of the City of Louisville.

Principle LU-2. The City should maintain a compact urban form to use land efficiently.

Policy LU-2.2: The City should encourage higher density housing development near transit services and commercial centers to create activity nodes that add to the community's quality of life.

Policy LU-2.3: The City should promote mixed-use development as a way to create a walkable and livable community.

Policy LU-2.4: The City should review and revise development regulations as needed to promote a high quality of design, redevelopment, mixed-use development, multi-modal transportation opportunities and the protection of natural features.

Policy LU-2.5: The City should recognize both the fiscal and physical efficiencies in maintaining a compact urban form by encouraging new residential construction to locate adjacent to existing facilities and services.

Principle LU-3. As developable land becomes scarcer, underutilized commercial areas will provide opportunities for redevelopment and revitalization that promote economic growth while preserving land use entitlements and property values of adjacent areas.

Policy LU-3.1: Proposals for new development and/or redevelopment should be based on a consideration of the Framework Plan and the corresponding principles and policies.

Policy LU-3.2: Targeted redevelopment and infill should be encouraged so as to channel growth where it will be beneficial, contribute to the City's vision and improve access to jobs, housing and services.

Principle LU-4. Each Opportunity Area is unique with respect to its location and relationship to the City as a whole. The development or redevelopment within each Opportunity Area should be consistent with the role of that Opportunity Area to achieve the Community Vision.

Policy LU-4.2: Opportunity Area #2 should consist of a healthy and vibrant downtown consisting of a mix of supporting business and residences.

Principle TS-2. The City should promote mass transit as an integral part of the City's overall transportation system by providing connections to regional transit corridors, and enhancing existing service within the community.

Policy TS-2.1: The City should continue to work with the Regional Transportation District (RTD) to expand the existing bus transit network to provide efficient connections to, from, and throughout the City.

Policy TS-2.2: The City should continue to work with RTD to provide rider amenities such as shelters, lighting, security, and bicycle/pedestrian access for transit users, and integrate these into station area designs for all regional transit corridors.

Principle TS-3. The City should integrate transportation and land use decisions to be mutually supportive.

Policy TS-3.1: The City's multi-modal transportation system should be compatible with existing and future land use patterns to effectively shape urban growth.

Principle TS-4. The City should provide a transportation system that has a clearly defined hierarchy, integrates multiple modes of travel, and will meet the City's mobility needs in a manner compatible with fiscal and environmental constraints.

Principle ED-2. The City should direct growth in an economically responsible way, to maintain quality amenities and high service levels for residents.

Policy ED-2.1: The City should strive to achieve complementary land uses that promote an economically healthy community.

Policy ED-3.1: The City should work to maintain and potentially enhance the City's competitive position for economic development.

Policy ED-3.2: The City should make strategic public investments to most effectively encourage private investment that responds to the Community vision and community needs.

Principle FH-1. The City should maintain fiscal balance through effective land use decisions, focused economic development efforts, encouraging a mix of residential unit types and pricing, and strategic public investments, all consistent with the community's desire for high-quality services and amenities.

Policy HS-1.2: The City should pursue strategies that result in appropriately located mixed-use and mixed-income developments, including designating developable land for mixed-use development.

Policy HS-1.3: The City should establish priorities for preserving existing residential structures of historic value.

Policy HS-1.4: The City should improve and maintain the quality of existing housing stock through public and private sector investment and contribution of housing rehabilitation.

Policy HS-1.5: The City should support community organizations and activities that encourage and provide housing rehabilitation and neighborhood improvements.

Principle HS-2. The City should support housing development and redevelopment strategies that promote well-designed, compatible and high quality residential areas that have a mix of unit types and pricing to meet the changing economic, social and multi-generational needs of those who would like to reside in the community.

Policy HS-2.1: The City should encourage residential development that supports the spectrum of housing needs in the community, including housing for seniors and empty-nesters, first time homebuyers and entry-level to mid-level homebuyers by ensuring that a variety of housing types, prices and styles are created and maintained in the community.

Policy HS-2.3: The City should evaluate new and exiting residential uses to ensure that there is a mix of housing types and pricing within the Community that responds to the housing needs of residents and employees.

Policy HS-2.5: the City should target future medium and high-density residential development to infill development locations that are accessible to and integrated with potential employment and transit centers.

Policy HS-4.2: The City should provide for higher density residential housing along major public transit corridors and retail and commercial centers, with lower density residential development located further away from these centers.

Policy HS-4.3: The City should ensure that medium- to high-density zones are established and that minimum densities are met in areas where public transit, including FasTracks and regional transit centers, are planned.

Policy CS-2.4: Development patterns are planned with the consideration of the alignment and location of exiting and future public facilities and infrastructure.

The Commission, with the cooperation of the City, private enterprise and other public bodies, will undertake projects and activities described in this Plan in order to eliminate the conditions of blight identified in the Conditions Survey while implementing the Comprehensive Plan.

4.0 Land Use Plan and Plan Objectives

4.1 General Description

The Urban Renewal Area includes 265 parcels and comprises approximately 200 acres. The boundaries of the Area generally include properties west of Highway 42, contiguous to and north of South Boulder Road, north of Elm Street, and east of Main Street to South Street and east and west of Main Street between South Street and approximately Elm Street.

The vision for revitalization of the area is creation of high quality developments which integrate a range of residential and non-residential uses supported by strategic public improvements to facilities, parking, and infrastructure improvements within and adjacent to the Plan boundaries. A combination of uses is proposed all of which will further promote redevelopment of the Area as an enclave with densities comparatively higher than other existing residential neighborhoods in the community.

Existing conditions present within the Area will be remedied by the proposed Plan, but will need to first be identified as a priority public investment item by the Commission in consultation with the City and the community. Improvements will be partially funded by tax increment revenues. Creation of special districts or other financing districts to serve as supplemental funding sources is also possible. Several images representing the character and quality of what is envisioned are presented on the following page.

4.2 Development and Design Objectives

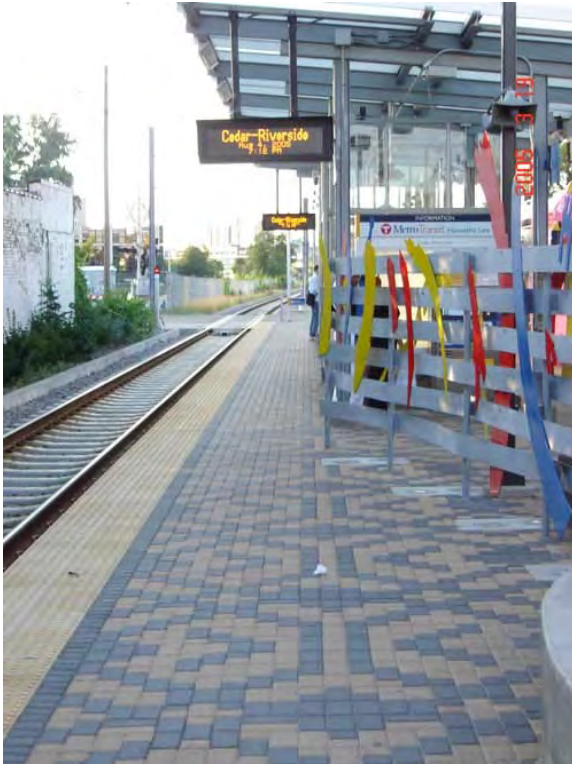
The development objectives for the Urban Renewal Area include establishment of a variety of uses that will allow projects to respond to changing market conditions. Proposed land uses within the Urban Renewal Area include commercial, office, residential, commuter, public, and parking. Design objectives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

- a) Eliminate and prevent blight
- b) Improve relationship between this area and surrounding areas (neighborhoods, downtown, open space)
- c) Increase property values
- d) Provide uses supportive of and complementary to planned improvements (transit)
- e) Encourage a mix of uses and/or mixed-use projects
- f) Promote a variety of products to address multiple income segments
- g) Provide ease of vehicular and pedestrian circulation and improve connections
- h) Encourage continued presence of businesses consistent with the plan vision
- i) Provide a range of financing mechanisms for private property re-investment and investment
- j) Mitigate impacts from future transportation improvements
- k) Encourage public-private partnerships to implement the plan
- l) Adjust parking ratios to reflect future densities
- m) Encourage shared parking among projects in area
- n) Develop higher design standards including flexible lighting and signage standards
- o) Landscape streetscapes to unify uses and plan components

Representative Images



Representative Images



4.2.1 Redevelopment Opportunities—Catalyst Projects

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze redevelopment throughout the Area. With a limited number of major property holdings, and given the average parcel size, the potential for multiple eligible catalyst projects is limited. Eight reinvestment and / or new investment zones have been identified within the Area, thereby distinguishing potential areas of change from areas of stability. The aggregate impact of potential reinvestment within these areas is reflected in the Financial Impact Report which is incorporated into this Urban Renewal Plan by reference.

4.3 Development Standards

All development in the Plan Area shall conform to the Comprehensive Plan, the Zoning Code, International Building Codes, applicable Design Standards and any site-specific zoning for properties in the Urban Renewal Area, all as in effect and as may be amended from time to time.

In conformance with the Act and Urban Renewal Plan, the Commission may adopt additional design standards and other development requirements applicable to properties in the Urban Renewal Area; provided, however, that any such standards and requirements adopted by the Commission shall be consistent with and no less restrictive than the Comprehensive Plan, Zoning Code, International Building Codes, applicable Design Standards and any site-specific zoning for properties in the Urban Renewal Area, as well as all other zoning and development policies and regulations of the City. ~~Unless otherwise approved by City Council resolution, any such standards and requirements adopted by the Commission shall be consistent with all other zoning and development policies and regulations of the City.~~

4.4 Public Improvements and Facilities

The Commission may undertake certain actions to make the Urban Renewal Area more attractive for private investment. The Commission may, or cause others to, install, construct, and reconstruct any public improvements in the Urban Renewal Area, including, without limitation, streets, sidewalks, underground utility and service facilities, streetscapes, pedestrian corridors, and parking facilities. The Commission may also, or cause others to, install, construct and reconstruct any other authorized improvements in the Urban Renewal Area, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Urban Renewal Plan and the Act.

Public projects are intended to stimulate (directly and indirectly) private sector investment in and around the Urban Renewal Area. The combination of public and private investment will assist in the reinvestment and conversion of the Urban Renewal Area into a viable commercial, residential and employment sub-area supported by multiple forms of transportation and transit with supporting public spaces contributing to increased property and sales taxes.

4.4.1 Infrastructure

New infrastructure (utility) that is required will be located in public rights-of-way or dedicated easements. These systems will be added to the existing infrastructure to the extent possible. Existing services may be removed or abandoned to accommodate new development in the Area.

In undertaking all activities and improvements pursuant to this Urban Renewal Plan, the Commission shall comply with all applicable building and zoning regulations, and other applicable ordinances of the City.

4.5 Other Improvements and Facilities

There could be other non-public improvements in the Urban Renewal Area that may be required to accommodate development. The Commission may assist in the financing or construction of these improvements.

5.0 Project Implementation

The Act allows for a wide range of activities to be used in the implementation of an urban renewal area. It is the intent of the Commission to provide incentives to stimulate private investment in cooperation with property owners and other affected parties in order to accomplish the objectives of the Plan. Public-private partnerships and other forms of cooperative development will be key to the Commission's strategy for preventing the spread of blight and eliminating the blighting conditions. Reliance on powers such as eminent domain will only be considered as a final option as determined by the Louisville City Council, to achieve the redevelopment objectives of this plan.

5.1 Property Acquisition and Land Assemblage

The Commission through purchase or eminent domain or by any method authorized by the Act and the Urban Renewal Plan may acquire property. Any proposal to acquire property under the power of eminent domain must first be approved by the affirmative vote of two-thirds of the entire Louisville City Council. The Commission may temporarily operate, manage and maintain property acquired in the Urban Renewal Area. Such property shall be under the management and control of the Commission and may be rented or leased pending its disposition for redevelopment.

5.2 Relocation Assistance

It is not anticipated that acquisition of real property by the Commission will result in the relocation of any individuals, families, or business concerns. However, if such relocation becomes necessary, the Commission shall adopt a relocation plan in conformance with the Act and consistent with specific objectives which will be identified in that plan. The Commission shall adopt its relocation plan(s) before any individuals, families or business concerns are relocated. The Commission shall solicit public comment on any relocation plan prior to its adoption.

5.2.1 Mitigate Inconvenience and Expense

Development of any relocation program for the Area will be designed to mitigate the inconvenience and expense of individuals, families and business concerns that may be displaced by acquisition of property by the Commission. Any relocation plan adopted by the Commission shall include provisions and mitigation measures required by then applicable law, which may include, by way of example and not limitation, the following:

- the specific methods for temporary or permanent relocations;
- methods for relocation of business concerns in areas that are not generally less desirable with respect to public utilities and public and commercial facilities;
- methods for relocation at rents or prices within the financial means of the persons relocated, into decent, safe and sanitary dwelling accommodations within their means and without undue hardship;
- provisions for payment of reasonable relocation expenses, which expenses may include moving expenses, actual direct loss of property for business concerns, and goodwill and lost profits that are reasonably related to relocation of a business, resulting from its displacement for which reimbursement or compensation is not otherwise made; and
- the procedures for applying for relocation benefits and the manner in which the Commission will pay relocation expenses.

5.2.2 Information Program

Any relocation program will be accompanied by an information program to keep all affected parties advised of relocation activities on a continuing basis and to encourage all such parties to keep the Commission informed of their needs and requirements. The Commission will make adopted relocation plans available to affected parties at no cost and will post such plans, and related information identified by the Commission, on the Commission's website.

5.3 Demolition, Clearance, and Site Preparation

In carrying out this Urban Renewal Plan, it is not anticipated that the Commission will be required to demolish and clear buildings, structures and other improvements from property in the Urban Renewal Area. However, development activities consistent with this Plan, including but not limited to development or cooperation agreements, may require such demolition and clearance to eliminate unhealthy, unsanitary, and unsafe conditions, eliminate obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of deterioration. They may also be necessary to alleviate identified hazardous environmental conditions.

With respect to property acquired by the Commission, it may demolish and clear, or contract to demolish and clear, those buildings, structures and other improvements from property pursuant to this Urban Renewal Plan if in the judgment of the Commission such buildings, structures and other improvements can not be rehabilitated in accordance with this Urban Renewal Plan. The Commission may also undertake such additional site preparation activities, as it deems necessary, to facilitate the disposition and redevelopment of such property.

5.4 Property Disposition

The Commission may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements, as it deems necessary to redevelop such property. Real property or interests in real property may be sold, leased or otherwise transferred for uses in accordance with the Act and this Urban Renewal Plan. All property and interest in real estate acquired by the Commission in the Urban Renewal Area that is not dedicated or transferred to public entities, shall be sold or otherwise disposed of for redevelopment in accordance with the provision of this Plan and the Act.

5.5 Redevelopment and Rehabilitation Actions

Redevelopment and rehabilitation actions within the Urban Renewal Area may include such undertakings and activities as are in accordance with this Urban Renewal Plan and the Act, including without limitation: demolition and removal of buildings and improvements as set forth herein; installation, construction and reconstruction of public improvements as set forth herein; elimination of unhealthful, unsanitary or unsafe conditions; elimination of obsolete or other uses detrimental to the public welfare; prevention of the spread of deterioration; and provision of land for needed public facilities. The Commission may enter into agreements with private parties or public entities to provide assistance or undertake all other actions authorized by the Act or other applicable law to redevelop and rehabilitate the Urban Renewal Area.

5.6 Redevelopment Agreements

The Commission is authorized to enter into Redevelopment Agreements or other contracts with developer(s) or property owners or such other individuals or entities as are determined by the Commission to be necessary or desirable to carry out the purposes of this Urban Renewal Plan. Such Redevelopment Agreements, or other contracts, may contain such terms and provisions as shall be deemed necessary or appropriate by the Commission for the purpose of undertaking the activities contemplated by this Urban Renewal Plan and the Act, and may further provide for such undertakings by the Commission, including financial assistance, as may be necessary for the achievement of the objectives of this Urban Renewal Plan or as may otherwise be authorized by the Act. Such Redevelopment Agreements, or other contracts, shall be approved by the Commission by resolution adopted by no less than a majority of all members of the Commission. The Commission shall provide an opportunity for public comment on any such Agreement or contract prior to final Commission approval. The Commission shall also provide any such Agreement to the City Council for Council's review and approval prior to the Commission's final approval thereof. Any such approval by the City Council resolution.

6.0 Project Financing

6.1 Public Investment Objective

It is the intent of the Plan that the public sector play a significant role in revitalization efforts as a strategic partner. Experience has proven that a critical component to the success of any revitalization strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Typical public infrastructure investments may include but are not limited to: unifying streetscape elements, improving access and circulation, improving streets and parks, providing for railroad corridor improvements and grade separation and parking, completing utilities, and creating special districts or other financing mechanisms.

6.2 Authorization

The Commission may finance this Urban Renewal Plan by any method authorized under the Act or any other applicable law, including without limitation, the following: issuance of notes and bonds in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; advance and reimbursement agreements; federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and loans, advances and grants from any other available sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of the Commission.

Debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created. The Commission is not a local government district under Article X, Section 20 of the Colorado Constitution does not limit the debt options of an urban renewal authority in Colorado.

6.3 Project Revenues

Tax Increment Financing

The Urban Renewal Plan contemplates that a primary method of financing this project to be the use of municipal sales and property tax increments as authorized by the Act. The City Council may allocate municipal sales tax increments when the Louisville Revitalization Commission submits a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are to be used. Upon City Council approval, the municipal sales tax increment will be allocated and distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S., which is by this reference incorporated herein as if set forth in its entirety. If there is any conflict between the Act and this Urban Renewal Plan, the provisions of the Act shall control, and the language in the Plan will be automatically deemed to conform to the statute.

All property and sales taxes collected within the Urban Renewal Area, by or for the benefit of any public body, shall be divided for a period not to exceed 25 years as follows:

- a) That portion of the taxes which are produced by the levy at the rate fixed each year by or for each such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified, prior to the effective date of approval of the Urban Renewal Plan, or as to an area later added to the Urban Renewal Area, the effective date of the modification of the Plan or that portion of municipal sales tax collected within the boundaries of said Urban Renewal Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan, or both such portions, shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.
- b) That portion of said property taxes or all or any portion of said sales taxes, or both, in excess of such amounts in subparagraph (a) shall be allocated to and, when collected, paid into a special fund of the Commission to pay the principal

of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Commission for financing or refinancing, in whole or in part, the urban renewal project within the Urban Renewal Area. Any excess municipal sales tax collections not allocated pursuant to this subparagraph shall be paid into the funds of the municipality.

- c) The portion of taxes described in subparagraph (b) may be irrevocably pledged by the Commission for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances, and indebtedness.
- d) The City and the Commission may enter into agreements with other public bodies and private parties to provide financial assistance in support of development projects consistent with this plan as may be more fully set forth in the provisions of such agreements. Existing agreements between the City and private parties that are consistent with this plan are intended to remain in full force and effect.

6.4 Financing Mechanisms / Structures

The Commission recognizes that tax increment financing is one tool which can be made available to facilitate investment and that others are needed. The Commission is committed to making a variety of strategies and mechanisms available which are financial, physical, market and organizational in nature. It is the intent of this Plan to use the tools either independently or in various combinations. Given the obstacles associated with infill development, the Commission recognizes that it is imperative that solutions and resources be put in places which are comprehensive, flexible and creative. Among those deemed reasonable for the Urban Renewal Area are improvement district(s).

6.5 Commission Participating Interest in Private Development Projects

The Commission may require a participating interest in private development projects in which it provides financial support. The philosophy behind this is that public support is frequently needed for projects of this nature, in order to fill a gap left by available traditional financing. In the event the project(s) produces revenues in excess of a market rate of return, the public sector might become a partner and share in the success of the project. In this event, the Commission may also require an excess profits provision. The terms of the participating interest and excess profits provisions will be negotiated in the Redevelopment Agreement(s).

7.0 Changes and Minor Variations from Adopted Plan

7.1 Changes in the Approved Urban Renewal Plan

This Urban Renewal Plan may be modified pursuant to the provisions of the Act governing such modification, including Section 31-25-107 thereof, as the same may be amended from time to time.

7.2 Minor Variations

In specific cases, where a literal enforcement of the provisions contained in the Urban Renewal Plan constitutes an unreasonable limitation beyond the intent and purpose of these provisions, the Commission may allow minor variances from these provisions.

7.3 Cooperation Agreements

For the purpose of this Plan, the Commission may enter into one or more Cooperation Agreements with the City or other public bodies pursuant to the Act. Such cooperation agreements may include, without limitation, agreements regarding the planning or implementation of this Urban Renewal Plan and its projects, as well as programs, public works operations, or activities which the Commission, the City or such other public body is otherwise empowered to undertake and including without limitation, agreements respecting the financing, installation, construction and reconstruction of public improvements, utility line relocation, storm water detention, environmental remediation, landscaping and/or other eligible improvements within the Urban Renewal Area.

The City and Commission recognize the need to cooperate in the implementation of this Urban Renewal Plan for, but not limited to, such items as project financing and administering the construction of public improvements. This paragraph shall not be construed to require any particular form of cooperation.

7.4 Urban Renewal Plan Review Process

The review process for the Urban Renewal Plan is intended to provide a mechanism to allow those parties responsible for implementing the Plan to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing the recommended urban renewal activities.

The following steps are intended to serve as a guide for Plan review:

- a) The Commission may propose modifications, and the Commission shall make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and the Act.
- b) Modifications may be developed from suggestions by the Commission, property and business owners, and Staff operating in support of the Commission.

- c) A series of joint workshops may be held by and between the Commission and property and business owners to direct and review the development of Plan modifications.

8.0 Severability

If any portion of the Urban Renewal Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of this Urban Renewal Plan.

**550 SOUTH MCCASLIN
URBAN RENEWAL PLAN**

Approved by Resolution 58, Series 2015

September 1, 2015

TABLE OF CONTENTS

I.	INTRODUCTION	1
1.1	Preface.....	1
1.2	Background.....	Error! Bookmark not defined.
1.3	Definitions.....	2
2.	LEGISLATIVE FINDINGS	2
2.1	Qualifying Conditions.....	2
2.2	Projects.....	3
2.3	Planning Approval	3
2.4	Consultation	3
2.5	Public Hearing	3
2.6	Boundaries of the Plan Area	3
2.7	Other Findings	3
3.	DESCRIPTION OF PLAN OBJECTIVES	4
3.1	The Plan as a Tool.....	4
3.2	Plan Conforms with the City of Louisville Comprehensive Plan.....	4
3.3	Plan to Encourage Private Investment through Construction of Public Infrastructure. Error! Bookmark not defined.	
4.	PLAN IMPLEMENTATION	5
4.1	Redevelopment and Rehabilitation Actions.....	5
4.2	Property Acquisition	5
4.3	Relocation Assistance and Payments.....	6
4.4	Public Improvements and Facilities.....	6
4.5	Redevelopment Agreements	6
4.6	Interagency Cooperation.....	6
5.	PROJECT FINANCING.....	6
5.1	No Tax Increment Financing	6
5.2	Participating Interest in Projects	7
6.	MODIFICATIONS TO THIS PLAN	7
6.1	Plan May Be Amended or Modified.....	7

550 SOUTH MCCASLIN URBAN RENEWAL PLAN

SEPTEMBER 2015

I. INTRODUCTION

1.1 Preface

This 550 South McCaslin Urban Renewal Plan ("Plan") has been prepared for adoption by the City Council of the City of Louisville pursuant to provisions of the Urban Renewal Law of the State of Colorado, Article 25 of Title 31, Colorado Revised Statutes ("Urban Renewal Law"). This Plan is prepared and adopted to satisfy the requirements of § 31-25-107(1), C.R.S. that an urban renewal plan must be adopted by the governing body of the municipality before an urban renewal authority undertakes an urban renewal project. The administration of this project and the enforcement and execution of this Plan are activities performed by the Louisville Revitalization Commission ("LRC").

1.2 Background

The property located at 550 South McCaslin Boulevard ("Property") encompasses approximately 13.16 acres in the McCaslin Boulevard area of Louisville and was formerly occupied by a Sam's Club facility, but has remained vacant since the store's closing in early 2010. The closing has caused significant declines to the retail activity in and around the area. The building is 127,000 square feet in size and cannot be divided into smaller spaces without significant expense. Private restrictive covenants placed on the Property prevent many of the most viable potential reuses of the current building. The Property has a lack of full maintenance creating an impression the area is deteriorating. The McCaslin Boulevard area is the main retail sales tax generating area within Louisville and the minimal use of the Property is lessening the retail viability of the area.

The City of Louisville Comprehensive Plan ("Comprehensive Plan"), adopted by the City Council on May 7, 2013, specifically describes the goals and policies for development within the City. The Comprehensive Plan defines the area as the focal point for a regionally significant commercial activity center and shall remain the City's primary retail center that is supported by a mix of land uses including office and residential.

The City is undertaking a small area planning process that will identify desired uses and development objectives which will encourage new private redevelopment. This Urban Renewal Plan is intended to provide additional tools to support the re-tenanting or redevelopment of the Property and advance the goals for the McCaslin Boulevard area in the Comprehensive Plan and small area plan.

1.3 Definitions

Cooperation Agreement: Any agreement between LRC and the City of Louisville or any other public body regarding action taken pursuant to any of the powers set forth in the Urban Renewal Law, or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by LRC under this Plan.

Plan: This Urban Renewal Plan as it may be modified from time to time.

Plan Area: The area described in Section 2.6 of this Plan, and depicted on Figure 1, which has been found to be blighted by the Louisville City Council by Resolution No. 60, Series 2014 and for which the undertaking of urban renewal projects is declared to be necessary.

Redevelopment Agreement: An agreement between LRC and a developer or developers regarding the re-tenanting, redevelopment or rehabilitation of property within the Plan Area.

2. LEGISLATIVE FINDINGS

2.1 Qualifying Conditions

Based on the 550 South McCaslin Boulevard Conditions Survey prepared by Urban Revitalization Consulting, dated July, 2014, and evidence presented at the public hearing, the City Council on October 7, 2014 adopted its Resolution No. 60, Series 2014 finding that there exists blight, as defined by § 31-25-103(2), C.R.S., in the Plan Area.

The 550 South McCaslin Boulevard Conditions Survey found blight conditions are prevalent throughout the area. The conditions found to exist include:

- a) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- b) Deterioration of site or other improvements;
- c) Defective or unusual conditions of title rendering the title nonmarketable;
- d) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

By letters dated September 24, 2014, the property owner and tenants of such owner have stated that they do not object to the inclusion of the Property in an urban renewal area or redesignation of blight.

The City Council finds that the presence of these factors substantially impairs or arrests the sound growth of the City of Louisville, constitutes an economic and social liability, and is a menace to the public health, safety, morals and welfare of the City of Louisville.

2.2 Projects

The Plan Area is appropriate for one or more urban renewal projects and other undertakings of the LRC as authorized by the Urban Renewal Law.

2.3 Planning Approval

A general plan for the City of Louisville, known as the City of Louisville Comprehensive Plan (“Comprehensive Plan”), has been adopted by the City Council. This Urban Renewal Plan has been submitted to the Planning Commission of the City of Louisville for review and recommendations as to its conformity with the Comprehensive Plan. The City Planning Commission met on July 9, 2015, and has submitted its written recommendations regarding the conformity of this Plan to the City of Louisville Comprehensive Plan to the City Council.

2.4 Consultation

As required by C.R.S. 31-25-107(3.5), this Plan has been submitted to the Board of County Commissioners of Boulder County. The Boulder Valley School District RE-2 has been advised of this Plan and has been given an opportunity to provide comments.

2.5 Public Hearing

The City Council of the City of Louisville has held a public hearing to consider this Plan after public notice thereof published in compliance with the Urban Renewal Law in the *Daily Camera*, describing the time, date, and purpose of the public hearing, identifying the Plan Area and outlining the general scope of the projects being considered for implementation pursuant to this Plan. Notice of the public hearing was provided to owners, residents, and business owners in the Plan Area at their last known address at least 30 days before the date of the public hearing.

2.6 Boundaries of the Plan Area

The boundaries of the Plan Area shall be as set forth in Figure 1 attached hereto, with a legal description as follows:

Lot 2, Centennial Valley Parcel O, Filing No. 7, County of Boulder, State of Colorado with an address of 550 South McCaslin Boulevard, Louisville, Colorado.

The City Council finds that the boundaries of the Plan Area have been drawn as narrowly as feasible to accomplish the planning and development objectives of this Plan.

2.7 Other Findings

- 2.7.1 One or more of the projects may require the use of eminent domain to acquire Property within the Plan Area as provided in this Plan. Such actions may be necessary to eliminate defective or unusual conditions of title rendering the title nonmarketable to prevent the spread of deterioration.

- 2.7.2 In order to eliminate or reduce the qualifying conditions currently existing within the Plan Area, as well as those qualifying conditions which may be reasonably anticipated to develop within the Plan Area in the absence of public action, it is the intent of the City Council in adopting this Plan that LRC shall have the authority to exercise powers herein authorized to be exercised by LRC under the Urban Renewal Law and which are necessary, convenient or appropriate to accomplish the objectives of this Plan. It is the intent of this Plan that LRC shall have the authority to exercise all such powers as may now be possessed or hereafter granted to LRC for the elimination of qualifying conditions within the Plan Area. Any exercise of such powers shall be in accordance with the Urban Renewal Law and the provisions of this Plan and applicable Cooperation Agreements.
- 2.7.3 If it becomes necessary for individuals, families or businesses to relocate as a result of the implementation of this Plan, a feasible method exists for the relocation of individuals, families, and business concerns that may be displaced, insuring that decent, safe and sanitary dwelling accommodations and business locations can be made.
- 2.7.4 The powers conferred by the Urban Renewal Law are for public uses and purposes for which public money may be expended and the police powers exercised, and this Plan is in the public interest and necessity, such finding being a matter of legislative determination by the City Council.

The owner and tenants within the Property have consented to the inclusion of the Property within this Plan.

3. DESCRIPTION OF PLAN OBJECTIVES

3.1 The Plan as a Tool.

This Plan is an important tool to address the problems confronting the Property. The objectives for the Plan include the following:

- Create a retail rich environment where area businesses and residents can be successful.
- Re-tenant or redevelop the Property.
- Increase retail activity by encouraging occupancy of the Property.

3.2 Plan Conforms to the City of Louisville Comprehensive Plan.

This Plan is intended to not only comply with the state statute, but also to conform to the desires of the citizens of the Louisville community as embodied in the City of Louisville Comprehensive Plan (“Comprehensive Plan”). The Comprehensive Plan defines the area as the focal point for a regionally significant commercial activity center and shall remain

the City's primary retail center that is supported by a mix of land uses including office and residential.

3.3 Plan to Alleviate Conditions of Blight Through Private Redevelopment.

The objective of this Plan is to alleviate the conditions of blight by encouraging private redevelopment that will in turn encourage the development and redevelopment and avoid underutilization of other properties in the vicinity.

4. PLAN IMPLEMENTATION

In order to accomplish the objectives of this Plan and to fully implement this Plan, LRC shall be authorized to undertake the following activities:

4.1 Redevelopment and Rehabilitation Actions

Redevelopment and rehabilitation actions within the Plan Area may include such undertakings and activities as are in accordance with this Plan and the Urban Renewal Law, including without limitation: demolition and removal of buildings and improvements as set forth herein; installation, construction and reconstruction of public improvements as set forth herein; elimination of unhealthful, unsanitary or unsafe conditions; taking actions to remove restrictive covenants that might otherwise contribute to the property remaining vacant and/or underutilized; elimination of obsolete or other uses detrimental to the public welfare; and other actions to remove or to prevent the spread of deterioration. LRC is authorized to negotiate and enter into Redevelopment Agreements and Cooperation Agreements with landowners, developers, the City of Louisville, and investors regarding appropriate projects throughout the Plan Area which will generate increased sales and property tax revenues, and to enter into any other agreements authorized or permitted under the Urban Renewal Law or other law. Notwithstanding any language that could be construed to the contrary in § 31-25-107(8), all development in the Plan Area shall be processed in accordance with the ordinances and rules and regulations in place at the time of the application for said project, including, without limitation, the provisions of the Louisville Municipal Code.

4.2 Property Acquisition

The principal purpose of this Plan is the re-tenanting or redevelopment of the Property within the Plan Area. The power of eminent domain as authorized by the Urban Renewal Law may be utilized to alleviate the qualifying conditions specified in Section 2 of this Plan as provided in the Urban Renewal Law.

- 4.2.1 The LRC through purchase or eminent domain or by any method authorized by the Act and the Urban Renewal Plan may acquire property. Any proposal to acquire property under the power of eminent domain must first be approved by the affirmative vote of two-thirds of the entire Louisville City Council. The LRC may temporarily operate, manage and maintain property acquired in the Urban Renewal Area. Any such property acquired shall be

under the management and control of the LRC and may be rented or leased pending its disposition for redevelopment.

4.3 Relocation Assistance and Payments

In the event it is necessary to relocate or displace any business or other commercial establishments as a result of any property acquisition, LRC may adopt relocation policies for payment of relocation expenses. Such expenses may include moving expenses, actual direct losses of property for business concerns, and goodwill and lost profits that are reasonably related to relocation of the business, resulting from its displacement for which reimbursement or compensation is not otherwise made.

4.4 Public Improvements and Facilities

LRC may undertake certain actions which would make the Plan Area more attractive for private investment by providing public improvements consistent with the Comprehensive Plan or McCaslin small area plan. These improvements could include, without limitation, street and traffic improvements, streetscape improvements, a transportation center, landscaping, park and recreation facilities, utility improvements, open space acquisition, stormwater improvements, public art projects, and other similar improvements necessary to carry out the objectives of the Comprehensive Plan or McCaslin small area plan.

4.5 Redevelopment Agreements

LRC is authorized to enter into one or more Redevelopment Agreements with developer(s) and such other entities as are determined by LRC to be necessary or desirable by LRC to carry out the purposes of this Plan. Such Redevelopment Agreements may contain such terms and provisions as shall be deemed necessary or appropriate by LRC for the purpose of undertaking the activities contemplated by this Plan or the Urban Renewal Law, and may further provide for such undertakings by LRC, as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Urban Renewal Law.

4.6 Interagency Cooperation

LRC may enter into one or more Cooperation Agreements with the City of Louisville or other public bodies pursuant to the Urban Renewal Law. Cooperation Agreements may provide, without limitation, for financing, for construction of public improvements, for administration, for technical assistance and for other purposes.

5. PROJECT FINANCING

5.1 No Tax Increment Financing

This Plan does not authorize use of tax increment financing pursuant to Section 31-25-107(9), C.R.S. The use of tax increment financing within the Plan Area can only be authorized by amendment to this Plan.

5.2 Participating Interest in Projects

In the event a project derives particular and unique benefits from public improvements financed by the LRC, the public should share in the success of the project. The terms of the participating interest will be specified in the Redevelopment Agreement at a level and on terms appropriate for each project.

6. MODIFICATIONS TO THIS PLAN

6.1 Plan May Be Amended or Modified

This Plan may be amended or modified pursuant to provision of the Urban Renewal Law as provided in § 31-25-107, C.R.S. Major modifications to this Plan will require appropriate notification in accordance with the Urban Renewal Law, including submission to the Board of County Commissioners of Boulder County and written notice provided to all property owners, residents, and owners of businesses in the Plan Area not less than 30 days prior to the consideration of an substantial modification.

FIGURE 1
MAP OF PLAN AREA



**SUBJECT: DOWNTOWN VISION PLAN FOR STREETSCAPES AND
PUBLIC PLACES - CONTRACT & BUDGET**

DATE: AUGUST 23, 2023

PRESENTED BY: APRIL KRONER, ECONOMIC VITALITY MANAGER

SUMMARY:

The Louisville Revitalization Commission (LRC) has identified the development of a downtown coordinated streetscape plan as a priority in its 2023 Work Plan. Attached for LRC consideration is the proposed work plan and scope of services from MIG, Inc. (MIG) for consultant services to complete the Downtown Vision Plan. Staff is seeking LRC feedback and approval of the scope, following which, a contract (including the work plan and scope of services) will be presented to City Council for approval. The contract will then come back to the LRC at their meeting in September for final approval.

The LRC will be funding this project, as was previously determined. The total project amount has now been established and the discussion below includes the recommendation from staff on how funds for this project can be allocated from the LRC's current 2023 budget.

DISCUSSION:

The intent of the Downtown Vision Plan is to develop a document that will not only provide a vision for the revitalization of the downtown area, but to also provide concept designs for the recommended improvements to complement the agreed upon vision. The city's Public Works Department issued an RFP in June of this year to solicit consultant proposals for planning, landscaping, wayfinding signage, and limited engineering services as required to prepare the plan. Six teams submitted proposals, and following interviews with the top two consultant teams, staff is recommending MIG for the project.

MIG's team includes two partner firms that will provide more specialized expertise to some of the plan areas. These include: Fehr & Peers – experts in mobility and transportation (and who currently provide on-call services to the City of Louisville); and Arthouse, a national leader in wayfinding signage design, public art and placemaking.

The project is proposed to get underway as soon as the contract is in place, and it is anticipated to be completed in just over 6 months, or in approximately February/March of 2024.

SUBJECT: DOWNTOWN VISION PLAN FOR STREETSCAPES AND PUBLIC PLACES - CONTRACT & BUDGET

DATE: AUGUST 23, 2023

PAGE 2 OF 2

Funding

The total project cost per MIG's fee proposal is \$126,979. City staff believes a contingency of 20% should be added, resulting in a total funding request of \$152,500. The current 2023 LRC budget includes funds in the amount of \$420,800 which were intended for capital improvements for Downtown Conduit & Paver Repair. The conduit and paver repair project is no longer intended to occur in 2023 given that the City and LRC are now moving forward with the Downtown Vision Plan, which will identify and prioritize desired improvements in the downtown. Therefore, it is recommended that the Downtown Vision Plan funds come from the \$420,800 downtown conduit and paver repair capital improvement allocation, and the remaining funds be reallocated to CIP projects that are identified in the Plan to occur in 2024/25. A formal budget amendment is not required by the LRC as there is no overall increase to the expenditure budget.

RECOMMENDATION:

Provide a recommendation to the City Council to move forward with entering into a contract with MIG for consulting services to complete the Downtown Vision Plan for Streetscapes and Public Spaces.

ATTACHMENTS:

- Attachment #1: MIG Proposal, June 30, 2023 for Downtown Vision Plan for Streetscapes and Public Places



CITY OF LOUISVILLE

Downtown Vision Plan for Streetscapes and Public Places

Proposal | June 30, 2023



518 17th Street, #630 | Denver, CO 80202
(303) 440-9200 | www.migcom.com

In association with:
Fehr & Peers | ArtHouse Design



518 17th Street, #630
 Denver, CO 80202
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www.migcom.com

June 30, 2023
 Cameron Fowlkes, P.E., CFM
 City Engineer
 Department of Public Works
 City of Louisville
 749 Main Street
 Louisville, CO 80026

CALIFORNIA
 BERKELEY, FULLERTON,
 LOS ANGELES, PASADENA,
 RIVERSIDE, SACRAMENTO,
 SAN DIEGO, SAN JOSE,
 AND SONOMA

COLORADO
 DENVER

NEW YORK
 BROOKLYN

OREGON
 PORTLAND

TEXAS
 SAN ANTONIO

WASHINGTON
 SEATTLE

RE: Downtown Vision Plan for Streetscapes and Public Places

Dear Mr. Fowlkes and Selection Committee Members:

Downtown Louisville is a cherished asset both statewide and nationally. MIG is especially well-suited to tackle the challenges and leverage opportunities that come with working in such a special place. Our Denver-based staff assigned to this project bring extensive experience along historic main streets from throughout Colorado and around the country. At MIG, Inc., we are impassioned about helping Colorado communities articulate their vision and see it through to implementation. At the core of MIG’s approach is a genuinely participatory planning and design process in which we see ourselves as an instrument of the community. We have partnered with municipalities along Colorado’s Front Range and the West over the course of several decades to help these communities achieve their visions of transforming streets and creating great places.

MIG understands the intent of the project is to develop a document that will not only provide a vision for the revitalization of the downtown area, but also offer concept designs for the recommended improvements to complement the agreed-upon vision. Connectivity is a central component of this effort. Our team will incorporate a multimodal approach to improve infrastructure for however folks move through the corridor—whether it’s walking, biking, light-rail, bus, or driving.

The diversity of our staff provides a base of knowledge that bridges technical expertise and community values, and allows us to facilitate meaningful stakeholder and community engagement that informs the planning and design process. Our multidisciplinary design team has backgrounds in streetscape planning and design, downtown planning, urban design, community engagement, landscape architecture, and environmental psychology. Our team combines these disciplines to develop unique places to support the development of a rigorous, thoughtful, and implementable vision plan for downtowns across the country.

The following key elements of the MIG history and approach are based on our understanding of the various elements articulated in the City’s RFP, our integration of meaningful engagement and memorable design, and our deep understanding of the City of Louisville community having previously completed several projects for the City, including the Comprehensive Plan update and Louisville State Highway 42 Underpass. Key differentiators of MIG’s team include:

Foundation of Public Engagement. MIG knows that real, authentic, and innovative community participation is critical to the design and successful implementation of the streetscape and public spaces along Main Street and Boulder Road. Our staff of planners, designers, and landscape architects are nationally renowned process design and facilitation experts as well, tailoring an array of “high-touch” to “high-tech” tools to the specific needs and desires of each particular audience.

Unmatched Downtown Planning and Design Experience. MIG brings deep, direct experience in downtown and corridor planning, streetscape design, and urban design for all scales of cities and towns throughout Colorado and North America. We love working with residents, local business leaders, and staff in smaller communities—especially those in which we have a local presence, like Louisville—where we can really roll up our sleeves.

Dedicated, Energetic Team. Simply put, we live for this work. Downtowns and their public realms are what drive us. These are the places where all things meaningful and intrinsic to a city come together, and where families forge traditions and make memories that last generations.

We have carefully assembled a team comprised of thought leaders, strategists, and experts in streetscape and downtown revitalization who pair local knowledge with national expertise. The MIG Team includes two partner firms: Fehr & Peers, who are experts in mobility and transportation and currently on-call with the City; and Arthouse, a national leader in wayfinding signage design, public art, and placemaking.

We acknowledge Addendum No. 1, dated June 20, 2023, and Addendum No. 2, dated June 26, 2023, and their effects on our response to this RFP. We are fully authorized to submit proposals and Chris can sign contracts on the firm's behalf. Additionally, the information submitted herein is true and accurately represents MIG's expertise related to this RFP.

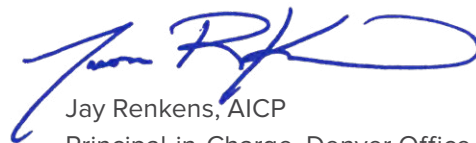
We are thrilled to have the opportunity to leverage our team's extensive local and national experience and enthusiasm to engage in this pivotal work for the City of Louisville. Jay can be contacted at jayr@migcom.com, by cell at (503) 449-7395, or at the office at (303) 440-9200, ext. 6140. Our project manager will be Matt Shawaker and he can be reached at mshawaker@migcom.com, by cell at (303) 669-8924, or at the office at 303-440-9200, ext. 6180.

Thank you for your consideration of our proposal and we look forward to discussing our ideas with you further.

Sincerely,



Chris Beynon, AICP
Vice President, Treasurer, CDO



Jay Renkens, AICP
Principal-in-Charge, Denver Office

An architectural rendering of a modern urban courtyard. The scene is set in front of a multi-story building with large glass windows and balconies. The courtyard features a paved walkway with blue and grey patterns, several large wooden planters filled with greenery, and people walking and sitting at tables. The sky is blue with scattered clouds.

TABLE OF CONTENTS

1. Statement of Qualifications	1
2. Project Team/Firm Capability	2
3. Prior Project Experience	4
4. Work Plan and Scope of Services	8
5. Fee Schedule	10

1. Statement of Qualifications

About MIG, Inc.

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

MIG’s approach to conceptual design and community outreach for Louisville’s Downtown Vision Plan builds upon our extensive track record of creating and implementing successful downtown and streetscape planning and design projects throughout Colorado and around the country. Our experienced staff includes a deep bench of in-house urban designers, landscape architects, engineers, planners, graphics visualization specialists, and GIS specialists. We are all engagement specialists. Since inception, MIG has been a national leader in integrating context-sensitive and innovative design with technical rigor, genuine community outreach, and consequential participation. We do not view community outreach and engagement as an “add on” or something that is ancillary to a project. Rather, we view it as integral to a project’s implementation and ultimate success.

LOCAL EXPERIENCE

- » Louisville Comprehensive Plan Update
- » Louisville 42 Gateway
- » Louisville State Highway 42 Underpass
- » Superior Town Center
- » Boulder Downtown Vision Plan
- » Boulder Highway Multimodal Investment Study

LICENSES AND PROFESSIONAL CERTIFICATIONS

- » Jay Renkens, AICP Certified Planner
- » Jonathan Knight, Licensed Landscape Architect: CO#1447, AR #9988, LEED SITES AP (USGBC)
- » Charlie Alexander, Civil Engineer: Colorado, #49117 Also registered in CA, FL, MD, TX, VA, WA, and DC, AICP Certified Planner #27421, Road Safety Professional (RSP) Level 1
- » Jim Moser, Autodesk University: AutoCAD Certified User

KEY TEAM LOCATION AND AVAILABILITY

KEY TEAM	LOCATION	AVAILABILITY
Jay Renkens	Denver	20%
Matt Shawaker	Denver	25%
Jonathan Knight	Denver	35%
Annie Rice	Boulder	50%
Charlie Alexander	Boulder	40%
Kelsey Lindquist	Boulder	60%
Jim Moser	Boulder	50%
Chuck Desmoineaux	Denver	5%
Beth Rosa	Denver	2%
Kevin Poland	Denver	10%
Maddie Bonthron	Denver	12%

2. Project Team/Firm Capability

MIG is proud to present an experienced and highly qualified team to provide design and planning services for the Louisville Downtown Vision Plan for Streetscapes and Public Places. Our team members have been selected for their strong expertise in their fields of work as well as for their passion for this project.

Core Team

MIG's core team will lead the vision planning efforts, including hands-on principal involvement from start to finish, a highly experienced and accessible project manager, and technical leadership in landscape architecture, planning, and engineering for just this kind of project.

Principal-in-Charge **Jay Renkens, AICP**, believes in the power of experience and the joy of place. Jay will provide overall project oversight and quality control, ensuring that adequate resources are made available to the project and all contractual requirements are met. Jay can distill concepts and articulate complex ideas in written, verbal, and visual communications that provide a common foundation for decision-making. He has successfully led projects in downtowns around Colorado and across the country from high-level vision to implementation by facilitating client, community, and stakeholder collaboration, consensus, and engagement.

Project Manager **Matt Shawaker** will be the day-to-day contact for this effort responsible for the coordination of the team. As MIG's Director of Urban Design, Matt Shawaker focuses on the public realm—in particular streets—as a means to promote equity and inclusion, stimulate economic growth, and enhance sustainability.

Deputy Project Manager **Jonathan Knight** will support Matt in day-to-day project management, client contact, and design team and subconsultant coordination. Jonathan excels at urban design and visualization of urban systems to create compelling visions for decision-making and implementation.

Technical Support

- » Annie Rice, Transportation Planner, Fehr & Peers
- » Charlie Alexander, Principal, Fehr & Peers
- » Jim Moser, Senior Engineering Technician, Fehr & Peers
- » Kelsey Lindquist, Transportation Planner, Fehr & Peers
- » Chuck Desmoineaux, ArtHouse Design
- » Beth Rosa, ArtHouse Design
- » Kevin Poland, ArtHouse Design
- » Maddie Bonthron, ArtHouse Design

Firm Size and Disciplines

MIG serves a wide variety of client needs, including planning, design, communication, management, technology, and science. With more than 260 professionals on staff, MIG has the personnel resources to accommodate new projects regularly and to respond to unexpected assignments. Our overall firm includes 65 planners, 54 landscape architects and designers, 19 civil engineering professionals, and 17 dedicated outreach specialists.

Design and Planning Software

MIG uses the most current design software available for its planning and design projects, selecting what is most appropriate for project delivery and to meet our client's needs for deliverables. For visioning and concept design, MIG primarily uses the current editions of Adobe Creative Cloud, Autodesk AutoCAD, ESRI ArcGIS, Trimble SketchUp, Rhino, and rendering software including Lumion and V-Ray. We also maintain numerous community engagement software and subscriptions for online engagement. Our engineering team utilizes Civil 3D software, combined with other Autodesk software products (e.g., AutoTurn, etc.) to provide our staff with the premier tools available to develop designs in a 3D world. MIG has full-size (up to 48" width) color plotters and scanners to print and collaborate in person using full-size plans. We use Bluebeam Revu software to collaborate with outside team members and clients. Depending on the design task, client needs, and project stakeholders, we also have extensive experience using a variety of other tools including: Microstation, SWMM stormwater modeling software, FlowMaster, and Bentley Systems FlowMaster.

Subconsultant Team

FEHR & PEERS

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. They derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. As Fehr & Peers grows, their commitment to inclusive, local, and long-term community relationships remains central to their philosophy.

With a focus on innovation, Fehr & Peers differentiates itself by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. The company’s culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates team members to explore emerging transportation concepts and mobility trends, and inspires the development of new analytical tools and techniques.

ARTHOUSE DESIGN

ArtHouse Design is a Denver-based, full-service design firm devoted to the creation of beautiful, thoughtful design. Nimble and versatile, we have a wide range of expertise, from branding and identity to wayfinding and signage. Our tagline, “Left Brain. Right Design.,” epitomizes how we approach our work, balancing the creative with the analytical and providing clever thinking and smart decisions. We incorporate best practices while asking insightful questions, actively listening, and fostering ideas to find and develop the best—and right—solutions for each unique project.

As specialists in designing for and shaping user-friendly, built environments, we lead the experiential graphic design community in design and implementation for placemaking, partnering with architects, landscape architects, master planners, developers, and municipalities to improve public spaces through branding and signage.

Team Organization





Jay Renkens, AICP

PRINCIPAL-IN-CHARGE | MIG

Jay Renkens is a planning and design leader with national experience in downtowns, transit-oriented development, streetscapes, land use, and mixed use places. While researching health and motivational theory, he was struck by the significant influence that the environment has on people's choices and behavior, and he has sought to shape environments for the better ever since. Although his original studies are behind him, they still form the lens that Jay uses in taking a holistic approach to optimizing social, economic, and physical wellness for the greatest number of people. He strives to integrate equity into planning and design and to address the unintended consequences of gentrification such as displacement and the losses of culture and authenticity. Jay can distill concepts and articulate complex ideas in written, verbal, and visual communications that provide a common foundation for decision-making. He has successfully led projects from high-level vision to implementation by facilitating client, community, and stakeholder collaboration, consensus, and engagement. Jay's management, design, and planning skills have contributed to transformational change in communities throughout the country from Boston to San Antonio, Portland to Charlotte, and Seattle to Denver.

EDUCATION

- » MURP, Portland State University
- » MS, Psychology of Health and Exercise, Purdue University
- » BS, Health Promotion and Wellness, University of Wisconsin, Stevens Point

REGISTRATIONS

- » American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)
- » American Institute of Certified Planners (AICP)
- » Urban Land Institute
- » International Downtown Association
- » Downtown Colorado, Inc.

YEARS WITH MIG

- » 18 years

SELECTED PROJECT EXPERIENCE

- » Upper Downtown Plan, Denver, CO
- » Downtown Boulder Vision Plan, Boulder, CO
- » Downtown Area Plan, Denver, CO
- » North Tryon Vision and Implementation Plan, Charlotte, NC
- » Superior Town Center Main Street Design, Superior, CO
- » Heart of Golden Civic Campus Master Plan, Golden, CO
- » Downtown Next Steps Study, Durango, CO
- » Downtown Master Plan and Implementation Strategy, Colorado Springs, CO
- » Union and Main Streetscape Design, Pueblo, CO
- » Historic Firestone Neighborhood Plan, Firestone, CO
- » Downtown Design Plan, Alamosa, CO
- » Charlotte Center City 2020 and 2040 Vision Plans, Charlotte, NC
- » Midtown Master Plan, Ocala, FL
- » Downtown Madison, Inc. Strategic Plan, Madison, WI
- » San Marcos Downtown Master Plan, San Marcos, TX
- » IMPO Regional Centers Study, Indianapolis, IN



Matt Shawaker

PROJECT MANAGER / DIRECTOR OF URBAN DESIGN | MIG

Matt Shawaker is an urban designer with over 20 years of experience creating vibrant public spaces, downtowns, and urban districts. Often working at multiple scales, through a community engagement process with public and private clients and stakeholders, he works to create aspirational yet practical solutions that connect people and place. Matt focuses on the public realm—in particular streets—as a means to promote equity and inclusion, stimulate economic growth, and enhance sustainability. He has led multidisciplinary teams for projects with public agencies, business improvement districts, and private development, from visioning through detailed design, construction, and ongoing operations. His recent efforts include planning and design for the 16th Street Mall redevelopment in Downtown Denver, reconfiguring the iconic design to improve pedestrian safety and create more space for public life and amenities.

EDUCATION

- » MLA, Housing and Urbanism (Distinction), Architectural Association School of Architecture, London, England
- » Bachelor of Landscape Architecture, University of Arizona, Tucson, AZ

PROFESSIONAL AFFILIATIONS

- » Denver Downtown Design Advisory Board, Board Member
- » ULI Next Leadership Program, ULI Colorado Chapter Member
- » Downtown Denver Partnership, Mobility Council Member
- » American Society of Landscape Architects
- » Urban Land Institute

AWARDS

- » Brighton Boulevard Streetscape Design - 2020 ASLA Colorado Chapter Merit Award, Design
- » Brighton Boulevard Redevelopment Plan - 2016 ASLA Colorado Chapter Merit Award, Planning

PUBLICATIONS

- » *Diagrammatic Landscape: The Role of Landscape in Contemporary Urbanism*, 2003

YEARS WITH MIG

- » 1 year

SELECTED PROJECT EXPERIENCE

- » 16th Street Mall Redevelopment, Denver, CO*
- » Eastlake Conceptual Streetscape Plan, Thornton, CO*
- » Brighton Boulevard Redevelopment, Denver, CO*
- » Glenarm Shared Street & Street Closure Pilot Project, Denver, CO*
- » Bannock Street Promenade, Civic Center Park, Denver, CO*
- » St. Anthony's Redevelopment Streetscapes & Public Realm, Denver, CO*
- » Domain Phase 1 Streetscapes, Austin, TX*
- » Denver Moves Downtown, Denver, CO*
- » 106th & 107th Avenue Streetscape Redevelopment, Edmonton, Alberta, Canada*
- » Ala Wai Boulevard and Canal Flood Mitigation, Honolulu, HI*
- » 5280 Trail Wayfinding, Denver, CO*
- » St. Anthony's Redevelopment Master Plan, Denver, CO*
- » Bellingham Bay Redevelopment Vision Plan, Bellingham, WA*
- » Seaport Village Redevelopment Plan, San Diego, CA*
- » Snowflower II Base Area Redevelopment, Steamboat Springs, CO*
- » Cove Ranch Community Master Plan, Hailey, ID*
- » ZeCO Net-Zero Community Master Plan, Brighton, CO*
- » Horizon Uptown Community Master Plan, Aurora, CO*

**Completed prior to joining MIG*



Jonathan Knight, PLA, ASLA, SITES AP

DEPUTY PROJECT MANAGER / LANDSCAPE ARCHITECT | MIG

Jonathan Knight is an award-winning landscape architect, community planner, and photographer whose work can be found in a variety of settings from parks and open spaces to trails, streets, and urban centers. From concept to construction, Jonathan employs his background in planning, visual storytelling, and design to deliver beautiful, functional spaces for everyone's enjoyment. Jonathan has honed his design skills in urban design and landscape architecture with previous experiences working alongside renowned design leaders on high-profile projects around the world. Jonathan's skills in visual communication are integral to develop the project's vision and narrative. As a project manager, Jonathan excels at synthesizing the complexity of urban systems to break down project tasks into more manageable and efficient steps to move project teams forward with a shared purpose and clarity. Actively engaged in the nexus between academia and practice, Jonathan has regularly served as a guest critic and lecturer at universities around the country.

SELECTED PROJECT EXPERIENCE

- » Durango Main Avenue Streetscape Improvements, Durango, CO
- » 16th Street Mall Implementation Phase, Denver, CO
- » 16th Street Mall Temporary Streetscape, Denver, CO
- » Village Center Main Street Plan, Snowmass Village, CO*
- » Denver Botanic Garden Chatfield Farms Expansion, Denver, CO*
- » Tom Lee Park, Memphis, TN*
- » Pride Park, Miami Beach, FL*
- » Arkansas Museum of Fine Arts, Little Rock, AR*

**Completed prior to joining MIG*

EDUCATION

- » MLA (with distinction),
Kansas State University
- » Master of Regional and
Community Planning
(with distinction),
Kansas State University

REGISTRATIONS

- » Landscape Architect:
CO #1477, AR #9988
- » SITES AP (USGBC)

PROFESSIONAL AFFILIATIONS

- » American Society of
Landscape Architects
- » American Institute of Certified
Planners

CERTIFICATIONS

- » Construction Document
Technologist (CSI)

AWARDS

- » National Fellowship Finalist
Landscape Architecture
Foundation, 2017
- » University Olmsted Scholar
Landscape Architecture
Foundation, 2017

YEARS WITH MIG

- » < 1 year



Charlie Alexander, PE, AICP, RSP1

PRINCIPAL | FEHR & PEERS

Charlie Alexander is a Principal with 16 years of experience delivering urban mobility strategy for clients across the United States. His project experience includes corridor planning, transit planning, complete streets planning and design, multimodal safety, travel demand forecasting, traffic operations, parking planning, and traffic engineering design projects. Charlie applies this diverse experience to projects that require complex transit, auto, pedestrian, and bicycle solutions; consent-building around modal tradeoffs; and strategic stakeholder and community engagement.

Within Fehr & Peers, Charlie has leadership roles in our Complete Streets, Multimodal Safety, Engineering, and Transportation Economics Discipline Groups, helping guide our research and development investments in these areas. In addition to his project work, Charlie has taught courses on Complete Streets to master’s students and other practitioners through the University of Colorado, Denver; the National Complete Streets Coalition; and the University of California, Berkeley. He is also a regular guest lecturer at universities around the country. Charlie is a registered Professional Engineer in Colorado and six other states, is certified by the American Institute of Certified Planners, and is a certified Road Safety Professional.

SELECTED PROJECT EXPERIENCE

- » CO 7 BRT Preliminary Engineering, Boulder, CO & Boulder County, CO
- » East Colfax BRT NEPA/Preliminary Engineering and Final Design, Denver, CO
- » Vision Zero Action Plan, Boulder, CO
- » Louisville Traffic Signals Master Plan, Louisville, CO
- » Future 42 (CO 42 Corridor Plan), Louisville/Lafayette, CO
- » 6th Avenue, 8th Avenue, Dayton Street, and Uinta Way Traffic Calming Studies, Denver, CO
- » Metropolitan Branch Trail Preliminary Engineering and Final Design, Washington, DC
- » Braddock Road Multimodal Improvements, Fairfax County, VA
- » Winter Park Drive Complete Streets Study, Casselberry, FL
- » North Avenue Enhanced Transit Corridor Study, Grand Junction, CO
- » Vision Zero Road Safety Audits, Denver, CO
- » North College Avenue MAX (BRT) Plan, Fort Collins, CO
- » West Elizabeth Enhanced Travel Corridor Plan, NEPA/Preliminary Engineering, Fort Collins, CO
- » South Boulder Road Pedestrian Connectivity Study & Design, Louisville, CO
- » CO 119 Planning & Environmental Linkages Study, Boulder County, CO
- » Grand Avenue BRT Alternatives Analysis (MOVE Glenwood Springs, Glenwood Springs, CO
- » DRCOG Vision Zero Action Plan, Denver region, CO
- » South Broadway Multimodal Design, Denver, CO

EDUCATION

- » Bachelor of Science, Civil Engineering Bucknell University, Lewisburg, PA

REGISTRATIONS

- » Licensed Civil Engineer: Colorado, #49117 Also registered in California, Florida, Maryland, Texas, Virginia, Washington, and Washington D.C.
- » American Institute of Certified Planners (AICP): #27421
- » Road Safety Professional (RSP) Level 1

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

INSTRUCTOR

- » University of California, Berkeley Institute of Transportation Studies Technology Transfer Program: Complete Streets Planning and Design (2013-present)
- » National Complete Streets Coalition: Complete Streets Workshop Instructor (2014-present)

YEARS WITH FEHR & PEERS

- » 16 years



Annie Rice

TRANSPORTATION PLANNER | FEHR & PEERS

Annie Rice is a Transportation Planner with the mission to design transportation systems that reduce emissions, improve equity, and create better places and quality of life for all. Her passion for active, safe transportation began during her time living in the Netherlands. Since then, her transportation interests have grown to include transit planning, safety, and the efficient distribution of street and curbside space. She particularly enjoys working on small master plans and sub-area plans, which allow holistic understanding of the local transportation system and how network components connect and intermingle to support community travel needs.

SELECTED PROJECT EXPERIENCE

- » Louisville Future 42 Corridor Study, Louisville, CO
- » Brighton Bicycle, Pedestrian, and Multimodal Plan, Brighton, CO
- » Grand Junction Pedestrian and Bicycle Plan, Grand Junction, CO
- » Denver Moves: Cherry Creek, Denver, CO
- » Minturn Community Plan, Minturn, CO
- » Town of Lyons Comprehensive Plan, Lyons, CO
- » Greeley Transportation Master Plan, Greeley, CO
- » Evans Transportation Master Plan, Evans, CO
- » Thornton Transportation Master Plan, Thornton, CO
- » Adams County Transportation Master Plan, Adams County, CO
- » Loretto Heights Parking and Mobility Study, Denver, CO
- » Winter Park Mobility Study, Winter Park, CO
- » Avon-EVTA Transit Planning, Avon, CO
- » West Elizabeth Corridor Concept Design, Fort Collins, CO
- » Boulder Curbside Management Plan, Boulder, CO
- » Des Moines Downtown Curbside Management Plan, Des Moines, IA
- » Cheyenne Transit Development Plan, Cheyenne, WY
- » City of Moab Transit FTA Policy and Plan, Moab, UT
- » Citibus Facility Plan, Lubbock, TX
- » All Points Transit On-Demand Transit Study, El Paso County, CO
- » Tucson Equitable TOD Strategic Plan, Tucson, AZ
- » Safe Routes to School, Denver, CO

EDUCATION

- » Master of Urban and Regional Planning, University of Colorado Denver
- » Bachelor of Environmental Science and Policy, University of Maryland College Park

PROFESSIONAL AFFILIATIONS

- » Women in Transportation Seminar (WTS)

YEARS WITH FEHR & PEERS

- » 2 years



Jim Moser

SENIOR ENGINEERING TECHNICIAN | FEHR & PEERS

Jim Moser is a Senior Engineering Technician with 11 years at Fehr & Peers and over 25 years of experience of using CAD in the following industries: Civil Design, Architectural, Mechanical, Electrical, and Technical Illustration. Jim's experience includes preparing plans for the design of traffic signals, signal interconnect systems, signing and striping, traffic calming, and traffic control, parking layout design, and roadway conceptual designs, as well as roundabout concept designs. He also supports Traffic Operations by preparing graphics for a wide variety of reports and studies. Jim has completed projects in the cities of Reno, Sparks, Carson City, Fernley, South Lake Tahoe, Roseville, Sacramento, San Francisco, Oakland, Berkeley, Denver, Fort Collins, Durango, Santa Clarita, Malibu, Los Angeles County, Orange County, San Diego, and Renton, WA. He is proficient with AutoCAD and Microstation, the latest drafting software programs; Autoturn vehicle turning analysis software; ParkCAD software; and Adobe Photoshop/ Illustrator graphic design software.

EDUCATION

- » CAD / Drafting, Mechanical Engineering, Golden West College, Huntington Beach, CA
- » UC Berkley, CA
 - Certificate: Signal Design
 - Certificate: Complete Streets

REGISTRATIONS

- » Autodesk University: AutoCAD Certified User

PROFESSIONAL AFFILIATIONS

- » Autodesk User Group International (AUGI)

YEARS WITH FEHR & PEERS

- » 17 years

SELECTED PROJECT EXPERIENCE

- » BART Extension, Milpitas/San José, CA (10 signal modifications for the new BART Extension)
- » Delta Shores Design, Sacramento, CA (3 new signals, 1 signal modification)
- » Signal Design, Ignacio, CO (1 new signal)
- » Signal Design, Canon City, CO (1 new signal)
- » Brighton Boulevard Cycle Track, Denver, CO
- » Champa, Stout Bike Lanes, Denver, CO
- » Brighton Blvd Signal Designs, Denver, CO
- » City of Greeley Traffic Signal Modifications, Greeley, CO
- » Regis Jesuit High School - Campus Circulation Redesign, Aurora, CO



Kelsey Lindquist

TRANSPORTATION PLANNER | FEHR & PEERS

Kelsey Lindquist is a Transportation Planner in the Denver office who is passionate about improving quality of life through the transportation network, reducing carbon emissions, encouraging active transportation, and reducing the reliance on single-occupancy vehicles. She has worked on a variety of transportation projects throughout Colorado, ranging in scale from a traffic impact analysis for a new development to exploring the feasibility of a Regional Transportation Authority. Kelsey loves working in GIS to spatially analyze data. She is currently working on mapping the curb regulations and usage for a Curbside Action Plan in Denver to prepare for the Colfax BRT project.

EDUCATION

- » Master of Urban and Regional Planning, University of Colorado, Denver
- » Bachelor of Science, Finance University of Denver, Denver, CO
- » Bachelor of Arts, Spanish University of Denver, Denver, CO

YEARS WITH FEHR & PEERS

- » < 1 year

SELECTED PROJECT EXPERIENCE

- » Denver Curbside Action Plan, Denver, CO
- » Boulder Western City Campus Transportation Study and TDM Plan, Boulder, CO
- » East Colfax BRT Final Design, Denver, CO
- » Denver Safe Routes to School, Denver, CO
- » RTA Transit Planning, Routt County, CO
- » Thornton Transit Study, Thornton, CO
- » Boulder Curbside Management Plan, Boulder, CO
- » Establishing a Data Repository, The Highline Canal Conservancy, Centennial, CO
- » Fuller Park Master Plan, Parks and Open Space, Denver, CO
- » GIS Street Tree Assessment, The Park People, Denver, CO
- » Aspen Lumberyard Design, Aspen, CO
- » The River Mile Phase 2, Denver, CO
- » Steamboat Passenger Rail Feasibility Study, Steamboat, CO

Chuck Desmoineaux

PRINCIPAL + DESIGN DIRECTOR | ARTHOUSE DESIGN

Chuck's career in design started over 25 years ago and he's since become an expert in visual communication, wayfinding, identity design, and branded environments. His collaborative approach and attention to detail is evident in his dedication to his projects, be it a large-scale, international, multilingual public realm wayfinding system or for a small boutique brand identity. His perspective on the world around him and distinct way of thinking allow him to cull through clutter, finding the best solution for his clients and their projects. Chuck is known for his creativity, humor, and thoughtfulness and his expert use of materials, colors, and forms. He thrives in a dynamic work environment where he can discover what makes each project unique and develop an elevated, strategic solution. Chuck lives a mile north of Downtown Louisville and often visits and patronizes the area. He also knows to pronounce the "s" in Louisville.

YEARS WITH ARTHOUSE DESIGN

» 9 years

Beth Rosa

PRINCIPAL + DESIGN DIRECTOR | ARTHOUSE DESIGN

Leading ArtHouse's team of award-winning designers, Beth directs projects throughout the design process and manages complex elements from multiple disciplines with skill and grace. Her steadfast efforts and broad knowledge help to consistently exceed clients' expectations by increasing creativity and productivity for a greater return on investments. Beth approaches design with a perceptive eye and analytic mind to connect verbal and visual cues to strategic, clever solutions. With advanced technical skills and code expertise, Beth smoothly guides large-scale, multi-phase projects through municipal review processes and approvals. Partial to designing for the built environment, Beth integrates visual expression and theming to shape the idea of a place. Beth led the ArtHouse team that designed and developed a signage and wayfinding plan for the City of Louisville in 2016.

YEARS WITH ARTHOUSE DESIGN

» 13 years

Kevin Penland

SENIOR DESIGNER | ARTHOUSE DESIGN

Kevin's career as a Designer spans over 25 years, with a focus on graphic design, branding, environmental graphics, and wayfinding programs for retail, resorts and hospitality, transportation, residential, and mixed-use land developments. He has been fortunate to work alongside some the best in the disciplines of Architecture, Interior, and Industrial Design. His project experience includes work across the U.S., Asia, and Europe. Kevin brings with him a deep set of skills that range from ideation, concept design, hand-drawing, 3D modeling, rendering, and fabrication detailing. Kevin thrives while in collaboration with our team, as he strives to provide thoughtful and beautiful solutions for the projects he is involved in. Kevin is known for bringing humor, creativity, and intensity to his work every single day.

YEARS WITH ARTHOUSE DESIGN

» 2 years

Maddie Bonthron

DESIGNER | ARTHOUSE DESIGN

Maddie's background in fabrication and 3D design gives her a unique perspective on experiential graphic design. By using her knowledge and experience in other disciplines, she is able to design with a solid understanding of a product or brand's life cycle. Maddie views design as a collaborative experience; it takes many eyes to create something meaningful and she wants to be a pair of those eyes. The constant innovation in the world is a catalyst in her creative process. Pulling inspiration from new technology, retro furniture, and sustainable practices, Maddie strives to be experimental in her design work and lives for seeing a project come off the page and into reality.

YEARS WITH ARTHOUSE DESIGN

» 7 years

3. Prior Project Experience

Schedule Management

At MIG, internal time and task management is very important. We will work with City staff to prepare a project management plan that frames the overall schedule addressing planning and public involvement.

Meeting your deliverables means that we adhere to a system that informs us internally and identifies the needs of our subconsultants. We will establish a phase-based timeline for deliverables and an associated level of effort to track budget. We use Deltek Vision project planning software that allows project managers to ensure that their project is correctly staffed on a weekly basis throughout its duration, report budget status and progress, and identify potential conflicts. This is important because timelines do shift and this allows us to plan with you to meet deliverables.

We maintain a three-month projected schedule for staffing of all office projects. This schedule forecasting helps when priorities shift unexpectedly, making it possible to re-balance our workload to accommodate changes or modifications.

MIG's project management structure provides for senior input from the Principal, the Project Manager, the senior designers, and the technical QA/QC lead to oversee design integrity and provide specialized expertise in project metrics, budgeting, scheduling, and strategic review of emerging issues.

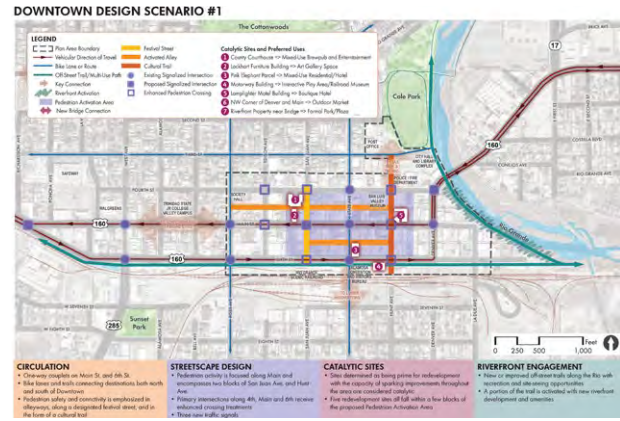
Cost Control

MIG has a record of delivering projects on time and within budget. We view cost control as an essential part of the design process and integrate periodic third-party cost analyses on all our projects. Getting cost information in a timely manner during each phase reserves enough time for the project team to review designs and balance estimated costs with available budget.

Designers (and most owners) are an optimistic group by temperament; we recognize this and work to be disciplined and realistic about project costs as we develop the earliest design documents. Incorporating contingencies, allowances, and realistic per-square-foot costs into the concept documents identifies cost constraints as well as budget opportunities and allows the client group to articulate their priorities early. The entire team—designers, fabricators, and specialty consultants—will be able to hear and understand those priorities, and work effectively to meet them in the most cost-effective way possible. Design changes mid-stream need special attention; a “simple change” often has ripple effects that push total costs over the budget.

Quality Assurance/Quality Control

Prior to commencing work, MIG creates a detailed work plan and schedule that illustrates the project on a task-by-task basis, making clear the project's critical path, key deadlines and checkpoints, and the responsibilities of each team member. Regularly scheduled project team meetings are conducted to ensure work quality and the appropriate allocation of staff time and project resources. The project manager has an identified back-up staff member to handle urgent project issues or emergencies. Biweekly, the MIG managerial team will compare project progress to the proposed schedule. When there is a significant variation, the MIG Team will take immediate steps to remediate the delay and/or provide a revised task plan to the City, if necessary. This internal program monitoring is used in addition to direct lines of communication with the City. The Principal-in-Charge and Project Manager will provide status updates to the City on a monthly basis (or more frequently as requested) and will inform the City of any problems encountered that will result in a delay in schedule. Prior to delivery to the City, all work is reviewed by the project manager and principal using a comprehensive checklist. This review time is built into the schedule and cost estimate for this project, including time for internal MIG revisions prior to City delivery.



Alamosa Downtown Design Plan

The City of Alamosa is the county seat of south-central Colorado’s Alamosa County and is home to almost 10,000 residents. With a downtown situated just west of the Rio Grande River, Alamosa was historically a major railroad center for the Denver and Rio Grande Railroad. A regional hub for education, retail, service, and medical facilities, Alamosa is also home to Adams State University and Trinidad State Junior College. The City also serves as a gateway to the Great Sand Dunes National Park and Preserve.

In 2017, the City of Alamosa completed a Comprehensive Plan update and a key recommendation was to explore a more detailed design effort for the historic core of the downtown. Community members overwhelmingly conveyed the message that they believe the downtown to be a critical element in the economic growth, quality of life, and historic character of the community.

MIG was hired in 2018 to lead the Downtown Design Plan, including branding, mapping, urban design, and a retail activation study. Through extensive public engagement and collaboration with the City of Alamosa and the Colorado Department of Transportation (CDOT), a preferred design concept for Main and Sixth streets emerged to better balance the corridor’s role as SH 160 and the community’s gathering place.

The Downtown Design Plan provides a framework to reinvigorate the Main Street of Alamosa’s downtown and enable the implementation of safe pedestrian crossings, a new Festival Street and Cultural Trail, improved bicycle facilities, and a sequence of dynamic public spaces tailored for the community. The project received a Governor’s Award in 2020 for best planning project.

PROJECT DETAILS

Firm: MIG

Client: City of Alamosa

Location: Alamosa, CO

Reference:

Heather Brooks, ICMA-CM
City Manager
(719) 589-2593
hbrosks@ci.alamosa.co.us

Dates: 2018 – 2019

Budget: \$190,000

Team: Jay Renkens

On Time and On Budget:

Project was delivered on time and on budget.



Street Section - Flexible Blocks:



GOALS	SCORE
Support and Grow Thriving Local Businesses	***
Make Main Avenue More Walkable and Bikeable	****
Create Memorable Experiences Unique to Durango	*****
Include and Invite all Local Residents and Visitors	*****
Ensure Flexibility & Resiliency Seasonally & Over Time	****
SPECIAL OPTION: FLEXIBLE FESTIVAL BLOCKS	

Durango Main Avenue Conceptual Streetscape Design

After implementing a successful “Bump-Outs for Businesses” program during the COVID-19 pandemic to allow Downtown businesses to expand their outdoor usable space into the public realm, the City of Durango recognized a growing desire from the community for permanent public space enhancements to the Main Avenue streetscape in the heart of Downtown. Working closely with the community and business owners, goals and measurable objectives were created to compare and contrast design alternatives. Based on feedback received, MIG created a preferred conceptual streetscape design.

Community feedback during the process varied greatly, with desires ranging from no change to a permanently closed pedestrian mall. To balance priorities and costs, the design ultimately includes two flexible (festival) blocks central to the corridor. This design allows for flexibility in use and resiliency over time. Character assessments and existing programming/activation were considered in selecting the location for these blocks. The flexible blocks are curbless and have high-quality paving materials, movable furniture, movable safety bollards, tree planters, overhead string lighting, and space for memorable public/private interfaces and public art. This process required creativity in use of public space, evaluation of trade-offs within a limited public right-of-way, and considerations for streetscape design within a National Historic District.

MIG is now working on implementing the design through to 100% construction documents.

PROJECT DETAILS

Firm: MIG

Client: City of Durango

Location: Durango, CO

Reference: Savannah Lytle
Planner III, City of Durango
(970) 375-4859
Savannah.Lytle@durangogov.org

Dates: 2021 – 2022

Budget: \$70,997

Team: Jay Renkens

On Time and On Budget:
Project was delivered on time and on budget.



Pueblo Union Avenue and Main Street Master Plan and Final Design

MIG served as a subconsultant to Bohannon Huston, Inc., on a Master Plan and design effort for Union Avenue and Main Street through the historic heart of Pueblo's downtown. Now the same team is working on the final design up to 100% construction documents. Union Avenue and Main Street are two parallel corridors that serve as the major thoroughfares in the downtown, but also serve as the commercial core. The City and the community have a desire to improve the safety of that area, and in turn, transform those two roadways into highly pedestrian-oriented urban places. While Union Avenue and Main Street are major thoroughfares, the roadways are designed to facilitate much more traffic than they are projected to carry, presenting an opportunity to reclaim some of the right-of-way and transform it for placemaking and pedestrian use. MIG's role on the Master Plan was to co-lead the community and stakeholder engagement for the design and lead the Urban Design and Landscape Architecture components of the concept design. Now on the final design, MIG is leading the landscape architecture.

PROJECT DETAILS

Firm: MIG

Client: City of Pueblo

Location: Pueblo, CO

Reference: Kelly Grisham
Senior Planner
City of Pueblo
(719) 553-2295
kgrisham@pueblo.us

Dates: 2020 – ongoing

Budget: \$156,000
(Master Plan + Final Design)

Team: Jay Renkens

On Time and On Budget:
Master Plan was delivered on time and on budget; final design anticipated for on-time and on-budget delivery.

4. Work Plan and Scope of Services

Our proposed work plan presents a detailed and logical series of tasks with the results of each phase creating the foundation for the next. Our approach uses resources efficiently while allowing City staff, decision-makers, property and business owners, stakeholders, and the community ample opportunity to review and comment on the vision and design alternatives. Our work plan includes all items identified in the Request for Proposal and additional tasks we feel are important to the project's success. We are confident we can complete the proposed scope of work within the City's desired timeline.

PHASE 1: PROJECT KICK-OFF

Task 1.1 Kick-Off Meeting: MIG will meet with City staff to initiate the project, gather data and information, finalize protocols and communication flows, discuss the stakeholder and community engagement process, and outline overall expectations and desired project outcomes. The kick-off meeting will also include a detailed review of the final scope, budget, and schedule. As part of this effort, MIG will prepare a consolidated request for information letter identifying background information and data needs for all aspects of the project.

Task 1.2: Community Engagement Plan: In partnership with City staff, MIG will develop an innovative Community Engagement Plan that identifies the tools, approach, and anticipated timing for major engagement touch points during the project. Our focus is to identify ways to get as many people to be part of the discussion as possible, including residents, businesses, employees, public and private partners, and other downtown stakeholders, to gain community input and buy-in for a shared vision for historic downtown Louisville. We have recommended specific outreach tactics and touch points in Phase 5 below, but we expect that we may revise the specific tools and timing with the City. We are adept at conducting a variety of activities, including visioning workshops, design charrettes, booths at community festivals, stakeholder interviews, community opinion questionnaires, youth forums, "town hall" meetings, and other focused techniques, to determine and refine the project vision, goals, objectives, and concept designs.

Task 1.3 Project Management and Coordination Plan:

In partnership with City staff, MIG will develop a Project Management and Coordination Plan that includes a detailed project schedule, scope, budget, key coordination touch points, progress meetings, and QA/QC plan. This will include regularly scheduled meetings and coordination with City staff, project team, and primary stakeholders. MIG uses a proprietary QA/QC process to ensure all project components meet or exceed project requirements and expectations. Building on decades of combined experience, MIG's Project Managers and Directors ensure that plans are accurate and coordinated across stakeholders and project team members, following MIG's QA/QC processes.

Phase 1 Key Deliverables:

- » Request for Information/Data Collection Letter (Microsoft Word/PDF Format)
- » Community Engagement Plan (Microsoft Word/PDF format)
- » Project Management and Coordination Plan (Microsoft Word/PDF format)

PHASE 2: ANALYSIS AND VISIONING

Task 2.1 Background Document Review: MIG will focus our review of relevant background documents as directed by City staff. Staff will be asked to identify salient portions of any plans, studies, and policies with recommendations and elements that are relevant to the conceptual design of downtown Louisville's Main Street, Boulder Road, and associated public spaces. While the RFP supplied many such documents, it is crucial the team understands their context for existing and previous projects, progress, implementation timelines, successes, and lessons learned.

Task 2.2 Existing Conditions Assessment: The Existing Conditions Assessment will include a summary of how existing City documents, plans, and programs relate to the Vision Plan. The assessment will also include base maps and diagrams identifying existing transportation infrastructure, land use, businesses categorized by type, public parks, plazas, existing signage and wayfinding, and amenities relevant to this effort. Base drawings extents will include the corridor indicated in the RFP map.

City staff will be responsible for providing feedback on the base drawings and assessment. At the culmination of the project, MIG will provide the City with the working map files and other associated CAD and/or geospatial files developed during the process.

Task 2.3 Parking, Traffic, and Mobility Report: The MIG Team will utilize existing City data, modeling, and aerial imagery to inventory existing public parking supply and study existing traffic and mobility challenges within the study area. We will identify key gaps in the network including missing segments and barriers posed by major street crossings, railroads, grade changes, and similar factors. The MIG Team will utilize City data, aerial imagery, and site visits to inventory and assess existing traffic and mobility connectivity to/from the Study Area corridors to include at-grade street crossings, railroad crossings, bike and pedestrian connectivity, and/or underpass/overpass connectivity.

The Vision Plan will be assessed for parking and mobility impacts, and we will recommend strategies for the City to consider to offset any public parking lost as part of the concept design alternatives and to alleviate existing traffic and mobility issues.

Task 2.4 Best Practices Review and Memo: Best practices and examples from similar communities relating to downtown streetscape, public spaces design, signage and wayfinding, and downtown mobility will be identified and summarized to showcase key takeaways as they relate to and could inform the Vision Design and concept designs for Louisville's historic downtown. A summary memo will be provided.

Task 2.5 Vision and Objectives: The MIG Team will develop a vision and objectives unique and specific to the design of Louisville's historic downtown. Input will be gathered through a community questionnaire (see Task 5.3) and numerous community and stakeholder meetings. Using this input, MIG will develop a preliminary vision statement and associated objectives, which will be provided to staff, stakeholders, and decision-makers for review and refinement. The vision and objectives will be used to help inform the design process and evaluate Vision Plan and conceptual design alternatives.

Phase 2 Key Deliverables:

- » Existing Conditions Assessment, including background document summary and base drawings
- » Parking, Traffic, and Mobility Report
- » Best Practices Memo
- » Vision Statement and Objectives

PHASE 3: VISION PLAN AND TRANSFORMATIVE PROJECTS

Task 3.1 Vision Plan Alternatives and Evaluation: MIG will prepare two Vision Plan alternatives. The two alternatives will highlight distinct design elements, multimodal facilities, public realm amenities, gathering space/plaza opportunities, signage and wayfinding studies, parking impacts, and rights-of-way impacts. Alternatives will build off and be measured against the vision and objectives developed earlier in the process. We will provide two distinct vision alternatives and an easy-to-understand summary of metrics and trade-offs for the community, staff, and stakeholders to inform input and feedback. Two rounds of draft reviews will be provided for review by City staff and/or critical agencies/stakeholders.

The Vision Plan alternatives will be primarily communicated by graphic visualizations completed in industry-standard software such as Sketchup and Photoshop, and will each include at minimum one illustrative plan-view diagram including land-use and streetscape elements and one birds-eye rendering. Each alternative will be supported with precedent imagery showcasing distinguishing elements and design treatments.

Task 3.2 Preferred Vision Plan: Based on feedback related to the two conceptual design alternatives, MIG will create a single preferred Vision Plan for the corridor area. This plan will apply preferred design elements to identity and wayfinding signage; aesthetic character to include furnishings, landscape, and public art and sculpture; and public amenities such as patio spaces, social gathering spaces, and design objectives related to key structures such as the Stenbaugh Pavilion and special events such as the Street Faire and Farmer's Market. The preferred vision will also factor in mobility including a map of proposed mobility recommendations and stakeholder feedback as outlined in Phase 5. The preferred vision plan will likely include elements from both alternatives.

The preferred Vision Plan will primarily be communicated by visualizations completed in CAD, Sketchup, and Photoshop including a CAD-based drawing for the entire corridor, an illustrative plan-view diagram, land-use designations, and two 3D streetscape cross-sections.

Task 3.3 Transformative Ideas/Concept Design: Following feedback from Task 3.2, our project team will focus on developing Prototypes, Typologies, and/or sub-area designs found to be crucial or of strategic importance as they relate to the Vision Plan—to serve as catalytic, transformative design scenarios. These study areas and/or concepts will be agreed upon for more detailed study by the City and project team. This may include but is not limited to streetscape sections, signage and wayfinding graphics, sidewalk and crosswalk improvements, ADA accessibility, plaza design, streetscape amenity zone design, transformative public space projects, and/or design typologies that can be applied throughout the corridor. These Transformative Ideas will primarily be communicated by graphic visualizations completed in CAD, Sketchup, and/or Photoshop and Lumion 3D modeling software.

Phase 3 Key Deliverables:

- » For the preferred Vision Plan: One illustrative plan-view diagram, one birds-eye illustrative rendering, one CAD-based drawing for the entire corridor, and supportive precedent imagery.
- » For each of the Transformative Ideas study areas/ concepts: A combination of 2D and 3D illustrative drawings to include illustrative plans, 2D sections, 3D eye-level perspectives, axonometric drawings, birds-eye views, and/or eye-level perspectives.

PHASE 4: IMPLEMENTATION AND DOCUMENTATION

Task 4.1 Preliminary Cost Estimate: MIG will complete a preliminary Magnitude of Cost estimate for the Transformative Ideas completed in Phase 3. This estimate may include but is not limited to items such as sub-surface and above-grade infrastructure improvements or relocations; streetscape improvements such as furnishings and hardscape materials; multimodal infrastructure improvements such as bus stops, parking facilities, or ROW improvements; and/or landscape/planting improvements.

Task 4.2: Capital Improvement Plan (CIP) Phasing Plan: Following completion of the cost estimate, the team will complete a CIP phasing plan extended to 15 years. This will be developed as a graphic diagram that identifies key projects, timeline, and sequence and how each project relates to each other as well as the larger Vision Plan. The Phasing Plan will happen in conjunction with City staff to understand implementation priorities related to the Vision Plan and Concept Plans. MIG can also help identify applicable opportunities for local, state, and federal funding sources to assist in implementation.

Task 4.3: Compiled Final Report: MIG will compile all final deliverables from the effort into one PDF document for City records, including all key deliverables as identified in this Work Plan. The Report will include a cover page and linked table of contents.

Phase 4 Key Deliverables:

- » Preliminary Cost Estimate (Excel and PDF)
- » Capital Improvement Phasing Plan and Diagram (PDF)
- » Compiled Final Report (PDF)

PHASE 5: ONGOING COORDINATION AND ENGAGEMENT

Task 5.1 Bi-weekly Project Team Meetings: This task includes bi-weekly coordination calls throughout the project schedule. If meetings are not needed at this frequency, scheduled calls can be reduced. Bi-weekly meetings enable us to discuss deliverables, upcoming milestones, community engagement tools and events, schedule, and emerging issues/strategies. MIG will provide an agenda for each meeting.

Task 5.2 Ongoing Project Management and Coordination: In addition to regularly scheduled meetings and calls, it is anticipated that MIG will participate in ongoing virtual and in-person project coordination and communication with City staff and between team members. MIG will also prepare monthly invoices for review and approval by the City.

Task 5.3 Community Questionnaire: A community questionnaire will be launched early in the process to understand the community’s values related to the future of downtown Louisville and to inform a vision and objectives unique and specific to the Vision Plan. MIG will generate a first draft in Word format for staff review. An online questionnaire will also be provided in a PDF format for staff to print and distribute to local gathering places. City staff will be responsible for entering hard-copy responses into the online questionnaire. MIG will provide a memo summarizing the results and the input will be used to generate the vision and objectives in Task 2.5.

Task 5.4 Stakeholder Site Walk and Urban Quality Assessment: In conjunction with broader public feedback approaches described in Task 5.3 and 5.5, MIG will prepare materials for a stakeholder site walk of up to 20 people. Additional site walks can be determined during the crafting of the Community Engagement Plan outlined in Task 1.2. Groups identified for these site walks could include but are not limited to the OSAB, PPLAB, LSAB, LLC, LRC, DBA, Downtown Residential District, Youth Advisory Board,

and other stakeholders identified by MIG and/or the City during the project. By having all key stakeholder groups onsite during one time, a shared understanding of existing conditions and a shared vision and project objectives can be more readily agreed upon.

The MIG Team will lead stakeholders through the corridor and complete an Urban Quality Assessment (UQA). The UQA will ask participants a range of quantitative and subjective analysis questions related to the corridor’s existing conditions and perceptions including topics such as Protection (protection against traffic and accidents, perceptions of safety and security); Comfort (climate, places for sitting, places for viewing and playing), and Enjoyment (human scale, climate, aesthetic qualities like architectural character, furnishings conditions, landscaping). Through the UQA, the MIG Team will gain invaluable stakeholder feedback as well as data to provide consensus on existing conditions, opportunities, and issues within the study corridor.

Task 5.5 Community Engagement Events: Public participation is the cornerstone of the MIG approach to design and planning. MIG has developed a full array of tools to communicate virtually with community members. Community engagement meetings will utilize existing community events including attendance at one Farmer’s Market event, one Street Faire, and two public outreach meetings. The purpose of these meetings is to fully involve the downtown community in the Vision Plan design process and ensure their input and interests are heard and reflected in the updated plan. The MIG Team will work closely with the City to schedule and organize up to four in-person community engagement events.

Event #1 at the Street Faire: The first community engagement event will be focused on sharing results from the community questionnaire and existing conditions analysis to help craft a vision statement and objectives for the Vision Plan.

Event #2 at the Farmer’s Market: The second community engagement event will be focused on reviewing and providing feedback on the vision plan alternatives.

Event #3: The third community engagement event will be focused on reviewing and providing feedback on the preferred Vision Plan.

Event #4: The final community engagement will be focused on reviewing and refining the Transformative Ideas/Concept Designs.

City staff will be responsible for advertising these meetings through outreach and typical stakeholder channels. City staff will be responsible for printing/providing all hard-copy materials. MIG will include an approach to direct outreach in the Public Engagement Plan.

While nothing replaces in-person engagement, MIG is highly proficient in facilitating community meetings by using a variety of tools such as video conferencing (Zoom), Bang the Table, screen sharing, graphic notetaking (Mural), virtual polling (Mentimeter), video messaging, and map-based questionnaires. We provide training and orientation in every meeting to ensure people are comfortable with the virtual tools to ensure that participation is not hindered. In addition to the in-person engagement events, MIG will provide online, virtual engagement tools to enhance the in-person meetings. We have found that pairing in-person meetings/ events with supplemental online methods is an extremely effective approach to reaching participants where they are and capturing a true cross-section of the community.

This approach may be used for one or any combination of the events. City staff will be responsible for securing a venue and promotion of these engagement opportunities to the public. The meetings will be attended by the project team members most relevant to the topics being discussed.

Task 5.6 Feedback and Summary Meetings: After completing the draft of the Vision Plan and associated Transformative Projects, the MIG Team will present the draft at a combined Stakeholder and Agency meeting with the same groups that were part of Task 5.4. This can be a hybrid remote/in-person meeting.

Task 5.7 Engagement Summary: MIG will provide a memo that succinctly summarizes and evaluates the feedback collected during each step of public and stakeholder outreach. This will be an iterative document that is added onto throughout the process.

Phase 5 Key Deliverables:

- » Questionnaire draft in Word, questionnaire in online platform, and results memo
- » Stakeholder meeting agendas, presentations, engagement tools/materials, and meeting summaries
- » Urban Quality Assessment Report
- » Community engagement agendas, presentations, engagement tools/materials, and meeting summaries
- » Public Engagement Summary

SUBJECT: RECAP OF 2023 WORK PLAN AND STATUS UPDATE

DATE: AUGUST 23, 2023

PRESENTED BY: APRIL KRONER, ECONOMIC VITALITY MANAGER

SUMMARY:

The following is intended to provide a brief recap of how the current 2023 Work Plan was arrived at, and how it incorporates the recommendations from the DCI Downtown Strategy Report (“Report”). As there have been some discussions at recent meetings about potentially considering other initiatives that the LRC may wish to undertake, I am recapping the current workplan and DCI recommendations that are intended to be worked on for the remainder of 2023. In addition, I have provided a status update on each of the projects on the current work plan.

DISUSSION:

January 9, 2023:

- The Louisville Revitalization Commission (LRC) held a meeting to prioritize initiatives and actions that could realistically be achieved or initiated in 2023.
 - The initiatives discussed utilized those in the existing LRC work plan as well as recommendations from the DCI Report.
- Staff recommended that the LRC come to consensus on the top 5-10 initiatives and provide further direction on “Potential Actions” desired to achieve the initiative where appropriate.

February 8, 2023:

- Based on the feedback provided at the January 9, 2023 work planning session, staff developed a draft 2023 LRC Work Plan and Advanced Agenda. Other projects that were not identified as priorities are listed as “future” projects to be considered at a later time.
- The 2023 LRC Work Plan was developed using the existing LRC Work Plan and recommended initiatives outlined in the Downtown Colorado Inc. (DCI) October, 2022 Downtown Strategy Report.
- The 2023 Work Plan is intended to distill the Louisville Revitalization Commission’s highest priority projects for this year and begin to allot time on upcoming agendas as needed to advance the projects.
- Based on the input from this meeting, the 2023 LRC Work Plan was created and presented at the March 8, 2023 meeting.

SUBJECT: RECAP OF 2023 WORK PLAN AND STATUS UPDATE

DATE: AUGUST 23, 2023

PAGE 2 OF 2

RECOMMENDATION:

Staff recommends LRC identify any changes/revisions desired to the remainder of the 2023 Work Plan.

ATTACHMENTS:

- Attachment 1: 2023 Draft Work Plan with Status Updates
- Attachment 2: DCI Strategy Table for LRC from DCI Downtown Strategy Report, October, 2022



Louisville Revitalization Commission
2023 Work Plan Prioritization Table



2023 Priority Projects & Status Update, August, 2023

Project	Potential Steps	Timeline	Estimated Number of Meetings	Funding	Status as of August 23, 2023
Outdoor Ice Rink (new project added due to rink vendor indicating they were not going to do any longer)	See Status	Q2-Q3 Project was added in Q2	5+	Approx \$425,000	<ul style="list-style-type: none"> Amended LRC budget for \$300K. In process developing Coop Agreement for LRC/City Council for ice rink equipment and operations. Need to adjust 2023 budget to move funds from an expense line item not being utilized to fund remaining \$125K for project. Will do before end of year. Vendor selected, contract completed, equipment orders underway and planning for event season underway.
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	Approx \$150,000	Contract being developed and project should be underway in September.
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	Not started



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



Project	Potential Steps	Timeline	Estimated Number of Meetings	Funding	Status as of August 23, 2023
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	<ul style="list-style-type: none"> Coop Agreement amended. Considered incentive programs per DCI recommendations; in process expanding Façade Imp Program into Property Improvement Program to fund a variety of building/site improvements and upgrades.
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	<ul style="list-style-type: none"> Energy efficiency upgrades to be included in Property Improvement Program. Not started on EV charging grants; sustainability team partnering with PACE on variety of items to support businesses.
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	LRC decals are completed and ready for distribution. Updating of marketing materials and materials for new PI incentive will be worked on when program is ready to launch and into 2024.
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	<ul style="list-style-type: none"> DRCOG grant awarded (\$3M) <i>Need to engage with Council on funding considerations soon – Q3 or Q4.</i>
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	Not started. Staff can coordinate this meeting between LRC and DBA as desired. DRC completed retreat in July of 2023 so has established their goals/items to work on.
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	Not started. Can be considered once the new PI incentive program is completed.



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



Project	Potential Steps	Timeline	Estimated Number of Meetings	Funding	Status as of August 23, 2023
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	Need to connect with public works for update.
SBR Corridor Plan	<ul style="list-style-type: none"> • DRCOG corridor planning grant • Engage in planning and design 	Q3-Q4	1-2	N/A	Not initiated.
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	This is likely to be delayed for consideration until AFTER completion of the Downtown Streetscape Vision plan is completed in early 2024.
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	Just kicking off as new Planning Manager is onboard. Plan 18-24 mos process.
Façade Improvement Program Application Review	<ul style="list-style-type: none"> • Review and approve applications • Expand marketing materials 	Q1-Q4	As needed	\$300,000	Ongoing
Development Assistance Application Review	<ul style="list-style-type: none"> • Review proposals and develop incentive agreements 	Q1-Q4	As needed	TBD	Ongoing (1 direct assistance request under consideration)
Downtown Street Light Conversion	<ul style="list-style-type: none"> • Potential project update 	TBD	1	\$480,000	On Hold – dependent on Downtown Streetscape Plan
Downtown ADA Project	<ul style="list-style-type: none"> • Potential project update 	TBD	1	\$120,000	On Hold – dependent on Downtown Streetscape Plan
Electric Vehicle Charging Stations	<ul style="list-style-type: none"> • Potential project update 	TBD	1	\$26,000	On Hold – dependent on Downtown Streetscape Plan
Downtown Conduit and Paver Repair	<ul style="list-style-type: none"> • Potential project update 	TBD	1	\$420,000	On Hold – dependent on Downtown Streetscape Plan



Louisville Revitalization Commission
2023 Work Plan Prioritization Table



Other Potential Projects - Status Update, August, 2023

None of the projects below have commenced. EV Staff workload has not allowed for time to work on items other than the priority 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

DCI Strategy Table for LRC

Local Business Support
 Mgmt + Coordination
 Enhance Connectivity
 Improve the Experience
 Themes:

STAFFING + CONTRACTS	Pg. #	Funding	Workplan Priority	Outreach Impacts		Plan Area Location				
				Comms Plan	Direct Engage	Dtwn	Hwy 42	DeLo	S. Bo Rd.	
DBA Engagement	DCI 3a2, 6d	\$\$				X	X	X		
Marketing Strategy for URA Area	WP 6b, DCI 4b	\$\$	In Process	X		X	X	X	X	
Site Analysis / Pro Forma	DCI 5a, 5b	\$				X	X	X	X	
URA Director Position	DCI 3a1	\$\$								
Community / Small Business Survey	DCI 5b	\$		X	X	X	X	X	X	
Market Study	DCI 5c	\$		X	X	X	X	X	X	
PRE-APPROVED FUNDS FOR SMALL MOVES										
Arts + Culture Activities	DCI 7e	\$\$			X		X	X	X	
“First Impression” Visual Cues	DCI 1e	\$			X		X	X	X	
Paint Murals, Streets, or Signs	DCI 1g	\$			X	X	X	X	X	
Alleyway Enhancements	DCI 1f	\$\$			X	X	X	X	X	
Placemaking + Activation	DCI 1d, 7f	\$			X	X	X	X	X	
Streetscape Enhancements	DCI 7a	\$\$\$				X	X	X	X	
Terraces + Patios	DCI 7c	\$		X	X	X	X	X	X	
DBA > BID Formation	DCI 3d	\$		X	X	X	X	X		
Historic Structure + Code Improvements	DCI 7b	\$		X		X				
Resilience + Climate Impacts	DCI 7d	\$\$		X	X	X	X	X	X	
COORDINATION FOR INCREMENTAL CHANGE										
Activation with Water Features	DCI 1h	\$\$\$					X	X		
Downtown Streetlights	WP 3c	\$\$\$	Med				X	X	X	
Gateway Art + Cues	DCI 1a, 2b	\$\$		X	X	X	X	X	X	
Sidewalk + Landscape Improvement	WP 1g, 4c, DCI 1c	\$\$	In Process / Med	X	X	X	X	X		
Undergrounding Utilities	WP 2b	\$\$	In Process	X	X		X			
Wi-Fi Improvements	WP 3a	\$\$	High	X	X	X		X		
Incentives for EV Charging Stations	WP 1f, DCI 2f	\$	TBD	X		X	X	X	X	
Inventory All Local Events in URA Area	DCI 6d	\$		X	X	X	X	X	X	
Plans for On-Street Bike Networks, Bike Parking	WP 1c, DCI 2d	\$\$	High	X		X	X	X		
Shuttle Service to CTC	DCI 2c	\$\$\$		X		X	X	X		
Marketing + Comms Materials for LRC	WP 6a, DCI 4a	\$	In Process	X	X	X	X	X	X	
Cooperative Incubator	DCI 6b	\$\$		X	X	X			X	
Innovation Center	DCI 6a, Catalyst 7	\$\$\$		X	X	X			X	
Small Business Retention / Cap-Ex Support Plan	DCI 3c, 6a, 6c	\$\$		X	X	X	X	X	X	
LONG-TERM PLANNING										
Reprogram Parking Lots	DCI 1c	\$				X	X	X	X	
Sidewalk Improvements - Eval and Install	WP 1e,2a,2e, DCI 1b	\$\$\$	Med				X	X		
Street Furniture and Fixtures - Eval and Install	WP 1d, DCI 1b	\$\$\$	Low				X	X		
Connectivity Network Plan	WP 3b, 4b, DCI 4a	\$\$\$	Low	X	X	X	X	X	X	
Implement District Wayfinding Signage	WP 1a, DCI 2a	\$\$	Low	X	X	X	X	X	X	
Underpass Improvements	WP 2c,2d, DCI 2b	\$\$\$	High	X	X		X		X	
Communicate Redevelopment Strategy	WP 5d, DCI 4b	\$	High	X	X	X	X	X	X	
Parking Lots - Management	WP 2f, DCI 2e	\$\$	TBD	X	X	X	X	X	X	
Public Infrastructure Assistance Plan	WP 5e	n/a	TBD		X	X	X	X	X	
Repurpose Large Box Space	DCI 6a, Catalyst 4	\$\$		X	X	X			X	

Items found only in the existing LRC Workplan Items found in DCI Recommendations and LRC Workplan

**SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: MOXIE
BREAD CO @ 641 MAIN STREET**

DATE: AUGUST 23, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Staff received an application for 2023 Façade Improvement Program reimbursement from Moxie Bread Co for their bakery located at 641 Main Street.

DISCUSSION:

Moxie is a bakery located at 641 Main Street in Louisville. 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 representative Laura Fessenden indicated that the building was constructed in 1882 and also provided a letter of authorization from the property owner (Two Raccoons Inc). Ms. Fessenden estimated the total cost of improvements to be \$38,180. Under the program funding structure, the first \$15,000 would be 100% reimbursable while the remaining \$23,180 would be reimbursed at 75%. This results in a total reimbursement of \$32,385. The proposed improvements include:

- Adjust grading of yard for better drainage and cover with pea gravel and wood mulch (\$5,175);
- Install solar shades for outdoor customer seating area in back (\$2,300);
- Add new café lighting for outdoor dining/events (\$6,325);
- Incorporate new planters and irrigation (\$13,800);
- New sand and shades for sandbox area (\$5,750); and
- Planting 4 new trees in the backyard (\$4,830).

Moxie originally submitted a Façade Improvement Program application in March 2022. During the review process, it was determined that there was no recorded Planned Unit Development (PUD) and Special Review Use (SRU) for the property. Therefore, the application could not move forward until the approved PUD and SRU was signed and recorded. Staff received the signed document in July 2023.

Following the recordation of the PUD and SRU, Moxie indicated that they wished to move forward with the previously proposed improvements. The applicant was not able to receive an updated estimate, but staff and the applicant agreed to add a 15% inflation contingency to the previously submitted estimate to account for any increase in construction costs. The 15% increase results in a total estimated cost of \$38,180, of which, \$32,385 would be reimbursed.

SUBJECT: FAÇADE IMPROVEMENT PROGRAM APPLICATION: MOXIE BREAD CO

DATE: AUGUST 23, 2023

PAGE 2 OF 2

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

Because the building was constructed prior to 1955, any changes to the structure would require Historic Preservation Commission (HPC) review. However since the proposed improvements are all exterior, no HPC review was required. Planning reviewed the request and determined that the lighting improvements may require changes to the existing SRU. The applicant will work with Planning to determine what process will be required. The applicant will also 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 from Moxie Bread Co in the amount of \$32,385.

ATTACHMENT(S):

1. Moxie Bread Co Program Application
2. Application Review and Summary
3. Façade Improvement Grant Agreement

Moxie

641 Main Street

Façade Improvement Program proposed improvements:

- Adjust grading of yard for better drainage.
- Landscape cover with mulch and gravel.
- Install solar shades for outdoor customer seating area (back).
- Lighting for outdoor dining/events.
- Improve planters and irrigation.

Moxie Bread Co.

641 Main Street

REVISED (8/14/23) Façade Improvement Program proposed improvements:

- Adjust grading of yard for better drainage and cover with pea gravel and wood mulch (\$5,175);
- Install solar shades for outdoor customer seating area in back (\$2,300);
- Add new café lighting for outdoor dining/events (\$6,325);
- Incorporate new planters and irrigation (\$13,800);
- New sand and shades for sandbox area (\$5,750);
- Planting 4 new trees in the backyard (\$4,830)

DH Construction
 194 McDonald Ct.
 Erie, CO 80516
 c. 303-594-6814
 dhconstructionerieco@gmail.com

2022 Estimate. A 15% contingency has been added to the 2023 Estimate.

Estimate

Date	Estimate #
3/20/2022	14

Name / Address
Andy Clark

			Project
Description	Qty	Cost	Total
Items to upgrade and improve the landscaping at Moxie Co. Adjust grade of the backyard for better drainage- cover with pea gravel and wood mulch.		4,500.00	4,500.00
Design, build and install solar shades for back patio seating area.		16,000.00	16,000.00
Makeover the sandbox area with new sand and shades.		5,000.00	5,000.00
Incorporate cafe lighting for evening events over the back patio.		5,500.00	5,500.00
Add to existing landscaping and incorporate new planters and irrigation.		12,000.00	12,000.00
4 new trees planted in back yard		4,200.00	4,200.00
		Total	\$47,200.00

Customer Signature _____

DH Construction

194 McDonald Ct.

Erie, CO 80516

c. 303-594-6814

dhconstructionerieco@gmail.com

Estimate

Date	Estimate #
3/20/2022	14

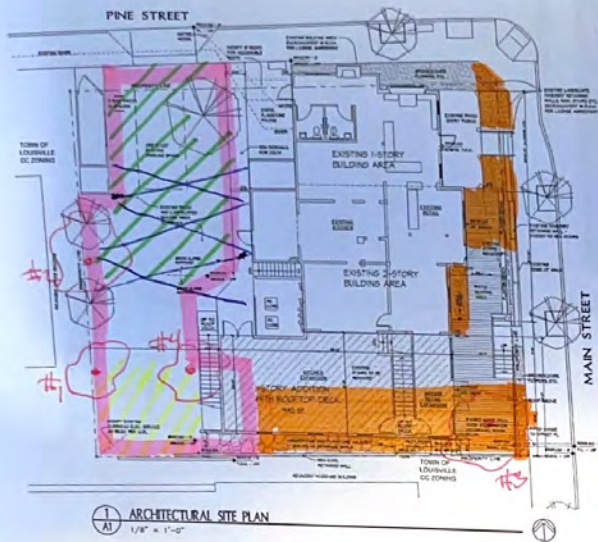
Name / Address
Andy Clark

Project

Description	Qty	Cost	Total
Items to upgrade and improve the landscaping at Moxie Co.			
Adjust grade of the backyard for better drainage- cover with pea gravel and wood mulch.		4,500.00	4,500.00
Design, build and install solar shades for back patio seating area.		16,000.00	16,000.00
Makeover the sandbox area with new sand and shades.		5,000.00	5,000.00
Incorporate cafe lighting for evening events over the back patio.		5,500.00	5,500.00
Add to existing landscaping and incorporate new planters and irrigation.		12,000.00	12,000.00
4 new trees planted in back yard.		4,200.00	4,200.00
		Total	\$47,200.00

Customer Signature _____

FINAL PUD & SRU
MOXIE BREAD COMPANY - ADDITION
641 MAIN STREET
 LOUISVILLE OLD TOWN, BLOCK 5,
 EAST 87.5' OF THE SOUTH 1/2 LOT OF 21 & EAST 87.5' OF LOT 22



ARCHITECTURAL SITE PLAN
 1/8" = 1'-0"

SHEET INDEX		PROJECT DIRECTORY	
NO. 1	Site Plan, Proposed Size & Site Plan	NO. 1	Site Plan, Proposed Size & Site Plan
NO. 2	Final PUD	NO. 2	Final PUD
NO. 3	Final SRU	NO. 3	Final SRU
NO. 4	Final PUD & SRU	NO. 4	Final PUD & SRU

PROJECT DATA			
PROJECT LOCATION: 641 Main St, Louisville, CO 80027			
PROJECT DESCRIPTION: This project consists of a new one story addition to the existing building at 641 Main Street. The addition will be constructed of new construction materials with a finished exterior of a light tan stone, and new exterior paint being white. The building will be used for retail and office space.			
ZONE DISTRICT:	O2 - Commercial Community		
PROPERTY AREA:	6,100 sq ft		
EXISTING 1-STORY BUILDING AREA:	2nd Level	610 sq ft	
EXISTING 2-STORY BUILDING AREA:	1st Level	1,734 sq ft	2,344 sq ft
NEW BUILDING AREA:	1st Level	833 sq ft	833 sq ft
TOTAL BUILDING AREA:		2,811 sq ft	3,647 sq ft
TOTAL BUILDING AREA (BASED ON GRADE):		2,811 sq ft	3,647 sq ft
PARKING AREA:		1,200 sq ft	1,200 sq ft
PARKING REQUIRED:	2 spaces (1 existing and 1 new)		
PARKING PROVIDED:	2 spaces		
BUILDING HEIGHT ALLOWED:	35'		
REMARKS:	This plan shows the addition of a new one story building to the existing building at 641 Main Street. The addition will be constructed of new construction materials with a finished exterior of a light tan stone, and new exterior paint being white. The building will be used for retail and office space.		

SIGNATURES

Owner/Developer Signature: _____
 Name: _____
 Title: _____

City Clerk Signature: _____
 Name: _____
 Title: _____

Professional Engineer Signature: _____
 Name: _____
 Title: _____



HARTKRAFT ASSOCIATES
 Planning
 400 Main Street, 4th Floor
 Louisville, CO 80027
 TEL: 303-457-7400
 FAX: 303-471-8111

MOXIE BREAD CO ADDITION
FINAL PUD AND SRU
 641 Main St, Louisville, CO 80027

PROJECT # 2021
DATE: 08/03/21
DRAWN BY: JLD
CHECKED BY: JLD
REVISIONS:

COVER SHEET
PROJECT DATA
SITE PLAN
SCHEDULE

Sheet
A1
 1 of 8 Sheets

View of Existing
Outdoor Seating Area
(Behind Bakery)



Austin Brown

From: Laura Fessenden <laura@moxiebreadco.com>
Sent: Monday, April 11, 2022 10:06 AM
To: Austin Brown
Cc: Andy Clark
Subject: Fwd: Estimate 14 from Dylan Hunter

Good morning Austin,
Here is our letter of approval from the property owner. Please let me know if you need anything else! We are excited to get started on these changes.

Thanks,
Laura

----- Forwarded message -----
From: **sheri levine** <plum.wonderful@yahoo.com>
Date: Mon, Apr 11, 2022 at 9:55 AM
Subject: RE: Estimate 14 from Dylan Hunter
To: Laura Fessenden <laura@moxiebreadco.com>
Cc: Andy Clark <moxielox@gmail.com>

Good morning,

This is Sheri Levine, I own the building at 641 Main Street in Louisville Colorado.

I am very excited about the proposal to enhance the corner of Main Street. I approve and endorse the addition of the trees and other improvements at 641 Main Street.

Thank you for your time,

My Best

Sheri Levine

Sent from [Mail](#) for Windows

==CAUTION: EXTERNAL EMAIL==

Facade Improvement Program Review

Business name:	Moxie Bread Co
Address:	641 Main St
Contact Person:	Laura Fessenden
Phone:	720-420-9616
Email:	laura@moxiebreadco.com
Is applicant the property owner?	No
Property owner (if different):	Sheri Levine
Building square footage:	2,400 SF
Year building was constructed:	1882

Estimated total cost of improvements:	\$38,180.00
Façade funding requested from LRC:	\$32,385.00
Anticipated Project Start Date:	9/5/2023
Anticipated Project Completion Date:	5/31/2024

Summary of Improvements

Adjust grading of yard for better drainage and cover with pea gravel and wood mulch (\$5,175);
 Install solar shades for outdoor customer seating area in back (\$2,300);
 Add new café lighting for outdoor dining/events (\$6,325);
 Incorporate new planters and irrigation (\$13,800);
 New sand and shades for sandbox area (\$5,750);
 And planting 4 new trees in the backyard (\$4,830).

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:	7/21/2023
Initial EV Review:	7/21/2023
Date of Complete Application:	8/10/2023
HPC Review:	N/A
Planning Review:	7/21/2023
LRC Review:	8/23/2023
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 **MOXIEBROT BAKING UNLIMITED LLC** doing business as Moxie Bread Co (“Recipient”), the commercial tenant of the building located at 641 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 commercial tenant of the building (the “Building”) located at 641 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 and 75% of certified Eligible Improvement costs between \$15,000.01 and \$50,000.

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 May 31, 2024, 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:

Moxie Bread Co
641 Main Street
Louisville, CO 80027
laura@moxiebreadco.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:

MOXIE BREAD CO

By: _____

Name: _____

Title: _____

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

ATTEST:

Corrie Williams, Secretary

**SUBJECT: FAÇADE IMPROVEMENT PROGRAM AGREEMENT
AMENDMENT: AMTERRE PINE LLC @ 1130 – 1140 PINE
STREET**

DATE: AUGUST 23, 2023

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

Amterre Pine LLC notified staff that they would not be able to complete the proposed improvements included in their Façade Improvement Program application that was approved by the LRC on June 14. Instead, the applicant wishes to amend its existing agreement to revise the proposed improvements.

DISCUSSION:

The LRC previously approved a Façade Improvement Program application for Amterre Pine LLC to make improvements to Pine Street Plaza at 1130-1140 Front Street. The current tenants include Mountain High Appliance, Down Under Wine & Spirits, and The Little Groomer. Amterre Pine LLC owns and operates the building. The approved request was for \$32,250 and included the following improvements:

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

As part of the approval process, the LRC entered into a Façade Improvement Grant Agreement with Amterre Pine LLC (*Attachment #1*). This agreement authorizes the LRC to reimburse the applicant for the proposed improvements included in *Exhibit A*. Applicant and property owner Mike Kranzdorf indicated that the originally proposed improvements are not feasible and wished to update his request. The proposed stucco is too heavy, so he instead proposes to leave the drywall in place and add a continuous vent and/or drip edge to the outside seam. Mr. Kranzdorf indicated that the estimated cost will remain about the same and is not requesting a change to the reimbursement amount.

In order to receive reimbursement for these new changes, the applicant must enter into an Amended Agreement with the LRC, which includes a new *Exhibit A*. Staff has prepared an Amendment Agreement (*Attachment #2*) which would formally revise the proposed improvements.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Façade Improvement Grant Agreement with Amterre Pine LLC.

SUBJECT: FAÇADE IMPROVEMENT PROGRAM AGREEMENT AMENDMENT

DATE: AUGUST 23, 2023

PAGE 2 OF 2

ATTACHMENT(S):

1. Façade Improvement Grant Agreement with Amterre Pine LLC
2. First Amendment to Façade Improvement Grant Agreement

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“Agreement”) is made and entered into this 14th day of June, 2023. (“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.

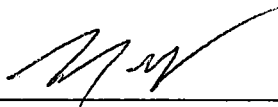
8. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the LRC, the City, and Recipient, and nothing contained in this Agreement shall give or allow any such claim or 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:

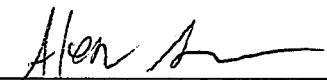
AMTERRE PINE LLC

By: 

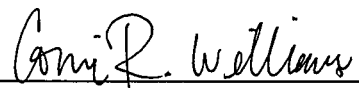
Name: Amterre Pine LLC by Michael Kranzler

Title: Manager

LOUISVILLE REVITALIZATION COMMISSION

By: 
Alexis Adler, Chair

ATTEST:


Corrie Williams, Secretary

FIRST AMENDMENT TO FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FIRST AMENDMENT TO FAÇADE IMPROVEMENT GRANT AGREEMENT (“First Amendment”) is made and entered into as of the _____ day of _____, 20____ (“Effective Date”), by and between the LOUISVILLE REVITALIZATION COMMISSION (the "LRC"), and AMTERRE PINE LLC (the “Recipient”).

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, Recipient was awarded a grant under the Program, and entered into that certain Façade Improvement Grant Agreement, dated June 14, 2023 (“Original Agreement”), by which Recipient was awarded a grant to offset a portion of the eligible costs associated with the Recipient’s proposed façade improvements; and

WHEREAS, by this First Amendment, the Parties desire to amend the 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 finds the execution of this First Amendment to amend the Eligible Improvements will advance the interests of the LRC under the Urban Renewal Law and the Plan.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Recipient agree as follows:

Section 1. The Eligible Improvements set forth in Exhibit A of the Original Agreement are hereby amended by this Exhibit A.

Section 2. Except as amended by this First Amendment, the Original Agreement shall remain in full force and effect and binding on the parties in accordance with its terms. All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement.

This First Amendment is effective as of the Effective Date.

AMTERRE PINE LLC

By: _____

Name: _____

Title: _____

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Chair

ATTEST:

Secretary