

Revitalization Commission

Agenda

Wednesday, March 20, 2024
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 February 18, 2024 and March 6, 2024 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. Comprehensive Plan Update
 - b. 2024 Ice Rink Commitment
 - c. Potential Financing Scenarios Overview
8. Discussion Items for Future Meetings
 - a. Property Improvement Program
 - b. South Street Underpass Funding
 - c. Executive Session for Property Acquisition
 - d. Façade Improvement Program Applications
9. Commissioners' Comments
10. Adjourn

Revitalization Commission

Wednesday, February 28, 2024 | 8:00AM

City Hall, Council Chambers
749 Main Street

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

Call to Order – Chair Adler called the meeting to order at 8:01 AM and took roll call.

Commissioner Attendance: Present

Yes	Alexis Adler
Yes	Clif Harald
Yes	Mayor Chris Leh
Yes	Bob Tofte
Yes	Corrie Williams (remote)
Yes	Barbie Iglesias (remote)
Yes	Jeff Lipton

Staff Present:

Vanessa Zarate, Economic Vitality Manager
Austin Brown, Economic Vitality Specialist
Nick Cotton-Baez, Attorney to the City of Louisville
Cameron Fowlkes, City Engineer
Rob Zuccaro, Director of Planning and Building Safety
Ligea Ferraro, Executive Administrator
Samma Fox, Deputy City Manager
Jeff Durbin, City Manager
Grace Johnson, Communications Manager
Kurt Kowar, Director of Public Works

Others Present:

Councilmember Fahey
Matt Shawaker with MIG
members of the public

Approval of Agenda:

Staff requested an amendment to the agenda. Changes include moving the comprehensive plan to the next regular meeting and the Business Matters of the Commission items have been reordered as follows:

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1. Fees For Legal Services
2. Discussion Items for Future Agendas
3. Louisville Downton Vision Plan Update
4. Façade Improvement Program Application
5. Property Improvement Program Proposal
6. Property Tax Financing
7. Main Street Closure Letter of Support
8. The Comprehensive Plan Update was moved to a future meeting.

Commissioner Lipton made a motion to approve the amended agenda. Commissioner Harald seconded. Roll Call Vote: unanimously approved.

Approval of January 24, 2023 Meeting Minutes:

There was an amendment to the January 24, 2023 meeting minutes – City Attorney Nick Cotton-Baez was originally indicated as attending the meeting remotely; however, he attended the meeting in person.

Commissioner Lipton made a motion to approve the minutes as amended. Commissioner Harald seconded. Roll Call Vote: unanimously approved.

Public Comments on Items Not on the Agenda:

Louisville Residents John Leary and Mary Dibble pooled time for Mr. Leary to present for six (6) minutes. Mr. Leary has filed a complaint about a violation of the City Charter when the LRC took up a matter not on the LRC agenda at a previous meeting. Mr. Leary provided a summary of his background in openness of government and the City’s code of ethics. Resident Jeff Deborski asked for his 3 minutes to be added to the six minutes already used, which is beyond the six-minute time limit. Mr. Leary was allowed to complete his statement. Mr. Leary requested an explanation as to why this issue happened and how to ensure the same mistake is not made again.

Reports of Commission:

Staff updates

The Economic Vitality Manager noted that the staff updates were provided in the meeting packet and asked the Commission if they had any questions.

Commissioner Comments:

Commissioner Lipton asked when a schedule will be provided for the Downtown Vision Plan. It was noted that the consultant is present to provide an update today and that this item is on today’s agenda, though an update was not provided in the meeting packet.

Downtown Business Association Updates

Commissioner Williams provided an update on the last DBA meeting.

Chamber of Commerce Updates:

Louisville Resident and VP of Chamber of Commerce Eric Reed provided an update on the Chamber of Commerce.

Commissioner Comments on Items not on the agenda: None

Business Matters of Commission:

Fees for Legal Services

The Economic Vitality Manager presented an update on the 2024 fees for legal services which was provided in the meeting packet. LRC will need to approve a contract with Kelly PC for legal services in 2024.

Commissioner Comments: none

Public Comment: none

Commissioner Lipton moved to approve the contract of services between the LRC and Kelly PC for legal services in 2024. Commissioner Tofte seconded. Roll call vote: unanimously approved.

Discussion Items for Future Agendas

The EV Manager reviewed the process to request future agenda items for LRC meetings. The Commission was reminded that items must be written on the agenda in order to be discussed at the meeting.

Commissioner Comments: none

Public Comment:

DBA President and Louisville resident Rick Kron asked for the best way for members of the public to suggest agenda items between meetings. It was noted that members of the public should contact Economic Vitality Manager Vanessa Zarate to suggest agenda items for the Commission.

Louisville Downtown Vision Plan Update

The Director of Community Development introduced the Downtown Vision Plan presentation and provided a summary of the schedule for the project. The Economic Vitality Manager will send a copy of the presentation to the commissioners after the meeting.

Matt **Schalenger (SP?)** with MIG gave a presentation on the Downtown Vision Plan and resident feedback received so far. Matt noted that some of the improvement costs will depend on current stormwater capacity beneath the street and whether upgrades are needed.

Chair Adler asked MIG if they could return for the next meeting. The Director of Public Works suggested that LRC should first discuss the Commission's financial capacity to support costs; how much LRC is able to invest should be determined by the commission and then prioritization can be addressed. The Economic Vitality Manager noted that there will be a larger discussion on this topic at the March meeting.

The Director of Community Development suggested that we should look at the last two slides quickly and follow up with a special meeting.

Commissioner Comments:

Commissioner Harald commented that the open house was a great success.

Mayor Leh noted that there was an item of confusion to members of public as to why this area was selected for this project. He commented that it would have been useful to identify the URA area as the basis for the plan because that is the area the LRC was created to focus on.

Commissioner Harald asked about feedback or concerns about business closures. Matt noted that he did not receive comments at the open house.

Commissioner Lipton asked if comments have been received related to general infrastructure like sidewalks, roadways, streetscape, etc. Pedestrian lighting and trees were mentioned.

There was a discussion on how some of the emerging concepts would be implemented and how the experience of downtown would be altered as a result of some of the suggested changes.

Commissioner Williams expressed appreciation for the presentation and noted that this proposed redesign addresses many of the city's goals.

Commissioner Iglesias asked about the concept for Walnut Street to South Street. Matt with MIG reviewed the presented options. She suggested an improved entry way feeling at Main Street and South Street to create a gateway feeling to Main Street.

Commissioner Lipton asked if any considerations have been made about utility services. MIG will take this suggestion and include this in future discussions. Commissioner Lipton suggested that LRC could assist fund these types of upgrades. He also noted that lighting is a very important element to create evening vitality. There was a discussion around lighting and utilities.

Due to the time constraints, Chair Adler asked Matt what input MIG is requesting from the LRC today. MIG is asking for input on the concepts presented and priorities based on available resources and what can be built within a specific timeline.

Commissioner Lipton asked for consideration of continuing costs to the city to incorporate these suggestions and suggested a special meeting to consider this.

Mayor Leh noted that there is a public engagement piece that will be pretty big for this project.

Public Comment:

Mike Kranzendorf, not a Louisville resident, noted that there seemed to be very few business owners at the open house. He suggested a very clear process to include businesses as part of the process for this project.

Louisville resident Sherry Sommer asked how much disruption will affect businesses and how can this be done in a way to have the least impact on businesses.

Louisville Resident Tom Rafferty expressed appreciation for MIG's work and noted that the concept of closing streets can't be separated from this project. He noted there should be basic criteria involved in the development of the process and that the possible closure of Main Street is crucial to the development of the Downtown Vision Plan. He suggested that it needs to be clear if Main Street will be closed before a final determination can be made on the Downtown Vision Plan. He also noted that it seems that the closure of Main Street has already been decided without adequate public outreach, adding that many closed streets/pedestrian malls have failed. He suggested that this won't necessarily solve the lack of downtown businesses.

Louisville resident and business owner Eric Reid expressed appreciation for the plan and commented that the idea of revitalizing downtown is very important. He expressed concern around feeling like he's in battle with the community while he is trying to create vitality in the city. He feels this plan is very necessary to encourage businesses to downtown Louisville.

Fred Berklehammer commented on trees and treescape and that if you put the trees in first and utilities come later, you'll kill the trees.

Stephanie **Schlageter**, Louisville property and business owner commented that she did an informal survey on business owners on her block and there was unanimous support in closing main street to South Street and supports Commissioner Iglesias' comment about the gateway intersection at South Street.

Louisville Resident Scott Deborski commented that nothing in the presented plan refers to the option of closing main street. He noted that there is a 2013 study which shows that pedestrian malls don't work. He suggested that the city needs to do a proper study to determine if closing Main Street will actually increase revenue before a decision should be made on this topic. He added that he has petitions showing that there are businesses that do not support the closure of Main Street

Louisville Resident John Leary commented that the LRC needs to draw a clear picture of where the money comes from and that at some point there needs to be studies on where the money comes from for total fiscal transparency.

Façade Improvement Program Application: Walter Rhoades American Legion Post 111 at 1150 Pine Street

The Economic Vitality Specialist presented the Façade Improvement Program Application for the Walter Rhoades American Legion Post 111 at 1150 Pine Street. Details of the application were included in the packet. Staff recommended approval of this application.

Commissioner Comments:

Commissioner Lipton asked how many parking spaces are included in the lot and if they are available to the public at all times. Staff didn't have this information and will find the answer to this question and provide it to the LRC. The applicant was not present to comment.

Commissioner Lipton noted that part of the program criteria is that parking be available to the public and he wants to ensure this is true before approving this application. He noted that the policy states that lots accessible to the general public are permitted for funding.

The City Attorney recommended that if there are concerns about the application that can't be addressed today then this topic should be continued at the next meeting.

Mayor Leh contacted Tina Lyda-Schaefer, who is familiar with the property, to provide unofficial information on the parking lot available spaces. Mayor Leh later commented that Mike Krandorf's comments related to the covenants of the property in question are more accurate than information he provided unofficially. He expressed support in moving forward with this application today.

Commissioner Williams agreed that public access is important and noted that to her memory LRC hasn't funded parking lot resurfacing and questions whether this should be included in the program.

The Economic Vitality Specialist noted that the LRC has approved parking lot resurfacing in the past and confirmed that parking lots are listed under eligible improvements as part of the program.

Commissioner Harald stated that he prefers to table this discussion for the next meeting.

The City Attorney reviewed the criteria for allowed improvements and confirmed that parking lot improvements are allowed as part of this program. He asked if anyone could attend the American Legion. It was agreed that anyone is welcome to go to the American Legion. The City Attorney noted that public access can be taken into consideration when interpreting the policies of the program.

Commissioner Tofte and Commissioner Adler both commented that they are in favor of moving forward with this application today. Chair Adler noted that Staff recommends approval and stated that the applicant meets the criteria.

Commissioner Tofte moved to approve the funding for parking lot improvements for the American Legion Post 111. Commissioner Iglesias seconded. Roll call vote: unanimously approved.

As part of process improvements to the meeting, the City Attorney asked for a motion to approve the application and the agreement that was included in the packet.

Commissioner Tofte moved to approve the application and agreement for this application. Commissioner Iglesias seconded. Roll call vote: unanimously approved.

Public Comment:

Business owner Mike Krantzdorf commented that he does not own this property; however, as a member of the covenants and restrictions for this space, he noted that, while this parking lot is on private property, there are no restrictions in the covenants on these parking spaces and none are designated for American Legion use only.

Louisville Resident and business owner Eric Reid requested that the LRC approve the application that has been recommended by staff as it meets the program's criteria.

DBA President Rick Kron commented supports this application and requested immediate approval.

Property Improvement Program Proposal

At 9:45 a.m. Chair Adler made a recommendation to move items E, F, and G to a special meeting.

The Economic Vitality Manager commented that, for the Property Improvement Program Proposal, there is a PowerPoint on the proposal in the packet. She noted that staff is looking for direction from the LRC on what kind of reimbursement schedule is preferred and funding limits for the program. A full presentation can be provided at the next meeting if the commission decides to defer this topic to a future meeting.

The Economic Vitality Manager commented that the Property Tax Financing topic is mainly a discussion point. There is a mix up in the staff memo and today's entire meeting packet will be re-sent to the commission. This topic is to discuss what options are available to the LRC for project and program funding.

In relation to the Property Tax Financing topic, Commissioner Lipton asked for debt capacity limits to be included in the presentation. He specifically would like to know hypothetical maximum amounts available to LRC. The Economic Vitality Manager noted that this information will be brought to the special meeting where this topic will be discussed.

The Economic Vitality Manager added that there will be additional funding requests coming to the LRC in March. EV Manager will provide funding scenarios based on capacities.

Mayo Leh commented that he is fine deferring topics E and F to a special Meeting. He asked when the Council is considering the Main Street closure letter of support. It was noted that Council will consider the Main Street closure at the March 19 meeting. It was noted that the next LRC meeting is March 20 and that a special meeting would need to take place prior to March 19 to discuss this topic. Mayor Leh suggested postponing a discussion of the Main Street Closure Letter of Support to a special meeting prior to the March 19 Council meeting.

The City Attorney advised that it is important for the Council to have the discussion around the Main Street Closure Letter of Support at their next meeting on March 19. He advised that, if the LRC discussion of the Main Street closure is moving to a future meeting, it needs to happen prior to the posting of the March 19 council meeting packet.

The Director of Community Development suggested a special meeting to be held the week of March 4 to meet the deadline and proposed that the meeting take place on March 6 at 8:00 a.m. or for the LRC to take a poll for meeting date options. He suggested the Main Street closure should be discussed at the beginning of the meeting.

Chair Adler noted that the special meeting would also need to include a discussion of the Downtown Vision Plan.

The Director of Community Development suggested that the Downtown Vision Plan could also be discussed at the LRC March meeting.

The Economic Vitality Manager commented that the Comprehensive Plan is trying to get to every board and commission to maintain their timeline and they have to attend the March LRC meeting to provide an update in order to meet their schedule. She suggested that having both the Comprehensive Plan and Downtown Vision plan discussions at the March meeting will fill that agenda, leaving no time for the Commission to discuss potential funding requests. She also noted that the Property Improvement Program is also coming to a critical time constraint.

Commissioner Lipton asked the commission to extend this meeting to discuss the Property Improvement Program Proposal today.

The City Attorney asked the Commission to summarize what items will be moved to future meetings before Mayor Leh leaves the meeting. Chair Adler summarized that there will be a special meeting scheduled on March 6 at 8:00 a.m. to discuss the Main Street Closure Letter of Support and the Property Tax Financing topic.

The Commission agreed to extend the meeting to discuss the Property Improvement Program proposal. Mayor Leh had to leave the meeting at 10:00 a.m. The Commission maintained a quorum for the remainder of the meeting.

The Economic Vitality Manager provided an overview of the Property Improvement Program proposal. A PowerPoint of the proposal was included in the meeting packet. Staff requested feedback from the commission on Program Qualifications, including Project Eligibility and Eligible Uses, as well as the Reimbursement Schedule and funding limits. The feedback is needed to provide draft program documents to the commission for review and approval at a future meeting.

Commissioner Comments:

Commissioner Iglesias noted that Louisville's reimbursement would be higher than comparable communities and asked for more information on how the amounts were determined. The Economic Vitality Manager noted that a straight percentage is most common in these types of programs and a schedule option was provided due to the Commission's familiarity with the current Façade Improvement Program. It was noted that the proposed limits are high because remodeling a vacant, older building can be extremely expensive. It was noted that smaller amounts aren't generally impactful as an incentive for a business to locate in a specific area. In light of long-term vacancies in the URA, staff hope the proposed limits would act as a true incentive to bring businesses to the URA to actively fight blight.

Commissioner Lipton supports the program in general and cautioned that this is just one tool for LRC to revitalize downtown. He commented that this feels a bit expensive and questioned the use of improving private property as an appropriate use of public funds. He noted that spending more than \$150k on a single project seems to be much more than is customary. He would like to see more of a middle-ground amount related to surrounding communities. He noted that if we are looking at the higher dollar projects, they will need to demonstrate extraordinary benefits to the community in order to be considered and requested "extraordinary benefit" criteria be defined for over \$150k funding requests.

Commissioner Williams reviewed how the concept of this plan came to fruition and she suggested the LRC consider this with the other options of funding projects. She noted that the LRC doesn't yet have big impact projects in the budget, and she supports spending more money with this program. She did note that if the LRC decides to spend a large amount of money on larger projects, then that should be reflected in the funding for this program. She repeated a previous statement that the LRC should also consider business loss from downtime for property renovations and/or improvements.

Commissioner Harald commented that this should be considered to be a pilot year for this program and the commission should consider how this program will integrate with the Façade Improvement Program. He suggested that the right level of funding is still to be determined and a pilot year will help the Commission understand what is needed to make the impact we hope to make. He also noted that the Commission needs to work on better criteria for both this program and the façade program to make the decisions clearer based on criteria.

Commissioner Tofte agreed that parts of the proposal seem a little excessive, even as a pilot program. He noted that it's hard to roll back from high limits and it's much easier to increase funding if the Commission determines that there is a need. He supports lower funding limits to start.

The Economic Vitality Manager will take the comments provided by the Commission and create a final program proposal for review and approval. She noted that Staff recommends option 1 for this program. She believes option 1 will give the LRC more flexibility to provide funding based on the costs of the project.

Chair Adler commented that she was thinking this program should look similar to the Façade Improvement Program. She recommends this program also have a \$15,000 as 100% reimbursed option and would like time to consider the options and bring this to the next meeting for more discussion/decision.

Public Comment:

Business and property owner of Radiance MedSpa Stephanie **Schlageter** expressed gratitude for the assistance she received for her recent project. She offered to provide input on criteria development and share the expenses she recently incurred renovating her 75-year-old building. She noted that codes are challenging and sometimes contradictory so can be difficult to navigate. She added that there needs to be a customizable plan for the downtown properties given their age.

Business Owner Eric Reid expressed gratitude for the development of this program. He noted that encouraging businesses to locate and renovate here will be an expensive endeavor and suggested the LRC move forward with the program as proposed.

DBA President Rick Kron commented specifically on the contents of page 17 related to flooring. He also noted that spaces with shared HVAC controls, the controls should be in same part of the building as the renovation. He noted that Pg 17 option 1 should mention both blight remediation and prevention. He asked for clarification on the statement, "work must be approved prior to construction..." asking what phase of construction this applies to: design,

construction, engineering, etc. He also commented that he feels keeping the funding amount too small won't make an impact to improve the business climate.

Property Owner Mike Kranzdorf spoke in support of this program and commented that higher amounts are necessary to make a real impact. He also noted that anything the LRC can do to keep the property owner from passing costs on to tenants is good for downtown.

Eric Hartronft commented that he has been involved with several projects downtown and some of the properties require a \$1-2 Million investment to be redeveloped which is unattainable for many property owners. He noted that if LRC is committing \$100-150k to a project of this magnitude, you are not the principal investor. These projects are extremely expensive today and construction inflation over the past 5 years has become exponentially more costly than in previous years. He added that the City of Lafayette has invested considerable funding in some of their projects and he feels they are doing what Louisville should have been doing a long time ago. He asserted that this program is needed now and suggested that, when talking about a huge investment like what Stephanie just made, anything the LRC can do in support of these projects will be funding well spent.

Comprehensive Plan Update – moved to the next meeting per the approved agenda amendment.

Property Tax Financing – moved to the special meeting on March 6 at 8:00 a.m.

2024 Temporary Main Street Closure Letter of Support – moved to the special meeting on March 6 at 8:00 a.m.

Future Agenda Items

- Special meeting on March 6 to discuss the Main Street Closure Letter of Support and the Property Tax Financing topic.

Discussion Items for Next Regular Meeting, Wednesday, March 20, 2024:

1. Comprehensive Plan Update
2. Executive Session for Property Acquisition
3. Façade Improvement Program Applications

Commissioner Comments: None

Public Comment: None

Chair Adler motioned to adjourn. Commissioner Lipton seconded.

Adjourn: The meeting adjourned at 10:35 AM.

Revitalization Commission

Wednesday, March 6, 2024 | 8:00AM

City Hall, Council Chambers
749 Main Street

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

Call to Order – Chair Adler called the meeting to order at 8:12 AM and took roll call.

Commissioner Attendance: Present

Yes	Alexis Adler
Yes	Clif Harald
Yes	Mayor Chris Leh
Yes	Bob Tofte
Yes	Corrie Williams
Yes	Barbie Iglesias (remote)
Yes	Jeff Lipton

Staff Present: Vanessa Zarate, Economic Vitality Manager
Austin Brown, Economic Vitality Specialist
Nick Cotton-Baez, Attorney to the City of Louisville
Rob Zuccaro, Director of Planning and Building Safety
Ligea Ferraro, Executive Administrator
Jeff Durbin, City Manager
Kathy Martin, Recreation Superintendent

Others Present: Councilmember Fahey
members of the public

Special Announcement:

The Director of Community Development made a special announcement regarding the December 20, 2023 LRC meeting agenda item. A supplemental memo was included in the meeting packet. The Director informed the LRC that, being a volunteer commission, City staff are here to support the commission in their work. Including the discussion item regarding the letter of support in staff updates was incorrect procedure and an unintentional error made by City staff. This item should have been included in the agenda as a regular business item rather

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than a staff update. The Director of Community Development acknowledged that the commission should be able to rely on staff and ensured the LRC that there was no intent to hide this agenda item under staff updates. The City apologizes for the oversight in this matter.

Approval of Agenda:

Commissioner Harald made a motion to approve the agenda. Commissioner Williams seconded. Roll Call Vote: the agenda was unanimously approved.

Public Comments on Items Not on the Agenda: None

Business Matters of Commission:

Main Street Closure Letter of Support Discussion and Decision

The Economic Vitality Manager introduced the discussion regarding the DBA's request for a temporary Main Street Closure in 2024 and reviewed the background of the request. This request will be presented to the City Council on March 19. The proposed letter of support was included in today's meeting packet. Staff asks the LRC to review and come to a decision regarding whether to submit the letter of support to City Council.

Commissioner Comments:

Commissioner Tofte commented that it is important that the Labor Day parade is not impacted by any Main Street closure. The Economic Vitality Manager responded that the current plan is for events to not be impacted by the proposed Main Street closure. The Director of Community Development added that, while all details are not yet determined, thought and detail will need to be considered on how to allow for the Labor Day parade to occur on Main Street.

Chair Adler commented that this letter supports the goals and purpose of the as outlined in the LRC's charter, to prevent blight in the URA and stimulate growth within the URA boundaries.

Subsequent to public comment, Mayor Leh expressed concern over some incendiary words that were used during public comment. He will abstain from the vote today because he is a council member and expressed that he is inclined to support the approval of the letter.

Commissioner Williams expressed appreciation for the public comment and understanding that closure of Main Street will affect the community. She noted that the job of the Commission is to fight blight downtown, adding that there are vacancies downtown and decreased foot traffic. She commented that the intention of a temporary closure of Main Street is an attempt to try to stimulate activity downtown. She noted that the LRC needs to work on finding a solution to addressing vacancies and fighting blight in the URA. Commissioner Williams commented that no one on the LRC is advocating for a permanent closure of Main Street. She noted that downtown sales tax data has plateaued over the past 5 years, and we are trying to fight for our downtown. Ultimately it will be up to the City Council to make the final decision.

There was an interruption from the public and Mayor Leh asked those present to maintain order and follow the meeting procedure for discussion.

Commissioner Lipton commented that he supports the temporary closure of Main Street. He noted that he was on Council when Main Street was closed temporarily during the COVID pandemic and heard positive feedback from the experiment. He agreed that the city needs to try various things to see if they work to help revitalize downtown. He suggested the implementation could be more aesthetically pleasing and welcoming than it was previously done if it is decided to temporarily close Main Street this year. He suggested that it might be appropriate to include dates in the letter, perhaps April to late October.

Commissioner Harald commented that he has obvious concerns about business closures in the URA and feels we need to be more experimental in trying harder to support downtown. He noted that the letter of support is just a recommendation to Council and that the implementation considerations, if approved, will happen in council. Commissioner Harald commented that he supports submitting the letter of support to City Council.

Commissioner Tofte commented that he leans toward supporting a temporary closure of Main Street and he felt it made downtown more appealing during the COVID pandemic. He agrees that implementation needs to be better executed. He added that he hopes the city will take the opportunity to really look at the effects on Front Street and Lafarge to come up with statistics on parking, heavier traffic on other roads, safety, RTD, etc. He acknowledged that rerouting traffic affects the lives of those on Front Street, Lafarge and surrounding neighborhoods.

Commissioner Iglesias commented that, as a small business owner in downtown, she is excited about the new innovative ideas for downtown. She feels that downtown is dying a little. She agrees that implementation of the closure needs to be better executed. She is in favor of the closure as a business owner and resident.

Chair Adler commented that it's important for the community to support each other and appreciates the feedback from the public. She emphasized that the letter is to show support for the temporary closure of Main Street as the goal of the LRC is to fight blight and revitalize the URA.

Chair Adler asked for commissioner feedback on the content of the letter, specifically related to the dates. Commissioner Lipton suggested to include the dates of April to October for 2024 and adding a sentence to encourage the city to collect data in 2024 to more accurately measure impacts for future decision making.

Commissioner Williams commented that the initial idea of this proposal was to align the Main Street closure with the schedule of the patios, which is April through October.

Commissioner Lipton moved to approve the letter of support for a temporary Main Street closure in 2024 as drafted by staff, amending the letter with changes to the last paragraph to include the statement "We encourage you to consider a temporary closure of Main Street from April 2024 to October 2024 to nonemergency traffic as this action is anticipated to have a dramatic impact on the vitality of downtown and its businesses. We would also encourage the City to collect data as to the impacts of the closure during 2024 to help in future decisions. We encourage the city to also look at ways to soften the appearance of the closure during 2024, and to include lighting and infrastructure."

Commissioner Harald seconded the motion.

Mayor Leh suggested an amendment to Commissioner Lipton's motion, asking to leave off any reference to future years as the issue before the LRC today is in reference to 2024 only and the data can be used in multiple ways.

Commissioner Lipton accepted the amendment to his motion suggested by Mayor Leh. Commissioner Harald Seconded the amendment to the motion.

Commissioner Tofte commented that changing the letter is a bit of micromanaging and he noted that the City Council will have a lot of public input on their discussions around this topic at the March 19 City Council Meeting. Commissioner Tofte suggested leaving the letter as is and trust the City Council to make a decision based on public input. He commented that he feels the additional language goes beyond the LRC's purpose.

The City Attorney restated the amended motion before the Commission.

Chair Adler asked Commissioner Tofte if he was comfortable with the motion. Commissioner Tofte expressed that he is comfortable with the motion.

Roll call vote: The motion with the amendment was unanimously approved with Mayor Leh abstaining from the vote.

Public Comment:

The Director of Community Development reviewed the City's public comment policy to set expectations prior to beginning the public comment period for this meeting. This policy includes a 3-minute limit for public comment. It was noted that this limit helps to ensure that everyone has the same amount of time to present their comments. There is a pooling policy, which enables two residents to pool their 3-minute rounds into one six (6) minute round. The pooling limit is a total of 6 minutes. It was noted that the timer will be used today, and speakers will be asked to wrap up comments when the timer has run out. Members of the public were asked to fill out speaker sign-up cards prior to providing comments to ensure an orderly process.

Tom Rafferty, Louisville resident, pooled time with Mary for a total of six (6) minutes. Mr. Rafferty expressed concern about re-routing traffic around Main Street and the effects on residents who live on Lafarge. He also expressed concern about cutting off Main Street as a main artery into downtown, citing the City's current master traffic plan and including the importance of arterial streets, increased pressure and safety impacts on overflow streets, and reduction of access to downtown. He asked the LRC to please consider leaving Main Street open.

Greg Maring, Louisville resident, commented that the last time this issue came up and Main Street was closed, it had a feeling of a temporary area that was under construction, with a "ghost-town" feel. He added that, if closing Main Street is not done right, the longer-term results might be more damaging to the community than the short-term benefits. He suggested a shorter time and a better implementation than was done previously.

Eric Reid, Louisville resident and downtown business owner, expressed support for the LRC in all the work they are doing, specifically the Downtown Vision Plan project currently under way to beautify and revitalize downtown. He expressed a desire to come to a compromise within the

community to make the city better and he supports the LRC's letter of support for the temporary closure of Main Street.

John Leary, Louisville resident, commented that he does not support the closure of Main Street, stating that he is concerned that it will have a dramatic impact on downtown and the businesses on Main Street. He feels that there should be more due diligence done and asked the LRC to obtain more accurate survey data from the DBA and the community before deciding to submit the letter of support to the City Council.

Rick Kron, DBA president and Louisville resident, commented that he would prefer that the buses not run on Lafarge, but that RTD seems to prefer that route. He commented on the statistics of the DBA survey, noting that they indicate 90% support from Main Street and downtown businesses. He feels the temporary closure of Main Street has been successful in the past and will be successful again if approved from the standpoint of the businesses. He noted that impacts on Lafarge will need to be addressed and he supports the LRC's approval of the letter of support to the City Council.

Scott Deborski, Louisville resident, commented that studies have shown that pedestrian malls have an 89% failure rate. He added that the city hasn't done any studies on the possible economic impacts of closing Main Street and is concerned that the city hasn't performed a traffic study to determine the effects on surrounding streets that would result from a Main Street closure. He also noted that in the recent Economic Vitality Committee meeting it was mentioned that the closure would be from mid-April to mid-November while the letter of support refers to a "summer closure." He feels that these two statements don't align and asked that the letter should include accurate time frames for the closure.

Fred Burkelhamar, Louisville resident, commented that he heard the DBA say that 90% of businesses approved of the Main Street closure in the survey; however, he questioned the accuracy of this data due to the survey being sent to 190 people with only 38 respondents.

Property Tax Financing Introduction Discussion

The EV Manager presented an overview of LRC budget funding and introduced ways in which general investment can be made available to the LRC. She presented possible bond scenarios for the LRC to consider in support of potential projects and programming. Estimates presented use current budgeting. More specific bonding scenarios will be presented to the LRC at a future meeting.

Commissioner Comments:

Commissioner Lipton asked what the arbitrage opportunities are for money borrowed that are unused. Staff will follow up with this question. He is looking to get a clearer understanding of the timing of borrowing versus expending. He commented that this information indicates that it's vital that the LRC put together a strategic vision and capital plan around what the Commission wants to accomplish and matching financial needs to that plan.

Mayor Leh agreed with Commissioner Lipton that the LRC needs to be purposeful and he feels there is time pressure on the Commission to fulfill their goals.

Commissioner Williams asked when an estimated budget will be available for the Downtown Vision Plan. The Economic Vitality manager commented that the consultant included high level costs in the presentation at the last LRC meeting and they are refining it to present to LRC at a future meeting. The Director of Community Development noted that staff will return with a preferred scenario for the LRC to focus on in April. Staff asked the LRC to choose their primary priorities from those that were provided in the draft plan. This will be discussed further at the March meeting.

Commissioner Lipton asked if the LRC has a strategic plan and suggested that there needs to be consistency between a strategic plan and the vision of the LRC. Chair Adler will send the LRC work plan which was developed in 2023 to Commissioner Lipton. Commissioner Williams commented that the Work Plan led to the Downtown Vision Plan project. Commissioner Lipton said that he feels the LRC needs a strategic plan.

Chair Adler asked if the LRC will discuss priorities at the March meeting.

Commissioner Lipton also asked for the Work Plan to be reviewed at a future meeting.

Commissioner Tofte reminded the commission that the Downtown Vision Plan isn't the only thing the LRC needs to focus on. He commented that the LRC needs to remember the other parts of the URA and avoid "tunnel vision" towards downtown. He agreed that it's important to review the Work Plan and cautioned against focusing only on downtown.

Chair Adler asked for a follow up discussion around a strategic plan at a future meeting.

Commissioner Iglesias asked if the LRC could engage MIG to assist with integrating the Main Street closure with the Downtown Vision Plan streetscape plans to make it more cohesive. The Director of Community Development commented that the city is planning to reuse existing infrastructure if Main Street is closed in 2024, citing a lack of time and budget to make improvements this year.

The Director of Community Development commented on the projects for DeLo West, Coal Creek Station (Village), and Ironton Distillery, and noted that these projects are in the planning stages and it is likely that these projects will come to LRC for support.

Public Comment:

Rick Kron, Louisville resident and DBA president, commented on the arbitrage question and how the federal rules have changed. He noted that it is possible to use drawdown and suggested the LRC consult their bond lawyers. He expressed agreement with the LRC continuing to focus on the entire URA.

Mike Kranzdorf, not a resident, asked for a plan for other parts of the URA and not just downtown. He encouraged staff to hone down what is expected for the HWY 42 improvements, underpasses, Pine Street intersection, Coal Creek Station, DELO, and other specifics on the bigger projects ahead.

Commissioner Closing Comments: None

Commissioner Adler motioned to adjourn.

Adjourn: The meeting adjourned at 9:27 AM.

SUBJECT: STAFF UPDATES

DATE: MARCH 20, 2024

PRESENTED BY: VANESSA ZARATE, ECONOMIC VITALITY MANAGER

SUMMARY:

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

Downtown Vision Plan

There will be an Open House for the Downtown Vision Plan on February 22, 2024. This will provide an opportunity for the public to engage with ideas and provide project feedback. There will be additional opportunities for public engagement throughout the year.

Comprehensive Plan Update

The Comprehensive Plan public engagement plan is underway. An open house will be held Thursday, March 21st at the Louisville Recreation and Senior Center (900 Via Appia Way). Kids are welcome. There will be a business-focused comprehensive plan open house on Thursday, March 21st at 7a. The event will be held at the Louisville Chamber of Commerce.

Minimum Wage Community Engagement Meeting

The cities of Boulder, Longmont, Lafayette, Louisville and Erie are collectively exploring an [increase to the local minimum wage](#) in their respective communities. An analysis is being conducted by [ECONorthwest](#) to determine potential economic effects of increasing regional minimum wage on local businesses, employers, workers and overall local socio-economic indicators. There are opportunities to engage in person and virtually. Save the date for a Louisville minimum wage community meeting on Thursday, April 4th at 530p, to be held at the Louisville Recreation and Senior Center.

Partner Highlight

The City of Louisville is a partner in the [U.S 36 Collaborative](#). This partnership was formed to support the national economic development campaign, [Colorado Hub for Health Impact](#). This campaign is aimed at elevating Colorado as the epicenter for life science innovation, attracting additional talent and businesses to the region. We will work with our economic development counterparts across the region and state to support, attract and promote life science entities.

MEMORANDUM

To: Louisville Revitalization Commission

From: Rob Zuccaro, AICP, Community Development Director
Jeff Hirt, AICP, Planning Manager

Date: 2/21/24

Re: Comprehensive Plan Update

PURPOSE

The purpose of this agenda item is to:

- Provide the Revitalization Commission with an overview of what a comprehensive plan is,
- Share the plan for the City's Comprehensive Plan Update launching in 2024, and
- Solicit initial feedback from the Revitalization Commission to inform next steps.

BACKGROUND:

The City is launching an update to one of its most important policy documents – the Comprehensive Plan. The Plan is adopted by City Council and required by state law.¹ Louisville Municipal Code (LMC) Section 17.64.050 also requires a Plan update at least every ten years. The last Plan update was in 2013. The Plan update is an



opportunity for the community to refresh the City's overall vision, values, and policies on a range of topics including but not limited to land use, development, and infrastructure. The time horizon the Louisville Comprehensive Plan will address is about 20 years. The Community Development Department will manage the Plan update in close coordination with City Council, Planning Commission and numerous other City boards, commissions, and departments with a consultant team led by Design Workshop with subconsultants Fehr and Peers (transportation), Economic and Planning Systems (economics analysis), and Spirit Environmental (sustainability, resilience).

The typical components of a most comprehensive plans that City staff expects will be included in the Plan update include:

- *Existing Conditions Assessments*: this will include analysis of trends related to the built environment (e.g., land use and development), social and economic trends, etc.

¹ C.R.S. Sec. 30-28-106, 31-23-206.

- *Vision and Values Statements*: this will be heavily informed by community input to articulate what is most important to Louisville community members that the Plan's policies should hinge on. This may also take the form of guiding principles. In addition to acting as a foundation for the Plan's policies, the vision and values statements can be a helpful lens for a range of future City decisions like City Council work planning and budgeting.
- *Future Land Use Framework*: this will likely include maps and accompanying policies that establish the City's desired vision for future land uses. These policies will act as a foundation for land use decisions on both public and private land. For example, the Louisville Municipal Code (LMC) requires that most development proposals (e.g., Planned Unit Developments, rezonings) be evaluated for consistency with Comprehensive Plan policies.
- *Future Transportation Framework*: this will include maps and accompanying policies that establish the City's desired vision for future transportation connections. The Plan update will build off the City Council adopted 2019 Transportation Master Plan. These policies will act as a foundation for transportation decisions both for City initiated capital improvement projects and incremental transportation improvements as development and redevelopment occurs on private property.
- *Policy Statements by Topic*: as the plan is comprehensive, it will address a range of other topics that emerge from community input. For example, the Plan update is an opportunity to establish or reinforce City policies on topics "adjacent" to land use, development, and infrastructure. The project team anticipates topics like Equity, Diversity, and Inclusion (EDI), environmental sustainability, resilience and hazard mitigation, and housing affordability (among others) to be front and center in the Plan update.



2013 Louisville Comprehensive Plan Cover

Community Engagement

Community input that reflects a broad range of perspectives and opinions will be vital to the Plan update's success. The project team is planning on three community engagement "windows" over the course of the project. During each of these windows, there will be a wide range of engagement opportunities with the intent of ensuring broad representation and meeting people where they are at. The table below summarizes each of these engagement windows.

Comprehensive Plan Community Proposed Engagement Windows		
Engagement Window	Engagement Types	Est. Timing (subject to change)
<p>Engagement Window #1: Community Vision and Values</p> <p>The purpose of this engagement window is to raise awareness about the project and solicit community input on the Plan’s vision, values, and goals.</p>	<ul style="list-style-type: none"> • City Council, Planning Commission • City boards and commissions • Focus groups by topic (e.g., development, transportation, sustainability, etc.) • Public events • Online engagement through Engage Louisville (e.g., surveys) 	<p>First quarter of 2024</p>
<p>Engagement Window #2: Community Choices, Strategy Framework</p> <p>The purpose of this engagement window will be to solicit community input on the Plan’s draft framework, which will include key community choices that will be driven by input during engagement window #1 (e.g., specific land use options).</p>	<ul style="list-style-type: none"> • City Council, Planning Commission • City boards and commissions • Public events • Online engagement through Engage Louisville (e.g., surveys) • Intercept events (e.g., at planned community gatherings) 	<p>Third quarter of 2024</p>
<p>Engagement Window #3: Draft Plan</p> <p>The purpose of this engagement window will be to inform the community of the draft plan and determine the leadership, timing, and funding considerations and prioritizations of actions.</p>	<ul style="list-style-type: none"> • City Council, Planning Commission • Online information sharing through Engage Louisville (e.g., surveys) 	<p>Early/mid 2025</p>

Active City Projects Related to the Comprehensive Plan

The City has several active related projects that the Comprehensive Plan will need to align with. The table below highlights three notable, active plans slated for future City Council adoption and examples of how the Comprehensive Plan could align with those efforts.

Summary of Select Related and Active City Planning Projects			
Related City Plan	Brief Summary	Comprehensive Plan Alignment Examples	Est. Timing
Parks, Recreation, Open Space, and Trails (PROST) Master Plan Update	Guiding document for planning, acquisition, development, and administration of related facilities.	The Comprehensive Plan’s related policies and future land use recommendations should align with any such content in the PROST Master Plan update.	Public launch planned for mid-2024
Louisville Downtown Vision Plan (LDVP)	To enhance public spaces downtown (e.g., streetscape, wayfinding, etc.).	The Comprehensive Plan will likely have a more granular future land use and transportation plan for downtown that will need to align with any LDVP recommendations.	Community engagement planned for early 2024, City Council adoption planned for late 2024
Housing Plan	Includes a housing needs assessment, related policy statements, and an action plan.	The Housing Plan will likely call for increasing opportunities for more residential development in Louisville. The Comprehensive Plan’s future land use component is an important tool to identify which areas of the community may be appropriate for any such land use changes.	Early 2024 City Council adoption

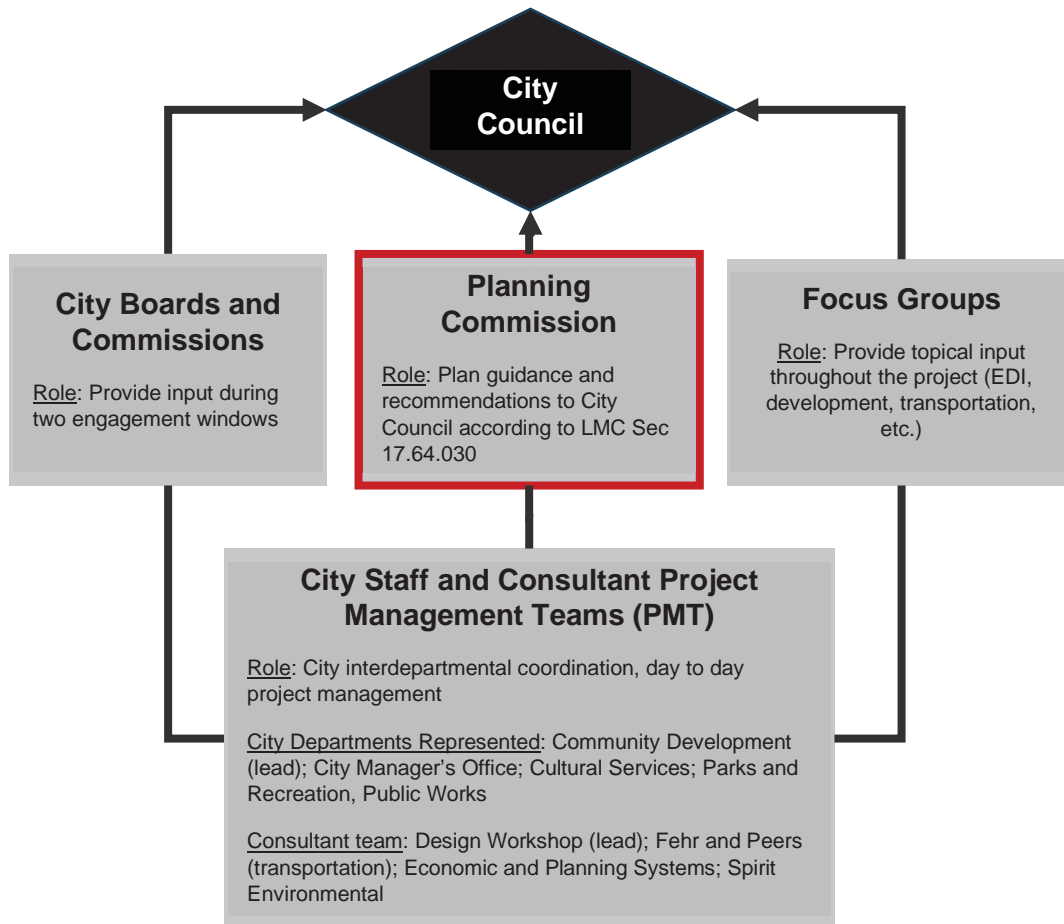
Project Structure

LMC Section 17.64.030 establishes the Planning Commission as the recommending body to City Council to adopt the Comprehensive Plan. Community input will be supplemented by input from City boards, commissions, and focus groups to inform Plan recommendations to City Council. The project team consists of an interdepartmental group that interfaces with the Plan and the consultants. The graphic below summarizes the proposed project structure.

Louisville Revitalization Commission Role

As part of this project, City staff are requesting that the LRC: 1) provide input during at least two LRC meetings during the project, 2) participate during public engagement windows as you see fit as residents, and 3) help spread the word in the community about the project as public communications start coming out in late February/early March 2024 with the overall goal of maximum community participation. The Plan update will not do a “deep dive” on all topics related to the built environment, but there may be opportunities to advance or reinforce some revitalization policies or actions.

Comprehensive Plan Update Proposed Project Structure



PROPOSED SCHEDULE AND NEXT STEPS

The Plan update is just getting started with a public launch anticipated for early 2024 and a planned adoption by late Summer/early Fall 2025. An abbreviated proposed project schedule is provided below. Planning Commission and City Council discussions will occur during the engagement windows and throughout the project with specific dates to be determined.

The specific next steps include a public launch planned for February or early March 2024. The project team plans to inform the community of the opportunities for engagement repeatedly throughout Engagement Window #1 through the City's social media platforms, newsletters, signs around the community, and direct mailers, among other notification methods.

Proposed Abbreviated Comprehensive Plan Update Schedule (subject to change)							
	2024				2025		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Engagement Window #1: Vision and Values							
Engagement Window #2: Choices and Plan Framework							
Engagement Window #3: Draft Plan							
Draft Plan Framework and Key Community Choices							
Draft Plan (* = planned City Council adoption)							*

REQUESTED REVITALIZATION COMMISSION FEEDBACK

City staff are requesting feedback from the Revitalization Commission on the following two questions to inform next steps:

- What does a successful Comprehensive Plan update look like to you?
- What are the top three items that the Comprehensive Plan update should address?

LINKS:

1. 2013 Comprehensive Plan - <https://www.louisvilleco.gov/local-government/government/departments/planning/comprehensive-plans-studies-reports>.
2. Plan Update Engage Louisville webpage: <https://www.engagelouisvilleco.org/comp-plan>.

Revitalization Committee Meeting

February 28, 2024

Citywide Comprehensive Plan Update



Meeting Purpose

1. LRC to gain understanding of project and process
2. Targeted questions to inform next steps



Comprehensive Plan Overview

- Required by state law and city code to be updated every ten years
- City Council adopted policy that is not regulatory but serves important purposes
- Focuses on land use, development, and infrastructure but covers wide range of topics



Typical Parts of a Comprehensive Plan

- Existing conditions
- Vision and values statements
- Future land use and transportation framework
- Policy statements by topic (comprehensive)
- Action plan



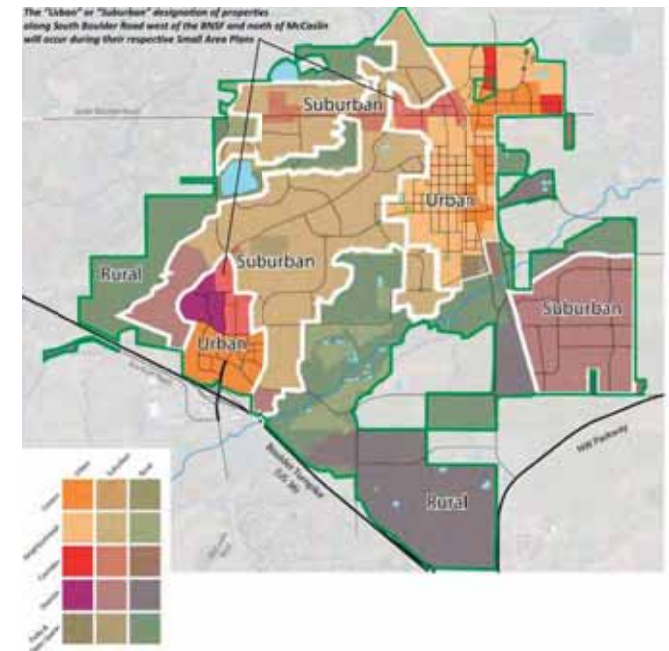
Vision and Values

- Community driven statements of what is most important to Louisville
- Act as foundation for plan's policy development
- Examples of how they can be actionable:
 - Policies tied to specific vision/values statements
 - City Council work plans
 - Budgeting



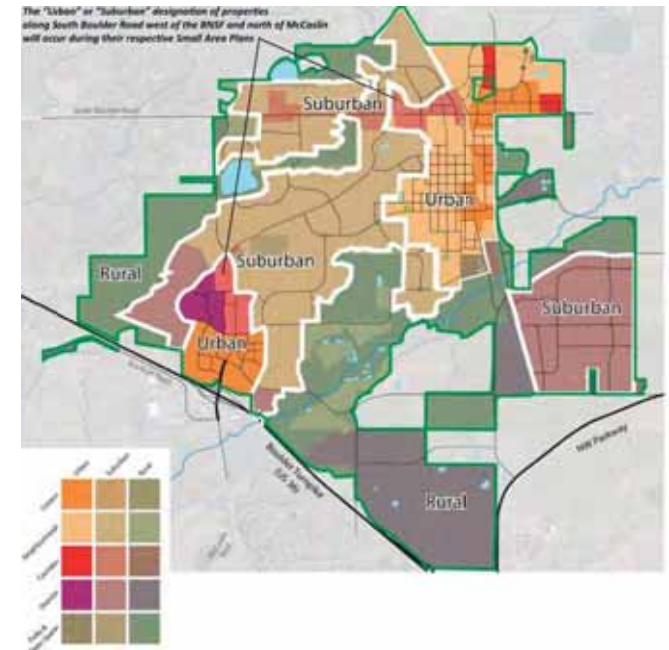
Land Use Framework

- Future land use designations (status quo or calling for changes) that acts as foundation for land use decisions
- Examples of how they can be actionable:
 - Private development requests required to show plan consistency
 - Changes to zoning code to align desired features of places to regulations (design, context, etc.)
 - Future public facilities, land acquisitions



Transportation Framework

- Future transportation system
- Acts as foundation for transportation decisions
- Examples of how they can be actionable:
 - Private development requests required to provide transportation connections
 - Changes to street design standards to align with desired street types
 - Capital Improvements Planning (CIP) for city-initiated transportation projects



Topical Policy Statements

Can be freestanding in Comprehensive Plan or align/reinforce from other City plans on topics like:

- Environmental sustainability
- Equity, Diversity, and Inclusion
- Historic preservation
- Parks, recreation, open space
- Housing affordability
- Economic development and fiscal health
- Recovery and resilience

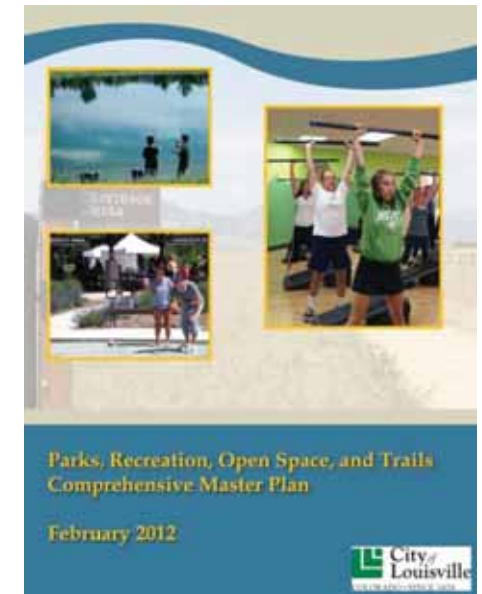
The screenshot displays a page from the 2023 Comprehensive Plan. On the left, there is a map of Louisville with various colored overlays representing different policy areas. The map includes a legend with categories such as 'Area of Interest', 'Neighborhood', 'Historic District', 'Urban Growth Boundary', 'Transportation Corridor', 'Bike Network', and 'Public Transit Station'. To the right of the map, there are several text blocks containing policy statements and principles. These include:

- Policy 1000.2.1:** The Planning and Public Safety Department, Public Works Department and the Police and Recreation Department shall collaboratively generate multimodal transportation plans for the regional neighborhoods and commercial areas of the City. At a minimum, the work shall include:
 - a) Safe Routes to School
 - b) Parking Management
 - c) Pedestrian Circulation
 - d) Board Crossover
 - e) Vehicular Circulation and Neighborhood Traffic Calming
- Policy 1000.2.2:** The Planning and Building Safety Department, Public Works Department and the Parks and Recreation Department shall collaboratively generate multimodal transportation plans for 1000+ and 1000+ Street, Midtown Neighborhood, South Boulder Road, and Silver Road which shall include:
 - a) Long Term Land Use Vision and Urban Design Assessment
 - b) Blue streets and Long-term multimodal transportation performance evaluation
 - c) Parking
 - d) Transit Circulation and pedestrian access
 - e) Pedestrian and bicycle wayfinding
- Policy 1000.2.3:** The Planning and Building Safety Department, Public Works Department and the Parks and Recreation Department shall generate a City-wide multi-modal Transportation Strategic Plan that encompasses and coordinates the Strategic, and neighborhood, community, and primary plan. The plan shall include:
 - a) Safety Management and Traffic Calming Program
 - b) Pedestrian Access Plan
 - c) Board Member Plan

At the top right of the page, the heading 'The Framework' is visible, followed by a list of related plans: Transit Service Plan, Primary Land Use Plan, Transportation Network Management, and Policy 1000.2.4. The page footer includes the text '2023 Comprehensive Plan' and a small graphic of people.

Active Parallel City Projects

- PROST Master Plan Update
- Louisville Downtown Vision Plan (LDVP)
- Housing Plan



ACAB Role

- Share feedback during at least two Comprehensive Plan-focused ACAB meetings.
- Participate in community engagement (events, surveys, etc.)
- Spread the word in the community about the project!
Community input is vital to success.

Community Engagement

Engagement “Windows”

1. Community Vision and Values
2. Community Choices, Strategy Framework
3. Draft Plan



Community Engagement

Engagement Types

1. City Council, Planning Commission throughout
2. City boards and commissions
3. Focus groups (e.g., EDI, businesses)
4. Public events (virtual, in person)
5. Engage Louisville online engagement (e.g., surveys)
6. Intercept events

Schedule

Proposed Abbreviated Comprehensive Plan Update Schedule (subject to change)

	2024				2025		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Engagement Window #1: Vision and Values							
Engagement Window #2: Choices and Plan Framework							
Engagement Window #3: Draft Plan							
Draft Plan Framework and Key Community Choices							
Draft Plan (* = planned City Council adoption)							*

Requested LRC Feedback

1. What does success look like to you for this project?
2. What are the top three issues the project should address?



engagelouisvilleco.org/comp-plan

SUBJECT: DISCUSSION/DIRECTION – ICE RINK FINANCIAL
CONTRIBUTION FOR THE 2024-2025 SEASON

DATE: MARCH 20, 2024

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The Louisville Revitalization Commission (LRC) agreed to provide financial assistance for operation of the City’s outdoor ice skating rink. The LRC must now notify City Council whether it intends to contribute financially to the ice rink for the 2024-2025 season.

DISCUSSION:

The LRC entered into the attached Cooperation Agreement (*Attachment #1*) with the City of Louisville regarding the outdoor skating rink on September 20, 2023. The Cooperation Agreement formalized the LRC’s financial assistance of \$425,458 for the 2023-2024 season. The process for renewing the agreement for the 2024-2025 Season is outlined in Section 2.f of the Agreement, and included below:

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.

Per the above language, the LRC must submit written notice to City Council indicating whether or not the LRC intends to financially contribute to the ice rink for the 2024-2025 season. The LRC’s notice must include how much the LRC will contribute (if any), and whether it will pay for electricity. Staff has prepared two letters from the LRC for review and discussion. The first letter (*Attachment #3*) indicates that the LRC will financially contribute to the ice rink for the 2024-2025 season. Staff has left the contribution amount blank in hopes of receiving feedback from the LRC. This letter also includes a contribution from the LRC for electricity charges. The second letter indicates (*Attachment #4*) that the LRC does not intend to contribute any funding for the ice rink for the 2024-2025 season.

SUBJECT: ICE RINK FINANCIAL CONTRIBUTION FOR 2024-2025 SEASON

DATE: MARCH 20, 2024

PAGE 2 OF 2

Following discussion and direction from the LRC, staff will finalize the selected letter representing the LRC's desired level of financial contribution and submit it to City Council. Following Council's receipt of the letter, Council will respond by May 31, 2024 indicating whether or not they intend to renew the Management Agreement (*Attachment #2*) for the 2024-2025 season. If the Management Agreement is renewed and the LRC's financial assistance is accepted, the LRC shall make a lump sum payment in the amount indicated in the notice by June 30, 2024.

RECOMMENDATION:

Staff requests feedback on whether the LRC wishes to financially contribute to the City's outdoor ice skating rink for the 2024-2025 season. The notice must also include a total financial contribution, and whether or not the LRC intends to pay for electricity.

ATTACHMENTS:

1. Cooperation Agreement for the Outdoor Skating Rink
2. Equipment Purchase, Equipment Rental and Management Agreement
3. Letter Indicating LRC Financial Support
4. Letter Indicating No LRC Financial Support

**LOUISVILLE REVITALIZATION COMMISSION
RESOLUTION NO. 23-02**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT WITH
THE CITY REGARDING THE OUTDOOR SKATING RINK AT THE
STEINBAUGH PAVILION**

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

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

WHEREAS, the City 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”); and

WHEREAS, under the Management Agreement, the City has or 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; and

WHEREAS, 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; and

WHEREAS, in addition to paying the Management Contract Price, the LRC has agreed to pay electricity costs incurred by the City relative to the Ice Rink, up to a not-to-exceed amount; and

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

WHEREAS, the Plan provides for financing the activities and undertakings of the

LRC by means of property tax allocation or tax increment financing ("Property Tax TIF") in accordance with Section 31-25-107(9) of the Act; and

WHEREAS, the LRC finds that the continued operation of the Ice Rink will help 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, and thus desires to participate financially in the Ice Rink; and

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

WHEREAS, there has been prepared a Cooperation Agreement to set forth the terms and conditions of the LRC's financial assistance to the City for the Ice Rink; and

WHEREAS, the LRC and the City intend that LRC financial assistance for the Ice Rink 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").

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

Section 1. The proposed Cooperation Agreement (the "Agreement") between the City of Louisville and the Louisville Revitalization Commission (the "LRC"), regarding the outdoor ice rink at the Steinbaugh Pavilion on Front Street, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

ADOPTED this 20th day of September, 2023.

ATTEST:



Corrie Williams, Secretary



Alexis Adler, Chair

COOPERATION AGREEMENT (Outdoor Skating Rink)

This Agreement (the "Cooperation Agreement") is made as of September 20, 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.

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.

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:

Carm R. White

Secretary

[Signature]

Chair

EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT

Skating Event 2023-24 Season

1.0 PARTIES

This EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this 6th day of July, 2023 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Loners LLC**, a Colorado limited liability company doing business as **Rocky Rinks**, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion, and of certain adjacent streets and public parking areas being made available to Contractor by the City for the conduct of the City's annual wintertime temporary outdoor ice skating rink (the "Premises").
- 2.2 The City desires to engage the Contractor for the purpose of purchasing refrigerated ice rink equipment (the "Equipment"), renting a 100T chiller with integrated pumps for use with the Equipment (the "Rental"), and providing event management services (the "Services") as further set forth in the Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference, for conduct of the City's hosting of annual public ice skating event, consisting of a temporary ice rink, concessions stand, and skate rental booth (the "Event" or "Skating Event"). In the event of any conflict between the terms in the body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to provide the Equipment and Rental and perform the Services.

3.0 SCOPE OF AGREEMENT

The purpose of this Agreement is to provide for the necessary equipment and management services for the City's annual Skating Event for the 2023-24 season. During the term of this Agreement, Contractor shall have exclusive use of the Premises for conduct of the Event.

- 3.1 **Equipment Purchase and Rental.** The City shall purchase from Contractor all equipment necessary to set up and operate the ice rink (the "Equipment"), except

for the chiller, which City shall rent from Contractor for the season (the “Rental”), all as set forth in **Exhibit A**.

- 3.2 **Equipment Installation.** Contractor shall install the equipment purchased and rented by the City or otherwise necessary to set up and host The Event. Contractor shall provide for City approval a schedule for equipment delivery, set-up, maintenance, operation, and removal of all equipment and other personal property and temporary improvements for conduct of The Event pursuant to this Agreement and in compliance with all codes, ordinances, rules, and regulations of the City.
- 3.3 **Management Services.** The City retains Contractor to provide management services to the City’s temporary outdoor rink for the Skating Event, the “Event” referenced in **Exhibit A**, which includes ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment.

Without limiting the generality of the foregoing, Contractor’s Event Management Services shall include, but not be limited to, and shall be subject to the following conditions:

- 3.3.1 Contractor shall provide all operational staff and shall be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. Contractor shall provide site-specific training to all staff members with a focus on providing excellent customer service.
- 3.3.2 Contractor shall maintain all ice surfaces and keep the same free from snow and debris.
- 3.3.3 Contractor shall keep all walkways free from ice and snow.
- 3.3.4 Contractor shall keep all outdoor areas free from trash and debris. The City shall continue to service all City-owned trash receptacles currently on the Premises in accordance with the City’s regular trash service schedule for the Premises. If in order to keep the Premises clean, additional trash removal than that provided by the City is required, Contractor shall be responsible for such trash removal. Pursuant to the Louisville Sustainability Action Plan, Contractor is required to provide Zero Waste stations, featuring recycling and compost bins.
- 3.3.5 Contractor shall ensure that all City ordinances, rules, and regulations are followed and enforced.
- 3.3.6 Contractor shall ensure the ice rink is used only by members of the public and for no private purpose or event without the City’s prior written consent. No private event may be held during the hours of operation for public skating established pursuant to Section 3.4.2 hereof.

- 3.3.7 Contractor shall immediately notify the City in the event repairs are required to any City-owned or leased building, equipment, or area.
- 3.3.8 Contractor shall secure all buildings and equipment when not in use and will be liable for any damages, thefts, or other costs resulting from the failure to properly secure any building or equipment.
- 3.3.9 Contractor shall manage and take full responsibility for all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies.
- 3.3.10 Contractor shall not place or permit any signs on the Premises in connection with the Event except those approved by the City in writing, which approval may be granted or denied in the City's sole discretion.
- 3.3.11 Contractor shall not keep any hazardous materials in or about the Premises without prior written consent of the City, which consent may be granted or denied in the City's sole discretion. "Hazardous material" includes, but is not limited to, asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.
- 3.3.12 The City shall have no responsibility, liability, or obligation with respect to the safety or security of any Contractor's personal property placed on or located at the Premises, it being acknowledged and understood by the Contractor that the safety and security of any such property is the sole responsibility and risk of Contractor. Contractor shall not remove any of the City's Equipment or personal property from Premises.
- 3.4 **Conduct of the Event.** The Skating Event shall be conducted subject to all terms and conditions of this Agreement, and in accordance with the following standards and limitations:
- 3.4.1 Amplified sound shall not be permitted beyond 10:00 p.m. and the volume of which shall not be so loud that it materially interferes with or disrupts an individual's conduct of activities in his or her home, which noise level shall be measured against the objective standard of a reasonable person of normal sensitivity as determined by the City. Amplified sound shall not be used before start times designated by the City Manager or his designee. Notwithstanding the foregoing, the City reserves the right to require

Licensee to further restrict times of and/or reduce the volume of amplified sound.

3.4.2 Hours of operation for public skating during the season shall be as follows: Monday – Wednesday, from 3 p.m. to 7 p.m.; Thursday, from 3 p.m. to 9 p.m.; Friday, from 3 p.m. to 10 p.m.; Saturday, from 11 a.m. to 10 p.m.; and Sunday, from 11 a.m. to 8 p.m. Public skating hours of operation may be adjusted with prior written approval of both parties, provided that public skating hours may not to exceed 550 hours for the entirety of a season. Contractor may make arrangements with third-party organizations to hold private events on the Premises outside of the hours of operation for public skating, subject to City consent in accordance with Section 3.3.6 hereof. Contractor assumes any and all liability that may arise out of such private events, including but not limited to liability for injuries to event participants and spectators, and damage to, or loss or theft of, the Equipment, the Rental, or any personal property or fixtures of the City or of any third party. No Event activities, including public skating and private leagues or events, shall begin before 8:00 a.m. and extend beyond 10:00 p.m.

3.4.3 No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.

3.4.4 No alcohol sales, service, tastings, or consumption (whether for consideration or not) shall be permitted.

3.5 **Post-Season Restoration of Premises.**

3.5.1 At the conclusion of the 2023-24 season, Contractor shall cease use of the Premises and shall return the same to as good a condition as when Contractor commenced its Services except for normal wear and tear not resulting from Contractor's negligence.

3.5.2 The City shall remove and store the Equipment purchased by the City from Contractor pursuant to this Agreement. Within ten (10) days following conclusion of the 2023-24 season, Contractor shall remove the chiller rented by the City from Contractor and any other equipment or personal property installed or placed on the Property by Contractor.

4.0 **CONTRACTOR COMPENSATION**

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the following amounts, which are set forth in **Exhibit A** attached hereto and incorporated herein by this reference:

Equipment Purchase (No Chiller) + Annual Set-up and Strike:	\$201,200.00
Chiller Rental:	\$ 52,000.00

Ice Skates + Sharpener	\$ 40,250.00
Event Management	<u>\$112,008.00</u>
Total Cost of Equipment Purchase, Rental and Management	\$405,458.00

The City shall not pay mileage or 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 Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services that exceeds the amount payable under the terms of this Agreement.

4.2 Payment terms shall be as follows:

4.2.1 Upon execution of this Agreement, the City shall pay Contractor \$300,000.00.

4.2.2 On or before October 1, 2023, the City shall pay Contractor the balance of \$105,458.00.

5.0 EVENT REVENUES

5.1 The City shall receive all amounts derived from skater fees, including admissions and skate rentals (the “Revenues”) derived from The Event. Contractor shall collect such amounts from patrons and hold the funds in trust for the City until remitted. The City reserves the right to charge Contractor a fee to use the Premises for private leagues and private events, which fee shall not exceed an amount calculated to offset wear and tear to the Equipment reasonably attributable to such private leagues or events. In the event the City imposes such a fee, the fee shall be remitted to the City along with and in the same manner and frequency as Revenues.

5.2 Within fifteen (15) days after the last day of each month during the Term of this Agreement, Contractor shall remit the Revenues to the City along with a financial accounting for such month’s operation meeting the requirements of Section 15 of this Agreement.

6.0 PROJECT REPRESENTATION

6.1 The City designates April Kroner as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall

comply with the directions given by April Kroner and such person's designees.

- 6.2 The Contractor designates Mateusz Szkubel as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Mateusz Szkubel, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

7.0 TERM AND RENEWAL

- 7.1 The term of this Agreement shall be from the Effective Date to February 29, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Equipment is delivered and Services are provided in a timely fashion for the skating season to begin on November 18, 2023.
- 7.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.
- 7.3 The City shall have the right to renew the Services portion of this Agreement for an additional term for the 2024-25 season upon written notice to the Contractor delivered on or before May 31, 2024.

8.0 INSURANCE

- 8.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 8.1.1 through 8.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 8.1.1 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.
- 8.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. **The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.** The additional insured endorsement shall be at least as broad as ISO form CG2010 for General Liability coverage.
- 8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 8.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 8.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 8.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand,

or the City may offset the cost of the premiums against any monies due to Contractor from the City.

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

9.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with Contractor's use of the Premises, the Services, or any other activities permitted hereunder, including without limitation private leagues or events, if such injury, loss, or damage is caused by the Contractor's breach of this Agreement, or negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorney 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 Contractor. The City shall be entitled to its costs and attorney' fees incurred in any action to enforce the provisions of this Section 9.0. The Contractor'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.

10.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

11.0 INDEPENDENT CONTRACTOR

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

- 11.1 CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

- 11.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 11.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 11.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 11.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 11.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 11.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 11.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 11.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

12.0 ASSIGNMENT

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

13.0 DEFAULT

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

14.0 TERMINATION

- 14.1 The City may terminate this Agreement at any time for a material breach of any of the conditions of this Agreement, including but not limited to payment, hours of use, location of use, failure to meet conditions of licensing, provision of insurance, failure to abide by any provision concerning protection of City property, and noise violations. For other breaches, the City will give notice of the same to Contractor and provide a reasonable time for cure, recognizing that given the nature of the Services provided pursuant to this Agreement, such reasonable time may be measured in minutes.
- 14.2 In the event of termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

15.0 EVENT REPORTING AND RECORDS INSPECTION AND AUDIT

- 15.1 The City has a responsibility to the community to ensure financial transparency and prudent management of City funds and facilities.
- 15.2 As set forth in Section 5.2, each monthly remittance shall be accompanied by a financial accounting of operations conducted by Contractor pursuant to this Agreement. This financial accounting shall be in a form reasonably acceptable to the City and contain, at a minimum a summary of attendance for each day of operation during that month; any special circumstances that affected attendance, such as but not including group events; skate rental fees (if charged in addition to entry fee); a break-down of the percentage cash and card transactions; attendance by zip code for those paying with a credit or debit card; and any other information reasonably requested by the City.
- 15.3 Consultant shall maintain records, books, documents, and other evidence directly pertinent to the performance of the Services under this Agreement in accordance with generally accepted accounting principles and practices. The City shall the right to access and examine such records, without charge, during normal business hours upon reasonable advance notice. The City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. All Contractor business records and any transcripts therefrom shall be maintained as confidential by the City, to the extent permitted by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorney fees and 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held pursuant to this Agreement at the rate specified by such licensing organizations. The City holds no responsibility for these payments.

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 email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

e-mail: akroner@louisvilleco.gov

If to the Contractor:

Loners LLC d/b/a Rocky Rinks
Attn: Mateusz Szkubel
400 N Park Ave Unit 12B
Breckenridge, CO 80424
e-mail: matt@rockyrinks.com

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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. Contractor 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 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: Dennis Maloney
Dennis Maloney, Mayor

Attest: Meredyth Muth
Meredyth Muth, City Clerk

CONTRACTOR:
LONERS LLC d/b/a ROCKY RINKS

By: Muth

Title: Owner

Exhibit A
Rocky Rinks Proposal

WinterSkate

Historic Downtown Louisville, CO

Event Summary

The annual refrigerated rink is to run between November 18th and February 29th for the 2023-24 season. The host requires a turn-key attraction solution including ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment.



Why Rocky Rinks

Enjoy a flawless event from set-up to strike with a dynamic team of dedicated installers, rink techs, and event professionals. Our motivated and agile crew rely on strict operating procedures and a guest-centric attitude to keep spirits high and deliver an unforgettable experience for all in attendance. We maximize fun for your guests with a warm reception and clear communication behind the scenes.

What's the secret? Dedicated managers and techs who are experts in their field, and local staff who are properly trained and compensated competitively with 1.5x pay for all holiday shifts, creating a better environment for everyone.

Quality equipment from rink refrigeration to professional audio bring the event to life and make a big impression. With unmatched systems from industry leads like CALMAC, Trane, and Zamboni, guests will feel the difference in each stride. Perfect ice from season open to close.

We work with hosts on a variety of events and equipment from seasonal and year-round refrigerated rinks, to rock climbing walls and water slides. Our corporate portfolio includes organizations like *Iron Sleek Rink Systems* of Itasca, IL, *Moon Jump, INC* of Addison, IL, and *Big Air Jumpers* of Denver, CO.

Event Options

Choose from an equipment rental or purchase, with optional event management, for a season ending 2/29. Rink equipment rental is based on a flat rate for the season. Skates, sharpener, and skating aids are most economical when purchased.



Refrigerated Rink Equipment Rental

Season Open 11/18 - Season Close 2/29

ITEM	RATE/SEASON	SUBTOTAL
Refrigerated Rink Package (6,390sqft) Dimensions Approx 62' x 105' (90' x 62' + 15' x 54') - Includes 8' to Reach Past Cut-Out - 6,390sqft Total Surface / 6,738sqft Piping <i>Requires 100T Chiller w/ Extreme Low-Temp Operation 8-10F</i> High Flow 5/8" O.D. Commercial Refrigeration Piping Ice Mats 4" Steel Frame Clear-View Dasher Board System - Polycarbonate	\$137,375.00	\$137,375.00
Sand Box Leveling Base 2x12 Lumber 350LF, Utility Sand 165 tons	\$13,225.00	\$13,225.00
Off-Ice Equipment Barriers, Railings, Access Ramps Benches, Sales Booth, Skate Rental Booth Re-vulcanized Rubber Flooring POS Sales Systems, Registers, Safe	\$15,950.00	\$15,950.00
Ethylene Glycol Premix Approximately 1,000 Gallons Heat Transfer Fluid	\$9,850.00	\$9,850.00
Freight Delivery Combined Delivery - Multiple Direct Truck/Hot-Shot Shipments	\$9,600.00	\$9,600.00
INSTALLATION Full Installation - Set-Up & Strike Rink Assembly, Glycol Charging, and Commissioning Includes Set-Up & Strike	\$15,200.00	\$15,200.00

Equipment Purchase (No Chiller) + Annual Set-Up & Strike: \$201,200.00

\$186,000 Equipment + \$15,200 Set-Up & Strike

Chiller Rental

ITEM	RATE/SEASON	SUBTOTAL
<input checked="" type="checkbox"/> 100T Rental Chiller w/Integral Pumps - Until 2/29/24 Leased for Season Extending from Black Friday 2023 to February 29th 2024.	\$52,000.00	\$52,000.00
Total:		\$52,000.00

Ice Skates + Sharpener

RINK CAPACITY 50SQFT/PERSON	QUANTITY	SKATE PRICE	SKATE AIDS	SHARPENER PRICE	SKATE RACK PRICE	MISC.
125 Skaters	250 Total - Mixed Youth/Adult Leather/Soft or Hockey Style	\$26,750	\$1,825 (6 Seal Aids)	\$1,775 Wissota Deluxe	\$9,400 (4 x 60 Pair \$2,350/ea) Welded Portable Rack	\$500 Additional Grinding Wheels
Total:						\$40,250.00

Event Management

ITEM	RATE/TERM	TOTAL
Event Operations Staff + Management Cashier/Skate Rental, Ice Maintenance, Entertainment/Announcements	Season End 2/29 <i>(Includes 1.5x Holiday Pay)</i>	\$76,508
Skate Sharpening + Cleaning	Per Event	\$5,000.00
Insurance	Per Event	\$7,500.00
Entertainment Package Holiday Music (Fully Licensed) Mixed Spot Light/Display Beam/Party LightMixer, Mics, Cords, Speakers/PA - 6500sqft	Per Event	\$12,750.00
Resurfacers Rental - Zamboni	Per Event	\$10,250
Event Dates 11/18/23 - 2/29/24		Total: \$112,008.00

Terms & Scheduling

November install dates are in high-demand so scheduling is recommended as soon as possible. A 75% deposit is due at signing to schedule the project and submit component orders, remainder is due by 10/01/2023. Once scheduled, Rocky Rinks will conduct a site-visit to confirm rink site specifications.

Contact

Matt Szkubel
(720) 987-0909



Signature Certificate

Reference number: 6E8EU-Z6KT5-CVPXK-TJPZS

Signer

Timestamp

Signature

Matt Szkubel

Email: matt@rockyrinks.com

Sent: 28 Jun 2023 00:18:56 UTC
Viewed: 28 Jun 2023 00:18:57 UTC
Signed: 28 Jun 2023 00:20:02 UTC



IP address: 174.215.20.133

Meredyth Muth

Email: meredythm@louisvilleco.gov
Shared via link

Sent: 28 Jun 2023 00:18:56 UTC
Viewed: 05 Jul 2023 16:51:59 UTC
Signed: 06 Jul 2023 15:27:54 UTC

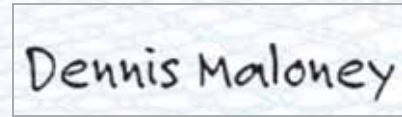


IP address: 199.127.132.134
Location: Louisville, United States

Dennis Maloney

Email: dennism@louisvilleco.gov
Shared via link

Sent: 28 Jun 2023 00:18:56 UTC
Viewed: 06 Jul 2023 15:28:04 UTC
Signed: 06 Jul 2023 15:28:36 UTC



IP address: 199.127.132.134
Location: Louisville, United States

Document completed by all parties on:

06 Jul 2023 15:28:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





March 20, 2024

Louisville City Council
749 Main Street
Louisville, CO 80027

Louisville City Council;

Per Section 2.F of the attached Cooperation Agreement, the Louisville Revitalization Commission (LRC) is required to notify City Council of the LRC's intent to contribute financially to operation of the City's annual wintertime temporary outdoor ice skating rink located at the Steinbaugh pavilion (the "Program").

Please accept this letter as notice that the LRC intends to contribute a total of \$XXX to the Program for the 2024-2025 Season. Additionally, the LRC agrees to pay (up to \$20,000 for) electricity use charges relative to the ice rink for the 2024-2025 Season.

Sincerely,

Louisville Revitalization Commission
Louisville's Urban Renewal Authority

March 20, 2024

Louisville City Council
749 Main Street
Louisville, CO 80027



Louisville City Council;

Per Section 2.F of the attached Cooperation Agreement, the Louisville Revitalization Commission (LRC) is required to notify City Council of the LRC's intent to contribute financially to operation of the City's annual wintertime temporary outdoor ice skating rink located at the Steinbaugh pavilion (the "Program").

Please accept this letter as notice that the LRC does not intend to contribute financially to the Program for the 2024-2025 Season.

Sincerely,

Louisville Revitalization Commission
Louisville's Urban Renewal Authority

**SUBJECT: LOUISVILLE REVITALIZATION COMMISSION POTENTIAL
FINANCING SCENARIOS**

DATE: MARCH 20, 2024

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:

The Louisville Revitalization Commission (LRC) is the City Louisville's urban renewal authority. The LRC is funded by a property tax on properties located in the Highway 42 Urban Renewal Area and need to be spent within the boundary area. The LRC seeks to work with property owners, businesses, and other stakeholders to support and stimulate private development.

The LRC currently has a variety of ongoing programming that is allocated for in their annual budget. The programming currently includes the façade improvement program, property improvement program, direct assistance, tax increment financing and area planning work. Commissioners have expressed a desire to continue programming through the life of the urban renewal area and adjust or create programming as needed to support the mission of blight mitigation, removal, and prevention.

The LRC has a relatively stable budget as it is funded by property tax. A stable budget allows current programming to continue, while exploring financing scenarios opens additional opportunities for the LRC to make impact within the Highway 42 Urban Renewal Area. This financing scenario exercise is the start of the conversation for long-term resource planning within the LRC budget. These scenarios are subjective, and meant to showcase a variety of ways that the LRC can spend their budget amongst current and planned projects. The cost of financing, cost of specific projects and timeline of projects are all subject to change based on when action is taken, and the amount of funding utilized.

There are a variety of projects that the LRC has expressed interest in being a partner in. These projects are included in the attached table, with some rough estimates of potential project costs. The intent of this exercise is to familiarize LRC Commissioners on the potential coordination between projects and give some background on opportunities as they prepare to allocate funding.

FISCAL IMPACT:

There is no current fiscal impact. If no action is taken, the LRC revenues and expenditures will proceed as they have historically and as budgeted. Fiscal impact of a

SUBJECT: FINANCING SCENARIOS

DATE: MARCH 20, 2024

PAGE 2 OF 2

bond or other financing scenario will be dependent on specific amount, timing and terms of financial agreement.

PROGRAM/SUB-PROGRAM IMPACT:

Funding decisions will impact current and future LRC programming. These scenarios do not account for the entirety of the LRC's revenues, only various amounts to fund larger scale projects. Current programs could continue throughout the life of the urban renewal area if commissioners allocated for them in their annual budget.

RECOMMENDATION:

No action to be taken at this meeting. This information is for planning purposes as the LRC receives funding requests for projects.

ATTACHMENT(S):

1. 2024 02 28 LRC Financing Comparison
2. 2024 03 20 LRC Financing Scenario Tables
3. 2024 02 28 LDVP LRC Presentation

Louisville Revitalization Commission, Colorado

Property Tax Increment Revenue Bonds, Series 2024

Project Fund and Debt Service Comparison

Assumes Estimated Bank Rate as of February 2024 with no Moral Obligation Pledge ⁽¹⁾

	Scenario 1: \$3 Million Project Fund			Scenario 2: \$7 Million Project Fund			Scenario 3: \$10 Million Project Fund				
	Series 2024			Series 2024			Series 2024				
Sources											
Par Amount	\$3,050,000			\$7,050,000			\$10,050,000				
Total Source of Funds	\$3,050,000			\$7,050,000			\$10,050,000				
Uses											
Project Fund	\$3,000,000			\$7,000,000			\$10,000,000				
Cost of Issuance	50,000			50,000			50,000				
Total Use of Funds	\$3,050,000			\$7,050,000			\$10,050,000				
Finance Statistics											
Dated Date	9/4/2024			9/4/2024			9/4/2024				
Interest Rate	5.000%			5.000%			5.000%				
Maximum Annual DS	\$706,000			\$1,415,500			\$1,883,500				
Total Repayment	\$4,016,854			\$9,086,938			\$12,843,688				
Debt Service Cash Flow											
Year	Annual Net Revenues ⁽²⁾	Refunding Debt Service	Scenario 1			Scenario 2			Scenario 3		
			Series 2024	Aggregate Debt Service	Annual Excess Revenues	Series 2024	Aggregate Debt Service	Annual Excess Revenues	Series 2024	Aggregate Debt Service	Annual Excess Revenues
2024	954,600	790,163	36,854	827,017	127,583	160,188	950,350	4,250	161,438	951,600	3,000
2025	2,147,410	792,750	152,500	945,250	1,202,160	618,750	1,411,500	735,910	1,090,500	1,883,250	264,160
2026	2,284,900	788,500	152,500	941,000	1,343,900	625,250	1,413,750	871,150	1,096,000	1,884,500	400,400
2027	2,423,430	792,750	152,500	945,250	1,478,180	620,750	1,413,500	1,009,930	1,089,750	1,882,500	540,930
2028	2,580,450		702,500	702,500	1,877,950	1,410,750	1,410,750	1,169,700	1,882,250	1,882,250	698,200
2029	2,724,260		705,000	705,000	2,019,260	1,415,500	1,415,500	1,308,760	1,883,500	1,883,500	840,760
2030	2,882,030		706,000	706,000	2,176,030	1,412,250	1,412,250	1,469,780	1,881,000	1,881,000	1,001,030
2031	3,031,370		705,500	705,500	2,325,870	1,411,250	1,411,250	1,620,120	1,879,750	1,879,750	1,151,620
2032	3,200,080		703,500	703,500	2,496,580	1,412,250	1,412,250	1,787,830	1,879,500	1,879,500	1,320,580
	\$3,164,163		\$4,016,854	\$7,181,017	\$15,047,513	\$9,086,938	\$12,251,100	\$9,977,430	\$12,843,688	\$16,007,850	\$6,220,680

(1) Assumes an interest rate based on recent bank rates; interest rate is subject to change based on final timing of a transaction and lenders' cost of capital. Assumes a stand-alone tax increment credit and does not assume a City moral obligation pledge.

(2) Provided by the City with Net Revenues equal to Total Revenue less Support Services, TIF Refunds, Façade Improvements, and Professional Services.

DRAFT

\$3M Fund Option

Item	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5	Scenario 6	Scenario 7
New Investments							
Property Purchase (\$1-3M)	X			X			
PPP Project (\$1-3M)		X		X			
Highway 42 Underpass (\$5M)							
Downtown Vision Plan Elements					X	X	X
- Furnishings (\$100k/b)					Z		
- Concrete Pavers (\$100k/b)					Z		
- Additional Seating (\$200k)					Z		
- Intersection Improvements (\$250-350k/b)					Z		
- Street Trees on Main (\$350k)					Z		
- Streetscape Improvements (\$250-500k/b)					Z		
- Drainage Improvements (\$1M/b)						Z	
- Flexible Street Conversion (\$1.5-2.5M/b)						Z	
- Festival Street Conversation (\$2-3.5M/b)							
- Flexible Plaza at Steinbaugh (\$3M)							Z
Current Programming							
Façade Improvement Program	X	X	X	X	X	X	X
Property Improvement Program	X	X	X	X	X	X	X
Direct Assistance	X	X	X	X	X	X	X
TIF Rebates	Site specific	Site specific	Site specific	Site specific	Site Specific	Site Specific	Site Specific

*b = per block **Not every Z space is for the entirety of downtown, but would need to be planned for specific blocks within each scenario

\$7M Fund Option

Item	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5	Scenario 6	Scenario 7
New Investments							
Property Purchase (\$1-3M)	X		X	X			
PPP Project (\$1-3M)	X	X					
Highway 42 Underpass (\$5M)	X	X	X				
Downtown Vision Plan Elements		X	X	X	X	X	X
- Furnishings (\$100k/b)		Z	Z		Z	Z	
- Concrete Pavers (\$100k/b)		Z	Z		Z		
- Additional Seating (\$200k)		Z			Z		
- Intersection Improvements (\$250-350k/b)		Z	Z		Z	Z	
- Street Trees on Main (\$350k)					Z		
- Streetscape Improvements (\$250-500k/b)					Z		
- Drainage Improvements (\$1M/b)				Z			
- Flexible Street Conversion (\$1.5-2.5M/b)				Z		Z	Z
- Festival Street Conversation (\$2-3.5M/b)							Z
- Flexible Plaza at Steinbaugh (\$3M)				Z		Z	Z
Current Programming							
Façade Improvement Program	X	X	X	X	X	X	X
Property Improvement Program	X	X	X	X	X	X	X
Direct Assistance	X	X	X	X	X	X	X
TIF Rebates	Site specific	Site specific	Site specific	Site specific	Site Specific	Site Specific	Site Specific

*/b = per block **Not every Z space is for the entirety of downtown, but would need to be planned for specific blocks within each scenario

\$10M Fund Option

Item	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5	Scenario 6	Scenario 7
New Investments							
Property Purchase (\$1-3M)	X						
PPP Project (\$1-3M)	X	X		X			
Highway 42 Underpass (\$5M)	X	X	X				
Downtown Vision Plan Elements	X	X	X	X	X	X	X
- Furnishings (\$100k/b)	Z				Z	Z	
- Concrete Pavers (\$100k/b)	Z				Z	Z	
- Additional Seating (\$200k)	Z				Z	Z	
- Intersection Improvements (\$250-350k/b)	Z			Z	Z	Z	
- Street Trees on Main (\$350k)	Z				Z	Z	
- Streetscape Improvements (\$250-500k/b)	Z	Z		Z	Z	Z	
- Drainage Improvements (\$1M/b)		Z		Z		Z	Z
- Flexible Street Conversion (\$1.5-2.5M/b)		Z		Z		Z	Z
- Festival Street Conversation (\$2-3.5M/b)			Z				Z
- Flexible Plaza at Steinbaugh (\$3M)			Z	Z	Z		Z
Current Programming							
Façade Improvement Program	X	X	X	X	X	X	X
Property Improvement Program	X	X	X	X	X	X	X
Direct Assistance	X	X	X	X	X	X	X
TIF Rebates	Site specific	Site specific	Site specific	Site specific	Site Specific	Site Specific	Site Specific

*/b = per block **Not every Z space is for the entirety of downtown, but would need to be planned for specific blocks within each scenario

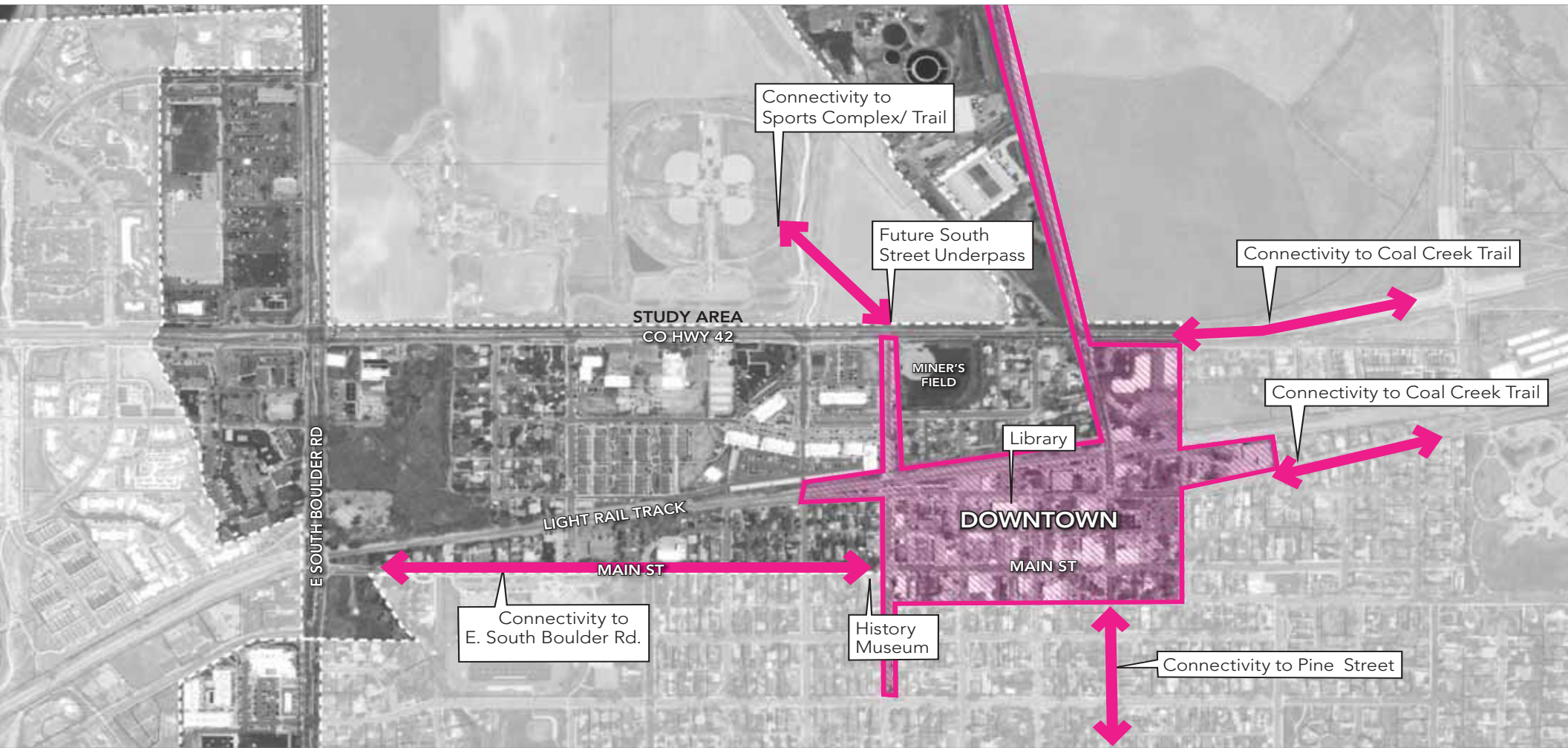


DOWNTOWN VISION PLAN LRC MEETING

CITY OF LOUISVILLE
MIG ARTHOUSE DESIGN FEHR+PEERS

AGENDA

- Why is placemaking important?
- Project Overview
- Engagement Overview
- Current Vision Alternatives (2)
- Cost Estimate
- Next Steps



PROJECT TOPICS

PUBLIC SPACE IMPROVEMENTS

- Design of parks, plazas, patios, and streets
- Street Furnishings
- Landscaping
- Public Art and Sculpture
- Activities and Events

WAYFINDING SIGNS

- Wayfinding signs to downtown
- Downtown District Identity Signage
- Banners

TRANSIT & MOBILITY

- Pedestrian, Biking, and Bus infrastructure & Design
- Sidewalk and Crosswalk Improvements
- ADA accessibility
- On-Street, Off- Street, and Parking Design

A VISION FOR DOWNTOWN

3

NAVIGATE

SIGNAGE AND WAYFINDING IMPROVEMENTS



1

LINK

PEDESTRIAN AND BIKING IMPROVEMENTS



2

AMPLIFY

PUBLIC SPACE ACTIVATION AND DESIGN



S BOULDER ROAD

MAIN STREET TO SOUTH BOULDER ROAD PEDESTRIAN AND WAYFINDING IMPROVEMENTS

LOUISVILLE SPORTS COMPLEX

FUTURE US 42 UNDERPASS

RAILROAD

SOUTH ST UNDERPASS

PINE STREET

US 42

COAL CREEK TRAIL

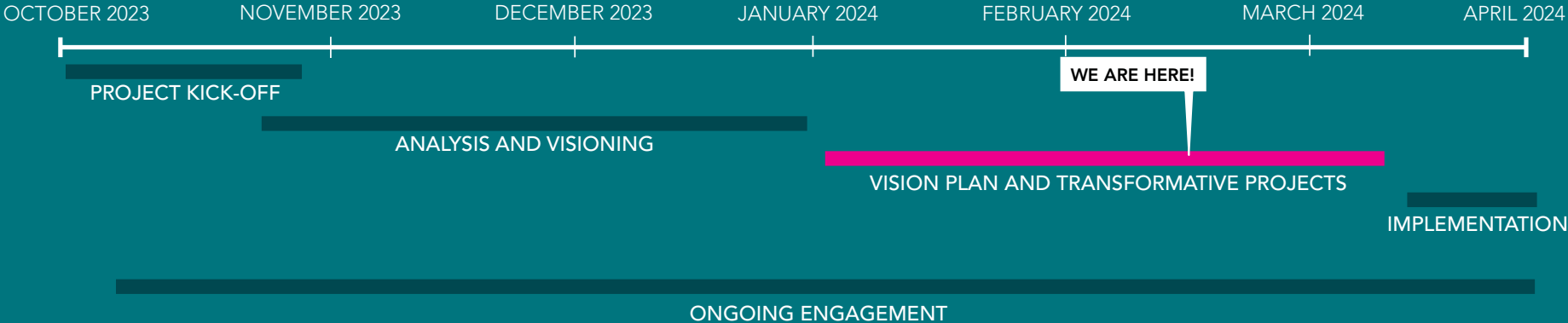
FRONT STREET

MAIN STREET

COAL CREEK TRAIL

MEMORY SQUARE PARK

TIMELINE



ENGAGEMENT



TURKEY TROT



FESTIVAL OF LIGHTS



STAKEHOLDER SITE WALK



OPEN HOUSE

OPEN HOUSE

- Overall positive comments towards shared street concept for Main Street
- Flexible plaza at Steinbaugh was well-received
- Human comfort elements like more seating options, shade trees, and landscaping were often mentioned
- Connectivity east of the railroad tracks (athletic fields, new developments, trails)
- Improved landscaping and play spaces for children ranked high during precedent photo voting



EMERGING CONCEPTS



What if Louisville had the most fun downtown on the Front Range?

What if Downtown was the place where you...

Recharge your batteries?

Play with your children?

Watch your favorite movie?

Celebrate your wedding anniversary?

Discover the history of Louisville?

PLACEMAKING



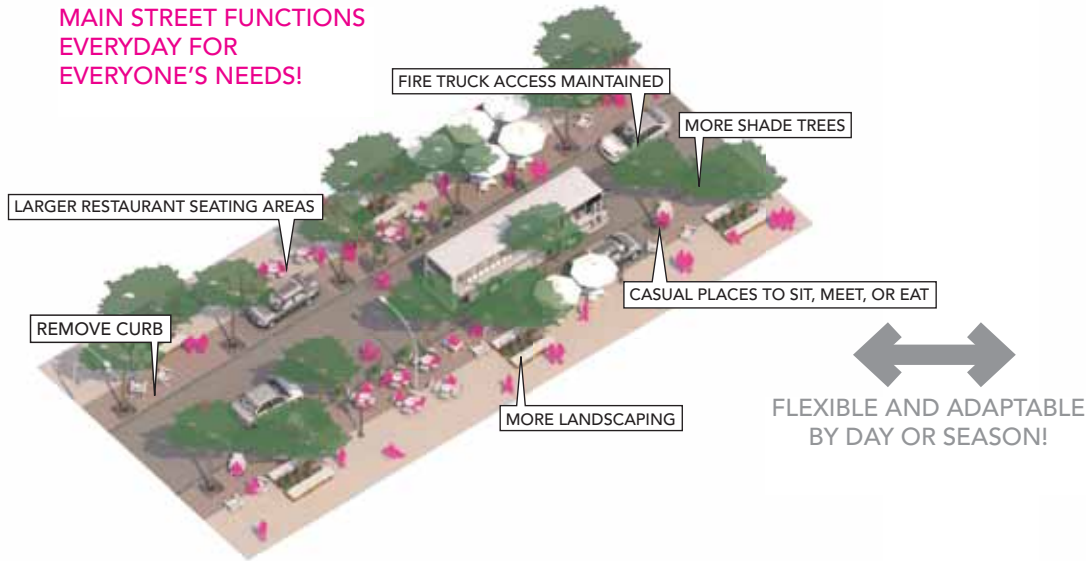
PLACEMAKING



EMERGING VISION CONCEPTS

BOTH CONCEPTS MAIN STREET IS A SHARED STREET

MAIN STREET FUNCTIONS EVERYDAY FOR EVERYONE'S NEEDS!

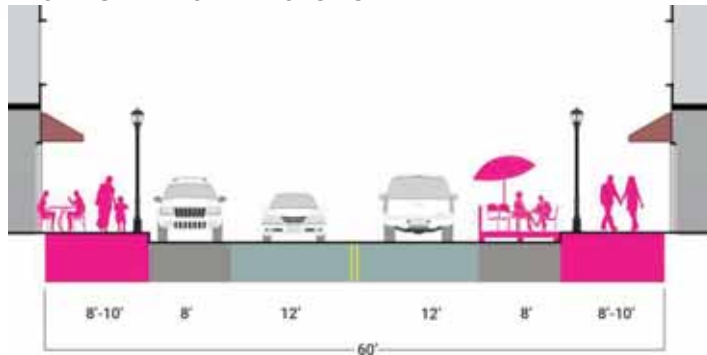


...THEN TRANSFORMS DURING FESTIVALS, EVENTS, AND SEASONAL CLOSURES!

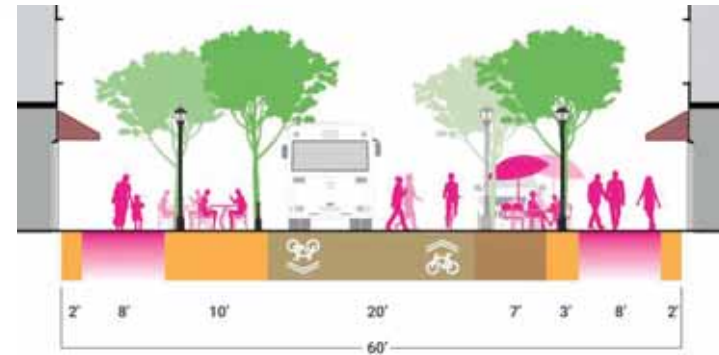


FLEXIBLE AND ADAPTABLE BY DAY OR SEASON!

EXISTING MAIN STREET SECTION



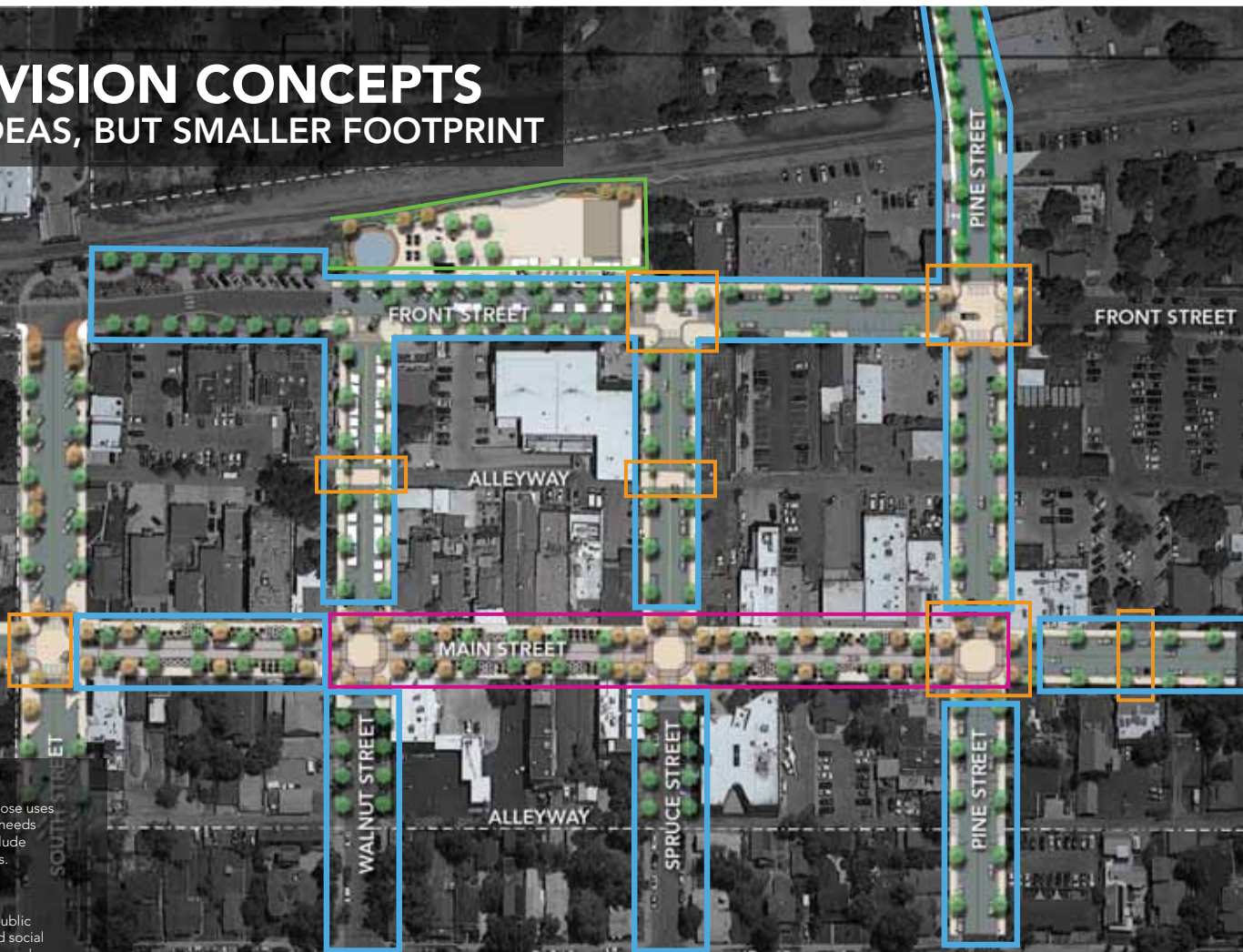
PROPOSED MAIN STREET SECTION





EMERGING VISION CONCEPTS

CONCEPT A BIG IDEAS, BUT SMALLER FOOTPRINT



FESTIVAL STREETS (CURBLESS)

A street designed specifically for multi-purpose uses which is adaptable to varying activities and needs like festivals, events, or parkletes. It may include infrastructure for electricity and water access.



FLEXIBLE PLAZA

A flexible urban plaza serves as a versatile public space for gatherings, events, recreation, and social interaction, adapting to various community needs and activities.



STREETSCAPE IMPROVEMENTS

Simple streetscape improvements like enlarged amenity areas can incorporate more street trees for shade, planters, benches, and bike racks, enhance urban environments by adding beauty, comfort, and functionality.



CROSSING IMPROVEMENTS

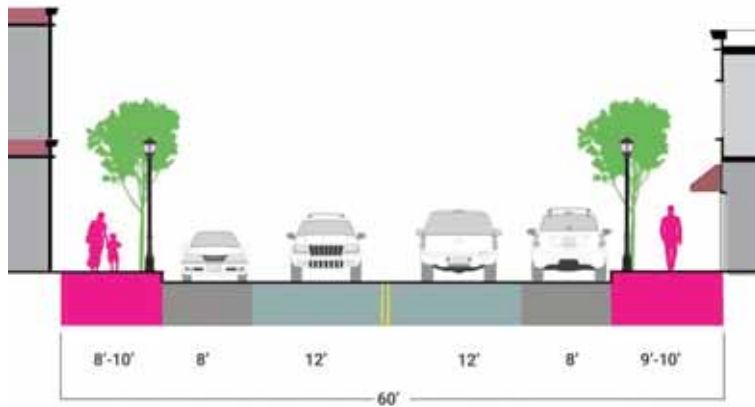
Crossing improvements like improved lighting, distinct ground material changes, raised crosswalks, and narrower lanes can create safer and more comfortable intersections.

EMERGING VISION CONCEPTS

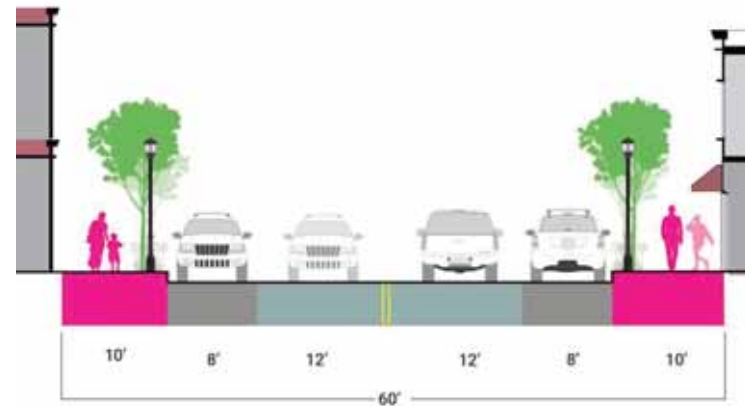
BOTH CONCEPTS SPRUCE AND WALNUT STREETS



EXISTING SPRUCE AND WALNUT STREET SECTION (TYPICAL)



PROPOSED STREET SECTION



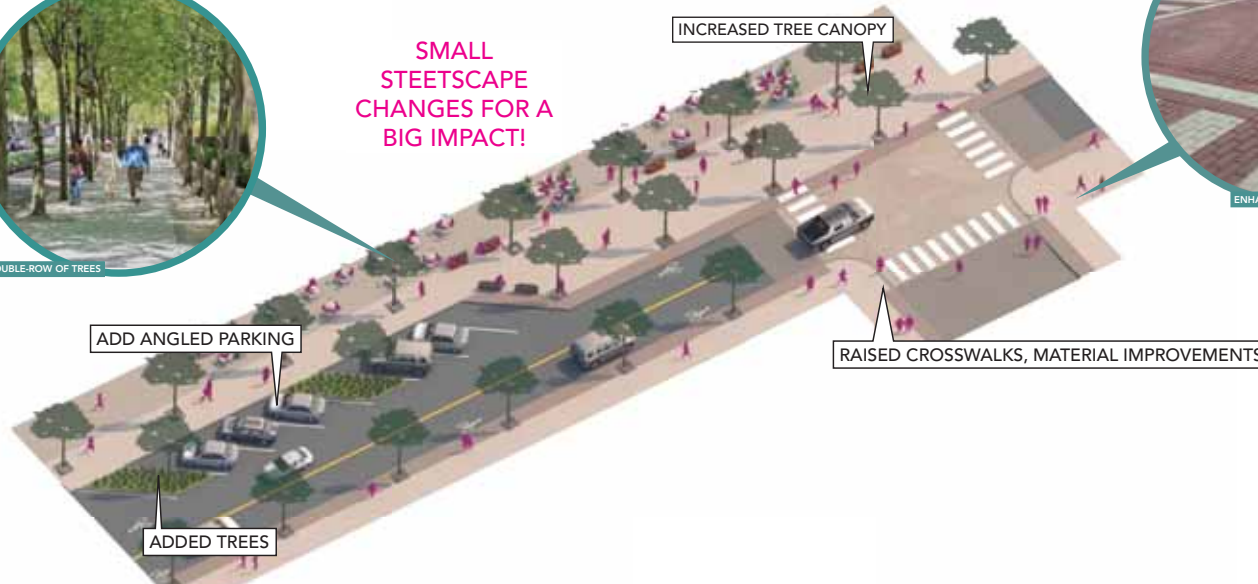
EMERGING VISION CONCEPTS

CONCEPT A FRONT STREET



DOUBLE-ROW OF TREES

SMALL
STREETSCAPE
CHANGES FOR A
BIG IMPACT!



INCREASED TREE CANOPY

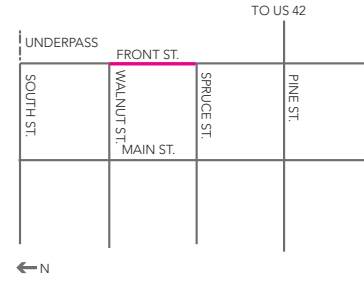
ADD ANGLED PARKING

ADDED TREES

RAISED CROSSWALKS, MATERIAL IMPROVEMENTS



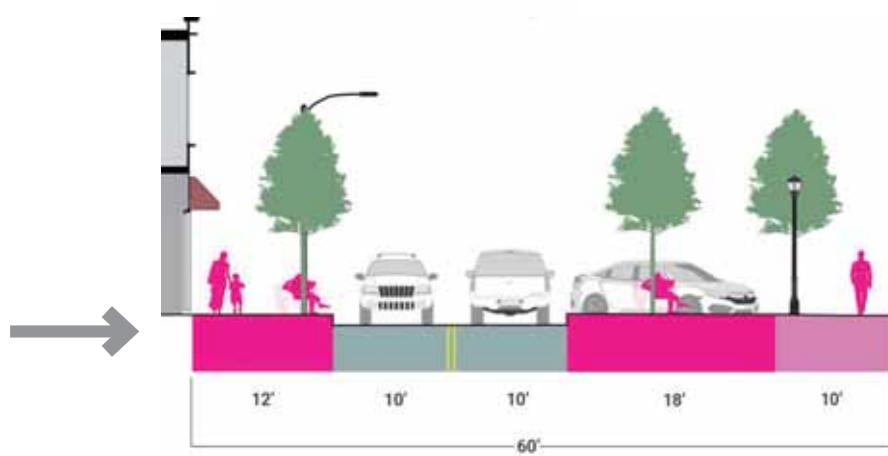
ENHANCED CROSSWALKS AND INTERSECTIONS



EXISTING FRONT STREET SECTION

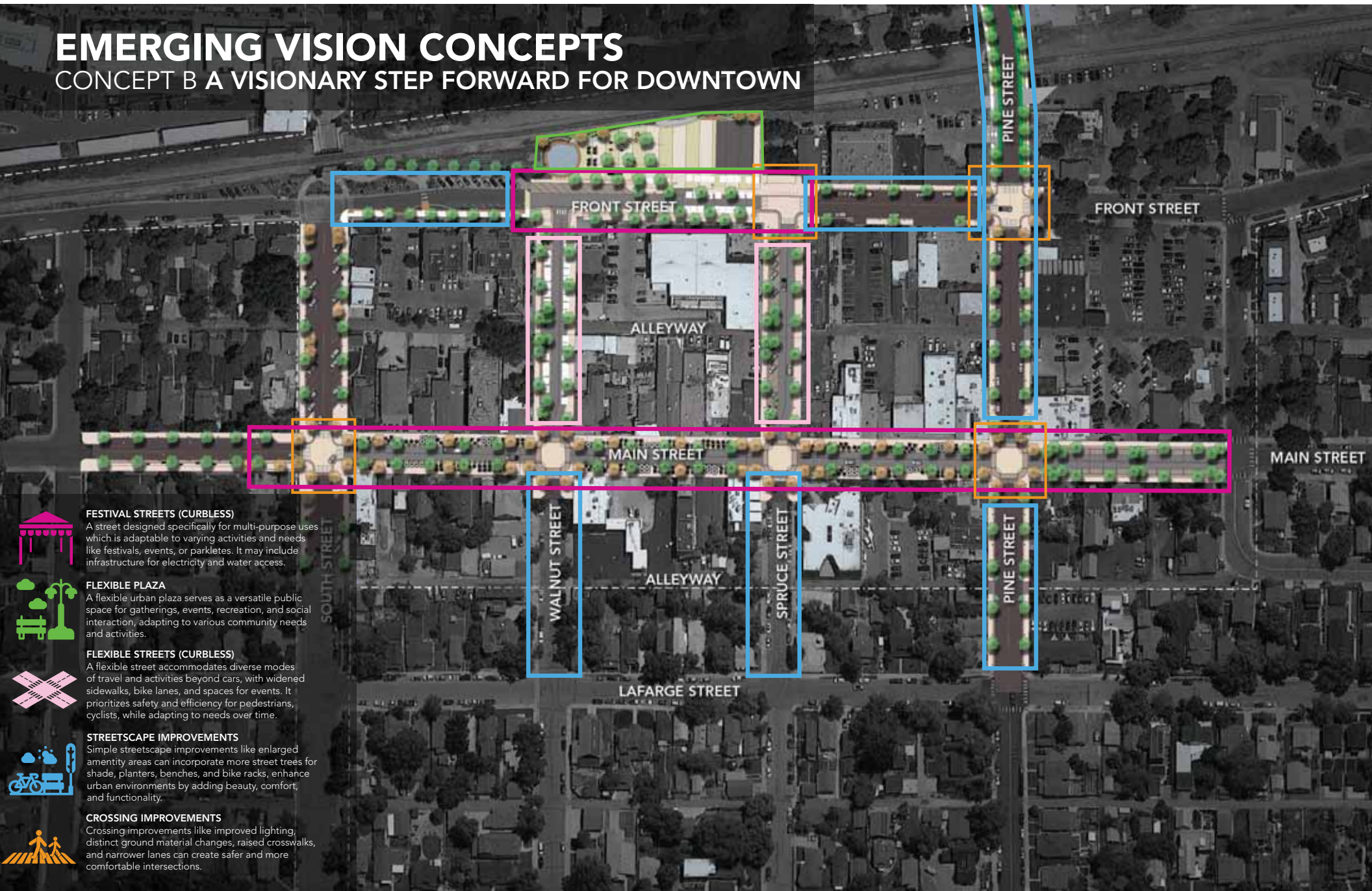


PROPOSED FRONT STREET SECTION



EMERGING VISION CONCEPTS

CONCEPT B A VISIONARY STEP FORWARD FOR DOWNTOWN



FESTIVAL STREETS (CURBLESS)

A street designed specifically for multi-purpose uses which is adaptable to varying activities and needs like festivals, events, or parklets. It may include infrastructure for electricity and water access.



FLEXIBLE PLAZA

A flexible urban plaza serves as a versatile public space for gatherings, events, recreation, and social interaction, adapting to various community needs and activities.



FLEXIBLE STREETS (CURBLESS)

A flexible street accommodates diverse modes of travel and activities beyond cars, with widened sidewalks, bike lanes, and spaces for events. It prioritizes safety and efficiency for pedestrians, cyclists, while adapting to needs over time.



STREETSCAPE IMPROVEMENTS

Simple streetscape improvements like enlarged amenity areas can incorporate more street trees for shade, planters, benches, and bike racks, enhance urban environments by adding beauty, comfort, and functionality.

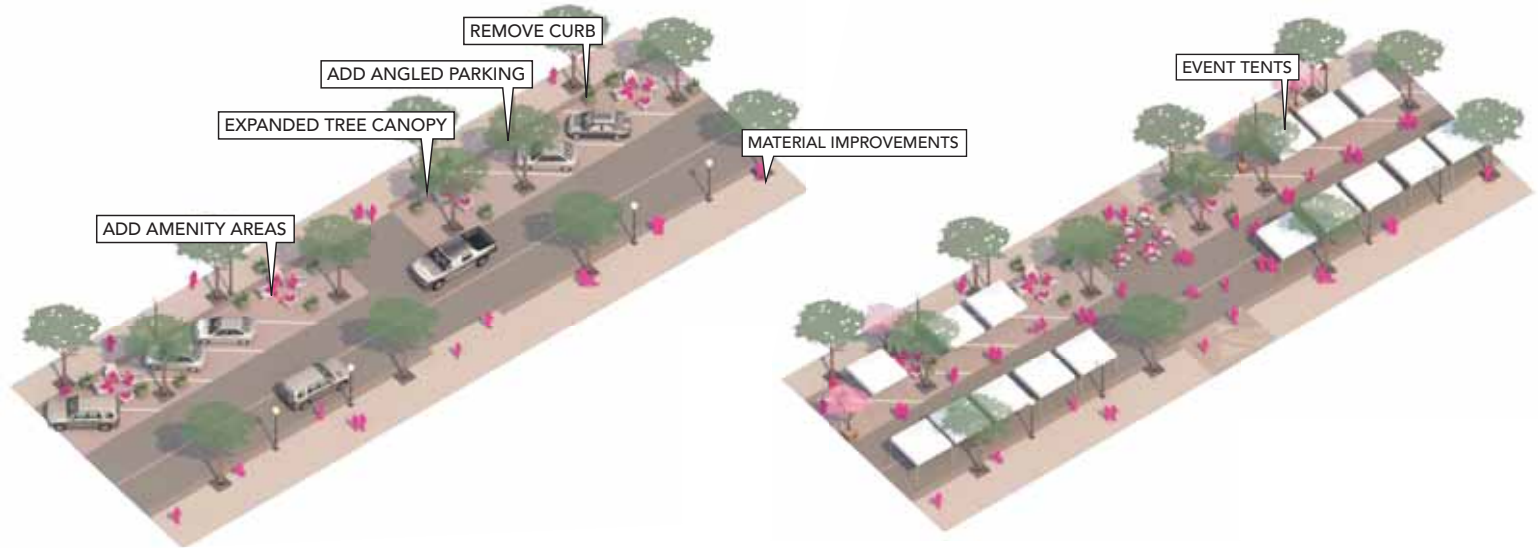
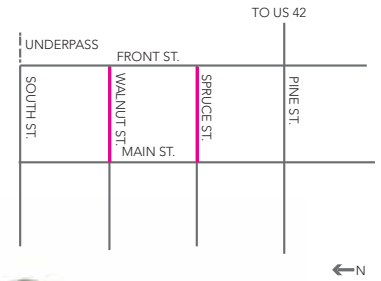


CROSSING IMPROVEMENTS

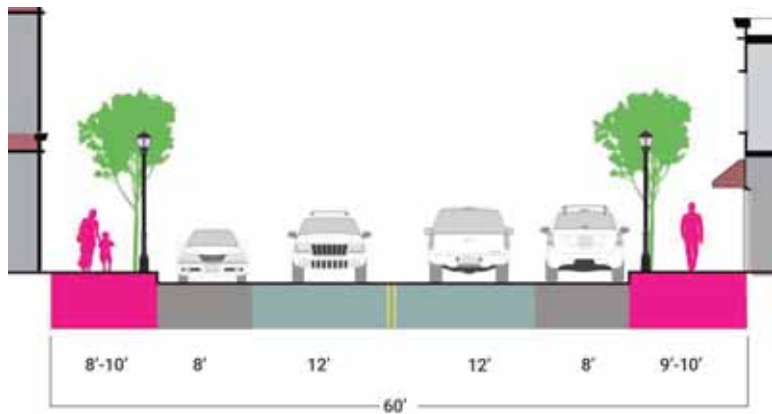
Crossing improvements like improved lighting, distinct ground material changes, raised crosswalks, and narrower lanes can create safer and more comfortable intersections.

EMERGING VISION CONCEPTS

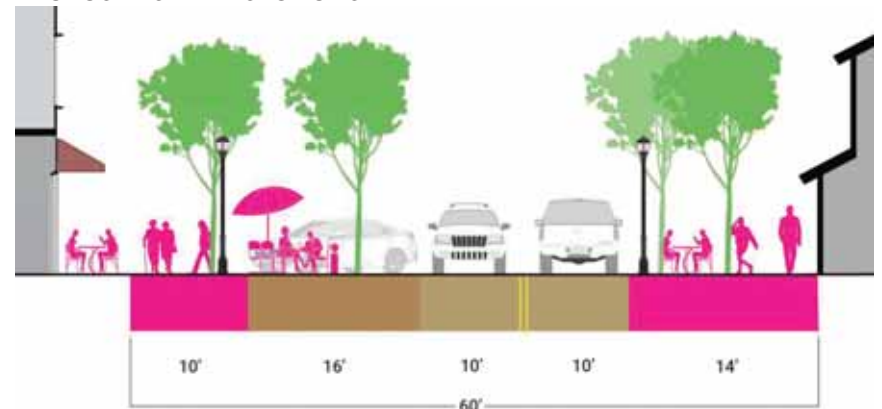
CONCEPT B SPRUCE AND WALNUT STREETS BECOME FLEXIBLE



EXISTING STREET SECTIONS



PROPOSED STREET SECTIONS

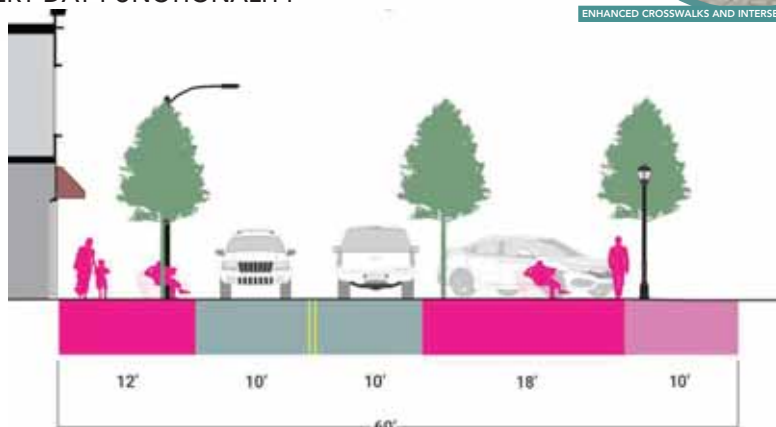


EMERGING VISION CONCEPTS

CONCEPT B FRONT STREET BECOMES A FESTIVAL STREET

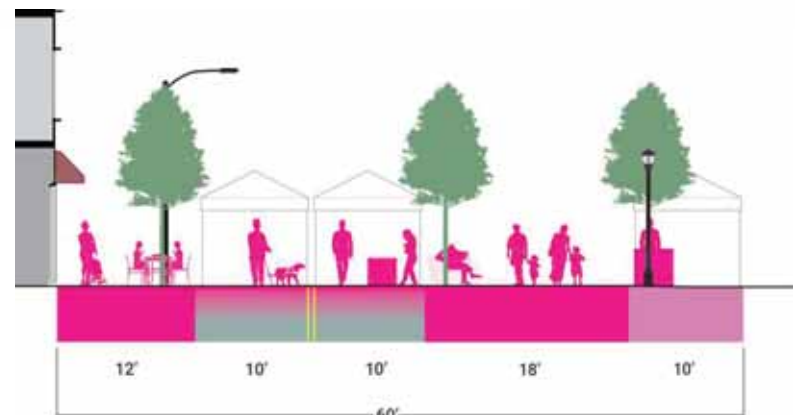


EVERY DAY FUNCTIONALITY



PROPOSED CONDITION SECTION

FESTIVALS AND EVENTS



PROPOSED CONDITION SECTION



COSTS AND IMPLEMENTATION



FURNISHINGS \$75K - 100K PER BLOCK

FESTIVAL STREET CONVERSION \$2M+ PER BLOCK

DRAINAGE IMPROVEMENTS \$1M PER BLOCK

CONCRETE PAVERS \$75K - 100K PER BLOCK

DESIGN CONCEPTS

EVERY IDEA CAN BE IMPLEMENTED IN MANY WAYS

"I WANT MORE SEATING SPACE."



PERMANENT CONVERSION OF PARKING SPACE TO PARKLET
\$15,000 PER SPACE

\$\$\$\$\$



SIDEWALK EXPANSIONS AT INTERSECTIONS
\$250,000 PER INTERSECTION

\$\$\$\$\$



CURBLESS STREET RECONSTRUCTION
MIN. \$1.5M PER BLOCK

\$\$\$\$\$

SELECT YOUR LEVEL OF INVESTMENT

'MUST HAVES' VS. 'WANTS'

\$1M - MAIN STREET

STREETSCAPE IMPROVEMENTS
(SIDEWALK PAVING, PED. LIGHTING,
CURB EXTENSIONS)
BETWEEN PINE AND WALNUT
\$500K

ADDITIONAL SEATING/
FURNISHINGS BETWEEN
PINE AND WALNUT
\$200K

ADDITIONAL 3" STREET TREES
BETWEEN PINE AND WALNUT
\$350K

\$5M

STREETSCAPE IMPROVEMENTS
(SIDEWALK PAVING, PED. LIGHTING,
CURB EXTENSIONS)
BETWEEN PINE AND WALNUT
\$500K

ADDITIONAL SEATING/
FURNISHINGS BETWEEN
PINE AND WALNUT
\$200K

ADDITIONAL 3" STREET TREES
BETWEEN PINE AND WALNUT
\$350K

CONVERSION OF MAIN STREET
BETWEEN PINE AND WALNUT TO
FESTIVAL STREET
\$4M

\$10M

STREETSCAPE IMPROVEMENTS
(SIDEWALK PAVING, PED. LIGHTING,
CURB EXTENSIONS)
BETWEEN PINE AND WALNUT
\$500K

ADDITIONAL SEATING/
FURNISHINGS BETWEEN
PINE AND WALNUT
\$200K

ADDITIONAL 3" STREET TREES
BETWEEN PINE AND WALNUT
\$350K

CONVERSION OF MAIN STREET
BETWEEN PINE AND WALNUT TO
FESTIVAL STREET
\$4M

FLEXIBLE PLAZA AT STEINBAUGH
PAVILION
\$3M

ADDITIONAL STREETSCAPE
IMPROVEMENTS
\$2M

ESTIMATES PER BLOCK TYPE

ORDER OF MAGNITUDE ESTIMATES



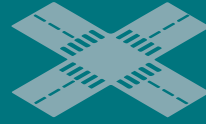
FESTIVAL STREETS

Range of \$2M - 3.5M



FLEXIBLE PLAZA

Range of \$1.75M - \$3.5M



FLEXIBLE STREETS

Range of \$1.5M - 2.5M



STREETSCAPES

Range of \$250K - \$500K



INTERSECTIONS/ CROSSINGS

Range of \$250K - 350K

TREES AND LANDSCAPING

\$\$\$\$\$

ELECTRICAL AND LIGHTING

\$\$\$\$\$

STORMWATER AND
DRAINAGE

\$\$\$\$\$

WATER QUALITY / GREEN
INFRASTRUCTURE

\$\$\$\$\$

HARDSCAPE

\$\$\$\$\$

FURNISHINGS

\$\$\$\$\$

TREES AND LANDSCAPING

\$\$\$\$\$

ELECTRICAL AND LIGHTING

\$\$\$\$\$

HARDSCAPE

\$\$\$\$\$

WATER FEATURE

\$\$\$\$\$

FURNISHINGS

\$\$\$\$\$

TREES AND LANDSCAPING

\$\$\$\$\$

ELECTRICAL AND LIGHTING

\$\$\$\$\$

STORMWATER AND
DRAINAGE

\$\$\$\$\$

WATER QUALITY / GREEN
INFRASTRUCTURE

\$\$\$\$\$

HARDSCAPE

\$\$\$\$\$

FURNISHINGS

\$\$\$\$\$

TREES AND LANDSCAPING

\$\$\$\$\$

ELECTRICAL AND LIGHTING

\$\$\$\$\$

HARDSCAPE

\$\$\$\$\$

FURNISHINGS

\$\$\$\$\$

TREES AND LANDSCAPING

\$\$\$\$\$

ELECTRICAL AND LIGHTING

\$\$\$\$\$

HARDSCAPE

\$\$\$\$\$

FURNISHINGS

\$\$\$\$\$



DOWNTOWN VISION PLAN LRC MEETING

CITY OF LOUISVILLE
MIG ARTHOUSE DESIGN FEHR+PEERS