

**SUBJECT: RESOLUTION NO. 57, SERIES 2024 – A RESOLUTION
APPROVING AN AMENDMENT TO THE COOPERATION
AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE
LRC REGARDING FUNDING FOR PUBLIC ART IN THE SOUTH
STREET GATEWAY**

DATE: NOVEMBER 19, 2024

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:

The South Street underpass was completed in the summer of 2017 and includes a pedestal intended for a public art placement. In its 2020 Work Plan, the Louisville Revitalization Commission (LRC) included placement of public art at the South Street Underpass as one of its priorities for the Downtown and DeLo project areas.

In 2021 City Council and the LRC entered into a cooperation agreement regarding LRC financial assistance for the construction of public art at the South Street underpass. However, the sculpture was not completed in the timeline included in the original agreement. In order for the sculpture to be completed in 2025, both the LRC and City Council will need to amend the original cooperation agreement between the two parties.

DISCUSSION:

The Louisville Cultural Council (LCC) selected Louisville artist Gregory Fields to create and install a series of cut steel panels with inset colorful ceramic elements that complements the industrial nature of the railroad bridge and enlivens the underpass with abstract designs and lively shapes. The same artist proposed a complimentary sculpture for placement on the existing sculpture pad on the west side of the underpass. The LCC supported the artist's proposal and the cohesive look resulting from using the same artist for both pieces. However, City funds budgeted for public art at the time were not sufficient to fund the proposed sculpture.

In December 2020, the LCC presented the proposed sculpture (Attachment #1) to the LRC and requested \$11,500 of LRC funding for the completion and installation of the sculpture. The LRC was supportive of the request to fund the public art project and directed staff to prepare a cooperation agreement. The City Attorney confirmed the art was an appropriate use of tax increment funds and drafted an agreement for cooperation between the City and the LRC to fund public art as part of the South Street Gateway Project, within the Highway 42 Revitalization Area. The LRC reviewed the cooperation agreement and directed staff to advance it to City Council. City Council approved the cooperation agreement at its February 2, 2021 meeting. The LRC granted final approval of the cooperation agreement during its February 10, 2021 meeting.

The approved cooperation agreement (Attachment #2) includes a cap on the amount of project funds and anticipated the public art would be completed in 2021. However, despite staff's best efforts the sculpture has not yet been completed. The primary reason for the delay has been acquiring the approvals needed from BNSF. Despite staff's best efforts, the necessary approval and amendment to the City's lease with BNSF were not received for more than two years. With the necessary approvals now in place, it is anticipated that the project will be completed in 2025.

Under the existing cooperation agreement LRC funding is capped at \$11,500, which was the original cost of the project. The artist has indicated that the new cost for completion and installation of the sculpture will be \$13,880.

Staff has prepared a draft First Amendment to the 2021 Cooperation Agreement (Attachment #3) that would allow the LRC to reimburse the City for 100% of the new cost for completion and installation of the sculpture. The proposed amendment formalizes the new project timeline, with the project anticipated to be completed in 2025 with funds appropriated in the City's 2025 budget. The amendment also increases the cap on LRC reimbursement from \$11,500 to \$13,880, matching the new cost for completion and installation of the sculpture. The Agreement is also accompanied by a draft Resolution (Attachment #4). The LRC approved this amendment during their October meeting and directed staff to advance it to City Council for approval.

FISCAL IMPACT:

The cost for completion and installation of the sculpture will be \$13,880. The City will pay for the full cost of the sculpture to be completed and installed. Following installation, the LRC will reimburse the City for the full cost of the sculpture (up to \$13,880).

PROGRAM/SUB-PROGRAM IMPACT:

The approved Cooperation Agreement and the proposed Amendment supports goals from both the Cultural Services and Community Design Programs.

RECOMMENDATION:

Staff seeks City Council recommendation of the proposed First Amendment to the 2021 Cooperation Agreement. If Council approves the proposed amendment, staff will return the item to the LRC for final approval.

ATTACHMENTS:

1. Resolution No. 57, Series 2024
2. Cooperation Agreement between the City of Louisville and the LRC Regarding Funding for Public Art in the South Street Gateway
3. First Amendment to 2021 Cooperation Agreement: Highway 42 Revitalization Area South Street Gateway Project Funding for Public Art
4. Gregory Fields Proposal for South Street Underpass

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DATE: NOVEMBER 19, 2024

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STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 57
SERIES 2024**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE COOPERATION
AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE
REVITALIZATION COMMISSION REGARDING FUNDING FOR PUBLIC ART IN THE
SOUTH STREET GATEWAY**

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

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

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

WHEREAS, the City and the LRC entered into that certain Cooperation Agreement dated November 5, 2012 respecting financial assistance to the construction of the South Street Gateway located at the crossing of South Street under the Burlington Northern Railroad right-of-way (the "2012 Cooperation Agreement"); and

WHEREAS, the improvements constructed pursuant to the 2012 Cooperation Agreement included a pedestal intended for placement of public art; and

WHEREAS, the City desires to purchase and place a sculpture on the pedestal (the "Project"), as a continuation of the project undertaken pursuant to the 2012 Cooperation Agreement, with use of funds appropriated in the City's 2021 budget; and

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

WHEREAS, the Project is an extension of the LRC's prior investment in the Plan Area pursuant to the 2012 Cooperation Agreement, will further the goals of the Act and the Plan to eliminate and prevent the spread of blight within the Plan Area, and will be carried out in furtherance of the purposes of the Act and Plan; and

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

WHEREAS, the LRC desires to contribute Property Tax TIF revenue available to the LRC after payment of any amounts required to be paid pursuant to the following agreements: (i) Tri-Party Agreement among the City, the LRC, and the County of Boulder, dated December 5, 2006; (ii) Amended and Restated Cooperation Agreement between the City and the LRC, dated November 17, 2015; (iii) Agreement Regarding Property Tax TIF Revenue Sharing for the Highway 42 Revitalization Area among the City, the LRC, and the Louisville Fire Protection District, dated May 19, 2020;

WHEREAS, the City and the LRC previously entered into a cooperation agreement to set forth the terms of the LRC's financial assistance with respect to the Project; and

WHEREAS, the attached First Amendment is needed to revise the completion date and the total cost of the project.

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

Section 1. The First Amendment to the Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission Regarding Funding for Public Art in the South Street Gateway, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

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

PASSED AND ADOPTED this 19th day of November 2024.

Christopher M. Leh, Mayor

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ATTEST:

Genny Kline, Interim City Clerk

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**LOUISVILLE REVITALIZATION COMMISSION
RESOLUTION NO. 21-01**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE
CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION
REGARDING FUNDING FOR PUBLIC ART IN THE SOUTH STREET GATEWAY**

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

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

WHEREAS, the LRC and the City entered into that certain Cooperation Agreement dated November 5, 2012 respecting financial assistance to the construction of the South Street Gateway located at the crossing of South Street under the Burlington Northern Railroad right-of-way (the “2012 Cooperation Agreement”); and

WHEREAS, the improvements constructed pursuant to the 2012 Cooperation Agreement included a pedestal intended for placement of public art; and

WHEREAS, the City now desires to purchase and place a sculpture on the pedestal (the “Project”), as a continuation of the project undertaken pursuant to the 2012 Cooperation Agreement, with use of funds appropriated in the City’s 2021 budget; and

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

WHEREAS, the Project is an extension of the LRC’s prior investment in the Plan Area pursuant to the 2012 Cooperation Agreement, will further the goals of the Act and the Plan to eliminate and prevent the spread of blight within the Plan Area, and will be carried out in furtherance of the purposes of the Act and Plan; and

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

WHEREAS, the LRC desires to contribute Property Tax TIF revenue available to the LRC after payment of any amounts required to be paid pursuant to the following agreements: (i) Tri-Party Agreement among the City, the LRC, and the County of Boulder, dated December 5, 2006; (ii) Amended and Restated Cooperation Agreement between the City and the LRC, dated

November 17, 2015; (iii) Agreement Regarding Property Tax TIF Revenue Sharing for the Highway 42 Revitalization Area among the City, the LRC, and the Louisville Fire Protection District, dated May 19, 2020; and

WHEREAS, the City and the LRC now desire to enter into a cooperation agreement to set forth the terms of the LRC's financial assistance with respect to the Project.

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

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

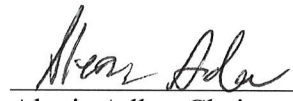
Section 2. The LRC Chair is authorized to execute the Agreement on behalf of the LRC, and is further authorized to negotiate and approve such revisions to the proposed Agreement as the Chair determines are in the best interests of the LRC, provided the essential terms and conditions of the Agreement are not altered.

ADOPTED this 10th day of February, 2021.

ATTEST:



Alex Gorsevski, Secretary



Alexis Adler, Chair

**RESOLUTION NO. 7
SERIES 2021**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY
OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION
REGARDING FUNDING FOR PUBLIC ART IN THE SOUTH STREET GATEWAY**

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

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

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

WHEREAS, the City and the LRC entered into that certain Cooperation Agreement dated November 5, 2012 respecting financial assistance to the construction of the South Street Gateway located at the crossing of South Street under the Burlington Northern Railroad right-of-way (the “2012 Cooperation Agreement”); and

WHEREAS, the improvements constructed pursuant to the 2012 Cooperation Agreement included a pedestal intended for placement of public art; and

WHEREAS, the City now desires to purchase and place a sculpture on the pedestal (the “Project”), as a continuation of the project undertaken pursuant to the 2012 Cooperation Agreement, with use of funds appropriated in the City’s 2021 budget; and

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

WHEREAS, the Project is an extension of the LRC’s prior investment in the Plan Area pursuant to the 2012 Cooperation Agreement, will further the goals of the Act and the Plan to eliminate and prevent the spread of blight within the Plan Area, and will be carried out in furtherance of the purposes of the Act and Plan; and

WHEREAS, the Plan provides for financing the activities and undertakings of the LRC by means of property tax allocation or tax increment financing (“Property Tax TIF”) in accordance

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with Section 31-25-107(9) of the Act; and

WHEREAS, the LRC desires to contribute Property Tax TIF revenue available to the LRC after payment of any amounts required to be paid pursuant the following agreements: (i) Tri-Party Agreement among the City, the LRC, and the County of Boulder, dated December 5, 2006; (ii) Amended and Restated Cooperation Agreement between the City and the LRC, dated November 17, 2015; (iii) Agreement Regarding Property Tax TIF Revenue Sharing for the Highway 42 Revitalization Area among the City, the LRC, and the Louisville Fire Protection District, dated May 19, 2020; and

WHEREAS, the City and the LRC now desire to enter into a cooperation agreement to set forth the terms of the LRC's financial assistance with respect to the Project.

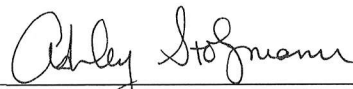
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

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

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

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

PASSED AND ADOPTED this 2nd day of February, 2021.


Ashley Stolzmann, Mayor

ATTEST:


Meredyth Muth, City Clerk



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COOPERATION AGREEMENT
Highway 42 Revitalization Area South Street Gateway Project Funding for Public Art

This Agreement (the Cooperation Agreement) is made as of FEBRUARY 10, 2021, by and between the CITY OF LOUISVILLE (the City) and the LOUISVILLE REVITALIZATION COMMISSION (the LRC). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

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

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

C. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties entered into that Cooperation Agreement dated November 5, 2012 respecting financial assistance to the construction of the South Street Gateway located at the crossing of South Street under the Burlington Northern Railroad right-of-way (the 2012 Cooperation Agreement).

D. The improvements constructed pursuant to the 2012 Cooperation Agreement included a pedestal intended for placement of public art.

E. The City, through its Louisville Cultural Council, will be undertaking a project to create and install a series of steel cut panels with inset colorful ceramic elements that complement the industrial nature of the railroad bridge and enliven the underpass constructed pursuant to the 2012 Cooperation Agreement.

F. The Parties desire to enter into this Cooperation Agreement respecting financial assistance for the purchase and placement of a sculpture on the pedestal (the Project), as a continuation of the project undertaken pursuant to the 2012 Cooperation Agreement.

G. The Project is located within the area (the Plan Area) described in the Highway 42 Revitalization Area Urban Renewal Plan (the Plan). The Project is an extension of the LRC's prior investment in the Plan Area pursuant to the 2012 Cooperation Agreement, will further the goals of the Act and the Plan to eliminate and prevent the spread of blight within the Plan Area, and will be carried out in furtherance of the purposes of the Act and 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 Parties previously entered into that certain Amended and Restated Cooperation Agreement dated November 17, 2015 (2015 Cooperation Agreement), which provides that the LRC shall repay to the City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the LRC, as further defined and set forth in the 2015 Cooperation Agreement.

J. The Parties also previously entered into that certain Tri-Party Agreement with the County of Boulder dated December 5, 2006 (Tri-Party Agreement), which provides that commencing on January 1, 2015, there shall be paid to the County certain County TIF Revenues, as further defined and set forth in the Tri-Party Agreement.

K. The Parties also previously entered into that certain Agreement Regarding Property Tax TIF Revenue Sharing for the Highway 42 Revitalization Area (the Fire District Agreement), which provides that commencing January 1, 2020, there shall be paid to the Louisville Fire Protection District certain District property tax and TIF revenues, as further defined and set forth in the Fire District Agreement.

L. The Parties intend that LRC financing assistance for the construction of the Project be limited to certain Property Tax TIF revenue available to the LRC after payment of any amounts required to be paid pursuant to the 2015 Cooperation Agreement, Tri-Party Agreement, and Fire District Agreement, and amounts the LRC may reasonably require for ongoing operating, administrative, consulting and other costs (LRC Operating Expenses).

AGREEMENT

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

1. Construction of Project. The City will construct the Project with funds appropriated in its 2021 budget. The Parties shall cooperate to take any and all reasonable steps necessary to finance, design and construct the Project. The City will use best efforts to cause the Project to be completed in 2021.

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 deposits therein all Property Tax TIF revenue from the Plan Area upon receipt from the Treasurer of Boulder County, except for LRC Operating Expenses and such amounts as the LRC is required to pay pursuant to the 2015 Cooperation Agreement, the Tri-Party Agreement, the Fire District Agreement, .

b. Following completion of the Project, the City shall provide to the LRC a certified statement of costs for the Project. The LRC shall pay to the City from the Special Fund the actual

cost of the Project, subject to the limitations set forth in Section 2.c., below, within thirty (30) days of receipt of the certified statement.

c. Notwithstanding any provisions of this Agreement to the contrary, the Parties agree:

- (i) The total of all payments to be made in accordance with this Section is limited to (1) \$11,500, or (2) whatever lesser amount of Property Tax TIF revenue is generated from the Plan Area prior to the time that the Urban Renewal Plan, including the Property Tax TIF provision thereof, is terminated or expires, whichever first occurs, *less* LRC Operating Expenses, and any amounts required to be paid pursuant to the 2015 Cooperation Agreement, Tri-Party Agreement, and Fire District Agreement.
- (ii) That the LRC may make payment with any source of funds available to the LRC.
- (iii) That the LRC may use for any lawful purpose amounts not required for payments under this Agreement.

d. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its rights under this Agreement to the Payment of Pledged Revenue to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

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

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

4. 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 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.

5. 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.

6. Prior Agreements. Nothing in this Cooperation Agreement is intended or shall be construed to operate as an amendment to the 2015 Cooperation Agreement or to enlarge, diminish or impair any provisions of, or any rights, duties or obligations under, such 2015 Cooperation Agreement, the Tri-Party Agreement, or the Fire District Agreement.

7. 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.

8. 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.

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

10. 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.

11. 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.

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

13. 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.

14. 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.

15. 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.

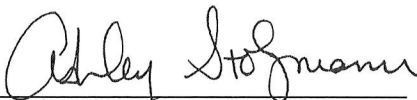
IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,
a Colorado municipal corporation

ATTEST:



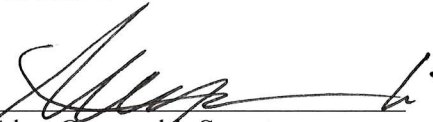
Meredyth Muth, City Clerk



Ashley Stoizmann, Mayor

LOUISVILLE REVITALIZATION
COMMISSION

ATTEST:



Alex Gorsevski, Secretary



Alexis Adler, Chair

FIRST AMENDMENT TO 2012 COOPERATION AGREEMENT
Highway 42 Revitalization Area South Street Gateway Project Funding for Public Art

This First Amendment to Highway 42 Revitalization Area South Street Gateway Project Funding for Public Art Agreement (the First Amendment) is made as of _____, 2024, by and between the CITY OF LOUISVILLE, COLORADO (the City) and the LOUISVILLE REVITALIZATION COMMISSION (the LRC). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

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

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

C. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties entered into that Cooperation Agreement dated November 5, 2012 respecting financial assistance to the construction of the South Street Gateway located at the crossing of South Street under the Burlington Northern Railroad right-of-way (the 2012 Cooperation Agreement).

D. The improvements constructed pursuant to the 2012 Cooperation Agreement included a pedestal intended for placement of public art.

E. The City, through its Louisville Cultural Council, will be undertaking a project to create and install a series of steel cut panels with inset colorful ceramic elements that complement the industrial nature of the railroad bridge and enliven the underpass constructed pursuant to the 2012 Cooperation Agreement.

F. The Parties previously entered into a Cooperation Agreement dated February 10, 2021 (2021 Cooperation Agreement) respecting financial assistance for the purchase and placement of a sculpture on the pedestal (the Project), as a continuation of the project undertaken pursuant to the 2012 Cooperation Agreement.

G. The Project is located within the area (the Plan Area) described in the Highway 42 Revitalization Area Urban Renewal Plan (the Plan). The Project is an extension of the LRC's prior investment in the Plan Area pursuant to the 2012 Cooperation Agreement, will further the goals of the Act and the Plan to eliminate and

prevent the spread of blight within the Plan Area, and will be carried out in furtherance of the purposes of the Act and 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 Parties previously entered into that certain Amended and Restated Cooperation Agreement dated November 17, 2015 (2015 Cooperation Agreement), which provides that the LRC shall repay to the City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the LRC, as further defined and set forth in the 2015 Cooperation Agreement.

J. The Parties also previously entered into that certain Tri-Party Agreement with the County of Boulder dated December 5, 2006 (Tri-Party Agreement), which provides that commencing on January 1, 2015, there shall be paid to the County certain County TIF Revenues, as further defined and set forth in the Tri-Party Agreement.

K. The Parties also previously entered into that certain Agreement Regarding Property Tax TIF Revenue Sharing for the Highway 42 Revitalization Area (the Fire District Agreement), which provides that commencing January 1, 2020, there shall be paid to the Louisville Fire Protection District certain District property tax and TIF revenues, as further defined and set forth in the Fire District Agreement.

L. The Parties intend that LRC financing assistance for the construction of the Project be limited to certain Property Tax TIF revenue available to the LRC after payment of any amounts required to be paid pursuant to the 2015 Cooperation Agreement, Tri-Party Agreement, and Fire District Agreement, and amounts the LRC may reasonably require for ongoing operating, administrative, consulting and other costs (LRC Operating Expenses).

M. The Parties desire to amend the Cooperation Agreement to revise the timeline for project completion and to increase the expected total cost of the project.

AGREEMENT

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

1. Section 1 of the 2021 Cooperation Agreement is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

1. Construction of Project. The City will construct the Project funds appropriated in its 2025 2024 budget. The Parties shall cooperate to take any and all reasonable steps necessary to finance, design and

construct the Project. The City will use best efforts to cause the Project to be completed in 2025 2024.

2. Section 2 of the 2021 Cooperation Agreement is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

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 deposits therein all Property Tax TIF revenue from the Plan Area upon receipt from the Treasurer of Boulder County, except for LRC Operating Expenses and such amounts as the LRC is required to pay pursuant to the 2015 Cooperation Agreement, the Tri-Party Agreement, and the Fire District Agreement, ~~[sic]~~, subject to the limitations set forth in Section 2.c., below.

b. Following completion of the Project, the City shall provide to the LRC a certified statement of costs for the Project. The LRC shall pay to the City from the Special Fund the actual cost of the Project, subject to the limitations set forth in Section 2.c., below, not to exceed \$13,880 \$11,500, within thirty (30) days of receipt of the certified statement.

c. Notwithstanding any provisions of this Agreement to the contrary, the Parties agree:

(i) The total of all payments to be made according to this Section is limited to \$13,880 \$11,500 or (2) whatever lesser amount of Property Tax TIF Revenue is generated from the Plan Area prior to the time that the Urban Renewal Plan, including the Property Tax TIF provision thereof, is terminated or expires, whichever first occurs, less LRC Operating Expenses, and any amounts required to be paid pursuant to the 2015 Cooperation Agreement, Tri-Party Agreement, and Fire District Agreement, until the Urban Renewal Plan, including the Property Tax TIF provision thereof, is terminated or expires, whichever first occurs.

(ii) That the LRC may make payment with any source of funds available to the LRC.

(iii) That the LRC may use for any lawful purpose amounts not required for payments under this Agreement.

d. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its rights under this Agreement to the

Payment of Pledged Revenue to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

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

3. The 2021 Cooperation Agreement remains in full force and effect and is hereby ratified by the City and the LRC, and nothing in this First Amendment is intended to otherwise modify the 2021 Cooperation Agreement except as specifically set forth herein. The 2021 Cooperation Agreement and this First Amendment constitute all of the agreements between the City and the LRC regarding the Project as defined in the 2021 Cooperation Agreement.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to 2021 Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,
a Colorado municipal corporation

ATTEST:

Mayor

City Clerk

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

Alexis Adler, Chair

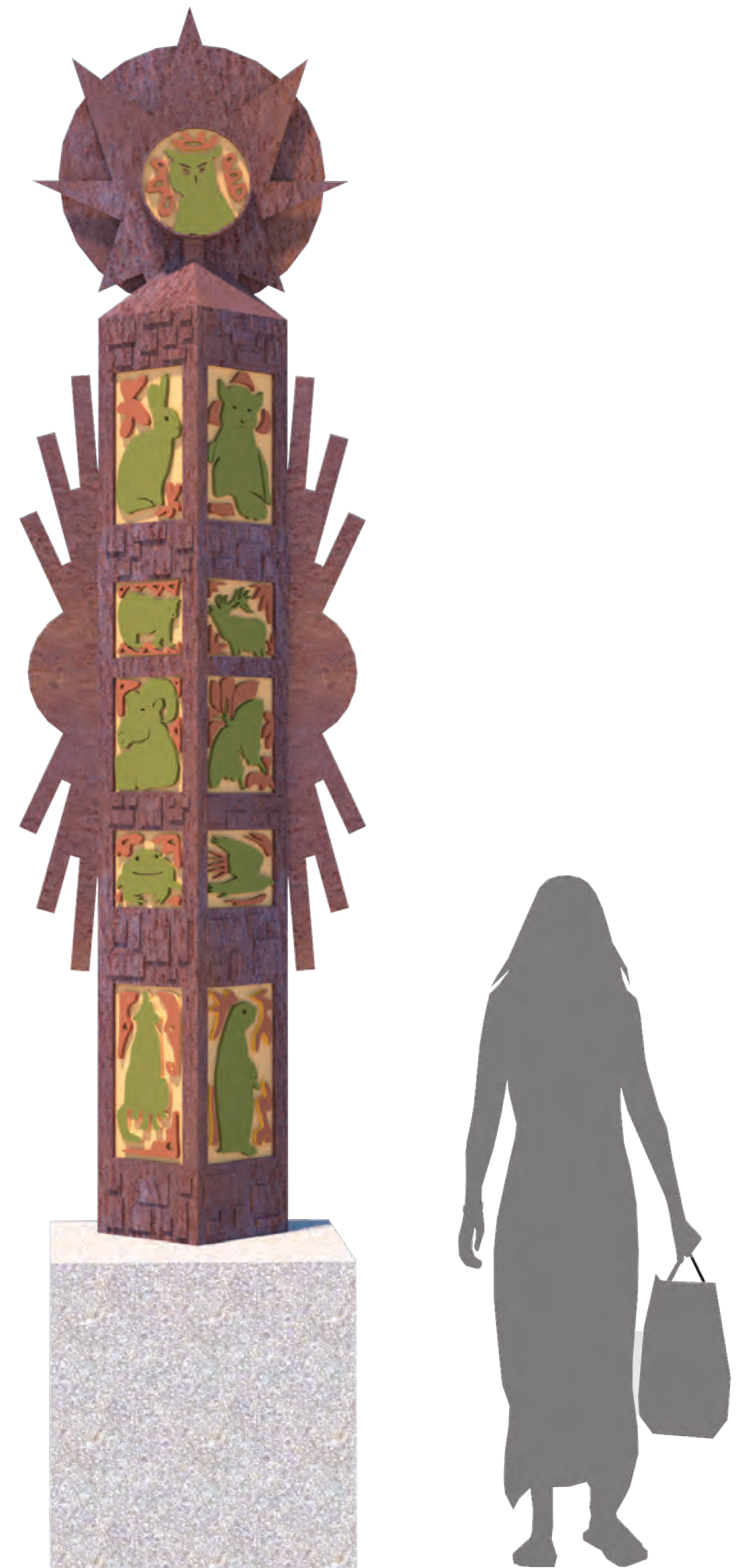
Clif Harald, Secretary

South Street Pedestrian Underpass

Sculpture Proposal by Gregory Fields

December 5, 2020

CC: 11/24





Concept

Constructed in 2017, the South Street Pedestrian Underpass connects businesses and residences on the north side of the railroad tracks to downtown Louisville, providing a safe and beautifully designed pathway for pedestrians and bicyclists to “cross the tracks.” The existing concrete sculpture pedestal set in the west end landscaping offers a wonderful opportunity to install a distinctive work of public art, enhancing the cultural richness of the downtown area and adding a unique sense of place to the underpass area.

I am proposing a ten foot tall triangular pillar sculpture in steel and ceramic that celebrates the diversity of our Colorado wildlife. The steel components of the sculpture, which will gradually take on a rust patina over time, connect visually with the sturdy metal work underneath the railroad bridge.

The colorful, glazed ceramic work and the lively steel forms will tie together thematically with the proposed artwork panels in the walkway.



*Proposed artwork
in the underpass
walkway.*



The sculpture will measure approximately 10.5' tall by 3' wide by 1' deep. It will be securely mounted to the existing concrete pedestal which measures 30 x 30 inches.

The steel work will provide both structural support and decorative elements to the piece. It will house richly carved ceramic artwork on the two front sides of the piece and in a circular medallion on the top. These ceramic carvings will be mortared and grouted to cement backer board screwed into steel supports. The clay body I use is a robust, high-grog, mid-fire clay with low-moisture absorption, which makes it very durable in freeze/thaw cycles. The glaze or stain colors on the ceramic surface will not fade in the sun.

There should be no ongoing maintenance to the sculpture required.

The ceramic work illustrated is a simplified version of what will be created. The finished pieces will have more detail and more color variation. The forms may also change in the process of creation but the overall feel will remain similar to what is shown here.

Approx. 400-600 pounds.

No ongoing maintenance needed.

Piece to be attached to pedestal with bolts and concrete anchors.

City is currently conducting structural analysis of the pedestal to ensure it can handle the weight of the sculpture safely.



Budget

Materials (steel, welding & cutting supplies, clay, glaze, backer board, crane rental for installation)	\$1800
Design, labor, and artist fee	\$9000
10% contingency	\$1080
Total	\$11,880

All costs paid by City of Louisville

CC: 11/24



About the Artist

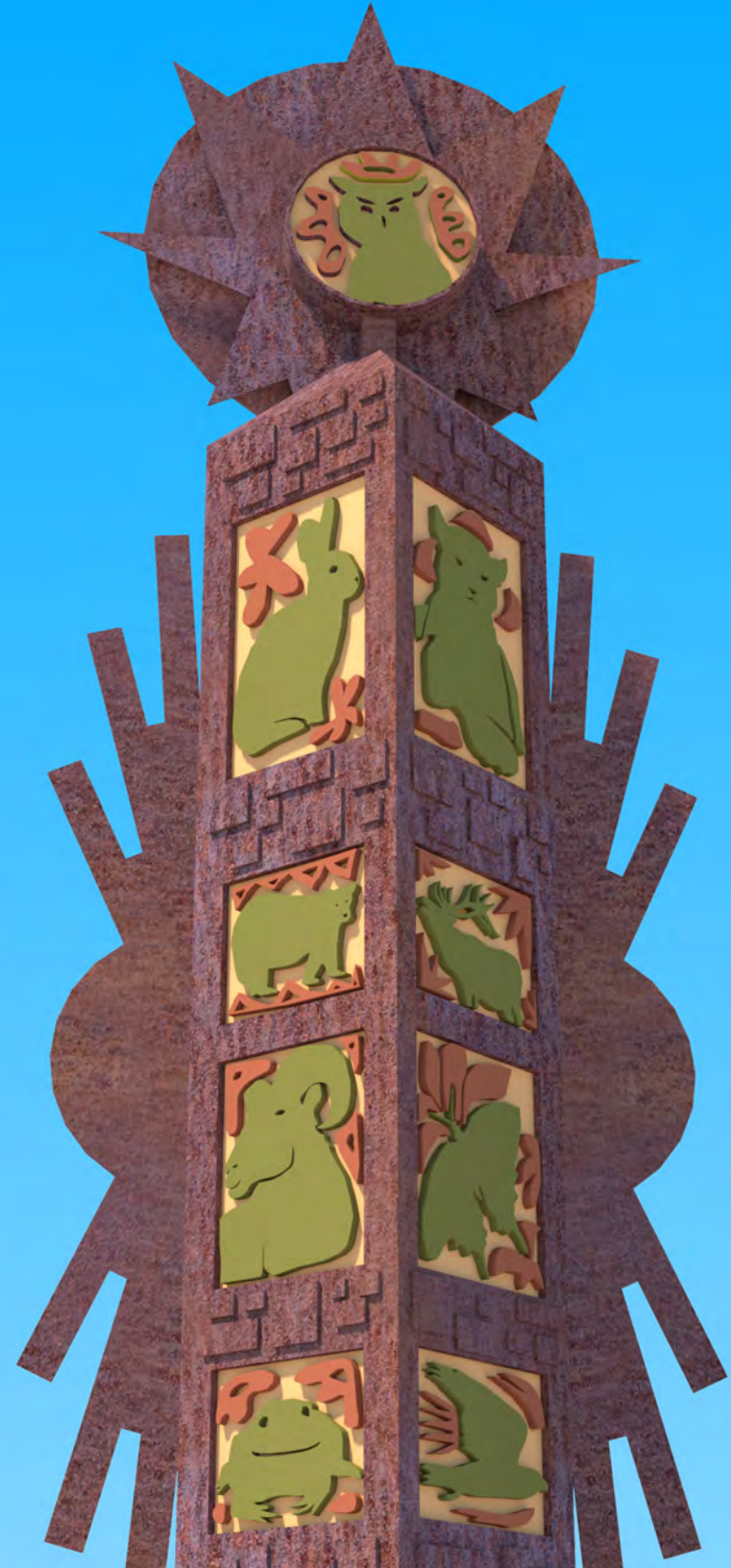
Explorations of wildlife imagery and abstract forms highlight the sculpture of Gregory Fields. Glazed ceramic murals and pillar pieces also figure prominently in his portfolio.

Raised in San Francisco with painter Curtis Fields as a father, Gregory grew up around art. After university, he spent two decades living in a monastery studying religions of the world, meditating, and serving the public in various capacities. Drawn to the beauty of the Pacific Northwest, he moved to Seattle in 2003. There he studied sculptural anatomy with sculptor Kim Beaton and discovered the wonderful properties of clay. He received his first significant public art commission in 2008.

Fields now resides in Louisville, Colorado as a full time artist. He strives to discover new ways to combine welded steel and glazed ceramic carvings. His ceramic wall art features constant experiments in surface texture and glaze colors.

"I create sculptures that feature the interplay of glazed ceramic and welded steel. Richly textured, and sometimes playful clay forms are cradled by the solid metal. Quiet, often circular shapes hold abstract clay explorations in my smaller pieces. Birds, animals, plants, and other natural forms take shape on tall pillar sculptures or in colorful ceramic murals. Two decades spent in a monastery bring a contemplative spirit into much of my work. I feel a deep, serene beauty underlying the intense struggles of life, and seek to express this through imagery carved in the ancient and malleable clay medium."

"In my public art practice, I strive to understand the values of the community I am serving, and incorporate the neighborhood's feedback in my design work. Working collaboratively is something I enjoy, and a public artwork should be something created together by the artist, the art committee, and the community for the benefit of all. I cherish these opportunities!"



Public Art Experience

- Ceramic mural “Peacock” installed at Community Park, Superior, Colorado, 2020
- Sculpture “Pollinators” selected for Lafayette, Colorado’s Art on the Street program, 2021-22
- Sculpture “Tale of Two Birds” selected for 10th Biennial Art 2C on Havana 2020-2022, Arvada, Colorado
- Selected for Boulder Housing Partners Artist Roster 2020-2022
- Sculpture “Germination” selected for Loveland, Colorado’s Art in Public Places TAAP Sculpture Program, 2020-21
- Selected for Oregon Art in Public Places Roster 2020-2022
- Selected for the LA Metro 2020 Artist Pool
- Selected for Oregon Art in Public Places Roster 2019-20
- Sculpture “Pollinators” selected for Gallery Without Walls 2018-2020 outdoor sculpture exhibit in Lake Oswego, Oregon
- Sculpture “Northwest Life” selected for Happy Valley City Hall Sculpture Garden for 2017-19 in Happy Valley, Oregon.
- Selected for the 2016-18 Prequalified Artist Pool: City of Palo Alto Public Art Program, Palo Alto, California
- Selected for Sound Transit Art Program’s 2016-19 Artist Roster, Seattle, Washington
- “Yamhill County Panorama”, ceramic sculpture for the Yamhill Transit Center, commissioned by Yamhill County with collaboration from the McMinnville Downtown Association Committee for Public Art; McMinnville, Oregon, 2014
- Finalist, Scouts Mountain Nature Park public art call, Happy Valley, Oregon, 2014
- “Convergence”, ceramic sculpture and tile installation, South Park Identifier Project, Seattle Department of Transportation 1% for Art Fund administered by Seattle Office of Arts and Culture, Seattle, Washington, 2009
- Ceramic tile installation, in collaboration with the South Park Neighborhood Center and Aviation High School students, purchased by the Port of Seattle for Duwamish River Access Park, Seattle, Washington, 2008

Contact Information

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