

Louisville Revitalization Commission

Agenda

**Wednesday, December 11, 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 or 833 548 0282 (toll free)**
Webinar ID **#852 0147 8768**
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/revitalizationcommission.

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of November 20, 2024 Meeting Minutes
5. Public Comments on Items Not on the Agenda
6. Business Matters of Commission
 - a. Approval of Façade Improvement Agreement for 1314 Main Street
 - b. Approval of South Street Underpass Sculpture
 - c. Discussion and Approval of 2025-2026 Work Plan

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. Reports of Commission
 - a. Staff Updates
 - b. Downtown Business Association Updates
 - c. Chamber of Commerce Updates
8. Discussion Items for Future Meetings
 - a. Executive Session for Property Acquisition
 - b. Façade Improvement Program Applications
9. Commissioners' Comments
10. Adjourn

Revitalization Commission

Wednesday, November 20, 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 VZarate@LouisvilleCO.gov.

Call to Order –Chair Adler called the meeting to order at 8:02 AM and roll call was taken.

Commissioner Attendance: Present

Yes	Alexis Adler
Yes	Clif Harald - remote
Yes	Mayor Chris Leh – remote, joined at 8:12 a.m.
Yes	Bob Tofte - remote
Yes	Corrie Williams
Yes	Barbie Iglesias
Yes	Jeff Lipton

Staff Present: Vanessa Zarate, Economic Vitality Manager
Samma Fox, Interim City Manager (virtual)
Austin Brown, Economic Vitality Specialist
Corey Hoffman, Attorney for the LRC
Rob Zuccaro, Director of Community Development

Others Present: Councilmember Fahey
members of the public

Approval of Agenda:

Commissioner Lipton made a motion to approve the agenda. Commissioner Williams seconded the motion. The agenda was approved.

Approval of October 30, 2024 Meeting Minutes:

Commissioner Tofte made a motion to approve the meeting minutes as amended. Commissioner Lipton seconded. The meeting minutes were approved.

Public Comments on Items Not on the Agenda: None.

Commissioner Comments on Items not on the agenda: None.

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Business Matters of Commission:

Approval of 2025 Budget

The Economic Vitality Manager presented the proposed 2025 budget to the commission which was approved by City Council on November 4, 2024. Staff requests that the commission approve the budget as proposed by adopting Resolution 24-04. The resolution was included in the meeting packet.

Commissioner Lipton made a motion to adopt Resolution 24-04. Chair Adler seconded. Roll Call Vote: unanimously approved.

Commissioner Comments: None.

Public Comments: None.

Change December 2024 Meeting Date

The Economic Vitality Manager requested a change to the December 2024 meeting date due to anticipated interviews for the City Manager position on the LRC's regularly scheduled meeting date. Staff proposed changing the December meeting date to December 11, 2024.

The commission agreed to change the December meeting date to December 11, 2024.

Commissioner Comments:

Commissioner Harald commented that he is not available on December 11.

Public Comment: None.

Approval of 2025 Meeting Schedule

The Economic Vitality (EV) Manager asked the commission to approve the proposed 2025 meeting schedule. The proposed 2025 meeting schedule was included in the meeting packet.

Commissioner Lipton made a motion to adopt meeting schedule as proposed for 2025. Chair Adler seconded. The commission approved the 2025 meeting schedule as proposed.

Commissioner Comments:

Chair Adler proposed to move the January meeting to January 22 due to a personal conflict. Commissioner Harald is not available January 22. There was a discussion around the January meeting date.

Public Comment: None.

Application for Façade Improvement Program Assistance at 1314 Main Street

The Economic Vitality (EV) Specialist presented an application for Façade Improvement Program assistance at 1314 Main Street. The application and presentation were included in the meeting packet.

The applicant presented a summary of the project.

Vanessa noted that the application is broken down into seven components. The Commission can pick and choose which pieces to support.

Commissioner Iglesias made a motion to approve the Façade Improvement Program application for 1314 Main Street with a not to exceed amount of \$80,000. Commissioner Lipton seconded. Roll Call Vote: unanimously approved.

Commissioner Comments:

Commissioner Williams agreed with the comments from the public that it's a good project especially on main street and their concerns that its half of the 2025 budget. She noted that we knew that hard decisions would need to be made in 2025 due to other program commitments. She has concerns about approving this application at the full requested amount considering the limited 2025 budget.

Commissioner Harald asked if the 2024 funding for the Ironton Distillery would be carried forward to the 2025 budget. The Economic Vitality Manager responded that projects funded in 2024 which have not been paid out in 2024 will be carried forward to the 2025 budget.

Chair Adler commented that she appreciates the applicant's commitment to Louisville and supports funding a portion of the project. She asked the applicant which portions of the request are most beneficial to the project. The applicant commented that updating the doors is very important and painting and the planter. She noted that the windows are also important and commented that she could reduce the landscaping to reduce the cost.

Commissioner Williams asked what businesses are in the building and if the public could use the outdoor space. The applicant commented that it's generally intended for the building residents, and members of the public wouldn't be asked to leave if they were using the space.

Commissioner Lipton commented that the 2025 budget is \$300,000 and this is a recommendation for \$125,000 in funding. He expressed concerns about approving the full requested amount, suggesting that portions of the project could be downsized. He commented that he would put a higher premium on and provide more funding for businesses that also provide sales tax benefits, consistent with the City's BAP program. He would consider a higher amount than the \$100,000 limit for sales tax producing applicants. He has concerns about funding the outdoor seating component and he is in favor of funding the project at a lesser amount than requested.

Commissioner Tofte asked the EV Manager for a recap of procedures for asks under \$100,000. The EV Manager reviewed the procedures with the Commission. Commissioner Tofte agreed with some of the statements Commissioner Lipton made. He asked if there are problems with the existing windows or if it's just an aesthetic update. The applicant responded that the black iron is for aesthetics, but the current windows are not functional and not energy efficient.

Commissioner Tofte commented that he agrees with the other commissioner comments and asked the applicant to choose the most important items from the application.

Commissioner Iglesias commented that the applicant mentioned that the project could be whittled down and she asked for an updated pricing. The applicant responded that landscaping could be reduced, and the steel beams were an aesthetic improvement.

The Attorney for the LRC commented that it's difficult to carve out and suggested that one possible approach is for the LRC to agree to a not-to exceed amount asking the applicant to return with an updated rendering.

Commissioner Lipton commented that the commission could provide an amount to the applicant and doesn't feel he needs to hear back from the applicant based on what we feel should be funded.

Chair Adler commented that she noticed the original application was for a lot less. The applicant responded that it was before the architect priced out the project.

Commissioner Lipton outlined what he felt were the most appropriate improvements to fund for this application and how those items would address blight.

There was a discussion around how specific the LRC can be about what their support funds. The Economic Vitality Manager noted that the LRC is able to designate what their funding is to be spent on.

Chair Adler expressed agreement that painting, door replacement, and a portion of funding for the landscaping seems appropriate. She asked the commission if there is a total amount they are comfortable with approving considering the Façade Improvement Program budget.

Commissioner Iglesias commented that she feels the windows should also be included.

The EV Specialist provided guidance on what the amount would be if the commission chose to use the tiered approach to calculate the funding for this project.

Commissioner Harald commented that he's unsure if the commission is authorized to specify what the applicant spends the money on and that he is uncomfortable specifying what the money should be spent on.

The Attorney to the LRC commented that the idea of targeting your dollars to something is absolutely appropriate because the function is to eliminate blight and parts of the project do eliminate blight. He recommended that the LRC should know what it is contributing to in order to ensure that it does eliminate blight.

The EV Manager provided tallies of what particular portions of the project are estimated to cost and the commission discussed how much they would be willing to contribute to the project based on the items that would eliminate blight.

Commissioner Lipton commented that he would be comfortable supporting the project in the \$80,000 range.

Commissioner Williams commented that she is comfortable approving a not to exceed amount.

Commissioner Tofte commented that he agrees with the \$80,000 amount of support.

Commissioner Harald agreed with the \$80,000 amount of support.

Public Comment:

Mike Kranzendorf, not a resident of Louisville, commented that this is about half of the façade improvement program budget for 2025 and asked if the commission would consider a budget amendment to increase the program budget if other

Eric reed, resident and chamber board member commented that he fully endorses anyone applying and also expressed concern with the amount of this request due to the 2025 budget.

Commissioner Feedback on Top Three Work Plan Priorities

The Economic Vitality (EV) Manager requested feedback from the commission on the top three work plan priorities for 2025-2026. Staff intends to bring the work plan before the LRC in December for discussion and asked each commissioner to share their top three priorities for the next two years.

Commissioner Comments:

Chair Adler asked the commission to go around the room and comment on their 2025 priorities.

Commissioner Iglesias is excited about the Vision Plan and companies like Irontron and other new businesses coming to town. Her priorities are the Vision Plan, Façade Improvement Program, and attracting new businesses to the downtown area.

Commissioner Lipton's priorities are the Vision Plan, to work collaboratively with property and business owners to develop a positive business climate that encourages private investment in the URA, and review Land Use codes applicable to the URA and consider recommendations for changes that would potentially improve the redevelopment and economic vitality of the district.

Commissioner Williams' priorities are the Vision Plan, downtown vacancies, and Property Improvement and Façade Improvement programs.

Commissioner Tofte's priorities are the Vision Plan, making progress on DELO east and infrastructure and the Coal Creek Village Station implementation, and downtown vacancies, specifically the Wildwood building.

Commissioner Harald's priorities are the Vision Plan, Façade and Property improvement programs, and supporting existing businesses.

Mayor Leh's priorities are the Vision Plan and inviting investments into our community.

Commissioner Lipton made comments related to last night's Vision Plan meeting and what role the LRC is expected to play in the process. He asked the Mayor to respond. Mayor Leh responded with his understanding of what the LRC's role is intended to be and he asked staff to

respond as well. Mayor Leh commented that he feels the LRC should be very much involved in the project. The Attorney to the LRC commented that the discussion is far afield of the agenda item and asked the commission to return to the agenda item to identify priorities for 2025. The Director of Community Development commented that staff is in discussions around the best way to include all the stakeholders in the process in an appropriate way.

Chair Adler summarized that the Vision Plan is a top priority for the LRC and commented that the LRC's continued involvement in the project is important.

Chair Adler's priorities are the Vision Plan and ensuring that the LRC is engaged in the project, existing LRC programs, and engaging with other areas within the URA such as the Coal Creek, Christopher Plaza and the King Soopers shopping center areas. She added that addressing vacancies in the URA and continued partnership with Trestle Strategies to get ideas of how to build public/private partnerships to revitalize the URA is also important.

Commissioner Lipton asked if the commission should also focus on collaborating more effectively with EVC and other interest groups.

The EV Manager commented that the priorities mentioned today won't be the only items on the work plan. This feedback will help staff prioritize the 2025 work plan.

Commissioner Tofte commented that he thinks we will receive requests from Coal Creek and Delo East in 2025. He added that, the economic vitality of downtown important; however, the areas of Delo East and Coal Creek Village have much more apparent blight than downtown. He also commented that the original focus of the LRC was Delo, and it needs to be completed and built out in a proper way in addition to the Highway 42 and 95th street areas. He feels the LRC has been very downtown centric for five years, and the commission can't forget about the other areas in the URA.

Public Comment: None.

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. She noted that Commissioners may reach out to her with any questions.

The Economic Vitality Manager commented that the Retreat went very well, and a summary will be sent to the commission today.

Commissioner Comments:

Commissioner Lipton asked what the follow up to the EV Retreat will be. The EV Manager responded that it's intended to have a retreat each year and to include gap identified in the appropriate work plans.

Downtown Business Association Updates:

Commissioner Williams gave an update on the last DBA meeting. Eric Reed gave an additional update on the last DBA meeting.

Commissioner Williams commented that the Street Faire 25th anniversary is coming up in 2025.

Chamber of Commerce Updates:

Eric Reed gave an update on the Chamber of Commerce. He noted that the summit seemed to be a great way to bring together all of the groups to refine how they can work together. The Chamber will celebrate 40 years in Louisville in 2025.

Discussion Items for Future Meetings:

1. Executive Session for Property Acquisition
2. Façade Improvement Program Applications

Commissioner Closing Comments: None.

Adjourn: Chair Adler made a motion to adjourn. Commissioner Williams seconded. The meeting adjourned at 9:23 a.m.

SUBJECT: FAÇADE IMPROVEMENT PROGRAM AGREEMENT: 1314 MAIN STREET

DATE: DECEMBER 11, 2024

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:

Staff received a Façade Improvement Program application for 1314 Main Street in August 2024. The property is within the Highway 42 Urban Renewal Area and is eligible to participate in the LRC's programs. Staff presented the application request to the LRC at the November 2024 meeting.

The building was originally built in 2001, and the current property owners purchased the property in 2023. The new property owners are also tenants in the building and are leasing space to other businesses as well. The owner and applicant run a lawn firm, Wilson Williams Fellman Dittman. There are additional tenants in the building such as Jennifer Paris State Farm, Paul Solari LPC and other service providers. The applicant wants to modernize and beautify the building, incorporating steel details, contemporary signage, native landscaping and dark modern siding. In addition, they hope to install permanent architectural and landscape features to encourage people to spend more time outdoors on the property.

Since purchasing the property in August 2023, the applicant has invested over \$340,000 making interior and exterior improvements. Improvements already made include a remodel of the main floor, striped and repaved parking lot, updated bathrooms, interior signage and building directory, interior painting, new flooring, new lighting, energy efficiency upgrades, furnace replacement, landscaping maintenance and other upgrades interior to the building.

The LRC directed staff to move forward with an agreement, not to exceed \$80,000 to include door replacement, window replacement, painting and public landscaping. The agreement is attached to this staff report.

RECOMMENDATION:

Staff recommends approval of the Façade Improvement Program agreement for 1314 Main Street.

ATTACHMENT(S):

1. 1314 Main Program Agreement

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT ("Agreement") is made and entered into this 11 day of December, 2024 ("Effective Date"), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC") and **1314 MAIN STREET LLC** ("Recipient"), the owner of the commercial building located at 1314 Main Street, Louisville, CO 80027 (sometimes referred to individually as "party" or collectively as "parties").

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

WHEREAS, the LRC has created a Façade Improvement Grant Program (the "Program") through which the LRC provides grant funding to offset certain eligible costs associated with projects undertaken by owners/tenants to improve the exterior façades of commercial properties within the Highway 42 Revitalization Area (the "Plan Area"), in furtherance of the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan"); and

WHEREAS, the Program furthers the purpose of addressing blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville public purpose; and

WHEREAS, Recipient is the owner of the commercial building (the "Building") located at 1314 Main Street (the "Property"), which Building and Property are within the Plan Area; and

WHEREAS, Recipient has submitted to the LRC the Recipient's application (the "Application") for a grant to offset a portion of the eligible costs associated with the Recipient's proposed façade improvements to the Building (the "Project"), as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference ("Eligible Improvements");

WHEREAS, pursuant to the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and the Urban Renewal Plan, the LRC may finance undertakings pursuant to the Plan by any method authorized under the Act or any other applicable law, including without limitation issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources; and the Plan authorizes the LRC to pay the principal and interest on any such indebtedness from property tax increment, or any other funds, revenues, assets or properties legally available to the LRC; and

WHEREAS, the LRC has approved the Application, and has offered to reimburse a portion of the costs associated with the Project, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the LRC and the Recipient agree as follows:

A. Recipient Obligations. The Recipient shall fulfill each of the following obligations (“Recipient Obligations”):

1. Apply for and obtain all approvals and permits from the City as required pursuant to the City Code for the construction of the Project.

2. Complete the Project, including the Eligible Improvements, with Recipient’s own funds, in accordance with applicable requirements of the City Code and City-adopted building and fire codes, and the terms and conditions of City-approved plans, permits, and approvals applicable to the Eligible Improvements.

3. No later than ten (10) days after the Project is completed, request inspection by the City.

4. Obtain acceptance of the Project, including the Eligible Improvements from the City. If the Eligible Improvements are satisfactory, the City shall grant acceptance. If the Eligible Improvements are unsatisfactory, the City shall provide written notice to Recipient of the repairs, replacements, construction or other work required to receive acceptance.

5. Recipient shall provide the LRC with certified statement of Eligible Improvement costs no later than thirty (30) days after Recipient obtains City acceptance of the Project completion.

B. Reimbursement. Subject to Section C, upon Recipient’s fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, “Reimbursement” means Fifty Percent (50)% of certified Eligible Improvement costs, up to a reimbursement amount not to exceed Eighty Thousand Dollars (\$80,000.00).

C. Termination. The LRC and Recipient expressly agree that time is of the essence with regard to fulfillment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Project including the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations by June 1, 2026, this Agreement and the LRC’s obligation to pay the Reimbursement shall immediately terminate.

D. Recipient’s Post-Reimbursement Obligations.

1. In consideration of the LRC’s payment of the Reimbursement, the Recipient agrees that the Property shall not be redeveloped within three (3) years of the LRC’s payment of the Reimbursement, unless otherwise approved in writing by the LRC.

2. For a Two (2) year period from the date of City acceptance of the Eligible Improvements, Recipient shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City or LRC, shall become necessary. The Recipient and each

successor owner of the Building shall be responsible for the maintenance obligations provided for herein.

3. This Section D shall survive termination of this Agreement.

E. Damages Waiver. Recipient shall not be entitled to any payment or compensation of any kind from the LRC or the City for lost profits; direct, indirect, or consequential damages; or costs or expenses of any kind, including but not limited to costs of extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be caused by the City or LRC, reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

F. Indemnification. To the fullest extent permitted by law, the Recipient agrees to indemnify and hold harmless the LRC, and its appointed officers and employees, and the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with this Agreement or the construction of the Eligible Improvements, whether by Recipient or Recipient's contractor, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Recipient or any contractor of the Recipient, or any officer, employee, or agent of the Recipient or Recipient's contractor, or any other person for whom Recipient is responsible. The Recipient shall further bear all other costs and expenses incurred by the City, the LRC, or the Recipient, which are related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if a court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Recipient or any person for whom Recipient is responsible. The City and LRC shall be entitled to costs and attorneys' fees incurred in any action to enforce the provisions of this Section F. The Recipient's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or the LRC. This Section F shall survive termination of this Agreement.

G. Miscellaneous.

1. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The exclusive venue for any lawsuit concerning the subject matter of this Agreement shall be in the District Court for Boulder County, Colorado. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge concerning the subject matter of this Agreement.

2. Nothing in this Agreement is intended or shall be construed to create a joint venture between the Recipient and the LRC and the City, and neither the LRC nor the City shall never be liable or responsible for any debt or obligation of the Recipient.

3. This Agreement shall inure to the benefit of and shall be binding upon the LRC and Recipient and their respective successors.

4. This instrument shall constitute the entire agreement between the LRC and Recipient and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

Recipient:

1314 Main Street LLC
15306 W. 93rd Avenue
Arvada, CO 80007
303-550-5516
byron@wwfdlaw.com

LRC:

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.XXXX
economicvitality@louisvilleco.gov

5. This Agreement is personal to Recipient and Recipient may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the LRC. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be voidable by the LRC.

6. Neither the LRC nor the City has legal rights to or ownership interest in the materials chosen by the recipient and as such disclaims all warranties, express, implied or statutory, regarding construction materials utilized in the eligible improvements, including the implied warranties of merchantability, accuracy, satisfactory quality, title, security, noninfringement, uninterrupted or error-free use, and fitness for a particular purpose, and any implied warranty arising from course of performance, course of dealing, usage or trade.

7. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the LRC and Recipient.

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

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

This Façade Improvement Reimbursement Agreement is effective on the date first above written.

RECIPIENT:

1314 MAIN STREET LLC

By: _____

Name: Byron A. Williams

Title: Chief Executive Officer

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Alexis Adler, Chair

ATTEST:

Clif Harald, Secretary

Exhibit A

Exterior Painting

Contractor cost to remove red canopies, repair siding from removal, scrape loose paint, prime raw areas, caulk in areas of need, paint siding to match BM color 2124-10 "Wrought Iron" paint trim, fascia, soffit, gutters to match BM color 2128-10 "Black Beauty": \$16,800

Rental cost for man lift: \$3,000

Materials, including masking tape, caulking, exterior primer, misc. sundries, plywood for grass protection from lift: \$475

Paint: Sherwin Williams SuperPaint mid-grade paint available in low lustre as speced: \$2,000

Architecture Design Services: \$3,875

Total: \$26,150

Exterior Doors Replacement

Storefront front and rear entrance doors: \$7,408.72

Fire exit doors on north side: \$5,702.09

Contractor cost to fix drywall, trim, caulking, paint due to exterior door install: \$1,500

Architecture Design Services: \$500

Total: \$15,110.81

Raised Front Yard Permanent Steel Planter with street number

\$6,436.84

New Exterior Windows

B & W Glass quote for Marvin windows: \$58,983.15

Contractor cost to caulk in new exterior trim installed by window company, repair drywall, caulk in and match paint on interior side: \$12,375

Architecture Design Services: \$3,875

Total: \$75,233.15

Upgraded Landscaping and Design

Front Yard: \$20,132

Side Yard (South): \$11,902

Rear Buffers: \$8,360

Architecture Design Services: \$3,875

Landscape Architect Design Services: \$6,375

Total: \$50,644

**SUBJECT: RESOLUTION 24-05 – 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: DECEMBER 11, 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 LRC approved this amendment during its October meeting and directed staff to advance it to City Council for approval. City Council reviewed and approved the amendment during its November 19 meeting. The amendment to the Cooperation Agreement now requires final approval from the LRC. The Agreement is accompanied by a Resolution (*Attachment #4*).

RECOMMENDATION:

Staff requests LRC final approval of the First Amendment to the 2021 Cooperation Agreement.

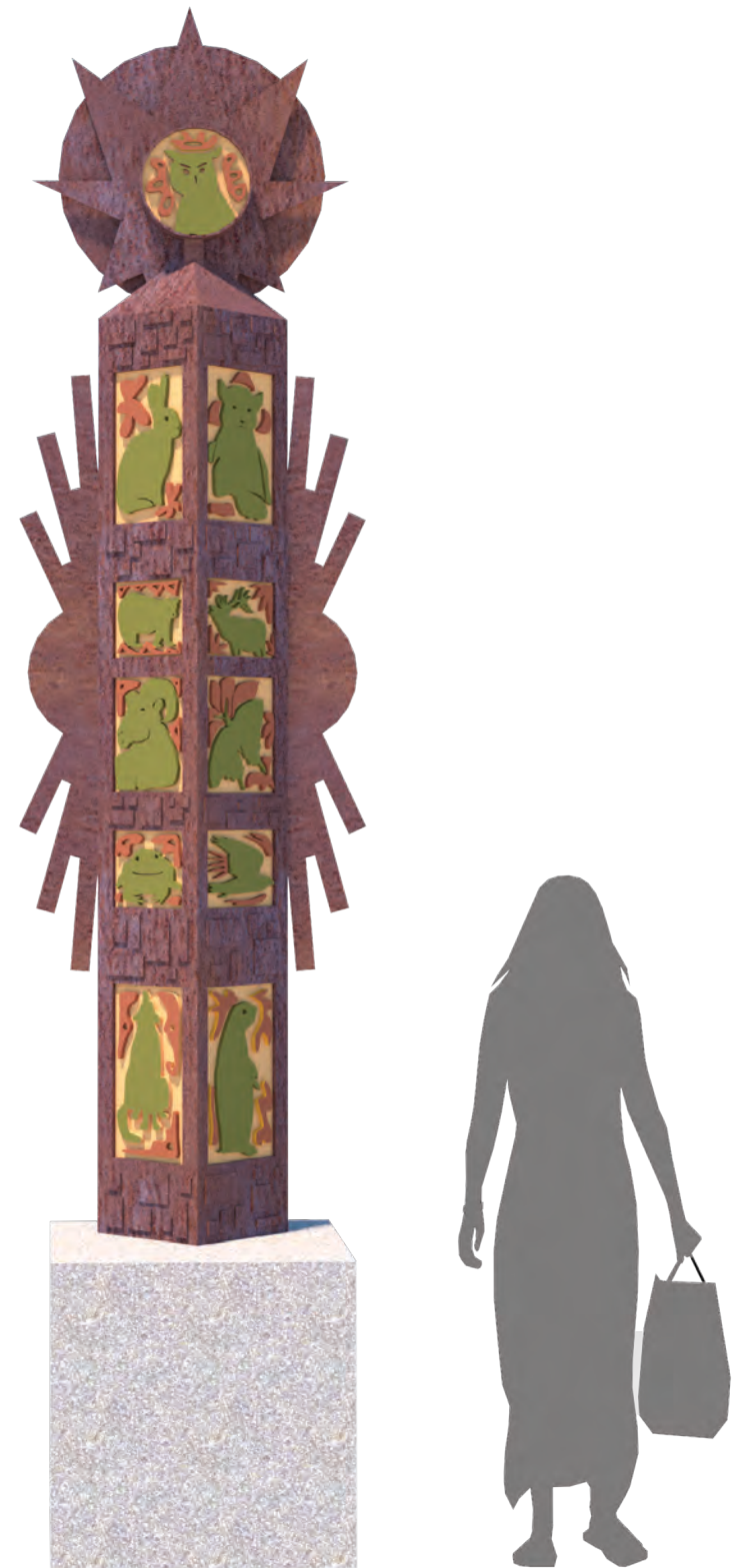
ATTACHMENT(S):

1. Gregory Fields Proposal for South Street Underpass
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. Resolution 24-05 Approving a First Amendment to the Cooperation Agreement between the City of Louisville and the LRC Regarding Funding for Public Art in the South Street Gateway

South Street Pedestrian Underpass

Sculpture Proposal by Gregory Fields

December 5, 2020





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



About the Artist

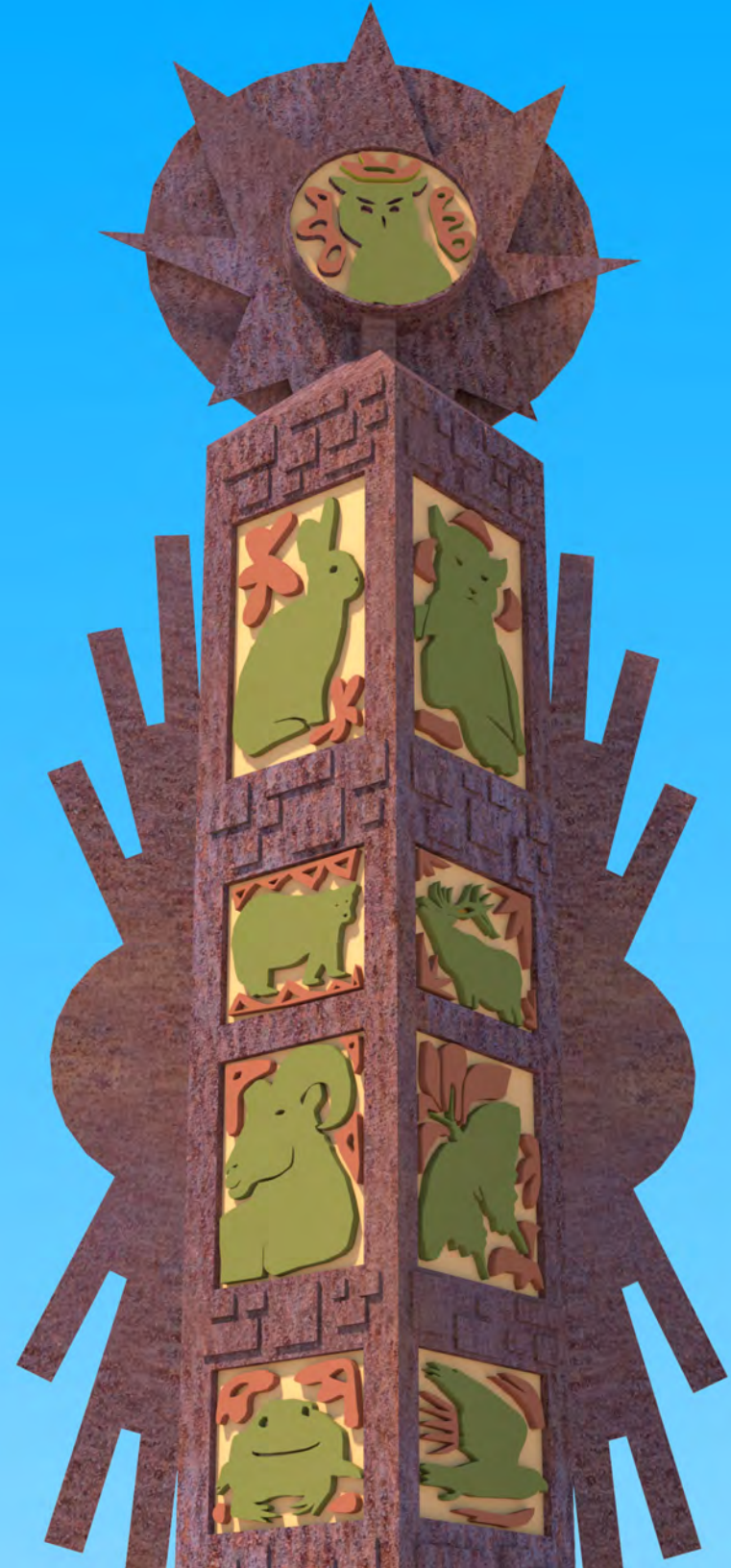
Explorations of wildlife imagery and abstract forms highlight the sculpture of Gregory Fields. Glazed ceramic murals and pillar pieces also figure prominently in his portfolio.

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

Gregory Fields

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Louisville CO 80027

206.919.7911

gfields@fieldscapes.com

fieldscapes.com

[instagram.com/gregoryfieldsart](https://www.instagram.com/gregoryfieldsart)

[wescover.com/creator/gregory-fields](https://www.wescover.com/creator/gregory-fields)

**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.

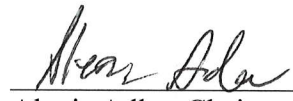
Section 2. The LRC Chair is authorized to execute the Agreement on behalf of the LRC, and is further authorized to negotiate and approve such revisions to the proposed Agreement as the Chair determines are in the best interests of the LRC, provided the essential terms and conditions of the Agreement 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

Resolution No. 7, Series 2021
Page 1 of 2

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.

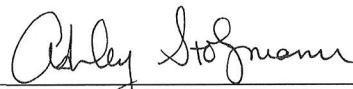
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

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



Resolution No. 7, Series 2021
Page 2 of 2

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.

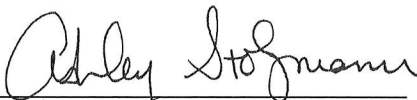
IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,
a Colorado municipal corporation

ATTEST:



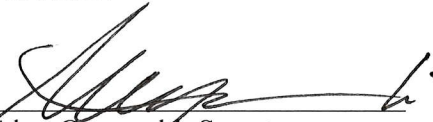
Meredyth Muth, City Clerk



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

**LOUISVILLE REVITALIZATION COMMISSION
RESOLUTION NO. 24-05**

**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 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 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 Second Amendment is needed to revise the completion date and the total cost of the project.

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

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 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 11th day of December, 2024.

ATTEST:

Alexis Adler, Chair

Clif Harald, Secretary

SUBJECT: DISCUSSION AND APPROVAL OF 2025-2026 WORK PLAN

DATE: DECEMBER 11, 2024

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:

In 2023, the Louisville Revitalization Commission adopted a work plan aimed at guiding LRC investment and time. Staff has drafted a proposed 2025-2026 work plan based on LRC goals, objectives and commissioner feedback. This work plan is intended to guide LRC's meetings, investment and budget over the next two years.

The LRC can make amendments to the work plan as new priorities arise, but the intention is to use the work plan as a guiding document.

FISCAL IMPACT:

There is no direct fiscal impact to approving a work plan, the work plan will help inform budget decisions.

RECOMMENDATION:

Staff recommends that the LRC discuss and approve the 2025-2026 work plan.

ATTACHMENT(S):

1. Draft 2025-2026 Work Plan

Louisville Revitalization Commission
2025 – 2026 Draft Work Plan

Project	Potential Steps	Timeline	Funding
Downtown Vision Plan – Design Development	• Finish Downtown Vision Plan design and construction documents • LRC Continue to support staff and consultant teams through final design • Continue to work with downtown stakeholders through final design process • LRC to identify which elements they are going to recommend for prioritized funding • Work with bond consultants and staff to issue bond	Q1-Q3	\$1M
Downtown Vision Plan – Implementation	• Work with staff and consultants to take feedback through final design, to keep project on track to start construction in Q4 2025 • Support City Staff as they work through final design and construction plans • Support EV Staff and provide feedback as they create a construction impact plan and identify ways to support businesses through construction	Q4	\$8M
Program Implementation and Support	• Continue to promote and support the existing LRC programs • Complete applications, promotional materials, eligibility and engagement for existing programs • Create new program collateral and website page • In December, evaluate program impact and eligibility to ensure alignment with goals and needs	Q1-Q4	\$650,000
Marketing and Promotion	• Enhance marketing and promotion of the urban renewal area and LRC programs available • Monthly proactive and reactive promotion across platforms to include digital, verbal and print	Q1-Q4	\$5,000
Gap Identification	• Identify opportunities in DELO and South Boulder Road, within the Highway 42 area, to support projects • Identify additional programs or supports to address vacancies within the urban renewal area		

**Louisville Revitalization Commission
2025 – 2026 Draft Work Plan**

Project	Potential Steps	Timeline	Funding
LRC Long Range Planning	• The Highway 42 Urban Renewal Area increment capture expires in 2032. Discussion of what happens to the area after that expiration • Identify additional areas throughout the City of Louisville that could benefit from urban renewal tools and explore creating new urban renewal areas • Address the future of the 550 S McCaslin Urban Renewal Area	Q1-Q4	
Partner Engagement and Collaboration	• Provide written letters of support where appropriate for projects, investments, policy and legislation • LRC members attend events and open houses to provide feedback as appropriate	Q1-Q4	

SUBJECT: STAFF UPDATES

DATE: DECEMBER 11, 2024

**PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER
AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:

In the following, staff provides updates on recent activity related to economic vitality functions.

Support Local Campaign

Staff has launched a Support Local Campaign to encourage residents and visitors to use local businesses for their needs. Going back shop local to encourage people to not only shop local at restaurants and retailers but to use local professional services and support local non-profits. December's Support Local activity is a business happy dance. We are inviting businesses to send us a 10-second or less video of them doing a happy dance, so we can share out to our networks the impact Supporting Local has on business owners.

Business Beat Roundtables

The Economic Vitality team, in partnership with the Economic Vitality Committee, will continue our Business Beat roundtables in 2025. The roundtables will focus on geographies, industries and topic specific sessions. These are intended to take place on the forth Thursday of every month.

Boulder Economic Forecast

The [Boulder Economic Council](#) will host their annual economic forecast and business outlook event. This will highlight the most up-to-date economic standings and outlook for the Boulder area. The outlook includes information surround employment, real estate, industries and more.

Louisville Chamber Annual Awards Dinner

The [Louisville Chamber of Commerce](#) will host their annual awards dinner on January 30th. The chamber is currently accepting nominations for their awards to include The Pioneer Award, Business of the Year, Small Business of the Year, One Community Award and more. Tickets are on sale now.