City of Louisville
COLORADO • SINCE 1878

Louisville Revitalization Commission

Agenda

Wednesday, March 5, 2025
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 February 12, 2025 Meeting Minutes
5. Public Comments on Items Not on the Agenda
6. Business Matters of Commission
   a. Discussion and Decision- Third Party TIF Review for the Grain Elevator
   b. Comprehensive Plan Update
   c. Discussion on IGA with the City

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. Development Updates
    c. Downtown Business Association Updates
    d. Chamber of Commerce Updates
8. Commissioners' Comments
9. Adjourn

City of Louisville
COLORADO • SINCE 1878

Revitalization Commission

Wednesday, February 12, 2025 | 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 Williams called the meeting to order at 8:03 AM and roll call was taken.

Commissioner Attendance:	Present	
	Yes	Alexis Adler
	Yes	Councilmember Caleb Dickinson
	No	Clif Harald
	Yes	Barbie Iglesias
	Yes	Jeff Lipton
	Yes	Bob Tofte
	Yes	Corrie Williams

Staff Present:
Vanessa Zarate, Economic Vitality (EV) Manager
Samma Fox, Interim City Manager
Austin Brown, Economic Vitality (EV) Specialist
Corey Hoffman, Attorney for the LRC
Rob Zuccaro, Director of Community Development
Ligea Ferraro, Executive Administrator – remote

Others Present: members of the public

Approval of Agenda:

Commissioner Dickinson made a motion to approve the agenda. Commissioner Tofte seconded the motion. The agenda was approved.

Approval of January 22, 2025 and February 3, 2025 Meeting Minutes:

Commissioner Dickinson made a motion to approve the meeting minutes. Commissioner Lipton asked that the last name of the Crystal Springs Brewery owner Tom be added to the meeting minutes. Commissioner Lipton commented that in the minutes related to the Vision Plan steering committee, it mentions an Advisory Committee. Chair Williams commented that she asked for the committee to be named as advisory rather than stakeholder. The EV Manager responded that the team is working to put together the committee and will know more about the

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name of the committee once it's finalized next week. Commissioner Lipton asked to change Advisory Committee to lower case because it hasn't been formally named yet.

Commissioner Lipton made a motion to approve revised minutes with the addition of the last name of Crystal Springs Brewery business owner Tom Horst and changing the minutes regarding the Vision Plan to reference the steering committee as an "advisory committee." Councilmember Dickinson seconded the motion. Motion passed.

Public Comments on Items Not on the Agenda:

Erik Hartronft who is involved with renovation of the grain elevator commented that he has been looking for a way to revitalize the mill. He noted that there is an investment group and a lot of momentum with the project right now. The PUD recorded in 2015 has not been renewed. They will be amending it to focus on the center piece for a new business that will go into the mill, noting that the other properties won't be improved at this time. He also commented that it is a very expensive project and the infrastructure doesn't exist, noting that there are drainage issues and electricity will need to be brought on site. In the process of investigating the viability of the project, a go/no-go decision may be forthcoming. They will talk to the Historic Preservation Commission, though that won't solve the infrastructure issues. He commented that they would like to see parking as a public parking project and improve other areas of the property.

Ross Bowdey who represents the ownership group for the project, named Louisville's Living Room, commented that the goal is to give it back to the community as a community center in celebration of the historic landmark.

Commissioner Comments on Items not on the agenda: None.

Business Matters of Commission:

<u>Approval of 2025 Meeting Dates</u>

The Economic Vitality (EV) Manager provided the Commission with the revised 2025 meeting dates and asked the Commission to approve the new dates. A list of the meeting dates was included in the meeting packet with an explanation of the changes to the March and July dates listed.

Chair Williams made a motion to approve the 2025 LRC meeting dates with the change of the July meeting date to July 23. Commissioner Lipton seconded the motion. The revised meeting dates were approved by the Commission.

Commissioner Comments:

Commissioner Adler commented that she will be out of town in March. Chair Williams and Councilmember Dickinson commented that they are out of town on July 16. The Commission agreed to move the July meeting to the 23rd.

Public Comments: None.

<u>Economic Vitality Year in Review</u>

The Economic Vitality (EV) Manager presented a review of the City's 2024 Economic Vitality activities. The presentation was included in the meeting packet.

Commissioner Comments:

Commissioner Adler asked if Economic Vitality tracks the success rate of business attraction and retention activities and what it looked like in 2024. The EV Manager responded that they do track the activities, noting that lease signing takes 18-24 months from the time of potential site submission. From four formal site selection searches submitted to the State one (1) lease has been signed; the other three haven't made a location decision yet. With site searches about ¼ of them have landed in Louisville.

Commissioner Lipton asked if there were any themes that emerged on retention visits. The EV Manager responded that cost and availability of labor came up across industries. City processes also came up, some of which turned out to be due to misunderstanding of the processes.

Commissioner Lipton asked if there is anything actionable that the city is considering to address the noted issues. The EV Manager responded that some action has already been taken to processes in terms of timelines to get permits into the queue. The remaining complaints are related to the PUD process as well as thresholds for public meetings and approvals. These complaints have been noted, and any changes will likely come after the comprehensive plan's approval.

Commissioner Lipton asked if there was anything specific to the Urban Renewal District. The EV Manager responded that the biggest complaints about downtown are vacancies, and we are slowly whittling away at those.

Councilmember Dickinson commented that he was on EVC last year and that there has been a lot of movement. He expressed excitement about the team and things moving forward.

Public Comment: None.

<u>Downtown Economic Snapshot</u>

The Economic Vitality (EV) Manager presented a summary of the Urban Renewal Area economy. The presentation was included in the meeting packet. Vanessa will send the tapestry details to the Commission.

Commissioner Comments:

Commissioner Lipton asked about the scale for the indexes listed in the Key Facts. The EV Manager provided a summary of what the indexes are based on, specifically that the average is 100.

Commissioner Adler commented on the commute time data, asking if the numbers look similar for the whole city. There was a discussion around the historical commute time data and how virtual employment might have affected this data.

Commissioner Adler asked how this data might be used. The EV Manager responded that when the city talks about housing, it will inform how we provide housing for the workforce in the city.

For Economic Vitality when we talk about where businesses want to relocate, we can identify the number of residents that might be able to fill their employment needs locally.

Commissioner Lipton asked about the perception of a lot of downtown vacancies and why it seems to be a higher perception than the reality of the actual number of vacancies. The EV Manager responded that because the vacancies we have downtown are large, it has a greater impact on the perception of vacancies. The number of Downtown vacancies is small, but the vacant properties are large.

Commissioner Williams asked if this data tracks online sales because the data suggests there is more stimulation downtown than what the business owners feel. The EV Manager responded that a lot of downtown businesses said Q4 ended okay, but it was slower than in prior years. We have a way to track visitors to a certain area and we have seen lower visitation downtown in particular which has something to do with showcasing how businesses interact with patrons in person. She noted that sales tax and sales are calculated by the delivery point, rather than the point of origin. For example, curbside pickup is counted at the store, but items shipped out of the city are tracked by the delivery point. The EV Manager commented that historic main streets don’t tend to be major employment centers in cities, noting that they tend to be gathering places for the community. She added that this is something we are grappling with, how to get people here throughout the day. The City of Louisville is not alone in this challenge.

Councilmember Dickinson commented that the housing study revealed that current residents would not be able to relocate to Louisville right now if they had to. He commented that it’s too expensive for many new businesses and residents to come to Louisville due to rental and property costs. The EV Manager commented that we do regularly look at what the barriers to entry are; the most consistent feedback on the current vacancies is that they are too big for a single owner to take on. The Empire building is over 9000 square feet; the Tebo building is over 6000 square feet. The Chase building does have tenants. There has been a lot of interest; it’s just a lot of space for a single tenant to make it work on their own.

Commissioner Lipton commented that the current businesses have already paid their capital costs while a new business has a much higher hurdle to meet in order to justify opening a small business in our town, likely due to front end costs and processes. Our land use and building codes have created barriers to bringing down the cost of investment for new property and business owners. More important is the uncertainty of the outcome investors here have to face because of the way we have set up our processes. The reputation of Louisville inhibits our ability to create a vital and sustainable downtown.

Commissioner Williams asked if the current land use code prevents multiple tenants in a single space. The EV Manager responded that it doesn’t, but it depends on the type of tenant due to zoning impacts to use. Some of it on the broker/building owner side is finding compatible tenants to make it work.

Commissioner Williams asked if EV works on marketing the space as dynamic with the option for multiple tenants. The EV Manager responded that we do promote it and work closely with the brokers, noting that before we promote anything we make sure the property owner and the broker are on board.

Public Comments:

Gillian Millar from the Louisville Chamber of Commerce commented on the data presented, noting that it helps the Chamber do targeted marketing.

Business owner Mike Kranzdorf asked for more information on the status of the Empire building, noting that it was mentioned that nothing is for sale within the Urban Renewal Area. The EV Manager responded that the Empire Building is not under contract and is not being actively marketed. She added that we have been having a lot of conversations on what will come next, and she will report back to the Commission at a future meeting.

Louisville resident Mark Cathcart expressed appreciation for the presentation and commented on historic downtowns being seen as a gathering place. He asked if historic downtown is the symptom or the cause, noting that we put all our resources into that, and the city is giving away any kind of community benefit in new developments. He commented that there is no community gathering place near his residence close to Hecla Lake.

<u>Amendment to Cooperation Agreement Regarding Funding for Public Art in the South Street Gateway</u>

The Economic Vitality (EV) Manager presented background on the cooperation agreement for the installation of the Greg Fields sculpture at the South Street Underpass. She presented an amendment to the cooperation agreement to include a downpayment to the artist prior to beginning work. The information related to the amendment was included in the meeting packet.

Staff recommends that the LRC approve the amendment for a 25% down payment not to exceed $3,500, with the same project not-to-exceed amount of $13,880 and asks that the LRC direct staff to execute the necessary documents to memorialize the amendment to the cooperation agreement.

Commissioner Adler made a motion to approve the amendment for a 25% down payment not to exceed $3,500 with the same project not-to-exceed amount of $13,880 and that the LRC direct staff to execute the necessary documents to memorialize the amendment to the cooperation agreement. Commissioner Adler seconded the motion. Roll call vote: unanimously approved.

Commissioner Comments: None.

Public Comments:

Louisville resident Mark Cathcart commented that he has worked with Greg Fields on the original work he did on the South Street underpass and supports the amendment as presented by staff.

Reports of Commission:

<u>Staff Updates</u>

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 added that commissioners may reach out to her with any questions.

Commissioner Comments: None.

Downtown Business Association (DBA) Updates:

Chair Williams gave an update on the DBA, noting that the LRC meetings now fall before the DBA meetings so we will be a month behind on updates.

Chamber of Commerce Updates:

Gillian Millar from the Chamber provided an update on the Chamber of Commerce.

Discussion Items for Future Meetings:

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

Commissioner Closing Comments:

Commissioner Williams asked when the LRC can expect to hear about the next steps for the Downtown Vision Plan. The EV Manager responded that it will be in April or May.

Adjourn: Chair Williams made a motion to adjourn. Commissioner Tofte seconded. The meeting adjourned at 9:22 a.m.

LOUISVILLE REVITALIZATION COMMISSION

City of Louisville
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SUBJECT: APPLICATION FOR DIRECT FINANCIAL ASSISTANCE FOR THE GRAIN ELEVATOR

DATE: MARCH 5, 2025

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:
The Grain Elevator, located at 540 County Road (Front St) is one of the oldest commercial buildings in Louisville. The property has new owners that are interested in rehabilitating the historic structure and opening a new bar, venue and gathering space concept that will utilize the building and front lot adjacent to Front Street.

The project intends to keep the historic nature of the project and reconstruct the original porte cochere to add to the vibrancy and functionality of the building. The project intends to rehabilitate the building into a multi-level gathering space that will host events, meetings and provide additional sales tax to the City. Once open, the project does not intend to have a kitchen but sell a variety of drinks throughout the day and partner with nearby food establishments and food trucks to provide food to customers and visitors. The site will also increase their landscaping and outdoor amenity areas.

The Grain Elevator project will have to go through City processes to include a PUD Amendment and Special Review Use for outdoor dining and live music. The project team has met with City staff and is currently in our pre-planning process.

The Highway 42 Urban Renewal Area Plan's ("Plan) goal is to "reduce, eliminate and prevent the spread of blight within the URA and to stimulate growth and reinvestment within the URA boundaries, on surrounding blocks and throughout the downtown". Properties within the URA may be eligible for financial assistance where the rehabilitation, redevelopment or improvement of existing structures and infrastructure will promote new investment and reinvestment.

BACKGROUND
The LRC can partner with developers/businesses to provide financial assistance for a project in multiple ways. One way is:

1) Direct Financial Assistance (Property Tax Rebate): Provides assistance to achieve financial feasibility for the project.

The LRC has considered several projects for TIF financial assistance over the years, most recently the Radiance Med Spa at 916 Main Street. Current reviews are underway for two other projects. Staff has outlined the review process for Direct Financial Assistance below.

Direct Financial Assistance Review Process Overview

Per the policy for direct financial assistance there is multi-step review procedure process to be conducted by the LRC as follows:

Step 1: The LRC is to review the proposed project at a high level. If the majority of the LRC is supportive of the project at this level, the project will be advanced to a third-party financial review.

- The cost of the third-party review will be shared between the applicant and the LRC with each party paying 50% of the cost. If the project is ultimately constructed, the LRC will rebate the applicant its 50% share upon issuance of the Certificate of Occupancy.

Step 2: At a future meeting, the analysis from the third-party financial review will be considered by the LRC, and a determination will be made as to whether they support or oppose providing Direct Assistance for the project, subject to the applicant's entrance into a Property Tax Increment Rebate Agreement. Should the LRC support the project, the LRC will give guidance about the parameters of terms for such Agreement.

Step 3: Staff will prepare the Property Tax Increment Rebate Agreement per the terms identified by the LRC. The Agreement will then be presented to the City Council for review and consideration.

Step 4: After consideration by the City Council, the Agreement will be brought to a meeting of the LRC for final approval.

Today's discussion with the LRC is Step 1 of the Direct Financial Assistance process.

Direct Financial Assistance Program Parameters

To be awarded financial support, projects must demonstrate that they would provide exceptional and unique public benefits and would not be reasonably expected to be feasible without City financial or other economic support. If the project demonstrates this, the LRC and City may consider awarding a 50% property tax increment rebate for a period of up to five (5) years from the direct collection of the *incremental* property taxes attributable to the project. However, for projects that provide extraordinary community benefits or will generate substantial sales and other taxes for the City an award of up to a 90% property tax increment rebate for a period of up to ten (10) years may be considered.

Plan Purpose & Goals

The purpose of the Plan is to "reduce, eliminate and prevent the spread of blight within the URA and to stimulate growth and reinvestment within the URA boundaries, on surrounding blocks, and throughout the Downtown." Properties within the URA may be eligible for financial assistance where the rehabilitation, redevelopment or improvement of existing structures and infrastructure will promote new investment and reinvestment.

In 2019 the Louisville City Council and LRC adopted a "Property Tax Increment Financing Rebate Assistance Policy," by which the LRC is authorized to make rebates of a percentage of property tax increment revenues generated by properties within the URA to the property owner in order to support projects that may provide exceptional and unique public benefits ("Direct Assistance").

For a project to be considered for Direct Assistance under the Property Tax Increment Financing Rebate Assistance Policy, it must support the overall goals of the City and the Plan, including promoting an environment which allows for a range of uses and product types which can respond to market conditions over time; further the goals and objectives of the Louisville Comprehensive Plan, the Plan, Historic Preservation Plan, and other relevant policies; and leverage the community's investment in public improvements projects in the Area.

In addition to eliminating and preventing blight, proposed projects must also address at least three or more of the objectives outlined in the Plan, including:

A. Improve relationship between the URA and surrounding areas
B. Provided uses supportive of and complimentary to planned improvements
C. Encourage a mix of uses and/or mixed-use projects
D. Promote a variety of products to address multiple income segments
E. Provide ease of vehicular and pedestrian circulation and improve connections
F. Encourage continued presence of businesses consistent with the plan vision
G. Mitigate impacts from future transportation improvements
H. Encourage public-private partnerships to implement the plan
I. Encourage shared parking among projects in the area
J. Landscape streetscapes to unify uses and plan components

Staff finds that the proposed project may be considered for assistance because it supports the overall goals of the City and the plan, and it addresses at least three of the objectives outlined above, including:

A. Improve relationship between the URA and surrounding areas
B. Provided uses supportive of and complimentary to planned improvements
C. Promote a variety of products to address multiple income segments
D. Encourage continued presence of businesses consistent with the plan vision
E. Encourage public-private partnerships to implement the plan
F. Encourage shared parking among projects in the area

Criteria for Evaluation

In addition to consideration of how the application furthers the Plan Goals, and how it addresses at least three or more of the Plan objectives, applications for direct assistance are evaluated on how they provide positive impacts to the community and how the project addresses the following criteria:

1. The elimination or prevention of blight in the URA.
2. The ability to stimulate growth and reinvestment in the URA.
3. The economic benefits to the community from the project.
4. The effect of the project on surrounding property.
5. The increase in property value created from the project.
6. For property within downtown Louisville, the project is consistent with the City's historic preservation goals and objectives.

The LRC will give special consideration to projects that will also provide potential sales tax and other forms of tax revenue increases to the City and/or other significant community benefits which might include but would not be limited to: providing outdoor and indoor public spaces, public art, affordable housing, transportation infrastructure improvements, parking beyond the needs of the project and historic building restoration or improvements.

Staff finds that the proposed project meets these criteria by eliminating and preventing the spread of blight, encouraging additional private investment into the urban renewal area, providing economic benefit to the area and the City by providing new sales tax and connecting the south side of the urban renewal area to the rest of the urban renewal area.

The project is currently projecting financing gaps due to the age of the building, infrastructure needs for the sites, capital markets and other needs.

REQUEST:
The applicant is requesting a third-party review for economic impact of the project and a sharing of the newly generated tax increment from the project through the end of the tax increment capture period. The exact amount of what the agreement could look like will be determined through the third-party review of economic impact of the project. Staff is seeking direction from the LRC on high level approval of the project and direction to staff on moving forward with the third-party review.

FISCAL IMPACT:
The current fiscal impact would be the cost of the third-party analysis, estimated at $8,000-15,000 dollars. As per policy, the applicant would pay for half of the study that would then be reimbursed back to them should the LRC ultimately approve a TIF Agreement.

Staff anticipates using Pioneer Development Company for the third-party review. Staff has met with Andy Arnold and discussed his process and approach to third party reviews, and he has conducted many in jurisdictions across Colorado.

The TIF Rebate Agreement is based upon the new, increased property tax revenue generated by the redevelopment. It is a commitment to rebate future revenues not currently being received by the LRC. This agreement does not commit existing TIF revenue, so there is no current year fiscal impact. Future year LRC budgets will incorporate this rebate through line items for the remainder of the agreement terms.

RECOMMENDATION:
Staff believes that the applicant is meeting all requirements necessary to enter into a third-party review. Staff recommends that the LRC approve step one of the Direct Financial Assistance process and direct staff to move forward with a third-party review with a “not to exceed” amount for the review.

ATTACHMENT(S):
1. Grain Elevator Direct Financial Assistance Application
2. Grain Elevator Project Narrative

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View results

Respondent

1 Anonymous

128:36
Time to complete

Louisville Revitalization Commission

The LRC has established a Special Fund in which it deposits incremental property tax revenues generated from improvements in the URA. The LRC is authorized to use deposited tax revenues to provide assistance to projects that eliminate the blighting factors identifi ed when the URA was formed, and that otherwise meet the Plan's purpose. The fi nancial assistance is targeted to stimulate private investment within the URA to accomplish the Development and Design Objectives set forth in the Plan (pg. 19).

Property Tax Increment Rebate Assistance

In 2019, the Louisville City Council and LRC adopted a "Property Tax Increment Financing Rebate Assistance Policy," by which the LRC is authorized to make rebates of a percentage of property tax increment revenues generated by properties within the URA to the property owner in order to support projects that may provide exceptional and unique public benefits ("Direct Assistance").

It is the City's general intent to use urban renewal funds to support public infrastructure improvements needed to facilitate private investment and reinvestment in the URA. But in unique situations, and on a case-by-case basis, in the sole and absolute discretion of the LRC and the City, Direct Assistance may be used to fund certain private project components. To be awarded Direct Assistance, applicants must demonstrate that the proposed project would provide exceptional and unique public benefits, and would not be reasonably expected to be feasible without public financial or other economic support.

For a private property owner to be considered for Direct Assistance, a proposed project must:

- Support the overall goals of the City and the Plan;
- Promote an environment which allows for a range of uses and product types which can respond to market conditions over time;
- Further the goals and objectives of the Louisville Comprehensive Plan, Highway 42 Revitalization Area Urban Renewal Plan, Historic Preservation Plan, and other relevant policies; and
- Leverage the community's investment in public improvement projects in the Area.

In addition to eliminating and preventing blight (see page 7), proposed projects must address at least three or more of the objectives outlined in the Plan, including:

- Improve relationship between the URA and surrounding areas;
- Provide uses supportive of and complementary to planned improvements;
- Encourage a mix of uses and/or mixed-use projects;
- Promote a variety of products to address multiple income segments;
- Provide ease of vehicular and pedestrian circulation and improve connections;
- Encourage continued presence of businesses consistent with the Plan vision;
- Mitigate impacts from future transportation improvements;
- Encourage public-private partnerships to implement the Plan;
- Encourage shared parking among projects in the area; and
- Landscape streetscapes to unify uses and plan components.

Potential Financial Assistance

To be awarded Direct Assistance, the applicant must clearly demonstrate that the proposed project will provide the clear and present potential to generate substantial increases to the property tax revenues directly attributable to the project that could support the sharing of the incremental

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The LRC and the City may consider awarding a 50% property tax increment rebate for a period of up to five (5) years from the collection of the incremental property tax revenues directly attributable to the project. However, for projects that provide extraordinary community benefits or will generate substantial sales and other taxes for the City, the LRC and the City Council may consider awarding up to a 90% property tax increment rebate for a period of up to ten (10) years. No assistance will be granted to a project beyond the 2032 LRC budget year.

Evaluation Criteria

After a property owner submits an application for Direct Assistance, the application will be evaluated based on how the project ensures positive impacts to the community and how the project addresses the following criteria:

- The elimination or prevention of blight in the URA.
- The ability to stimulate growth and reinvestment in the URA.
- The magnitude of positive effect caused by the project.
- The need for public assistance to complete the project.
- The economic benefits to the community from the project.
- The effect of the project on surrounding property.
- The increase in property value created from the project.

For any proposed projects within Downtown Louisville, the Commission will also consider whether the project is consistent with the City's historic preservation goals and objectives.

In addition to the criteria listed above, the LRC will give special consideration to projects that will generate Sales Tax and other forms of tax revenue increases to the City. The Commission may also consider significant community benefits of a project, such as:

- Indoor and outdoor public spaces;
- Public art;
- Affordable housing;
- Transportation infrastructure improvements;
- Parking provided beyond the needs of the project; and
- Historic building restoration or improvements.

Transfers or Assignments

Once executed, Property Tax Increment Rebate Agreements are transferable or assignable only to following person or entities:

- A new entity wholly or significantly owned by the previous owners of the project.
- One or more business or tenant, or an entity owned and controlled by the business or tenant, occupying the building.
- An unrelated entity upon prior written consent of the City and the LRC, but only after the project receives a Certificate of Occupancy following construction completion.
- To an unrelated entity during construction of the project, but only upon the applicant's showing of good cause, and upon the prior written consent of the City and the LRC.

Process Requirements

Staff recommends a pre-application meeting to review project eligibility, program criteria, and the proposed project.

- Applicant submits completed Application for Direct Assistance to staff

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ment costs and a financing and operating plan.
  - All financial information shall be referred by the LRC to a qualified professional for a third-party review. The cost of the third-party review will be split between the LRC and applicant 50/50. If the project is ultimately constructed, the LRC will rebate the applicant's its 50% payment upon issuance of the Certificate of Occupancy.
- Staff will review the project, considering alignment with the Plan objectives, this policy, and applicable evaluation criteria.
- Application is presented at a regular meeting of the LRC.
- If a majority of the Commission is supportive of the project at a high level, the third-party financial review will be conducted. At a later meeting, this information will be considered by the LRC and they will indicate whether they support or oppose providing Direct Assistance for the project, subject to the applicant's entrance into a Property Tax Increment Rebate Agreement. Should the LRC support the project, the LRC will give guidance about the parameters of terms for such Agreement.
- Staff develops a Property Tax Increment Rebate Agreement for the LRC's consideration. This Agreement must then be approved by the City Council and then finally approved by the LRC prior to execution by the LRC and the applicant.
- Rebate payments are made only after the project has been completed, receives Certificate of Occupancy, and has achieved an increase in property taxes on the subject property. Rebates will be paid based on the increment generated on the subject property, usually over a period of years.

As each project is unique, the LRC may ask the applicant for additional information after an initial review. The Application is not an offer to contract and the submission of an Application confers no rights, duties, or entitlements to any party. The provision of assistance is at the sole discretion of the LRC, and the LRC reserves the right to reject or approve requests for assistance on a case-by-case basis. Meeting LRC objectives or policies does not assure any award of assistance and decisions concerning one project do not set any precedent with respect to any other project. The availability of funding on an annual basis will also be considered by the LRC in processing an application.

All development in the URA must conform to the City's Comprehensive Plan, zoning code, building codes, applicable design standards, and any site-specific zoning for the subject properties.

Application

Please complete all questions below to ensure staff has sufficient information to review and process your application. Applications will not be scheduled for consideration by the LRC until a completed application is received.

All information submitted to the LRC or the City of Louisville is subject to public disclosure, consistent with the requirements of the Colorado Open Records Act, the City of Louisville Charter, and related City policies and procedures.

1. Applicant Name *

Erik Hartronft, Manager, Louisville Mill Site LLC and Ross Bowdy, Managing Member, Louisville's Living Room LLC

2. Applicant Email *

erik@hapcdesign.com and ross@foxpropertymgmt.com

3. Applicant Phone Number *

303-673-9304

4. Is applicant the owner? If applicant is not owner, staff will request a letter of authorization to proceed with the application. *

- (●) Yes
- ( ) No

5. Project Name *

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6. Project Address *

540 and 520 County Road, Louisville, CO

7. Project Description *

Louisville Mill Site LLC & Louisville's Living Room LLC are proposing to redevelop Lot 2 and Outlot A of the Louisville Mill Site Subdivision.
This will include the historic grain elevator and the outlot/open space in front of the grain elevator. Louisville's Living Room LLC is proposing to create a unique food beverage venue in the grain elevator that will showcase this historic structure and add vitality to the southern end of Downtown Louisville. The existing grain elevator will be extensively restored and renovated to be usable as a commercial venture. The 'Grain Yard' will will highlight the open space in front of the grain elevator and will become a vibrant, active part of the concept as an informal gathering space for the community and a new outdoor area for events. The redevelopment will focus on 520 and 540 County Road, and will affect 500 and 544 County Road only as necessary for utilities, drainage and access.

8. Anticipated Project Start *

2/1/2025

9. Anticipated Project Completion *

7/4/2026

10. If this proposed project requires any zoning approvals (PUD amendment,variance, Special Review Use, etc.) please describe the status of the zoningapplication. If no zoning process is required, please answer "Not applicable". *

The Project will require an amendment to the original PUD and SRU approved in 2015. The previous approvals are the basis for the approval we are seeking for the PUD/SRU Amendment, which include only minor changes to the original PUD/SRU. The property is a designated landmark and has previously received approval for a Landmark Alteration Certificate which will be amended for minor changes. We have a Pre-Application meeting with city staff scheduled and have started all of these processes.

11. Please describe the Project Benefit to the Hwy 42 Urban Renewal Area as well as adjacent properties and neighborhood. *

We are planning a very substantial investment of time and money into this historic property, which has been dormant for almost a half of a century, and at one point faced demolition. This project includes a full restoration of the historic facade with a reconstruction of the historic porte cochere wagon entry, and an entire rehabilitation of the interior of the structure to support the new business at this location. A sensitive addition on the back for additional seating area and functional space for the business is also planned. The open space in front of the Grain Elevator will be an active gathering space for the community. All of this will increase property values in this area of Louisville, create a vibrant southern anchor for Downtown Louisville, and promote other investment in Downtown. By renovating this structure to accommodate a new business, we will be providing an economic engine which will enable the preservation and utilization of this iconic symbol of Louisville's heritage for the long term.

12. Estimated Total Project Cost *

$3.5 - $4.0 million (not including land cost)

13. Amount of Public Infrastructure Assistance Funding Requested *

The project is very costly compared to the amount of income that is possible using comparable (higher end) lease rates for downtown Louisville. We understand that the LRC Direct Assistance maximum amount would be in the form of TIF reimbursement of 90% of the increased property taxes over 10 years (subject to application of sunset requirements of the URA). We will be requesting the maximum amount available due to the extraordinary nature of this project.

14. Outline of Public Infrastructure Improvements, with costs, to match assistance funding requested. Outline should break-out the improvements, any professional services or fees, and contingency. *

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15. Please describe the risks associated with this project. *

- Unknowns related to the construction and rehabilitation of this unique 120 year-old structure.
- Changing labor and material costs due to political shifts and potential inflation.
- Unknown future changes to interest rates and bank requirements.
- Unknown future changes to insurance market
- Potential lack of adequate public funding (LRC and HPC).

16. Please describe the applicant's experience with similar projects. *

Erik Hartronft has been practicing architecture and developing real estate projects for over 45 years. One of his areas of expertise has been with the renovation, preservation and rehabilitation of dozens of historic buildings. Examples of his historic preservation experience includes the renovation of Macky Auditorium, Old Main and Hale Sciences building at the University of Colorado, the Mayan Theater in Denver, reconstruction of Hoch Auditorium at the University of Kansas, and many more. He was an owner and architect/developer of the State Mercantile Building in downtown Louisville and has assisted many clients with development projects in Louisville, including dealing with the HPC and LRC as architect/planner and advisor. Erik has been a Louisville resident for over 40 years and has maintained his businesses in Louisville for 28 years. He began investigating the feasibility of rehabilitation of the grain elevator with city officials in 2010. He partnered with Randy Caranci to purchase the property in 2013 and accomplish the initial structural stabilization phase of the renovation, and remains a managing partner in the property with new partners, Louisville's Living Room LLC.

The tenants that we are working with to occupy the new space have a rich history of running successful businesses. There are several owners in this large group, but they were all born and raised in Boulder County. Their experience spans many different industries including special events, service, retail, restaurants, and food manufacturing. Locally, they have run the Wintercraft Beerfest at CU Boulder, Old Friends on Front Street, The Oyster Catcher, Little Red Hen Bakery, and Goldies and the Roost in Washington. They have a love for community and creating spaces and events that bring people together to enjoy great people, food, drinks, and atmosphere. The concept that they have for the old grain elevator brings all of their collective expertise to bear. It is rare to have this kind of group come together to create something in their own backyard. They were not looking for a location to start this new venture, rather they saw this location and envisioned what could be done there. With the help of the City of Louisville and all of the amazing residents, this building and the yard in front of it will be a wonderful community gathering place.

17. Submit project financials, including a 10-year proforma for the project, a Sources& Uses Budget for the entire project, and assumptions for Retail Sales and Property Assessed Valuation of the project (for residential and commercial uses)by year. Please note: This form of financial assistance requires a third-party financial review. The cost of the third-party review will be shared between the LRC and the applicant (each pay 50%). If the project is ultimately constructed, when the Certificate of Occupancy is issued, the LRC will rebate the applicant's portion of the cost. Please send any attachments to EconomicVitality@Louisvilleco.gov. *

TBD

18. Submit a detailed project narrative and supporting visuals, such as concept plans, building design/elevations, etc. This information will form the substance of a presentation to the Commission to convey the nature and benefit of the project. Please send any attachments to EconomicVitality@Louisvilleco.gov. *

Please see attached

Blight Conditions Report

Please provide a short description of how the project addresses the following blight conditions identified in the Hwy 42 URA. Not all conditions are present on all properties; applicants should focus on describing the conditions related to the proposed Public Infrastructure Improvements for their

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Urban Renewal Plan, see "Qualifying Conditions" section, pg. 12 of report.
https://www.louisvilleco.gov/home/showpublisheddocument/2901/637304169831030000

Conditions Survey:
https://www.louisvilleco.gov/home/showpublisheddocument/7730/637304148574700000

19. A) Slum, deteriorated, or deteriorating structures *

The current property is not occupied and is not habitable in its current condition. We have accomplished an initial phase of mitigation and structural stabilization, but the structure is still prone to vandalism, animal infestation, and ongoing deterioration from the elements. Without a source of income for maintaining the structure, it will be difficult to prevent ongoing deterioration. A tenant utilizing this structure will provide increased tax base and a revenue source for building maintenance.

20. B) Predominance of defective or inadequate street layout *

N/A

21. C) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness *

N/A

22. D) Unsanitary or unsafe conditions *

This vacant building is an attractive nuisance for vandalism, and also attracts animal intrusions.

23. E) Deterioration of site or other improvements *

Without a tenant providing a source of revenue, the site and building cannot be maintained in good condition.

24. F) Unusual topography or inadequate public improvements or utilities *

The current electrical service is inadequate and antiquated, and there is no water or sewer service.

25. G) Defective or unusual conditions of title rendering the title nonmarketable *

N/A

26. H) Existence of conditions that endanger life or property by fire and other causes *

This commercial building which is constructed entirely of wood has no fire sprinkler system and has an outdated electrical system.

27. I) Buildings that are unsafe or unhealthy for persons to live or work *

The building is currently uninhabitable due to reasons indicated herein.

28. J) Environmental contamination of buildings or property *

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29. K.5) Existence of health, safety, or welfare factors requiring high levels of services *

(Factors referenced elsewhere herein.)

30. By entering your name below, you attest that all of the information contained above is correct and represents the intent to fund public infrastructure investments in the Hwy 42 Urban Renewal Area. *

J. Erik Hartonft

31. Date of application submission *

2/24/2025

HARTRONFT ASSOCIATES P.C.
Planning ▪ Architecture ▪ Interiors
950 Spruce Street #2C, Louisville, CO 80027
p 303.673.9304 f 303.673.9319

LOUISVILLE MILL SITE REDEVELOPMENT
HISTORIC GRAIN ELEVATOR REHABILITATION – THE GRAIN YARD

Louisville Mill Site LLC & Louisville's Living Room LLC
Submitted 02/24/25 with Amendment 02/25/25

LRC ASSISTANCE PROPOSAL - PROJECT NARRATIVE

The redevelopment of Louisville's historic Grain Elevator is intended to transform this iconic 120 year-old utilitarian agrarian structure into a vibrant venue that will become a community gathering place, contributing to Downtown Louisville's vitality. Please see the attached letter from the owners The Grain Yard LLC, who will be the tenants of the building. Please note that the managing partners of the Grain Yard LLC are also partners in the ownership of the property as part of Louisville Mill Site LLC/Louisville's Living Room LLC.

The design for the Grain Yard redevelopment retains all of the original features of this historic landmark and provides for reconstructing the original porte cochere, wagon ramp and wagon scales, which were an integral part of the original building design and function. We have proposed a small addition on the back of the building which will emulate a boxcar, in the location of the railroad siding that used to run behind the building. The proposed design is consistent with the original PUD and SRU that was approved in 2015. We will be amending that PUD to allow for some minor changes. The building will be fully renovated inside to accommodate this new use, while preserving the historic fabric of the wooden structure, (even preserving evidence of the major fire that occurred in the past). The building will be ADA accessible, and energy upgrades will be provided as well as structural upgrades and new mechanical and electrical systems. New electrical service will be provided as well as new water and sewer services.

The site will be improved with landscaping, fencing and lighting for the open space in front of the grain elevator, which will be an area for community gathering, events and relaxing at this historic site, with spaces for food trucks. We envision interpretive historic signage and displays documenting the agrarian history of Louisville's early years. We would like to work with the City of Louisville and the Museum to bring this history to life on this site. We would also like to move a small private granary from the Warembourg farm to the Grain Yard as a demonstration of how farmers stored grain on their private land versus the commercial grain elevator. We will utilize that small structure as a tap house for the Grain Yard in good weather.

We truly envision this project as a significant community benefit from an experiential and educational perspective. Again, the ability to have this type of a tenant utilize the building is perfect to sustain the history of this site, and Louisville's history into the future. It will activate the site and give people access inside this amazing wooden cathedral for grain. The revenue from the commercial use of the building will provide the ability to properly maintain the property, which is not possible without a revenue stream.

As we will demonstrate with our detailed 10-year proforma, the renovation and adaptive reuse of this unique historic structure will not be possible without significant public assistance. Such assistance will not simply be an investment in a private venture, but an investment in preserving and maintaining one of the most significant (if not the most significant) remaining structures from Louisville's early history. We look forward to accomplishing this together.

As a clarification to the information in the on-line application, please note that on 2/1/25 the partners began working on this project to formulate the elements of the design, create working budgets, etc. and that is what we referred to as the "Project Start" in the application. Please note that at this time, no soft costs or construction costs have been incurred that would be included in a grant application to the LRC.

We anticipate that construction will begin after final City Council approval of the PUD/SRU and any LRC and HPC funding is approved. We are hoping to get the approvals around September/October 2025, with building permit issuance subsequent to that. We would like to have the construction complete by mid-summer 2026, if not earlier.

Please see the attached supplemental graphic information regarding the proposed project. At this time we have not completed presentation renderings and other graphics for the full Grain Yard concept. Please note that the exterior of the rehabilitated Grain Elevator structure will appear as it did in the early 1900's, as much as possible. Obviously, there will be significant historically sensitive improvements and modifications on the interior for the proposed adaptive reuse. Those improvements will be described in more detail with our final submittal, assuming the LRC approves this grant request to move forward to the 3rd party review.

The project team has not had the opportunity to complete design drawings and specifications for accurate estimating at this time. We have created budgets for the building and site improvements that we are refining as the design is developed. As such, we do not have detailed cost information to apply to the various LRC programs, (Façade Improvement Program, Property Improvement Program, and Infrastructure Grant Program). Please note that we do intend to apply for the maximum amounts available to this project to attempt to make this project feasible due to the extraordinary nature of this building and renovation, the public benefit, and the contribution that this revitalization and this business will have to Louisville's economy. We are also intending to seek Historic Preservation Grant funding for this project, amounts to be determined. We will be working with staff to determine eligibility of the project components for all of the grant opportunities, as well as the HPF loan program.

Of the $3.5-$4.0 million overall project budget, we are anticipating that approximately $1.2 million will be needed for site infrastructure, utilities, drainage, drive lanes, parking, etc. The façade work including the new porte cochere, structural reinforcing as required, siding repair, insulation, weatherization and painting is estimated to be approximately $1.0 million. The remaining budget is allocated for the east addition, new building infrastructure including new fire sprinklers and alarms, electrical, lighting, plumbing, and HVAC systems, as well as stairs, restrooms, interior finishes, internal structural reinforcing for assembly loads, reconstruction of historic elements, and site work and landscaping for the open space.

City of Louisville,

The ownership group of The Grain Yard, LLC is excited to begin the process of working with the City to bring the grain elevator back to the community.

We are proud to be the catalyst for the Restoration, Rehabilitation, and continued Preservation of the most historic commercial building in Louisville. It is our intention to work alongside the building owner to utilize the inherent strengths of the building and honor the history of the space.

Our concept as tenants of the building is to create a community gathering space. We will be open all day, every day as a place for people to gather, talk, and learn. Beyond the casual hangout moments, we plan to host pop up events, yoga classes, business meetings, private parties and public events, like museum tours. We will utilize lots of the cool spaces inside the building and also the yard between the building and the street.

We plan to sell all sorts of beverages from coffee and tea to kombucha and mocktails to beer and cocktails. We do not plan on having a kitchen, but rather we will partner with local restaurants like Azul Fuego and Lucky Pie during their slow hours and bring in food trucks during busy times. We will need to apply for a liquor license that includes the building and the outlot. The outlot will be fenced in to create a boundary for the license, but will be minimal in design to honor the conservation easement that requires the building not be obstructed.

We will also be coming to the City for a Special Review Use for outdoor dining and live music. The live music will be limited in frequency and size, with the sound directed to the North East, away from the residential neighbors.

Finally, we intend on submitting an application for a Business Assistance Package with the City prior to signing any lease agreement with the building owners. We hope for some use tax rebates for the tenant improvements that are quite complicated in this old building and a sales tax rebate for our first few years to help us get off to a profitable beginning.

We can't wait to work with a great team of building owners, architects, builders, City staff, boards and commissions, neighbors, and all residents to bring this idea to life and return the grain elevator to the community.

Sincerely,

Ownership Group of the The Grain Yard

To Whom It May Concern,

At this time, no construction at **540 County Rd, Louisville, CO 80027** has commenced at the site. However, we are actively preparing for the project and anticipate work to begin on **October 1, 2025**.

Please don't hesitate to reach out if you have any questions or need further information. We appreciate your support and look forward to working with you as the project progresses.

Ross Bowdey 02/25/2025

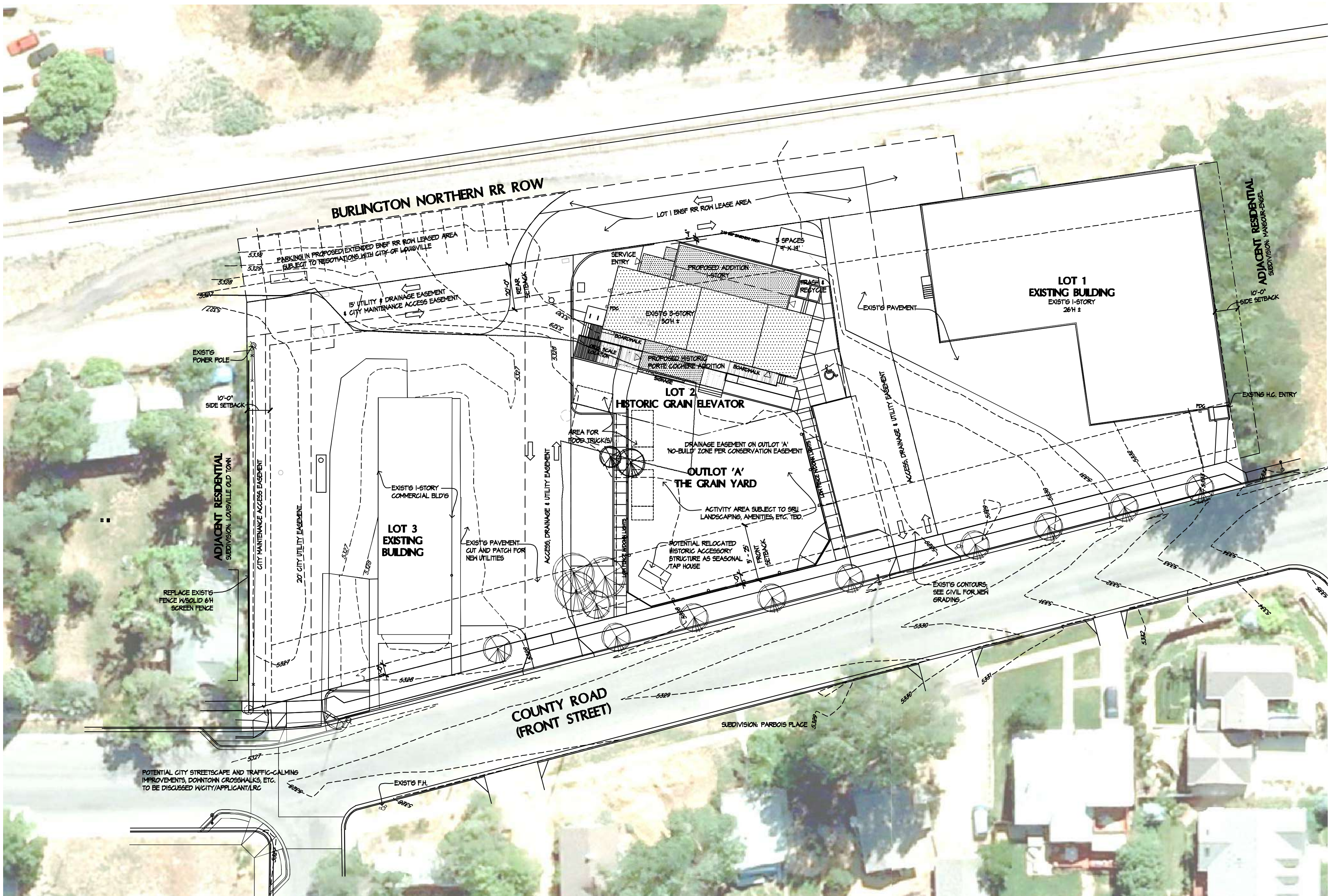
Ross Bowdey, Managing Member LLR,LLC

J. Erik Hartronft 02/25/25

Erik Hartronft, Managing Member LMS, LLC

Louisville Mill Site Redevelopment & Historic Grain Elevator Restoration

The Grain Yard



1 / A2 ARCHITECTURAL SITE PLAN
1" = 20'

0 1 5 10 25 50 100 FEET

NORTH

DRAFT FOR PRE-APP ONLY

NOTE - THIS CONCEPTUAL PLAN IS SUBJECT TO CHANGE

HARTRONFT ASSOCIATES
A Professional Corporation
Planning
Architecture
Interior Design
950 Spruce Street, #2C
Louisville, CO 80027
TEL: 303.673.9304
FAX: 303.673.9319

LOUISVILLE MILL SITE REDEVELOPMENT & HISTORIC GRAIN ELEVATOR
520 & 540 COUNTY ROAD, LOUISVILLE, CO
Louisville Mill Site LLC – Louisville's Living Room LLC

FINAL PUD AMENDMENT

PROJECT # 1252.50
DATE: 02/21/25
DRAWN BY: HAPC
CHECKED BY: JEH
REVISIONS:

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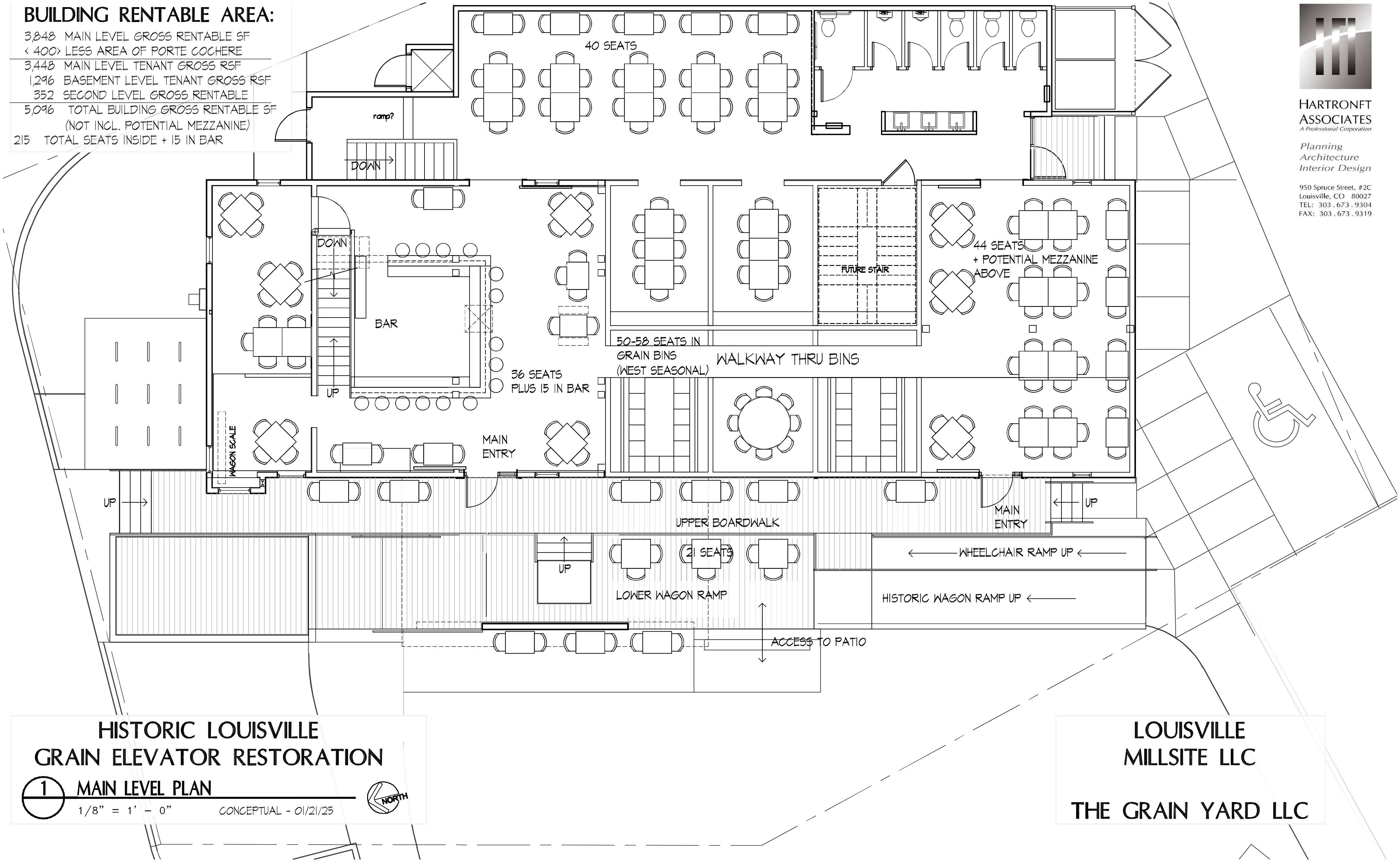
All drawn and written information duplicated disclosed or otherwise appearing herein shall not be used without written consent of Hartronft Associates, p.c.

SITE PLAN

Sheet
A2
of 9 Sheets

BUILDING RENTABLE AREA:

3,848	MAIN LEVEL GROSS RENTABLE SF
‹ 400›	LESS AREA OF PORTE COCHERE
3,448	MAIN LEVEL TENANT GROSS RSF
1,296	BASEMENT LEVEL TENANT GROSS RSF
352	SECOND LEVEL GROSS RENTABLE
5,096	TOTAL BUILDING GROSS RENTABLE SF (NOT INCL. POTENTIAL MEZZANINE)
215	TOTAL SEATS INSIDE + 15 IN BAR



HISTORIC LOUISVILLE GRAIN ELEVATOR RESTORATION

1 MAIN LEVEL PLAN

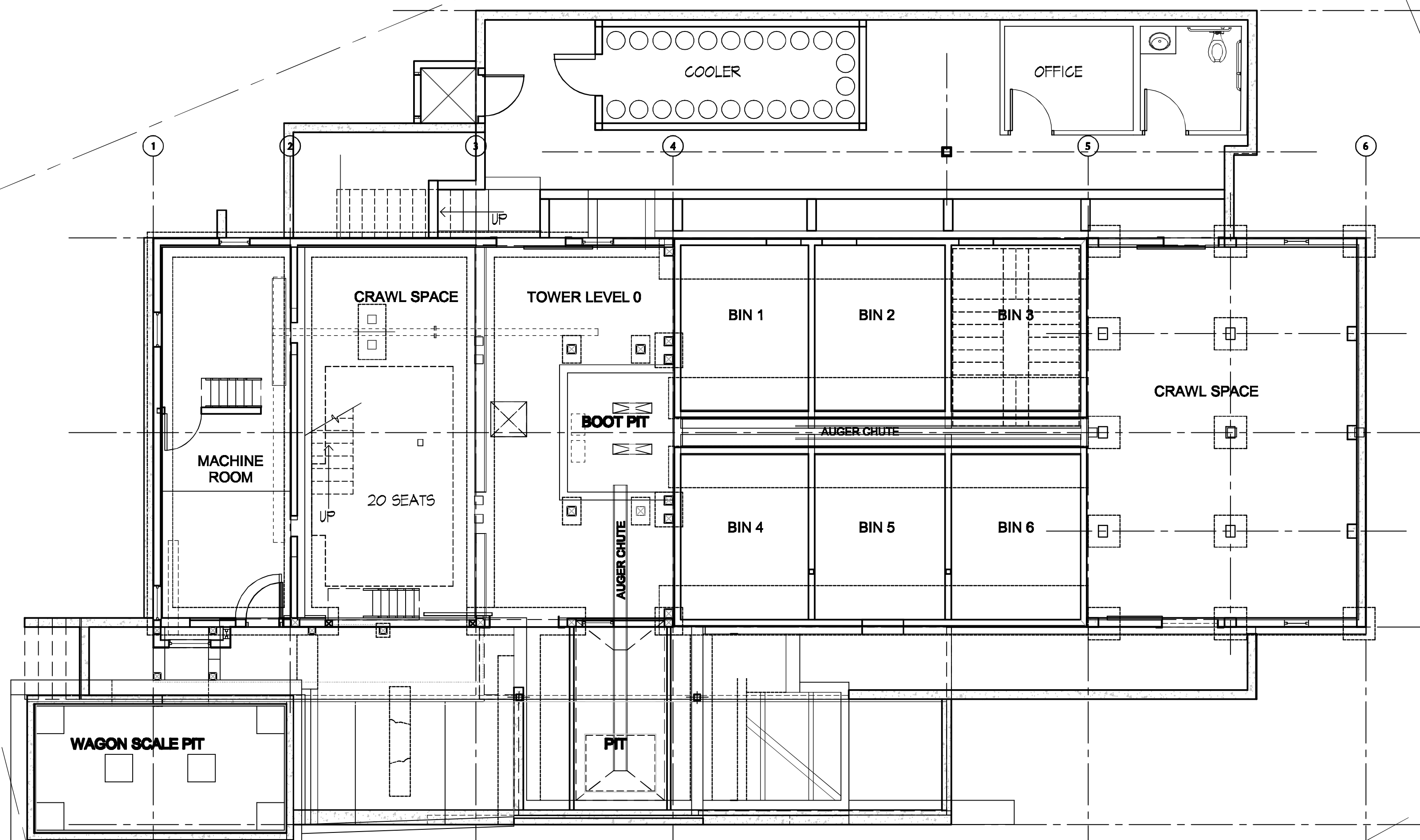
1/8" = 1' – 0" CONCEPTUAL - 01/21/25

NORTH

LOUISVILLE MILLSITE LLC

THE GRAIN YARD LLC

HARTRONFT ASSOCIATES
A Professional Corporation
Planning
Architecture
Interior Design
950 Spruce Street, #2C
Louisville, CO 80027
TEL: 303 . 673 . 9304
FAX: 303 . 673 . 9319



HARTRONFT
ASSOCIATES
A Professional Corporation
Planning
Architecture
Interior Design
950 Spruce Street, #2C
Louisville, CO 80027
TEL: 303.673.9304
FAX: 303.673.9319

HISTORIC LOUISVILLE
GRAIN ELEVATOR RESTORATION

2 BSMT LEVEL PLAN

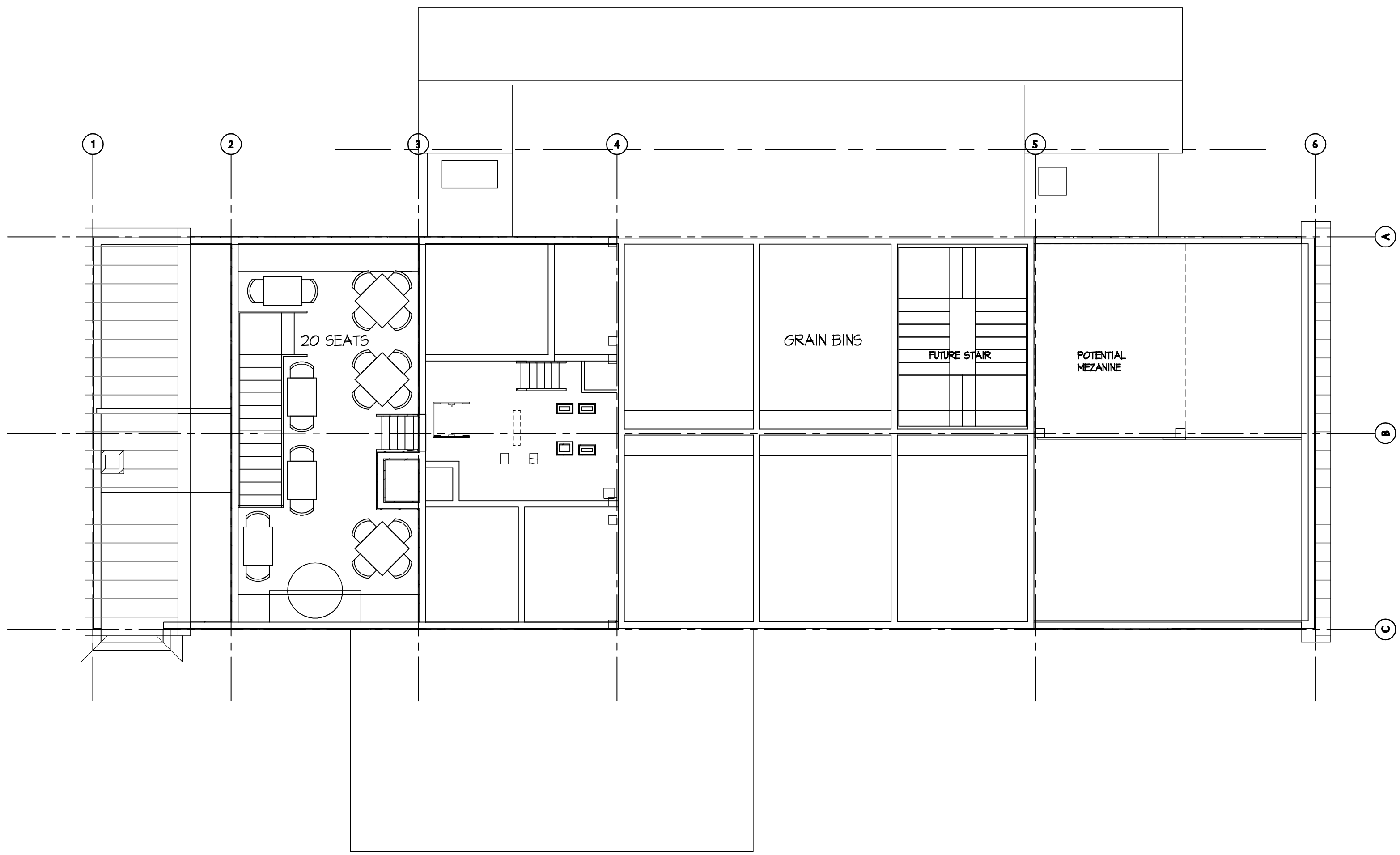
1/8" = 1' – 0"   CONCEPTUAL - 01/21/25

NORTH

LOUISVILLE
MILLSITE LLC

THE GRAIN YARD LLC

352 SECOND LEVEL TENANT GROSS RENTABLE



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ASSOCIATES
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Planning
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Interior Design
950 Spruce Street, #2C
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FAX: 303 . 673 . 9319

HISTORIC LOUISVILLE
GRAIN ELEVATOR RESTORATION

3 SECOND LEVEL PLAN
1/8" = 1' – 0" CONCEPTUAL - 01/21/25

LOUISVILLE
MILLSITE LLC

THE GRAIN YARD LLC

RESTORATION & REHABILITATION WORK

COMPLETE THE RESTORATION OF HISTORIC ELEMENTS FOR PUBLIC ACCESS AND INTERPRETATION OF ORIGINAL BUILDING

REPLACE MISSING WINDOWS
REHABILITATE EXISTING DOORS

RECONSTRUCT ORIGINAL BOARDWALK & WAGON RAMP

RE-INSTALL ORIGINAL SCALES

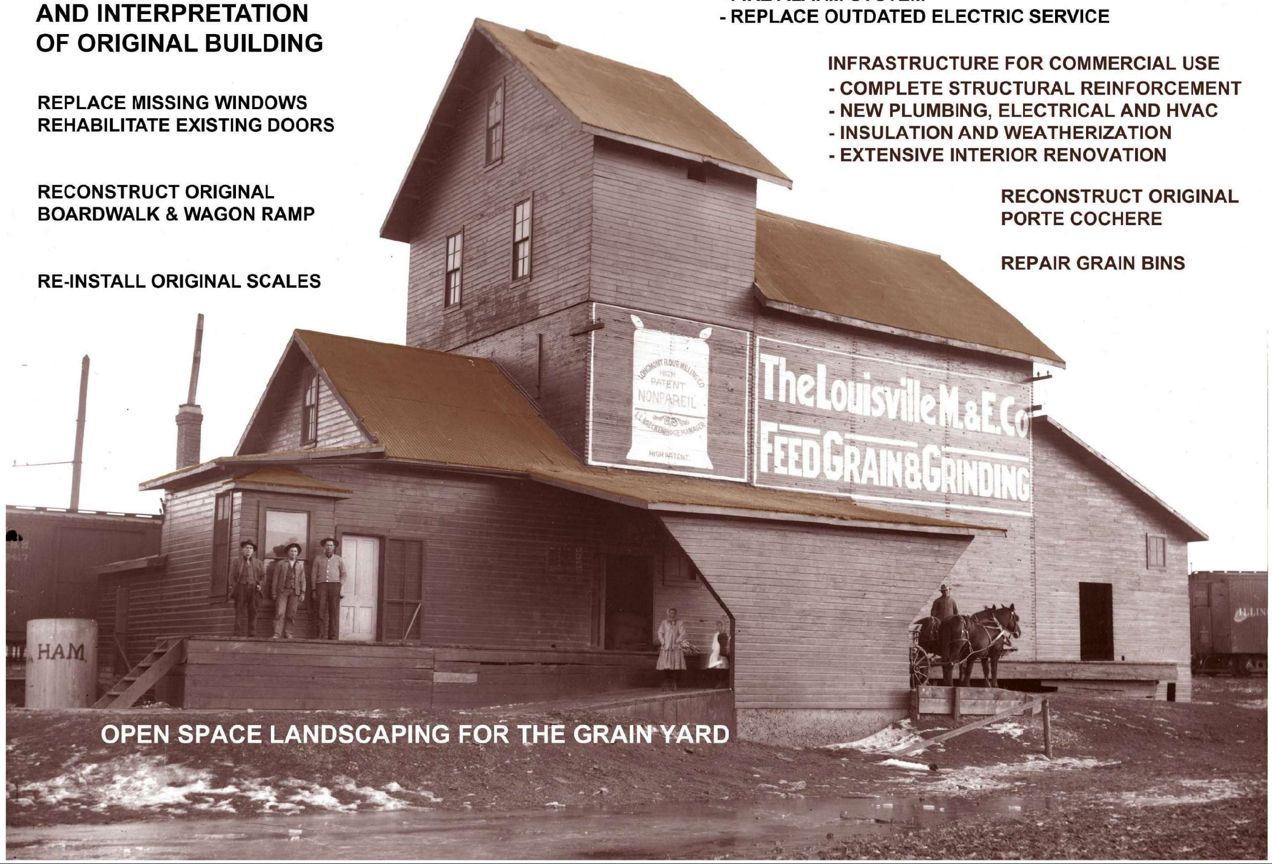
PROTECT THE STRUCTURE

- FIRE SPRINKLER SYSTEM
- FIRE ALARM SYSTEM
- REPLACE OUTDATED ELECTRIC SERVICE

INFRASTRUCTURE FOR COMMERCIAL USE
- COMPLETE STRUCTURAL REINFORCEMENT
- NEW PLUMBING, ELECTRICAL AND HVAC
- INSULATION AND WEATHERIZATION
- EXTENSIVE INTERIOR RENOVATION

RECONSTRUCT ORIGINAL PORTE COCHERE

REPAIR GRAIN BINS

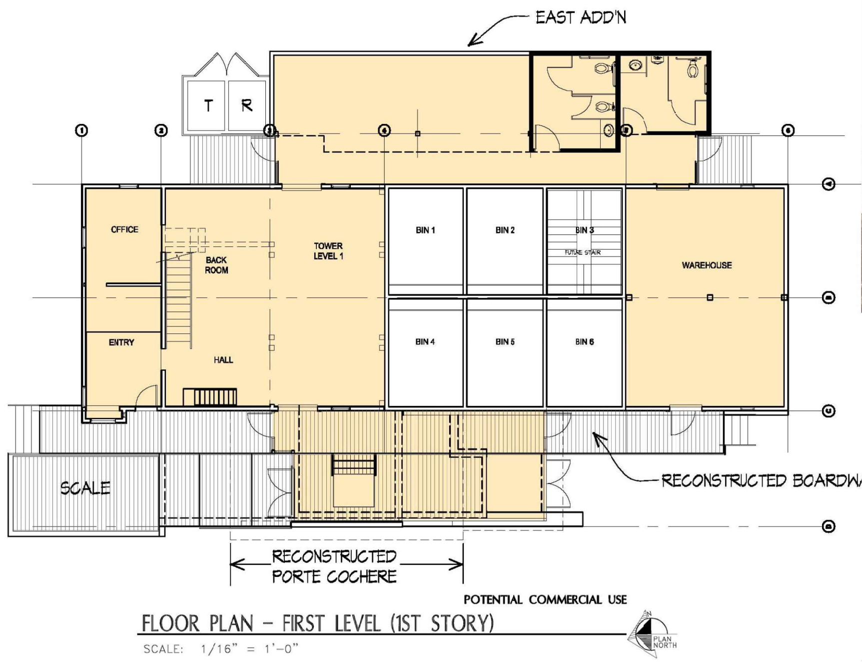


PROPOSED ARCHITECTURAL CONCEPT

REHABILITATION OF HISTORIC GRAIN ELEVATOR

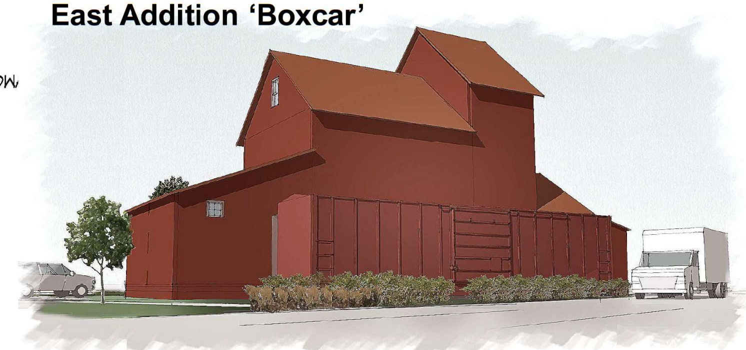
FOR COMMERCIAL USE

LANDMARK ALTERATION APPROVED



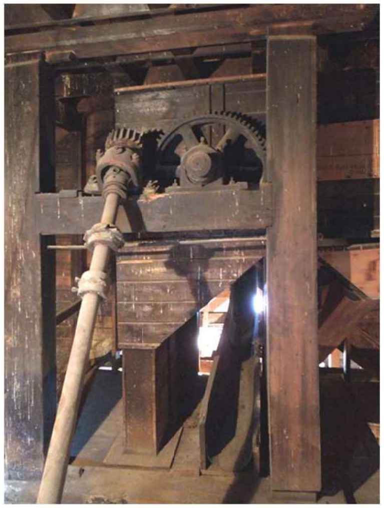
West Addition – Porte Cochere Reconstruction

East Addition 'Boxcar'

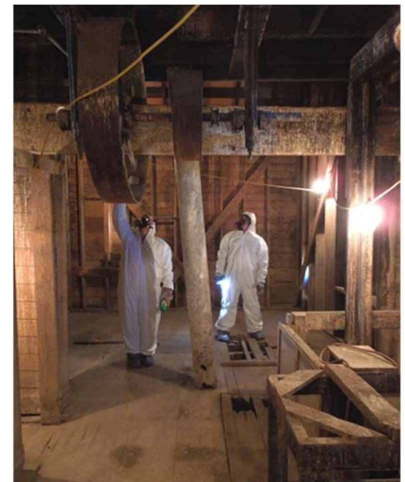


FUNCTIONAL UPGRADES, UTILITIES, ETC. FOR ADAPTIVE REUSE

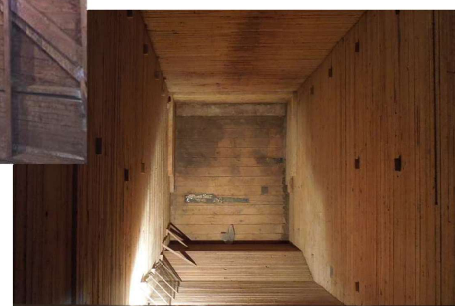
PROPOSED ARCHITECTURAL CONCEPT

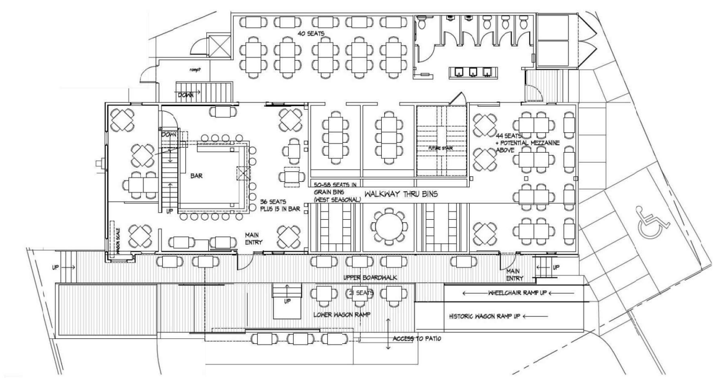


REHABILITATION OF HISTORIC GRAIN ELEVATOR



INTERPRETIVE HISTORIC SITE





COMMERCIAL USE OF MILL

LOUISVILLE REVITALIZATION COMMISSION COMMUNICATION ITEM

SUBJECT: COMPREHENSIVE PLAN DISCUSSION

DATE: MARCH 5, 2025

PRESENTED BY: JEFF HIRT, AICP, PLANNING MANAGER
ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

PURPOSE

The purpose of this agenda item is to update the LRC on the status of the Comprehensive Plan ("Plan") and request targeted feedback on the Plan's goals and strategies to inform the Plan's drafting.

BACKGROUND

The City is updating its Comprehensive Plan that will be adopted by City Council and required by state law. The Louisville Municipal Code (LMC) Section 17.64.050 also requires a Plan update at least every ten years. The last Plan update was in 2013. The Plan update is an opportunity for the community to refresh the City's overall vision, values, and policies on a range of topics including but not limited to land use, development, and infrastructure. The time horizon the Louisville Comprehensive Plan will address is about 20 years. The Plan is not the City's official zoning map and is not regulatory, but it does articulate official City policy that guides a range of decisions.

The Community Development Department is managing the Plan update in close coordination with City Council, Planning Commission and numerous other City boards, commissions, and departments with a consultant team led by Design Workshop with subconsultants Fehr and Peers (transportation), Economic and Planning Systems (economics analysis), and Spirit Environmental (sustainability, resilience, etc.).

The project is approaching its final stages with a target adoption date of late Summer 2025. To date, several thousand residents have provided input on the Plan. This input guided development of the Plan's Vision Statement and Core Values and is guiding the Plan's drafting. Link 4 is a summary of the Plan's most recent community engagement.

City Council has also recently provided direction on the Plan's future land use framework that will identify areas where there is a desired change (or not) in land use and development to implement City policies, including but not limited to the Louisville Housing Plan and economic vitality goals. Attachment 2 provides a more detailed summary of this direction.

The Community Development Department is seeking input from several boards and commissions in March as the project team is starting to draft the Plan. Specifically, the primary purpose of these discussions is to address the goals and strategies of the Plan that are aligned with the board or commission's role.

LRC Discussion – March 30, 2024
The project team asked for LRC input on the top issues the Plan should address when the project kicked off in early 2024. The LRC had the following general comments:

- Ensure the Downtown Vision Plan is closely integrated with the Comprehensive Plan.
- The Plan should create a foundation for simplifying the development code and streamlining some development review processes for desirable development. Desirable development could include redevelopment in target areas and business expansion whereas currently the City's processes can often be overly unpredictable, onerous, and time consuming.
- The Plan's future land use policies should evaluate areas for mixed use with the addition of residential where currently only commercial is allowed. This could promote economic vitality in commercial areas like the McCaslin corridor and Downtown Louisville.

LRC Related Goals and Strategies
Attachment 1 includes a summary table of the potential goals and related strategies that may be in the Comprehensive Plan related to the LRC's role. Specifically, those goals or strategies related to commercial areas and the business community. These goals and strategies will be part of a broader Plan framework of goals and strategies that will be organized around the Vision Statement and Core Values.

The purpose of these goals and strategies is to articulate City policy on specific topics. The Plan is a policy document and not regulatory, but these statements will guide City decision making on a range of topics like budgeting, programming, capital projects, and land use decisions.

SCHEDULE AND NEXT STEPS
The project team is seeking input from several City boards and commissions in March to inform the Plan's drafting, followed by continued discussions with Planning Commission and City Council. Following this input the project team is working towards a June public review draft period. At that time there will be extensive community notification of the draft availability and opportunities for input. The target adoption of the Plan by City Council is late Summer 2025.

The City Council has also allocated funds for a comprehensive Development Code update that is planned to start immediately after the Comprehensive Plan adoption.

REQUESTED LRC FEEDBACK

City staff are requesting feedback from the LRC on the relevant draft, preliminary goals and strategies in Attachment 1. Specifically:

- What are the most important things to capture in describing the goal or strategy in the Comprehensive Plan?
- What goals and strategies within LRC's role are missing from the list below that should be included in the Comprehensive Plan?

ATTACHMENTS/LINKS:

1. Goals and Strategies Worksheet for LRC Input
2. Comprehensive Plan Future Land Use Framework Draft Summary
3. Comprehensive Plan Vision Statement and Core Values
4. December 2025 Community Engagement Summary
5. Project Website
6. 2013 Comprehensive Plan

Attachment 1: Comprehensive Plan Goals and Strategies (for LRC)

The purpose of this document is to seek input from the LRC on the Comprehensive Plan's potential goals and strategies. The table below includes select potential goals and strategies related to LRC's role. These will evolve and be part of a broader articulation of City goals and strategies on a range of topics in the Plan.

Please review the content in the table below and be ready to discuss while considering the following questions:

- What.are.the.most.important.things.to.capture.in.describing.the.goal.or.strategy.in.the. Comprehensive.Plan?.
- What.goals.and.strategies.within.LRC's.role.are.missing.from.the.list.below.that.should.be. included.in.the.Comprehensive.Plan?.

DRAFT

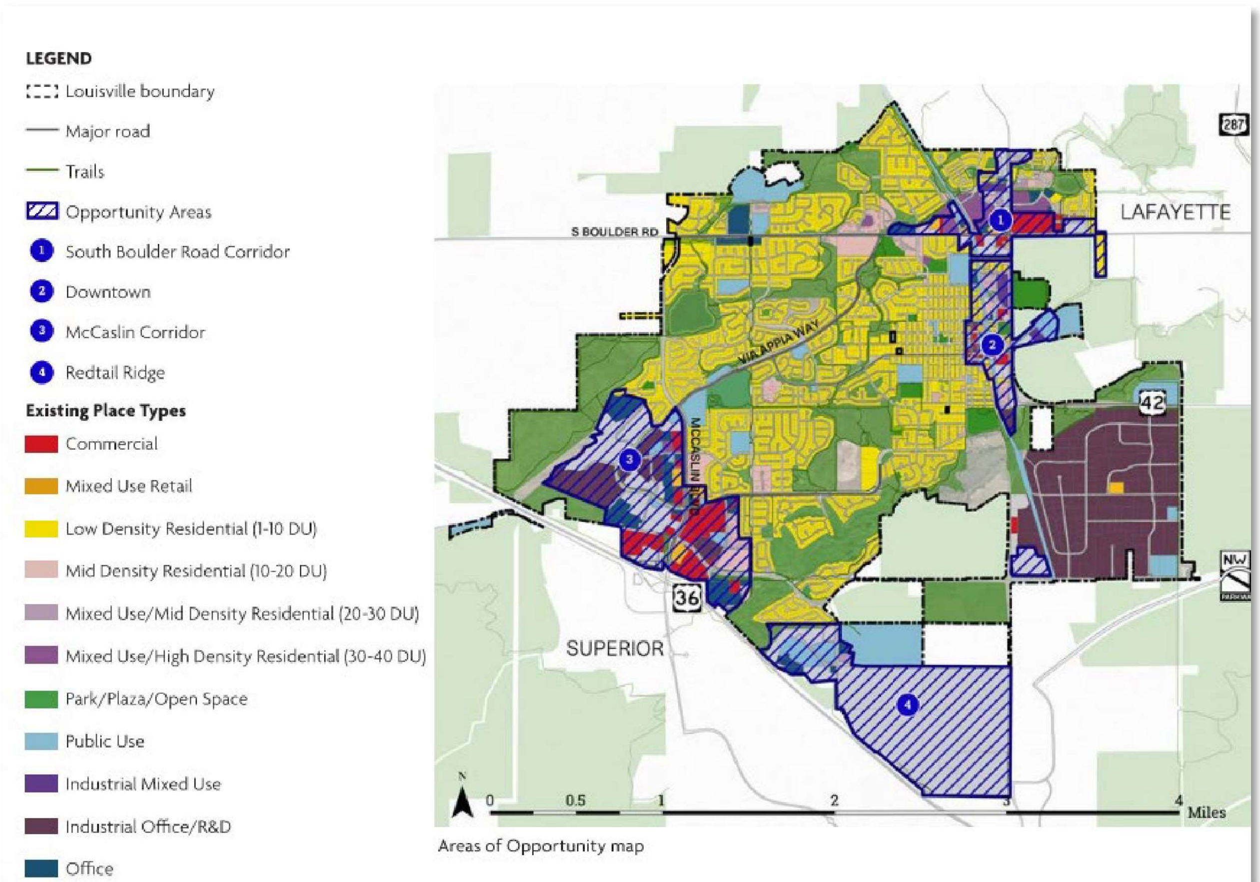
Summary of Select Potential LRC Related Goals and Strategies in the Comprehensive Plan		
Draft GOAL	**Draft STRATEGY to Implement Goal**	**LRC Comments**
1. **Vibrant Downtown** Promote a dynamic Downtown Louisville, including the attraction and retention of a mix of businesses and land uses, pedestrian-friendly streets, an active street life, events, public spaces, and catalysts for redevelopment.	• Maintain and enhance ground floor activation through design and land use (e.g., ground floor retail). • Allow residential "by right" in some areas (e.g., above ground floor commercial) to implement City housing policies and support economic vibrancy. • Support a robust program of community events year round. • Integrate land use, development, and transportation recommendations with the Downtown Vision Plan. • Evaluate improvements to Downtown Framework Plan.	TBD

Summary of Select Potential LRC Related Goals and Strategies in the Comprehensive Plan		
Draft GOAL	**Draft STRATEGY to Implement Goal**	**LRC Comments**
2. Vibrant Commercial Areas Outside Downtown Promote thriving commercial areas outside of Downtown Louisville including but not limited to the McCaslin corridor and South Boulder Road.	• Maintain the McCaslin Blvd and South Boulder Road frontages as primarily retail corridors within Comprehensive Plan defined opportunity areas. • Allow mixed use with some residential near McCaslin Blvd and South Boulder Road in areas currently zoned exclusively for commercial uses and other areas to implement City housing policies and support economic vibrancy. • Enhance transportation connections from nearby residential areas to commercial areas and within the commercial areas.	TBD
3. Supportive Business Environment Support the growth and sustainability of new and emerging businesses in commercial areas.	• Update Development Code to streamline procedures where possible addressing new commercial projects and expansions of existing businesses. • Support local business retention and expansion.	TBD
4. Transportation and Mobility Improvements Support all modes of transportation for a network that provides multiple options with a focus on increased trails and sidewalk connections, safe crossings, and bus access.	• Provide enhanced transportation connections for all modes from residential areas to activity areas within Downtown Louisville, the McCaslin corridor, South Boulder Road, and Redtail Ridge. • Increase connectivity and comfort of on-street bike facilities, bike paths, and sidewalks. • Increase regional transit connections.	TBD

DRAFT

Attachment 2: Louisville Comprehensive Plan Draft Future Land Use Framework

The Comprehensive Plan will include a future land use framework that acts as City policy for land use decisions. This will include a citywide map of desired future land uses and accompanying descriptions of different place types (e.g., low density residential, commercial, parks, etc.). The Plan will address the entire city, but with more granular recommendations for areas more likely to change ("Opportunity Areas"). The map below is the current draft that shows such areas of change. In early 2025, Planning Commission and City Council provided direction to address future land uses within each of the four areas of change as summarized in the table below. These groups also provided direction that the Plan should provide policies supporting some limited, context sensitive redevelopment in the places outside of the areas of change.



Areas of Opportunity map

Comprehensive Plan Draft Future Land Use Framework – March 2025	
Opportunity Area	**Framework**
1. South Boulder Road	• Mid-density residential uses in some locations near South Boulder Road and Highway 42, opportunity to consider 3-stories. • Mixed use residential and commercial along some parts of South Boulder Road; consider allowing residential by-right in mixed use districts.
2. Downtown Louisville	• Maintain ground floor retail and other street level active uses in commercial area. • Propose mid-density residential in some locations, including above ground floor retail. • Consider 3-stories in some locations, including near future transit. • Support enhancements to community gathering places. • Address as a special character area with supplemental policies addressing design, scale, and land use.
3. McCaslin Corridor	• Mid-density residential uses along Centennial Blvd, changing current zoning from office, and designed in a manner that promotes a neighborhood feel. • Maintain commercial (retail) as primary use along McCaslin Blvd. • High-density residential/mixed use near US 36; consider 4 stories, possibly up to 5 stories at locations along US 36. • Incorporate parks, green space, or trail connections to promote transportation and open space connectivity.
4. Redtail Ridge	• Mid-density residential and mixed-use residential uses at some locations, opportunity to consider 3 or 4 stories. • High-density residential near relocated hospital site and along US 36; opportunity to consider 4-stories, consider transit connections. • Propose mid- to high-density housing inter-mixed with office, R&D and industrial uses when appropriate to support jobs-housing balance and vibrancy. • Consider a community green area, green corridor and trails network to promote livability/workability.

City of Louisville
COLORADO • SINCE 1878

LOUISVILLE REVITALIZATION COMMISSION

SUBJECT: INTERGOVERNMENTAL AGREEMENT DISCUSSION

DATE: MARCH 5, 2025

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:

A cooperation agreement between Louisville City Council and the Louisville Revitalization Commission was adopted in 2006, at the time of the adoption of the Highway 42 Urban Renewal area. Since that date, there have been two amendments to the cooperation agreement between the two bodies.

The LRC and Louisville City Council will have a joint meeting on Tuesday, March 11th. These joint meetings happen yearly and provide an opportunity to share priorities and plans for the year. The LRC Chair and Council Liaison are interested in discussing opportunities for additional collaboration, streamlined processes and opportunities to work together. We are interested in learning from the LRC what changes, if any, they would be interested in seeing with the IGA with City Council.

FISCAL IMPACT:

There is no direct fiscal impact to discussion of the IGA and potential amendments.

RECOMMENDATION:

Staff recommends that each LRC Commissioner share their top three priorities for the IGA with City Council.

ATTACHMENT(S):

1. 2006 Cooperation Agreement
2. 2011 Amended and Restated Cooperation Agreement
3. 2023 Amended and Restated Cooperation Agreement
4. Resolution Approving 2023 Amendment

COOPERATION AGREEMENT

This Agreement (the Cooperation Agreement) is made as of Dec 5, 2006, 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 desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

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

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3. LRC Budget. The LRC shall adopt a budget (the LRC Budget) for each fiscal year (which shall be the calendar year) and, by September 1 of each year, shall provide a copy of the budget to the City for review and approval. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City to date total $27,000. At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC.

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. As provided in the urban renewal plan, allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. As provided in the urban renewal plan, the LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated under Section 5.6 of the plan, prior to the Commission's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plan approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of such urban renewal 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 in connection with such activities and undertakings.

7. 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.

8. 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.

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

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

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

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

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

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

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

16. Additional or Supplemental Agreements; Organizational Matters. 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 the Cooperation Agreement. The City and Commission shall cooperate in effecting amendments to the Commission's organizational documents to provide, as permitted by C.R.S. § 31-25-104, that one City Councilmember shall be a member of the Commission. The Commission as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.

17. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or

modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

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

CITY OF LOUISVILLE COLORADO SEAL

Attest:

City Clerk

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

Mayor

LOUISVILLE REVITALIZATION COMMISSION

Attest:

Michael Reis

Secretary

Chairman

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of April 5, 2011, 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 desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

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

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3. LRC Budget. By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review and approval prior to LRC adoption. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2010 total $77,849. At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC.

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the

City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. As provided in the urban renewal plan, allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. As provided in the urban renewal plan, the LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated under Section 5.6 of the plan, prior to the Commission's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plan approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of such urban renewal 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 in connection with such activities and undertakings.

7. 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.

8. 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.

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

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

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

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

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

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

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

16. Additional or Supplemental Agreements; Organizational Matters. 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 the Cooperation Agreement. The City and Commission shall cooperate in effecting amendments to the Commission's organizational documents to provide, as permitted by C.R.S. § 31-25-104, that one City Councilmember shall be a member of the Commission. The Commission as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.

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

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

CITY OF LOUISVILLE SEAL COLORADO

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

Mayor

Attest:

Nancy Varra

City Clerk

LOUISVILLE REVITALIZATION COMMISSION

Chairman

Attest:

Carlos Hernandez

Secretary

RESOLUTION NO. 73
SERIES 2015

A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE REVITALIZATION COMMISSION

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, in 2006, the City and the LRC entered into a Cooperation Agreement respecting operating funds, support services, general oversight of the LRC to be provided by the City to the LRC, and related matters, which such Agreement was approved by Resolution No. 49, Series 2006; and

WHEREAS, on April 5, 2011, the City and the LRC entered into an Amended and Restated Cooperation Agreement respecting the same matters; and

WHEREAS, the City desires to update and revise certain provisions of the Agreement and for such purpose there is proposed another Amended and Restated Cooperation Agreement between the City and the LRC;

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

<u>Section 1.</u> The proposed Amended and Restated 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.

<u>Section 2.</u> 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 17th day of November, 2015.

Robert P Muckle, Mayor

CITY OF LOUISVILLE SEAL COLORADO

ATTEST:

Nancy Varra, City Clerk

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of Nov. 17, 2015, 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 desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

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

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3 LRC Budget By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review and approval prior to LRC adoption. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2014 total $9,894.00 . At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

c Not withstanding the foregoing, the Parties agree that all Costs and Expenses related to the 550 S. McCaslin Urban Renewal Plan shall be paid by the City

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows

a Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City

Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion

d. The LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated to carry to out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the LRC's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution

6. <u>Continuing Cooperation; Additional Agreements</u>. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal 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 in connection with such activities and undertakings

7 <u>Obligations Subject to Act, Charter, and Constitution</u>. 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

8. 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

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

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

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

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

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

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

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

16 Additional or Supplemental Agreements, Organizational Matters 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 the Cooperation Agreement. The LRC's organizational documents shall provide, as permitted by

C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC The LRC as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R S § 31-25-115 to transfer the existing authority to the City Council

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

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

CITY OF LOUISVILLE SEAL COLORADO

Attest:

City Clerk

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

Mayor

LOUISVILLE REVITALIZATION COMMISSION

Attest

Secretary

Chairman

SEAL

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of ___________, 2023, 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 desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

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

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3. LRC Budget. By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review and approval prior to LRC adoption. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2014 total $9.894.00 . At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC.

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

c. Notwithstanding the foregoing, the Parties agree that all Costs and Expenses related to the 550 S. McCaslin Urban Renewal Plan shall be paid by the City.

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the

LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. Except as provided in subsection (e), the LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated to carry to out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the LRC's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall submit to the City for review and approval any LRC Program. For purposes of this subsection, "LRC Program" means a comprehensive initiative, in furtherance of the purposes of the Act and the Highway 42 Revitalization Area Urban Renewal Plan, aimed at addressing one or more characteristics of blight within the Highway 42 Revitalization Area on a large scale (e.g., downtown business façade improvement), which is not specific to any particular piece of property or development, and is offered to multiple properties of a certain type or types within the Highway 42 Revitalization Area. The LRC's request for approval of an LRC Program shall be accompanied with: (i) a detailed description of the LRC Program objectives and application process; (ii) a proposed LRC Program budget; (iii) a statement of the LRC Program's potential impacts on City staff departments, other City boards and commissions, and the City Council; (iv) a proposed application form; and (v) a proposed standard contract for execution between the LRC and LRC program awardees. Following Council approval of the LRC Program, the LRC shall not be required to seek further Council approval to: (1) utilize City staff, boards and commissions, and City Council time as necessary to carry out the objectives of the LRC Program; (2) approve LRC Program applications and enter into contracts with program awardees in substantially the same form as the standard contract; or (3) provide funds to program awardees, subject to the LRC Program budget. Each LRC Program budget shall be submitted annually for City Council approval.

f. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

g. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal 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 in connection with such activities and undertakings.

7. 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.

8. 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.

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

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

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

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

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

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

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

16. Additional or Supplemental Agreements; Organizational Matters. 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 the Cooperation Agreement. The LRC's organizational documents shall provide, as permitted by C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC. The LRC as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.

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

18. Supersede. This Cooperation Agreement supersedes and replaces in its entirety that certain Amended and Restated Cooperation Agreement, made as of November 17, 2015, by and between the City and the LRC, as of the date of this Agreement.

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:

____
Mayor

____
City Clerk

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

____
Chair

____
Secretary

City of Louisville
COLORADO • SINCE 1878

LOUISVILLE REVITALIZATION COMMISSION

SUBJECT: STAFF UPDATES

DATE: MARCH 5, 2025

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.

Downtown Colorado Inc TIF Webinar
Downtown Colorado Inc will be hosting an urban renewal and Tax Increment Financing webinar on Monday, March 3 at 4p. This webinar is designed for elected officials and board members as they share information on TIF and how urban renewal can spark private investment. If you are interested in attending this webinar, please reach out to the Economic Vitality team.

Earth Day, Every Day
The City of Louisville is partnering with the City of Lafayette with their annual Earth Day, Every Day event. Louisville businesses that promote sustainability, eco-friendly products or environmental education are invited to be a vendor at the event. Event highlights include exhibitor booths, a makers market, live animal programs, music, food trucks and a bike valet. If you are interested in learning more, reach out to Louisville's Sustainability team at Sustainability@LouisvilleCo.gov

Colorado Real Estate Journal
Colorado Real Estate Journal will be hosting a variety of their conference series in March to include their Commercial Real Estate Expo, Multifamily Development and Investment Expo, Health Care Conference and Expo, and their Life Science Conference and Expo. The CREJ hosts conferences throughout the year that include retail, industrial, office and trend themes. Find more information at CREJ.com

City of Louisville
COLORADO • SINCE 1878

LOUISVILLE REVITALIZATION COMMISSION

SUBJECT: DEVELOPMENT HIGHLIGHTS

DATE: MARCH 5, 2025

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:

In the following, Staff provides updates on recent activity related to construction and development. These updates are for the most frequently asked about sites and not for every site in a review process or under construction. All updates and timeframes are subject to change.

Site	Update
800-804 Main Street (former Wildwood Guitars)	No new updates. Some interested parties have toured the space.
809 Main Street (old Waterloo)	Project is continuing construction for the build-out of the restaurant space. There has been interest in the site, with multiple tours, but no LOI or leases signed to date.
816 Main Street (former Empire)	Staff is working with ownership and interested parties towards a sale. No contract or lease signed to date.
833 Main Street (former Chase)	The LRC has entered into a contract with Trestle Strategy Group to work with staff and the building owner on potential paths forward for the building.
1301 Courtesy Road (Delo Boom)	Delo Boom is working through City processes to construct 140 units of housing. The project will consist of studios through three-bedrooms and 13.5% affordable units.
950 Spruce Street	Construction has completed with the retail and office spaces currently being marketed for rent.
947 Pine Street (former gas station)	Plans call for renovation into Birdie Bar, an eatertainment use with a bar/restaurant and simulated (virtual) golf games. The project is under construction with a hopeful 2025 opening.

1303 Empire Road (Ironton)	Ironton has approved plans for a new distillery and event center. Ironton is hoping to start construction Q1.They are working with the city for a temporary use permit to allow them to host and serve while they are under construction.
540 County Road (Louisville Grain Elevator)	The Grain Elevator has new owners that have engaged the City to turn the building into an activated space. Stay tuned.
1171 W Dillon Road (former Lowe's)	The New King Soopers Marketplace is currently in the City's planning process and has submitted a planned unit development for review, hoping to start construction 2025. This new King Soopers hopes to be open early 2026.
1164 W Dillon Road (Cinebarre)	University of Colorado has purchased the site and is currently working on public engagement for their plans for the site.
550 McCaslin Boulevard (former Sam's Club)	Relish broke ground on the construction on Friday, June 14th. Relish is planning to open indoor and outdoor pickle ball courts with a food hall. The food hall has building permits into the City for buildout and hopes to open Q2 2025.
575 McCaslin Boulevard (former Carrabba's)	Staff is working with the broker representation to market and attract a new user to the building. No lease signed to date.

If you would like to add a site to these updates, please let me know.