SUBJECT: RESOLUTION NO. 57, SERIES 2025 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT FOR SWINGWELL GOLF LLC DOING BUSINESS AS TEE BOX

DATE: AUGUST 19, 2025

PREPARED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:
Staff requests City Council action on a proposed Business Assistance Agreement for Swingwell Golf LLC, doing business as Tee Box, which is considering opening a new sales tax generating business in the City of Louisville.

BACKGROUND / PRIOR DISCUSSIONS:
Louisville created its Business Assistance Program (BAP) to encourage the recruitment, retention, establishment, and/or substantial expansion of sales tax generating businesses and employers within the city. The proposed agreement supports the establishment of a new sales tax generating business and is in alignment with the original purpose of the BAP Program.

ANALYSIS:
Staff requests Council action on the proposed BAP Agreement with Swingwell Golf for the opening of its new business venture, Tee Box.

Founded in Utah in 2021, Tee Box is a modern indoor golf training facility with 28 locations in the US. Jason Wolf, owner of the proposed Louisville franchise location, indicated that the business will implement cutting-edge technology, expert coaching and a welcoming, community-driven atmosphere to help its customers improve their golf game. Mr. Wolf reported that the company is exploring leasing 5,286 SF at 600 S Pierce Ave in the Colorado Technology Center. As a new Louisville sales-tax generating business, Tee Box is eligible for participation in the BAP. Additional information is available on the company's website.

For its first 5 years of operation, Tee Box anticipates that it will have four employees making an average of $45,000 per year. The staff will include one golf professional, referred to as the Box Pro. The company indicated that it will also provide a 401K retirement program for its employees. The company envisions itself becoming a proud partner of the Louisville community and emphasized its commitment to hosting and supporting local events, nurturing a culture of camaraderie, and helping players rediscover their passion for the game. In addition to helping clients play better golf, Tee Box hopes to help them enjoy the process and people around them.

The company is currently negotiating a lease at 600 S Pierce Ave and hopes to open for business in the first quarter of 2026. Tee Box estimates that the project will include $211,000 in tenant finish improvements and an additional $13,250 in signage. The company estimates that it will collect and remit $134,465.50 in Retail Sales Tax over the first five years of operation.

Based on the estimates provided in Tee Box's application, staff recommends a 50% rebate of Building Permit Fees and Construction Use Tax, a 50% rebate of Sign Permit Fees and Construction Use Tax, and a 50% rebate of Retail Sales Tax each year for the first five years of operation. Estimated rebate amounts are $2,956.95 Building Permit fee and construction use tax, $193.43 Sign Permit fee and construction use tax, and $53,430 retail sales tax. This results in a total estimated rebate of $56,580.38. Per the program Criteria, the sales tax rebate excludes the City's Open Space, Historic Preservation, and Recreation Center Taxes.

	Eligible project costs	$ 211,000.00			
Building Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Building Permit Fee	$ 1,666.00	50%	$ 833.00	
	Plan Review Fees	$ 1,082.90	50%	$ 541.45	
	Subtotal	**$ 2,748.90**		**$ 1,374.45**	

	Eligible project costs	$ 211,000.00		
Construction Use Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 3,165.00	50%	$ 1,582.50
	Open Space- .5%	$ 527.50	N/A	$ -
	Historic Preservation- .125%	$ 131.88	N/A	$ -
	Recreation Center- .150%	$ 158.25	N/A	$ -
	Subtotal	**$ 3,982.63**		**$ 1,582.50**

	Eligible project costs	$ 13,250.00		
Sign Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	Building Permit Fee (Minor)	$ 114.00	50%	$ 57.00
	Plan Review (In-House, Minor)	$ 74.10	50%	$ 37.05
	City Use- 3%	$ 198.75	50%	$ 99.38
	Open Space- .375%	$ 24.84	N/A	$ -
	Historic Preservation- .125%	$ 8.28	N/A	$ -
	Recreation Center- .150%	$ 9.94	N/A	$ -
	Subtotal	**$ 429.91**		**$ 193.43**

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 106,860.00	50%	$ 53,430.00
	Open Space- .5%	$ 17,810.00	N/A	$ -
	Historic Preservation- .125%	$ 4,452.50	N/A	$ -
	Recreation Center- .150%	$ 5,343.00	N/A	$ -
	Subtotal	**$ 134,465.50**		**$ 53,430.00**

Each of these rebates will be capped, limiting the total amount that the City is responsible for rebating in the case that the business spends significantly more than estimated. As outlined in the attached Agreement, staff proposes that the 50% rebate on Building Permit Fees and Construction Use Tax be capped at $3,000, and the 50% rebate on Sign Permit Fees and Construction Use Tax be capped at $200. The proposed Agreement stipulates that rebates on Retail Sales Tax are limited to the five-year period or $54,000, whichever occurs first.

Based on these estimates, the City will receive $141,626.94 in revenue from fees and taxes (net $85,046.56 after proposed rebates). The Agreement is void if Tee Box does not complete the project by May 31, 2026. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid to the City.

Staff finds that the business meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The Company's completed BAP application is attached as reference. The main criteria this project meets are:

- Brings new basic jobs to the City; and
- Generates existing and new Retail Sales Tax to the City.

2025 COUNCIL WORK PLAN:
While this particular agreement is not specifically identified in the 2025 Council Work Plan, Economic Vitality is identified as one of Council's four priorities. Louisville's Business Assistance Program directly supports Council's goal of strengthening economic vitality by making financial assistance available to new and expanding Louisville businesses. This agreement generally supports both EDI and Environmental Sustainability, encouraging reuse of an existing Louisville building and providing financial assistance to a new Louisville small business.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
All financial assistance will be provided in the form of rebates of City revenue from permit fees, construction use tax and retail sales tax. Based on estimates, the City will receive

$141,626.94 in revenue from fees and taxes over a five-year period. Per the proposed agreement, the City would net $85,046.56 and Tee Box would be rebated $56,580.38.

ALTERNATIVE(S):
If Council were to reject the proposed agreement, Louisville would not be able to offer any incentives to Tee Box to consider opening a business in Louisville. Without any incentives, the Company may explore locating its business elsewhere in Colorado.

Council may also offer feedback on any of the proposed terms of the agreement. If directed, staff will draft a new agreement reflecting Council's comments.

RECOMMENDATION:
Staff recommends approval of Resolution 57, Series 2025 approving a Business Assistance Agreement with Swingwell Golf LLC, doing business as Tee Box.

ATTACHMENT(S):
1. Resolution No. 57, Series 2025
2. Business Assistance Agreement
3. Business Assistance Program Application
4. Estimated Rebate Calculations

RESOLUTION NO. 57
SERIES 2025

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH SWINGWELL GOLF LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Swingwell Golf LLC, doing business as Tee Box, is seeking to lease 5,286 square feet of existing space at 600 S Pierce Ave in the Colorado Technology Center, which will result in new jobs and tax revenue to the City; and

WHEREAS, the Business Assistance Agreement between the City and Tee Box is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

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

Section 1. The proposed Business Assistance Agreement between the City of Louisville and Swingwell Golf LLC, doing business as Tee Box (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, and the Mayor is further authorized 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. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this ______ day of ___________________, 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

BUSINESS ASSISTANCE AGREEMENT FOR SWINGWELL GOLF LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _______ day of ______________________, 2025, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and Swingwell Golf LLC (the "Company"), a Colorado Limited Liability Company, doing business as Tee Box.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new indoor golf facility in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 5,286 SF of existing space at 600 S Pierce Ave in the Colorado Technology Center (the "Project location"); and

WHEREAS, the Company will bring new basic jobs within the City, as well as generate new fee and sales tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; and

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

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

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the “City Code”) and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending May 31, 2026.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending May 31, 2026.

3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending May 31, 2026. For purposes of this Section, “sign related permit fees” include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

4. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City’s 3.0% General Sales Tax (excluding all revenues derived from the City’s .5% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five (5) year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location (“the Commencement Date”). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) three thousand two hundred dollars ($3,200). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed fifty-four thousand dollars ($54,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received fifty-four thousand dollars ($54,000) in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2 and 3 pertaining to each

phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7 and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

6. <u>No Interest; Inspection and Disclosure of Records</u>. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

7. <u>Use of Funds; Future Fees</u>. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. <u>Effect of Change in Tax Rate.</u> Any increase or decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales, Construction Use, or Consumer Use Tax rates applicable

on the date of execution of this Agreement (excluding the City's 0. 5% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

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

   If to Company:
   Swingwell Golf LLC
   Attn: Jason Wolf
   2770 Arapahoe Road, Suite 132-710
   Lafayette, CO 80026
   720-300-6272
   jason@swingwellgolf.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   303-335-4531
   EconomicVitality@LouisvilleCO.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by May 31, 2026, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties

challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this _____ day of ________________, 2025.

SWINGWELL GOLF LLC
A Colorado Corporation

By: ________________________
Jason Wolf
Owner

CITY OF LOUISVILLE

____
Chris Leh
Mayor

ATTEST:

____
Genny Kline, City Clerk

View results

Respondent

12 Anonymous

37:35

Time to complete

1. Do you meet the eligiblity requirements?

• New business considering Louisville as a location;
• Business considering relocating to the City from another community; or
• Existing Louisville business that is relocating within the City, either to continue operations or to expand. *

- (selected) Yes
- No

2. Do you understand the incentive approval process?

Approval Process
• Business submits completed application.
• Staff reviews application for completeness; produces estimate of available incentives.
• If business wishes to pursue assistance, staff seeks City Manager approval of recommended incentives.
• Staff develops Assistance Agreement in consultation with the City Attorney; applicant agrees-to and executes agreement.
• Assistance packages valued at under $50,000 may be approved administratively by the City Manager.
• Assistance packages valued at more than $50,000 must be considered for approval via a public hearing of the City Council.
• Amendments to existing Assistance Agreements follow the same process as above and are generally considered by City Council on the consent agenda; however, any amendments that increases the original agreed-to assistance by 5% also require a public hearing of the City Council.
• Business should notify staff when it secures the planned location in Louisville, as this triggers tracking of approved incentives.
• If business has not already, it should obtain a sales tax license from the City.
• All businesses approved for assistance must still follow all requirements of the City's building permit and planning/zoning processes. *

- (selected) Yes
- No

3. Applicant E-Mail *

jason@swingwellgolf.com

4. Business/Company Name *

Swingwell Golf LLC

5. Business/Company Addresss *

2770 Arapahoe Road Ste 132 - 710 Lafayette, CO 80026

6. Doing Business As/Project Name

Tee Box

7. Please describe the company's mission, core products and services. *

Tee Box is a modern indoor golf facility designed to transform the way people engage with and improve their golf game. Our mission is to provide an unmatched training experience by combining cutting-edge Trackman technology, expert coaching, and a welcoming, community-driven atmosphere that empowers every member—regardless of age or skill level—to reach their personal goals.

Whether preparing for a high school tryout, getting back into the game after years away, or simply looking to try something new, Tee Box is here to guide, motivate, and support the community. We aim to make golf more accessible, efficient, and enjoyable for everyone by offering flexible, 24/7 access and tailored improvement paths.

As a proud part of the Louisville community, we are committed to hosting and supporting local events, nurturing a culture of camaraderie, and helping players rediscover their passion for the game. Our goal is not only to help people play better golf—but to help them enjoy the process and the people around them every step of the way.

8. Please describe the company's history such as formation, leadership team, history and other relevant information *

Tee Box will be organized as a Limited Liability Corporation (LLC) under the legal name Swingwell Golf LLC. The company will be 100% owned by Jason Wolf, who will serve as the sole managing member.

Tee Box will be operated by a focused management team led by the Owner and a Golf Professional (referred to as the Box Pro), supported by the robust infrastructure of the Tee Box franchise system. The Owner, Jason Wolf, is responsible for all strategic, financial, and sales-related decisions. He brings business leadership experience and will focus on growth, financial planning, partnership development, and marketing oversight, ensuring Tee Box maintains its brand promise and reaches its market potential in Louisville, CO.

9. Company Website *

tbx.golf

10. Business Contact First and Last Name *

Jason Wolf

11. Business Contact Title *

Owner

12. Business Contact Phone Number *

(720) 300-6272

13. Business Contact E-mail *

jason@swingwellgolf.com

14. Proposed Business Location *

Colorado Technology Center, Louisville, CO.

15. Project Description and Goals - Please share background on what kind of business investment you are looking to make in Louisville. (Describe the new business, adaptive reuse of an existing space, build-out, reason for location decision, etc) *

Tee Box is an indoor golf training facility designed to deliver a comprehensive and flexible golf improvement experience using the most advanced simulator technology and training tools in the industry.

The ideal location within Louisville is the Colorado Technology Center as it is surrounded by many thriving businesses across a broad range of industries. In addition, it is centrally located between four high schools with golf programs within 15-20 minutes including Centaurus, Arapahoe Ridge, Broomfield, and Monarch. This location will not only serve the Louisville community, but also drive traffic from surrounding cities including Boulder, Superior, Broomfield, Lafayette, and others.

Currently, we are looking for an existing flex space in the Colorado Technology Center with the ability to build-out per the specs needed for a Tee Box location.

16. What kind of project are you *

- (●) New Business Locating in Louisville
- ( ) Existing Business Expanding in Louisville
- ( ) Existing Business Moving within Louisville

17. What kind of space are you moving into? *

- (●) Existing Space
- ( ) Construct New Space

18. Have you already signed a lease or purchased a property? *

- ( ) Yes
- (●) No

19. Estimated Valuation for Construction of Project (please break out into core/shell construction, signage, tenant finish, etc) *

Architectural & Design $6,800
Commercial Buildout Permit $2,750
Concrete Work $5,500
Framing Material & Labor $9,850
HVAC Material & Labor $60,000
Plumbing Rough & Finish $18,500
Electrical Rough & Finish $27,750
IT & Networking $1,500
Drywall Material & Labor $8,750
Interior Paint Material & Labor $9,125
Flooring Material & Labor $5,375
Cabinets & Countertops $6,000
Light Fixtures $12,000
Wainscoting in Bathrooms $2,500
Bath & Gym Accessories $450
ADA Compliance $400
Fire Alarm System $7,750
Cleaning $2,250
General Conditions $37,500
Signage $13,250

Total Estimate: $236,450

20. Number of years in business *

0

21. Project Decision Date *

7/1/2025

22. Planned Start of Construction *

8/11/2025

23. Planned Opening Date *

1/2/2026

24. Other Locations Under Consideration for Location Decision *

- (●) In Boulder County
- ( ) In Colorado
- ( ) Other

25. Current Number of Employees *

0

26. Planned number of employees at businesss opening *

1

27. Planned number of employees after three years. *

4

28. Average Salary Paid (without benefits) *

$45,000/yr.

29. Will employees recieve benefits? If so, what benefits? *

401K program

30. Anticiapted Annual Payroll *

$45,000 year 1; $67,500 year 2

31. Anticiapted Gross Sales for first year of operations. *

$440,000.

32. Anticiapted Gross Sales for the first seven years of operations, broken down by year. *

Year 1: 440,000
Year 2: 696,000
Year 3: 806,000
Year 4: 810,000
Year 5: 810,000
Year 6: 810,000
Year 7: 810,000

33. Anticiapted Gross Purchases subject to Consumer Use Tax for first year of operations. *

$0

34. Anticiapted Gross Purchases subject to Consumer Use Tax for the first seven years of operation, broken down by year. *

$0

35. How will your project imapct the City of Louisville? *

Our facility will provide the following services and offerings that greatly impact the Louisville community:

1) 24/7 Indoor Golf Access with Trackman Simulators: Members will enjoy on-demand, keyless access to private hitting bays powered by Trackman—the industry leader in golf simulation and data analytics.
2) Professional Coaching and Data-Driven Instruction: Tee Box will offer one-on-one and small group coaching by a certified golf professional or "Box Pro", tailored to beginners, juniors, competitive players, and returning golfers.
3) Golf Club Fitting and Equipment Services: Allow members and non-members to participate in custom club fittings and place orders to major club manufacturers including, but not limited to Callaway, Taylor Made, Ping, and Titleist
4) Events, Leagues, and Social Competitions: Tee Box will run ongoing community-building programs to drive engagement and retention, including Women's Night, High School Open House, and Youth Academies
5) Sponsorship and Brand Activation: Tee Box will collaborate with local and regional sponsors through digital signage within the facility, community golf initiatives, and event hosting.

36. How will this incentive positively impact your businesses? *

Any rebates received will assist in the ensuring Tee Box is launched with the greatest chance to succeed by alleviating some expenses in the early months of opening the business.

37. Louisville Sales Tax License Number *

N/A

38. Which Incentive components are you applying for? *

- [x] Plan Review and Building Permit Fees Rebates
- [x] Signage Rebates
- [x] General Sales Tax Rebate
- [ ] General Consumer Tax Rebate
- [ ] Vacancy Bonus
- [x] Enhanced Assistance
- [x] I am open to rebates that make the most sense for this business

39. What percentage rebate are you seeking? *

40-50%

40. Has the Business or Applicant recieved an Incentive from the City of Louisville in the past? *

- ( ) Yes
- (•) No

41. If so, pleae describe the previous incentive recieved. Write N/A if not applicable. *

N/A

42. Are you able to attend a City Council Meeting when this incentive application is presented to help answer any questions that may arise? *

- (•) Yes
- ( ) No

43. Do you understand that all incentives are provided on a case-by-case basis and are subject to eligiblity and staff review of project impact to the community? *

- (•) Yes
- ( ) No

44. Date of Submitted Application *

7/1/2025

45. By entering your name below, you attest that all of the information contained above
is correct and represents the company's intent to open or grow a business in
Louisville, Colorado. *

Jason Wolf

BAP Estimate- Tee Box **7/7/2025**

CTC

	Eligible project costs	$	211,000.00				
Building Permit Fee- 50%	Detail of Taxes		Amount Paid	Rebate %		Rebate Amount	
	Building Permit Fee	$	1,666.00	50%	$	833.00	*$1,000 for the first $100,000, plus $6 for each addtl $1K or fraction thereof*
	Plan Review Fees	$	1,082.90	50%	$	541.45	*65% of building fee*
	Subtotal	**$**	**2,748.90**		**$**	**1,374.45**	

	Eligible project costs	$	211,000.00				50% Valuation	$ 105,500.00
Construction Use Tax- 50%	Detail of Taxes		Amount Paid	Rebate %		Rebate Amount		
	City Use- 3%	$	3,165.00	50%	$	1,582.50		
	Open Space- .5%	$	527.50	N/A	$	-	*Rebates exclude all revenues from Open Space, Historic Preservation, & Rec Center taxes*	
	Historic Preservation- .125%	$	131.88	N/A	$	-		
	Recreation Center- .150%	$	158.25	N/A	$	-		
	Subtotal	**$**	**3,982.63**		**$**	**1,582.50**		

	Eligible project costs	$	13,250.00				50% Valuation	$ 6,625.00
Sign Permit Fee- 50%	Detail of Taxes		Amount Paid	Rebate %		Rebate Amount		
	Building Permit Fee (Minor)	$	114.00	50%	$	57.00	*$82 for the first $2,000 plus $16 for each additional $1,000 or fraction thereof*	
	Plan Review (In-House, Minor)	$	74.10	50%	$	37.05	*65% of building fee*	
	City Use- 3%	$	198.75	50%	$	99.38		
	Open Space- .375%	$	24.84	N/A	$	-		
	Historic Preservation- .125%	$	8.28	N/A	$	-		
	Recreation Center- .150%	$	9.94	N/A	$	-		
	Subtotal	**$**	**429.91**		**$**	**193.43**		

New Retail Sales Tax- 50%	Detail of Taxes		Amount Paid	Rebate %		Rebate Amount
	City Use- 3%	$	106,860.00	50%	$	53,430.00
	Open Space- .5%	$	17,810.00	N/A	$	-
	Historic Preservation- .125%	$	4,452.50	N/A	$	-
	Recreation Center- .150%	$	5,343.00	N/A	$	-
	Subtotal	**$**	**134,465.50**		**$**	**53,430.00**

Gross Retail Sales Projections		
Year 1	$	440,000.00
Year 2	$	696,000.00
Year 3	$	806,000.00
Year 4	$	810,000.00
Year 5	$	810,000.00
	$	**3,562,000.00**

Permit & Use	$	2,956.95	Cap	$3,000
Sign Permit	$	193.43		$200
Sales Tax	$	53,430.00		$54,000
Total Rebate	$	56,580.38		$57,200

City Revenue	$	141,626.94
Less Rebate	$	85,046.56