City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7G

SUBJECT: LOUISVILLE REVITALIZATION COMMISSION FAÇADE IMPROVEMENT PROGRAM CONTRACT AMENDMENT

DATE: DECEMBER 16, 2025

PREPARED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

PRESENTED BY: VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER

SUMMARY:
The Louisville Revitalization Commission is the City's urban renewal authority and has created multiple programs to assist businesses and property owners in reinvesting in their properties.

The Façade Improvement Program was created to assist and support private investment into the façades/outsides of buildings to continue to support historic preservation and blight mitigation throughout the Highway 42 Urban Renewal Area.

The current program allows for reimbursement of agreed upon project costs at the completion of the entire project. The LRC is interested in amending the contract to allow for phased reimbursement, upon completion of agreed upon project components.

BACKGROUND / PRIOR DISCUSSIONS:
The Louisville Revitalization Commission created the Façade Improvement Program in 2022, creating a new grant program for businesses and property owners in the Highway 42 Urban Renewal Area to utilize to make investment and improvements to the outside of their buildings and properties.

As part of the program adoption, the LRC and Louisville City Council adopted program parameters and a form contract to be used between the LRC and approved recipients of the grant funding. The approved form contract reimburses the applicant once all construction is complete and the project has received all sign offs and Certificates of Occupancy (COs)/ Certificates of Compliance (CCs) for the work completed. The contract pays in one lump sum all eligible improvements once the work is completed and the applicant provides proof of payment.

The LRC has expressed interest in allowing partial payment for improvements to be made throughout the construction process for eligible improvements. In order to do this, the LRC and the Louisville City Council must approve a new proposed contract that would allow for reimbursement on costs paid, for discrete components of the project.

As part of the proposed contract, staff would work with the applicant/recipient to outline what the discrete components of the project are and outline those in an exhibit to the contract. This would allow the recipient to receive partial payment for discrete components as they are completed, and proof of payment is submitted. By outlining discrete components and retaining a percentage of the payment for each of the discrete components, the LRC can ensure that the improvements are actually completed, and the full project comes to fruition. Final payment will be made when all components are completed, COs/CCs awarded, and proof of payment is submitted. Applicants have expressed that this would assist them in continuing to invest in the property by using the reimbursement amount to complete the next phase of improvements.

This new contract would still reimburse based on eligible improvements and true costs paid for the work, there will be no upfront payments for any work to be completed.

ANALYSIS:
Staff is asking City Council to consider a change to the adopted contract template for the Louisville Revitalization Commission's Façade Improvement Program. Should this contract revision be adopted, it would allow staff to work with applicants to create stages/specific rounds of construction and would allow for partial reimbursement upon completion of each stage versus when the totality of the project is completed. The adoption would allow staged construction but not require it, and all payments would remain a reimbursement on true costs after the work has been completed.

2025 COUNCIL WORK PLAN:
This program amendment supports Economic Vitality goals, allowing the City and the LRC to respond to business needs and economic impacts relayed by businesses and property owners hoping to invest back into their buildings.

FISCAL IMPACT:
There is no direct fiscal impact to the City Council by recommending approval of this program change. Funds associated with the Façade Improvement Program come out of the urban renewal budget, which is separate from the City budget.

ALTERNATIVE(S):
If the City does not approve the amended Façade Improvement Program contract template, the alternative is to keep the contract the same and not allow for partial payments, only paying the program reimbursement upon completion of all the project elements.

RECOMMENDATION:
Staff recommends that the City Council approve a new form of contract for the Louisville Revitalization Commission's Façade Improvement Program. This amendment would allow, not mandate, phased reimbursements for projects. This phased reimbursement would allow the applicant to use the previous reimbursement for the next stage of the project, to keep the project timely and viable for many small entities.

ATTACHMENT(S):

1. Existing Façade Improvement Grant Agreement
2. Proposed Façade Improvement Grant Agreement

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT ("Agreement") is made and entered into this ___ day of _____________ 2025 ("Effective Date"), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC") and __________________ ("Recipient"), the owner of the commercial property located at __________________, Louisville, CO 80027(sometimes referred to individually as "party" or collectively as "parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Reimbursement. Subject to Section C, upon Recipient's fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, "Reimbursement" means one hundred percent (100%) of certified Eligible Improvement costs up to $15,000, and seventy-five percent (75%) of certified Eligible Improvement costs between $15,000.01 and $50,000. The total reimbursement shall not exceed _______________ dollars ($XXXX).

C. Termination. The LRC and Recipient expressly agree that time is of the essence with regard to fulfilment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Project including the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations by __________________, 2025, this Agreement and the LRC's obligation to pay the Reimbursement shall immediately terminate.

D. Recipient's Post-Reimbursement Obligations.

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

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

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

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

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

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

G. Miscellaneous.

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

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

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

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

Recipient:

Company
Address
Louisville, CO 80027
Phone
Email

LRC:

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303-335-4531
EconomicVitality@LouisvilleCO.gov

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

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

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

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

terms of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including reasonable attorney fees.

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

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

RECIPIENT:

BUSINESS

By: ________________________

Name: ___________
Title: ____________

LOUISVILLE REVITALIZATION COMMISSION

By: _______________________
Corrie Williams, Chair

ATTEST:

____
Barbie Iglesias, Secretary

Exhibit A

List of Proposed Improvements:

1. Exterior paint improvements
    - Exterior cleaning, caulking, peel stop primer, clear coat on front door, spray body and hand roll trim
2. Landscaping improvements
    - Remove weeds and install weed barrier and gravel
    - Replace weed barrier and gravel on left side of walkway
    - Remove weeds and vegetation on east side of building and replace with weed barrier and mulch
    - Remove unhealthy tree in the back
    - Add a drip system and install 4 ornamental grasses and 6 perennials
3. Door replacement
    - Replace existing front and back doors with new
4. Window replacement
    - Replace 12 existing windows with new

Cost Estimate:

Item	Cost
Exterior paint improvements	$7,795
Landscaping improvements	$3,395
Door replacement	$2,438.45
Window replacement	$25,869.69
Subtotal	**$39,498.14**

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT ("Agreement") is made and entered into this ___ day of ___ 2025 ("Effective Date"), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC") and the **XXX** ("Recipient"), the owner/tenant of the commercial building located at **ADDRESS** (sometimes referred to individually as "party" or collectively as "parties").

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

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

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

WHEREAS, Recipient is the owner/tenant of the commercial building (the "Building") located at ADDRESS (the "Property"), which Building and Property are within the Plan Area; and

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

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

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

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

A. **<u>Recipient Obligations</u>.** The Recipient shall fulfill each of the following obligations ("Recipient Obligations"):

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

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

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

4. Obtain acceptance of the Project, including the Eligible Improvements from the City, or obtain acceptance of discrete components of the Eligible Improvements as mutually agreed upon by the Parties hereto. If the Eligible Improvements or a mutually agreed upon discrete component of the Eligible Improvements are satisfactory, the City shall grant acceptance and the LRC shall provide reimbursement as set forth in Section B of this Agreement. If the Eligible Improvements are unsatisfactory, the City shall provide written notice to Recipient of the repairs, replacements, construction or other work required to receive acceptance.

5. Recipient shall provide the LRC with certified statement of Eligible Improvement costs no later than thirty (30) days after Recipient obtains City acceptance of the Project completion, or completion of a discrete component of the Eligible Improvements as provided hereunder.

6. Recipient agrees that final payment shall not be made by the LRC until Recipient has obtained a Certificate of Occupancy or certificate of completion as applicable for the entire Project, including the completion of all Eligible Improvements

B. **<u>Reimbursement</u>.**

1. Subject to Section C, upon Recipient's fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, "Reimbursement" means one hundred percent (100%) of certified Eligible Improvement costs up to $15,000, and seventy-five percent (75%) of certified Eligible Improvement costs between $15,000.01 and $50,000. The total reimbursement pursuant to this Agreement shall not exceed $______ [insert reimbursement cap for the Agreement].

2. The LRC and Recipient may agree upon mutually acceptable discrete components of the Eligible Improvements for which Recipient may seek acceptance and reimbursement for eighty percent (80%) of the certified statement of Eligible Improvement costs for such discrete component, provided that the entirety of the discrete component of any such Eligible Improvement is completed and accepted by the City. Such discrete components shall be detailed in Exhibit B to this Agreement. Upon completion of all Eligible Improvements, and Recipients fulfillment of all Recipient

Obligations, the LRC shall authorize payment of the remainder of the reimbursements for the discrete components previously reimbursed.

C. Termination. The LRC and Recipient expressly agree that time is of the essence with regard to fulfilment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Project including the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations by _________, this Agreement and the LRC's obligation to pay the Reimbursement shall immediately terminate. If the Recipient fails to complete the Project, including all Eligible Improvements, on or before the deadline set forth in this subsection, Recipient shall, within thirty (30) days following such deadline and without demand from the LRC, repay the LRC all amounts that have been received by the Recipient pursuant to this Agreement.

D. Recipient's Post-Reimbursement Obligations.

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

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

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

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

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

G. <u>Miscellaneous</u>.

1. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The exclusive venue for any lawsuit concerning the subject matter of this Agreement shall be in the District Court for Boulder County, Colorado. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge concerning the subject matter of this Agreement. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including reasonable attorneys' fees.

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

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

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

Recipient:

XXX

LRC:

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
economicvitality@louisvilleco.gov

5. This Agreement is personal to Recipient and Recipient may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the LRC. Any purported assignment,

transfer, pledge, or encumbrance made without such prior written authorization shall be voidable by the LRC.

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

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

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

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

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

RECIPIENT:

XXX

By: ________________________

Name:

Title:

LOUISVILLE REVITALIZATION COMMISSION

By: ________________________
Corrie Williams, Chair

ATTEST:

____
Barbie Iglesias, Secretary

Exhibit A:EXAMPLE

List of Proposed Improvements:

- Address deteriorating structures with rotten wood.
- Repair or replace broken, deteriorating steps to eliminate trip hazards.
- Restore crumbling stucco, particularly on the west side of the building.
- Remove inappropriate façade materials.
- Repair rotten window frames.
- Install new framing and a properly fitting primary door to enhance insulation and security.
- Add exterior lighting at the steps for safety, as no exterior light is currently in place.
- Restore and clean masonry elements, including brick, stone, and concrete.
- Hand-scrape all loose and peeling paint, sanding as necessary, to maintain the building's appearance.
- Apply exterior paint in neutral colors that complement surrounding buildings, avoiding paint over original brick surfaces.
- Perform exterior pressure washing to clean surfaces, ensuring methods are gentle to prevent damage.
- Caulk cracks and gaps to prevent water infiltration and improve energy efficiency.
- Repair signage and ensure compliance with current sign code requirements.
- Install lighting attached to the building that accentuates signage and other significant architectural details.
- Ensure all work adheres to state regulations and federal guidelines for lead-based paint, as outlined by the contractor, Built By Design.

Cost Estimate:

Item	Cost
General Demolition	$487.58
Doors	$700.49
Drywall	$1,421.00
Electrical	$293.61
Hazardous Material Remediation	$16.72
Light Fixtures	$134.91
Moisture Protection	$690.00
Painting	$16,428.00
Stairs	$557.68
Stucco and Exterior Plaster	$1,395.47
Subtotal	**$22,125.46**

EXHIBIT B: EXAMPLE

PHASE 1:

- Address deteriorating structures with rotten wood.
- Repair or replace broken, deteriorating steps to eliminate trip hazards.
- Restore crumbling stucco, particularly on the west side of the building.
- Remove inappropriate façade materials.
- Repair rotten window frames.
- Perform exterior pressure washing to clean surfaces, ensuring methods are gentle to prevent damage

PHASE 2:

- Install new framing and a properly fitting primary door to enhance insulation and security.
- Add exterior lighting at the steps for safety, as no exterior light is currently in place.
- Restore and clean masonry elements, including brick, stone, and concrete.
- Hand-scrape all loose and peeling paint, sanding as necessary, to maintain the building's appearance.
- Apply exterior paint in neutral colors that complement surrounding buildings, avoiding paint over original brick surfaces.

PHASE 3:

- Caulk cracks and gaps to prevent water infiltration and improve energy efficiency.
- Repair signage and ensure compliance with current sign code requirements.
- Install lighting attached to the building that accentuates signage and other significant architectural details.
- Ensure all work adheres to state regulations and federal guidelines for lead-based paint, as outlined by the contractor, Built By Design.