SUBJECT: APPROVAL OF RESOLUTION NO. 60, SERIES 2020 – A RESOLUTION APPROVING A RECOVERY AND IMPROVEMENT PROGRAM AND A FORM OF GRANT AGREEMENT

DATE: AUGUST 11, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:
At the May 6 and May 22 Economic Vitality Committee (EVC) meetings, the Committee discussed the City’s current Business Assistance Program (BAP) and recent applicants, as well as asked staff to explore program alternatives focused on existing business retention and recovery from the COVID-19 pandemic. A proposal for Louisville’s Recovery & Improvement Program was presented at the June 19 EVC meeting. The Committee, along with members from Louisville’s Revitalization Commission (LRC), provided feedback. The revised program resulting from June 19 was also discussed with the LRC on July 8.

Most recently, the EVC reviewed updated program information and a draft application at its July 17 meeting. The Committee provided additional input and recommended advancing the program to City Council for consideration and approval of funding. As with the Emergency Solutions Grant Program in April, any grant program should be approved by legislative action of the City Council, with findings as to the public purpose served by the program.

DISCUSSION:
The Recovery & Improvement Program shares some similarities with the City’s existing Business Assistance Program and with the Emergency Solutions Grant Program launched earlier this year. This program seeks to retain Louisville’s existing businesses that are attempting to re-open and recover from the COVID-19 pandemic. The focus has been on creating a structure for grants that fund building projects necessary to transform the way businesses operate as a result of the pandemic as well as improvements to make sure commercial buildings stay vibrant during difficult economic circumstances. Between discussions of the EVC and LRC, staff has developed and refined program criteria, process, and funding.

Should the City Council wish to approve this program, the City Attorney has drafted a Resolution (Attachment #1) as well as the form of a Grant Agreement (Attachment #2). An overview of the program, as well as details on eligibility and criteria, is contained in a draft Recovery & Improvement Program application (Attachment #3).

As proposed, the Recovery & Improvement Program would be open to all actively licensed brick-and-mortar businesses within the City of Louisville that are current on all...
City accounts at time of application. To be eligible, the business must also have been in operation as of March 10, 2020. The Committee has recommended five program criteria, and an applicant would need to describe in the application how a project meets at least one criterion. The criteria were contemplated and designed to make investments in the local business community. The draft application also outlines project examples for each criteria to help applicants understand if the program is a fit for their project. This application is slightly more involved than the one employed for the Emergency Solutions Grant Program, because each applicant will need to provide project information, how it relates to recovering from the pandemic, as well as details about project costs.

The structure of the program aligns with incentivizing businesses to take actions that will allow them to recover and stabilize. The City would provide 50% of an eligible project cost, up to $10,000—with funds disbursed at application approval. The business will also need to demonstrate or pledge the matching project funds. Each approved applicant would be required to enter into an agreement with the City, as drafted by the City Attorney. Applications and agreements would be administratively reviewed and approved by staff, with updates on the program progress provided to City Council.

Also distinct from the Emergency Solutions Grant program, staff recommends receiving and processing applications on a rolling basis. Staff would advertise and promote the program for several weeks before opening in early September. The program would be anticipated to run through December 31, 2020, but could expire sooner if all program funding is allocated. Businesses are only eligible to be approved for one project under the program, and only future work is covered (expenses cannot be submitted for work already completed or in-process). Staff anticipates receiving a wide variety of requests—ranging from small awards to significant construction projects. The promotional period and rolling application will allow for both small and large projects to understand the program, design a project that meets the criteria, and submit required materials.

Though awarding funding at project commencement will incentivize businesses who may otherwise lack the cash flow to perform work, it does mean the program will have additional steps after approval and carries some risk. Staff will need to track project process and at close-out ensure an accounting of the project expenses matches reasonably with what was approved. A large project approved under the Recovery & Improvement Program could also extend past the end of the year, if the business owner needs to obtain quotes, permits, and landlord approval. A business could also receive funds and then not be able to sufficiently recover to remain in business for the long-term—meaning the funds may be used appropriately but not sustainably.

The LRC has considered the Recovery & Improvement Program at two of its recent meetings and discussed entering into a similar arrangement with the City as it did for the earlier grant program. However, at this time, the LRC is waiting to review the final
form of an approved program and compare funding opportunities with its other Work Plan opportunities.

FISCAL IMPACT:
The Economic Vitality Committee recommends an initial funding amount of $150,000 from the City’s General Fund. It is anticipated these program funds would be reimbursable under the CARES Act.

PROGRAM/SUB-PROGRAM IMPACT:
The Recovery & Improvement Program is related to the sub-program objective to maintain positive business relationships throughout the community and to retain a diverse mix of businesses within Louisville.

RECOMMENDATION:
Staff recommends approval of the Resolution to launch Louisville’s Recovery & Improvement Program to support businesses in their re-opening and recovery efforts.

ATTACHMENTS:
1. Resolution
2. Form of Grant Agreement
3. Recovery & Improvement Program Application (Draft)
4. Presentation

STRATEGIC PLAN IMPACT:

| ☐ | Financial Stewardship & Asset Management | ☐ | Reliable Core Services |
| ☒ | Vibrant Economic Climate | ☐ | Quality Programs & Amenities |
| ☐ | Engaged Community | ☐ | Healthy Workforce |
| ☐ | Supportive Technology | ☐ | Collaborative Regional Partner |
RESOLUTION NO. 60
SERIES 2020

A RESOLUTION APPROVING A RECOVERY AND IMPROVEMENT PROGRAM AND A FORM OF GRANT AGREEMENT

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 Novel Coronavirus 2019 (COVID-19) Pandemic is causing widespread human and economic impacts to the City of Louisville; and

WHEREAS, on March 15, 2020, the Mayor of the City of Louisville, pursuant to Chapter 2.32 of the Louisville Municipal Code and C.R.S. § 24-33.5-709, executed a Declaration of Local Disaster Emergency in and for the City of Louisville (the “Mayor’s Declaration”) in response to COVID-19; and

WHEREAS, by Resolution No. 27, Series 2020, adopted on March 16, 2020, the City Council continued in effect the Mayor’s Declaration until terminated by resolution of the City Council; and

WHEREAS, on May 18, 2020, Colorado Governor Jared Polis issued Executive Order D2020-70 Directing the Expenditure of Federal Funds pursuant to the Coronavirus Aid, Relief, and Economic Security Act of 2020 (“CARES Act”); and

WHEREAS, CARES Act funds will be distributed to Boulder County and allocated to the City and other municipalities located within Boulder County pursuant to a collaborative agreement executed between the County and the municipalities, and which funds may be used by the City to assist its local businesses with recovery efforts as set forth in the proposed Recovery and Improvement Program; and

WHEREAS, the City’s Strategic Plan includes a Vibrant Economic Climate as a key goal of the City, with a sub-program objective to attract and retain a diverse mix of businesses within the City; and

WHEREAS, the City Council finds that maintaining a balanced and stable economy is best achieved by retaining a wide variety of businesses within the City, as each contributes to the overall fabric of the City’s economy and the health, welfare, and enjoyment of its residents; and

WHEREAS, while everyone in the City has been impacted by COVID-19, the City Council finds the business community has been uniquely impacted by efforts required to slow the spread of the virus, including but not limited to social distancing restrictions, and that it would serve an important public purpose to address the inequality in the distribution of public...
burdens so that the business community does not pay more dearly than others for the restrictions put in place to protect the public health; and

WHEREAS, the City Council further finds that providing further assistance to businesses located within the City that have been impacted by COVID-19 would serve the important public purpose of stabilizing, improving and extending a valuable source of municipal revenue; and

WHEREAS, the City Council has reviewed the Recovery and Improvement Program, a copy of which accompanies this Resolution, and finds it should be approved in order to preserve the health, safely and public welfare of the City and its residents; and

WHEREAS, the City Council has also reviewed the form of the Recovery and Improvement Program Grant Agreement, a copy of which accompanies this Resolution, and finds it should be approved and the City Manager should be authorized to execute the same as set forth herein.

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

Section 1. The proposed Recovery and Improvement Program is hereby approved, with an expenditure in the amount of one hundred and fifty thousand dollars ($150,000) from the City’s general fund.

Section 2. The City Manager or her designee is authorized and directed to administer the program in accordance with its terms, including approving Program applications.

Section 3. The City Manager is authorized to execute agreements with Program grant recipients in the form of the Recovery and Improvement Program Grant Agreement that accompanies this resolution, and the City Manager is hereby further authorized to negotiate and approve such revisions to said Grant Agreement as the City Manager determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Grant Agreement are not altered.

PASSED AND ADOPTED this 11th day of August, 2020.

______________________________
Ashley Stolzmann, Mayor

ATTEST:

______________________________
Meredyth Muth, City Clerk
RECOVERY AND IMPROVEMENT PROGRAM
GRANT AGREEMENT

THIS RECOVERY AND IMPROVEMENT PROGRAM GRANT AGREEMENT (hereinafter “Grant Agreement” or “Agreement”) is made and entered into this ____ day of ______, 20__, by and between the City of Louisville, a Colorado home rule municipal corporation (hereinafter “City”) and ________________, a [insert entity type] (hereinafter “Business Owner”).

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 Novel Coronavirus 2019 (COVID-19) Pandemic is causing widespread human and economic impacts to the City of Louisville; and

WHEREAS, on March 15, 2020, the Mayor of the City of Louisville, pursuant to Chapter 2.32 of the Louisville Municipal Code and C.R.S. § 24-33.5-709, executed a Declaration of Local Disaster Emergency in and for the City of Louisville (the “Mayor’s Declaration”) in response to COVID-19; and

WHEREAS, by Resolution No. 27, Series 2020, adopted on March 16, 2020, the City Council continued in effect the Mayor’s Declaration until terminated by resolution of the City Council; and

WHEREAS, on May 18, 2020, Colorado Governor Jared Polis issued Executive Order D2020-70 Directing the Expenditure of Federal Funds pursuant to the Coronavirus Aid, Relief, and Economic Security Act of 2020 (“CARES Act”); and

WHEREAS, CARES Act funds will be distributed to Boulder County and allocated to the City and other municipalities located within Boulder County pursuant to a collaborative agreement executed between the County and the municipalities, and which funds may be used by the City to assist its local businesses with recovery efforts as set forth herein; and

WHEREAS, the City Council has taken several actions intended to help its residents and businesses with the impacts of COVID-19, including approval of an Emergency Solutions Grant Program in April 2020 to provide assistance to City businesses with immediate needs brought on by COVID-19; and

WHEREAS, the City Council finds the City’s business community is faced with more longer-term needs for building projects and improvements necessary to transform business operations as a result of the pandemic and for façade improvements to ensure commercial buildings remain vibrant and contributing to the overall economic health and wellbeing of the City into the future; and

WHEREAS, on ___________, 2020, the City Council adopted Resolution ____, Series 2020, approving the Recovery and Improvement Program and delegating to the City Manager the authority
to approve applications made pursuant to such Program and to execute Grant Agreements for the Program; and

WHEREAS, the City and Business Owner desire to enter into this Grant Agreement to define the roles and responsibilities of each of the parties regarding the receipt and use of funds and adherence to Program requirements.

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

1. AMOUNT OF GRANT; USE OF GRANT FUNDS: Following execution of this Grant Agreement, the City agrees to provide funding to Business Owner in the amount of $___________ (the “Grant”). Such amount is calculated as fifty percent (50%) of eligible Program expenses as set forth in the Program application (the “Work”), not to exceed $10,000. The City shall not make any disbursements of Grant funds unless and until the City has determined that the elements of the work for which funding is requested is in compliance with the approved Grant Application and all applicable plans, specifications, approvals and requirements. The Business Owner shall submit an IRS Form W-9 completed and signed by the Business Owner before any payment to Business Owner is issued by the City. City disbursements shall be made payable to the Business Owner and to no other party. The Business Owner is responsible for ensuring that all contractors and suppliers are paid.

2. USE OF FUNDS; DOCUMENTATION: A. Following completion of the Work, the Business Owner shall provide the City with invoices and other documents showing how funds provided to Business Owner were used to complete the Work for which Grant funding was provided. Each invoice shall contain sufficient detail regarding the elements of the Work and shall relate directly to the Work items detailed in the Program application. Business Owner shall provide true and complete copies of all related payment records, agreements and orders for labor and materials, and such other supporting documentation as the City may require.

B. Business Owner shall also document its expenditure of the full amount of the corresponding match requirement for those elements of the Work subject to matching requirements. Match requirements may not be satisfied by any work performed prior to the date of execution of this Agreement.

3. INSPECTION AND AUDIT; ERRONEOUS PAYMENT: The City and its duly authorized representatives shall have access to all books, documents, papers, electronic files and records of the Business Owner that are related to this Agreement for the purpose of making audits and examinations and determining compliance with this Agreement. The City shall have access to the originals of all such materials and may make and keep copies thereof. If the City upon audit or otherwise determines that any amount has been paid to Business Owner in error for any reason, including, but not limited to overpayments or improper payments, then such funds shall be immediately repaid to the City upon demand and the same may be collected by any appropriate method as a debt to the City. Amounts not so repaid within 15 days of demand shall bear interest at the rate of one and one-half percent from the time of demand until the date of payment.
4. **COMPLETION OF WORK:** The Business Owner will undertake the construction of the Work in a timely manner. The Business Owner has twelve months to complete the Work, which time period shall begin upon execution of this Agreement.

5. **OTHER COSTS:** Each party shall bear its own legal, accounting, overhead and administrative costs incurred in the drafting, execution or performance of this Agreement.

6. **COMPLIANCE WITH CITY ORDINANCES:** The Business Owner shall comply with all applicable City ordinances, resolutions and building codes and shall be responsible at its own expense for obtaining and complying with all building and other permits required by the City for the completion of the Work.

7. **TAX IMPLICATIONS:** The City shall disclose to the Internal Revenue Service the amount of grant funds distributed to the Business Owner in accordance with the Internal Revenue Code and shall provide to the Business Owner an IRS Form 1099 showing the amount received. The Business Owner acknowledges and understands that grant funds may constitute taxable income. The City makes no representations or warranties concerning the tax consequences to the Business Owner as a result of receiving the grant funds.

8. **FAILURE TO COMPLY; REPAYMENT TO CITY:** Business Owner acknowledges and agrees that any and all payments received from the City pursuant to this Agreement may become subject to repayment for failure to comply with the terms and conditions of this Agreement or the Grant program. If the Business Owner shall fail to comply with the terms and conditions of this Agreement or Grant program requirements, the City shall have the rights specified herein, which shall be in addition to any rights the City may have at law or in equity. If the City believes that the Business Owner has failed to comply with the terms and conditions of this Agreement or Grant program requirements, it shall provide Business Owner with written notice thereof and a reasonable opportunity to cure such failure. If the City is unsatisfied with Business Owner’s cure of any such failure, it may upon written notice to Business Owner terminate the Business Owner’s right to Grant payments or suspend further Grant payments until such failure is cured, and may require repayment of any Grant funds spent in violation of this Agreement or Grant program requirements. Any termination or suspension of Grant payments pursuant to this section shall be effective upon the date of written notice provided by the City.

9. **NOTICE:** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

   City: [Insert Name of Business Owner]
   Attn: City Manager
   749 Main Street
   Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery or upon mailing.
10. ENTIRE AGREEMENT; AMENDMENTS: This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon and inure to the benefit of the respective successors and assigns of said parties. This Agreement may be amended only by written agreement approved by both parties.

11. NO JOINT VENTURE OR PARTNERSHIP: Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and the Business Owner with respect to the Work, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any party hereto to act as an agent of the other party hereto for any purpose.

12. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

13. NO LIABILITY; NO WAIVER OF IMMUNITY: The City shall in no manner be liable to the Business Owner or any other person for any monies expended or liabilities incurred by the Business Owner in connection with the Grant program, whether or not the Business Owner is actually paid any funds from the Grant program. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

14. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be considered to be an incidental beneficiary only.

15. ASSIGNMENT: This Agreement may not be assigned by the Business Owner without the prior written consent of the City, which consent may be given or withheld in the City’s sole discretion.

16. INDEMNIFICATION: The Business Owner shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Business Owner, its officers, employees, contractors, agents, representatives or other persons acting under the Business Owner’s direction or control in performing or failing to perform any obligation of Business Owner under this Agreement or in any matter related to completion of the Work. To the fullest extent allowed by law, the Business Owner will indemnify and hold harmless the City, its elected and appointed officials, and its employees, agents and representatives (the “indemnified parties”), from any and all liability, claims, demands, liens, claims on funds, actions, damages, losses, judgments, costs or expenses, including but not limited to attorney fees, which may be made or brought or which may result against any of the indemnified
parties as a result or on account of the actions or omissions of the Business Owner, its officers, employees, contractors, agents or representatives, or other persons acting under the Business Owner’s direction or control in any manner related to this Agreement or completion of the Work.

17. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES:** Business Owner acknowledges and agrees that all payment obligations under this Agreement are current expenditures of the City, payable in the fiscal year for which funds are appropriated for the payment thereof. The City’s obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.

18. **LEGAL CHALLENGE; ESCROW:** The City shall have no obligation to make any grant payment hereunder during the pendency of any legal challenge to this Agreement. 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.

19. **TERMINATION:** Unless sooner terminated as provided herein, this Agreement shall terminate and become void and of no force or effect upon the City if Business Owner has not completed the Work in compliance herewith by the date described in paragraph 4. Business Owner shall be obligated to repay the City grant funds received for any Work not completed as of the date of termination of this Agreement.

20. **NON-WAIVER:** Waiver by the City or the Business Owner of any breach of any term or provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be duly executed this _____ day of __________________________, 2020.

**BUSINESS OWNER:**
[Insert Business Owner Name]

_______________________________
By: ____________________________
Title: ___________________________
CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: __________________________________
    Heather Balser, City Manager
Recovery & Improvement Program Application

The COVID-19 pandemic has had significant adverse economic impacts on the Louisville business community. Louisville’s Recovery & Improvement Program is focused on assisting businesses that have suffered economic injury to stabilize and improve operations during this forthcoming recovery phase.

The City Council has authorized $150,000 of funding to be directed to the Recovery & Improvement Program. The program is anticipated to run through December 31, 2020, but may end earlier if program funds have been spent. Eligible businesses may apply for 50% matching funds for projects that meet the Program Criteria; the maximum City funding for an individual project is $10,000. Each eligible business may only receive one funded project under this program. Only projects that have not been completed or previously paid-for will be considered. Program Eligibility and Program Criteria are outlined below.

Applications will be reviewed on a first-come, first-serve basis. Staff will review and approve applications until all funding has been allocated. To process applications efficiently, it is important for applicants to supply complete information. All applicants who are approved for funding will need to sign an agreement with the City—pledging to pay the remaining 50% of the project cost, and to submit documentation showing paid expenses at project completion.

Submitting an application is not a guarantee of a project award, and the City may terminate the Recovery & Improvement Program at any time, for any reason. Prior to submitting an application, you should also ensure you have permission from your landlord if you propose to make any physical changes to your business space. A program application also does not substitute for permit approvals that may be required. You should consult with the Planning and Building Safety Department if you believe your project may require a permit: 303-335-4584 and building@louisvilleco.gov.

Please note that only complete applications will be reviewed.

Program Eligibility (you must meet all eligibility factors in order to apply)

☐ Brick-and-mortar business, currently licensed within the City of Louisville

☐ In operation as of March 10, 2020 (Governor’s State of Emergency Declaration)

☐ Current on all City accounts as of date of application (Sales Tax, Use Tax, Lodging Tax, and all Utility accounts, if applicable)

**Required Documentation**

☐ Complete and signed application

☐ W-9 (this allows the City to process a check if your program application is approved)
Recovery & Improvement Program Application

Privacy Note

All applications will become property of the City of Louisville, and all applications are subject to the Colorado Open Records Act, C.R.S. § 24-6-200.1, *et seq.*, provided that the City will use reasonable efforts to maintain the confidentiality of any confidential financial information submitted, as permitted by law.

Applicant/Business Information

First Name:     Last Name:
Phone Number:
Email Address:
Business Name:
Business Address, Street:
Business Address, City, State, and Zip Code:
Business Phone Number:

Program Criteria

Please describe the specific type and amount of economic injury you have experienced as a result of the COVID-19 pandemic:

What was your Sales or Use Tax Remittance in April 2019 compared to April 2020?

A proposed project must meet at least one of the following criteria. Please select the box or boxes that most closely match the project for which you are applying for funding:

- Project provides for restructuring, retooling, or implementing best practices in a business operation, consistent with public health guidance for physical distancing or sanitation.
  
  Project examples include installing plexiglass or new fixtures to separate customers and staff, purchasing sanitation stations, or enhancing indoor ventilation systems.

- Project enhances the exterior appearance of the building façade with improvements such as painting, awnings, and permanent signage.
  
  Project examples include exterior paint, installation of new awnings, creating and installing permanent signage (temporary signage is not eligible), or developing a public art project to increase vibrancy.
Recovery & Improvement Program Application

□ Project allows business to purchase new interior or exterior furniture and fixtures to accommodate appropriate physical distancing.

Project examples include new outdoor seating due to limited indoor capacity, outdoor space canopies/umbrellas, fixtures that allow you to alter interior space for one-way traffic and physical distancing, or furniture that eliminates communal style seating or self-service/buffet options.

□ Project improves the physical tenant or building space to accommodate operational, service, or infrastructure changes.

Project examples include creation of a take-out window or an outdoor patio or contracting to install solar panels to reduce utility costs.

□ Project supports a collaboration between two or more Louisville businesses seeking to offer a unique product or community service.

Proposed Project

Please describe your proposed project, as well as how it aligns with the selected Program Criteria:

Please describe how this project will specifically contribute to your business recovering from the COVID-19 pandemic and being sustainable in the future:

What is the estimated project cost?

- If the proposed project is less than $5,000 in total cost, please provide one quote or bid.
- If the proposed project is over $5,000, please provide at least two quotes or bids. If you have selected the higher cost option, please provide a justification.

Has any part of this project already been completed or paid for? If so, please describe.

Are you able to pledge 50% of the estimated project cost to match the City’s contribution?

□ Yes □ No

Acknowledgements/Signature

Please check each statement acknowledging that you have read and affirm the information you have submitted within this application is true and accurate to the best of your knowledge.

□ Business meets Program Eligibility and Criteria, as outlined above.
Recovery & Improvement Program Application

☐ Business has experienced a significant decline in revenue as a result of the COVID-19 pandemic.

☐ Business is in good standing with the City of Louisville with respect to taxes and fees; and is in good standing with the County, State, and Federal governments.

☐ As of March 10, 2020, business is not subject to an administrative order, civil lien, or civil judgment held by or on behalf of any federal, state, county, or municipal government; political subdivision; or special district; or criminal restitution order.

☐ Any program monies received will be used on the described project-related expenses in Louisville. If approved for funding, the applicant will be required to sign an agreement with the City of Louisville—pledging matching funds—and to submit proof of expenses at project completion.

Business Signature:

Business Signature Title:

Date:

Questions/Contact

Megan E. Pierce, Economic Vitality Director- City of Louisville

mpierce@louisvilleco.gov or 303-335-4531
Louisville’s Recovery & Improvement Program

Megan E. Pierce
Economic Vitality Director
August 11, 2020

PROPOSED PROGRAM

FOCUSED ON EXISTING BUSINESS RETENTION AND RECOVERY FROM THE COVID-19 PANDEMIC
Overview

• Developed with Economic Vitality Committee in conjunction with Louisville Revitalization Commission
• Focus on a design to make investments in our local business community as they attempt to recover and stabilize
• Developed components:
  – Eligibility and Program Criteria
  – Process
  – Proposed Funding

Eligibility

• Actively licensed, brick-and-mortar businesses within City of Louisville
• In operation as of March 10, 2020
• Current on all City accounts
• One approved program project per business
• Only future projects may be submitted for consideration
Program Criteria

• Project provides for restructuring, retooling, or implementing best practices in a business operation, consistent with public health guidance for physical distancing or sanitation.
• Project enhances the exterior appearance of the building façade with improvements such as painting, awnings, and permanent signage.
• Project allows business to purchase new interior or exterior furniture and fixtures to accommodate appropriate physical distancing.
• Project improves the physical tenant or building space to accommodate operational, service, or infrastructure changes.
• Project supports a collaboration between two or more Louisville businesses seeking to offer a unique product or community service.

Process

• Complete application, including any submittals on project costs, designs, or bids
• Rolling application period, beginning in early September after several weeks of promotion
• Administrative review and approval
• Required agreement between City and applicant
• Verification and expense accounting at project close-out
Funding

- EVC recommends initial program funding of $150,000
- 50/50 grants, with awards up to $10,000
  - Applicant must pledge remaining 50%
- Program would run through December 31, 2020, but could expire sooner if all funding is allocated
- Anticipated program would be reimbursable under City’s CARES Act funding

Recommendation

Approve Louisville’s Recovery & Improvement Program to assist local businesses in recovering and stabilizing from the COVID-19 pandemic.