

# ***Louisville Revitalization Commission***

**Wednesday, February 12, 2020  
Library Meeting Room  
951 Spruce Street, Louisville, CO 80027  
8:00 AM**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of January 13, 2020 Meeting Minutes
- V. Public Comments on Items Not on the Agenda (Limit to 3 Minutes)
- VI. Reports of Commission
- VII. Business Matters of Commission
  - a. Discussion/Direction- 824 South Street Application for Urban Renewal Assistance
  - b. Discussion- LRC Goals and 2020 Work Plan
  - c. Discussion- Fee or Cost Sharing for TIF Assistance Analysis
  - d. Discussion- TIF Funding Projections
- VIII. Items for Next Regular Meeting: March 11, 2020 @ Arts Center
  - a. Property Tax TIF Revenue Sharing (tentative, final approval)
  - b. Highway 42 Plan Review and DELO Update
  - c. City 2021/2022 Budget
  - d. Joint Meeting with City Council Scheduled for April 14, 2020 @ 5:30 PM
- IX. Commissioners' Comments
- X. Adjourn

# ***Louisville Revitalization Commission***

## ***Minutes***

**Monday, January 13, 2020  
Louisville Public Library  
Library Conference Room  
951 Spruce Street (NW entrance)**

**Call to Order** – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present: Chair Steve Fisher  
Rich Bradfield  
Mark Gambale  
Alex Gorsevski  
Council member Jeff Lipton  
Bob Tofte

Staff Present: Heather Balsler, City Manager  
Megan Pierce, Economic Vitality Director  
Rob Zuccaro, Planning and Building Safety Director  
Kathleen Kelly, Attorney to the City of Louisville  
Dawn Burgess, Executive Administrator

Others Present: Mike Kranzdorf, Chris Schmidt, Chief John Willson

### **Approval of Agenda**

Approved as presented

### **Approval of December 9, 2019 Minutes:**

Approved as presented

### **Public Comments on Items Not on the Agenda**

### **Reports of Commission**

None

**Business Matters of Commission**

- **2020 Open Governments and Ethics Handbook**

Economic Vitality Director Megan Pierce asked LRC commissioners to review the 2020 Open Governments and Ethics Handbook included in the packet.

- **Approve 2020 Posting Notices of Public Meetings**

The LRC approved the following for posting notices of public meetings:

- Website
- Recreation/Senior Center
- Library
- City Hall
- Police Department

- **Election of Officers**

The LRC unanimously elected the following to serve as officers of the LRC for 2020:

Steve Fisher, Chair  
Alexis Adler, Co-Chair  
Alex Gorsevski, Secretary

- **Approve Meeting Date and Time for 2020**

There was discussion of meeting preferences. The LRC approved meeting on the second Wednesday of each month at 8:00 am starting in February 2020.

- **Discussion/Direction for Agreement Regarding Property Tax TIF Revenue Sharing, Highway 42 Revitalization Area**

In September of 2019, the LRC approved a TIF revenue sharing agreement with the Louisville Fire Protection District (LFPD.) The LRC forwarded the agreement to Council for consideration. Council opted to wait until after the November 2019 ballot issues were decided. The agreement, with revisions since the September approval, is included in the packet.

The agreement proposes the LRC would provide the District 25% of TIF revenues generated by the 6.686 mill levy and 100% of TIF revenues generated by the recently approved 3.900 mill levy.

Council member Lipton asked if the money is needed by the LFPD seeing that the voters approved the mill. Chief Willson stated that in the past 10 years there has been a 160% increase in call volume. This has resulted in a decreased response time. The District determined a second engine crew was needed. 80% of the LFPD revenue comes from property taxes. The Chief stated the District's goal was not to seek another mill levy increase for 10 years, and therefore they are requesting the revenue sharing on both mill levies.

Commissioner Bradfield asked about the mill levy comparison in the packet and asked where the LFPD would be without the mill increase. Chief Willson said they thought they would get what they needed going to voters. City Manager Balser said that the LRC did agree to fund the agreement prior to the November ballot. She said most urban renewal authorities have relationships with their special districts. Under new legislation, the LRC would be required to share revenues with other taxing agencies for new mill levy increases. Commissioner Bradfield said he sees a commission that spends money on small potatoes, rather than larger vision. He said he sees a pressing need of fire department. Projecting the total value of the revenue sharing, Commissioner Bradfield asked Chief Willson what the LFPD will do with \$1 million over 10 years. Chief Willson said it will help the LFPD keep people by paying them competitively, replace equipment, keep the station operating efficiently, add staff, and add equipment.

Commissioner Tofte said it is not fair to not have the LFPD share in TIF. Chair Fisher likes the proposed agreement and thinks it is a good use of money. Commissioner Gambale can appreciate how expensive equipment is and training. He has experience with EMS and is appreciative of the request. Commissioner Bradfield is generally supportive and wants to have a plan for money.

The agreement states that the first payment will be made early next year, so the LRC can further discuss the District's detailed plans for funding.

City Council member Lipton made a motion to approve the agreement and forward it to City Council based on additional clarity of how money will be spent specific to the Urban Renewal area and improving the safety of district.

Chair Fisher seconded the motion.  
All in favor.

- **Discussion of LRC 2020 Work Plan Draft**

Economic Vitality Director Megan Pierce did brainstorming of ideas with the LRC. She took the feedback and compiled into format to facilitate discussion.

Re: Village Square. Commissioner Gorsevski would prefer to not give money to an owner who does not invest in the property. Council member Lipton said we need to connect with ownership and there are multiple owners. This would be a good use of staff time. Pierce said she can reach out to property owners. Commissioner Bradfield said a sidewalk extension in that area would be helpful. That sidewalk stretch is bad. Would be better for Village Square if pedestrian access were improved. Council member Lipton said street lighting should be looked at. Night lighting in the area is poor.

Commissioner Tofte suggested extending the sidewalk on the south side of Griffith, near the train tracks, though this may be tied to the quiet zone. Council member Lipton said that at Empire Road over 42 there is no button to push for pedestrian/bike crossing. City Manager Balser said sometimes there is an issue as to what is private infrastructure vs public improvements.

Commissioner Bradfield wants to maintain focus on Hwy 42. We've invested a lot there.

Commissioner Tofte suggested the LRC take notes, work on prioritizing a list, keep the work plan discussion on the agenda and continue to discuss. City Manager Balser said Council is starting on budget. Items can be added to budget with LRC assistance.

Council member Lipton said it is hard to prioritize without knowing what our 3 – 5 year goals are. What do we want to focus on? Commissioner Bradfield said the overarching goal is to improve the district.

The draft matrix can be revised to include goals and refine areas of focus. Council member Lipton would like to eliminate Parcel O discussion.

Commissioner Gambale agrees that we need to engage property owners. What are their unmet needs that we can help with? That way we are not assuming things. Commissioner Gorsevski said a lot of this has to do with connectivity.

Council member Lipton feels a joint meeting with DBA and BRaD would not be productive. He noted that City Council has a new group working on Economic Vitality strategy. It is important for us to be on same page. This should be added to list. City Manager Balser said the committee will be putting specific goals and strategies in place. Those items will go to Council. The committee is comprised of Mayor Stolzmann, Council member Maloney and Council member Dickinson. Meetings will be noticed.

Council member Lipton asked if staff can provide Council discussion points from retreat with Stan Zemler from last summer.

Director Pierce will reorganize and develop some language around goals and continue to put on agenda.

- **Discussion of Joint Meeting with City Council scheduled for February 11, 2020 at 5:30 pm**

Typically do recap of what has been done in past year or two. Goals and priorities. Discussion of what you would like to discuss with Council. Chair Fisher would like to hear from Council how LRC is perceived. Commissioner Bradfield would like to talk about goals and alignment. Commissioner Gambale

said it is good to see Mayor Stolzmann's and Council member Dickinson's high level vision since they are new to their roles. Commission requested staff seek an alternate date so there was more time to prepare for the discussion, based on goals and their work plan.

- **Items for Next Regular Meeting February 12, 2020**

Long term TIF Funding Projections

DeLo Update – DeLo Flats PUD has been extended

Property Tax TIF Revenue Sharing (tentative, final approval)

824 S. Street Assistance (tentative) – SRU for hotel. They may ask for infrastructure improvements

Fee for TIF application review

**Commissioners Comments:**

Latest on Nawatny Ridge? Tours still occurring – boards. A community meeting Thursday, January 16<sup>th</sup>. GDP may be March or April. Staff will let LRC know when they learn of more tours.

**Adjourn:** The meeting adjourned at 8:56 am

**SUBJECT: DISCUSSION/DIRECTION – APPLICATION FOR ASSISTANCE FOR 824 SOUTH, INC. FOR 957 MAIN STREET / 824 SOUTH STREET**

**DATE: FEBRUARY 12, 2020**

**PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR**

**SUMMARY:**

824 South, Inc. is the applicant for a rehabilitation and new construction project located at 957 Main Street / 824 South Street in downtown Louisville. The project includes rehabilitation and renovation of an existing single family residential structure for commercial and/or hotel use, as well as construction of a new structure to adjoin the residential home. It is anticipated the new structure would be occupied by retail, restaurant or small café, potential boutique hotel, and/or office space. The project includes 10,847 of rentable square footage—approximately 2,137 square feet is part of the existing house.

Staff has reviewed the application and is seeking direction whether to prepare a redevelopment agreement for assistance with 824 South, Inc. The agreement would need to be acted upon by LRC at a future meeting, approved by City Council, and finally approved by LRC.

**BACKGROUND:**

The subject project, located at the southwest corner of Main Street and South Street, has an existing residential structure at the rear of the property, close to the alley. The rest of the lot was previously undeveloped and served as the residence's yard. An original Planned Unit Development (PUD) and Special Review Use (SRU) was approved in 2016 to allow construction of a new two-story commercial structure in the front portion of the lot and keep the residential structure. The property was sold in 2018 to the current owner, who then received approval of a SRU and PUD Amendment that expanded the area for outdoor sales and dining and made modifications to the exterior of the structure. A building permit was issued in November 2019. Additionally, in January 2020, the applicant received approval of a SRU to allow for a hotel use on the property, either the first and/or second floor, along with incidental commercial uses (lobby or café area).

Not including the land purchase and holding costs, the redevelopment of this site has a cost in the range of \$4.313 to \$4.443 million. 824 South, Inc. is requesting assistance for public infrastructure improvements and utilities, as planned site work includes reconstruction of sidewalks, curb and gutter, alley drive pan, and on-site patio areas, in addition to removing and replacing inadequate utilities and converting parallel parking along South Street to angled spaces.

As reflected in the attached materials, the applicant is seeking \$261,742 in assistance for improvements.

**DISCUSSION:**

The LRC generally reviews applications for public infrastructure improvement assistance against three goals:

- Removal of blight factors;
- Positive effect on property values; and
- Advancement of the Urban Renewal Area (URA).

The following analysis of the project in relation to the goals does not detail the planning related components, since the project has already received its PUD and SRU approvals and construction is underway. There is a time sensitivity to the LRC's consideration of assistance, since the project would envision constructing ROW and utility improvements early in the spring.

*Removal of Blight Factors:*

The 2006 Louisville Highway 42 Revitalization Area Conditions survey identified properties that contributed to the blight conditions present in the area, as follows:

- a. Deteriorating Structures
- b. Faulty Street Layout
- c. Faulty Lots
- d. Unsanitary/unsafe Conditions
- e. Deteriorating Site or other improvements
- f. Unusual Topography or Inadequate Public Improvements
- h. Danger to Life or Property from Fire or Other Causes
- k.5 High Service Requirements or Site Underutilization

The Conditions Survey identified 824 South Street contributing to two of the identified blight factors: (A) Deteriorating structures and (F) Unusual topography or inadequate public improvements. During the Conditions Survey, this was an aging single family residential home; it was also noted the property had unusualness or inadequacy in the street pavement and overhead utilities.

The application for 824 South, Inc. identified eight of the eleven blighting factors they believed to be present at the property. Outside of the two identified in the 2006 Conditions Survey, they site:

- (C) Existing structure is located on west side of lot, away from Main Street, with fenced yard on this important commercial corner.
- (D) 2-3 Underground structures used as cisterns, grease traps or wells. Sanitary sewer is connected to the neighboring property.
- (E) Existing sidewalk and alley drive pan are deteriorated and in need of repair.
- (H) Existing building does not have fire sprinklers and is not adequate for commercial use in current state.

- (I) Residential structure is in poor repair with failing foundation walls, inadequate wood framing, and failing stucco and roof.
- (J) House had asbestos and mold that required mitigation.

Staff concurs with the presentation and description of blight factors, except as related to Factor H. Since it exists as a residential structure currently, it would not have required fire sprinklers and therefore did not pose a higher risk of fire.

*Positive Effect on Property Values:*

The project when completed will have significant positive impact on property value. It is currently valued only as a single family residential structure. According to Boulder County property records, the building's current value is \$549,000, with an assessed value of \$39,254. The property tax estimate is \$3,621.26.

Given the land cost and estimated construction costs, as well as the re-valuation of the property as "commercial," this redevelopment will have an overall positive effective on property values in the URA.

*Advancement of the URA:*

The 2006 Highway 42 Urban Renewal Plan's purpose is described as follows:

*The purpose of the Highway 42 Revitalization Area Urban Renewal Plan is to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout downtown. In particular, this Urban Renewal Plan is intended to promote local objectives with respect to appropriate land uses, private investment and public improvements provided that the delineation of such objectives shall not be construed to require that any particular project necessarily promote all such objectives. Specifically, the Plan promotes an environment which allows for a range of uses and product types which can respond to market conditions over time; further the goals and objectives of the Louisville Comprehensive Plan, Highway 42 Framework Plan and any other relevant policy document; and, leverage the community's investment in public improvement projects in the Area.*

*While the principal goal of the urban renewal effort is, as required by the Act, to afford maximum opportunity, consistent with the sound needs of the City of Louisville (the "City") as a whole to redevelop and rehabilitate the Area by private enterprise, it is not intended to replace the efforts of area business development or marketing organizations.*

*The rehabilitation and redevelopment of properties within the Urban Renewal Area will be accomplished through the improvement of existing structures and infrastructure, attraction of new investment and reinvestment, and prevention of*

*deterioration of properties in the Area. The effort will involve the Commission and City with participation and cooperation by the private sector.*

The Plan's purpose clearly states the desire eliminate blight and to stimulate growth and reinvestment. This project would be a significant reinvestment in downtown of over \$4.3 million and would also bring new retail and restaurant opportunities. The potential boutique hotel would also bring a use that does not currently exist in downtown.

The Highway 42 Urban Renewal Plan also includes Development and Design Objectives as follows:

*The development objectives for the Urban Renewal Area include establishment of a variety of uses that will allow projects to respond to changing market conditions. Proposed land uses within the Urban Renewal Area include commercial, office, residential, commuter, public, and parking. Design objectives for the Urban Renewal Area also promote flexibility, adaptability to a range of uses and product types and consistency with prevailing market conditions. Other objectives include:*

- a) Eliminate and prevent blight*
- b) Improve relationship between this area and surrounding areas (neighborhoods, downtown, open space)*
- c) Increase property values*
- d) Provide uses supportive of and complementary to planned improvements (transit)*
- e) Encourage a mix of uses and/or mixed-use projects*
- f) Promote a variety of products to address multiple income segments*
- g) Provide ease of vehicular and pedestrian circulation and improve connections*
- h) Encourage continued presence of businesses consistent with the plan vision*
- i) Provide a range of financing mechanisms for private property re-investment and investment*
- j) Mitigate impacts from future transportation improvements*
- k) Encourage public-private partnerships to implement the plan*
- l) Adjust parking ratios to reflect future densities*
- m) Encourage shared parking among projects in area*
- n) Develop higher design standards including flexible lighting and signage standards*
- o) Landscape streetscapes to unify uses and plan components*

From Staff's review, the proposed project meets many Objectives, as outlined below:

- Addresses seven blighting factors;
- Enhances downtown with additional commercial space;
- Raises future property values well above current level;

- Provides space for multiple small businesses and diverse use types;
- Enhances the pedestrian connectivity through new sidewalks and streetscape features;
- Acts as a public-private partnership for the LRC; and
- Meets the Downtown Design Guidelines.

Staff finds the Terraces on Main project meets the intent of the Highway 42 Urban Renewal Plan and advances its goals.

**RECOMMENDATION:**

Staff finds that the 824 South, Inc. proposed project advances the goals of the Highway 42 Urban Renewal Plan and satisfies the LRC's goals for assistance. We recommend the LRC instruct us to prepare a redevelopment agreement with 824 South, Inc. to assist in the public infrastructure and utility work for the property at 957 Main / 824 South Street.

Barbie Iglesias (owner) and Erik Hartronft (architect and representative) will be present at the LRC meeting for the discussion of the project application.

The applicant has also inquired as to whether the process can be expedited in order to present a potential agreement to City Council at the March 3 regular meeting. If desired, the LRC should also identify a time for a special meeting to review the draft redevelopment agreement.

**ATTACHMENTS:**

- 824 South, Inc. Application for Assistance

# Louisville Revitalization Commission

## Application for Urban Renewal Assistance

The Louisville Revitalization Commission (LRC) is the Urban Renewal Authority within the City of Louisville, Colorado. The LRC's mission includes carrying out the Highway 42 Revitalization Area Urban Renewal Plan (Plan) which was adopted in December 2006.

The purpose of the Plan is to stimulate growth and reinvestment in the Urban Renewal Area (URA), on surrounding blocks and throughout downtown and reduce, eliminate and prevent the spread of blight in the URA. A map of the URA is attached hereto as Attachment A. The LRC has the authority to collect the incremental property taxes from improvements in the area to provide assistance to projects that eliminate the blighting factors identified when the URA was formed.

It is the intent of the LRC to provide assistance to stimulate private investment in cooperation with property owners and other affected parties in order to accomplish the objectives of the Plan. Public-private partnerships and other forms of cooperative development will be critical to the LRC's strategy for stimulating growth and reinvestment and preventing the spread of blight and eliminating the blighting conditions.

The LRC will consider assistance on projects that address the blighting conditions present in the URA, as well as provide economic growth for the community. To be considered for assistance, projects must address several of the objectives outlined in the Plan. Those objectives are as follows:

- A. Eliminate and prevent blight
- B. Improve relationship between the URA and surrounding areas
- C. Increase property values
- D. Provide uses supportive of and complementary to planned improvements
- E. Encourage a mix of uses and/or mixed-use projects
- F. Promote a variety of products to address multiple income segments
- G. Provide ease of vehicular and pedestrian circulation and improve connections
- H. Encourage continued presence of businesses consistent with the plan vision
- I. Provide a range of financing mechanisms for private property re-investment and investment
- J. Mitigate impacts from future transportation improvements
- K. Encourage public-private partnerships to implement the plan
- L. Adjust parking ratios to reflect future densities
- M. Encourage shared parking among projects in area
- N. Develop higher design standards including flexible lighting and signage standards
- O. Landscape streetscapes to unify uses and plan components

Projects will be evaluated on several factors including, but not limited to:

1. The ability to stimulate growth and reinvestment in the URA
2. The elimination or prevention of blight in the URA

3. The magnitude of positive effect caused by the project.
4. The need for public assistance to complete the project
5. The economic benefits to the community from the project
6. The effect of the project on surrounding property
7. The increase in property value created from the project

Assistance is generally provided to projects for public infrastructure improvements needed to facilitate the revitalization of property within the Urban Renewal Area. Typical public infrastructure investments may include but are not limited to unifying streetscape elements, improving access and circulation, improving streets and parks, providing for railroad corridor improvements and grade separation, providing for parking, completing utilities.

Parties interested in assistance from the LRC must complete an Application for Assistance (Attachment B). The LRC may ask the applicant for additional information after an initial review, as each project is unique. This application is not an offer to contract and the submission of an application confers no rights, duties or entitlements to any party. The provision of assistance is at the sole discretion of the LRC, and the LRC reserves the right to reject or approve requests for assistance on a case-by-case basis. Meeting LRC objectives or policies does not assure any award of assistance, and decisions concerning one project do not set any precedent with respect to any other project.

Assistance is provided only through a Development Agreement between and signed by the LRC and applicant. The Development Agreement must also be approved by the Louisville City Council.

All development in the URA must conform to the City's Comprehensive Plan, zoning code, building codes, applicable design standards and any site-specific zoning for the subject properties, all as in effect and as may be amended from time to time.

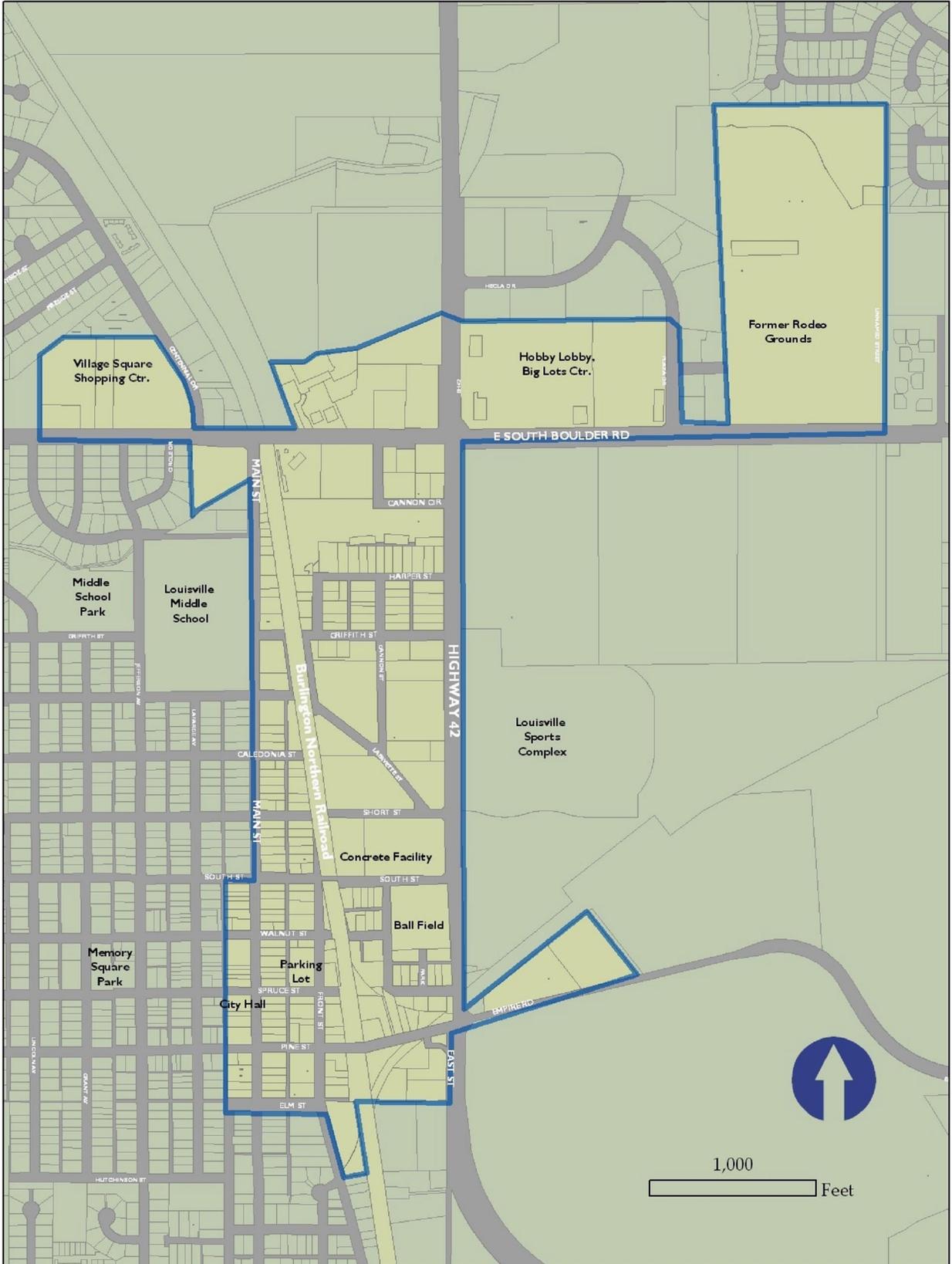
Parties interested in obtaining assistance from the LRC must complete the Application for Assistance which is attached as Attachment B. Questions regarding the application or process may be directed to:

Louisville Economic Development  
Aaron M. DeJong  
749 Main Street  
Louisville, CO 80027  
Phone: (303) 335-4531  
Email: [aarond@louisvilleco.gov](mailto:aarond@louisvilleco.gov)

Thank you for your interest in assistance from the Louisville Revitalization Commission.

Attachment A  
Urban Renewal Area

# City of Louisville - Highway 42 Urban Renewal Area



Attachment B  
Application for Assistance

# Louisville Revitalization Commission

## Application for Assistance

Parties interested in assistance from the Louisville Revitalization Commission must provide the following information to be considered.

Project Name: 957 Main Street / 824 South Street Redevelopment

Applicant Name: 824 South, Inc.

Main Contact: Barbie Iglesias (with copy to Erik Hartronft)

Address: 5718 Westheimer, Suite 1806, Houston, Tx 77057

Phone: 720-891-1580 Email: baigles@outlook.com & erik@hapcdesign.com

Project Location: 957 Main Street / 824 South Street

Name, Address & Phone of Property Owner of Project Location (if different than Applicant): \_\_\_\_\_

Summary of Project: Project includes renovation & rehabilitation of existing residential structure for commercial and/or hotel use and construction of new structure adjoining the existing structure with parking accessed from the alley. The anticipated uses include retail, restaurant or small cafe, potential boutique hotel and/or office space. The total above grade commercial space is 8,348gsf with 3,270gsf of basement space. Sitework includes reconstruction of sidewalks, curb and gutter, alley drive pan, and on-site patio areas for outdoor seating, as well as utility work necessary for the new development. The City desires to extend the downtown streetscape including brick paving, street trees in tree grates and decorative street lights to extend west on South Street to the alley adjacent to the project. The applicant has also proposed angled parking on South Street to increase public parking in the area.

Estimated Total Cost of Project: \$4.31 - \$4.44 Million (not including land and holding costs)  
\$3,139,956 Core and Shell Construction + \$520k to \$650k Estimated Tenant Improvements  
+ \$653,748 City Fees and Professional Fees = \$4,313,704 to \$4,443,704 Plus Land Cost

Summary of Request for Assistance: Applicant is seeking assistance for work in the public Right of Way, generally including sidewalks, curb and gutter, alley pan, brick paving accents, street trees in tree grates, decorative street lights, cut and patch street and alley for utilities and extend adequate utilities to the site including water, sanitary sewer and storm sewer, including removing existing non-conforming utilities and provide adequate power & gas from offsite.

Estimated Assistance Request:

\$ 205,462 Construction Cost (Breakdown of construction costs is attached)

\$ 18,780 Soft Costs (Professional Fees + \$4,000 Estimated city taxes & fees)

\$ 25,000 Estimated Xcel Cost - Pole relocate, Extend 3-phase power, etc.

\$ 12,500 Contingency @ 5%

\$ 261,742 Total Estimated Cost

Additional Items to be submitted as Attachments:

- 1) Detailed description of the Project with supporting visuals (i.e. plans, designs).
- 2) Applicant's experience with similar projects, if applicable.
- 3) Detailed description of the request for assistance from the Urban Renewal Authority.
- 4) Description of the community benefits resulting from the Project, including the blight conditions the project will address (complete Attachment C with description).
- 5) Discussion of how the project improves the project property and neighboring properties.
- 6) Financials for the project. Applicant must provide a 10-year proforma for the project, a Sources and Uses Budget for the entire project, and assumptions for retail sales and assessed value of the Project for residential and commercial uses by year. (not required if requested assistance is only for public infrastructure)
- 7) Timeframe of implementation of the Project
- 8) Discussion of Project risks.

Applicant Signature: 

Name: Barbie Iglesias, 824 South, Inc.

Date: 2/3/2020

\*Submitted applications and attachments are public documents and the information provided will be provided to and used by public entities to evaluate and describe the project.

Attachment C  
Blight Conditions

# Louisville Revitalization Commission

## Blight Conditions Description for Project

Project Name: 957 Main Street / 824 South Street Redevelopment

Please provide a short description of how the project addresses the following blight conditions identified in the Urban Renewal Area.

a) Slum, deteriorated, or deteriorating structures;	The existing residential structure on the property is in poor repair with failing foundation walls, inadequate wood framing and failing stucco and roof. Rehabilitation planned for converting this structure for commercial use & remedy this.
b) Predominance of defective or inadequate street layout;	N/A
c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;	Existing structure is located on west side of lot, away from Main Street, with a fenced yard on this important commercial corner. The new building will address this shortcoming.
d) Unsanitary or unsafe conditions;	There are 2-3 underground structures used as cisterns, grease traps or wells in the past and the sanitary sewer is connected to the neighboring property. These conditions will be removed/remedied with this redevelopment.
e) Deterioration of site or other improvements;	Existing sidewalk and alley drive pan are deteriorated and in need of repair. This project will replace these public amenities and remove an old driveway curb cut.
f) Unusual topography or inadequate public improvements or utilities;	Existing Xcel service lines in the alley do not provide the required 3-phase power to this area of downtown. It is necessary to extend Xcel service lines from the south to the north end of the alley, which will also benefit other properties.
g) Defective or unusual conditions of title rendering the title nonmarketable;	N/A
h) The existence of conditions that endanger life or property by fire or other causes;	Existing building does not have fire sprinklers and is not adequate for commercial uses in its current state.
i) Buildings that are unsafe or unhealthy for persons to live or work	(See a. above)
j) Environmental contamination of buildings or property;	The existing house had asbestos and mold in various areas which has been mitigated by the new property owner.
k.5) The existence of health, safety, or welfare factors requiring high levels of services	N/A

# Louisville Revitalization Commission

Application for Assistance  
Additional Information - Attachments 1-8

## **957 Main Street - 824 South Street Redevelopment Owner: 824 South, Inc.**

Application Dated: January 28, 2020

### **1) Detailed description of the Project with supporting visuals (i.e. plans, designs).**

See attached approved PUD, dated 9/4/19 indicating the general project intent, building and site design, etc. Please refer to attached drawing '824 South-streetscape\_121919.pdf' for updated streetscape design included in this request.

Project includes renovation & rehabilitation of a small existing residential structure for commercial and/or hotel use and construction of new structure adjoining the existing structure with parking accessed from the alley. The potential uses include retail, restaurant or small cafe, potential boutique hotel and/or office space. The total above grade commercial space is 8,348gsf with 3,270gsf of basement space. Sitework includes reconstruction of sidewalks, curb and gutter, alley drive pan, and on-site patio areas for outdoor seating, as well as utility work necessary for the new development. The City desires to extend the downtown streetscape including brick paving, street trees in tree grates and decorative street lights to extend west on South Street to the alley adjacent to the project. The applicant has also proposed angled parking on South Street to increase public parking in the area.

### **2) Applicant's experience with similar projects, if applicable.**

The Applicants have owned and managed various properties and accomplished real estate developments in Austin County Texas and Charlotte County Florida which included Coral Cove, a very successful residential development. The Applicants are Louisville/Boulder County residents. Assisting the Applicant with this project is architect and planner, Erik Hartronft who has owned and redeveloped properties in Louisville, notably the State Mercantile Building and the Louisville Grain Elevator, and has also been involved with many other similar private developments in Louisville and across the front range of Colorado as architect and planner.

### **3) Detailed description of the request for assistance from the Urban Renewal Authority.**

Applicant is seeking assistance only for work in the public Right of Way, generally including sidewalks, curb and gutter, alley pan, brick paving accents, street trees in tree grates, decorative street lights, cut and patch street and alley for utilities and extend adequate utilities to the site including water, sanitary sewer and storm sewer, including removing existing non-conforming utilities and provide adequate power & gas from offsite.

#### Estimated Assistance Request:

\$ 205,462	Construction Cost (Breakdown of construction costs is attached)
\$ 18,780	Soft Costs (Professional Fees + \$4,000 Estimated city taxes & fees)
\$ 25,000	Estimated Xcel Cost - Pole relocate, Extend 3-phase power, etc.
<u>\$ 12,500</u>	Contingency @ 5%
\$ 261,742	Total Estimated Cost of Assistance Request

**4) Description of the community benefits resulting from the Project, including the blight conditions the project will address (complete Attachment C with description).**

The existing site was a residential property with the house and garage situated on the west end of the lot, substantially set back from Main Street. The fenced in yard area of the residence on Main Street is antithetical to the desire for a vibrant commercial core. The existing residential structure, constructed in the early 1900's is in very bad shape, with failing foundation walls, inadequate wood framing in the walls, roof and floor, and failing stucco exterior and roof. The city's historic preservation goals include rehabilitation and reuse of Louisville's existing old town residences.

By renovating the residential structure and constructing a new 2-story commercial structure on the vacant portion of the lot fronting Main Street, this project will create a much needed anchor for commercial activity on the north end of downtown. This project will eliminate the negative effects of the current lot layout, filling the vacant portion of the lot fronting on Main Street.

**5) Discussion of how the project improves the project property and neighboring properties.**

The project will increase the value of the property by over four million dollars, creating a new venue for retail/restaurant or a small boutique hotel. This investment will increase neighboring property values as well as increase customer traffic in this area of downtown, benefiting neighboring businesses with greater exposure.

**6) Financials for the project. Applicant must provide a 10-year proforma for the project, a Sources and Uses Budget for the entire project, and assumptions for retail sales and assessed value of the Project for residential and commercial uses by year. (not required if requested assistance is only for public infrastructure)**

Not Applicable.

**7) Timeframe of implementation of the Project**

The project is currently under construction, scheduled to complete in the Fall of 2020.

**8) Discussion of Project risks.**

Although the property owner will also be a tenant in a portion of the building for a food & beverage related retail business, the majority of the property will be leased to others. Speculation in this market with existing vacancies downtown is somewhat risky at this point in time. Construction and other development costs have increased substantially in the past few years, and lease rates in downtown Louisville have not kept pace with that inflation. Land prices have inflated in downtown Louisville as well, making it cheaper to locate in nearby cities with lower property costs and some communities offering incentives for businesses to locate there.

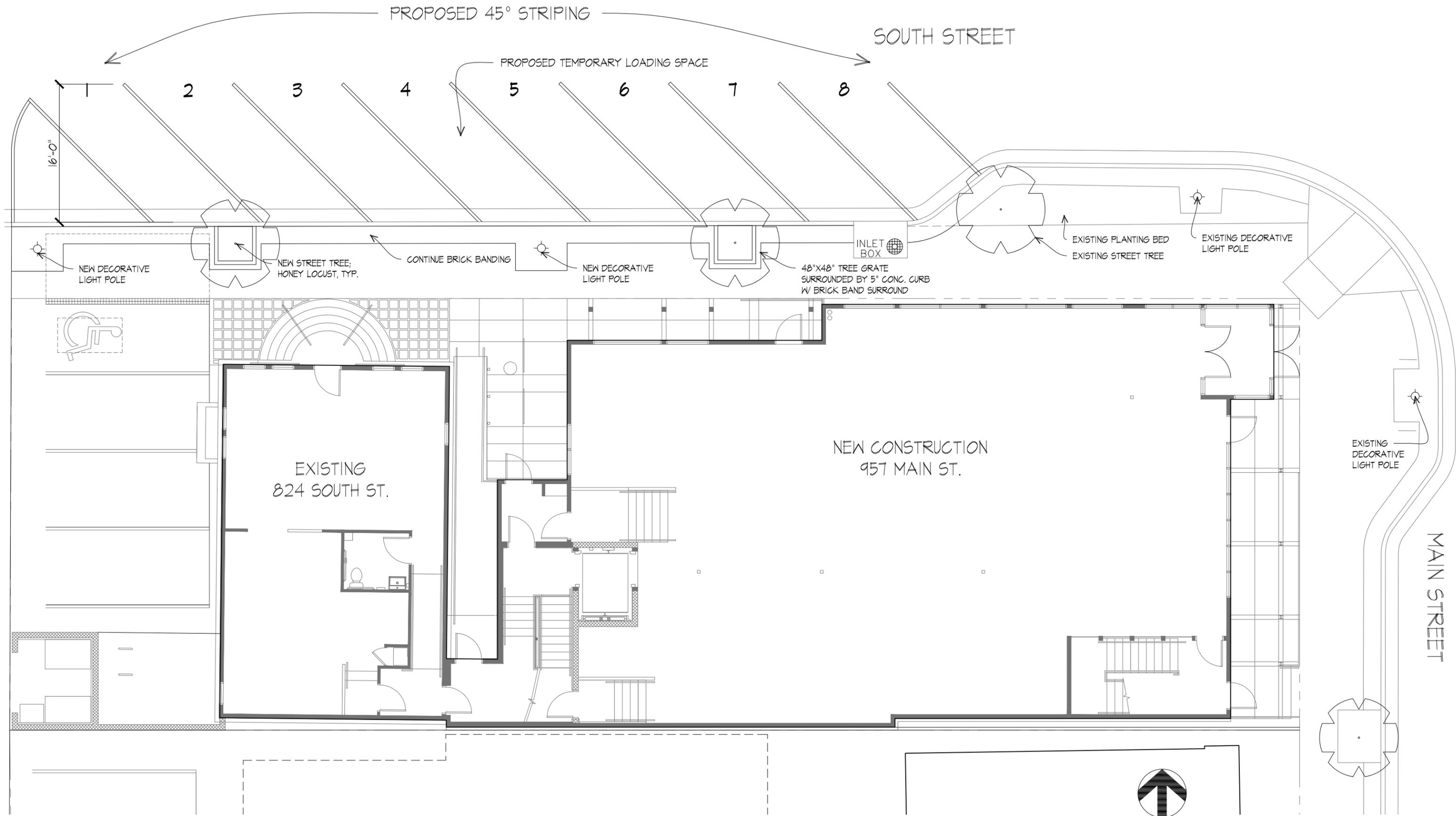
With a relatively low return on investment, this project has to be seen as a long term investment by the property owner, so any assistance that can help to offset the substantial capital investment will help to manage this risk.

824 South Main / 957 Main Street - Louisville Colorado



August 21, 2019 (revised 1.27. 2020)

		<b>R.O.W Break-Out</b>				
		<u>unit</u>	<u>quantity</u>	<u>unit price</u>	<u>subtotal</u>	<u>totals</u>
Scope Quantities are based on Building Permit Documents dated July 15, 2019. Drawings C1.01, C1.02 & A1.00						
<b>Demolition:</b>						<b>\$28,251</b>
o Sidewalk	sf	2,026	\$2.89	\$5,855		
o Asphalt Paving	sf	2,700	\$2.23	\$6,021		
o Abandon Sanitary Sewer	ls	1	\$500.00	\$500		
o Curb & Gutter	lf	60	\$5.00	\$300		
o Brick Pavers	sf	445	\$35.00	\$15,575		
<b>Earthwork / Site Prep:</b>						<b>\$6,387</b>
o Subgrade Prep	ls	1	\$3,360.00	\$3,360		
o Fine Grading	sf	2,242	\$1.35	\$3,027		
<b>New Site Work:</b>						<b>\$59,160</b>
o Layout & Survey	ls	1	\$1,560.00	\$1,560		
o Curb & Gutter (Incl. tree grate concrete curbs)	lf	84	\$30.00	\$2,520		
o Sidewalks	sf	2,026	\$7.50	\$15,195		
o Asphalt Patch	sf	2,700	\$12.75	\$34,425		
o Brick Pavers	sf	156	\$35.00	\$5,460		
<b>Site Utilities</b>						<b>\$53,892</b>
o Layout & Survey	ls	1	\$990.00	\$990		
o Storm Sewer - Roof Drain	lf	46.00	\$82.00	\$3,772		
o Water - Domestic	lf	42.50	\$118.75	\$5,047		
o Water - Fire (incl. TC / Cut & Patch etc.)	ls	1.00	\$26,813.00	\$26,813		
o Sanitary Sewer	lf	77.00	\$60.00	\$4,620		
o Sanitary Sewer - Grease Line	lf	62.00	\$75.00	\$4,650		
o Traffic Control (Allowance)	ls	1.00	\$8,000.00	\$8,000		
<b>Landscaping</b>						<b>\$8,464</b>
o Tree Grates 48" x 48"	ea	2	\$3,050.00	\$6,100		
o Trees - Honey Locust	ea	2	\$989.50	\$1,979		
o Drip irrigation to new trees	ls	1	\$385.00	\$385		
<b>Others</b>						<b>\$15,730</b>
o Bike Racks (in ROW)	ls	1	\$2,250.00	\$2,250		
o Relocate Power Pole	ls	1	\$0.00	\$0		
o Decorative Lights / Poles	ea	2	\$4,250.00	\$8,500		
o Power Stub ups to trees	ls	1	\$2,500.00	\$2,500		
o South Street pavement Markings	ls	1	\$480.00	\$480		
o ROW Permit Fee's (Allowance)	ls	1	\$2,000.00	\$2,000		
<b>SUBTOTAL Hard Costs</b>						<b>\$171,884</b>
o CM/GC General Conditions		5.36%		\$9,213		
o CM/GC Overhead & Fee		7.25%		\$12,462		
o CM/GC Insurance (GL / BR)		1.05%		\$1,805		
<b>TOTAL Construction Costs</b>						<b>\$195,363</b>
<b>CM/GC, Soft &amp; Development Costs</b>						<b>\$10,099</b>
o Design / Engineering / Planning		0.00%		\$0		
o Permitting & Use Taxes		0.00%		\$0		
o Weather Related Premium Allowance		0.75%		\$2,754		
o Development & Escalation Contingency		2.00%		\$7,345		
<b>TOTAL Development Costs</b>						<b>\$205,462</b>



PROPOSED 45° STRIPING

SOUTH STREET

PROPOSED TEMPORARY LOADING SPACE

1 2 3 4 5 6 7 8

16'-0"

NEW DECORATIVE LIGHT POLE

NEW STREET TREE; HONEY LOCUST, TYP.

CONTINUE BRICK BANDING

NEW DECORATIVE LIGHT POLE

48"X48" TREE GRATE SURROUNDED BY 5" CONC. CURB W/ BRICK BAND SURROUND

INLET BOX

EXISTING PLANTING BED  
EXISTING STREET TREE

EXISTING DECORATIVE LIGHT POLE

EXISTING  
824 SOUTH ST.

NEW CONSTRUCTION  
957 MAIN ST.

EXISTING DECORATIVE LIGHT POLE

MAIN STREET

**PROPOSED SOUTH STREET STREETScape**

1" = 10'-0"



NORTH

# HADCO

by  Signify

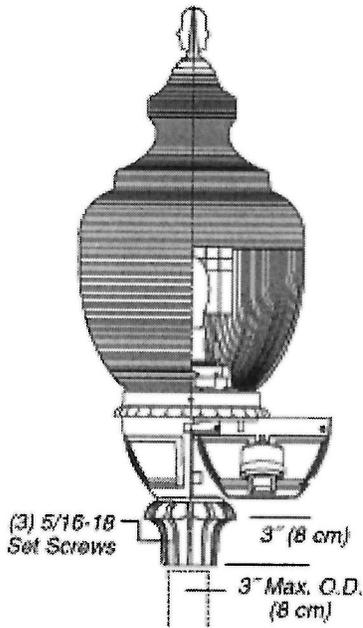
## Urban

### R34

Refractive Post top

*824 South St.*

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cst. No. \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Lamps: \_\_\_\_\_ Qty. \_\_\_\_\_  
 Notes: \_\_\_\_\_



### Ordering Guide

Example: R34 A A B A 1 A D N D 70H E

Product Code	R34	Refractive	
<b>Fitter/Pod</b>	A B C D E F G H J L T	Octagonal Style Round fitter w/ scalloped petals Fluted tapered hourglass Smooth tapered hourglass Tapered fluted w/ scalloped petals Short round fluted Tall round fluted Round contemporary Tapered Fluted w/ round stepped fitter Round fluted long Decorative Leaf w/ scalloped petals	
<b>Roof</b>	A B C D G	Victorian Acorn Tall Short Adams	
<b>Cage / Band</b>	B E F G I J N	Cage for Wide Body Globe Band for Wide Body Globe Band for Wide Body Globe Cage for Wide Body Globe Cage for Wide Body Globe Cage for Wide Body Globe None	*1   *1 *1 *1
<b>Finial</b>	A B C D E F G H N	A Finial B Finial C Finial D Finial E Finial F Finial G Finial H Finial None	  *2 *2 *2
<b>Fasteners</b>	1 2	Hex Head Allen Head	
<b>Finish</b>	A B G H J	Black White Verde Bronze Green	
<b>Reflector</b>	D F G H I T N	Small Top Reflector Small top reflector w/House-side shield Full Top Reflector w/House-side shield House Side Shield Internal Louver Assembly Full Top Reflector None	     *3
<b>Photo Control</b>	N B R	None Button Eye Photo Control Twist-lock Receptacle	  *4

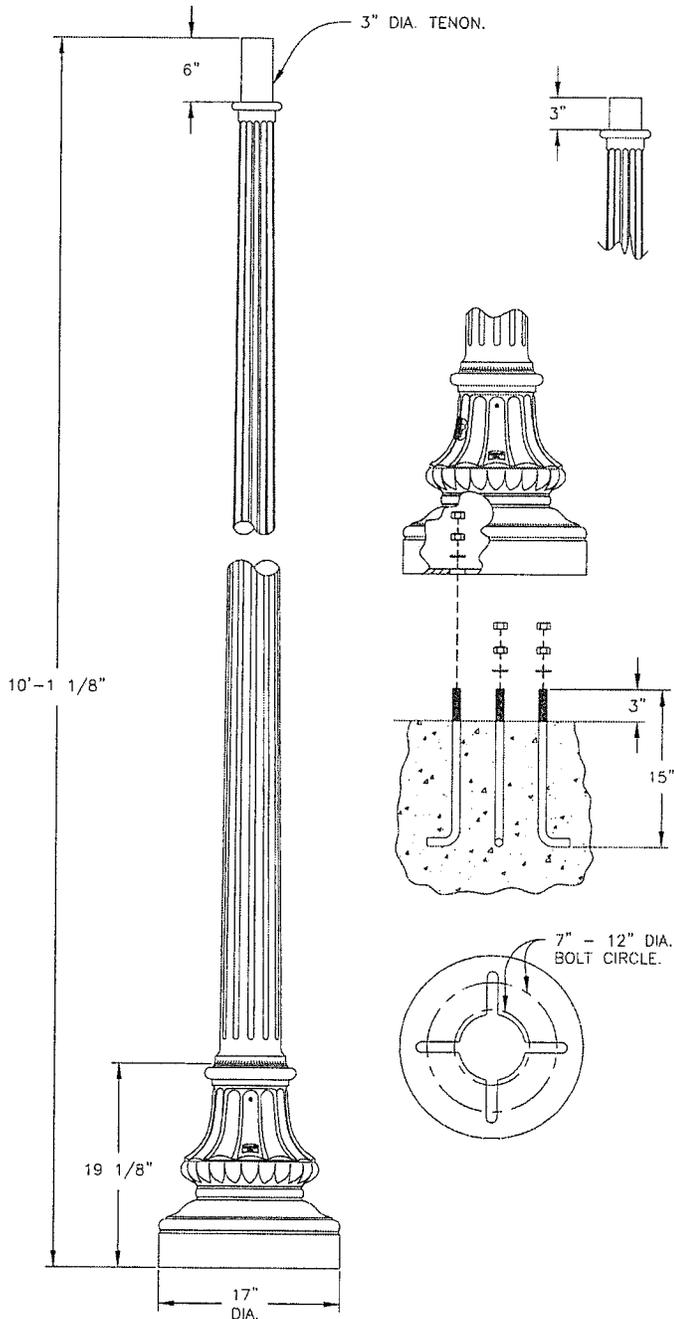
# Anchor Base Post (305-) Specification Sheet

Project Name:	Location:	MFG: Philips Lighting
Fixture Type:	Catalog No.:	Qty:

## Ordering Guide

Example: 305- 10 ABS B B

Product Code	305-	Anchor Base Post
Height(s)	10 12	(10 ft.) (12 ft.)
Finish	ABS ACP ARD ASL BLK BRN BRZ FGN GRA IRN RBZ SRT VBZ VCP VGN VTC WBZ WHT	Antique Brass Antique Copper Antique Red Antique Silver Black Brown Bronze Forest Green Granite Ironstone Rustic Bronze Shadow Rust Verde Bronze Verde Copper Verde Vintage Copper Weathered Bronze White
Photoeye (Optional)	B C	120V 208V - 277V
Outlet Location (Optional)	B T	4" from Top of Base 12" from Top of Pole



## Specifications

**SUBJECT: LRC GOALS AND 2020 WORK PLAN**

**DATE: FEBRUARY 12, 2020**

**PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR**

**SUMMARY:**

At its January meeting, the LRC reviewed a draft 2020 Work Plan matrix that outlines priorities and projects the Commission may wish to undertake. Comments received on the specific actions have been incorporated into the revised version. The Commission also suggested that broader goals be developed, in order to set the vision of what the LRC can achieve. This is appropriate context, as potential project areas can be judged and prioritized for how well they align with the overall goals. Staff has drafted goals for LRC review; these goals are drawn from the 2006 Urban Renewal Plan.

Below is a summary of the definitions used in development of the matrix:

- *Project Areas & Actions:* Every item should have an associated project area; we recommend each action should start with a verb to clarify the intent of the work to be accomplished
- *Owner:* Every action should have an assigned owner to assist with accountability. This area can also be used to indicate when resources might be required from an outside group
- *Timeframe:* Each action has a timeframe to accomplish of either short-term (three months to one year), mid-term (one to three years), and long-term (anything longer than three years)
- *Funding:* A single \$ indicates little to no financial investment; two \$ indicate some financial investment; and three \$ indicate major project or expense
- *Priority:* Every action should have a rating of low, medium, or high

Staff will take feedback at the February meeting for revising and finalizing the Work Plan.

**RECOMMENDATION:**

Discuss Goals and 2020 Work Plan draft.

**ATTACHMENTS:**

- Goals and 2020 Work Plan Matrix (redline and clean versions)

**Louisville Revitalization Commission  
2020 Work Plan  
DRAFT**

**LRC Goals (based on 2006 Urban Renewal Plan)**

1. Participate in funding public infrastructure improvements that will provide community benefit such as economic gains, improved pedestrian and bike connectivity, public safety, indoor/outdoor public spaces, and ~~and additional adequate~~ parking.
2. Reduce, eliminate, and prevent the spread of blight by funding projects that help to redevelop or rehabilitate the Urban Renewal Area.
3. Form public-private partnerships to provide financial assistance that stimulates growth and reinvestment in the Urban Renewal Area for the community's benefit.

<b>Topic &amp; Actions</b>	<b>Project Areas &amp; Actions</b>	<b>Owner</b>	<b>Timeframe</b>	<b>Funding</b>	<b>Priority</b>
<b>1. LRC Structure</b>					
	a. Create long-term financial plan	Watson	ST	\$	
	b. Participate in Comprehensive Planning Process	Zuccaro	MT	\$	
	c. Schedule joint meeting with BRaD, Chamber, and DBA	Pierce	ST	\$	<u>LOW</u>
	d. <u>Integrate priority actions with City Council Economic Vitality Committee</u>	<u>LRC</u>	<u>ST</u>	<u>\$</u>	<u>HIGH</u>
<b>2. Village Square Property</b>					
	a. Outreach <del>to property owners and vet past interest in sale</del> <u>to establish contacts and relationships with four existing property owners</u>	Pierce	ST	\$	
	b. Brainstorm ideas for revitalization, such as connection between residential area and center (via ditch and creation of public space @ rear)	LRC	ST	\$	
	c. Discuss improvements for funding, such as landscaping, pedestrian scale lighting, and parking	LRC	ST	\$\$	

**Louisville Revitalization Commission  
2020 Work Plan  
DRAFT**

<b>Topic &amp; Actions</b>	<b>Project Areas &amp; Actions</b>	<b>Owner</b>	<b>Timeframe</b>	<b>Funding</b>	<b>Priority</b>
	d. Consider façade improvement program for privately owned property components	LRC	MT	\$\$	
	e. Fund sidewalk extension <u>and widening</u> @ Village Square (currently only runs with Alfalfa’s property)	LRC	MT	\$\$	
<b>3. Highway 42 Area</b>					
	a. Review original Hwy 42 Plan	Zuccaro	ST	\$	
	b. Incorporate additional wayfinding signage at DeLo to link parking to downtown	Pierce	MT	\$	
	c. Evaluate ability to assist in remediating environmental hazards from industrial uses	LRC	LT	\$\$\$	
	d. Track Hwy 42 design and phasing (study begins 2020)	LRC	ST	\$	
	e. <u>Completion of sidewalk across railroad tracks (south of Griffith)</u>	<u>LRC</u>	<u>LT</u>	<u>\$\$\$</u>	
<b>4. Downtown &amp; DeLo</b>					
	a. Revisit small parking lot projects	Pierce	MT	\$\$ - \$\$\$	
	b. Outreach to owners of Grain Elevator project for status	Pierce	ST	\$	
	c. Pursue WiFi connectivity for Steinbaugh Pavilion	LRC/DBA	MT	\$\$\$	
	d. Evaluate business directory and community events kiosks	Pierce	ST	\$\$	
	e. Secure placement of public art for DeLo underpass	Louisville Cultural Council/LRC	ST	\$\$	
	f. Evaluate ways to create additional trail connectivity to downtown	LRC	MT	\$	
<b><del>5. 550 South McCaslin Boulevard Area</del></b>					
	<del>a. Review Parcel O GDP Amendment</del>	<del>LRC</del>	<del>ST</del>	<del>\$</del>	
<b><del>6.5. TIF Requests and Property Tax Rebate Agreements</del></b>					

**Louisville Revitalization Commission  
2020 Work Plan  
DRAFT**

<b>Topic &amp; Actions</b>	<b>Project Areas &amp; Actions</b>	<b>Owner</b>	<b>Timeframe</b>	<b>Funding</b>	<b>Priority</b>
	a. Receive potential DeLo request	TBD	MT	\$\$	
	b. Consider fee to off-set costs of independent financial analysis for TIF requests	LRC	ST	\$	
<i>7.6. Public Improvements from Transportation Master Plan</i>					
	a. Create E/W connectivity via 42 underpass between Sports Complex and DeLo	LRC	MT	\$\$\$	
	b. Improve East Side parking lots @ Sports Complex to provide expanded downtown parking availability	LRC	MT	\$\$	
	c. Create N/S and E/W pedestrian connections (sidewalks) on the west side of 42 (south to Pine)	LRC	ST	\$\$	
	d. Make at-grade connection with new signal @ Short and 42	LRC	LT	\$\$\$	
	e. Consider connectivity improvements between Downtown and Coal Creek Station (once submitted)	LRC	LT	\$\$\$	

**Louisville Revitalization Commission  
2020 Work Plan  
DRAFT**

***LRC Goals (based on 2006 Urban Renewal Plan)***

1. *Participate in funding public infrastructure improvements that will provide community benefit such as economic gains, improved pedestrian and bike connectivity, public safety, indoor/outdoor public spaces, and adequate parking.*
2. *Reduce, eliminate, and prevent the spread of blight by funding projects that help to redevelop or rehabilitate the Urban Renewal Area.*
3. *Form public-private partnerships to provide financial assistance that stimulates growth and reinvestment in the Urban Renewal Area for the community's benefit.*

<b>Project Areas &amp; Actions</b>	<b>Owner</b>	<b>Timeframe</b>	<b>Funding</b>	<b>Priority</b>
<b>1. LRC Structure</b>				
a. Create long-term financial plan	Watson	ST	\$	
b. Participate in Comprehensive Planning Process	Zuccaro	MT	\$	
c. Schedule joint meeting with BRaD, Chamber, and DBA	Pierce	ST	\$	LOW
d. Integrate priority actions with City Council Economic Vitality Committee	LRC	ST	\$	HIGH
<b>2. Village Square Property</b>				
a. Outreach to establish contacts and relationships with four existing property owners	Pierce	ST	\$	
b. Brainstorm ideas for revitalization, such as connection between residential area and center (via ditch and creation of public space @ rear)	LRC	ST	\$	
c. Discuss improvements for funding, such as landscaping, pedestrian scale lighting, and parking	LRC	ST	\$\$	

**Louisville Revitalization Commission  
2020 Work Plan  
DRAFT**

<b>Project Areas &amp; Actions</b>	<b>Owner</b>	<b>Timeframe</b>	<b>Funding</b>	<b>Priority</b>
d. Consider façade improvement program for privately owned property components	LRC	MT	\$\$	
e. Fund sidewalk extension and widening @ Village Square (currently only runs with Alfalfa's property)	LRC	MT	\$\$	
<b>3. Highway 42 Area</b>				
a. Review original Hwy 42 Plan	Zuccaro	ST	\$	
b. Incorporate additional wayfinding signage at DeLo to link parking to downtown	Pierce	MT	\$	
c. Evaluate ability to assist in remediating environmental hazards from industrial uses	LRC	LT	\$\$\$	
d. Track Hwy 42 design and phasing (study begins 2020)	LRC	ST	\$	
e. Completion of sidewalk across railroad tracks (south of Griffith)	LRC	LT	\$\$\$	
<b>4. Downtown &amp; DeLo</b>				
a. Revisit small parking lot projects	Pierce	MT	\$\$ - \$\$\$	
b. Outreach to owners of Grain Elevator project for status	Pierce	ST	\$	
c. Pursue WiFi connectivity for Steinbaugh Pavilion	LRC/DBA	MT	\$\$\$	
d. Evaluate business directory and community events kiosks	Pierce	ST	\$\$	
e. Secure placement of public art for DeLo underpass	Louisville Cultural Council/LRC	ST	\$\$	
f. Evaluate ways to create additional trail connectivity to downtown	LRC	MT	\$	
<b>5. TIF Requests and Property Tax Rebate Agreements</b>				
a. Receive potential DeLo request	TBD	MT	\$\$	

**Louisville Revitalization Commission  
2020 Work Plan  
DRAFT**

<b>Project Areas &amp; Actions</b>	<b>Owner</b>	<b>Timeframe</b>	<b>Funding</b>	<b>Priority</b>
b. Consider fee to off-set costs of independent financial analysis for TIF requests	LRC	ST	\$	
<i>6. Public Improvements from Transportation Master Plan</i>				
a. Create E/W connectivity via 42 underpass between Sports Complex and DeLo	LRC	MT	\$\$\$	
b. Improve East Side parking lots @ Sports Complex to provide expanded downtown parking availability	LRC	MT	\$\$	
c. Create N/S and E/W pedestrian connections (sidewalks) on the west side of 42 (south to Pine)	LRC	ST	\$\$	
d. Make at-grade connection with new signal @ Short and 42	LRC	LT	\$\$\$	
e. Consider connectivity improvements between Downtown and Coal Creek Station (once submitted)	LRC	LT	\$\$\$	

**SUBJECT: FEE OR COST SHARING FOR TIF ASSISTANCE ANALYSIS**

**DATE: FEBRUARY 12, 2020**

**PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR**

**SUMMARY:**

In 2019, the LRC approved its first agreement to provide a direct TIF financial assistance rebate to the Terraces on Main project. As part of considering that assistance proposal, a third party was hired to review the financial information provided in the application for a property tax TIF rebate.

In August 2019, the LRC hired Economic & Planning Systems, Inc. (EPS) to conduct the review of the Terraces on Main project. The cost for their consulting services to analyze the developer's financial projections was a maximum of \$11,170. A copy of the EPS scope of work approved the LRC is included as Attachment #1.

If a developer wishes to seek LRC funding assistance, an application must be completed and submitted (see Attachment #2). If direct assistance is requested, there is an additional submittal of financial information. The application states: "Only for Direct Assistance Applications: Financials for the project. Applicant must provide a 10-year proforma for the project a Sources and Uses budget for the entire project, and assumptions for retail sales and assessed value of the Project for residential and commercial uses by year."

If the LRC wishes for the applicant to pay a fee or share in the cost of the third party analysis, it is an opportune time to discuss since it is not actively considering any applications. Any decision to impose a fee or cost-sharing should be incorporated into the existing application packet.

While a fee may demonstrate the commitment of the applicant to participate in the process, it could also be perceived as further widening the gap on the need for financial support to make a project viable.

**RECOMMENDATION:**

Discuss fee or cost sharing for TIF assistance analysis.

**ATTACHMENTS:**

- Attachment #1: LRC Agreement with EPS, August 2019
- Attachment #2: Urban Renewal Area Application for Assistance

**AN AGREEMENT BY AND BETWEEN THE LOUISVILLE REVITALIZATION  
COMMISSION AND ECONOMIC AND PLANNING SYSTEMS, INC.  
FOR CONSULTING SERVICES**

**1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **LOUISVILLE REVITALIZATION COMMISSION**, hereinafter referred to as the “Commission”, and Economic and Planning Systems, Inc., a California Corporation, hereinafter referred to as the “Consultant”.

**2.0 RECITALS AND PURPOSE**

- 2.1 The Commission desires to engage the Consultant for the purpose of providing services to conduct a third-party review of financial information submitted for a tax increment financing rebate assistance application as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3.0 SCOPE OF SERVICES**

The Consultant agrees to provide the Commission with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

**4.0 COMPENSATION**

- 4.1 The Commission shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. The Commission shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Commission employee has the authority to bind the Commission with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the Commission for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month,

identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Commission. The Consultant shall provide such additional backup documentation as may be required by the Commission. The Commission shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The Commission designates Stan Zemler as the responsible Commission staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Stan Zemler and such person's designees.
- 5.2 The Consultant designates Daniel R. Guimond as its project manager and as the principal in charge who shall be providing the Services under this Agreement. The primary services shall not be provided by persons other than Daniel Guimond, Principal, Andrew Knudtsen, Managing Principal, and Tim Morzel, Vice President. Should any of the representatives be replaced, and such replacement require the Commission or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2019, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Commission's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Commission within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Commission under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council and the Commission, in their sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required

below shall be procured and maintained with forms and insurers acceptable to the Commission. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Commission, its officers and its employees, as additional insureds, with primary coverage as respects the Commission, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Commission under this Agreement.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Commission, and its elected and appointed officers and employees, as additional insureds, unless the Commission in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Commission, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Commission. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Commission. The Commission reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Commission shall be repaid by Consultant to the Commission upon demand, or the Commission may offset the cost of the premiums against any monies due to Consultant from the Commission.

7.5 The parties understand and agree that the Commission is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Commission, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Commission, 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 the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Commission or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Commission shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant'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 Commission.

## **9.0 QUALITY OF WORK**

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the Commission, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the Commission.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the Commission.**
- 10.3. Consultant does not have the authority to act for the Commission, or to bind the Commission in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Commission.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The Commission will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the Commission.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Commission.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the Commission's business operations and each party shall maintain their operations as separate and distinct.

## **11.0 ASSIGNMENT**

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the Commission's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

### **13.0 TERMINATION**

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Commission for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Commission to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

### **14.0 INSPECTION AND AUDIT**

The Commission and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Commission in performance of the Services are and shall remain the sole and exclusive property of the Commission. All such materials shall be promptly provided to the Commission upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Commission. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Commission.

### **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. 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. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

**17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Commission; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the “Commission Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the Commission prior to Consultant’s execution of this Agreement.

**18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

**19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Commission:

Louisville Revitalization Commission  
Attn: Economic Development Director  
749 Main Street  
Louisville, Colorado 80027  
Telephone: (303) 335-4550  
Fax: (303) 335-4550

If to the Consultant:

Economic & Planning Systems, Inc.  
Attn. Daniel R. Guimond  
730 17th Street Suite 630  
Denver, Colorado 80202  
Telephone: (303) 623-3557  
Fax: (303) 623-9049

Any such notice or other communication shall be effective when received as indicated on the

delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

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 Commission and Consultant, 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 Commission or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## **22.0 SUBCONTRACTORS**

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the Commission for approval. The Commission will not work directly with subcontractors.

**23.0 AUTHORITY TO BIND**

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.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

LOUISVILLE REVITALIZATION COMMISSION:

By: \_\_\_\_\_  
Steve Fisher, Chair

Attest: \_\_\_\_\_  
Alex Gorseveski, Secretary

CONSULTANT:  
Economic and Planning Systems, Inc.

By:   
Daniel R. Guimond  
Title: Principal

## **Exhibit A**

### **Commission of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Commission within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102, Commission may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Commission.

**Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

Economic & Planning Systems, Inc.

By Daniel R. O.

Title: Principal

August 2, 2019  
Date

## Exhibit B Scope of Services

### Scope of Work

#### Project Description

The City of Louisville has requested that Economic & Planning Systems (EPS) submit a scope of work and budget for a review of a request for tax increment financing (TIF) revenues submitted by Boulder Creek Neighborhoods (the "Developer"). The Developer is requesting TIF in order to assist with the redevelopment of 712-722 Main Street into a 2-3 story, 22,020 square foot office and retail building. The Developer has stated that the project is not financially viable without assistance from the City due to the fact that rental rates in the City of Louisville do not support current construction costs.

#### Task 1: Project Initiation

EPS will complete a project kick-off with City staff to discuss key objectives, issues, and deliverables and to outline a project schedule. Following this kick-off, EPS will also meet with the applicant to better understand their TIF request and to address any outstanding questions.

#### Task 2: "But-for" Analysis

The Developer has provided an overview of their project as well as a high level financial pro forma. In addition to this information, EPS will request more detailed financial models or documents relating to the ongoing costs and revenues of the proposed project. This analysis will provide the basis for beginning to define a project gap and a reasonable level of public investment. In other words, this analysis will answer the questions: 1) "but for" the public investment the Project is financially infeasible; and 2) what level of public investment is appropriate to provide the Developer with a reasonable rate of return given current financial conditions and the associated level of development risk.

This analysis will evaluate the performance of the project under alternative scenarios that evaluate project feasibility with and without TIF revenues. At a minimum, EPS will run two versions of the model that will include the following:

- **Baseline Scenario** – The Baseline Scenario will reflect assumptions and estimates provided by the Developer and will be used to ensure that there are not technical model inaccuracies in the Developer's request for TIF. This model will also be used to determine a baseline from which to test alternative assumptions.
- **Alternative Scenario(s)** – Based on EPS' review of the project assumptions and Developer's pro forma, along with discussions with City staff, EPS may develop one to two alternative scenarios that reflect any potential revisions to key model inputs. The results of this model will be used to estimate potential project funding gaps and determine project sensitivities to various model inputs, lease rates, vacancy rates, operating costs, and other key variables. This analysis will help the City determine if the level of TIF is appropriate or if there are excess returns generated in the project, potentially justifying a lower amount of public investment through TIF.

**Task 3: Financial Model and Memo Report**

The analysis outlined in this scope of work will be detailed in a comprehensive financial model and summary memo report including key project components, TIF revenue estimates, project feasibility with and without TIF revenues, and a range of sensitivity analyses.

**Task 4: Presentations**

If requested, EPS will make a presentation to the Louisville Revitalization Commission and a second presentation to City Council summarizing our analysis and findings. These presentations will be made by Andrew Knudtsen and will provide an overview of the methodology used to estimate the need for public financing, a summary of the initial assumptions used by the Developer, any changes that are recommended by EPS, and the final estimated public financing that the project requires in order to move forward.

### Exhibit C Budget

EPS agrees to complete the above work program on a time and charges basis up to a maximum of \$11,170. Additional meetings and presentations not included in the above work program will be billed on a time and materials basis. The approximate breakdown of level of effort by task and staff level is shown in **Table 1**.

**Table 1. Budget by Task**

Description	Principal	Vice President	Research/ Production	Total
<b>Billing Rate</b>	<b>\$240</b>	<b>\$180</b>	<b>\$100</b>	
<b>Labor Costs</b>				
Task 1: Project Initiation	2	4	0	\$1,200
Task 2: "But-For" Analysis	4	12	2	\$3,320
Task 3: Financial Model and Memo Report	4	10	2	\$2,960
Task 4: Council and LRC Presentation	<u>6</u>	<u>10</u>	<u>2</u>	<u>\$3,440</u>
<b>Total Hours</b>	<b>16</b>	<b>36</b>	<b>6</b>	<b>\$10,920</b>
<b>Dollars by Person</b>	<b>\$3,840</b>	<b>\$6,480</b>	<b>\$600</b>	
<b>Direct Costs</b>				
Travel & Miscellaneous				\$250
<b>Subtotal</b>				<b>\$250</b>
<b>Total Project Cost</b>				<b>\$11,170</b>

Source: Economic & Planning Systems

## **Louisville Revitalization Commission Urban Renewal Area- Application for Assistance**

The Louisville Revitalization Commission (LRC) is the Urban Renewal Authority within the City of Louisville, Colorado. The LRC's mission includes carrying out the Highway 42 Revitalization Area Urban Renewal Plan (Plan) which was adopted in December 2006.

The purpose of the Plan is to stimulate growth and reinvestment in the Urban Renewal Area (URA), on surrounding blocks and throughout downtown and reduce, eliminate and prevent the spread of blight in the URA. A map of the URA is included as Attachment A. The LRC has the authority to collect the incremental property taxes from improvements in the URA to provide assistance to projects that eliminate the blighting factors identified when the URA was formed.

It is the intent of the LRC to provide assistance to stimulate private investment in cooperation with property owners and other affected parties in order to accomplish the objectives of the Plan. Public-private partnerships and other forms of cooperative development will be critical to the LRC's strategy for stimulating growth and reinvestment, preventing the spread of blight, and eliminating the blighting conditions.

The LRC will consider assistance on projects that address the blighting conditions present in the URA, as well as provide economic growth for the community. To be considered for assistance, projects must address several of the objectives outlined in the Plan, as follows:

- A. Eliminate and prevent blight
- B. Improve relationship between the URA and surrounding areas
- C. Increase property values
- D. Provide uses supportive of and complementary to planned improvements
- E. Encourage a mix of uses and/or mixed-use projects
- F. Promote a variety of products to address multiple income segments
- G. Provide ease of vehicular and pedestrian circulation and improve connections
- H. Encourage continued presence of businesses consistent with the plan vision
- I. Provide a range of financing mechanisms for private property re-investment and investment
- J. Mitigate impacts from future transportation improvements
- K. Encourage public-private partnerships to implement the plan
- L. Adjust parking ratios to reflect future densities
- M. Encourage shared parking among projects in area
- N. Develop higher design standards including flexible lighting and signage standards
- O. Landscape streetscapes to unify uses and plan components

Projects will be evaluated on several factors including, but not limited to:

1. The ability to stimulate growth and reinvestment in the URA
2. The elimination or prevention of blight in the URA
3. The magnitude of positive effect caused by the project
4. The need for public assistance to complete the project

## **Louisville Revitalization Commission Urban Renewal Area- Application for Assistance**

5. The economic benefits to the community from the project
6. The effect of the project on surrounding property
7. The increase in property value created from the project

Assistance is generally provided to projects for public infrastructure improvements needed to facilitate the revitalization of property within the Urban Renewal Area. Typical public infrastructure investments may include but are not limited to unifying streetscape elements, improving access and circulation, improving streets and parks, providing for railroad corridor improvements and grade separation, providing for parking, and completing utilities.

In 2019, the LRC also adopted a policy for Property Tax Increment Financing Rebates. Under this policy, the LRC will consider requests for direct financial assistance to a private property owner undertaking projects to redevelop or rehabilitate properties contained in the URA. Please reference the policy details included in Attachment B.

Parties interested in assistance (for public infrastructure or direct assistance) from the LRC must complete an Application for Assistance included as Attachment C. As each project is unique, the LRC may ask the applicant for additional information after an initial review. This application is not an offer to contract and the submission of an application confers no rights, duties or entitlements to any party. The provision of assistance is at the sole discretion of the LRC, and the LRC reserves the right to reject or approve requests for assistance on a case-by-case basis. Meeting LRC objectives or policies does not assure any award of assistance, and decisions concerning one project do not set any precedent with respect to any other project.

Any offer for Assistance will be formalized in a Development Agreement between the LRC and project applicant. The Development Agreement must also be approved by the Louisville City Council.

All development in the URA must conform to the City's Comprehensive Plan, zoning code, building codes, applicable design standards and any site-specific zoning for the subject properties, all as in effect and as may be amended from time-to-time.

Please see the Application for Assistance (Attachment C) for additional details and requirements. For questions, please contact:

Megan E. Pierce  
Economic Vitality Director  
749 Main Street  
Louisville, CO 80027  
303-335-4531  
[mpierce@louisvilleco.gov](mailto:mpierce@louisvilleco.gov)

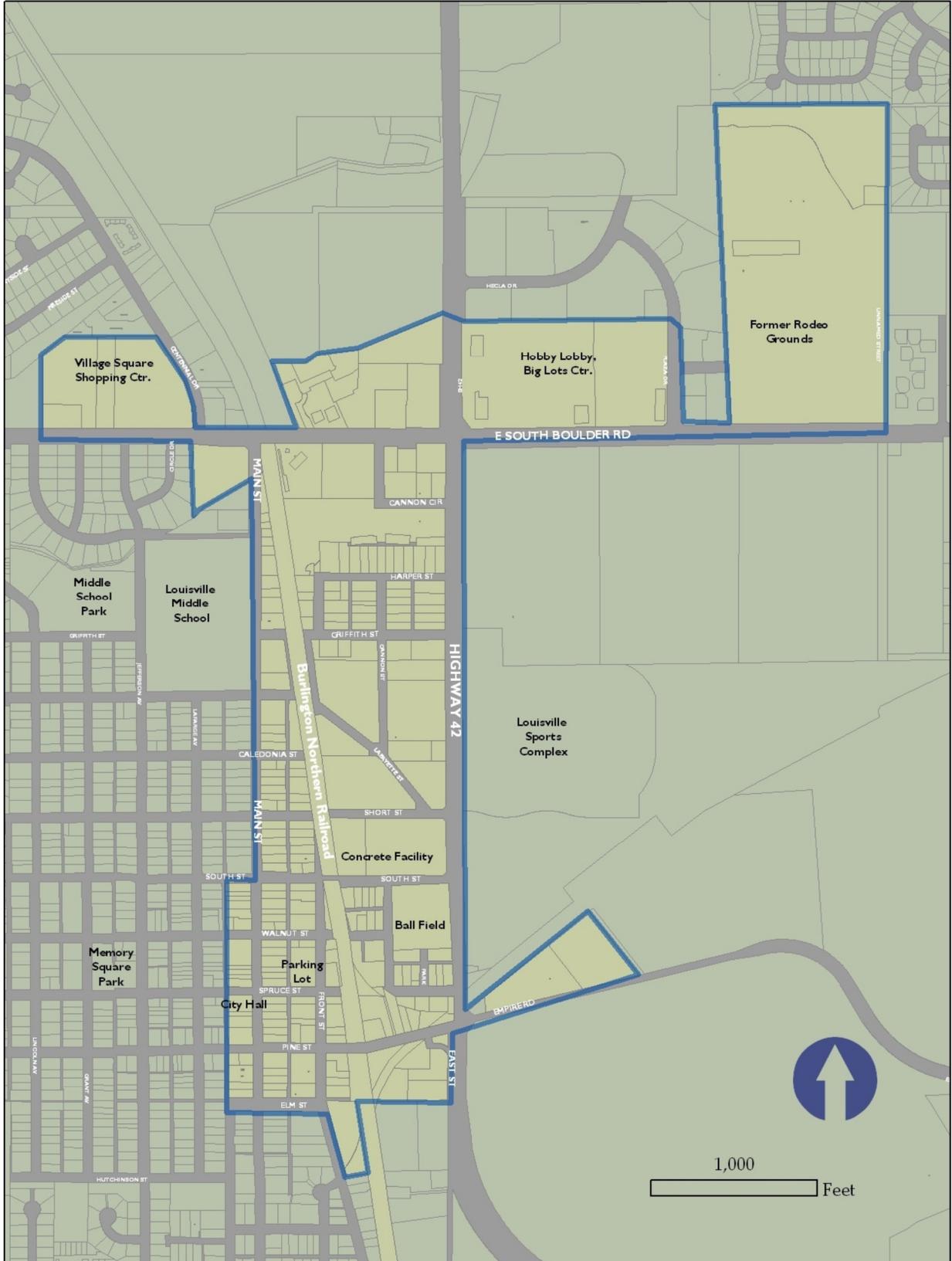
**Louisville Revitalization Commission  
Urban Renewal Area- Application for Assistance**

**Attachment A**

**Map of Urban Renewal Area**

# Louisville Revitalization Commission Urban Renewal Area- Application for Assistance

## City of Louisville - Highway 42 Urban Renewal Area



**Louisville Revitalization Commission  
Urban Renewal Area- Application for Assistance**

**Attachment B**

**LRC Property Tax Increment Financing  
Rebate Assistance Policy**

**Louisville Revitalization Commission**  
**Urban Renewal Area- Application for Assistance**

**LRC Property Tax Increment Financing Rebate Assistance Policy**

**Adoption:** 6/11/19 by Louisville City Council; 7/15/19 by Louisville Revitalization Commission

**Introduction:**

The Louisville Revitalization Commission (“LRC”) is the Urban Renewal Authority for the City of Louisville, Colorado (“City”). The LRC’s mission includes implementing the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”) which was adopted by the City of Louisville in December 2006.

The purpose of the Plan is to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area (“URA”) and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout the Louisville downtown business district.

**Policy on Use of Property Tax Increment Rebates:**

It is the principal goal of the urban renewal effort to afford maximum opportunity, consistent with the sound needs of the City as a whole, to redevelop and rehabilitate the Area by private enterprise. The rehabilitation and redevelopment of properties within the Urban Renewal Area will be accomplished through the improvement of existing structures and infrastructure, attraction of new investment and reinvestment, and preventing deterioration of properties in the Area. It is the City’s general intent to use urban renewal funds to support public infrastructure improvements that are needed to facilitate private investment and reinvestment in the plan area.

In unique situations, and on a case-by-case basis, in the sole and absolute discretion of the LRC and the City, certain forms of financial and other economic assistance may be awarded to a private property owner to undertake projects to redevelop or rehabilitate properties contained in the Area. Projects that are awarded support must demonstrate that they would provide exceptional and unique public benefits to qualify and would not be reasonably expected to be feasible without City financial or other economic support.

**Property Tax Increment Rebates for Private Development:**

It is the policy of the LRC and the City that consideration may be given to requests for financial assistance by the use of property tax increment rebates to private property owners within the LRC authority to collect incremental property taxes from taxable new construction in the Area and to provide assistance to projects meeting the goals and objectives in the Highway 42 Urban Renewal Plan and which are also deemed to be in the best interests of the City.

To be considered for assistance, proposed projects must support the overall goals of the City and the Plan which specifically include promoting an environment which allows for a range of uses and product types which can respond to market conditions over time along with furthering the goals and objectives of the Louisville Comprehensive Plan;

## **Louisville Revitalization Commission Urban Renewal Area- Application for Assistance**

Highway 42 Framework Plan, Historic Preservation Plan and other relevant policies, while leveraging the community's investment in public improvement projects in the Area.

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

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

As specifically related to the use of property tax increment financing, a proposed project must clearly demonstrate that the project will provide the clear and present potential to generate substantial increases to the property tax values directly attributable to the project which could support the sharing of the incremental property tax increments between the property owners and the LRC.

### **Criteria for Evaluation:**

After a property owner submits an application for property tax increment rebate assistance, the project will be evaluated based on how the project provides positive impacts to the community and how the project addresses the following criteria:

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

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

### **Potential Property Tax Increment Rebate Consideration:**

The LRC and the City may consider awarding a 50% property tax increment rebate for a period up to five (5) years from the direct collection of the incremental property taxes

## **Louisville Revitalization Commission Urban Renewal Area- Application for Assistance**

attributable to the project. However, for projects that provide extraordinary community benefits or will generate substantial sales and other taxes for the City, the LRC and the City Council may consider awarding up to a 90% property tax increment rebate for a period of up to ten (10) years. No assistance will be granted to a project beyond the 2033 LRC budget year.

### **Project Transfer Criteria:**

Transfers of a property tax increment rebate agreement may be made under at least one of the following circumstances:

- The new entity is wholly or significantly owned by the previous owners of the project
- The project is being transferred to at least one of the business/tenant (or an entity owned and controlled by the business/tenant) occupying the building
- To a non-related entity only after the project receives a Certificate of Occupancy after construction is complete, and only with the written consent of the City and LRC.

A property tax increment rebate agreement will contain an expiration date, upon which the agreement will expire if the project is not timely completed.

Applicants for tax increment property tax rebates or other financial assistance must first obtain the City's required land-use approvals for the project prior to receiving approval by the LRC and by the City for the financial assistance.

Applicants must submit all pertinent project financial information related to the project and the developer organization, including estimated development costs and a financing and operating plan. All financial information shall be referred by the City to a qualified professional for third-party review at LRC expense

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

### **Contact Information:**

For additional information on Louisville's Urban Renewal assistance options, please contact Megan E. Pierce, Economic Vitality Director, at [mpierce@louisvilleco.gov](mailto:mpierce@louisvilleco.gov).

**Louisville Revitalization Commission  
Urban Renewal Area- Application for Assistance**

**Attachment C**

**Application for Assistance**

**Louisville Revitalization Commission  
Urban Renewal Area- Application for Assistance**

**Application**

Check One or Both:  Public Infrastructure Assistance     Direct Assistance (see #6)

Project Name: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Main Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_                      Email: \_\_\_\_\_

Project Location: \_\_\_\_\_

Name, Address & Phone of Property Owner of Project Location (if different than Applicant): \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Total Cost of Project: \_\_\_\_\_

Summary of Request for Assistance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Items to be submitted with completed application:

- 1) Detailed description of the Project with supporting visuals (i.e. plans, designs)
- 2) Applicant's experience with similar projects, if applicable
- 3) Detailed description of the request for assistance from the Urban Renewal Authority
- 4) Description of the community benefits resulting from the Project, including the blight conditions the project will address (complete Attachment D with description)
- 5) Discussion of how the project improves the project property and neighboring properties
- 6) **Only for Direct Assistance Applications:** Financials for the project. Applicant must provide a 10-year proforma for the project, a Sources and Uses Budget for the entire project, and assumptions for retail sales and assessed value of the Project for residential and commercial uses by year
- 7) Timeframe of implementation of the Project
- 8) Discussion of Project risks

Applicant Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*Submitted applications and attachments are public documents and the information provided will be provided to and used by public entities to evaluate and describe the project.

**Louisville Revitalization Commission  
Urban Renewal Area- Application for Assistance**

**Attachment D**

**Blight Conditions Description**

**Louisville Revitalization Commission  
Urban Renewal Area- Application for Assistance**

**Blight Conditions Description**

Project Name: \_\_\_\_\_

Please provide a short description of how the project addresses the following blight conditions identified in the Urban Renewal Area.

A) Slum, deteriorated, or deteriorating structures	
B) Predominance of defective or inadequate street layout	
C) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness	
D) Unsanitary or unsafe conditions	
E) Deterioration of site or other improvements	
F) Unusual topography or inadequate public improvements or utilities	
G) Defective or unusual conditions of title rendering the title nonmarketable	
H) Existence of conditions that endanger life or property by fire and other causes	
I) Buildings that are unsafe or unhealthy for persons to live or work	
J) Environmental contamination of buildings or property	
K) Existence of health, safety, or welfare factors requiring high levels of services	

**SUBJECT: TIF FUNDING PROJECTIONS**

**DATE: FEBRUARY 12, 2020**

**PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR**

**SUMMARY:**

The LRC has routinely monitored its funding and spending through both its budget process and specific analysis on the TIF District that is part of the Urban Renewal Area. The long-term projections (through the end of the TIF) were last updated in January 2019 (Attachment #1). The LRC 2020 budget was adopted on November 18, 2019 (Attachment #2).

In reviewing the past long-term projections, staff recommends the LRC review and consider changes to this format, which are described below.

- Continue to annually review long-term outlook based on organic growth in value and the actual Assessed Value.
- Staff is updating the actual past cost and refined projected cost of incurred and committed expenditures.
- Once approved, the payment to the Louisville Fire District should be included in analysis, like the projected payments under the Tri-Party Agreement.
- Staff will prepare, for discussion, an analysis of the option to pay off the Core Area Bonds early. The Finance Director will continue to review and process the principal and interest payments for the Core Area Bonds.
- Consider whether future projections should include potential developments at the stage of PUD vs. permit. As is evident in the 2019 analysis, staff had previously included several projects at the PUD stage that now have no secure timeline (Coal Creek Station and North End Commercial). If we wait until the permit stage to include these in the analysis, it will be a more accurate picture of increment likely to benefit the URA.
- Staff will work with the long-term fund projections to match focus projects from the LRC Work Plan to capital projects that are part of the City's six-year Capital Improvement Plan.

**RECOMMENDATION:**

Discuss TIF funding projections and options for future analysis.

**ATTACHMENTS:**

- Attachment #1: January 31, 2019 TIF District Analysis
- Attachment #2: 2020 Budget

Res AV % 7.20%  
 Comm AV % 29%

= Actual Values

TOTAL

Assumptions:																	
Organic Value Growth	2%																
Mill Levy	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	87.560	
Tax Year as of January 1	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2032	
Year Tax paid	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2033	
Assessed Value Base	41,986,395	42,826,123	43,682,645	44,556,298	45,447,424	46,356,373	47,283,500	48,229,170	49,193,754	50,177,629	51,181,181	52,204,805	53,248,901	54,313,879	55,400,157		
Assessed Value Total	61,021,831	62,242,268	64,902,669	66,872,308	70,097,570	72,088,877	73,934,575	75,413,266	76,921,532	78,459,962	80,029,161	81,629,745	83,262,340	84,927,586	86,626,138		
+ DELO Res	-	675,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	675,000
+ DELO Comm	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
+ DELO Lofts	-	-	-	954,000	-	-	-	-	-	-	-	-	-	-	-	-	954,000
+ Coal Creek Station	-	-	339,417	577,800	577,800	396,000	-	-	-	-	-	-	-	-	-	-	1,891,017
+ North End Res	-	712,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	712,800
+ North End Comm	-	-	217,500	217,500	-	-	-	-	-	-	-	-	-	-	-	-	435,000
+ TEBO	-	-	101,500	101,500	-	-	-	-	-	-	-	-	-	-	-	-	203,000
<b>Total Assessed Value plus Projects</b>	<b>61,021,831</b>	<b>63,630,068</b>	<b>65,561,086</b>	<b>68,723,108</b>	<b>70,675,370</b>	<b>72,484,877</b>	<b>73,934,575</b>	<b>75,413,266</b>	<b>76,921,532</b>	<b>78,459,962</b>	<b>80,029,161</b>	<b>81,629,745</b>	<b>83,262,340</b>	<b>84,927,586</b>	<b>86,626,138</b>		
<b>Total TIF Assessed Value</b>	<b>19,035,436</b>	<b>20,803,945</b>	<b>21,878,441</b>	<b>24,166,809</b>	<b>25,227,946</b>	<b>26,128,505</b>	<b>26,651,075</b>	<b>27,184,096</b>	<b>27,727,778</b>	<b>28,282,334</b>	<b>28,847,980</b>	<b>29,424,940</b>	<b>30,013,439</b>	<b>30,613,707</b>	<b>31,225,982</b>		
TIF Revenue	1,666,743	1,821,593	1,915,676	2,116,046	2,208,959	2,287,812	2,333,568	2,380,239	2,427,844	2,476,401	2,525,929	2,576,448	2,627,977	2,680,536	2,734,147		37,445,671
Prior Year Fund Balance																	
<b>Expenditure Assumptions</b>																	
% Growth of Admin Costs	3%	3.60%	3.39%	3.32%	3.10%	3.06%	3.04%	3.07%	3.10%	3.13%	3.16%	3.19%	3.22%	3.26%	3.29%	3.32%	
% payback to City for Underpass	25%																
Underpass contribution	\$ 1,408,500																
Underpass Interest	0.650%																
County Payment %	7.15%																
<b>Expenditures</b>																	
Professional Services - Investment Fees	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	
Professional Services-Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Admin & Ops - Current GF Labor Costs	60,000	61,800	63,654	65,564	67,531	69,556	71,643	73,792	76,006	78,286	80,635	83,054	85,546	88,112	90,755		
Payments out of Construction Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1
Bond Maintenance Fees	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	7,150	-	
Core Area Bond Principal Payment	362,469	554,766	566,303	660,021	673,528	687,126	700,638	714,413	728,457	742,774	757,371	772,251	787,420	802,885			
Core Area Bond Interest Payment																	
South Street Road Reconstruction																	
County Payment	119,172	130,244	136,971	151,297	157,941	163,579	166,850	170,187	173,591	177,063	180,604	184,216	187,900	191,658	195,492		
Downtown Parking Feasibility Study																	
Utility Undergrounding	170,000																
Downtown Street Pole Replacement	70,000	72,000	75,000	80,000													
Underpass Commitment	948,107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total Expenditures</b>	<b>1,737,098</b>	<b>826,160</b>	<b>849,278</b>	<b>964,232</b>	<b>906,349</b>	<b>927,611</b>	<b>946,481</b>	<b>965,743</b>	<b>985,404</b>	<b>1,005,474</b>	<b>1,025,959</b>	<b>1,046,871</b>	<b>1,068,216</b>	<b>1,090,006</b>	<b>286,448</b>		16,174,780
<b>Yearly Revenue Exceeding Expenditures</b>	<b>(70,356)</b>	<b>995,434</b>	<b>1,066,399</b>	<b>1,151,814</b>	<b>1,302,610</b>	<b>1,360,201</b>	<b>1,387,087</b>	<b>1,414,496</b>	<b>1,442,440</b>	<b>1,470,928</b>	<b>1,499,970</b>	<b>1,529,577</b>	<b>1,559,760</b>	<b>1,590,530</b>	<b>2,447,699</b>		19,914,408

**Exhibit A**  
**2020 Budget**

	2017 Actual	2018 Actual	2019		2020 Budget
			Budget	Estimate	
<b>Beginning Fund Balance</b>	<b>3,398,940</b>	<b>768,444</b>	<b>921,851</b>	<b>921,851</b>	<b>668,581</b>
<b>Revenue:</b>					
Property Tax	795,640	1,259,070	1,615,382	1,675,100	1,998,540
Interest Earnings	21,770	30,379	2,000	25,000	30,000
<b>Total Revenue</b>	<b>817,410</b>	<b>1,289,448</b>	<b>1,617,382</b>	<b>1,700,100</b>	<b>2,028,540</b>
<b>Expenditures:</b>					
Support Services - COL	25,577	34,900	60,000	60,000	60,000
Cap Contr - COL - Underpass	75,000	300,118	948,107	948,110	-
Cap Contr - COL - South St Reconstruct	178,327	24,905	-	-	-
Regional Detention Land Comp - COL	202,500	-	-	-	-
Cap Contr - COL - Undergrounding	-	-	170,000	170,000	-
Cap Contr - COL - Downtown Lights	-	-	70,000	70,000	72,000
TIF Refund - Boulder County	56,035	88,673	115,500	119,770	142,900
TIF Refund - Fire District	-	-	-	-	75,870
TIF Rebate - Loftus Developmen	102,911	192,123	-	-	-
Bond Maint Fees - Paying Agent	6,500	7,150	7,150	7,150	7,150
Professional Services - Investment Fees	3,176	3,484	200	3,500	3,500
Professional Services - Other	1,221	21,870	-	24,470	20,000
Payments from Construction Acct - DELO	2,465,745	127,518	-	-	310,000
Principal-Bonds	-	-	153,391	206,000	355,000
Interest-Bonds	330,914	335,300	344,374	344,370	329,950
<b>Total Expenditures</b>	<b>3,447,906</b>	<b>1,136,041</b>	<b>1,868,722</b>	<b>1,953,370</b>	<b>1,376,370</b>
<b>Ending Fund Balance</b>	<b>768,444</b>	<b>921,851</b>	<b>670,511</b>	<b>668,581</b>	<b>1,320,751</b>