City of Louisville
COLORADO • SINCE 1878

Louisville Revitalization Commission

Wednesday, March 11, 2020
Louisville Recreation and Senior Center
Imperial Conference Room
900 W. Via Appia Way
8:00 AM

I. Call to Order
II. Roll Call
III. Approval of Agenda
IV. Approval of February 12, 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- TIF Funding Projections
   b. Discussion/Direction- Public Infrastructure Assistance Agreement with 824 South, Inc.
   c. Discussion- Property Tax TIF Revenue Sharing w/Louisville Fire Protection District
   d. Discussion/Direction- LRC Goals and 2020 Work Plan
   e. Discussion- Fee or Cost Sharing for TIF Assistance Analysis
VIII. Items for Next Regular Meeting: April 8, 2020 @ 8 AM
   a. City Council Dinner/Study Session (April 14, 2020 @ 5:30 PM)
   b. Highway 42 Plan Review and DELO Update
IX. Commissioners' Comments
X. Adjourn

City of Louisville
City Manager's Office *749 Main Street* *Louisville, CO 80027*
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City of Louisville
COLORADO • SINCE 1878

Louisville Revitalization Commission

Minutes

Wednesday, February 12, 2020
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)

Call to Order – Vice Chair Alexis Adler called the meeting to order at 8:00 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present:	Alexis Adler Rich Bradfield Mark Gambale Alex Gorsevski Council member Jeff Lipton Bob Tofte
Staff Present:	Heather Balser, 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:	Erik Hartfronft, Barbie Iglesias, and Mike Kranzdorf

Approval of Agenda
Approved as presented.

Approval of January 13, 2020 Minutes:
Members discussed whether January minutes accurately reflected the discussion with Louisville Fire Protection District. Commissioner Bradfield had requested the District provide more detail about how the funds from the IGA would be used now and in the future. City Manager Balser clarified that Staff worked with the District and that this information has been included with the upcoming City Council materials. It will also be provided to the LRC when they next review the agreement.

Commissioner Gambale made motion to approve the minutes. Commissioner Bradfield seconded. All in favor.

Public Comments on Items Not on the Agenda
None.

Reports of Commission
None.

Business Matters of Commission

- **Discussion / Direction 824 South Street Application for Urban Renewal assistance**

  At the end of January, staff received an application seeking assistance for public improvements for a project at 824 S. Main. The project includes the renovation and rehabilitation of an existing structure and construction of a new building for either hotel and/or office/retail space. The packet contains staff review and analysis. The applicant, 824 South, Inc., is seeking just over $260k for public improvements.

  The LRC has reviewed applications against three goals:

  - Removal of blight;
  - Positive effect on property values; and
  - Advancement of URA.

  Staff believes this new use would meet all the stated criteria and is consistent with the Highway 42 Urban Renewal Plan.

  The applicant is currently constructing the core and shell on the subject property. They are seeking input and hoping to advance the application quickly due to the existing construction schedule.

  Erik Hartfronft is the planner and architect on project. Barbie Iglesias is owner. Ms. Iglesias said her vision for the existing structure is a healthy to-go marketplace. Not a sit down, but fast service, prepared meals to go. Possibly wine and beer, hours, 7am – 8 pm. The Inn would have approximately seven rooms in the newly constructed building and two rooms in current building. She is seeking a hotel operator to manage it. The alternative uses under consideration are office and retail. Closest example to her concept is the Bradley House in Boulder.

Hartfronft said he is excited to work with Ms. Iglesias on this project and it is needed downtown. Pricing is challenging for the hotel concept and construction costs are rising. The applicant was also clear this is an owner-occupied project where Ms. Igelsias has decided to make this substantial investment in Louisville.

They are trying to defray costs and this assistance request seeks to stay in the public right-of-way. The conversion to three-phase power in the alley will benefit future commercial buildings. They are suggesting to add private parking in the alley and increase on-street parking with diagonal spots. Public Works suggested extending the downtown Streetscape along South Street; however, this is not required, so if the assistance package is not awarded, the streetscaping will not be done.

Council Member Lipton asked to clarify the placement of the referenced patio seating. The applicant indicated all outdoor seating is planned to be set-back onto the private property both on Main and on South Street. The request for assistance does not include funds for patio or outdoor seating.

The property as envisioned will be subject to lodging tax and possible sales tax. There will be a net addition of six or seven parking spaces. The applicant indicated they have already paid the fee-in-lieu of parking for five spaces not provided on-site. The analysis of parking needs did not change based on whether the use was hotel or office.

Commissioner Bradfield asked if the infrastructure for electric vehicle charging stations could be incorporated into the project. Mr. Hartfronft stated he thought they could provide stubs from the electric conduit being installed if the City wished to place them in the future. Public Works has already reviewed the conduit plans in line with streetscape components.

Commissioner Gorseveski inquired about the placement of the sewer line under brick pavers as well as the 90-degree bends in the line. Mr. Hartfronft indicated he would review the suggestion with project engineers.

The Commissioners discussed the LRC role in this project as truly providing financial assistance and that all work was related to ROW and utilities. They concurred it was similar to the work in DeLo for which LRC provided financial assistance. Overall the Commissioners were supportive of the project, the owner’s vision, and the positive addition to downtown Louisville.

Staff and Commissioners discussed the process necessary to advance this to City Council on March 3rd.

Commissioner Gambale made a motioning asking staff to prepare an agreement and move this request forward. Commissioner Tofte seconded the motion. Council Member Lipton again clarified patio seating is not part of the request; this will be clarified in future materials.

Commissioner Bradfield asked for pro forma data on uses related to sales tax. Staff indicated any analysis would be based on very broad assumptions since the exact mix of uses for the project has not yet been determined.

All in favor.

Vice Chair Adler made a motion for a special meeting Friday, February 21st at 7:30 am. Commissioner Gorsevski seconded. All in favor.

- **Discussion – LRC Goals and 220 Work Plan**
  Based on the Commission's request, Economic Vitality Director Pierce drafted broad goals; these plus the other feedback received was incorporated into the packet version. Commissioners requested 824 South Main project be added to Project Area #5.

  Commissioners provided additional input to refine the goals. They suggested re-ordering them so that Goal #2 would be listed first. Existing Goal #1 will be re-worded to read: "Participate in funding public infrastructure improvements that will provide community benefit." Existing Goal #3 will be revised to say: "Form public-private collaborations to provide financial assistance that stimulates growth and reinvestment in the Urban Renewal Area."

  Commissioner Bradfield suggested the Project Areas should be prioritized so staff has clear direction. Commissioners reviewed several other suggestions on wording of the Actions; these will be incorporated for review at the March meeting.

- **Discussion – Fee or Cost Sharing of TIF Assistance Analysis**
  Director Pierce noted that due to the time, the discussion on implementing a fee or cost sharing policy for applicants requesting direct financial TIF assistance would be reviewed at the March meeting.

- **Discussion – TIF Funding Projections**
  Director Pierce briefly reviewed the packet materials, including the last long-term projection that was performed in January 2019 and the 2020 LRC budget.

She suggested the LRC may wish to consider some different approaches to the projections so that they are more certain of the funds likely to be available for future projects they may wish to assist with financing. This item will also be reviewed again in March.

Items for Next Regular Meeting: March 11, 2020 @ Arts Center

Property Tax TIF Revenue Sharing
Highway 42 Plan Review and DELO Update
City 2021/2022 Budget
Joint Meeting with City Council Scheduled for April 14, 2020 at 5:30 pm

Commissioners Comments:

The Library meeting Room is not available on Wednesday. Commissioners agreed to meet at the Arts Center.

Commissioner Gorsevski asked for an update on Terraces on Main. Director Pierce reported that she has not heard anything from them recently.

Adjourn: The meeting adjourned at 9:30 am.

City of Louisville
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LOUISVILLE REVITALIZATION COMMISSION

SUBJECT: **TIF FUNDING PROJECTIONS**

DATE: **MARCH 11, 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. Staff also recommends the LRC carry forward the commitments for Undergrounding ($170,000) and Downtown Lights ($70,000) from its 2019 budget (see Attachment #2)
- If approved, the payment to the Louisville Fire District should be included in analysis, like the projected payments under the Tri-Party Agreement.
- If desired for discussion, staff can prepare 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

TIF District Analysis 2019 01 31

	Res AV %	7.20%
= Actual Values	Comm AV %	29%

																	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	
Tax Year as of January 1		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Year Tax paid		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	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
Total Assessed Value plus Projects		61,021,831	63,630,068	65,561,086	68,723,108	70,675,370	72,484,877	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	
Total TIF Assessed Value		19,035,436	20,803,945	21,878,441	24,166,809	25,227,946	26,128,505	26,651,075	27,184,096	27,727,778	28,282,334	28,847,980	29,424,940	30,013,439	30,613,707	31,225,982	
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																	
Expenditure Assumptions																	
% 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%																
Expenditures																	
Professional Services - Investment Fees		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	-	
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	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Expenditures		**1,737,098**	**826,160**	**849,278**	**964,232**	**906,349**	**927,611**	**946,481**	**965,743**	**985,404**	**1,005,474**	**1,025,959**	**1,046,871**	**1,068,216**	**1,090,006**	**286,448**	16,174,780
																	-
Yearly Revenue Exceeding Expenditures		**(70,356)**	**995,434**	**1,066,399**	**1,151,814**	**1,302,610**	**1,360,201**	**1,387,087**	**1,414,496**	**1,442,440**	**1,470,928**	**1,499,970**	**1,529,577**	**1,559,760**	**1,590,530**	**2,447,699**	19,914,408

Exhibit A

2020 Budget

	2017 Actual	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Beginning Fund Balance	**3,398,940**	**768,444**	**921,851**	**921,851**	**668,581**
Revenue:					
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
Total Revenue	**817,410**	**1,289,448**	**1,617,382**	**1,700,100**	**2,028,540**
Expenditures:					
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
Total Expenditures	**3,447,906**	**1,136,041**	**1,868,722**	**1,953,370**	**1,376,370**
Ending Fund Balance	**768,444**	**921,851**	**670,511**	**668,581**	**1,320,751**

SUBJECT: **DISCUSSION/DIRECTION – PUBLIC INFRASTRUCTURE ASSISTANCE AGREEMENT WITH 824 SOUTH, INC.**

DATE: **MARCH 11, 2020**

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

SUMMARY:
On February 12, the LRC reviewed 824 South Inc.'s application for assistance with public infrastructure and utility improvements at 824 South Street / 957 Main Street in downtown Louisville. In converting an existing residential structure and constructing a new building, the project will bring new commercial uses to downtown such as retail, restaurant or small café, potential boutique hotel, and/or office space. LRC was supportive of the request for assistance and directed staff to prepare an agreement for discussion.

DISCUSSION:
The LRC reviewed the application for assistance against three goals: 1) Removal of blight factors; 2) Positive effect on property values; and 3) Advancement of the Urban Renewal Area (URA). Specifically, the conversation focused on the work in the public Right-of-Way (ROW) for which the applicant provided description and estimated costs, including:

- Installing new sidewalks, curb and gutter, and alley pan;
- Adding brick paving accents, street trees in tree grates, and decorative street lights in conformance with the Downtown streetscape program;
- Cutting and patching street and alley for utility improvements and extensions;
- Removing non-conforming utilities; and
- Providing adequate power and gas from off-site.

While we originally planned to address this agreement at a special meeting in February, staff has been working with the City Attorney and the applicant on a revised agreement structure. Prior agreements for assistance structured rebates to be repaid over a period of years as the value of the particular property requesting assistance increased in value. Since this assistance is only for public improvements and utilities, staff recommends it should not be tied specifically to the increase in property value that would necessitate the applicant waiting numerous years for rebates. Also, the LRC has funds to sufficient to rebate these costs as the work is done and approved.

Please note that the amount of the request has increased slightly through the revision process, from $261,742 to $275,000, to accommodate additional contingency and make that the assistance cap. The applicant is required to meet the City's standards for the work, to obtain appropriate warranties, and submit the improvements for inspection and approval. The City would then rebate according to the actual invoice, up to the

$275,000. As the applicant is providing the project warranty, the agreement outlines the LRC will provide the financial guarantee ($275,000 multiplied by 1.15). After the warranty period expires, the additional 1.15 of the guarantee would go back to the LRC if it had not been used.

Based on a Commissioner suggestion, the applicant has agreed to incorporate additional stubs for the electrical conduit that could accommodate future electric vehicle charging station installations. The conduit will already be installed for the decorative and holiday lighting. Another Commissioner suggestion was around the location of the planned sewer utility improvements—to locate the sewer under concrete rather than the brick banding and also to change the angle of the sewer bends. The applicant reviewed these suggestions and informed staff it would add $32,000 of project costs. Staff directed the applicant to not include these changes, so as not to raise the cost of the requested assistance significantly.

Commissioners requested additional information related to the project's financial benefit to the City. A significant benefit to the City and the URA will be the re-valuation of the property as a commercial structure. The property at 824 South Street 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 (property tax estimate is $3,621.26). The redevelopment of the property also generates Building Permit Fees and Construction Use Tax, for a project the applicant states is valued at between $4.31 and $4.44 million.

To provide some comparison, staff looked at newer commercial buildings in downtown that have a mix of uses. The existing residential structure has a current value of about $71 per square foot. 950 Spruce Street is a two-story commercial building (19,796 square feet) that includes retail and office uses; it is currently valued at approximately $177 per square foot. Koko Plaza at 901 Front Street is also a two-story commercial building (35,086 square feet) that includes restaurant, retail, office, and service uses; it is currently valued at approximately $208 per square foot.

Since the applicant is still entertaining a variety and mix of potential uses for the project, detailed revenue projections are not feasible at this point. It is likely that the ultimate mix of tenants will be subject to a variety of the City's established taxes, including:

- City Sales/Use Tax- 3% (plus Open Space Tax- 0.375%, Historic Preservation Tax- 0.125%, and Recreation/Senior Center Tax- 0.15%)
- Consumer Use Tax- 3% (plus Open Space Tax- 0.375%, Historic Preservation Tax- 0.125%, and Recreation/Senior Center Tax- 0.15%)
- Lodging Tax- 3%

Consumer Use Tax is payable on taxable items for which Louisville Sales Tax is not paid. The City's Lodging Tax only applies to actual lodging receipts. Working with the applicant, we reviewed two potential scenarios for the project, which are outlined below.

- Scenario 1: Boutique Hotel (9 Rooms), including 4,355 SQ FT of Hotel Areas and Rooms, 1,609 SQ FT of Café/Food & Beverage Retail, and 776 SQ FT of Retail Tenant
- Scenario 2: Office and Retail, including 1,609 SQ FT of Café/Food & Beverage Retail, 2,093 SQ FT of Retail Tenant, and 3,038 SQ FT of Office Tenants

Looking at retail businesses in the Downtown selling general merchandise, the average annual Sales Tax revenue to the City collected for those business types in 2019 was approximately $9,900. The actual revenue for a retail tenant is highly dependent on the type of merchandise, success of the retailer, and total square footage really dedicated to sales.

Staff also reviewed similar café and food and beverage retailers in Downtown and in the McCaslin Corridor that are not focused on sit-down meals. On average in 2019, those businesses produced about $34,600 in Sales Tax revenue. Again, there would be significant variation depending on the size of the space, the amount of carry-out vs. in-person dining, and the price point of the food.

Louisville also collects both Lodging Tax and Sales/Use Tax from its six hotels. Unfortunately comparisons here on revenue will be difficult, since the size of the existing hotels range from approximately 60 to 150 rooms—among the six averaging 94 rooms each. On average, those six hotels paid $75,785.61 in Lodging Tax for 2019 (total $454,713.68). If you take that on a per room basis, each room generated about $802 of Lodging Tax revenue last year. Using that estimated average alone, seven to nine hotel rooms would generate between $5,614 and $7,218 in Lodging Tax to the City. In addition, the City collects Sales and Use Tax from hotels.

Project representative and architect Erik Hartronft plans to be at the LRC meeting to answer any additional questions.

RECOMMENDATION:
Discuss the agreement for public infrastructure assistance with 824 South, Inc. and provide direction on advancing this agreement to the City Council.

Staff anticipates the agreement could be presented for Council consideration at the March 17 Regular Meeting. The LRC should also provide direction as to whether it wishes to have a special meeting to approve the agreement before its next meeting on April 8.

ATTACHMENTS:
- Agreement for Public Infrastructure Assistance with 824 South, Inc.

PUBLIC INFRASTRUCTURE ASSISTANCE AGREEMENT

This Public Infrastructure Assistance Agreement (this "Agreement") is made on _____, 2020, by and among the LOUISVILLE REVITALIZATION COMMISSION (the "LRC"), the CITY OF LOUISVILLE (the "City"), and 824 SOUTH, INC., a Colorado corporation (the "Developer") (The LRC, the City, and Developer are collectively the "Parties").

RECITALS

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

B. The Developer is the owner of certain real property located at 957 Main Street and 824 South Street, Louisville, CO, which is legally described as Lot 1, Block 5, Town of Louisville, County of Boulder, State of Colorado.

C. The Developer proposes a commercial development consistent with the 824 South Street/957 Main Street Planned Unit Development Amendment (Reception No. 03746760) and Special Review Use Amendment (Reception No. 03746762). The project includes conversion of the existing residential structure to a commercial use and construction of an adjoining new structure for commercial use. The development could include a mix of commercial uses, such as restaurants, cafes, hotel, and office space. The project proposes 10,847 square feet of rentable space, inclusive of the 2,137 square foot residential structure being converted for commercial and/or hotel use; angled parking is planned for South Street adjacent to the Property (the "Project").

D. The Project includes associated public and private infrastructure improvements, including but not limited to sidewalks, curb and gutter, alley pan, brick paving accents, street trees in tree grates, and decorative street lights; extension of adequate utilities to the site including water, sanitary sewer and storm sewer, including removal of existing non-conforming utilities and cutting and patching street and alley; and work to provide adequate power and gas from offsite (the "Project Improvements"). The Project Improvements are further described and depicted in Exhibit A, which is attached hereto and incorporated herein by this reference.

E. The Project is located within the area (the "Plan Area") described in the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan"). Completion of the Project and Project Improvements will remove barriers to development and remediate adverse conditions within the Plan Area, and will be carried out in furtherance of the purposes of the Act and Plan.

F. The LRC finds that entering into this Agreement will promote the redevelopment of an area within the Plan Area and LRC boundaries and will remediate adverse conditions within the Plan Area in a manner consistent with the Plan, and will

provide a mechanism for assisting in the financing of Project Improvements that benefit the City of Louisville (the "City") and its residents.

G. The Plan allows the LRC to fund public infrastructure improvements necessitated by or associated with private developments by means of advance and reimbursement funding agreements in accordance with the Act.

H. The LRC is authorized to enter into this Agreement pursuant to the Act, including without limitation C.R.S. Section 31-25-105(1)(b), which authorizes an urban renewal authority to enter into agreements to carry out the purposes of the Act.

AGREEMENT

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

1. Construction of Project. In conjunction with the development of the Project, Developer will finance, design and construct the Project and Project Improvements with its own funds. Developer shall not commence construction of the Project or Project Improvements unless and until the developer has obtained necessary City of Louisville approvals and permits. Developer shall comply with the terms of separate agreements with the City pertaining to the Project or Project Improvements.

2. LRC Financial Assistance and Developer Warranty.

a. Following execution of this Agreement, the LRC shall deposit with the City one hundred and fifteen percent (115%) of the total contract amount ($275,000 *multiplied by* 1.15), which sum shall be kept in a separate account ("Financial Guarantee"). The City shall reimburse Developer an amount not to exceed the amounts set forth in Exhibit A for Project Improvements completed under this Agreement ("total contract amount"). Developer shall not be entitled to payment until Project Improvements are completed by the Developer and inspected and conditionally accepted by the City. Developer may not submit an invoice for any Project Improvements that have not been completed and construction is inspected and accepted by the City as set forth in subsection (d) below. No City employee or LRC member or employee has the authority to bind the City or LRC with regard to any payment which exceeds the amount payable under the terms of this Agreement.

b. Upon the City's conditional acceptance of the Project Improvements, the Developer shall submit an invoice to the City for actual costs incurred in construction of the Project Improvements, not to exceed the amounts set forth in Exhibit A. The Developer invoice shall document the Project Improvements that have been completed by the Developer and inspected and conditionally accepted by the City, and such other information as may be required by the City. The Developer shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the accompanying documentation is

unsatisfactory. The City shall retain the remaining fifteen percent (15%) of the Financial Guarantee to secure the Developer's continued performance under the Agreement until the warranty period set forth in subsection (e) has expired, and upon expiration of such period shall refund the remainder of the Financial Guarantee to the LRC.

c. The Parties shall each keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made for costs associated with the Project and Project Improvements, and payments made by and received from the City under this Agreement.

d. Construction Acceptance. No later than ten (10) days after improvements are completed, Developer shall request inspection by the City. If Developer does not request this inspection within ten (10) days of completion of improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings and a certified statement of construction costs no later than thirty (30) days after improvements are completed. If improvements completed by Developer are satisfactory, the City shall grant "construction acceptance", which shall be subject to "final acceptance" as set forth herein. If improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive "construction acceptance." Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting, or by an extended amount of time approved by the City in writing in advance, based on the City's determination that the repairs, replacements, construction or other work are of the nature that the items cannot be completed within thirty (30) days even though the Developer has diligently worked to complete said items. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request of the City a re-inspection of such work to determine if construction acceptance can be granted, and the City shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. The City reserves the right to schedule re-inspections, depending upon scope of deficiencies. **No certificate of occupancy shall be issued for the Project prior to construction acceptance of the Project Improvements.**

e. Warranty & Maintenance of Improvements. For a Two (2) year period from the date of "construction acceptance" of the Project Improvements, Developer shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City, shall become necessary. If within thirty (30) days after Developer's receipt of written notice from the City requesting such repairs or replacements, the Developer has not completed such repairs, the City may exercise its rights as provided in Section (3) below. Notwithstanding the above, the Developer and each successor owner of the Project shall be responsible for the maintenance obligations provided for herein.

3. Breach.

a. In the event that the Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of the Developer by the City, unless the City in writing and in its sole discretion designates a longer cure period, then the City may draw on the Financial Guarantee and complete the Project Improvements at Developer's expense. Developer's expense shall be limited to the costs actually incurred by the City. Notice by the City to the Developer will specify the conditions of default. If the City determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the City may immediately complete the Improvements at Developer's expense; in such event, the City shall use its best efforts to notify Developer at the earliest practical date and time. The City may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or in equity which may be appropriate under city, state or federal law. Failure to timely complete construction of Project Improvements which is due to inclement weather, unavailability of labor or materials, or force majeure shall not be considered a breach of the Agreement. Any costs incurred by the City, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Developer shall be the responsibility of the Developer.

b. Reimbursement to City. Upon Developer’s breach of any of its obligations beyond any applicable cure period, the City may complete construction, repairs, replacements, or other work of Developer, in which event Developer shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City. If Developer fails to so reimburse City, then Developer shall be in default of the Agreement, and the City shall have any remedy at law or in equity which may be appropriate under city, state or federal law to enforce Developer’s obligations under this Agreement.

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

If to Developer:
824 SOUTH, INC.
Attn: Barbie Iglesias (with copy by email to Erik Hartronft)
5718 Westheimer, Suite 1806
Houston, TX 77057
Phone: 720.891.1580
baigles@outlook.com
erik@hapcdesign.com

If to LRC:
Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
mpierce@louisvilleco.gov

If to City:
City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027
Heatherb@Louisvilleco.gov

5. Termination. This Agreement shall terminate and become void and of no force or effect upon the LRC and City if, by December 31, 2020 Developer has not completed the Project Improvements (as evidenced by a successful final inspections and final acceptance of the Project Improvements), or should Developer fail to comply with any City code after proper notice and reasonable opportunity to cure the same. This Agreement shall automatically terminate upon expiration or termination of the Plan, and upon such expiration or termination, the Parties' obligations hereunder shall terminate, whether or not the full cost of the Project Improvements has been reimbursed to the Developer.

6. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a dispute concerning any provision of this Agreement, the Parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days of a request for mediation by any Party, then any Party may commence legal proceedings regarding the dispute. The venue for any lawsuit concerning this Agreement shall be in the District Court for Boulder County, Colorado.

7. Legal Challenge; Escrow. The LRC and City shall have no obligation to make any payment hereunder during the pendency of any legal challenge to this Agreement. The Parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the Parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement. In the event performance of any material term of this Agreement is rendered impossible as the result of any legal challenge, the City or LRC may terminate this Agreement, in which case the

Parties' obligations hereunder shall terminate; provided, however, that the City shall pay to Developer any Pledged Revenues accrued and appropriated for payment under this Agreement prior to such termination, to the extent permitted by law and any applicable court order.

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

9. No Joint Venture. Nothing is this Agreement is intended or shall be construed to create a joint venture between the LRC, the City, and Developer and neither the LRC nor the City shall be liable or responsible for any debt or obligation of Developer.

10. 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 City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its 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.

NEXT PAGE IS THE SIGNATURE PAGE

This Public Infrastructure Assistance Agreement is effective on the date first above written.

824 SOUTH, INC.

A Colorado Limited Liability Company

By: _____

Name: _____

Title: _____

ATTEST:

_____

_____
Print Name

LOUISVILLE REVITALIZATION COMMISSION

By: _____
Steve Fisher, Chair

ATTEST:

_____
Alex Gorsevski, Secretary

CITY OF LOUISVILLE

By: _____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

EXHIBIT A
Description of Project Improvements

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:

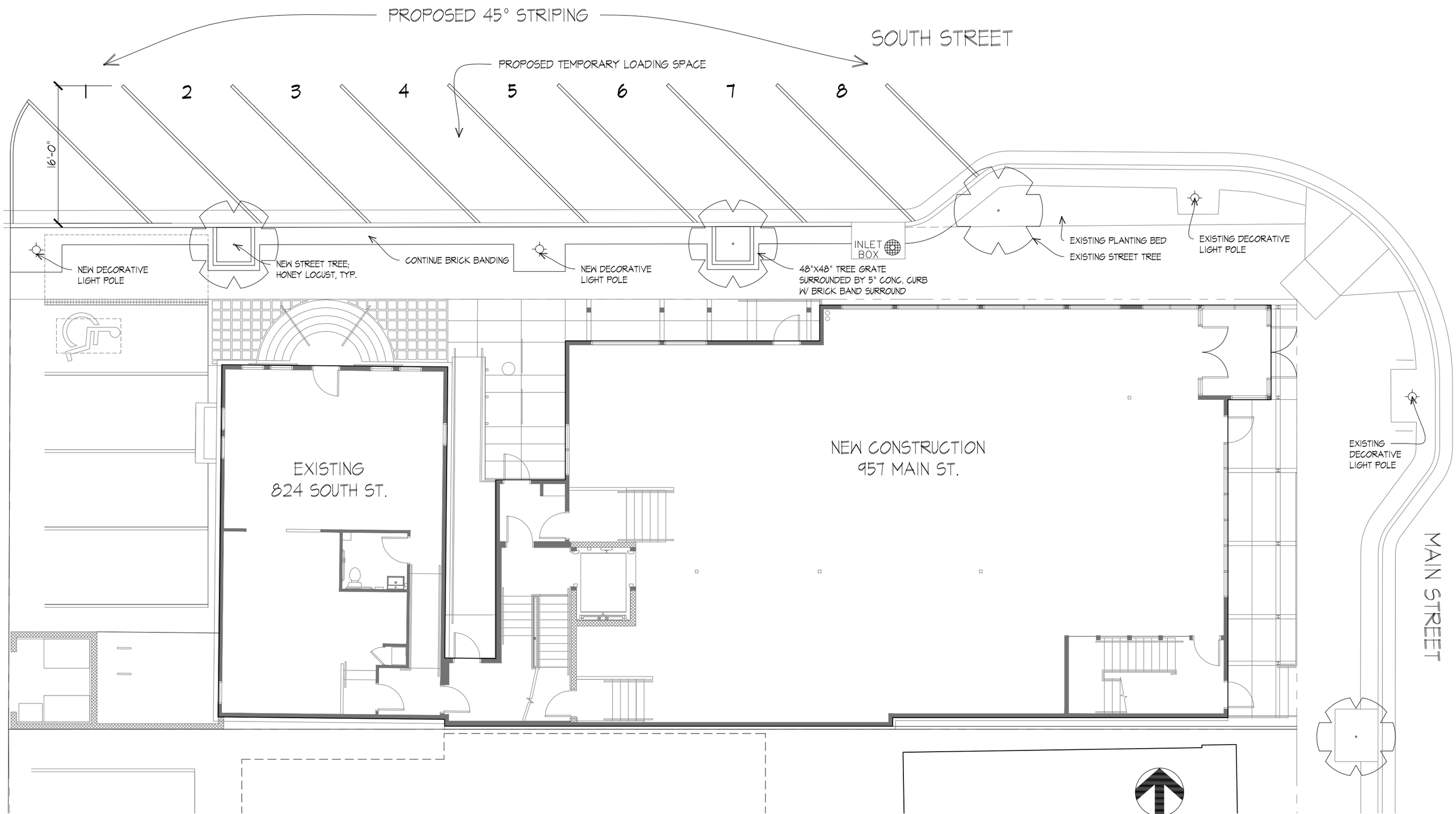
$ 205,462	Construction Cost (Breakdown of construction costs is attached)
$ 18,780	Soft Costs (Professional Fees + $4,000 Estimated city taxes & fees)
$ 25,000	Estimated Xcel Cost - Pole relocate, Extend 3-phase power, gas, etc.
$ 25,758	Contingency
$ 275,000	Total Estimated Cost

824 South Main / 957 Main Street - Louisville Colorado

Symmetry Builders, Inc.

August 21. 2019 (revised 1.27. 2020)

	R.O.W Break-Out				
	unit	quantity	unit price	subtotal	totals
	Scope Quantities are based on Building Permit Documents dated July 15. 2019. Drawings C1.01, C1.02 & A1.00				
Demolition:					**$28,251**
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	
Earthwork / Site Prep:					**$6,387**
o Subgrade Prep	ls	1	$3,360.00	$3,360	
o Fine Grading	sf	2,242	$1.35	$3,027	
New Site Work:					**$59,160**
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	
Site Utilities					**$53,892**
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	
Landscaping					**$8,464**
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	I	$385.00	$385	
Others					**$15,730**
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	
SUBTOTAL Hard Costs					**$171,884**
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	
TOTAL Construction Costs					**$195,363**
CM/GC, Soft & Development Costs					**$10,099**
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	
TOTAL Development Costs					**$205,462**



PROPOSED SOUTH STREET STREETSCAPE

1" = 10'-0"

HADCO by signify

Urban

R34

Refractive Post top

824 South St.

Project:

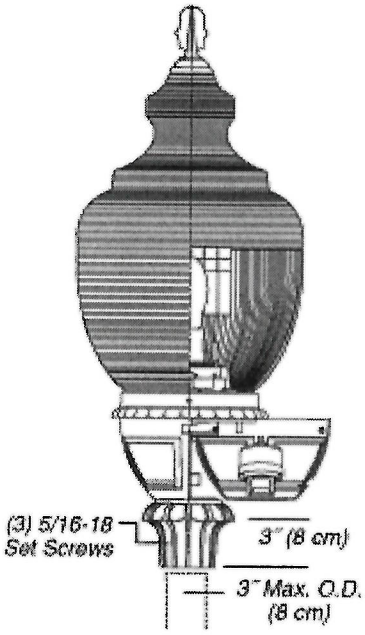
Location:

Cat No.

Type.

Lamps: Qty.

Notes:



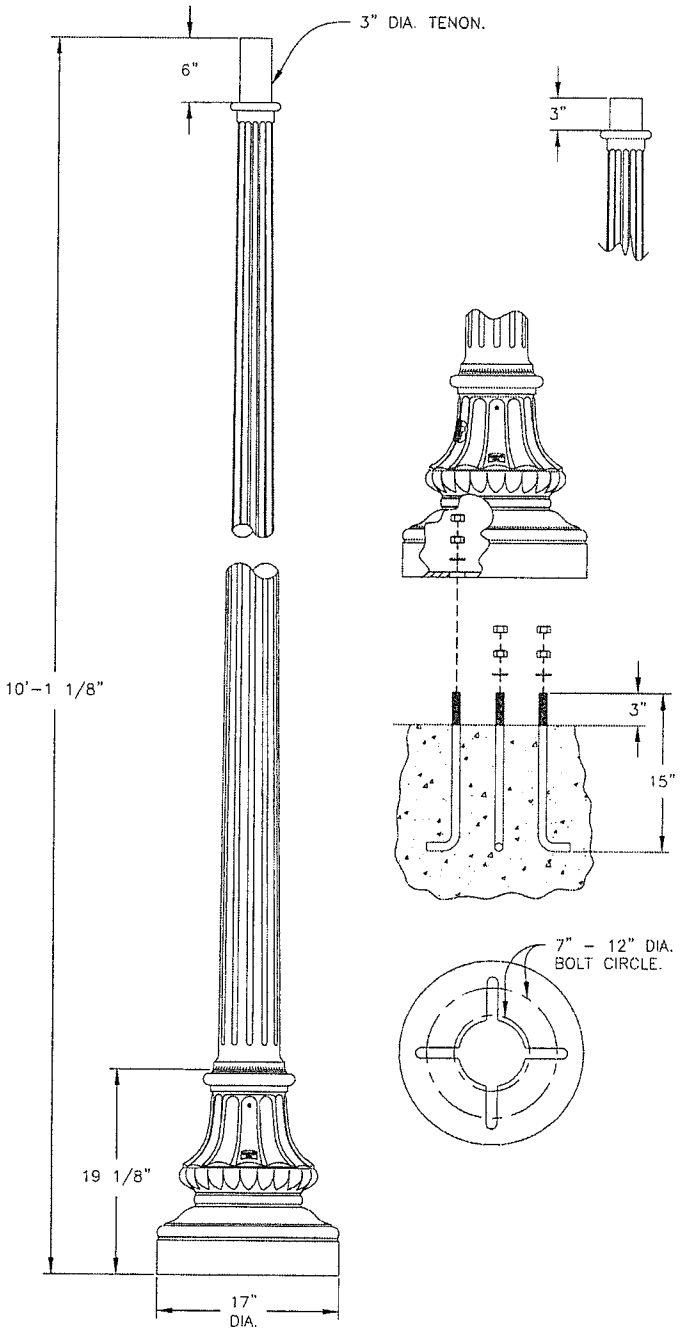
Ordering Guide

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

Product Code	R34	Refractive	
Fitter/Pod	A	Octagonal Style	
	B	Round fitter w/ scalloped petals	
	C	Fluted tapered hourglass	
	D	Smooth tapered hourglass	
	E	Tapered fluted w/ scalloped petals	
	F	Short round fluted	
	G	Tall round fluted	
	H	Round contemporary	
	J	Tapered Fluted w/ round stepped fitter	
	L	Round fluted long	
	T	Decorative Leaf w/ scalloped petals	
Roof	A	Victorian	
	B	Acorn	
	C	Tall	
	D	Short	
	G	Adams	
Cage / Band	B	Cage for Wide Body Globe	*1
	E	Band for Wide Body Globe	
	F	Band for Wide Body Globe	
	G	Cage for Wide Body Globe	*1
	I	Cage for Wide Body Globe	*1
	J	Cage for Wide Body Globe	*1
	N	None	
Finial	A	A Finial	
	B	B Finial	
	C	C Finial	*2
	D	D Finial	*2
	E	E Finial	*2
	F	F Finial	
	G	G Finial	
	H	H Finial	
	N	None	
Fasteners	1	Hex Head	
	2	Allen Head	
Finish	A	Black	
	B	White	
	G	Verde	
	H	Bronze	
	J	Green	
Reflector	D	Small Top Reflector	
	F	Small top reflector w/House-side shield	
	G	Full Top Reflector w/House-side shield	
	H	House Side Shield	
	L	Internal Louver Assembly	*3
	T	Full Top Reflector	
	N	None	
Photo Control	N	None	
	B	Button Eye Photo Control	
	R	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	(10 ft.)
	12	(12 ft.)
Finish	ABS	Antique Brass
	ACP	Antique Copper
	ARD	Antique Red
	ASI	Antique Silver
	BLK	Black
	BRN	Brown
	BRZ	Bronze
	FGN	Forest Green
	GRA	Granite
	IRN	Ironstone
	RBZ	Rustic Bronze
	SRT	Shadow Rust
	VBZ	Verde Bronze
	VCP	Verde Copper
	VGN	Verde
	VTC	Vintage Copper
	WBZ	Weathered Bronze
	WHT	White
Photoeye (Optional)	B	120V
	C	208V - 277V
Outlet Location (Optional)	B	4" from Top of Base
	T	12" from Top of Pole

Specifications

PHILIPS
Copyright 2014 Koninklijke Philips N.V. (Royal Philips). All rights reserved. Specifications are subject to change without notice.
Philips Lighting Company 200 Franklin Square Drive, Somerset, NJ 08873 | P: +1-855-486-2216 | www.philips.com/luminaires

City of Louisville
COLORADO • SINCE 1878

REVITALIZATION COMMISSION

SUBJECT: **DISCUSSION OF AGREEMENT REGARDING PROPERTY TAX TIF REVENUE SHARING, HIGHWAY 42 REVITALIZATION AREA, WITH THE LOUISVILLE FIRE PROTECTION DISTRICT**

DATE: **MARCH 11, 2020**

PRESENTED BY: **HEATHER BALSER, CITY MANAGER**
MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:
The LRC considered a proposed property tax TIF revenue sharing agreement with the Louisville Fire Protection District starting in 2019. In September 2019, the LRC chose to advance a TIF revenue sharing agreement to City Council for approval. Due to the Fire District having a mill levy item on the November ballot, City Council consideration of the approved agreement was not pursued last year. At its January 13, 2020 meeting, the LRC considered an agreement that had been updated to reflect the new mill levy approved by voters for the Fire District and agreed to again advance the proposed agreement to City Council.

DISCUSSION:
The agreement for property tax TIF revenue sharing between the City, the LRC, and the Fire District was presented to the City Council on February 18, 2020. Both staff and Chief John Wilson from the District made presentations to the Council. As requested by the LRC in January, Chief Wilson included detail about how the Fire District would anticipate investing the additional revenues received through the agreement. A copy of Chief Wilson's presentation is included here as an attachment. Primarily he indicated the funds would be used for staffing and equipment related to a second engine and recruitment and retention of employees, as well as toward the capital reserve fund for replacement of a medic unit and redesign of a training room at Station #1.

City Council reviewed the agreement and the request for funds in light of the November ballot initiative. Councilmembers discussed several ways to potentially amend the agreement for revenue sharing, but ultimately felt the LRC should reconsider the item in light of its discussions on long-term funding projections. The City Council continued consideration of the agreement to the May 19 regular meeting.

The LRC's March agenda will also include discussion of the process for creating fund projections. Staff anticipates that with direction from the LRC on projections, the Fire District agreement could return for consideration at a future meeting.

RECOMMENDATION:
Discuss City Council consideration of the agreement for property tax TIF revenue sharing.

ATTACHMENTS:

1) February 18, 2020 City Council Materials and Excerpt of Minutes

SUBJECT: **RESOLUTION NO. 15, SERIES 2020 – A RESOLUTION APPROVING AN AGREEMENT AMONG THE CITY OF LOUISVILLE, THE LOUISVILLE REVITALIZATION COMMISSION, AND THE LOUISVILLE FIRE PROTECTION DISTRICT FOR PROPERTY TAX TIF REVENUE SHARING**

DATE: **FEBRUARY 18, 2020**

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

SUMMARY:
The Louisville Revitalization Commission (LRC) considered a proposed property tax TIF revenue sharing with the Louisville Fire Protection District ("District") starting in 2019. In September 2019, the LRC approved advancing the TIF revenue sharing agreement to City Council for approval. Due to the Fire District having a mill levy item on the November ballot, City Council consideration of the approved agreement was not pursued last year. At its January 13, 2020 meeting, the LRC considered an agreement that had been updated to reflect the new mill levy approved by voters for the Fire District.

DISCUSSION:
During original consideration, the Fire District had an approved 6.686 mill levy on real and personal property. Based on the successful November vote, they now also have an additional 3.900 mill levy. Staff continued discussions with District representatives following LRC and Council consideration. The TIF revenue sharing agreement between the LRC, the City, and the Fire District is based upon the prior agreement adopted with Boulder County (see Attachment #2). The terms of the new agreement are also substantially similar to what was previously presented. The proposed terms as drafted in Exhibit A to the attached Resolution are highlighted below:

- Beginning with the 2020 calendar year, the LRC would provide to the District 25% of TIF revenues generated by the 6.686 mill levy and 100% of TIF revenues generated by the new 3.900 mill levy.
- The LRC budget included $75,870 in 2020 anticipating this agreement. Based on the final assessed valuation from the Boulder County Assessor, with both mill levies, the amount refunded in 2021 is projected to be $73,880.
- The agreement has an effective date of January 1, 2020, with payments made in January of the following year.
- Payments would be collected through 2033, with the last payment made in January 2034.
- A new clause has been added to Section 5 regarding Obligation Subordinate. While the Fire District would be subordinate to prior agreements and potentially

future bonds issued for an Urban Renewal Project, it notes an attempt to accommodate Fire District interests in future bond structures. This is similar to language in the Tri-Party Agreement with Boulder County, Section 9.

Section 5 of the amended and restated cooperation agreement between the LRC and the City requires the LRC to notify the City Council in writing of its intention to enter into a financial obligation extending beyond the end of the LRC's current fiscal year, and the LRC may not commit to such a financial obligation unless a majority of the City Council has adopted a resolution determining the City's interests in connection with such financial obligation are adequately protected. In addition to this requirement in the cooperation agreement, the City is a party to the TIF revenue sharing agreement. Therefore, the TIF revenue sharing agreement must be approved by the City Council.

In January, the LRC agreed to advance the new proposed agreement for Council consideration. They also requested the Fire District provide additional detail about how the funds they would receive under the agreement would be used. The Fire District has provided that supplemental information in an updated presentation, which is included as Attachment #3. With Council approval, the LRC will consider the same agreement for final approval at its March 11, 2020 meeting.

FISCAL IMPACT:
For calendar year 2020, it is anticipated the District will receive $73,880 in payments in January 2021. A copy of the LRC's 2020 adopted budget is also attached, which included a placeholder of $75,870 anticipating the agreement might be approved. The budget amount was adopted in November 2019 and since that time we have received final assessments, lowering the projection from $75,870 to $73,880.

PROGRAM/SUB-PROGRAM IMPACT:
The proposed revenue sharing agreement supports the Economic Prosperity Program goal to facilitate investment and produce reliable revenue to support City services.

The LRC has analyzed sharing its revenues that are invested in the Urban Renewal Area and how the Fire District plans to use the funding to support services for Louisville residents.

RECOMMENDATION:
The LRC recommends City Council approve the attached Resolution for an agreement among the City, the LRC, and the Louisville Fire Protection District for property tax TIF revenue sharing.

ATTACHMENTS:

1. Resolution and Agreement
2. Tri Party Agreement for Highway 42 Revitalization Area
3. LRC 2020 Adopted Budget
4. Louisville Fire Protection District Presentation

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 15
SERIES 2020

A RESOLUTION APPROVING AN AGREEMENT AMONG THE CITY OF LOUISVILLE, THE LOUISVILLE REVITALIZATION COMMISSION, AND THE LOUISVILLE FIRE PROTECTION DISTRICT FOR PROPERTY TAX TIF REVENUE SHARING

WHEREAS, the City of Louisville (the "City") is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City; and

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

WHEREAS, the Louisville Fire Protection District (the "District") is a fire protection district organized pursuant to Title 32 of the Colorado Revised Statutes; and

WHEREAS, pursuant to the Act, the City Council adopted Resolution No. 37, Series 2006 approving the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan") to carry out the urban renewal project (the "Urban Renewal Project") described in the Plan for the area described therein (the "Urban Renewal Area"); and

WHEREAS, the Act includes and the Plan contains a provision authorizing the financing of the Urban Renewal Project utilizing tax increment financing as further provided in the Plan and as authorized by Section 31-25-107(9) of the Act; and

WHEREAS, Section 31-25-107(11) of the Act permits and authorizes the City, the LRC, and the District to enter into agreements for allocation of responsibility among the parties to the agreement for payment of the costs of any additional infrastructure or services necessary to offset the impacts of an urban renewal project and for the sharing of revenues; and

WHEREAS, the City desires to enter into such an agreement as authorized under Section 31-25-107(11).

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

Section 1. The proposed Agreement Regarding Property Tax TIF Revenue Sharing, Highway 42 Revitalization Area, among the City of Louisville, the Louisville Revitalization Commission, and the Louisville Fire Protection District (the "Agreement"), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, and the Mayor is hereby further authorized to negotiate and

approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of such Agreement are not altered.

PASSED AND ADOPTED this 18th day of February, 2020.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

EXHIBIT A

Agreement Regarding Property Tax TIF Revenue Sharing

AGREEMENT REGARDING PROPERTY TAX TIF REVENUE SHARING
Highway 42 Revitalization Area

This Agreement regarding Property Tax TIF Revenue Sharing (the "Agreement") is made as of _____, 2019 by and among the LOUISVILLE REVITALIZATION COMMISSION, a body corporate and politic of the State of Colorado (the "Commission"), the CITY OF LOUISVILLE, a Colorado municipal corporation (the "City"), and the LOUISVILLE FIRE PROTECTION DISTRICT, a fire protection district organized pursuant to Title 32 of the Colorado Revised Statutes (the "District"), collectively, the "Parties" and individually a "Party."

RECITALS

A. Pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the "Act"), the City Council of the City passed and adopted Resolution No. 37 approving the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan") to carry out the urban renewal project (the "Urban Renewal Project") described in the Plan for the area described therein (the "Urban Renewal Area").

B. The Act provides, and the Plan contains, a provision authorizing the financing of the Urban Renewal Project through, among other methods, the use of property tax increments as authorized by the Act ("Property Tax TIF").

C. The City and the Commission previously entered into a Tri-Party Agreement with the County of Boulder, dated December 5, 2006 (the "Tri-Party Agreement") which provides that commencing on January 1, 2015, there shall be paid to the County certain County TIF revenues, as further defined and set forth in the Tri-Party Agreement.

D. The City and the Commission previously entered into an Amended and Restated Cooperation Agreement dated April 5, 2011 (the "2011 Cooperation Agreement") which provides that the Commission shall repay to the City certain City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the Commission, as further defined and set forth in the 2011 Cooperation Agreement.

E. The City and the Commission previously entered into a Cooperation Agreement (Highway 42 Revitalization Area South Street Gateway Project Funding), dated November 5, 2012 (the "2012 Cooperation Agreement") relating to financial assistance for the construction of the South Street Gateway to be located at the crossing of South Street under the Burlington Northern Railroad right-of-way, as further set forth in the 2012 Cooperation Agreement.

F. The Commission issued its Property Tax Increment Revenue Bonds (DELO Project), Series 2014 on October 23, 2014, in the principal amount of $4,500,000 (the "2014 Bonds") and pledged the Property Tax TIF revenue from the Core Project Area (as defined in the 2014 Bond Resolution authorizing the 2014 Bonds) to the payment of the 2014 Bonds on a basis that was subordinate to the payments required under the Tri-Party Agreement, the 2011 Cooperation Agreement and the 2012 Cooperation Agreement. Pursuant to the terms and

provisions of the 2014 Bond Resolution, all Property Tax TIF revenue from the Core Project Area remaining after any required payments under the Tri-Party Agreement, the 2011 Cooperation Agreement and the 2012 Cooperation Agreement have been made are required to be applied to the payment of the 2014 Bonds until the 2014 Bonds are paid in full or until the Bonds are discharged on December 1, 2033.

G. The City and the Commission previously entered into an Amended and Restated Cooperation Agreement dated November 17, 2015 (the "2015 Cooperation Agreement") which provides that the Commission shall repay to the City certain City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the Commission, as further defined and set forth in the 2011 Cooperation Agreement.

H. The Commission and 712 Main Street LLC and 722 Main Street LLC previously entered into a Property Tax Increment Rebate Agreement dated _____ (the "2019 TIF Rebate Agreement"), which pledges Property Tax TIF revenues received by the Commission as a result of the property tax mill levies imposed upon the valuation of the property identified in such agreement for a period of time commencing with the first full fiscal year following issuance of a certificate of occupancy for the project to be constructed and ending upon payment of $1,100,000 or the expiration of the Property Tax TIF provision of the urban renewal plan, whichever first occurs.

I. Section 31-25-107(11) of the Act permits and authorizes the Parties to enter into this Agreement for payment from that portion of the Property Tax TIF revenue produced by the District property tax levy, or any portion of such levy, the costs of additional District infrastructure or services necessary to offset the impacts of the Urban Renewal Project and for the sharing of revenues.

J. The District may, from time-to-time, refer to the registered electors of the District one or more ballot issues requesting an increase in the District's mill levy to help pay increased expenses associated with the District's costs of infrastructure, services, and equipment within the District's boundaries, which includes the City and its residents.

K. The Parties by this Agreement desire to provide for a sharing of a percentage of the Property Tax TIF revenues calculated, produced, and allocated to the Commission from the District's current property tax levy, including any additional revenues resulting should the District's voters approve a general mill levy increase or bond issuance mill levy ballot issue at one or more elections in the future, subject to the Commissions existing obligations under the 2014 Bonds, the 2015 Cooperation Agreement, and the 2019 TIF Rebate Agreement (collectively, the "Prior Obligations").

AGREEMENT

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. District TIF Revenue Sharing.

a. Commencing on January 1, 2020 (the "Effective Date") and subject to the obligations of the Commission set forth in the Prior Obligations:

i. Twenty-five percent (25%) of all revenue allocated to and collected by the Commission based on 6.686 mills of the District's current property tax mill levy of 10.586 mills;

ii. One hundred percent (100%) of all revenue allocated to and collected by the Commission based on 3.9 mills of the District's current property tax mill levy of 10.586 mills; and

iii. One hundred percent (100%) of all revenue allocated to and collected by the Commission based on any voter-approved ballot issues that increases the District general mill levy or imposes a debt service mill levy above the District's current total property tax of 10.586 mills.

b. The District acknowledges that so long as the 2014 Bonds remain outstanding, any Property Tax TIF revenues generated from the District's mill levy in the Core Project Area (as defined in the 2014 Bond Resolution) is required to be applied to the payment of the 2014 Bonds.

2. Payments to District. Provided this Agreement has not been terminated in accordance with Section 3, commencing on the Effective Date and continuing until the twenty-fifth (25th) anniversary of the date of approval of the Plan (the "Term"), the City shall pay to the District all revenues received from the Commission pursuant to Section 1 on or before the 31st day of January following the calendar year of collection, with the first payment to be made on or before January 31, 2021 for revenues received in calendar year 2020.

3. Termination Event. The Commission or the City may terminate this Agreement by delivering to the District written notice of the termination of the Plan, including its TIF component.

4. Agreement Confined to District TIF Revenue. This Agreement applies only to the District Property Tax TIF revenue collected in the Urban Renewal Area during the Term, and does not include any other revenues of the City or the Commission. This Agreement also does not apply to any substantial modification of the Plan, as that term is defined in the Act, as amended from time to time, including but not limited to any extension of the Plan period or expansion of the Urban Renewal Area covered by the Plan.

5. Obligation Subordinate. The obligation of the Commission to pay that portion of the District TIF revenue to the City based on the District's mill levy, as set forth in Section 1, is and shall be subordinate to: (a) any payments required to be made by the Commission to the City pursuant to the 2015 Cooperation Agreement; (b) any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Commission for financing or refinancing, in whole or in part, the Urban Renewal Project, including but not limited to the 2014 Bonds; and (c) any payments required to be made by the Commission pursuant to the 2019 TIF Rebate Agreement. Notwithstanding the foregoing, the Commission will use reasonable good faith efforts, consistent with its obligations to carry out the Urban Renewal Project, to structure any such financing or refinancing in a manner to accommodate and provide for the payment of that portion of the District TIF revenue based on the District's mill levy, as set forth in Section 1.

6. Books and Accounts; Financial Statement. During the Term, the City and the Commission will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the District Property Tax TIF revenue received by the Commission and the City and the amounts subject to sharing with the District pursuant to Section 1 of this Agreement. Upon reasonable notice, and at the sole expense of the District, all such books and accounts related to the District Property Tax TIF revenue shall be open to inspection during normal business hours by such accountants or other agents as the District may from time to time designate.

7. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be given by personal service, by certified mail or registered mail, or by reputable overnight courier service, all postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Notices shall be deemed given upon such personal, courier or express mail delivery or on the third business day following deposit in the U.S. mail as provided above.

8. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal, state or local government, acts of any other Party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur that temporarily interrupt the ability of the Commission and/or the City to transfer or pay the District Property Tax TIF revenues, as soon as the event causing such interruption shall no longer prevail, the Commission and the City shall transfer and pay the total amount of District Property Tax TIF revenues then owing to date as determined according to the provisions of Sections 1 and 2, above.

9. Default. Time is of the essence, subject to Section 8, above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any other Party may exercise any and all rights available at law or in equity, including damages, but such damages shall be limited to the actual amount that such Party is entitled to receive or retain under this Agreement. No special or punitive damages shall be payable hereunder.

10. Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

11. Integration and Amendment. This Agreement represents the entire agreement among the Parties with respect to the subject matter and there are no oral or collateral agreements or understandings with respect to the subject matter. This Agreement may be amended only by an instrument in writing signed by the Parties. Course of performance, no matter how long, shall not constitute or be construed as an amendment to this Agreement.

12. Waiver. The District waives any right to contest in any manner the validity of the Plan, or any of the provisions of the Plan, including, without limitation, the right of the Commission to use the Property Tax TIF provisions described herein. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the District Court for the County of Boulder.

14. No Third-party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

16. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Execution Required. This Agreement shall not be binding upon any Party hereto unless and until the Parties have each executed and delivered this Agreement to each of the other Parties.

18. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the date set forth above.

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

_____
Chair
749 Main Street
Louisville, CO 80227

_____
Secretary

CITY OF LOUISVILLE

ATTEST:

_____
Mayor
749 Main Street
Louisville, CO 80227

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LOUISVILLE FIRE PROTECTION DISTRICT

ATTEST:

_____
Board Secretary

_____
Chairman, Board of Directors
895 Via Appia
Louisville, CO 80027

APPROVED AS TO FORM:

_____
District Attorney

TRI-PARTY AGREEMENT
Highway 42 Revitalization Area

This Agreement (the Agreement) is made as of December 5, 2006, by and among the LOUISVILLE REVITALIZATION COMMISSION, a body corporate and politic of the State of Colorado (the Commission), the CITY OF LOUISVILLE, a Colorado municipal corporation (the City), and the COUNTY OF BOULDER, a political subdivision of the State of Colorado (the County), collectively, the Parties and individually a Party.

RECITALS

A. Pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the Act), the City Council of the City passed and adopted Resolution No. 37 approving the Highway 42 Revitalization Area Urban Renewal Plan (the Plan) to carry out the urban renewal project (the Urban Renewal Project) described in the Plan for the area described therein (the Urban Renewal Area).

B. The Act provides, and the Plan contains, a provision authorizing the financing of the Urban Renewal Project (TIF Financing). TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the Urban Renewal Area each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the TIF Revenue) shall be allocated to and paid into a special fund of the Commission to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, the Commission to carry out the Urban Renewal Project.

C. Section 31-25-107(11) of the Act permits and authorizes the Parties to enter into agreements "for allocation of responsibility among the parties to the agreement for payment of the costs of any additional county infrastructure or services necessary to offset the impacts of an urban renewal project and for the sharing of revenues."

D. Pursuant to Section 31-25-107(3.5), the City and Commission submitted an urban renewal impact report for the Plan to the County and the County submitted its response thereto, including, as provided in subparagraph (a)(III), information on the estimated impact of the urban renewal plan on county revenues, and the Parties desire to enter into the Agreement to address issues raised in discussion of the urban renewal impact report.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. County TIF Account. Commencing on January 1, 2015 (the Effective Date), the Commission agrees to pay to the City, within ten (10) days of receipt thereof, and the City shall deposit into a separate account created and maintained exclusively for such purpose (the County

TIF Account), that portion of the TIF Revenue equal to 14.3% of the increase in property tax revenues calculated, produced, and allocated to the Commission from the County's levy on taxable property in the Urban Renewal Area pursuant to and in accordance with the TIF Financing provisions of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado. The deposits in the County TIF Account are designated as the County TIF Revenue.

2. Payments to County. Subject to Section 5 and provided this Agreement has not been terminated in accordance with Section 4, commencing on the Effective Date and continuing until the first to occur of (a) the twenty-fifth (25th) anniversary of the date of approval of the Plan, (b) payment to the County of a total of Six Million One Hundred Fifty Thousand Dollars ($6,150,000.00), or (c) a Termination Event described in Section 4 (the Term), the City shall pay to the County on or before the 10th day of each month, all of the County TIF Revenues in the County TIF Account. In no event shall the total of payments of County TIF Revenues to the County exceed $6,150,000.00.

3. Repayment Right. The Commission and the City shall have the unrestricted right, but not the obligation, to prepay the County TIF Revenues, in whole or in part at any time.

4. Termination Event. The Commission or the City may terminate this Agreement by delivering to the County written notice of the termination of the Urban Renewal Plan, including its TIF component (the Termination Event).

5. Renegotiation Event. Additionally, the City and Commission may elect to reopen the terms of this Agreement to renegotiation upon the occurrence of any of the following events (each of which is a Renegotiation Event):

a. There is, as a result of legislation or regulation, a reduction of twenty percent (20%) or more in the annual amount of TIF Revenue allocated to the Commission; or

b. Legislation or regulation applicable to the Plan reduces the twenty-five (25) year statutory period set forth in the Plan and Section 31-25-107(9) of the Act; or

c. Within seven (7) years after the date of this Agreement, the County fails to enter into at least one TIF revenue allocation agreement with another municipality in Boulder County that approves an urban renewal plan or substantial modification thereof after the effective date of the Plan, and such plan or modification contains the property tax TIF Financing provisions of the Act described in Recital B hereof. An agreement under which a municipality commits not to utilize property tax TIF Financing for the term of such plan or modification shall be deemed acceptable for purposes of avoiding a Renegotiation Event. The County shall deliver to the Commission and City copies of all such agreements entered into by the County promptly upon their execution.

In case of a Renegotiation Event, the City and Commission may elect to reopen the terms of this Agreement for renegotiation by providing written notice to the County. Within ninety

(90) days after notice of such an election by the City, the Parties shall execute an amendment to this Agreement setting forth such revised terms as are agreed upon by the Parties. If the Parties fail to execute an amendment within such ninety (90) day period, then this Agreement shall remain in effect in accordance with its terms except that, effective as of the 91st day after such notice and for the remainder of the Term, the rate and total maximum amount of County TIF Revenue paid to the County shall each be reduced by one-half (that is, reduced from, respectively, 14.3% to 7.15%, and $6,150,000 to $3,075,000).

6. Use of County TIF Revenue. The County TIF Revenue shall be used solely in accordance with the requirements of Section 31-25-107(11) to address the impacts of the Urban Renewal Plan on County revenues and on infrastructure and services necessary to serve the Urban Renewal Plan area.

7. Other Municipal Urban Renewal Plans. In future negotiations with other municipalities concerning any plans for approval of one or more urban renewal plans, Boulder County will utilize the terms of this Agreement as a guide for said negotiations, and will work in good faith to arrive at agreements which preserve to the County a significant portion of the incremental property tax revenues produced by the County's Funds mill levies. The City and Commission will in good faith cooperate with the County in the County's efforts to arrive at such agreements with other municipalities. This Section shall not be construed to limit the City and Commission's rights under Section 5 above.

8. Agreement Confined to County TIF Revenue. This Agreement applies only to the County TIF Revenue collected in the Urban Renewal Area during the Term, and does not include any other revenues of the City or the Commission, including, without limitation, TIF Revenue produced by the levy of the County each year in the Urban Renewal Area in excess of the County TIF Revenue. The City and County agree that the County TIF Revenue collected and paid by the City under this Agreement are collections for the County within the meaning of Colorado Constitution Article X, Section 20(2)(e).

9. Obligation Subordinate. The obligation of the Commission to pay the designated County TIF Revenue to the City is and shall be subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Commission for financing or refinancing, in whole or in part, the Urban Renewal Project. Notwithstanding the foregoing, the Commission will use reasonable good faith efforts, consistent with its obligations to carry out the Urban Renewal Project, to structure any such financing or refinancing in a manner to accommodate and provide for the payment of the County TIF Revenue in accordance with this Agreement.

10. Books and Accounts; Financial Statement. During the Term, the City and the Commission will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the County TIF Revenue received by the Commission and the City and the amounts deposited into and paid out from the County TIF Account. Subject to reasonable notice, at the sole expense of the County, all such books and

accounts related to the County TIF Revenue and the County TIF Account shall be open to inspection during normal business hours by such accountants or other agents as the County may from time to time designate.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served, or sent by certified mail or registered mail, or by reputable overnight courier service, all postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Notices shall be deemed given upon such personal, courier or express mail delivery or on the third business day following deposit in the U.S. mail as provided above.

12. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal, state or local government, acts of any other Party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of the Commission and/or the City to transfer or pay the County TIF Revenues, as soon as the event causing such interruption shall no longer prevail, the Commission and the City shall transfer and pay the total amount of County TIF Revenues that have been received by the Commission and the City and are then owing to date, as determined according to the provisions of Sections 1 and 2, above.

13. Default. Time is of the essence, subject to Section 12, above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any other Party may exercise any and all rights available at law or in equity, including damages, but such damages shall be limited to the actual amount that such Party is entitled to receive or retain under this Agreement. No special or punitive damages shall be payable hereunder.

14. Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. Integration and Amendment. This Agreement represents the entire agreement among the Parties with respect to the subject matter and there are no oral or collateral agreements or understandings with respect to the subject matter. This Agreement may be amended only by an instrument in writing signed by the Parties.

16. Waiver. The County waives any right to contest in any manner the validity of the Plan, or any of the provisions of the Plan, including, without limitation, the right of the Commission to use the TIF Financing provisions described in Recital B. A waiver by any Party

to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

18. No Third-party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

19. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

20. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all Parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

21. Execution Required. This Agreement shall not be binding upon any Party hereto unless and until the Parties have each executed and delivered this Agreement to each of the other Parties.

22. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

23. Support of Plan. The Board of County Commissioners as an entity will support the Plan publicly and at the public hearing of the City Council held to consider its adoption, and the County will not formally or legally object to the adoption of the Plan.

24. No Assignment. No party may assign any of its rights or obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of December 5, 2006.

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

~~Secretary~~ Vice Chairman

Chair
749 Main Street
Louisville, CO 80227

CITY OF LOUISVILLE

ATTEST:

City Clerk

Mayor
749 Main Street
Louisville, CO 80227

APPROVED AS TO FORM:

City Attorney

COUNTY OF BOULDER
By: BOARD OF COUNTY COMMISSIONERS

ATTEST:

Clerk to the Board

12/5/06

Ben Pearlman, Chair
P. O. Box 471
Boulder, CO 80306-0471

APPROVED AS TO FORM:

County Attorney

Exhibit A

2020 Budget

	2017 Actual	2018 Actual	2019 Budget	2019 Estimate	2020 Budget
Beginning Fund Balance	**3,398,940**	**768,444**	**921,851**	**921,851**	**668,581**
Revenue:					
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
Total Revenue	**817,410**	**1,289,448**	**1,617,382**	**1,700,100**	**2,028,540**
Expenditures:					
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
Total Expenditures	**3,447,906**	**1,136,041**	**1,868,722**	**1,953,370**	**1,376,370**
Ending Fund Balance	**768,444**	**921,851**	**670,511**	**668,581**	**1,320,751**

Louisville Fire Rescue

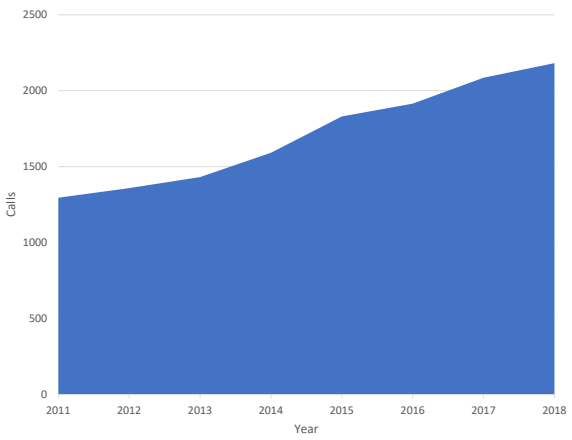
City Council Meeting
February 18, 2020

Summary

- 160% increase in call volume over the last 10 years
- Time matters in both medical emergencies & structure fires
- Improve response times to come closer to meeting national benchmarks
- 80% of revenue comes from property tax
- The Fire District started researching other revenue sources late 2018/ early 2019
- Second, full-time engine crew, recruitment & retention of employees, replacement of emergency equipment & apparatus
- Began the discussion with City Staff back in April 2019 about revenue sharing (TIF)
- Presentation at the LRC meeting in May 2019 but asked for a delay until after the mill levy election

Louisville Fire Rescue

Total Call Load in Louisville Only

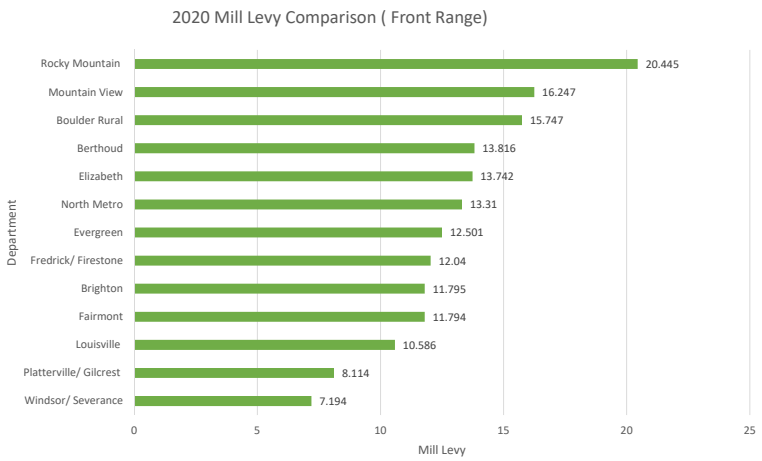


2020 LRC budget

Line item for Fire District: $75,870
25% of TIF revenue: $25,218
3.9 mill levy increase: $50,652

District was hoping that the city would pass thru the 3.9 increase in the Urban Renewal Area to help with staffing a second engine, recruitment & retention of employees, replacement of emergency equipment & apparatus

$25,218 would be deposited in our capital reserve fund every year to replace a medic unit at a cost of $300,000 and to redesign our training room at Station 1 to provide better community room access.


2020 Mill Levy Comparison (Front Range)
Rocky Mountain
Mountain View
Boulder Rural
Berthoud
Elizabeth
North Metro
Evergreen
Fredrick/ Firestone
Brighton
Fairmont
Louisville
Platterville/ Gilcrest
Windsor/ Severance
20.445
16.247
15.747
13.816
13.742
13.31
12.501
12.04
11.795
11.794
10.586
8.114
7.194
Department
0
5
10
15
20
25
Mill Levy

City Council

Meeting Minutes

February 18, 2020
City Hall, Council Chambers
749 Main Street
6:00 PM

Call to Order – Mayor Stolzmann called the meeting to order at 6:00 p.m.

Roll Call was taken and the following members were present:

City Council:	***Mayor Ashley Stolzmann*** ***Mayor Pro Tem Dennis Maloney*** ***Councilmember Kyle Brown (arrived 6:05 pm)*** ***Councilmember J. Caleb Dickinson*** ***Councilmember Deborah Fahey*** ***Councilmember Chris Leh*** ***Councilmember Jeff Lipton***
Staff Present:	***Heather Balser, City Manager*** ***Megan Davis, Deputy City Manager*** ***Kurt Kowar, Public Works Director*** ***Rob Zuccaro, Planning & Building Safety Director*** ***Felicity Selvoski, Planner I*** ***Megan Pierce, Economic Vitality Director*** ***Meredyth Muth, City Clerk***
Others Present:	***Kathleen Kelly, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Stolzmann requested the order of the agenda be changed from what was published. She reviewed the new order and moved to approve the agenda as amended; seconded by Councilmember Lipton. All in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND THE CONSENT AGENDA

Dave Sinkey, 712 Main Street, stated he had received very positive comments about the holiday lights this year helping to make downtown a destination. Also, he stated the more Council and staff learn about metro districts the better; he stated these tools are essential.

APPROVAL OF THE CONSENT AGENDA

Mayor Stolzmann called for changes to the consent agenda. Hearing none she asked for a motion to approve the consent agenda. Councilmember Lipton moved to approve the agenda; seconded by Fahey. All in favor.

A. ***Approval of Bills***
B. ***Approval of Minutes: February 4, 2020***
C. ***Approval of Professional Services Agreement for 2020 Performance Measures Refinement***
D. ***Approval of Meeting Schedule Changes***
E. ***Approval of Professional Services Agreement for 2020 Citizen Survey***
F. ***Approval of Appointment to the Historic Preservation Commission***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

None.

CITY MANAGER'S REPORT

None.

REGULAR BUSINESS

PRESENTATION – BOULDER COUNTY CLERK AND RECORDER

Mircalla Wozniak gave a presentation on the upcoming 2020 election. She covered the election processes for the presidential primary, the senate and congressional primary, and the general election; important dates; the mail ballot process; and election security.

RESOLUTION NO. 15, SERIES 2020 – A RESOLUTION APPROVING AN AGREEMENT AMONG THE CITY OF LOUISVILLE, THE LOUISVILLE REVITALIZATION COMMISSION, AND THE LOUISVILLE FIRE PROTECTION DISTRICT FOR PROPERTY TAX TIF REVENUE SHARING

Economic Vitality Director Megan Pierce stated the agreement in the packet was approved by both the Revitalization Commission (LRC) and the Fire District and now needs Council approval before the LRC can take final action. She reviewed the terms of

the agreement as proposed which include payments of 25% of the TIF revenues on the original mill levy and payments of 100% of the newly approved 3.9 mill levy.

She noted the LRC has already budgeted for these payments in 2020. Payments would be collected through the end of the TIF with the last payment in 2034. She also noted the agreement identifies that these payments are subordinate to early agreements.

John Willson, Fire Chief from Louisville Fire Protection District, stated there are two questions for consideration with the agreement. The first question is will the City pass through the 3.9 mill levy increase that was just approved by voters for the Fire District; and will the LRC share back 25% of funds from the original TIF agreement.

Willson stated response time is key for the district and the recent mill levy increase will improve response times as the additional revenue can be used for a second, full-time engine crew; recruitment and retention of employees; and replacement of emergency equipment and apparatus. He noted the increase in workload the department is facing.

He noted this agreement does not guarantee a revenue source and will require annual approval. He noted the original creation of the Urban Renewal District did not consider payments to the Fire District.

Public Comments

Susan Loo, 1020 Willow Place, stated property tax is more stable that sales tax so a loss of property tax to the City has an impact. She stated the agreement with the County has a cap which this agreement does not. She stated the Council has no legal obligation to fund the Fire District and this would be taking money from the LRC and revitalization efforts.

Councilmember Lipton stated the LRC is looking at recalculating its budget to take into account expired PUDs and uncompleted projects; that estimate will be based on actual building permits so we know if the LRC budget is overstated. The LRC is not awash in money but is developing good revenue sources but not to the extent we may have once thought we would have. The LRC is now gaining traction on revitalization and infrastructure in the area and there are lots of projects to spend it on.

Mayor Pro Tem Maloney stated Council strongly supports the Fire District. He noted the LRC budget did have a placeholder for these payments if the ballot issue did not pass. He added the list of items the district wants to spend this on is the same list as what was used for the ballot issue. He stated he is having a hard time supporting this as the mill levy increase was approved and the LRC has its own uses for the funds.

Mayor Stolzmann stated she favors the resolution. The voters clearly support the Fire District and voters thought the increase in the urban renewal area would go to the District not the LRC. It is important to give the new mill levy to the District and she supports giving

the District the 25% share of the TIF revenue. The District continues to serve areas of the City that are in the Urban Renewal Area without getting funding from them.

Councilmember Dickinson stated his understanding was that if the mill levy did not pass then the City would consider this, but with the recent mill levy increase this is a different conversation. He feels the District should have asked for a slightly higher mill levy to cover this. He stated the LRC needs the funding as well.

Councilmember Lipton stated his assumption was that if the ballot issue passed this agreement would not be needed. This request is not what was represented to us six months ago.

Councilmember Leh stated the Fire District is simply trying to improve their situation. However, given the approval of the mill levy increase last fall he doesn't feel it is appropriate now to support this.

Councilmember Fahey stated the 3.9 mill levy should go to the Fire District but that the original TIF funding could be better spent on issues in the Revitalization Area.

Councilmember Brown stated the intent of voters is important and people intended for that mill levy increase to go to the Fire District. It is important to honor that and he supports approval of the resolution.

Councilmember Dickinson suggested adjusting the numbers to give the District some funds but not such a large percentage of the TIF funds.

Councilmember Brown suggested an agreement that would allow the District to get all of the new 3.9 mill levy and the LRC keep all of the original TIF funding.

Mayor Pro Tem Maloney stated he was uncomfortable making changes to the amounts on the dais without full information. Councilmember Lipton agreed and added new LRC revenue projections should be taken into consideration before making changes.

Mayor Stolzmann moved to approve Resolution No. 15; Councilmember Brown seconded the motion.

Mayor Stolzmann stated she supports the resolution and the share back of the 25% of the TIF particularly because if the District had asked for this when the URA was created they would have gotten it then. The 3.9 mills is a new tax the voters approved and she feels it should be passed through to the District.

Councilmember Lipton proposed a substitute motion to continue the item to May 19 when the new revenue projections for the urban renewal area are known and more information is available. Councilmember Fahey seconded.

Vote on substitute motion. All in favor.

RESOLUTION NO. 13, SERIES 2020 – A RESOLUTION APPROVING A BUSINESS ASSISTANT AGREEMENT WITH LINMARK, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE (COAL CREEK ACE HARDWARE)

Economic Vitality Director Megan Pierce stated Linmark, Inc. plans to open Coal Creek Ace Hardware. Linmark, Inc. is still negotiating to lease the space at 1375 East South Boulder Road. This site is currently unoccupied. The company projects retail sales at $11.1 million in first five years of operation and it plans to hire 10 to 15 employees at opening and grow to 20 to 25 jobs within five years.

Director Pierce stated the BAP meets the following program criteria: draws new customers; creates new sales tax; utilizes an existing building; brings new basic jobs to the City; represents job diversity; and brings a new retail outlet.

Director Pierce reviewed the proposed 40% rebate of sales tax revenue generated over the first five years. It also requires the tenant remain in the location for 10 years or they must repay a portion of the rebate.

Public Comments – None.

Mayor Pro Tem Maloney moved to approve Resolution 15; Councilmember Lipton seconded the motion.

Voice vote: all in favor.

CITY ATTORNEY'S REPORT

None.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

ADVANCED AGENDA – Mayor Stolzmann noted there will need to be an executive session for property acquisition on March 3.

Mayor Pro Tem Maloney moved to add an agenda item to March 3 to appoint Mayor Stolzmann and Councilmember Dickinson to attend the 2020 convention of the International Council of Shopping Centers on behalf of the City Council; Councilmember Brown seconded – All in Favor.

Councilmember Brown would like Council to consider changing some of the standard language to be more inclusive.

City of Louisville
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LOUISVILLE REVITALIZATION COMMISSION

SUBJECT: **DISCUSSION/DIRECTION- LRC GOALS AND 2020 WORK PLAN**

DATE: **MARCH 11, 2020**

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

SUMMARY:
In February, the LRC reviewed and further revised the draft Goals and 2020 Work Plan matrix. That feedback has been incorporated into a new draft, which is attached to this report in both redline and clean versions. The Goals are meant to be longer term in nature—broadly outlining a vision for the next three to five years. The Work Plan will be included in future LRC packets to track progress on project areas and actions; it can also be updated on an annual basis.

DIRECTION:
As next step, the Commission discussed that it should prioritize the Project Areas (currently numbered one through five). This prioritization will give staff direction on where to focus time. To finalize the Work Plan for 2020, the LRC should also discuss the individual prioritization of Actions within the Project Areas and make sure there is concurrence on the other Work Plan components. Definitions of the matrix components are provided below as reference.

- *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

Since the last discussion, Staff has worked to tie transportation-related projects in the Work Plan to the Transportation Master Plan (TMP). The City is working to program and cost TMP priorities, which creates context for the LRC as it makes decisions about where to direct funding. Attached are the March 3 City Council materials related to prioritizing funding for the TMP; the actual Council discussion has been deferred until March 31. The LRC previously committed to fund some undergrounding work in the URA (west of Hwy 42, west on Griffith) at a cost of $170,000; the last report attachment is a table showing additional funding the LRC could commit to in support of undergrounding.

The LRC will also be preparing for its City Council Study Session dinner. Members may wish to provide direction to staff on which items the Commission would like to present to Council for input.

RECOMMENDATION:
Discuss revised Goals and Work Plan, and if desired, adopt the document.

ATTACHMENTS:
- Goals and 2020 Work Plan Matrix (redline and clean versions)
- March 3, 2020 City Council TMP Materials
- Underground Project Estimates

Louisville Revitalization Commission
2020 Work Plan

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

1. *Reduce, eliminate, and prevent the spread of blight by funding projects that help to redevelop or rehabilitate the Urban Renewal Area.*

~~1.~~2. *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.*~~

~~2.1. *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*~~ *collaborations to provide financial assistance that stimulates growth and reinvestment in the Urban Renewal Area* ~~*for the community's benefit.*~~.

Project Areas & Actions	Owner	Timeframe	Funding	Priority
1. *LRC Structure*				
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
2. ~~*Village Square Property*~~*South Boulder Road Area*				
a. Outreach to Village Square property to establish contacts and relationships with four existing property owners	Pierce	ST	$	
b. Brainstorm ideas for revitalization at Village Square Property, such as connection between residential area and center (via ditch and creation of public space @ rear)	LRC	ST	$	

Louisville Revitalization Commission
2020 Work Plan

Project Areas & Actions	Owner	Timeframe	Funding	Priority
c. Discuss improvements for funding, such as landscaping, pedestrian scale lighting, and parking in Village Square property	LRC	ST	$$	
d. Consider façade improvement program for privately owned property components	LRC	MT	$$	
e. ~~Fund sidewalk extension and widening @ Village Square (currently only runs with Alfalfa's property)~~Widen North side sidewalk on South Boulder Road (Garfield, Jefferson) to 10' where possible; coordinate w/underpass construction- SW1	LRC/TMP	MT	$$	
3. *Highway 42 Area*				
a. Review original Hwy 42 Plan	Zuccaro	ST	$	
b. Incorporate additional wayfinding signage at DeLo to link parking to downtown	Pierce	MT	$	
c. Evaluate ability to assist in remediating environmental hazards from industrial uses	LRC	LT	$$$	
d. Track Hwy 42 design and phasing (study begins 2020)	LRC	ST	$	
e. Improve East Side parking lots @ Sports Complex/Hwy 42 to provide expanded downtown parking availability	LRC	MT	$$	
f. ~~Completion of sidewalk across railroad tracks (south of Griffith)~~Fund sidewalk improvement for Griffith	LRC/TMP	~~LT~~MT	$$$	

Louisville Revitalization Commission
2020 Work Plan

Project Areas & Actions	Owner	Timeframe	Funding	Priority
Street @ Rail crossing (new sidewalk, rail crossing, south side)- SW6				
g. Fund sidewalk improvement for Pine Street @ Rail crossing (new sidewalk both sides and utility undergrounding)- SW5	LRC/TMP	ST	$	
h. Contribute funding for construction of Underpass at Hwy 42 & South Street- GS2	LRC/TMP	LT	$$$	
i. Contribute funding for construction of Underpass at Hwy 42 Regional Trail & South Boulder Road- GS5	LRC/TMP	LT	$$$	
4. *Downtown & DeLo*				
a. Revisit small parking lot projects	Pierce	MT	$$ - $$$	
b. Outreach to owners of Grain Elevator project for status	Pierce	ST	$	
c. Evaluate potential ~~Pursue~~ WiFi connectivity project 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	$$	
f. Evaluate ways to create additional trail connectivity to downtown	LRC	MT	$	
g. Consider connectivity improvements between Downtown and Coal Creek Station (once submitted)	LRC	LT	$$$	
5. *TIF Requests and Property Tax Rebate Agreements*				
a. Receive potential DeLo request	TBD	MT	$$	
b. Consider fee to off-set costs of independent financial analysis for TIF requests	LRC	ST	$	

Louisville Revitalization Commission
2020 Work Plan

Project Areas & Actions	Owner	Timeframe	Funding	Priority
c. Evaluate request for assistance from 824 South, Inc.	LRC	ST	$$	
~~6. *Public Improvements from Transportation Master Plan*~~				
~~a. Create N/S and E/W pedestrian connections (sidewalks) on the west side of 42 (south to Pine)~~	~~LRC~~	~~ST~~	~~$$~~	
~~b. Make at-grade connection with new signal @ Short and 42~~	~~LRC~~	~~LT~~	~~$$$~~	

Louisville Revitalization Commission
2020 Work Plan

LRC Goals

1. *Reduce, eliminate, and prevent the spread of blight by funding projects that help to redevelop or rehabilitate the Urban Renewal Area.*

2. *Participate in funding public infrastructure improvements that will provide community benefit.*

3. *Form public-private collaborations to provide financial assistance that stimulates growth and reinvestment in the Urban Renewal Area.*

Project Areas & Actions	Owner	Timeframe	Funding	Priority
1. *LRC Structure*				
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
2. *South Boulder Road Area*				
a. Outreach to Village Square property to establish contacts and relationships with four existing property owners	Pierce	ST	$	
b. Brainstorm ideas for revitalization at Village Square Property, 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 in Village Square property	LRC	ST	$$	

Louisville Revitalization Commission
2020 Work Plan

Project Areas & Actions	Owner	Timeframe	Funding	Priority
d. Consider façade improvement program for privately owned property components	LRC	MT	$$	
e. Widen North side sidewalk on South Boulder Road (Garfield, Jefferson) to 10' where possible; coordinate w/underpass construction- SW1	LRC/TMP	MT	$$	
3. *Highway 42 Area*				
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	$$$	
d. Track Hwy 42 design and phasing (study begins 2020)	LRC	ST	$	
e. Improve East Side parking lots @ Sports Complex/Hwy 42 to provide expanded downtown parking availability	LRC	MT	$$	
f. Fund sidewalk improvement for Griffith Street @ Rail crossing (new sidewalk, rail crossing, south side)- SW6	LRC/TMP	MT	$$$	
g. Fund sidewalk improvement for Pine Street @ Rail crossing (new sidewalk both sides and utility undergrounding)- SW5	LRC/TMP	ST	$	
h. Contribute funding for construction of Underpass at Hwy 42 & South Street- GS2	LRC/TMP	LT	$$$	

Louisville Revitalization Commission
2020 Work Plan

Project Areas & Actions	Owner	Timeframe	Funding	Priority
i. Contribute funding for construction of Underpass at Hwy 42 Regional Trail & South Boulder Road- GS5	LRC/TMP	LT	$$$	
4. *Downtown & DeLo*				
a. Revisit small parking lot projects	Pierce	MT	$$ - $$$	
b. Outreach to owners of Grain Elevator project for status	Pierce	ST	$	
c. Evaluate potential WiFi connectivity project for Steinbaugh Pavilion	LRC/DBA	MT	$$$	
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	$	
g. Consider connectivity improvements between Downtown and Coal Creek Station (once submitted)	LRC	LT	$$$	
5. *TIF Requests and Property Tax Rebate Agreements*				
a. Receive potential DeLo request	TBD	MT	$$	
b. Consider fee to off-set costs of independent financial analysis for TIF requests	LRC	ST	$	
c. Evaluate request for assistance from 824 South, Inc.	LRC	ST	$$	

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8D

SUBJECT: **DISCUSSION/DIRECTION – TRANSPORTATION MASTER PLAN – 2019-2020 FUNDING AND PROPOSED CIP PROJECTS**

DATE: **MARCH 3, 2020**

PRESENTED BY: **MEGAN DAVIS, DEPUTY CITY MANAGER**
ROB ZUCCARO, PLANNING AND BUILDING SAFETY DIRECTOR

SUMMARY:
In October 1, 2019, City Council approved the City's first Transportation Master Plan (TMP), establishing a short and long-term vision for transportation investments. At that time, a comprehensive list of projects and programs were identified that would improve the City's transportation system. The complete list of projects and programs (Attachment 1), and implementation scenarios based on available funding, were included in the final TMP. City Council also had the foresight to allocate funding through the FY 2019-20 biennial budget to support the implementation of key priorities that may emerge from the TMP.

Since the time of approval, staff has initiated planning for some of the TMP projects through the 2020 capital projects cycle. Planning has also begun for the FY 2021-22 biennial budget, and the 2021-2026 Capital Improvements Plan, which will be developed as a part of the biennial budget process.

At this meeting staff plans to share with City Council and seeks feedback on the proposed projects slated for completion in 2020, and discuss the proposed projects for inclusion in the 6 year Capital Improvement Plan (CIP). In addition, Council will discuss additional funding options that could enable the implementation of more projects identified through the TMP.

DISCUSSION:

<u>FY 2019-2020 TMP Funds and Projects</u>
The FY2019-2020 biennial budget included a Transportation Master Plan First Steps line item in the CIP plan. This funding was intended to support those priorities that emerged out of the TMP process that were of greatest interest for immediate implementation. A total of $8,000,000 was included in the CIP over the first five years, with $4 million budgeted for FH 2019-20.

TMP 6-Year CIP funding	2019	2020	2021	2022	2023	2024	TOTAL
	$1,000,000	$3,000,000	$1,200,000	$2,800,000			$8,000,000

Some of these funds have been identified to serve as match funding for grants awarded to the City through the DRCOG Transportation Improvement Program (TIP program) for a conceptual design study for SH 42, at-grade crossing improvements on South Boulder Road, and a trail connection for the Coal Creek and Rock Creek regional trails along 104th Street. With the estimated commitments for these projects (the costs have increased for the 104th Street project, as cost estimates were made prior to the completion of preliminary design work) a total 20% contingency was added to all TIP project cost-share. Assuming the FY 2021-22 biennial budget includes the same funding investment for TMP projects, $7,178,020 remains for TMP project implementation between now and 2024.

TIP Match funding commitments	**2019**	**2020**	**2021**	**2022**	**TOTAL**
TMP funding	**$1,000,000**	**$3,000,000**	**$1,200,000**	**$2,800,000**	**$8,000,000**
SBR at Grade Safety Improvements		$225,000	$204,983		$429,983
SH 42 Conceptual Design Plan		$75,000			$75,000
104th Street Regional Trail Connection		$50,000*		$130,000	$180,000
20% contingency		$70,000	$40,997	$26,000	$136,997
TMP funds remaining	**$1,000,000**	**$2,580,000**	**$954,020**	**$2,644,000**	**$7,178,020**

**Original design costs higher than estimated for grant application.*
20% contingency has been added to match to ensure adequate funding in event of project overages.

With these planned investments, the estimated remaining funds for 2019-2020 is approximately $3.58 million.

The TMP includes a preliminary priority rating (high, medium and low) and timeframe (short, medium and long). This timeframe and priority ranking have helped to determine the project list for 2020. Other factors are also at play, such as synergy with existing capital projects underway (for example, planned repaving is occurring on Pine St in 2020, so TMP improvements along that corridor will occur concurrently).

Below and attached is a package of TMP projects and programs for completion in 2020. The table is broken into two sections: The first table includes TMP projects that were able to be folded into other planned capital projects already underway, and therefore did not utilize TMP funding. The second table incudes projects that would be funded through the TMP funding in 2020, and includes the estimated TIP project expenditures for the coming year.

The construction projects are all shovel-ready for 2020. Staff has vetted these projects and included them in their 2020 workplans with thorough consideration of current workload and other capital projects planned and underway for 2020. Therefore, we are unable to add any additional projects to this list at this time.

Table 1: TMP projects for implementation in 2020 that DO NOT need TMP funding

TMP PROJECTS – COMPLETE OR UNDER CONSTRUCTION – NOT FUNDED THROUGH TMP $				
Project ID	**Description**	**Location**	**Est. Cost**	**Notes**
MU33, SW3, AG5	Off-Street Gravel Trail, Sidewalk installation and crossing improvements	Coyote Run	$178,310	Complete
MU7	Off-Street Shared Path	Griffith St	$60,000	Complete
MU23	Off-Street Shared Path	Kestrel Trail to SH 42 Underpass	$125,000	Complete summer 2020
SW 3 and SW 4	Sidewalk Improvements	Pine St. and Griffith St. at railroad	$22,200	Part of Quiet Zones work. Potential for LRC funding.
	Total		***$385,510***	

Table 2: TMP projects for implementation in 2020 that DO require TMP funding

TMP 2020 PROJECTS – FUNDED THROUGH TMP BUDGET				
Project ID	**Description**	**Location**	**Est. Cost**	**Notes**
CP1	Roadway Improvements from Empire to Arapahoe Rd.	SH 42 Conceptual Design	$75,000	$500,000 total cost, $350,000 TIP and $75,000 each Louisville and Lafayette contribution
MU17	Off-Street Gravel Trail connecting Coal Creek to Rock Creek regional trails	104th regional connection	$50,000	$950,000 total cost (original estimate), $158,333 Boulder County, $158,333 Lafayette and $475,000 TIP
SBR1-5 All SBR Improvements	South Boulder Rd @ Via Appia	SBR at grade crossing improvements	$225,000	TIP project match Potential for LRC $ (for Main Street Improvements)
AG NEW1, MU 32	Power Line Trail to Coal Creek Connection	Hawk signal at Dillon Rd. and new trail connection and bridge south of Dillon connecting to Coal Creek	$600,000	High priority (#1) for OSAB trail connections. (Shovel ready from previous design)
MU35	Fun Route Design	Powerline Trail Fun Route (Design only)	$50,000	For construction in 2021
BK20, AG26, AG27, AG28	Protected bike lane with striping, shorten crossing distance by reducing curb radiuses, add medians with refuges, widen sidewalk on south side	Pine St from Via Appia to Old Town	$1,200,000	Coordinated with Pine St repaving in 2020 Added Owl Dr. intersection to improvements (not included in TMP) Sidewalk on north side could be expanded with $513k add alternate
SW5	Sidewalk Improvement	W of SH42 South Street to Pine St.	$700,000	This is an expansion of what is in the TMP. Would add a sidewalk along Miners field, South to Pine. Project includes installation of curb, gutter and drainage.
	Total		***$2,900,000***	
	w/20% contingency		***$3,480,000***	

In addition to the projects noted above, there are several Programs in the TMP that will need funding for implementation. Staff has identified the following projects for potential funding using the 2019-2020 TMP budget:

- *Program 2: Travel Demand Management*. Pilot program to fund private ride share opportunities (e.g. Lyft/Uber) as a way to support first and last mile transit connections. Funding for ride subsidy, promotion and administration. *$30,000*

- *Program 5: Open Streets and Program 7: Safety, Maintenance and Training.* Funding for educational programs through Recreation Center and Library and Open Streets demonstration at community event. *$10,000.*

- *Program 10: Data Collection.* Purchase pedestrian and bicycle monitoring system. Will allow staff to conduct pedestrian and bicycle counts to inform future investments in safety and connectivity projects. *$30,000*

With $4 million available from the 2019-2020 budget, all projects and programing noted above could be achieved with approximately $450,000 carried forward to 2021. Or, these funds could be utilized to cover other capital project costs such as concrete. (See Council Communication on 2020 Concrete Replacement Contract also under consideration March 3, 2020.)

Staff is seeking City Council input on the proposed projects for 2020, recognizing that adding any new major projects not included on this list at this time will likely not be able to be completed within this year.

FY 2021-22 Budget and CIP Projects

As the FY 2021-22 biennial budget and CIP planning process is underway, staff has begun to identify projects that could be completed in the upcoming 6 year CIP. A few factors were applied to the process of determining what projects to include in the proposed list and what to leave off. In addition to the priority and timeframes noted in the TMP, the two primary factors included fiscal constraints and staff capacity constraints.

Due to the first primary factor, all TMP priorities with a cost estimate over $1,000,000 have been removed from the FY 2021-22 CIP budget proposal list. With a limited amount of funding, staff is proposing a package of projects for which we currently have funding budgeted. Attached is a separate list of high-cost TMP priorities that Council may wish to discuss, particularly in the context of additional funding options.

Cost estimating is an important factor in the CIP planning for the TMP projects. It should be recognized by City Council that the cost estimates in the TMP were extremely preliminary, and based on industry standards for cost estimation (cost per square or linear foot, installation costs, etc.). In almost all cases, the projects in the TMP have not

gone through any engineering or design process, and therefore many factors may not be considered in the cost estimates. For that reason, in the planning for project inclusion in the 2021-2016 CIP a 30% contingency has been applied across the board. In some cases, this may not even be enough to address the costs of on the ground conditions or specific installation costs.

With regard to the second factor, staff capacity for capital project implementation, staff will continue to work on how these projects fit into other CIP project requests identified during the budget process in the coming months. If large TMP projects are added to the CIP, it may be necessary to consider additional project management assistance to complete these projects while continuing to pursue other capital needs across the organization.

In order to determine what TMP projects are best suited for implementation in the CIP, the following screening questions were considered:

- Is the project considered high or medium priority in the TMP?
- Is there construction/installation synergy between projects (both TMP projects and other planned capital projects)?
- Is there adequate funding in the existing CIP and budget to fund the project?
- Is there staff capacity to complete these projects?
- Is this an upgrade/improvement to an existing facility, or a new facility that fills a transportation gap?

Based on these factors, staff has developed the attached preliminary 2021-2026 CIP project list for discussion (Attachment 3). Total cost estimate for this preliminary list of projects is approximately $3.2M and with a 30% contingency the total is approximately $4.1M. Current designated CIP budget as discussed above, including carryforward from 2019 and 2020 (approximately $450,000), and 2021 and 2022 funding ($4,000,000), equals approximately $4.4M.

Additional Funding Opportunities and Considerations

The TMP outlined three funding scenarios to help illustrate how implementation may occur depending on availability of funding and investments. The three scenarios are described below:

Current State: This funding scenario assumes the City will include in its budget $1.5 million each year for 6 years. This was based on the current CIP budget plans, under which the City has provided similar funding ($8 million over 6 years) to help support the implementation of the TMP. In addition, this reflects a similar level of investment that the City has made over the past few years for transportation improvement projects (excluding paving) such as Railroad Quiet Zones, SH 42 underpass, studies, neighborhood traffic safety, etc. This reflects funding that may or may not include some small portion of grant funding and partner agency funding.

Expanded Investment: This scenario includes an annual budget appropriation of $3 million, or $18 million over 6 years. This would most likely require an increased investment by the City (over current investment levels), and/or the possibility of significant grant or outside funding to expedite project implementation.

Enhanced Funding: This scenario includes an annual budget of $5 million per year, or $30 million over 6 years. It represents a continued City investment at the current level, and a significant investment in transportation that would likely occur through a state, regional or local ballot issue, fee, tax or other new funding source. Under this scenario, there could be the possibility of bonding to provide for an up-front investment in transportation. Staff have not conducted the payback analysis on a potential bond at this time.

The City could begin to implement the TMP priorities under any of the above scenarios, however, the completion of some of the large-scale projects, such as the major corridor projects, would require significant outside funding. It's assumed that SH 42 roadway/corridor projects, as well as major improvements along South Boulder Road would capture investments through CDOT, DRCOG TIP or other funding that supports projects of this level of regional significance. Largescale projects would likely include some local match funding, which could be built into any of the funding scenarios.

The proposed project and program package that staff has brought forward for discussion today is most aligned with the Current State scenario – whereby the City plans for projects that are within the current budget, with some inclusion of grant funding (TIP funding). The current package includes numerous high or medium priority projects (or low priority that have synergy with construction of higher priority projects) vs. one or two large projects. Alternatively, Council could decide on projects within the fiscally constrained Current State scenario that included fewer, larger projects.

Staff requests City Council discussion regarding the inclusion of larger projects identified on the high-cost projects list in addition to this proposed package, which will require funding beyond what is budgeted in the CIP. The TMP outlined some potential funding sources that the City could consider pursuing, which are outlined below.

Statewide sales tax:
Over the past few years, there has been a significant effort to increase state sales tax to address statewide and local transportation needs. Efforts such as 2018's Proposition 110 and 109, and 2019's Proposition CC would have increased sales taxes or state investments in transportation, but have now routinely failed with Colorado voters. Voters in Boulder County did support 110, indicating there is a willingness for local voters to support transportation investments through sales tax. At this time, the general sentiment is that it's unlikely a statewide transportation funding solution will move forward anytime soon.

Countywide sales tax:
A countywide approach to a sales tax could also be considered. If a countywide approach is utilized, the revenues would be shared throughout the county. As an example, a 0.10 percent increase in the county would generate $5.67 million in annual revenue (applied to 2017 sales). There is currently a countywide transportation sales tax of .1% (with .085% designated to transportation capital projects and .015% for regional trails), which sunsets in 2024. Louisville has received these funds for the SH 42 underpass between Hecla and Pascal and the signal at SH 42 and Short Street.

There are discussions underway regarding a countywide tax for transportation funding, which would generate funds to support regional corridor improvements including SH 119, SH 7, SH 42 and SH 287. A tax of this nature may also include a pool of funds available for more local project needs, which would be small and would be shared with all municipalities and the county. It's unclear if any transportation tax will move forward this year or in a future years, or if that tax will be a sales tax or property tax, however, the City will continue to have the ability to weigh in on those conversations.

City of Louisville tax – property or sales tax:
The City could ask for voter support of either a local sales or property tax to support transportation projects alone or in conjunction with other capital projects. The current total local sales tax rate in Louisville is 8.635%. If a regional/countywide sales tax is implemented, it would raise the overall sales tax, making a local sales tax less desirable.

City Council may also consider pursuing a property tax to help fund transportation investments. Revenue available through a property tax is based on assessed valuation and the mill levy applied. This mill levy would be in addition to the city's current 8.869 mills (average of approximately 88.3 total within the city). Revenue potential associated with a property tax increase ranging from 2 mills to 7 mills ranges from $1.28 to $4.48 million annually.

Transportation utility/maintenance fee:
A transportation utility fee (TUF) or transportation maintenance fee (TMF) is a monthly fee collected from residential and commercial properties. The fee is a tool that could be utilized only to support transportation maintenance and not capital projects. However, since the City's general fund currently supports capital transportation investments, such a tool could free up funds to increase investments in capital transportation projects.

The fee is most commonly based on the use of transportation infrastructure as measured by the average number of trips generated by different types of commercial and residential land uses. This funding source provides a local and stable source of revenue to maintain streets, sidewalks, pedestrian crossings, bike lanes, multiuse paths, and medians.

As discussed in the TMP, a preliminary estimate of revenue potential for Louisville, using sample fees, found that this funding tool may generate between $1 million and $3 million annually for the City (note that these figures are based on estimates and the general structure of other City's programs and any fees charged would need to be established through a nexus study).

No detailed analysis has occurred on any of these additional funding options. If City Council provides direction to staff to pursue one or more of these ideas, staff will begin to analyze the funding potential as well as the projects and project costs that could be funded through the source.

Other agency funding or grants:
The City will continue to aggressively pursue grant funding for TMP projects, as well as funding through project partners such as CDOT. Some of the grants staff will consider when timing on qualifying projects is appropriate include: DRCOG TIP funding (2024 – 2027), DRCOG Transportation Demand Management funding, DRCOG Community Mobility Planning and Implementation set-aside, GOCO funding, Colorado State Trails funding, CDOT Multi-Modal Options Fund, Highway Safety Improvement Program and other federal and state funding opportunities.

FISCAL IMPACT:
City Council's decisions around the implementation of the 2020 TMP projects will not have an impact on the 2020 budget, as funding was approved to support the implementation of some projects from the TMP.

The proposed FY 2021-22 budget and CIP projects may have an impact on future budgets, which would be discussed in greater detail during the CIP budget process.

PROGRAM/SUB-PROGRAM IMPACT:
The TMP supports the City's Transportation goal to maintain a safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.

RECOMMENDATION:
Staff is requesting that City Council discuss the proposed projects identified through the TMP and provide direction on the following:

- Does City Council have input on the proposed project list for 2020?
- Does City Council have input on the proposed project list for the 2021-2026 CIP?
    - Are any large projects of great interest to include?
- Is City Council interested in a more detailed analysis on any of the funding mechanisms available?

ATTACHMENT(S):

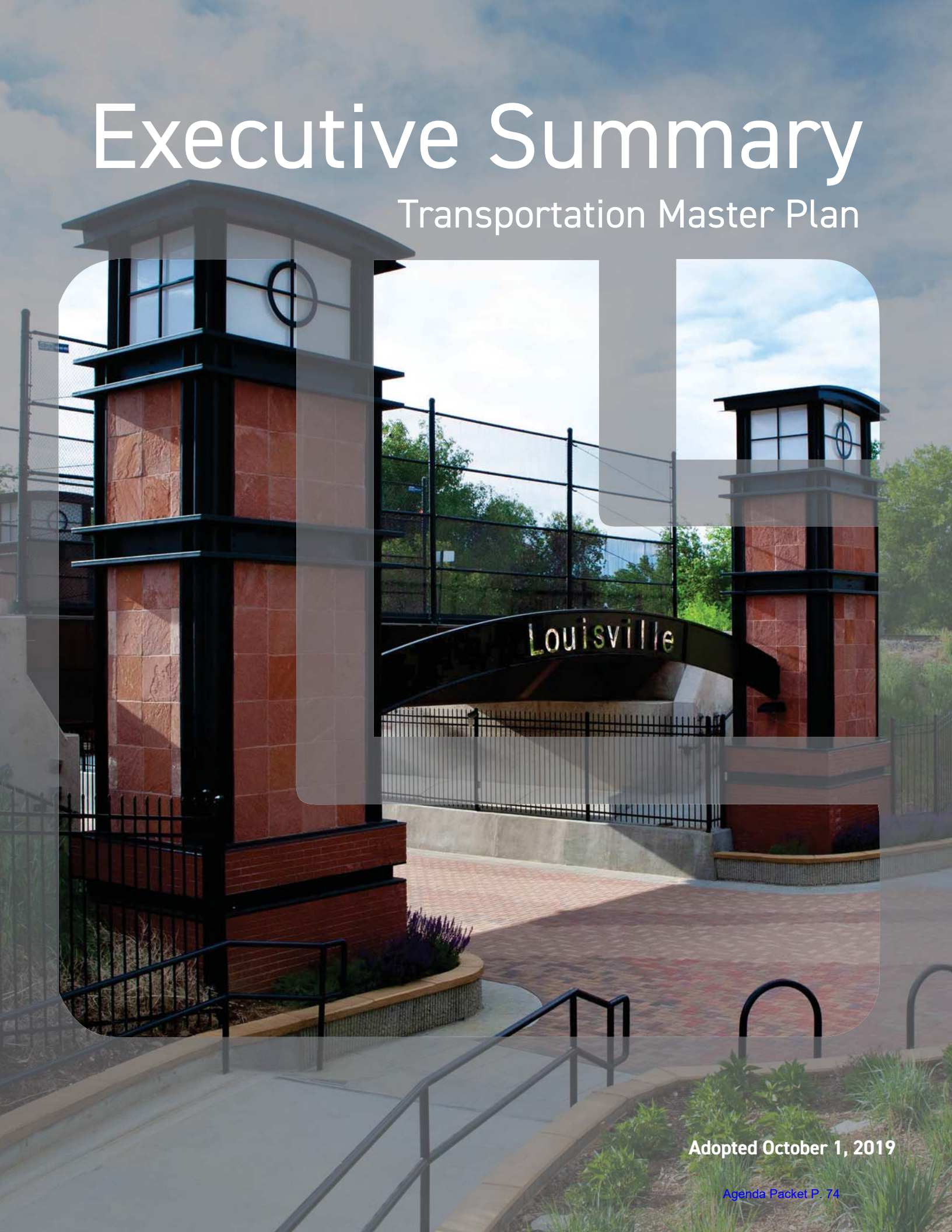
1. TMP Executive Summary
2. 2020 TMP Projects
3. Preliminary TMP CIP List
4. Map of proposed TMP Projects
5. TMP Large Projects List
6. Link to City Council packet from TMP approval October 1, 2019
7. Presentation for discussion

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☒	**Collaborative Regional Partner**

Executive Summary

Transportation Master Plan



Adopted October 1, 2019

EXECUTIVE SUMMARY

Transportation Master Plan

The TMP is the first effort conducted by the City to look comprehensively at transportation conditions and options throughout Louisville and region for all modes of transportation. Previously, the City's transportation goals were housed within multiple planning documents that the City developed over time, including the Comprehensive Plan and corridor specific plans such as the South Boulder Road and McCaslin Small Area Plans and Highway 42 Gateway Alternative Analysis Report. In recognizing the benefits of coordinated transportation planning city-wide, rather than incrementally for specific corridors or areas of the city, the city has developed this Transportation Master Plan (TMP).

The TMP represents a long-range planning effort that describes baseline conditions of the City's transportation network, establishes eight overarching Transportation Goals that are supported by specific transportation Policies, Programs and Projects. The City developed the plan with extensive community outreach and input from the City's advisory boards and commission, regional partners and surrounding jurisdictions, and City staff.

It is important to note that the plan reflects a particular moment in time. The TMP should provide guidance, but City priorities may change over time and transportation decisions will need to reflect these updated community needs, opportunities and priorities. The City should update the TMP periodically to ensure consistency with changing conditions.

TMP ORGANIZATION AND CONTENTS

Chapter 1 Introduction

The first chapter establishes the background and purpose of the TMP, describes the key goals of the plan, and explains the organization of the document.

Chapter 2 Community Input

This chapter details the community feedback received through the outreach conducted during this project. It summarizes the major conclusions from the community input that have informed the plan elements and priorities.

Chapter 3 Existing Conditions

This chapter covers existing data and trends that help to form an understanding of the current state of Louisville's transportation system, as well as demographic trends related to transportation needs.

Chapter 4 Policies, Projects, & Programs

This chapter presents the TMP's recommendations based on community input and the analysis of existing conditions. The recommendations are organized into Policies, Programs and Projects.

Chapter 5 Implementation

This chapter establishes a framework for prioritizing the plan's recommendations and evaluating the City's progress towards the TMP's goals.

TMP GOALS

Developing the Goals:

The City's goals for transportation are rooted in the core values in the Comprehensive Plan, which focus on a balanced transportation system where people of all ages and abilities are partners in mobility. Furthermore, the Comprehensive Plan envisions a transportation network that contributes to the economic prosperity, public health, and quality of life in Louisville. In addition to the guidance from the Comprehensive plan, the City developed the TMP goals based on conversations with the public and stakeholders from across the City.

Louisville's transportation network will:

1. Operate **efficiently and safely** for all users.
2. Be a **cohesive and layered system** of streets and trails for walking, biking, transit, driving, and recreation.
3. Provide **local and regional travel** options that balance needs for Louisville residents, employees, and visitors.
4. Utilize **new technologies** to provide safe, reliable, clean, and convenient transportation choices.
5. Increase **mobility options and access** for people of all ages, abilities, and income levels.
6. Provide **complete streets** that are inviting, enhance livability, and reflect the City's small-town atmosphere.
7. Support **economic opportunities** and businesses.
8. Improve **environmental and community health** by reducing emissions, and supporting mode share and sustainability.

COMMUNITY INPUT & EXISTING CONDITIONS

Prior to development of the recommendations in the TMP, the planning process included extensive analysis of existing conditions within the City and a broad public input process. This work informed the recommendations in Chapter 4: Policies, Projects, and Programs.

Major themes from the **Community Input** included:

- While driving is how most people get around, the participants wanted more investment in multi-modal infrastructure such as underpasses, transit connections, bike lanes, and safer road crossing.
- The City's trails are a great amenity for residents and continued investment in trails is desired.
- Traffic congestion and cut-through regional traffic are getting worse.
- Safety was a key theme. A lack of safe or perceived lack of safe and comfortable facilities is a barrier to walking and biking.

Major themes from the **Existing Conditions** analysis included:

- With the exception of the former StorageTek site and parts of Centennial Valley, the City of Louisville is largely built out.
- Local and regional population and employment growth will impact transportation patterns and traffic volumes on key corridors.
- Louisville's share of in-commuting and out-commuting is high, resulting in a large percentage of trips occurring at a regional scale.
- The average age of Louisville residents is increasing, resulting in a larger percentage of the population that will rely on alternative transportation modes.
- The existing pedestrian and trail network is extensive and well-utilized, however gaps were identified along streets and trail corridors for bicycles, transit and pedestrians.

TMP Community Input Opportunities:

- Community Meeting
- Farmers' Market
- Street Faire
- Labor Day Parade and Fall Festival
- Online Survey
- Interactive Online Map
- Direct Email
- Focus Groups

	Drive Alone	Carpool	Transit	Bike	Walk	Work at Home	Other
City of Louisville	72.3%	4.7%	5.9%	2.3%	1.7%	12.7%	0.5%
City of Boulder	51.3%	4.9%	8.3%	10.3%	11.4%	12.5%	1.2%
Boulder County	65.2%	7.6%	5.0%	4.4%	5.3%	11.3%	1.3%
Denver Region	74.8%	8.5%	4.4%	1.2%	2.5%	7.5%	1.0%

POLICIES, PROJECTS, & PROGRAMS

The TMP provides specific recommendations and strategies for the City of Louisville to improve safety, expand mobility options, increase access to destinations, and overall meet the TMP goals. The recommendations are in the form of Policies, Projects, and Programs, which work together to achieve a desired outcome.

Policies

The policies support the TMP goals and further defines the vision for the community wants to advance those goals. The Policies will also provide guidance on how to develop the specific Projects and Programs and inform city priorities on transportation investment.

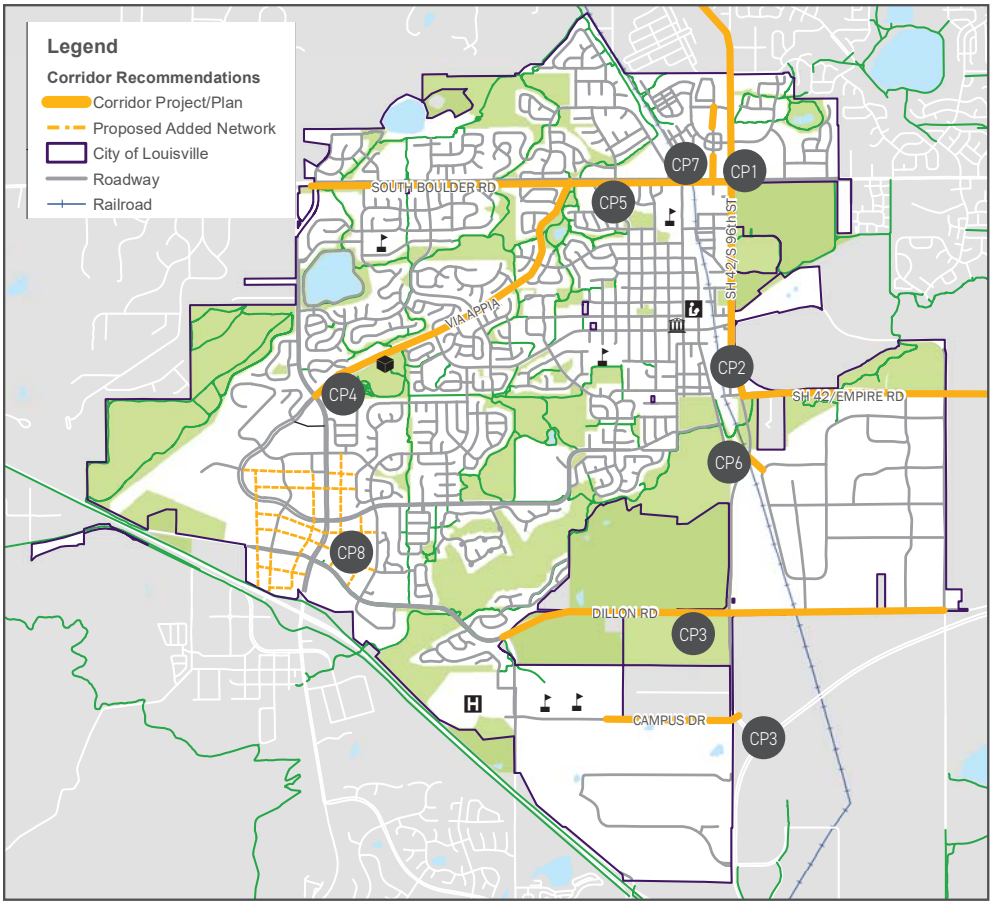
Policy	Description
Policy 1: Great Streets	Great Streets, or complete streets, are streets that are designed and operated to be safe and accessible for all users, regardless of ability, age, or mode. This policy provides a guide for the design of new streets, improving infrastructure on existing streets, and recommends that new designs consider the surrounding context and land uses. It also provides a framework to help consider modal priorities on an individual street.
Policy 2: Guidelines for Walkable & Bikeable Places	In areas where new development or redevelopment is anticipated, the City's policy is to facilitate design that promotes walkable and bikeable places. Elements that contribute to walking and biking include wide sidewalks, pedestrian amenities, higher intersection density, buffers for bicycles, and trail connections. The City's design standards and guidelines should promote the development of walkable places, with a focus on corridors, including McCaslin Boulevard and South Boulder Road.
Policy 3: Transit Oriented Development Guidelines	Transit Oriented Development (TOD) is the creation of compact, walkable, pedestrian-oriented, mixed-use neighborhoods centered around reliable and frequent transit service. Benefits of TOD include increased mobility and transit ridership, reduced regional congestion, enhanced economic competitiveness. TOD design concepts should include a mix of uses, integration of bicycle accommodation, plazas and public space, and specialized retail and services for commuters.
Policy 4: Applications for Technology	Investments in new technologies have the potential to improve safety and efficiency of the transportation network and provide more equitable access to transportation options. Transportation technology may include shared mobility (ride share, bike share, etc.), Transportation systems optimization (smart parking, signal timing, traffic management), and autonomous or interconnected vehicles. The City should be proactive in exploring and investing in technology and continue to monitor advances and changes in new transportation technology.

POLICIES, PROJECTS, & PROGRAMS

Projects

Projects contain recommendations and descriptions for facility or design improvements that will improve access and mobility options. Current funding levels would not allow completion of all the recommendations proposed in the TMP. Therefore, prioritization of projects is critical, and evaluation of additional funding sources would be necessary to fully fund all contemplated Projects.

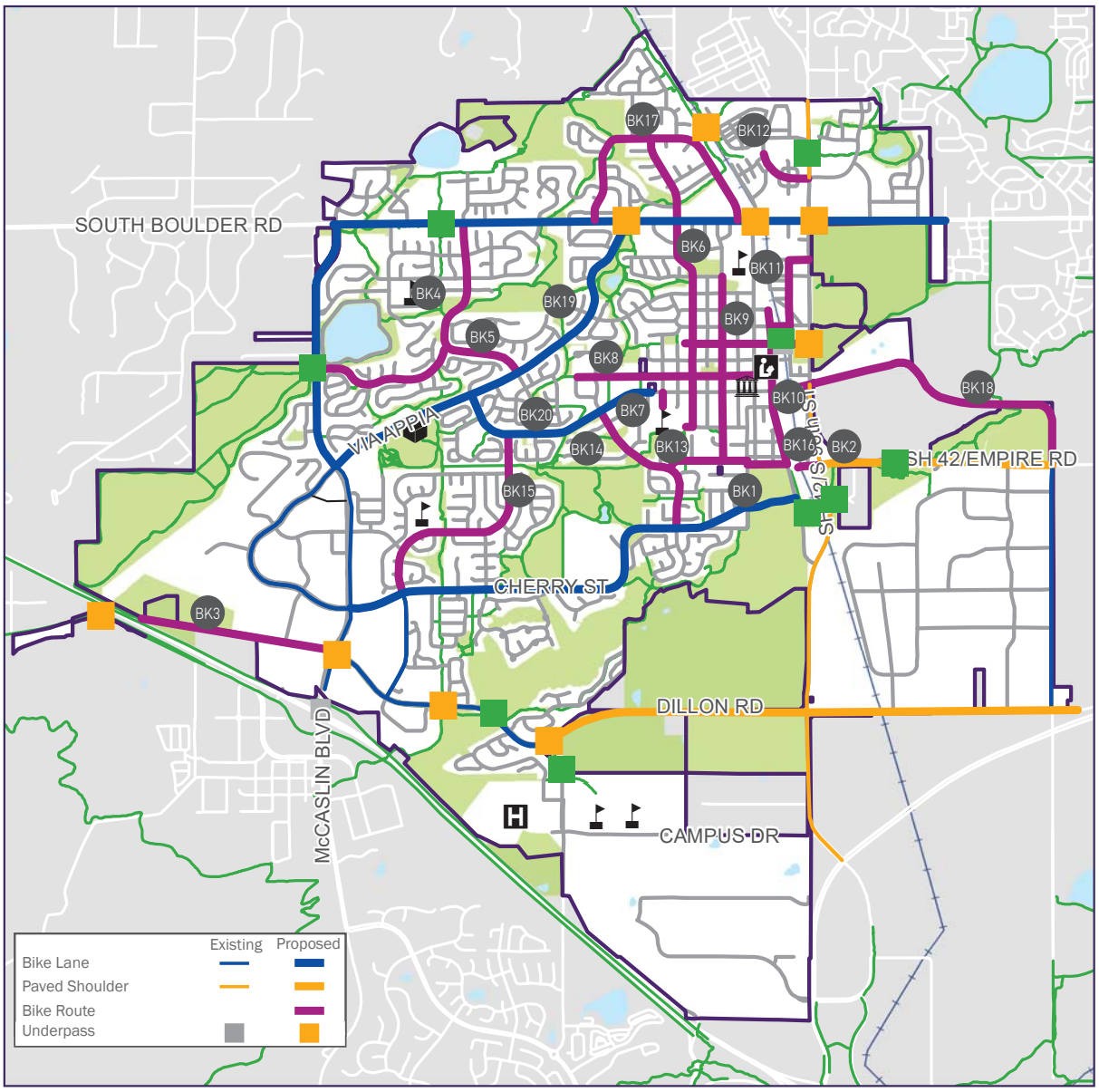
CORRIDOR PROJECTS		
Project	**Location/Detail**	**Description**
CP1	SH 42 Conceptual Design	Expand portion of SH 42/S 96th, add new signal at Short St., add connections to open space trails, consider future multi-modal needs
CP2	SH 42 Enhancements	
CP3	Dillon Road & Campus Drive	New underpasses, new bicycle facilities, trail connections, capacity improvements, and new Campus Dr. connection
CP4	Via Appia	New underpass at South Boulder Rd., enhance pedestrian crossings
CP5	South Boulder Road Corridor	Work with neighboring jurisdictions for multi-modal improvements
CP6	CTC Connector, Arthur Ave to S 96th St	Create new connection from Arthur Avenue to S 96th
CP7	Kaylix Connector, Summit View Dr to South Boulder Rd	Create new connections between Kaylix Dr., South Boulder Rd. and Summit View Dr.
CP8	McCaslin Network Additions, Various locations along McCaslin area	Increase roadway connectivity by filling in the block grid, add multi-use separated path, consider underpass



POLICIES, PROJECTS, & PROGRAMS

BIKE NETWORK ON-STREET PROJECTS		
Project	Description	Location
BK1	Bike Lane	Bella Vista Dr
BK2	Bike Shoulder Improvements	SH 42/Empire Rd
BK3	Bike Route	W Dyer Rd
BK4	Bike Route	Washington Ave
BK5	Bike Route	Tyler Ave
BK6	Bike Route	Garfield/Lincoln
BK7	Bike Route	McKinley Ave
BK8	Bike Route	Spruce St
BK9	Bike Route	Jefferson Ave
BK10	Bike Route	Front St

BIKE NETWORK ON-STREET PROJECTS		
Project	Description	Location
BK11	Bike Route	DELO to Downtown
BK12	Bike Route	Hecla Dr
BK13	Bike Route	Rex/West St
BK14	Bike Route	Hoover Ave
BK15	Bike Route	Polk Ave/Dahlia St
BK16	Bike Route	Lock St
BK17	Bike Route	Centennial north of South Boulder Rd
BK18	Bike Route	Empire Rd
BK19	Bike Lane	Via Appia buffered bike lanes
BK20	Bike Lane	Pine St

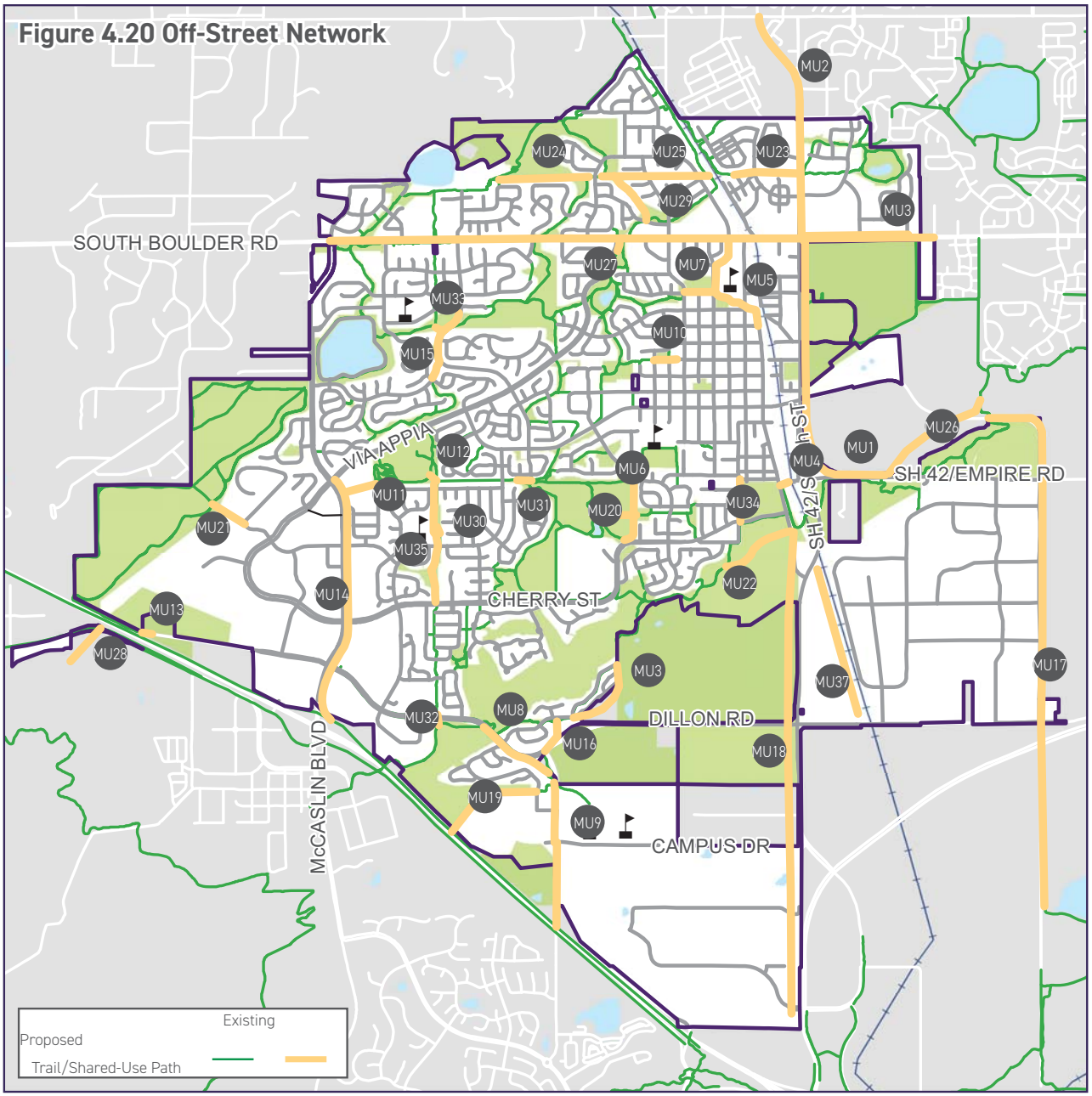


POLICIES, PROJECTS, & PROGRAMS

	BIKE NETWORK OFF-STREET PROJECTS		
	Project	Description	Location
Multi-Use Paths	MU1	Off-Street Shared Path	SH 42 to CTC
	MU2	Off-Street Shared Path	SH 42 north of South Boulder Rd
	MU3	Off-Street Shared Path	North of South Boulder Rd, east of SH 42
	MU4	Off-Street Shared Path	Lock St to Community Park
	MU5	Off-Street Shared Path	Louisville Middle School connection
	MU6	Off-Street Shared Path	Warembourg north-south Trail
	MU7	Off-Street Shared Path	Griffith St
	MU8	Off-Street Shared Path	St Andrews to Dillon at proposed 88th St Underpass
	MU9	Off-Street Shared Path	88th to US 36
	MU10	Off-Street Shared Path	McKinley Park
	MU11	Off-Street Shared Path	Arboretum Trail
	MU12	Off-Street Shared Path	Power Line Trail to Mining Trail
	MU13	Off-Street Shared Path	US36 to Dyer
	MU14	Off-Street Shared Path	McCaslin Blvd
	MU15	Off-Street Shared Path	Washington Ave through Coyote Run
	MU16	Off-Street Shared Path	St Andrews Ln (Coal Creek bypass) to Dillon Rd
	MU17	Off-Street Gravel Trail	104th regional connection
	MU18	Off-Street Gravel Trail	Dillon to Coal Creek west of 96th St conceptual alignment
	MU19	Off-Street Shared Path	US36 to St Andrews Ln (Avista)
	MU20	Off-Street Gravel Trail	Warembourg east-west trail
	MU21	Off-Street Gravel Trail	Centennial Parkway to Davidson Mesa Trail
	MU22	Off-Street Gravel Trail	County Rd to Coal Creek Trail conceptual alignment
	MU23	Off-Street Shared Path	Kestrel Trail to SH 42 Underpass/Bullhead Gulch
	MU24	Off-Street Shared Path	North Open Space
	MU25	Off-Street Shared Path	Garfield to Centennial
	MU26	Off-Street Gravel Trail	Coal Creek Trail connection north of Empire Rd conceptual alignment
	MU27	Off-Street Gravel Trail	Cottonwood Park
	MU28	Off-Street Shared Path	Overlook Underpass conceptual connection
	MU29	Off-Street Shared Path	Via Appia to North Open Space
	MU30	Off-Street Shared Path	Fireside Realignment
	MU31	Off-Street Shared Path	Warembourg, Mining to Goodhue Realignment
	MU32	Off-Street Shared Path	Powerline to Coal Creek Trail
	MU33	Off-Street Trail	Coyote Run
	MU34	Off-Street Shared Path	Coal Creek to Downtown Connection
	MU35	Fun Route	Powerline Trail Fun Route
	MU36	Off-Street Shared Path	Coal Creek Trail rerouting around neighborhood
	MU37	Off-Street Gravel Trail	Dillon to Coal Creek, east of 96th St

POLICIES, PROJECTS, & PROGRAMS

BIKE NETWORK OFF-STREET PROJECTS



CONNECTIVITY & SAFETY IMPROVEMENTS

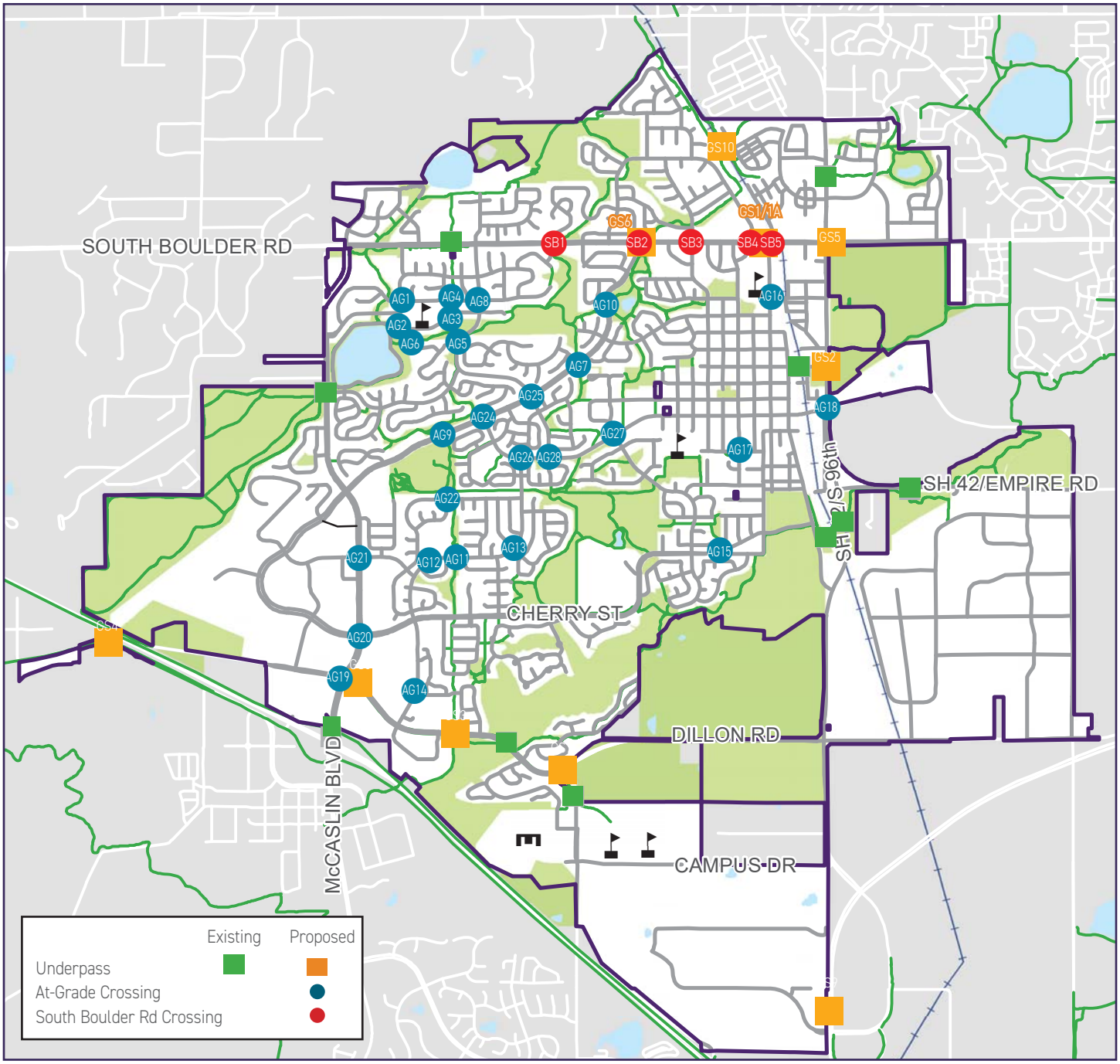
	Project	Description	Location
Sidewalks	SW1	Sidewalk Improvement	South Boulder Rd from Garfield Ave to Jefferson Ave
	SW2	Sidewalk Improvement	Via Appia near Cottonwood Park
	SW3	Sidewalk Improvement	Pine St at railroad
	SW4	Sidewalk Improvement	Griffith St at railroad
	SW5	Sidewalk Improvement	Spruce from Miners Field to Lee Ave, west of SH 42
	SW6	Sidewalk Improvement	East side of street North of Clementine Subdivision to Pine
	SW7	Sidewalk Improvement	Washington near Coyote Run

POLICIES, PROJECTS, & PROGRAMS

	CONNECTIVITY & SAFETY IMPROVEMENTS		
	Project	Description	Location
Grade-Separated Crossings	GS1/1A	Underpass/Gateway	South Boulder Rd at Main St
	GS2	Underpass	SH 42 at South St/Short St
	GS3	Underpass	Powerline Trail at Dillon Rd
	GS4	Underpass	Davidson Mesa Overlook
	GS5	Underpass	South Boulder Rd at SH 42 Regional Trail
	GS6	Underpass	South Boulder Rd at Via Appia
	GS7	Underpass	Dillon Rd at S 88th St
	GS8	Underpass	Dillon Rd east of McCaslin Blvd
	GS9	Underpass	Tape Rd at NW Pkwy
	GS10	Underpass	Bullhead Gulch
At-Grade Crossings	SBR1-5	All South Boulder Rd Improvements	South Boulder Rd at Via Appia
	AG1	Shortened Crossing Distance	Willow Dr at Kennedy Ave
	AG2	Shortened Crossing Distance	W Tamarisk St at Kennedy Ave
	AG3	Neckdowns or enhanced crossing	Power Line Trail at Tamarisk St
	AG4	Neckdowns or enhanced crossing	Power Line Trail at Willow Dr
	AG5	Neckdowns or enhanced crossing	Coyote Run at Washington Ave
	AG6	Enhanced Crossing Markings	Coyote Run at Kennedy Ave
	AG7	Flashing Beacon Crosswalk	Sagebrush Way at Via Appia
	AG8	Enhanced Crossing Markings	Willow Dr at Washington Ave
	AG9	Upgrade Beacon	Power Line Trail at Via Appia
	AG10	Enhanced Crossing Markings	Coyote Run at Via Appia
	AG11	Enhanced Crossing	Power Line Trail at Dahlia St
	AG12	Improve signage/striping	Dahlia St at W Dahlia Ct
	AG13	Enhanced Crossing Markings	Polk Ave at Madison Ave
	AG14	Beacon & Enhanced Crossing Markings	Dahlia St at Ridge Pl
	AG15	Flashing Beacon Crosswalk	Bella Vista Dr near Aspen Way
	AG16	Raised Crossing with Refuge	Main St at Louisville Middle School
	AG17	Shortened Crossing Distance	Hutchinson St at Jefferson Ave
	AG18	Enhanced Crossing Markings	SH 42 at Pine St
	AG19	Enhanced Crossing	Dillon Rd at McCaslin Blvd
	AG20	Enhanced Crossing	Centennial Pkwy at McCaslin Blvd
	AG21	Enhanced Crossing	W Century Dr at McCaslin Blvd
	AG22	Enhanced Crossing	Vista Ln and Mulberry St
	AG23	Formalize Painted Bump Outs	City-wide
	AG24	Reconfigure intersection	Via Appia at Pine St
	AG25	Shortened Crossing Distance	Via Appia at Tyler St
	AG26	Shortened Crossing Distance	Pine St at Polk St
	AG27	Shortened Crossing Distance	Pine St at Hoover St
	AG28	Shortened Crossing Distance	Pine St at Tyler St

POLICIES, PROJECTS, & PROGRAMS

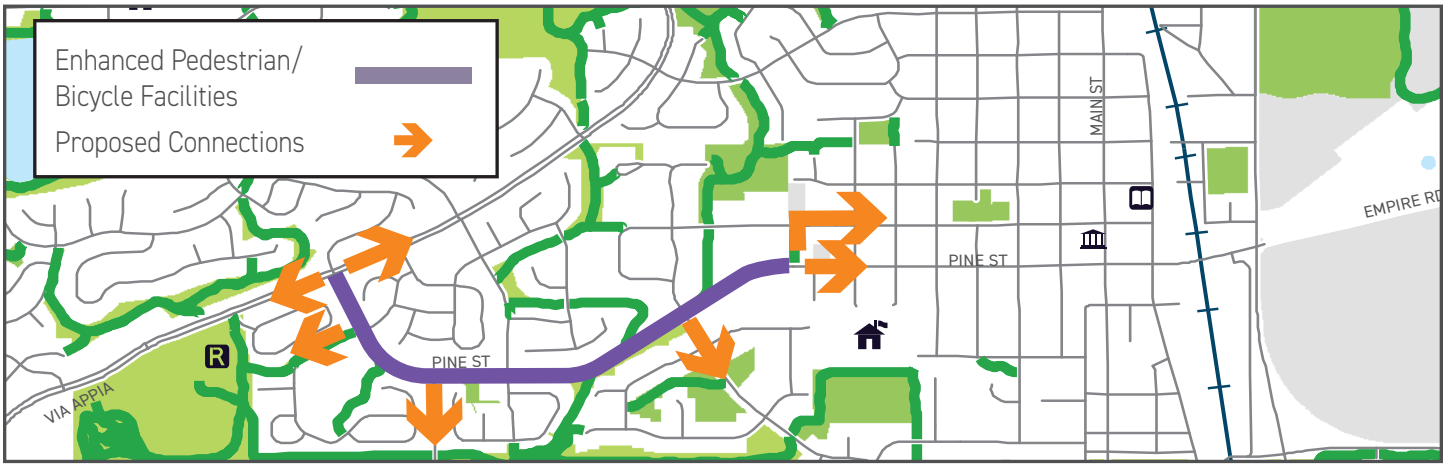
CONNECTIVITY & SAFETY IMPROVEMENTS

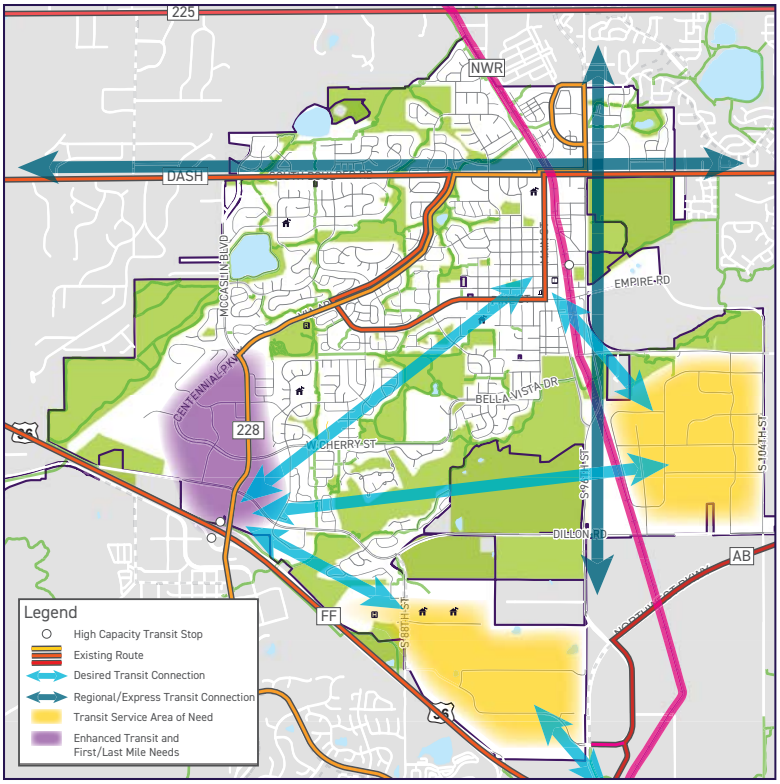


POLICIES, PROJECTS, & PROGRAMS

DOWNTOWN CONNECTION ENHANCEMENTS

The Downtown Connection Enhancements project recommends an enhanced connection between the Rec Center, neighborhood bikeways, trails, and Downtown. This focuses on enhancing proposed bikeways through separation and protection from vehicles and widening sidewalks to improve accessibility. This connection would provide comfortable and safe facilities for people of all ages and abilities.





TRANSIT VISION & SERVICE NEEDS

Project	Description	Location
TR1	Proposed Transit Network	Citywide
TR2	EcoPass & Other Incentives	Neighborhood or Business Incentives for Employees
TR3	Access Improvements to McCaslin Station	Multimodal Connections, Improve Bus Route for Possible Circulator
TR4	Bus Stop Improvements	Citywide
TR5	NW Rail Peak Hour Service	Beginning of rail service for peak hour only
TR6	NW Rail Station Area Planning	Downtown and CTC

POLICIES, PROJECTS, & PROGRAMS

Programs

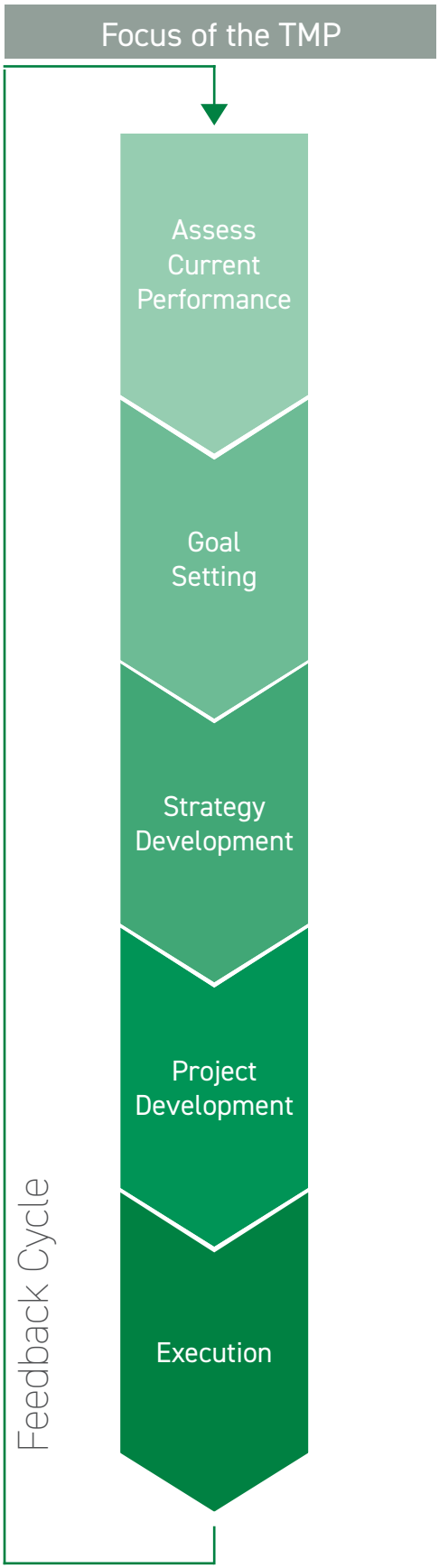
These recommendations support the development, expansion, or enhancement of programs that generally encourage, educate, and support mobility options. Programs may be implemented by or in partnership with organizations outside of the City as well, such as non-profit organizations and are typically short-term opportunities to make meaningful impacts.

Program	Description
Program 1: Neighborhood Traffic Management Program	A Neighborhood Traffic Management Program (NTMP) focuses on neighborhood-level traffic calming and safety improvements. These improvements help maintain the City's family-friendly small-town character. The City of Louisville has begun development of an NTMP.
Program 2: Travel Demand Management	Transportation Demand Management (TDM) strategies inform, encourage, and incentivize the use of non-vehicular transportation modes and decrease single-occupancy driving. TDM strategies may include a wide range of programs that promote walking, biking, transit, and ridesharing.
Program 3: Safe Routes Program	A Safe Routes program aims to create safe and convenient opportunities to walk or bike to schools and key destinations including parks, the Recreation Center and other community centers. For school children, these programs can help instill habits of walking and biking, along with safety and education around multimodal mobility. For older adults, Safe Routes programs can promote active aging, and contribute to health benefits.
Program 4: Fun Routes Program	As an added way to encourage kids to ride their bikes to school, or other community destinations, "Fun Routes" would utilize singletrack sidewalks, often adjacent and parallel to an existing paved trail or street. Designed primarily for youth, they are a way to incorporate fun into commuting through neighborhoods and a way to try trail riding.
Program 5: Open Streets Program	Open Streets programs temporarily close streets to automobiles and organize public activities to encourage healthier transportation and living habits. Open Streets events can also be a way to do pop-up demonstration projects for new types of infrastructure, to introduce a pilot project, or celebrate recent design changes. City events such as Street Faire, the Farmer's Market, or the McCaslin Movie Night recently held at the former Sam's Club are ideal time to hold such events.
Program 6: Coordinate Bike Share Network	A bike share program can encourage bicycle use between key destinations help fill gaps in first and last mile infrastructure around transit. In Louisville, bike share could be a viable way to connect areas like McCaslin Station, Avista Hospital, the former StorageTek site, the CTC, Downtown, DELO, and Kestrel. The City should continue efforts to coordinate on a regional level to implement a bike share program.
Program 7: Safety, Maintenance & Training Programs	Education campaigns can be targeted to inform the public about laws and consistent concerns that need to be addressed. These campaigns can be focused on people in cars, on bikes, or walking. Safety courses, bike repair workshops, and awareness campaigns are examples.

POLICIES, PROJECTS, & PROGRAMS

Program 8: Coordinated Wayfinding System	Wayfinding systems are navigational systems that help people move around the city, whether they are in a car, on foot, on a bike, or using transit. Traditionally consisting of signs, wayfinding systems can now also involve GPS systems, web connectivity, and mobile technology. Wayfinding systems can be designed and implemented formally by municipalities, business districts, and even advocacy organizations.
Program 9: Bicycle-Friendly Designation	The Bicycle Friendly Community (BFC) program is administered by the League of American Bicyclists, which guides communities in understanding the opportunities to improve conditions for bicycling. The League has identified focus areas, known as the "Five E's", for creating a bicycle friendly community: engineering, education, encouragement, enforcement, and evaluation/planning.
Program 10: Data Collection	Data is utilized when developing projects, identifying community priorities, and understanding whether implemented projects are having the desired impacts. Collecting data consistently helps to understand current demand and use, and plan appropriately for the future. The before and after data is also particularly useful as a means to support future infrastructure investments.

IMPLEMENTATION



Success in achieving the goals and recommendations of the TMP can only be realized through effective implementation that identifies strategies, manages progress towards the goals, and strategically allocate resources. Chapter 5 provides an overview of three key components of implementation that support the recommendations in the TMP.

Project Prioritization & Development

Implementation will require coordination between multiple City departments, external public agencies, developers, private businesses, and other organizations. In addition, some of the policies, projects and programs identified in Chapter 4 have greater opportunity for making immediate impacts, some require more resources, and some will take more time than others. This section identifies strategies for project prioritization, development and management to effectively realize the recommendations in the TMP.

Funding Framework

Revenues to support the City's transportation programs come from a variety of sources, primarily the General Fund and Capital Improvement Fund. The City does not have a dedicated source of funding for transportation investments, and transportation projects compete for funding through the regular budget prioritization process. The City's capital fund is limited and does not provide the level of funding necessary to fully implement all of the contemplated projects in the TMP.

This section discusses additional ways the City could fund the recommendations, including additional revenues through taxes or fees, securing grants or other external funding sources, and other financing tools. Different funding scenarios are included to represent possible means of achieving the goals in the TMP.

Managing Performance Toward the Goals

The goals identified for the TMP represent building blocks to continue to develop a community with a high degree of mobility that is accessible and safe for people of all ages and abilities to travel. It will be important to measure how the City is performing towards those goals. This section identifies performance metrics to monitor progress of implementing the TMP. This will enable the City to understand the degree to which progress is being made and identify areas of focus for future improvements.

IMPLEMENTATION, CONT.

Funding Scenarios

To understand the magnitude of impact on implementation that could occur if various funding tools were utilized, three implementation scenarios were developed as examples for the TMP. This plan is not recommending one particular scenario but has developed each scenario as a potential avenue to implementation. The funding scenarios are designed to demonstrate the variety of tools that can be utilized and leveraged against each other as well as highlight how some funding tools can impact the overall timeline of implementation.

	Scenario 1	Scenario 2	Scenario 3
Description	Continuation of current CIP funding levels	Increase in CIP funding plus additional grant funding	Further increase in CIP funding, grant funding, and additional new funding sources
Funding Level	$ $ $	$ $ $	$ $ $
Total Funding	$26 Million	$43.8 Million	$93.8 Million
2019-2024 CIP	$8 Million	$10 Million	$15 Million
Miles of corridor projects	3 miles 1 corridor study	3 miles 1 corridor study	5 miles 1 corridor study
Number of crossing improvements	3 grade separated 29 at-grade	5 grade separated 29 at-grade	9 grade separated 32 at-grade
Miles of new trails and sidewalk connections	4 miles	8 miles	8 miles
Miles of bike network enhancements	17 miles	20 miles	26 miles
Transit service & accessibility	Begin circulator pilot for CTC & McCaslin access McCaslin access improvements 6 bus stop enhancements	Begin circulator pilot for CTC & McCaslin access McCaslin access improvements 9 bus stop enhancements Begin peak-hour rail service or investment in other high-capacity/ frequency transit service	Begin circulator pilot for CTC & McCaslin access McCaslin access improvements 12 bus stop enhancements Begin peak-hour rail service or investment in other high-capacity/ frequency transit service

IMPLEMENTATION, CONT.

Prioritization Table

Implementation will require coordination between multiple City departments, external public agencies, developers, private businesses, and other organizations. As roles are defined, the departments that have coordinated to develop the Plan (Planning & Building Safety, Public Works, and Parks & Recreation) should organize and maintain accountability for their respective pieces of implementation.

Of the policies and programs identified in Chapter 4, some have greater opportunity for making immediate impacts, some require more resources, and some will take more time than others. The City should prioritize policies and programs to ensure resources are used as efficiently as possible. Some elements of the TMP may only be realized if new financial resources or grants become available.

This section identifies recommended priorities and potential project timing. The highest priority projects meet one or more of the following conditions:

- Policy changes that require limited or no additional financial resources
- Projects able to be implemented within current funding levels
- Programs that can be implemented with partners and require limited additional resources from the City

High-profile projects that meet significant needs or build momentum for additional future improvements

IMPLEMENTATION, CONT.

	Project	Description	Location	Cost	Priority	Timeframe	Partner/Coordination	Benefit(s)	S1	S2	S3	Notes
Corridor Projects	CP1	Roadway Improvement	SH 42 Conceptual Design	$75,000	High	Short	Boulder Co., Lafayette, RTD. CDOT	Travel time reliability, safety	Y	Y	Y	$500,000 total cost, $350,000 TIP and $75,000 Lafayette contribution
	CP2	Roadway Improvement	SH 42 Widening	$25,000,000	High	Long	Boulder Co., Lafayette, RTD. CDOT	Travel time reliability, safety	Y	Y	Y	Rebuild Empire to South Boulder Road
	CP3	Roadway Improvement	Dillon Road, Campus Drive Extension, Widen 88th	$10,400,000	High	Medium	-	Capacity and bicycle visibility	N	N	Y	88th to 104th bike and applicable ADA paint/signage. Increase queue length capacity on EB and WB lanes around BNSF . Widen Dillon WB at 96th on the north increasing queue length. Could be phased to provide lower-cost improvements on Dillon first.
	CP4	Roadway Improvement	Via Appia Way	$253,440	Medium	Short	-	Safety and visibility for all modes	Y	Y	Y	Reduce lane widths, extend bike lanes, extend refuges, remove right turn lanes
	CP5	South Boulder Rd Study	SBR Corridor	$100,000	Medium	Short	Boulder Co., Lafayette, RTD	Safety, travel reliability, transit service	Y	Y	Y	
	CP6	CTC Connector	Arthur to 96th	$2,000,000	Medium	Medium	-	Network connectivity	N	N	Y	
	CP7	Kaylix Connector	Hecla to South Boulder	$2,500,000	High	Medium	-	Network connectivity	N	N	Y	Requires ROW acquisition or property owner coordination
	CP8	McCaslin Network Additions	Various within McCaslin area to create network grid	TBD	High	Long	Developer(s)	Network connectivity, economic access	Y	Y	Y	Likely implemented by developer in redevelopment. If not, requires ROW acquisition or property owner coordination
Bike Network Improvements	BK1	Bike Lane	Bella Vista	$33,000	Medium	Short	-	Safety	Y	Y	Y	Missing segment where currently shared lane, continue bike lane for consistency and safety
	BK2	Bike Shoulder Improvements	SH 42/Empire Rd	$201,600	High	Short	-	Safety, network connectivity	N	Y	Y	Could include signs, striping and official designation
	BK3	Bike Route	W Dyer Rd	$5,240	High	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK4	Bike Route	Washington Ave	$12,360	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK5	Bike Route	Tyler Ave	$3,240	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK6	Bike Route	Garfield/Lincoln	$12,960	High	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK7	Bike Route	McKinley Ave	$640	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK8	Bike Route	Spruce St	$8,320	High	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK9	Bike Route	Jefferson Ave	$8,000	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK10	Bike Route	Front St	$8,300	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK11	Bike Route	DELO to Downtown	$11,720	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK12	Bike Route	Hecla Dr	$2,600	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK13	Bike Route	Rex/West St	$5,320	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK14	Bike Route	Hoover Ave	$10,120	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK15	Bike Route	Polk Ave/Dahlia St	$10,200	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK16	Bike Route	Lock St	$1,000	Low	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK17	Bike Route	Centennial North of SBR	$5,680	Medium	Short	-	Network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK18	Bike Route	Empire Rd	$13,750	Medium	Short	-	Safety, network connectivity	Y	Y	Y	Could include signs, striping and official designation
	BK19	Bike Lane	Via Appia buffered bike lanes	CP4 & MU23	Medium	Medium	-	Safety	N	N	Y	Could include signs, striping and official designation
	BK20	Protected Bike Lane & Widened Sidewalks	Pine St	$750,000	High	Short	-	Safety, network connectivity	Y	Y	Y	Can be coordinated with Pine St repaving

	Project	Description	Location	Cost	Priority	Timeframe	Partner/Coordination	Benefit(s)	S1	S2	S3	Notes
Mixed-Use Paths/Trails	MU1	Off-Street Shared Path	SH 42 to CTC	$780,000	High	Long	Boulder County	Regional access, connections, safety	Y	Y	Y	
	MU2	Off-Street Shared Path	SH42 N of South Boulder Rd	$100,800	Medium	Short	-	Connectivity, safety	Y	Y	Y	
	MU3	Off-Street Shared Path	N of South Boulder Rd E of SH42	$276,000	Low	Long	-	Business access, safety	N	Y	Y	
	MU4	Off-Street Shared Path	Lock St to Community Park	$20,000	Medium	Medium	BNSF Railroad	Network connectivity	Y	Y	Y	New 10' trail with rail crossing, requires RR coordination
	MU5	Off-Street Shared Path	LMS Connection	$360,000	Low	Long	Boulder Valley School District	Safety, school access	N	N	Y	Do not own ROW, cost will be higher
	MU6	Off-Street Shared Path	Warembourg N/S Trail	$145,000	Medium	Short	-	Network connectivity	Y	Y	Y	
	MU7	Off-Street Shared Path	Griffith St	$60,000	Medium	Long		Safety, school access	Y	Y	Y	
	MU8	Off-Street Shared Path	St Andrews to 88th Underpass	$120,000	High	Short	-	Safety, school access	Y	Y	Y	
	MU9	Off-Street Shared Path	88th to US 36	$60,000	High	Short	-	Network connectivity	Y	Y	Y	
	MU10	Off-Street Shared Path	McKinley Park	$60,000	Medium	Medium	-	Network connectivity	Y	Y	Y	
	MU11	Off-Street Shared Path	Arboretum Trail	$80,000	Medium	Medium	-	Network connectivity	Y	Y	Y	
	MU12	Off-Street Shared Path	Powerline to Mining connection	$30,000	Low	Short	-	Network connectivity	Y	Y	Y	
	MU13	Off-Street Shared Path	US36 to Dyer Connection	$10,000	High	Short	-	Network connectivity	Y	Y	Y	
	MU14	Off-Street Shared Path	McCaslin Blvd	$609,600	High	Medium	-	Safety, economic access	N	N	Y	
	MU15	Off-Street Shared Path	Washington Ave	$154,000	Low	Medium	-	Trail connectivity	Y	Y	Y	Widen sidewalk to be mixed-use trail south to Powerline Trail, add new trail to the north
	MU16	Off-Street Shared Path	St. Andres (Coal Creek Bypass) to Dillon	$92,400	Medium	Medium	-	Network connectivity	Y	Y	Y	
	MU17	Off-Street Gravel Trail	104th regional connection	$158,334	High	Short	Boulder Co., Lafayette	Regional connectivity, safety	Y	Y	Y	$950,000 total cost, $158,333 Boulder County, $158,333 Lafayette and $475,000 TIP
	MU18	Off-Street Gravel Trail	Coal Creek to US36 West of 96th	$500,000	Medium	Long	Boulder Co., Broomfield	Regional connectivity, safety	N	Y	Y	
	MU19	Off-Street Shared Path	US36 to St. Andrews	$280,000	Low	Medium	-	Network connectivity	N	Y	Y	
	MU20	Off-Street Gravel Trail	Warembourg E/W Trail	$21,000	Low	Short	-	Trail connectivity	Y	Y	Y	
	MU21	Off-Street Gravel Trail	Centennial Parkway to Davidson Mesa Trail	$90,000	High	Medium	-	Network connectivity	Y	Y	Y	
	MU22	Off-Street Gravel Trail	Reroute Coal Creek Trail to follow creek	$125,000	High	Short	-	Enhanced trail experience	Y	Y	Y	East side of street.
	MU23	Off-Street Shared Path	Kestrel Trail to SH 42 Underpass	$125,000	High	Short	-	Trail connectivity	Y	Y	Y	Should already be doing with underpass
	MU24	Off-Street Shared Path	North Open Space Trail - West	$220,000	Low	Long		Trail connectivity	N	Y	Y	
	MU25	Off-Street Shared Path	North Open Space Trail - East	$220,000	Low	Long	-	Trail & network connectivity	N	Y	Y	
	MU26	Off-Street Gravel Trail	Coal Creek Trail Connection north of Empire Rd	$80,000	Low	Long	-	Enhanced trail experience	N	Y	Y	New route through open space
	MU27	Off-Street Gravel Trail	Cottonwood Park connection	$27,500	Medium	Medium	-	Trail connectivity	N	Y	Y	
	MU28	Off-Street Shared Path	Overlook underpass conceptual connection	$85,000	Low	Long	Superior, Boulder County	Trail connectivity	Y	Y	Y	Requires coordination and partnerships
	MU29	Off-Street Shared Path	Via Appia to North Open Space	$165,000	Medium	Medium	-	Trail connectivity	N	Y	Y	
	MU30	Off-Street Shared Path	Fireside Realignment	$300,000	Low	Long	-	Enhanced trail experience	N	Y	Y	
	MU31	Off-Street Shared Path	Warembourg, Mining to Goodhue Realignment	$75,000	Low	Medium	-	Enhanced trail experience	N	Y	Y	
	MU32	Off-Street Shared Path	Powerline to Coal Creek Trail	$35,000	High	Short	-	Trail connectivity	Y	Y	Y	
	MU33	Off-Street Gravel Trail	Coyote Run	$30,000	High	Short	-	Safety, trail connectivity	Y	Y	Y	
	MU34	Off-Street Shared Path	Coal Creek to Downtown Connection	$77,500	Medium	Short	-	Safety, trail connectivity	N	Y	Y	
	MU35	Fun Route	Powerline Trail Fun Route	$150,000	High	Short	-	Quality-of-life, multimodal options	Y	Y	Y	
	MU36	Off-Street Shared Path	Coal Creek Trail	$225,000	Low	Long	Boulder County	Enhanced trail experience	N	N	Y	Reroute trail out of neighborhood; grade issues
	MU37	Off-Street Gravel Trail	Dillon to Coal Creek East of 96th	$500,000	Medium	Long	Developer	Regional connectivity, safety	N	Y	Y	

	Project	Description	Location	Cost	Priority	Timeframe	Partner/Coordination	Benefit(s)	S1	S2	S3	Notes
Sidewalks	SW1	Sidewalk Improvement	South Boulder Rd [Garfield,Jefferson]	$81,000	High	Short	-	Safety, eliminate gaps	Y	Y	Y	Widen sidewalk to 10', where possible; coordinate w underpass construction
	SW2	Sidewalk Improvement	Via Appia near Cottonwood Park	$36,000	High	Short	-	Safety, eliminate gaps	Y	Y	Y	Alternative: Build bridge to sidewalk within park
	SW3	Sidewalk Improvement	Washington near Coyote Run	$68,000	High	Short	-	Safety, eliminate gaps	Y	Y	Y	East side. Hopefully already happening.
	SW4	Sidewalk Improvement	East North of Clementine Sub to Pine	$96,000	High	Short	Developer	Safety, eliminate gaps	Y	Y	Y	Upgrade Sidewalk to Pine - either East or West Side
	SW5	Sidewalk Improvement	Pine St at Rail	$7,600	High	Short	-	Safety, eliminate gaps	Y	Y	Y	New sidewalk both sides
	SW6	Sidewalk Improvement	Griffith St @ Rail	$14,600	High	Short	-	Safety, eliminate gaps	Y	Y	Y	New sidewalk, rail crossing, south side
	SW7	Sidewalk Improvement	Spruce to Miners Field to Lee W of SH42	$64,000	High	Short	-	Safety, eliminate gaps	Y	Y	Y	New wide sidewalk to provide ped and bike access - Expand through Miners Field
Grade Separated Crossings	GS1	Underpass	South Boulder Rd @ Main St	$8,000,000	Medium	Long	BNSF (potential)	Safety, connectivity	N	Y	N	
	GS1A	Underpass Gateway	South Boulder Rd @ Main St	$20,000,000	Medium	Long	Property Owner	Safety, connectivity, quality-of-life	N	N	Y	Alternative to GS1 that Include Property Acquisition and Public Plaza or Entry Features
	GS2	Underpass	SH 42 @ South St	$8,000,000	High	Medium	CDOT	Safety, connectivity	Y	Y	Y	
	GS3	Underpass	Power Line Trail @ Dillon Rd	$4,000,000	Medium	Medium	-	Network connectivity	Y	Y	Y	
	GS4	Underpass	Overlook Underpass	$120,000	Low	Long	Superior, Boulder Co.	Safety, regional connectivity	Y	Y	Y	Total cost: $1,800,000; Local share: $120,000
	GS5	Underpass	South Boulder Rd at SH42 Regional Trail	$8,000,000	Medium	Long	-	Safety, regional connectivity	N	N	Y	
	GS6	Underpass	South Boulder Rd @ Via Appia	$6,000,000	High	Medium	-	Safety	N	Y	Y	Consider in Cottonwood Park Plan 2020
	GS7	Underpass	Dillon Rd @ S 88th St	$5,000,000	Low	Long	-	Traffic flow, school access	N	N	Y	Correlated with Dillon Road traffic/capacity improvements
	GS8	Underpass	Dillon Rd east of McCaslin Blvd	$8,000,000	Medium	Long	-	Business access, enhanced connectivity	N	N	Y	
	GS9	Underpass	Near Tape Dr @ Northwest Pkwy	$10,000,000	Low	Long	Developer	Safety, trail connectivity	N	Y	Y	High priority if developer partners for construction and cost
	GS10	Underpass	Bullhead Gulch	$6,000,000	Low	Low	-	Safety, trail connectivity	N	N	N	
At-Grade Crossings	SBR1-5	All SBR Improvements	South Boulder Rd @ Via Appia	$429,983	High	Short	-	Safety - primary corridor	Y	Y	Y	$1,433,276 total cost, $1,003,293 TIP
	AG1	Shortened Crossing Distance	Willow Dr @ Kennedy Ave	$20,000	Medium	Short	-	Safety, school access	Y	Y	Y	Upgrade beacon and advanced warning signage and striping
	AG2	Shortened Crossing Distance	W Tamarisk St @ Kennedy Ave	$10,000	Medium	Short	-	Safety, school access	Y	Y	Y	Add Beacon (E,S)
	AG3	Neckdowns or enhanced crossing	Power Line Trail @ Tamarisk St	$10,000	Medium	Short	-	Safety - trail crossing, school access	Y	Y	Y	Coal Creek Elementary (E and S)
	AG4	Neckdowns or enhanced crossing	Power Line Trail @ Willow Dr	$10,000	Medium	Short	-	Safety - trail crossing, school access	Y	Y	Y	Louisville Elementary School, additional markings (N, S)
	AG5	Neckdowns or enhanced crossing	Coyote Run @ Washington Ave	$25,000	Medium	Short	-	Safety - trail crossing, school access	Y	Y	Y	Coal Creek Elementary (S)
	AG6	Enhanced Crossing Markings	Coyote Run @ Kennedy Ave	$2,500	High	Short	-	Safety - trail crossing, school access	Y	Y	Y	
	AG7	Flashing Beacon Crosswalk	Sagebrush Way @ Via Appia	$25,000	High	Short	-	Safety - trail crossing, primary corridor	Y	Y	Y	
	AG8	Enhanced Crossing Markings	Willow Dr @ Washington Ave	$1,500	Medium	Short	-	Safety, school access	Y	Y	Y	
	AG9	Upgrade Beacon	Power Line Trail @ Via Appia	$20,000	High	Short	-	Safety - trail crossing, primary corridor	Y	Y	Y	(E)
	AG10	Enhanced Crossing Markings	Coyote Run @ Via Appia	$5,000	Medium	Short	-	Safety - trail crossing, primary corridor	Y	Y	Y	Bike connection for Empire Rd shoulders, future open space trail and sports complex
	AG11	Enhanced Crossing	Power Line Trail @ Polk Ave	$10,000	Medium	Short	-	Safety - trail crossing, school access	Y	Y	Y	Concrete Curb with Colored Concrete or Landscaping Inside Median. Consider Bike Pass-through
	AG12	Improve signage/striping	Polk Ave @ W Dahlia Ct	$1,000	Medium	Short	-	Safety, school access	Y	Y	Y	
	AG13	Enhanced Crossing Markings	Polk Ave @ Madison Ave	$400	Medium	Short	-	Safety, school access	Y	Y	Y	Coal Creek Elementary
	AG14	Beacon and Enhanced Crossing Markings	Dahlia St @ Ridge Pl	$50,000	Medium	Medium	-	Safety, network connectivity	Y	Y	Y	Coal Creek Elementary
	AG15	Flashing Beacon Crosswalk	Bella Vista Dr near Aspen Way	$25,000	Medium	Short	-	Safety	Y	Y	Y	More direct alignment, improved curb cuts
	AG16	Raised Crossing with Refuge	Main St @ Louisville MS	$20,000	Medium	Short	-	Safety, school access	Y	Y	Y	Fireside Elementary School

	Project	Description	Location	Cost	Priority	Timeframe	Partner/Coordination	Benefit(s)	S1	S2	S3	Notes
At-Grade Crossings	AG17	Shortened Crossing Distance	Hutchinson St @ Jefferson Ave	$1,000	Medium	Short	-	Safety, school access	Y	Y	Y	Trail Detection, Trail advance warning sign on hill
	AG18	Enhanced Crossing Markings	SH 42 @ Pine St	$1,600	High	Short	-	Safety - primary corridor	Y	Y	Y	
	AG19	Enhanced Crossing	Dillon Rd @ McCaslin Blvd	$50,000	High	Medium	-	Safety - primary corridor	Y	Y	Y	
	AG20	Enhanced Crossing	Centennial Pkwy @ McCaslin Blvd	$50,000	High	Medium	-	Safety - primary corridor	Y	Y	Y	
	AG21	Enhanced Crossing	W Century Dr @ McCaslin Blvd	$50,000	High	Medium	-	Safety - primary corridor	Y	Y	Y	
	AG22	Enhanced Crossing	Vista Ln @ Mulberry St	$10,000	High	Short	-	Safety, school access	Y	Y	Y	
	AG23	Formalize Painted Bump Outs	City-Wide	$100,000	High	Short	-	Safety	Y	Y	Y	
	AG24	Reconfigure Intersection	Via Appia @ Pine St	$100,000	High	Short	-	Safety	Y	Y	Y	
	AG25	Shortened Crossing Distance	Via Appia @ Tyler Ave	$40,000	High	Short	-	Safety	Y	Y	Y	
	AG26	Shortened Crossing Distance	Pine St @ Polk Ave	$40,000	Low	Long	-	Safety	N	N	Y	
	AG27	Shortened Crossing Distance	Pine St @ Hoover Ave	$40,000	Low	Long	-	Safety	N	N	Y	
	AG28	Shortened Crossing Distance	Pine St @ Tyler Ave	$40,000	Low	Long	-	Safety	N	N	Y	
Transit Connectivity	TR1	Proposed Transit Network	Citywide	$250,000	High	Short	Businesses, Via/RTD	Job and business access	Y	Y	Y	
	TR2	EcoPass & Other Incentives	Neighborhood or Business Incentives for Employees	$20,000	Medium	Short	RTD	Access to transit	Y	Y	Y	
	TR3	Access Improvements to McCaslin Station	Multimodal Connections, Improve Bus Route for Possible Circulator	$200,000	High	Short	RTD, businesses	Multimodal access to transit, safety	Y	Y	Y	
	TR4	Bus Stop Improvements	Shelter, Bike Racks, Trash Cans, Benches ADA Upgrades	$300,000	High	Ongoing	RTD, businesses	Safety, transit accessibility	Y	Y	Y	
	TR5	NW Rail Peak Hour Service	Beginning of rail service for peak hour only TBD location	$1,000,000	High	Medium	RTD	Regional access	N	Y	Y	Represents investment in higher capacity transit service. Due to nature of project funding could be used to support BRT or other similar type of service.
	TR6	NW Rail Station Area Planning	Downtown and CTC	$50,000	Medium	Short	RTD	Transit access, community character	Y	Y	Y	

Project ID	Description	Location	Cost	Notes
TMP PROJECTS - COMPLETE OR UNDER CONSTRUCTION - NOT funded through TMP $				
Project ID	**Description**	**Location**	**Cost**	**Notes**
MU33, SW3, AG5	Off-Street Gravel Trail, Sidewalk installation and crossing improvements	Coyote Run	$178,310	Complete
MU7	Off-Street Shared Path	Griffith St	$60,000	Under construction
MU23	Off-Street Shared Path	Kestrel Trail to SH 42 Underpass	$125,000	Complete summer 2020
SW 3 & SW 4	Sidewalk Improvements	Pine St. and Griffith St. at railroad	$22,200	Part of Quiet Zones work. Potential for LRC funding.
	Total		$385,510	

2020 TMP PROJECTS - CONSTRUCTION/DESIGN - Funded through TMP $				
Project ID	**Description**	**Location**	**Cost**	**Notes**
CP1	Roadway Improvements from Empire to Arapahoe Rd.	SH 42 Conceptual Design	$75,000	$500,000 total cost, $350,000 TIP and $75,000 each Louisville and Lafayette contribution
MU17	Off-Street Gravel Trail connecting Coal Creek to Rock Creek regional trails	104th regional connection	$50,000	$950,000 total cost, $158,333 Boulder County, $158,333 Lafayette and $475,000 TIP
SBR1-5 All SBR	South Boulder Rd @ Via Appia	SBR at grade crossing improvements	$225,000	TIP project match Potential for LRC $ (for Main Street Improvements)
AG NEW1	Power Line Trail to Coal Creek Connection	Hawk signal at Dillon Rd. and new trail connection and bridge south of Dillon connecting to Coal Creek	$600,000	High priority (#1) for OSAB trail connnections. (Shovel ready from previous design)
MU35	Fun Route Design	Powerline Trail Fun Route (Design only)	$50,000	For construction in 2021
BK20, AG26, AG, 27, AG28	Protected bike lane with striping, shorten crossing distance by reducing curb radiuses, add medians with refuges, widen sidewalk on south side	Pine St from Via Appia to Old Town	$1,200,000	Will be coordinated with Pine St repaving in 2020 Added Owl Dr. intersection to improvements (not included in TMP) Sidewalk on north side could be expanded with $513k add alternate.
SW5	Sidewalk Improvement	W of SH42 South Street to Pine St.	$700,000	This is an expansion of what is in the TMP. Would add a sidewalk along Miners field, South to Pine. Project includes installation of curb, gutter and drainage.
	Total		$2,900,000	
	w/20% contingency		$3,480,000	
2020 TMP PROGRAMS - Funded through TMP $				
	Transportation Demand Management	Lyft/Uber 1st and last mile pilot	$30,000	Cost for ride subsidy, promotion and administration
	Bicycle Education	Open Streets and Bike Rodeo	$10,000	Cost for events, promotion and supplies
	Ped and bike data monitoring system	City-wide	$30,000	Data collection instruments to measure our TMP performance metrics

PROPOSED 2021-2026 CIP PROJECT LIST - TMP PROJECTS

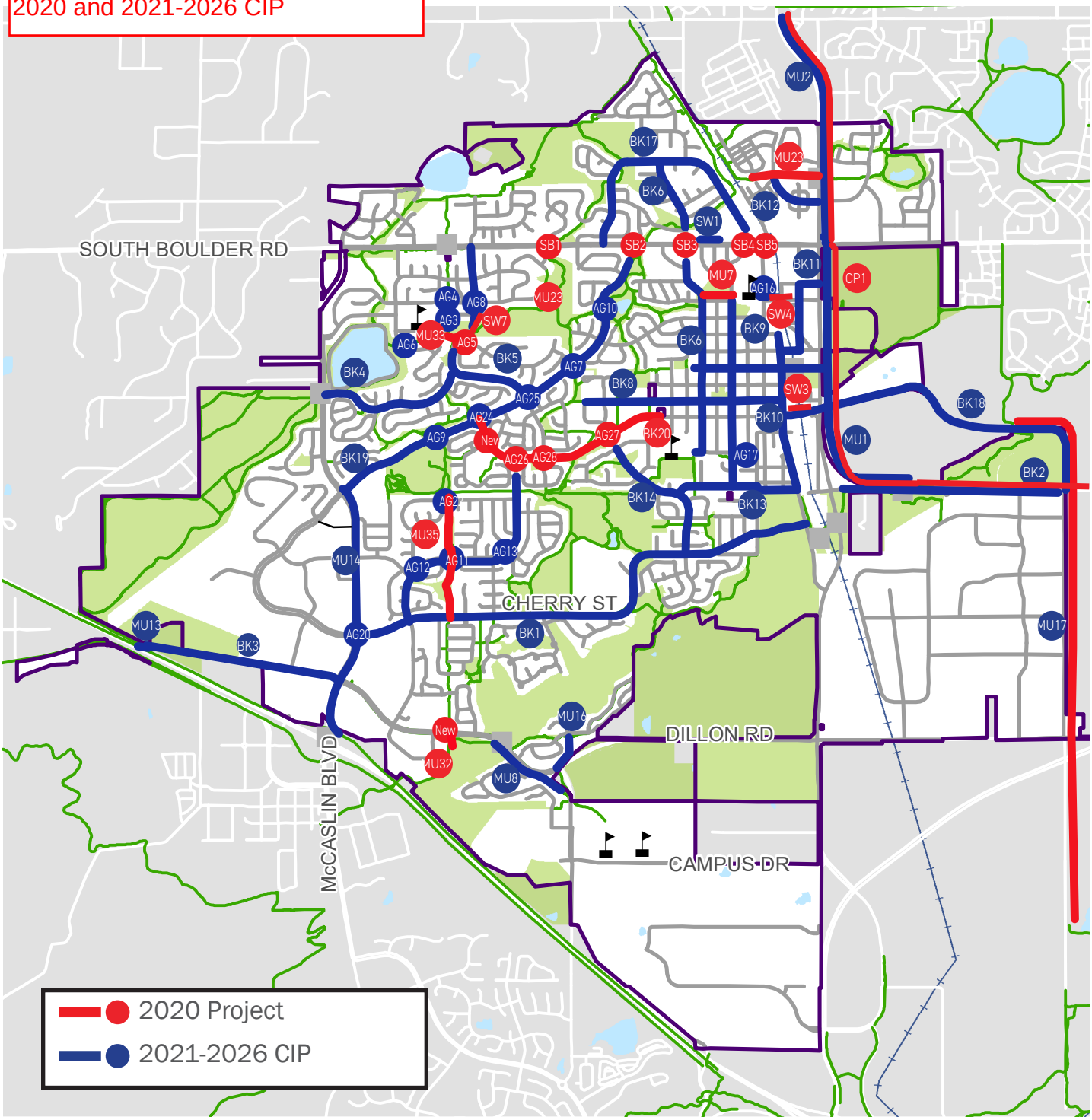
Project ID	Description	Location	Cost	Priority	Timeframe	Notes	21	22	23	24	25	26
SH 42												
MU1	Off-Street Shared Path	East SH 42 from SBR to CTC	$780,000	High	Long	Trail through joint Open Space		x				x
MU2	Off-Street Shared Path	SH42 N of South Boulder Rd	$100,800	Medium	Short	Funding is to fill in any current gaps in sidewalks. Future TMP desired improvement is for a multi-use grade-sepearted 10-12' shared path.		x				x
AG18	Enhanced Crossing Markings	SH 42 @ Pine St	$1,600	High	Short			x				x
	Total		$882,400									
104TH TRAIL												
MU17	Off-Street Gravel Trail	104th regional connection	$158,334	High	Short	$950,000 total cost, $158,333 Boulder County, $158,333 Lafayette and $475,000 TIP	x	x				
BK2	Bike Shoulder Improvements	SH 42/Empire Rd	$201,600	High	Short	Could include signs, striping and official designation	x					
BK18	Bike Route	Empire Rd	$13,750	Medium	Short	Could include signs, striping and official designation	x					
	Total		$373,684									
SBR IMPROVEMENTS												
SBR1-5 All SBR	South Boulder Rd @ Via Appia	SBR at grade crossing improvements	$204,000	High	Short	TIP project Potential for LRC $ (for Main Street Improvements)	x					
SW1	Sidewalk Improvement	North side sidewalk on South Boulder Rd [Garfield,Jefferson]	$81,000	High	Short	Widen sidewalk to 10', where possible; coordinate w underpass construction Potential for LRC $	x					
	Total		$285,000									
VIA APPIA												
CP4	Roadway Improvement	Via Appia Way	$253,440	Medium	Short	Reduce lane widths, extend bike lanes, extend refuges, remove right turn lanes					x	x
BK19	Bike Lane	Via Appia buffered bike lanes	$20,000	Medium	Medium	Could include signs, striping and official designation					x	x
AG9	Upgrade Beacon	Power Line Trail @ Via Appia	$20,000	High	Short						x	x
AG10	Enhanced Crossing Markings	Coyote Run @ Via Appia	$5,000	Medium	Short	Bike connection for Empire Rd shoulders, future open space trail and sports complex					x	x
AG24	Reconfigure Intersection	Via Appia @ Pine St	$100,000	High	Short						x	x
AG25	Shortened Crossing Distance	Via Appia @ Tyler Ave	$40,000	High	Short						x	x

AG7	Flashing Beacon Crosswalk	Sagebrush Way @ Via Appia	$25,000	High	Short						x	x
	Total		$463,440									
DILLON ROAD												
MU8	Off-Street Shared Path	St Andrews to 88th Underpass	$120,000	High	Short				x			
MU16	Off-Street Shared Path	St. Andres (Coal Creek Bypass) to Dillon	$92,400	Medium	Medium				x			
MU13	Dyer Road extensinon	Dillon Road improvements up to Dyer Road extension (connecting to US 36 trail)	$20,000			May include buffered bike lanes on Dillon or Century, improvements and paving on Dyer (Boulder County project)			x			
	Total		$232,400									
MCCASLIN AREA												
CP8	McCaslin area 1st and Last Mile Network Improvements	Various improvements within McCaslin area to create network grid, connections to transit/US 36 bikeway	TBD	High	Long	Likely implemented by developer in redevelopment. If not, requires ROW acquisition or property owner coordination						
OTHER AT GRADE CROSSINGS												
AG3	Neckdowns or enhanced crossing	Power Line Trail @ Tamarisk St	$10,000	Medium	Short	Coal Creek Elementary (E and S)		x				
AG4	Neckdowns or enhanced crossing	Power Line Trail @ Willow Dr	$10,000	Medium	Short	Louisville Elementary School, additional markings (N, S)		x				
AG6	Enhanced Crossing Markings	Coyote Run @ Kennedy Ave	$2,500	High	Short			x				
AG8	Enhanced Crossing Markings	Willow Dr @ Washington Ave	$1,500	Medium	Short			x				
AG11	Enhanced Crossing	Power Line Trail @ Polk Ave	$10,000	Medium	Short	Concrete Curb with Colored Concrete or Landscaping Inside Median. Consider Bike Pass-through		x				
AG12	Improve signage/striping	Polk Ave @ W Dahlia Ct	$1,000	Medium	Short			x				
AG13	Enhanced Crossing Markings	Polk Ave @ Madison Ave	$400	Medium	Short	Coal Creek Elementary		x				
AG16	Raised Crossing with Refuge	Main St @ Louisville MS	$20,000	Medium	Short	Fireside Elementary School		x				
AG17	Shortened Crossing Distance	Hutchinson St @ Jefferson Ave	$1,000	Medium	Short	NS Crosswak		x				
AG20	Enhanced Crossing	Centennial Pkwy @ McCaslin Blvd	$50,000	High	Medium			x				
AG22	Enhanced Crossing	Vista Ln @ Mulberry St	$10,000	High	Short			x				

AG23	Formalize Painted Bump Outs	City-Wide	$100,000	High	Short			x				
	Total		$216,400									
OTHER BIKE FACILITIES												
BK1	Bike Lane	Bella Vista	$33,000	Medium	Short	Missing segment where currently shared lane, continue bike lane for consistency and safety		x				
BK3	Bike Route	W Dyer Rd	$5,240	High	Short	Could include signs, striping and official designation		x				
BK4	Bike Route	Washington Ave	$12,360	Medium	Short	Could include signs, striping and official designation		x				
BK5	Bike Route	Tyler Ave	$3,240	Medium	Short	Could include signs, striping and official designation		x				
BK6	Bike Route	Garfield/Lincoln	$12,960	High	Short	Could include signs, striping and official designation		x				
BK7	Bike Route	McKinley Ave	$640	Medium	Short	Could include signs, striping and official designation		x				
BK8	Bike Route	Spruce St	$8,320	High	Short	Could include signs, striping and official designation		x				
BK9	Bike Route	Jefferson Ave	$8,000	Medium	Short	Could include signs, striping and official designation		x				
BK10	Bike Route	Front St	$8,300	Medium	Short	Could include signs, striping and official designation		x				
BK11	Bike Route	DELO to Downtown	$11,720	Medium	Short	Could include signs, striping and official designation		x				
BK12	Bike Route	Hecla Dr	$2,600	Medium	Short	Could include signs, striping and official designation		x				
BK13	Bike Route	Rex/West St	$5,320	Medium	Short	Could include signs, striping and official designation		x				
BK14	Bike Route	Hoover Ave	$10,120	Medium	Short	Could include signs, striping and official designation		x				
BK15	Bike Route	Polk Ave/Dahlia St	$10,200	Medium	Short	Could include signs, striping and official designation		x				
BK16	Bike Route	Lock St	$1,000	Low	Short	Could include signs, striping and official designation		x				
BK17	Bike Route	Centennial North of SBR	$5,680	Medium	Short	Could include signs, striping and official designation		x				
	Total		$138,700									
OTHER MULTI USE PATH FACILITIES												
MU35	Fun Route	Powerline Trail Fun Route	$250,000	High	Short		x					
	Total		$250,000									
OTHER TRANSIT FACILITIES												

TR4	Bus Stop Improvements	Shelter, Bike Racks, Trash Cans, Benches ADA Upgrades	$300,000	High	Ongoing			x				
	Total		$300,000									
TOTAL COST OF PROJECTS FOR 2021-2026 CIP												
	TOTAL		**$3,142,024**									
	w/ contingency (30%)		**$4,084,631**									
PROGRAMS												
BK New	Create Designated Route Sign plan	All bike-routes	$20,000			Create a bike route and sign designation program (maps, signs, etc.), coordinated with OS wayfinding.	x					

Proposed TMP Projects
2020 and 2021-2026 CIP



2020 Project
2021-2026 CIP

TMP HIGH-COST PROJECTS - ADDITIONAL FUNDING REQUIRED						
Project ID	Description	Location	Cost	Priority	Timeframe	Notes
CP2	Roadway Improvement	SH 42 Corridor Enhancement	$25,000,000	High	Long	Rebuild Empire to South Boulder Road
CP3	Roadway Improvement	Dillon Road, Campus Drive Extension, Widen 88th	$10,400,000	High	Medium	Occur with any future development
CP6	CTC Connector	Arthur to 96th	$2,000,000	Medium	Medium	
CP7	Kaylix Connector	Hecla to South Boulder	$2,500,000	High	Medium	
GS1	Underpass	South Boulder Rd @ Main St	$8,000,000	Medium	Long	
GS10	Underpass	Bullhead Gulch	$6,000,000	Low	Low	
GS1A	Underpass Gateway	South Boulder Rd @ Main St	$20,000,000	Medium	Long	Alternative to GS1 that Include Property Acquisition and Public Plaza or Entry Features
GS2	Underpass	SH 42 @ South St	$8,000,000	High	Medium	Potential for LRC $
GS3	Underpass	Power Line Trail @ Dillon Rd	$4,000,000	Medium	Medium	
GS4	Underpass	Overlook Underpass	$1,800,000	Low	Long	Submitted for TIP with Superior and did not receive funding
GS5	Underpass	South Boulder Rd at SH42 Regional Trail	$8,000,000	Medium	Long	Potential for LRC $
GS6	Underpass	South Boulder Rd @ Via Appia	$6,000,000	High	Medium	Consider in Cottonwood Park Plan 2020
GS7	Underpass	Dillon Rd @ S 88th St	$5,000,000	Low	Long	Correlated with Dillon Road traffic/capacity improvements
GS8	Underpass	Dillon Rd east of McCaslin Blvd	$8,000,000	Medium	Long	
GS9	Underpass	Near Tape Dr @ Northwest Pkwy	$10,000,000	Low	Long	Occur with any future development
TR5	NW Rail Peak Hour Service	Beginning of rail service for peak hour only TBD location	$1,000,000	High	Medium	Represents investment in higher capacity transit service, including start up of rail service.
	Total		$125,700,000			

From: Emily Hogan
To: Megan Pierce
Cc: Megan Davis
Subject: Undergrounding Estimates
Date: Tuesday, March 3, 2020 6:08:46 PM
Attachments: image003.png

Hi Megan. Here are the estimates for the undergrounding projects we discussed this morning. Let me know if you have any questions. Thanks!!

Location	**Associated Project**	**Linear Feet**	**Cost**	**2020 Budget**
West of SH 42 & west on Griffith 	N/A	1,700 Xcel distribution 1,700 CenturyLink 1,700 Comcast	$510,000 Xcel – pending confirmation $87,000 CenturyLink $120,000 Comcast	$510,000 Xcel 1% fund $170,000 LRC Over budget $37,000 due to unanticipated Comcast expense
Miners Field – west of SH 42 & Pine to Miners Field 	TMP	<u>Section along SH 42 only:</u> 800 Xcel distribution 800 CenturyLink 800 Comcast <u>Entire Miners Field:</u> 2,200 Xcel distribution 2,200 CenturyLink 2,200 Comcast	<u>Section along SH 42 only:</u> $240,000 Xcel $80,000 CenturyLink $80,000 Comcast <u>Entire Miners Field:</u> $660,000 Xcel $220,000 CenturyLink $220,000 Comcast	<u>Section along SH 42 only:</u> $240,000 Xcel 1% fund $160,000 LRC – not currently budgeted <u>Entire Miners Field:</u> $660,000 Xcel 1% fund $440,000 LRC – not currently budgeted

Emily Hogan
Assistant City Manager for Communications & Special Projects
City of Louisville
303-335-4528

City of Louisville
COLORADO • SINCE 1878

LOUISVILLE REVITALIZATION COMMISSION

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

DATE: **MARCH 11, 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 [illegible]

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
Billing Rate	**$240**	**$180**	**$100**	
Labor Costs				
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	6	10	2	$3,440
Total Hours	**16**	**36**	**6**	**$10,920**
Dollars by Person	**$3,840**	**$6,480**	**$600**	
Direct Costs				
Travel & Miscellaneous				$250
Subtotal				**$250**
Total Project Cost				**$11,170**

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

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:

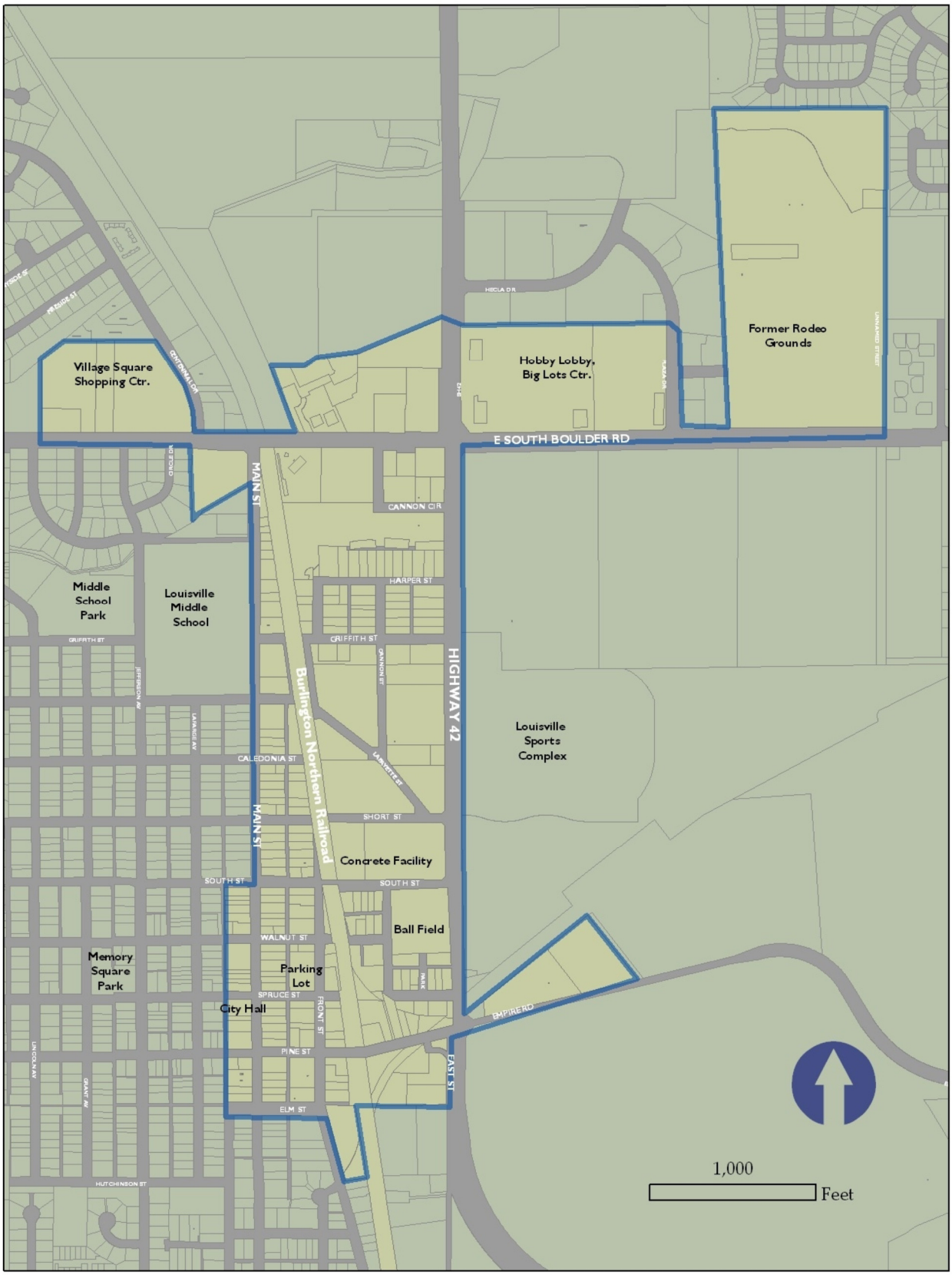
Megan E. Pierce
Economic Vitality Director
749 Main Street
Louisville, CO 80027
303-335-4531
mpierce@louisvilleco.gov

Attachment A

Map of Urban Renewal Area

Louisville Revitalization Commission
Urban Renewal Area- Application for Assistance

City of Louisville - Highway 42 Urban Renewal Area



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;

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

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.

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.

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	