

PUBLIC NOTICE

LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY / HISTORIC LOVELAND BUSINESS IMPROVEMENT DISTRICT (4:00 P.M.)

February 12, 2024

**Cleveland Room at Desk Chair
201 East 4th Street, Loveland, Co 80537**

The Loveland Downtown Partnership and Downtown Development Authority are committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, religion, sexual orientation, or gender. The LDP-DDA will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act.

For more information, please call our offices at 970.699.2856.

Agenda
Loveland Downtown Development Authority (DDA)
Historic Loveland Business Improvement District (HLBID)
Joint Regular Meeting
Monday, February 12, 2024 - 4:00 pm

Cleveland Room at Desk Chair
201 East 4th Street

This board may act on behalf of the Loveland Downtown Development Authority and the
Historic Loveland Business Improvement District

4:00 pm

1. **Call to Order**
2. **Roll Call**

4:05 pm

3. **Public Comment** (individual introductions / comments are limited to 3 minutes)

4:10 pm

4. **Approval of Minutes**

"I move to approve (deny) the minutes of the Regular Meeting of January 8, 2024"

4:15 pm

5. **Presentation & Discussion / Action Items**

- Draper Project. First Amendment to Redevelopment Agreement Among the City, the Loveland Urban Renewal Authority, the Downtown Development Authority and 333 East 4th Street Block LLC, Relating to the Draper Project in Downtown Loveland.

Sample motion: "I move to approve (deny) the first amendment to the Draper project redevelopment agreement, and authorize the executive director to execute the amendment."

- Projects Eligible for Financing Under Line of Credit IGA. Resolution DDA-2024-02, A Resolution of the Board of Directors of the Loveland Downtown Development Authority Designating Projects Eligible for Financing with Proceeds of the Interfund Loan Under the DDA-City Line of Credit IGA in Fiscal Year 2024.

Sample motion: "I move to approve (deny) Resolution DDA-2024-02."

- City of Loveland Brownfields Program – Mike Scholl – Ayers and Associates
- Executive Director Update
 1. Be a Good Neighbor Flyer
 2. Retail Liquor License for Special Events

3. HIP Streets Next Steps
4. Restaurant Conversation Grant
5. 350 N. Cleveland Avenue
6. 300-310 North Lincoln Avenue
7. Revitalizing Main Streets Grant Application

5:25 pm

6. **City Council Report**
 - Mallo, Krenning - City Council

5:30 pm

8. **Adjourn**

Meeting Minutes
Loveland Downtown Development Authority (DDA)
Historic Loveland Business Improvement District (HLBID)
Joint Regular Meeting
Monday, January 8, 2024 - 4:00 pm

Cleveland Room at Desk Chair
201 East 4th Street

**This board may act on behalf of the Loveland Downtown Development Authority and the
Historic Loveland Business Improvement District**

4:00 pm

1. **Call to Order** – Chair Steele called the meeting to order at 4:00 p.m.
2. **Roll Call** - Steele, Waneka, Bernhardt, Patterson, Fellure, Wyrick, Gressianu, Loomis, Mallo, Krenning.. Also in attendance Scott Schorling, Sosamma Burnett, Jason Hepp, Phil Hicks.

4:05 pm

3. **Public Comment** (individual introductions / comments are limited to 3 minutes)

There were no public comments presented.

4:10 pm

4. **Approval of Minutes**

Bernhardt moved to approve the minutes of the Regular Meeting of December 11, 2023. Wyrick seconded the motion which passed unanimously.

4:15 pm

Chair Steele convened the board as the Historic Loveland Business Improvement District Board at 4:03 p.m.

5. **Historic Loveland Business Improvement District Organizational Meeting**

Tom George reviewed several organizational items to set up the newly revived Historic Loveland Business Improvement District. George's firm, Spencer Fane, will help guide the first year of the HLBID and advise as needed through the retainer presented in item 1.

1. Spencer Fane Engagement Letter

Wyrick move to approve the Engagement Letter with Spencer Fane for General Counsel Services and authorize the Executive Director to execute the agreement. Patterson seconded the motion which passed unanimously.

2. Resolution Concerning Online Posting of Meeting Notices

Fellure moved to approve HLBID Resolution 1 – 2024. Loomis seconded the motion which passed unanimously.

3. Resolution Concerning Annual Administrative Matters

"I move to approve (deny) HLBID Resolution 2 – 2024"

After questions from the board and suggested edits, this resolution was tabled until next month.

4. Resolution Concerning Governmental Immunity and Indemnification

Patterson moved to approve HLBID Resolution 3 – 2024. Gressianu seconded the motion which passed unanimously.

5. Resolution Concerning Colorado Open Records Act

Wyrick moved to approve HLBID Resolution 4 – 2024. Bernhardt seconded the motion which passed unanimously.

6. Resolution Adopting Protections for Consumer Data Privacy Policy (required by state; for Board approval)

Gressinaw moved to approve HLBID Resolution 5 – 2024. Bernhardt seconded the motion which passed unanimously.

7. Administrative Matters

- a. Adopt official District Seal: "Historic Loveland Business Improvement District, City of Loveland, Colorado" in circular stamp seal format
- b. Identify First National Bank of Omaha as District's Bank; open account
- c. Obtain Membership in Special District Association
- d. Obtain insurance coverage from Colorado Special Districts Liability Pool
- e. Obtain Federal EIN
- f. Obtain Sales Tax Exemption Certificate from the State of Colorado
- g. Obtain Public Deposit Protection Act Number
- h. Ratify prior notice sent by Spencer Fane to Larimer County Assessor regarding intent to levy property taxes

Waneka moved to ratify or approve each of the foregoing items and authorize the Executive Director and Legal Counsel to complete the same. Fellure seconded the motion which passed unanimously. Wyrick has recused herself for this vote.

Adjourn at the Historic Loveland Business Improvement District Board at 4:33pm

Convene at the Loveland Downtown Development Authority Board

6. **Presentation & Discussion / Action Items**

- Resolution DDA-2024-01, A Resolution of the Board of Directors of the Loveland Downtown Development Authority Designating a Location for the Posting of Public Meeting Notices.

Liley presented a resolution to the board that is a requirement of state statute. The resolution is the DDA's annual posting of board public meeting notices and the location will be downtownloveland.org.

Bernhardt moved to approve Resolution 2024-DDA-01. Fellure seconded the motion which passed unanimously.

- 2024 Regular Meeting Schedule

Hawkins presented a draft regular meeting schedule for the DDA with the board maintaining the second Monday of the month at 4:00 p.m. for nine months of the year and moving the March, September and October meetings to the third Monday of the month at 4:00 p.m. to accommodate conflicts.

Wyrick move to approve the 2024 DDA / HLBID Regular Meeting Schedule. Bernhardt seconded the motion which passed unanimously.

- Fire Grant Application – 231 West 4th Street

The board heard a request for a Fire Line Grant from the Northern Colorado Rehab Center who are working to turn the property at 231 West 4th Street into the Arc. The Arc is a housing service for men who are leaving alcohol rehabilitation and looking to start their life anew with work, faith and sober living. The Fire Line Grant program has recently been adjusted to allow properties outside of DDA boundaries by ¼ mile and this property is three parcels outside of the boundary.

Gressianu moved to approve a Fire Line Grant award of up to \$25,000 to Northern Colorado Rehab Center, Inc at 231 West 4th Street. Patterson seconded the motion which passed unanimously.

- Executive Director Update

1. Next Steps - Overall Budget Approval, CPA Services – In addition to the HLBID items already discussed, Hawkins hopes to bring an overall budget for board approval at the February meeting. The overall budget would reflect the operating form of our new organization and will include dollars from the HLBID, DDA, City of Loveland, sponsorship dollars and event income.
2. HIP Streets Next Steps – The HIP Streets project will be reviewed by the Loveland City Council at a study session on January 23rd. The project is nearing 30% design with hopes of starting this fall.
3. Elks Project – Hawkins reported that he has been discussing new concepts for the Elks project with the building's ownership team. The team has hired Ratio Architects to develop the concepts. The same architects are working on the Feed and Grain Project.
4. 300-310 North Lincoln Avenue – Tait Engineering intends to move into their space on the north side of the building by February 2nd. The development of the south part of the building which is 10,000 square feet in size has no current plans.

5:15 pm

- 7. **City Council Report**

- Mallo, Krenning - City Council

Council Member Jon Mallo updated the board on Council activities including the possible rehearing of the Sugar Creek Development Proposal, upcoming discussion on the removal of the sales tax on food and more.

5:30 pm

8. Adjourn

Wyrick motioned to adjourn the meeting at 5:24 p.m. Fellure seconded the motion which passed unanimously.

Jefferson Garage Update and Developer Request



Downtown Development Authority
February 12, 2024

AGENDA

1. Site map
2. Draper Project Overview
3. Garage Facts & Figures
4. Design & Development Agreement Summary
5. Operation and Maintenance Agreement
6. Current Status
7. Developer Request
8. Next Steps
9. Questions





Site Map



Draper Mixed-Use Project

At BH Developers, every project we take on begins with a foundation of trust. Our partnerships are our responsibility, and our success is what drives our mission every day. And just as the cornerstone sets the position of the building, our legacy of trust is what sets us apart and sets us ahead.

The Draper development maximizes the intrinsic value of the Loveland site through great placemaking rooted in historic preservation.



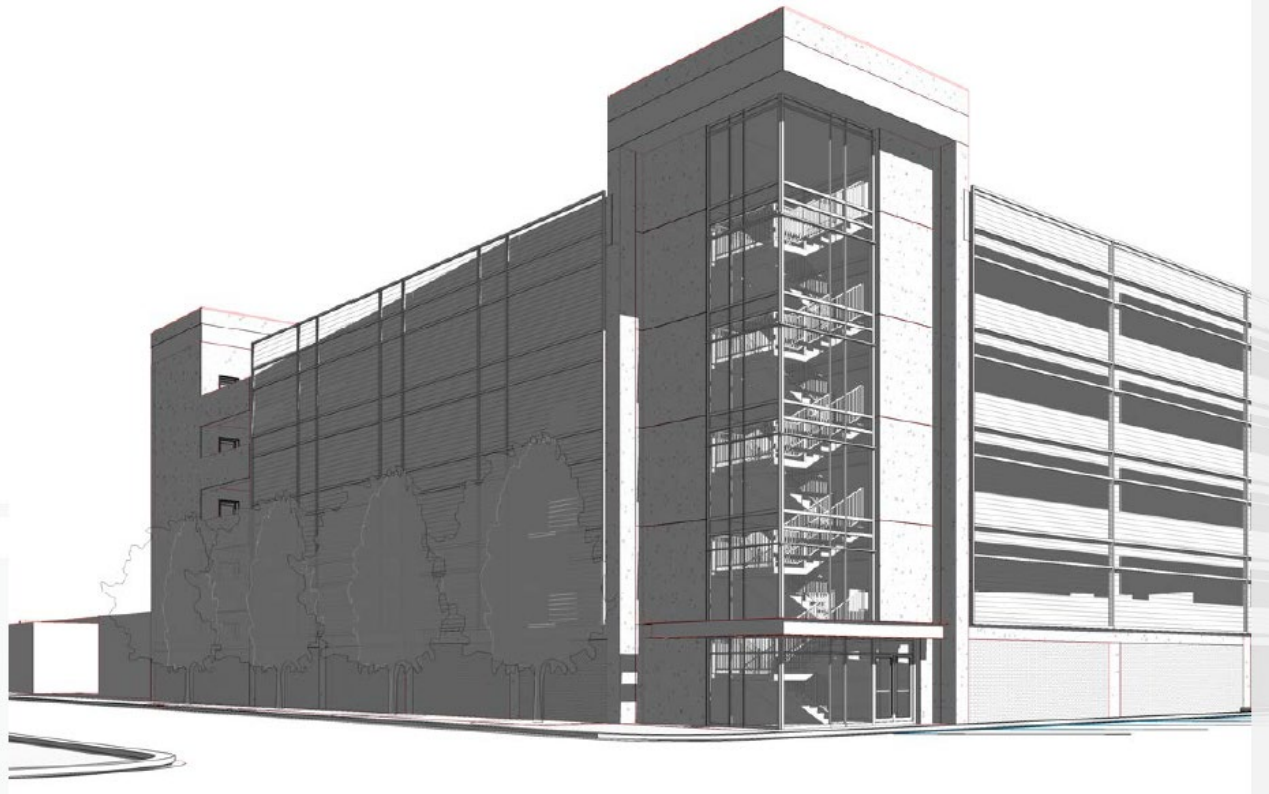
PROJECT SUMMARY

Location:	333 4th Street Loveland
Property Type:	Class A Podium Mixed-Use Multifamily
Construction Type:	Single Story concrete podium Type-IA with four stories of Type-VA above. Historic facade of building 333 will be maintained along with most of the volume of historic building 315.
Exterior Materials:	Brick; new and historic, metal panels, glazing and stucco
No. of Units:	96
Average Unit Size:	748
Number of Stories:	5
Total Apartment NRSF:	71,836
Total Commercial NRSF:	14,559
Total Building GSF:	108,832
Parking:	277 parking stalls in a separate parking garage. To be funded primarily by project generated sales and property TIF. Constructed by Developer, owned by City

Jefferson Parking Garage Summary

DISTRICT PARKING

PARKING STRUCTURE



Facts & Figures

- 277 parking spots
- Existing parking lot has only 56 spots
- 106 dedicated spots to Draper residents (upper levels)
- 115 (net) new parking free public parking spots over existing
- 5-stories, Elevator-served
- Brick cladding, HIP Street design elements incorporated along Jefferson and 5th St.
- Participate in “Art in Public Spaces Program”

Design & Redevelopment Agreement Deal Points

Approved by DDA, City, LURA August/Sept 2022



Design Contract Deal Points

- The Developer will prepare the Parking Facility drawings in close coordination with City staff, City representative DITESCO, and the DDA.
- The Developer will receive a 50% reimbursement of costs (including previously spent funds, up to \$335,000).
- Once plans are completed and project moves forward the Developer will receive 100% reimbursement of garage design costs (expected to total \$670,000).
- The City will jointly own the parking construction documents and has full use irrespective of the mixed-use project moving forward.
- The plans will go through the standard approval process including public hearings and planning commission approval.

Redevelopment Agreement

This agreement governs the reimbursement of the parking garage as well as other eligible public improvements of the mixed-use project. The parties to the agreement are the LURA, City, the DDA and the Developer.

Primary Deal Points

- 277-stall Parking Garage owned, operated and maintained by the City
- Parking Structure will be financed through a Taxable Lease Certificate of Participation (COPs)
- Maximum Reimbursement Cap amount for the garage \$12 Million with additional \$870,000 for other Eligible Improvements. City Manager solely can increase the Cap Amount an additional \$500,000.
 - \$250,000 Holdback on reimbursement upon completion of public improvement milestones achieved by developer and for the completion of the garage.
 - If the costs of the Garage exceed the agreed upon Cap Amount for the Garage, this Agreement will obligate the Developer to pay for any additional costs and to complete the Garage (unless the costs overruns are a result of City change orders).

Redevelopment Agreement

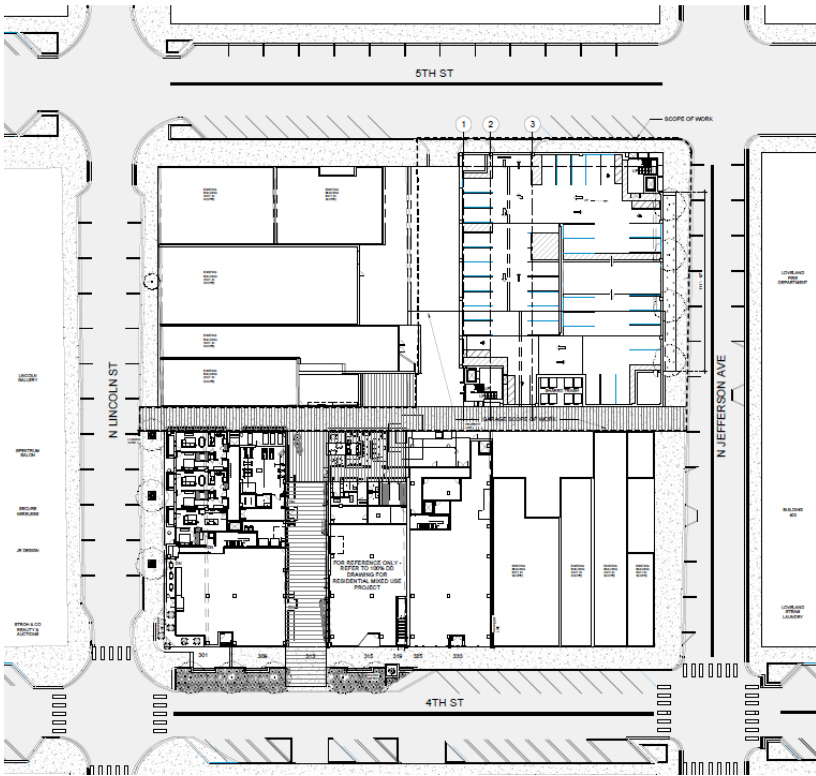
Primary Deal Points (cont.)

- LURA (initial investment) and DDA (ongoing commitment) to contribute property and sales tax increment estimated at \$8.963M (generated by the project) towards garage payments until 2047.
- 2% Public Improvement Fee (PIF) estimated at \$3,378,605, collected by Developer and applied to garage payments until 2047.
- A Developer annual “Guarantee” is based on receiving Project Revenues at least equal to \$400,000 to account for the costs of building the garage. If the Tax Increment Revenues (Property and Sales Tax) plus the 2% Add-On PIF do not generate at least \$400,000 in any year, then the Owner of the Developer Parcel will need to guarantee the shortfall and make a payment to the City.
- There is a carry-forward provision, so for a 2 year period that there is a surplus in revenue above the guarantee amount, that amount may be credited towards the following year’s deficit, subject to a cap. This is to account for market fluctuations.
- This covenant will be recorded against the property and will be binding on subsequent owners

Operations and Maintenance



- The City will own, operate and maintain the 277-stall garage.
- There are 171 spaces available for public use on the lower floors of the parking facility.
- Under separate easement agreement, 106 reserved parking spaces located on the upper levels are available to the residential tenants in the Draper mixed-use project.
- Developer will be obligated to pay \$550/stall/year (with CPI) for their portion of the costs to operate and maintain the garage.
- The current projected cost per stall for operations and maintenance is approximately \$350/stall/year. The \$200/stall/year collected in excess to the projected O&M cost will be held in an interest-bearing reserve account to pay for parking facility capital expenditures.
- The annual outlay from the General Fund for O&M is projected to be approximately \$38,000-\$50,000 after the developer pays their share.



Operations and Maintenance

- The Owner will be obligated to assess every residential unit a parking fee to mitigate use of the public free parking.
- Parking Technology: Occupied/ unoccupied indicators for every public stall and a digital sign at entrance indicating number of spaces remaining per level. This system will connect to the foundry garage as similar updates are anticipated to be constructed.
- Parking Enforcement: License plate reading technology will be used to enforce all parking regulations and issue citations.
- The Parking O&M agreement will be consistent with the Downtown Parking Plan and strategy currently ongoing.

Current Status & Request



Parking Facility:

- The garage design is complete.
- All off-site easements have been negotiated
- The current level of design is now sufficient to obtain a Guaranteed Maximum Price Contract (GMP)
- Approvals for a generator permit, Re-plat parcels to combine lots, GID exclusion remain.

Draper Mixed-Use

- Design and SDP approvals complete

Primary Design Hurdles/ Delays

- Individual Floor Heights had to be increased to accommodate a standard tow-truck.
- Appraisal and off-site easements acquisition took longer than expected.
- Developer changed general contractor
- Material costs and supply-chain conditions expected to stabilize in 2024, recommended strategy to wait to “lock-in” GMP.

Developer Request

- Extend the “Commence Construction” deadline to March 15, 2025 (1-year extension)
- Extend the “Substantial Completion” deadline to March 15, 2027 (1-year extension)

Next Steps

- City Council and URA consideration of extensions
- Complete final approvals for parking garage.
- Receive Guaranteed Maximum Price Contract
- Formalize parking garage O&M plan and Parking Easement agreement for the private stalls.
- Finalize City financing plan
- Begin Construction

QUESTIONS?



**FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT AMONG THE CITY, THE LOVELAND URBAN
RENEWAL AUTHORITY, THE DOWNTOWN DEVELOPMENT AUTHORITY AND
333 EAST 4TH STREET BLOCK LLC, RELATING TO THE DRAPER PROJECT IN
DOWNTOWN LOVELAND**

THIS FIRST AMENDMENT is made and entered into this ____ day of March, 2024 (the “First Amendment”), by and between **THE CITY OF LOVELAND, COLORADO**, a home rule municipality (the “City”), **THE LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY** (the “DDA”), **THE LOVELAND URBAN RENEWAL AUTHORITY** (“LURA”) and **333 4TH STREET BLOCK LLC**, a Colorado limited liability company (the “Developer”).

WHEREAS, the City, the DDA, LURA and the Developer entered into that certain agreement entitled “A REDEVELOPMENT AGREEMENT AMONG THE CITY, THE LOVELAND URBAN RENEWAL AUTHORITY, THE DOWNTOWN DEVELOPMENT AUTHORITY AND 333 EAST 4TH STREET BLOCK LLC, RELATING TO THE DRAPER PROJECT IN DOWNTOWN LOVELAND” dated September 6, 2022 (“Agreement”), wherein the City, the DDA, and LURA agreed to provide certain economic incentives to the Developer in exchange for the design and construction of a Parking Facility on the City Parcel in Loveland, Colorado 80538 within a certain time frame; and

WHEREAS, pursuant to Section 7.2 of the Agreement, the date by which Developer shall Commence Construction on the Parking Facility is September 15, 2023, and the date by which Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings is September 15, 2025; and

WHEREAS, pursuant to Section 7.2 of the Agreement, the City Manager was authorized, in his sole discretion and for good cause shown, to extend for up to six (6) months, each of: (i) the date by which Developer shall Commence Construction on the Parking Facility, and (ii) the date by which Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings; and

WHEREAS, on August 15, 2023, the City and the Developer entered into an Addendum to the Agreement pursuant to which the City Manager, in his sole discretion and for good cause shown, extended for six (6) months, the date by which Developer shall Commence Construction on the Parking Facility to March 15, 2024 and the date by which the Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings to March 15, 2026; and

WHEREAS, the Developer has made a timely request to the City for an additional one-year extension for each of: (i) the date by which Developer shall Commence Construction on the Parking Facility, and (ii) the date by which Developer shall Substantially Complete the Parking Facility; and

WHEREAS, the City desires, for good cause, to grant the Developer's request and extend the date by which Developer shall Commence Construction on the Parking Facility to March 15, 2025, and the date by which the Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings to March 15, 2027; and

WHEREAS, the City desires to extend the year by which the Owner shall be required to make any required Guarantee Payments to the City to 2027; and

WHEREAS, Section 14.5 of the Agreement provides that the Parties may amend the Agreement by an instrument signed by all of the Parties; and

WHEREAS, each of the City, the DDA, LURA and the Developer desire to approve this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The first two paragraphs of Section 7.2 of the Agreement are hereby amended and restated in their entirety as follows:

“7.2 Commencement and Completion of Construction of Parking Facility. Within forty-five (45) days after the last to occur of (i) the receipt of all governmental approvals required to acquire, construct and install the Parking Facility; and (ii) Developer's execution of a guaranteed maximum price contract with its general contractor; the Developer shall Commence Construction of the Parking Facility in accordance with the Construction Drawings. Developer shall thereafter diligently pursue and Substantially Complete the Parking Facility in accordance with the approved Construction Drawings by March 15, 2027 subject to Force Majeure.

In the event that the Developer does not Commence Construction on the Parking Facility by March 15, 2025, subject to Force Majeure, this shall not be an Event of Default hereunder but the City, in its sole discretion, shall have the right to terminate this Agreement in accordance with Section 13 hereof. Upon any such termination, the City shall not be required to reimburse the Developer for any Eligible Costs incurred by the Developer prior to such termination, provided that the City shall reimburse any costs owed to the Developer pursuant to the Parking Facility Design Cost Sharing Agreement.”

2. The third and fourth paragraphs of Section 9 of the Agreement are hereby amended and restated in their entirety as follows:

“The Owner shall make any required Guarantee Payments to the City in accordance with this Agreement beginning in 2027. The Owner's obligation to make the Guarantee Payments shall also be set forth in the Covenant Regarding Guarantee Payments.

On or prior to January 30 of each year, beginning on January 30, 2027, the City shall provide written notice to the Owner, with a copy to the DDA Executive Director, setting forth:

- (i) the Guaranteed Project Revenues set forth in Exhibit E for the preceding year;
- (ii) the total amount of Project Revenues received in the preceding year, including (a) the Tax Increment Revenues credited to the LURA Special Fund or the City Special Fund, as the case may be, in the preceding fiscal year, from the Property, and (b) the amount of Add-On PIF Revenues generated by the retail sales from the Property in the preceding fiscal year and remitted to the City or the Bond Trustee, as applicable;
- (iii) setting forth the amount by which the Project Revenues received in such year either exceeded the Guaranteed Project Revenues for such year or were less than the Guaranteed Project Revenues for such year; and
- (iv) (iv) the amount of any carry-forward credit as set forth below.”

3. The Guaranteed Project Revenues Table set forth on Exhibit E to the Agreement shall be amended and restated in its entirety as follows:

EXHIBIT E

Guaranteed Project Revenues

Year	Guaranteed Project Revenues
2026	\$180,000
2027	260,000
2028	400,000
2029	400,000
2030	400,000
2031	400,000
2032	400,000
2033	400,000
2034	400,000
2035	400,000
2036	400,000
2037	400,000
2038	400,000

2039	400,000
2040	400,000
2041	400,000
2042	400,000
2043	400,000
2044	400,000
2045	400,000
2046	400,000
2047	1,200,000
Total	\$9,240,000

4. Except as expressly provided in this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on the date set forth above.

CITY OF LOVELAND, COLORADO

By: _____
Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LOVELAND URBAN RENEWAL AUTHORITY

Chair

ATTEST:

Executive Director

LOVELAND DOWNTOWN DEVELOPMENT
AUTHORITY

Executive Director

333 EAST 4TH STREET BLOCK LLC,
a Colorado limited liability company

By: Burgener Holdings, Inc.,
a Colorado corporation, Member

By: _____
Curt W. Burgener, President

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RENEWAL AUTHORITY, THE DOWNTOWN DEVELOPMENT AUTHORITY AND
333 EAST 4TH STREET BLOCK LLC, RELATING TO THE DRAPER PROJECT IN
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WHEREAS, pursuant to Section 7.2 of the Agreement, the date by which Developer shall Commence Construction on the Parking Facility is September 15, 2023, and the date by which Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings is September 15, 2025; and

WHEREAS, pursuant to Section 7.2 of the Agreement, the City Manager was authorized, in his sole discretion and for good cause shown, to extend for up to six (6) months, each of: (i) the date by which Developer shall Commence Construction on the Parking Facility, and (ii) the date by which Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings; and

WHEREAS, on August 15, 2023, the City and the Developer entered into an Addendum to the Agreement pursuant to which the City Manager, in his sole discretion and for good cause shown, extended for six (6) months, the date by which Developer shall Commence Construction on the Parking Facility to March 15, 2024 and the date by which the Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings to March 15, 2026; and

WHEREAS, the Developer has made a timely request to the City for an additional one-year extension for each of: (i) the date by which Developer shall Commence Construction on the Parking Facility, and (ii) the date by which Developer shall Substantially Complete the Parking Facility; and

WHEREAS, the City desires, for good cause, to grant the Developer's request and extend the date by which Developer shall Commence Construction on the Parking Facility to March 15, 2025, and the date by which the Developer shall Substantially Complete the Parking Facility in accordance with the approved Construction Drawings to March 15, 2027; and

[WHEREAS, the City desires to extend the year by which the Owner shall be required to make any required Guarantee Payments to the City to 2027; and](#)

WHEREAS, Section 14.5 of the Agreement provides that the Parties may amend the Agreement by an instrument signed by all of the Parties; and

WHEREAS, each of the City, the DDA, LURA and the Developer desire to approve this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The first two paragraphs of Section 7.2 of the Agreement are hereby amended and restated in their entirety as follows:

“7.2 Commencement and Completion of Construction of Parking Facility. Within forty-five (45) days after the last to occur of (i) the receipt of all governmental approvals required to acquire, construct and install the Parking Facility; and (ii) Developer's execution of a guaranteed maximum price contract with its general contractor; the Developer shall Commence Construction of the Parking Facility in accordance with the Construction Drawings. Developer shall thereafter diligently pursue and Substantially Complete the Parking Facility in accordance with the approved Construction Drawings by March 15, 2027 subject to Force Majeure.

In the event that the Developer does not Commence Construction on the Parking Facility by March 15, 2025, subject to Force Majeure, this shall not be an Event of Default hereunder but the City, in its sole discretion, shall have the right to terminate this Agreement in accordance with Section 13 hereof. Upon any such termination, the City shall not be required to reimburse the Developer for any Eligible Costs incurred by the Developer prior to such termination, provided that the City shall reimburse any costs owed to the Developer pursuant to the Parking Facility Design Cost Sharing Agreement.”

[2. The third and fourth paragraphs of Section 9 of the Agreement are hereby amended and restated in their entirety as follows:](#)

[“The Owner shall make any required Guarantee Payments to the City in accordance with this Agreement beginning in 2027. The Owner's obligation to make the](#)

Guarantee Payments shall also be set forth in the Covenant Regarding Guarantee Payments.

On or prior to January 30 of each year, beginning on January 30, 2027, the City shall provide written notice to the Owner, with a copy to the DDA Executive Director, setting forth:

- (i) the Guaranteed Project Revenues set forth in Exhibit E for the preceding year;
- (ii) the total amount of Project Revenues received in the preceding year, including (a) the Tax Increment Revenues credited to the LURA Special Fund or the City Special Fund, as the case may be, in the preceding fiscal year, from the Property, and (b) the amount of Add-On PIF Revenues generated by the retail sales from the Property in the preceding fiscal year and remitted to the City or the Bond Trustee, as applicable;
- (iii) setting forth the amount by which the Project Revenues received in such year either exceeded the Guaranteed Project Revenues for such year or were less than the Guaranteed Project Revenues for such year; and
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3. The Guaranteed Project Revenues Table set forth on Exhibit E to the Agreement shall be amended and restated in its entirety as follows:

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<u>2035</u>	<u>400,000</u>

<u>2036</u>	<u>400,000</u>
<u>2037</u>	<u>400,000</u>
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<u>2039</u>	<u>400,000</u>
<u>2040</u>	<u>400,000</u>
<u>2041</u>	<u>400,000</u>
<u>2042</u>	<u>400,000</u>
<u>2043</u>	<u>400,000</u>
<u>2044</u>	<u>400,000</u>
<u>2045</u>	<u>400,000</u>
<u>2046</u>	<u>400,000</u>
<u>2047</u>	<u>1,200,000</u>
<u>Total</u>	<u>\$9,240,000</u>

4. ~~2.~~ Except as expressly provided in this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on the date set forth above.

CITY OF LOVELAND, COLORADO

By: _____
Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LOVELAND URBAN RENEWAL AUTHORITY

Chair

ATTEST:

Executive Director

LOVELAND DOWNTOWN DEVELOPMENT
AUTHORITY

Executive Director

333 EAST 4TH STREET BLOCK LLC,
a Colorado limited liability company

By: Burgener Holdings, Inc.,
a Colorado corporation, Member

By: _____
Curt W. Burgener, President

Document comparison by Workshare Compare on Friday, February 9, 2024
12:22:01 PM

Input:	
Document 1 ID	iManage://cloudimanager.com/BUTLERSNOW/85746458/2
Description	#85746458v2<cloudimanager.com> - Amendment to Redevelopment Agreement (2.6.24)
Document 2 ID	iManage://cloudimanager.com/BUTLERSNOW/85746458/3
Description	#85746458v3<cloudimanager.com> - Amendment to Redevelopment Agreement (2.8.24)
Rendering set	Standard

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Moved to	0
Style changes	0
Format changes	0

Total changes	67
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RESOLUTION DDA-2024-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY DESIGNATING PROJECTS ELIGIBLE FOR FINANCING WITH PROCEEDS OF THE INTERFUND LOAN UNDER THE DDA-CITY LINE OF CREDIT IGA IN FISCAL YEAR 2024

WHEREAS the Board of Directors of the Loveland Downtown Development Authority (“DDA Board”), by adoption of Resolution 2023-DDA-04, approved an intergovernmental agreement between the Loveland Downtown Development Authority (“DDA”) and City of Loveland, Colorado (“City”), entitled “Intergovernmental Agreement Governing the Use of Proceeds of the City of Loveland’s Interfund Loan for Financing Downtown Development Authority Projects and Programs” (“Line of Credit IGA”);

WHEREAS, the City Council of the City, by adoption of Resolution #R-151-2023, approved the Line of Credit IGA;

WHEREAS, capitalized terms used in this Resolution shall have the same meaning as given in the Line of Credit IGA;

WHEREAS, Section 2.3 of the Line of Credit IGA requires the DDA Board to adopt a resolution (“DDA Resolution”): (i) identifying specific projects and programs within the DDA District that advance the objectives of the DDA Plan of Development in accordance with the DDA Act and that the DDA Board designates as eligible for financing or refinancing with proceeds of the Interfund Loan (the “DDA Projects and Programs”), including as applicable, the description of the programs, the process for how awards are made, the location of known DDA Projects and Programs, and a general description of any proposed development or redevelopment; and (ii) setting forth the estimated amount of Available TIF Revenue that could be applied to the repayment of the principal of and interest on the Interfund Loan in the current or next fiscal year, including, without limitation, any Available TIF Revenue that is expected to be generated by the DDA Projects and Programs set forth in the DDA Resolution;

WHEREAS, upon adoption, the DDA Resolution is to be submitted to the City Manager of the City, the Chief Financial Officer of the City, and the City Attorney of the City;

WHEREAS, on December 11, 2023, the DDA Board adopted the DDA Resolution envisioned under the Line of Credit IGA through adoption of Resolution DDA-2023-09, which identified the projects and programs eligible to receive financing with proceeds of the Interfund Loan in fiscal year 2024; and

WHEREAS, the DDA desires to supplement the list of projects and programs identified in Resolution DDA-2023-09 as eligible to receive financing with proceeds of the Interfund Loan in fiscal year 2024 through adoption of this Resolution DDA-2024-02.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY THAT:

1. The following projects or programs are eligible to receive financing with proceeds of the Interfund Loan in fiscal year 2024:

- Sales tax increment reimbursement to Lincoln DB, LLC, for the design and construction of certain public improvements in connection with the Dutch Brothers redevelopment project, pursuant to the cooperation agreement between the DDA, the City, and the Loveland Urban Renewal Authority. Reimbursement amount: \$26,418.00.
- Reimbursement to the City for fees incurred in the preparation of conceptual designs for Thompson Park, a joint DDA/City project. Reimbursement amount: \$25,525.00.

2. The estimated amount of Available TIF Revenue that could be applied to the repayment of the principal of and interest on the Interfund Loan in fiscal year 2024 is \$3,000,000.00.

3. The amount of sales tax increment revenue expected to be generated by the above-referenced Dutch Brothers redevelopment project through expiration of the DDA's tax increment collection period on July 5th, 2047 is: Unknown, as the underlying project agreement does not contain any sales tax increment generation requirements or projections, though the project has generated, and will likely continue to generate, sales tax increment revenues.

4. The amount of tax increment revenue expected to be generated by the above-referenced joint DDA/City Thompson Park project through expiration of the DDA's tax increment collection period on July 5th, 2047 is: No tax increment revenues will be generated by this project, if constructed, as the improvements will be located on tax-exempt, City-owned property.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Loveland Downtown Development Authority this 12th day of February, 2024.

Ray Steele, Jr., Board Chair

ATTEST:

Jon-Mark Patterson, Secretary

CITY OF LOVELAND

BROWNFIELDS PROJECT



grant overview

CITY OF LOVELANDS EPA'S BROWNFIELD PROGRAM GRANT



- Submitted in 2021
- Awarded in 2022
- Expires in October 2025
- \$300,000 Grant from EPA
- Grants and technical assistance to support community revitalization through assessment, cleanup and job training grants and technical assistance.
- Public-private partnerships.



WHAT IS A BROWNFIELD?

The **Environmental Protection Agency (EPA)** defines a **brownfield** as:

- "real property, the expansion, redevelopment, or reuse of which may be complicated by the ***presence or potential presence*** of a hazardous substance, pollutant, or contaminant"
- *There are an estimated 450,000 brownfields in the US*

**how does the
grant work?**

GENERAL PROCESS FOR THE BROWNFIELD GRANT



**how can
property owners
use the grant?**

GRANT OFFERED SERVICES

Environmental

- Phase I Environmental Assessment
- Phase II Environmental Assessment
- Clean-up Planning
- Community Health Assessment
- Clean-up Grants and Low-Interest Loans

Planning

- Planning Code Evaluation
- Land Use Assessment
- 3D Site Renderings/Animations
- Infrastructure Evaluation
- Leveraging Funding Resources

Redevelopment

- Site Reuse Assessment
- Market Viability
- Market Study
- Site Disposition Strategy
- Revitalization Plan

PHASE I and PHASE II ENVIRONMENTAL SITE ASSESSMENTS

Phase I ESA* (non-invasive)

- Identifies existing environmental concerns
- Review of historical uses
- Review of regulatory and library documents
- Includes a site walk by an environmental professional
- May or may not include asbestos, lead-based paint, mold, and other environmental concerns

Phase II ESA* (invasive)

- Includes invasive sampling of areas identified during Phase I ESA
- Soil sampling may include surface and subsurface sampling with a drill rig
- Groundwater, surface water, stormwater may also be sampled based on Phase I findings
- May or may not include asbestos, lead-based paint, mold, vegetation and other environmental concerns

**Required to follow American Society for Testing and Materials (ASTM) E1527 Standards*

HOW DOES IT WORK?

Call Chris Carlson at the City of Loveland and tell him about your proposed project.

The team will complete a Site Eligibility Determination and wait for EPA approval (1-2 weeks).

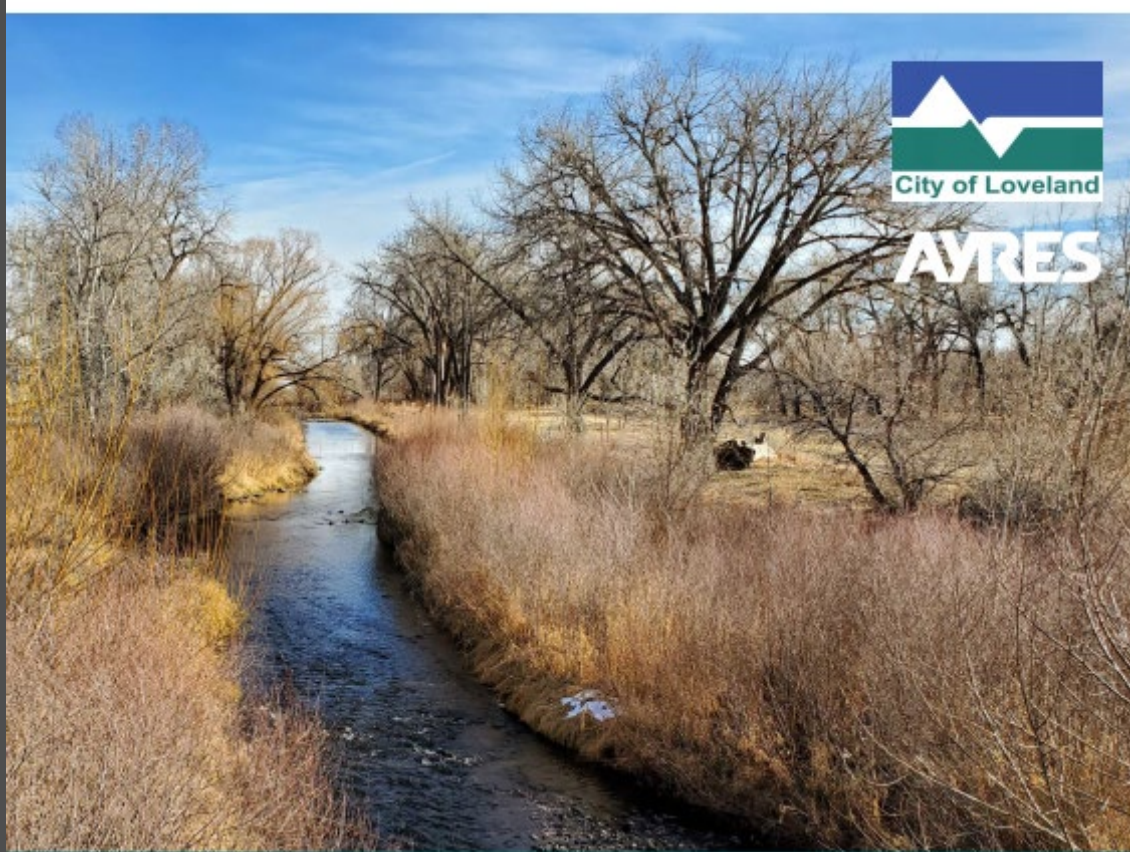
We will start work and you get **RESULTS!**



**what has Loveland
been up to?**

the grant to
date....

- 3 Phase I Environmental Site Assessments
- 2 Phase II Environmental Site Assessments
- 9 Site Eligibility Determinations
- 1 Cleanup Plan
- Area-wide concept for Big Thompson
- Concept drawings
- 3 outreach events
- Quality Assurance Project Plan
- Community Outreach Plan
- Business Outreach
- Brownfield education



REV *the* RIVER

REVITALIZING THE BIG THOMPSON CORRIDOR
Loveland, Colorado



RESTORE RIVER HABITAT

This project will include bank stabilization and erosion control, wetland and riparian habitat restoration, and stream channel restoration.



REVITALIZE ADJACENT PROPERTIES

This project will help with flood protection and improve public access on property along the river corridor. Direct connections to this natural asset will help create a landscape that is economically vibrant, environmentally restorative, and culturally rich.







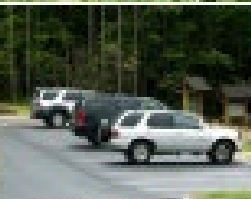
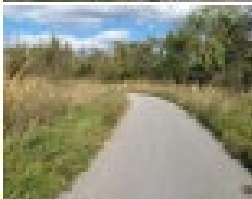



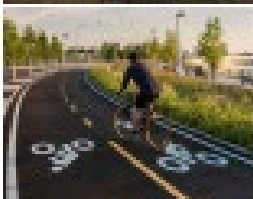
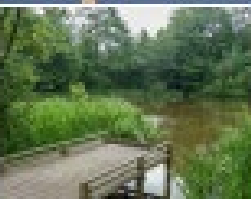

ENHANCE INFRASTRUCTURE



This project will activate the Big Thompson waterfront by creating open space areas that will connect residents to trails and passive recreational opportunities.





WHAT WOULD YOU LIKE TO SEE?

 PEDESTRIAN BRIDGE	 RIVER ACCESS	 PAVILION
 NATURE PLAY	 EXPANDED PARKING	 TRAIL NETWORK
 PICNIC AREAS	 SAFE CROSSINGS	 BENCHES/SEATING
 BIKE PATHS	 DOCK	 INTERPRETIVE SIGNAGE



**how has this funding
helped businesses?**



- existing conditions...like environmental, plumbing, mechanical, electrical, economic, etc...
- developer recruitment
- visualization
- economic studies
- public outreach



Redevelopment Reports

Effective Gross Income



Net Operating Income



Available for Debt Service \$36,972

Cash Flow (Income) \$9,243



Population: **3,742 Households**
9,060 People

14,000 Daily Vehicles

Workforce: **8.45% Annual Employment Growth**

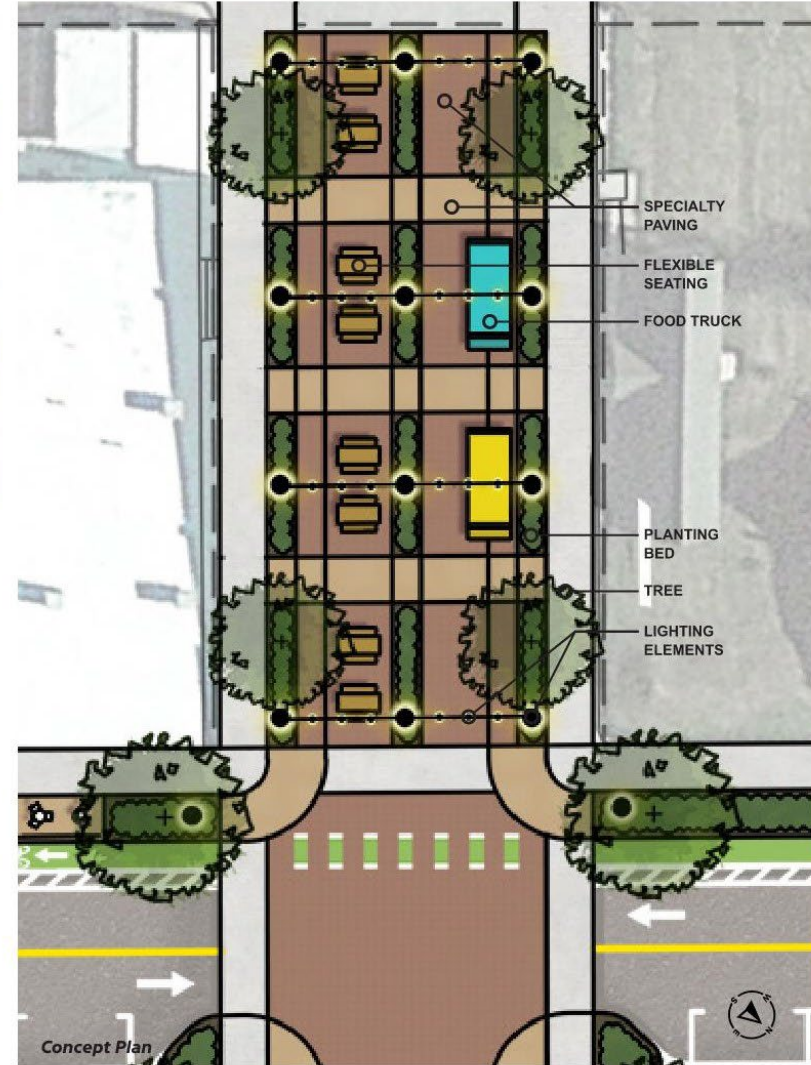
Largest Industries:
Extraction Industries
Health Care
Retail Trade
Construction
Accommodation and Food Service

Median Income: **\$49,667**

City Property Tax Mill Levies:
18.996 (City) -
82.788 (overall)
City Sales Tax Rate:
4 %

Education: **88 % High School Diploma or Higher**
and home to
Colorado Northwestern Community College

Visioning and Visualization



Handwritten notes in the top left corner, possibly including the name "Lily" and other illegible scribbles.



Google Earth
© 2023 Google

Google Earth
© 2023 Google

5.69 ft

AYRES

LAMAR COLORADO







Let's All Be Good Downtown Neighbors!

Here are a few good reminders for our downtown community to raise our level of standards:



Snow Removal: Each business or building tenant is responsible for snow removal lot line to lot line in front of your business. The snow must be safely cleared within 24 hours of a storm.

- Even though your business may not be open, please be considerate that the business next door may be and their customers must travel through your section to safely get to theirs! Be a good neighbor!
- For more info on snow removal downtown- visit <https://www.lovgov.org/services/public-works/snow-removal>



Safety/ Accountability/ Disruptive Behavior-

- For our general public and patrons to feel safe and welcome we all need to increase our level of standards.
- If you see inappropriate or disruptive behavior, please address it, or report it.
- Ignoring it only makes it acceptable. See below for the numbers to call.



Parking: The City will be creating a parking enforcement division in 2024 and will start a plan to enforce downtown parking restrictions, add signage, and create a permit system.

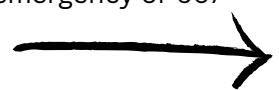
- Until then- please be considerate of our businesses who have quick turn around customers. If you are here for the day- please park in the long term city lots or the parking garage.
- Please do not park in the alleys or where access to dumpsters, trash removal or deliveries are inhibited
- Link to Downtown Parking Map

I have noticed _____, who do I contact???



Safety/ Accountability-If you see something, say something. If you see inappropriate or disruptive behavior, please address it, or report it.

- **Emergency 911:** Anything that is a crime of violence or a crime taking place. Safety concerns, brandishing a weapon, disturbances (verbal or physical), thefts in progress etc.
- **Non-Emergency 970-667-2151 ext 4:** This phone number will be directed to dispatch for anything that is not in progress but still needs a police response. Cold thefts or vandalism, parking concerns, general questions for officers etc.
- **Continuous Problems** PDCommunityImpactUnit@cityofloveland.org: If a business owner is having repeat issues or something that will require more attention than a patrol officer responding to handle a singular call, they can send an email to our Community Impact Unit. Something similar to each morning I come to work, and I have a group of homeless folks sleeping by the front door. It keeps occurring and we need to find a better solution than just patrol moving them along each time. (Just as an example)
- From PD: "We would stress that if there is ever any doubt if the call requires 911 for an emergency or 667-2151 for a non-emergency, lean towards having them just call 911. "





Hey that shouldn't be there, who do I contact???



Items Needing Removal:

- ***Please take a photo and note the exact location (4th and Railroad in front of the tracks or a specific business).***
- If any contacts below are not available please contact **Public Works Main Line: (970) 962-2624.**
Or Solid Waste Main Line: (970) 962-2529
- Trash cans overflowing in City Trash Cans Along 4th Street
Contact Solid Waste, Brett Kenders 970-962-2641, brett.kenders@cityofloveland.org
- Trash dumping or large item dumping.
Contact Police 970-667-2151 (non-emergency) or the commercial trash company (City does not provide commercial trash services).
- Shopping carts left behind
Contact Solid Waste, Nathan Rasmussen 970-962-2709, nathan.rasmussen@cityofloveland.org
- Homeless items left behind
Call the City of Loveland's Homelessness Hotline: 970-962-2150 or
<https://www.lovgov.org/community/addressing-homelessness/contact-the-city>
- Abandoned or illegally parked vehicles
Contact Police 970-667-2151 (non-emergency) or fill out form:
<https://www.lovgov.org/services/police/submit-a-police-report/abandoned-vehicle>
- Abandoned Bikes or part of bikes left on bike racks.
Contact Police 970-667-2151 (non-emergency)
- Illicit Discharge (oil spill, pollutant)
Contact Stormwater 970-962-2761 (hotline) or
<https://www.lovgov.org/services/public-works/stormwater/report-illicit-discharge>
- Tree maintenance (a limb falls or is interfering with a building)
Contact Parks and Rec Forester, Jeff Caputo, 970-962-3459, jeff.caputo@cityofloveland.org



“That doesn't seem right”- Code Enforcement:

- Code violations (encroachment issues such as signs or using additional sidewalk outside patio areas, etc.)

<https://www.lovgov.org/services/development-services/code-administration>

Contact Engineering, Marc Lyons, 970-962-2606, marc.lyons@cityofloveland.org

Information on Temporary Commercial Signage Codes: <https://www.lovgov.org/home/showdocument?id=57705&t=637975502229530000>

- All other code violations:

Contact Code Enforcement - <https://www.lovgov.org/services/development-services/code-administration>

<https://www.lovgov.org/services/development-services/code-administration-office/complaint-form>

Retail Establishment Permit Initial Application and Renewal

This application applies to retail establishments and art galleries.

Initial Application

Renewal

State Fee: \$93.25

Local License Fee: \$3.75

Name of Local Licensing Authority:

Local Application Fee: \$

(please contact the local licensing authority within the jurisdiction in which the retail establishment is located to determine their local application fee amount).

Note – Due to the 15-day notice requirements, please file this application simultaneously with your local and state licensing authorities for necessary review.

Section A – Applicant Information

Applicant Name

State Sales Tax Number of Applicant

Trade Name of Establishment (DBA)

Permit Number (if Renewal)

Street Address

Phone Number

City

County

State ZIP Code

Mailing Address

City or Town

State ZIP Code

Email Address

Check the option that applies.

Art Gallery: is a retail establishment that has the primary purpose of exhibiting and offering for sale works of fine art or precious or semiprecious metals or stones.

Retail Establishment: is an establishment that has the primary purpose of selling goods or services to the public and that: (I) conducts business at a physical building in Colorado; and (II) derives less than fifty percent (50%) of the establishment's gross sales of goods and services from the sale of food.

Section B – Art Gallery

Note – Only fill out this section if you qualified as an Art Gallery in the bottom question on page 1.

Please indicate that the primary purpose of the art gallery is to exhibit or offer for sale:

Works of fine arts as defined in section 6-15-101; or

Precious or semiprecious metals or stones as defined in section 18-16-102; or

Both of the above.

Does the applicant sell alcohol beverages by the drink?	Yes	No
Will the applicant abide by the serving size limitations as listed in 44-3-424(1)(b) (IV)-(VII), C.R.S.?	Yes	No
Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for complimentary beverages for consumption on the premises?	Yes	No
Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?	Yes	No
Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year?	Yes	No
Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.?	Yes	No

Section C – Retail Establishment

Note – Only fill out this section if you qualified as a Retail Establishment in the bottom question on page 1.

Does the applicant have more than 25 employees at the proposed location?	Yes	No
Does the applicant have retail sales that exceed five million dollars per calendar year at the proposed location?	Yes	No
Does the applicant sell firearms, motor vehicles, marijuana, gasoline, or diesel fuel?	Yes	No
Does the applicant educate students from kindergarten to twelfth grade or provide childcare?	Yes	No
Is the applicant a convenience store?	Yes	No
Does the applicant sell alcohol beverages by the drink?	Yes	No
Will the applicant abide by the serving size limitations as listed in 44-3-424(1) (b)(IV)-(VII), C.R.S.?	Yes	No
Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for the complimentary beverages for consumption on the premises?	Yes	No

Section C – Retail Establishment (continued)

Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?	Yes	No
Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year?	Yes	No
Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.?	Yes	No

Section D – Checklist And Event Details

Note – This section applies to **both** Art Gallery and Retail Establishment permit applicants

Attach a copy of a deed or lease in the exact name of the applicant reflecting possession of the premises for at least one year after the date of the application.

Attach a diagram of the premises that reflects the area within the premises where alcohol beverages will be stored, served, possessed, and consumed.

Does the applicant hold or have interest in any liquor license(s)? Yes No

Retail establishment permittees are permitted to have an interest in the following, as listed in C.R.S. §44-3-424(6)(b):

- Beer & Wine
- Hotel & Restaurant
- Tavern
- Brew Pub
- Club
- Arts License
- Racetrack
- Public Transportation System
- Optional Premises
- Retail Gaming Tavern
- Vintner’s Restaurant
- Distillery Pub
- Lodging and Entertainment
- Bed and Breakfast Permit
- Fermented Malt Beverage and Wine Retailer
- Fermented Malt Beverage (On)
- Fermented Malt Beverage (On/Off)
- Other retail establishments holding a Retail Establishment Permit
- A financial institution as defined by 44-3-308(4)

If Yes, provide the license number and license type of any liquor license(s) held by the applicant. (Please attach a separate sheet to this application if additional space is needed.)

License Number License Type

License Number License Type

License Number License Type

License Number License Type

Section D – Checklist And Event Details (continued)

Please list all dates of service for the proposed permit year below:

(Please attach a separate sheet to this application if additional space is needed.)

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
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Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Title

Signature

Date (MM/DD/YY)

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.

Therefore, this application is approved.

Local Licensing Authority (City or County)

Date filed With Local Authority

Title

Signature

Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space – For Department of Revenue use only

Total