

PUBLIC NOTICE

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

March 18, 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, March 18, 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 February 12, 2024"

4:15 pm

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

- DDA Pro Forma Presentation and Financial Discussion
- Ambassador Program
- 2024 Restaurant Conversion Grant Pilot Program Policies.

Sample motion: "I move to approve (deny) the 2024 Restaurant Conversion Grant Pilot Program Polices; and authorize the executive director to make changes to the program policies that do materially alter the terms of the program policies."

- Landscaping Proposal from Garden Graffiti Regarding the Blooming Hearts Planters along 4th St., 5th St., Railroad Ave., and Lincoln Ave.

Sample motion: "I move to approve (deny) the landscaping proposal from Garden Graffiti regarding the Blooming Hearts planters, up to the amount of \$26,711.04; authorize the executive director, in consultation with DDA legal counsel, to approve the form of the agreement for such services; and authorize the executive director to execute the agreement."

- Design Proposal from BHA Design, Inc., for Renovation of the Foundry Stage.

Sample motion: "I move to approve (deny) the proposal from BHA Design, Inc., for renovation of the Foundry stage, up to the amount of \$15,000; authorize the executive director, in consultation with DDA legal counsel, to approve the form of the

agreement for such services; and authorize the executive director to execute the agreement.”

- Projects Eligible for Financing Under Line of Credit IGA. Resolution DDA-2024-03, 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-2024-03.”

- Executive Director Update
 1. HIP Streets Next Steps
 2. Downtown Sign Code Changes

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, 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** - Chair Steele Jr called the meeting to order at 4:00pm
2. **Roll Call** - Steele, Waneka, Patterson, Wyrick, Fellure, Gressianu, Loomis, Bernhardt, Mallo, Krenning
Also in attendance-Josh Liley, Mike Scholl, Scott Schorling, Marcie Willard, Bill Becker, Harrison Hand, Brian Waldes, Michael Hogan, Ashley Stiles, Kat McManus

4:05 pm

3. **Public Comment** (individual introductions / comments are limited to 3 minutes)
Scott Schorling introduced Marcie Willard as interim director of Economic Development.

4:10 pm

4. **Approval of Minutes**
Bernhardt moved to approve the minutes of the Regular Meeting of January 8, 2024. Wyrick seconded the motion which passed unanimously.

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.

The DDA was presented with a request to extend the commencement on the parking structure to March 15, 2025 and a substantial completion date to March 15, 2027.

Josh Liley explained the DDA's role in the project and the role a vote for an extension would take and any possible exposure it would have for the DDA. The DDA is still only committed to provide 100% of the project's tax increment.

Michael Hogan explained changes to the parking garage design changes from lessons learned in the Foundry garage including technology, elevators, two truck dimensions and more.

Gressianu questioned the municipal code on parking garage design standards for pedestrian street level. Questioning ground level being a commercial space instead of parking.

Waneka asked for a reminder on how much of the TIF is being committed on the project. Hawkins clarified that only what the project generates is contributed, we do not need to pay any shortfalls.

Krenning asked what the downside would be to approving the extension. He sees what the upside is.

Loomis move to approve the first amendment to the Draper project redevelopment agreement and authorize the Executive Director to execute the amendment. Bernhardt seconded the motion which passed 8-1. Gressianu was the no vote.

- 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.

Per the DDA's Line of Credit Agreement with the City of Loveland, the DDA board will need to pass a resolution listing projects to funded through the Line of Credit. This resolution includes the annual payment for the Dutch Brothers projects and design fee for the redo of Thompson Park.

Loomis moved to approve Resolution DDA-2024-02. Patterson seconded the motion which passed unanimously.

- City of Loveland Brownfields Program – Mike Scholl – Ayers and Associates

Mike Scholl presented detail and grant options to help with brownfield cleanup in the City of Loveland.

- Executive Director Update

Sean Hawkins presented an update on a number of downtown development items including the following list:

1. HIP Streets Next Steps – Contractors will be interviewed in mid March.
2. Restaurant Conversation Grant – A final draft will be submitted for consideration in March.
3. 350 N. Cleveland Avenue – Fly Fitness opens in late February.
4. 300-310 North Lincoln Avenue – Tait Engineering has moved in.
5. Revitalizing Main Streets Grant Application – This would allow up to \$250,000 for the crosswalk project.
6. Pourhouse rooftop addition – Working on permitting challenges.
7. Washington and Jefferson repaving this summer – This would allow for remarking the streets in a new parking configuration.
8. White paper BBQ. Moving into Kirby's Hitch and Wire- Working with ownership on need for façade, restaurant conversion grant, fire suppression, possible TIF funding.
9. Brinkman Construction- DDA staff is working on stage pricing for a concrete stage in the Foundry Community Plaza.

5:25 pm

6. City Council Report

- Mallo, Krenning - City Council

Councilor Mallo invited everyone to the Pulliam Building construction kick-off on February 22nd, he also mentioned a study session of regular council talking about Oil and Gas Regulations and Cannabis sales in City Limits.

Councilor Krenning spoke of hearing complaints about log jams occurring with planning and wanting to hear of challenges businesses are facing.

5:30 pm

7. Adjourn

Wyrick motioned to adjourn the meeting at 5:19 p.m.. The motion was seconded by Waneka which passed unanimously.

DRAFT

Loveland Downtown Development Authority (DDA) Pro Forma
(Includes Loveland Urban Renewal Authority (LURA) Downtown - Dissolved in FY2023)
FY2013-2023 Actuals; FY2024-2028 Forecast

	2021	2022	2023	2024	2024	2025	2026	2027	2028
				Budget	Actual	Budget	Budget	Budget	Budget
1 Last Updated: TDM 3/15/2024									
2									
3									
4 Beginning Fund Balance	\$ 825,337	\$ 2,778,284	\$ 3,066,014	\$ 3,657,336	\$ 3,657,336	\$ 4,308,216	\$ 3,934,450	\$ 3,015,944	\$ 2,953,119
5									
6 Revenues									
7 Taxes									
8 Property									
9 Property Tax Downtown URA	589,251	661,755	779,839						
10 Property Tax Downtown DDA	70,201	65,214		1,545,625	10,104	1,009,000	1,009,000	1,009,000	1,009,000
16 Sales Tax									
17 Increment (DDA & URA)	329,822	744,745	480,476	951,615		810,178	907,306	930,440	954,560
25 Subtotal Taxes	\$ 989,274	\$ 1,471,714	\$ 1,260,315	\$ 2,497,240	\$ 10,104	\$ 1,819,178	\$ 1,916,306	\$ 1,939,440	\$ 1,963,560
26 Other Revenue									
27 Grants									
28 Bond Proceeds-Cleveland Stn	1,000,000								
29 Cleveland Station Debt Reserve	-								
30 7% Operational Funds									
31 Reimbursement from LDP			89,747						
32 Interest on investments - net	6,647	(18,797)	59,368	9,000	3,282	20,000	20,000	20,000	20,000
33 Other Miscellaneous	10,000		(10,000)						
34 Transfers In					275,453				
35 Subtotal Other Revenue	\$ 1,016,647	\$ (18,797)	\$ 139,115	\$ 9,000	\$ 278,735	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
36									
37 Grand Total Revenues	\$ 2,005,922	\$ 1,452,917	\$ 1,399,429	\$ 2,506,240	\$ 288,839	\$ 1,839,178	\$ 1,936,306	\$ 1,959,440	\$ 1,983,560



Loveland Downtown Development Authority (DDA) Pro Forma
 (Includes Loveland Urban Renewal Authority (LURA) Downtown - Dissolved in FY2023)
 FY2013-2023 Actuals; FY2024-2028 Forecast

	2021	2022	2023	2024	2024	2025	2026	2027	2028
				Budget	Actual	Budget	Budget	Budget	Budget
41 Expenses									
<u>Purchased Services</u>									
Professional Services	51,974	43,342		-	248	-	-	-	-
Legal/Consulting Fees		35,161	65,534	75,000		40,000	40,000	40,000	40,000
Façade Grant & Special Project Payments			-	300,000		200,000	200,000	200,000	200,000
Downtown Operational Items			133,553	192,153		400,000	425,000	450,000	475,000
HIP Streets Debt & Operations				693,000		750,000	750,000	750,000	750,000
7% Operating Reserve				106,750		97,300	99,050	100,800	102,550
Subtotal Purchased Services	\$ 51,974	\$ 78,503	\$ 199,087	\$ 1,366,903	\$ 248	\$ 1,487,300	\$ 1,514,050	\$ 1,540,800	\$ 1,567,550
<u>Developer Reimbursements</u>									
Cleveland Station		800,000							
Draper Project		181,390	145,444	27,070		201,981	279,962	288,361	297,012
Natural Grocer's	-			44,390		-	-	-	-
Dutch Brothers			-	18,540	26,419	19,100	19,675	20,265	3,409
Josh & Johns						8,000	8,000	8,000	-
123 East 5th Street						31,063	31,625	32,339	16,166
400 North Garfield Avenue						10,500	11,500	12,500	1,300
Other Developer Reimbursements									
Subtotal Developer Reimbursements	\$ -	\$ 981,390	\$ 145,444	\$ 90,000	\$ 26,419	\$ 270,644	\$ 350,762	\$ 361,465	\$ 317,887
<u>Other Expenses</u>									
Cleveland Station Debt Service		33,324	32,600	120,000		120,000	120,000	120,000	120,000
Cost Allocation from City				3,457	576				
Parking Study		71,970	4,605	45,000					
Artspace Project				230,000					
Capital Outlay			89,747						
Other Miscellaneous Expenditures	1,000		727						
Transfers Out			897		275,453				
Subtotal Other Expenses	\$ 1,000	\$ 105,294	\$ 128,576	\$ 398,457	\$ 276,029	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Grand Total Expenses	\$ 52,974	\$ 1,165,187	\$ 473,108	\$ 1,855,360	\$ 302,695	\$ 1,877,944	\$ 1,984,812	\$ 2,022,265	\$ 2,005,437
Projected Annual Net Cash Flows	\$ 1,952,947	\$ 287,730	\$ 926,322	\$ 650,880	\$ (13,856)	\$ (38,766)	\$ (48,506)	\$ (62,825)	\$ (21,876)
<i>Draper Project Reserve</i>			335,000	-	-	335,000	870,000	-	-
Ending Fund Balance	\$ 2,778,284	\$ 3,066,014	\$ 3,657,336	\$ 4,308,216	\$ 3,643,479	\$ 3,934,450	\$ 3,015,944	\$ 2,953,119	\$ 2,931,242

53 Capped at \$500,000 over 10 years
 54 Capped at \$99,070, should be paid in 2028

75 *Already spent \$190 of the original \$670*

DOWNTOWN DEVELOPMENT AUTHORITY / HISTORIC LOVELAND
BUSINESS IMPROVEMENT DISTRICT

DRAFT JOB DESCRIPTION – DOWNTOWN AMBASSADOR
PROGRAM MANAGER

FULL TIME- SALARY POSITION

Hiring Range - \$75,000 / \$80,000 / \$85,000 - base salary plus annual 5% bonus potential

Benefits Include: \$1,000 a month benefit stipend and three weeks of paid vacation

POSITION SUMMARY: The Downtown Ambassador Program Manager is responsible for organizing and implementing programming and strategies to improve the visual appearance and maintenance conditions in downtown Loveland. This hands-on position will work in the field on a daily basis and lead efforts to improve the downtown district through implementing cleaning programs, graffiti removal initiatives, timely reporting of maintenance issues, weed abatement, snow removal, hospitality services, power washing and providing fast responses to downtown maintenance needs.

The Downtown Ambassador Program Manager must have strong relationship building skills as the position will work on establishing and maintaining working relationships with various City of Loveland department representatives, the Loveland Police Department, homeless outreach services and the business and property owner community in downtown Loveland.

The Downtown Ambassador Program is intended to begin with a full time year round program manager position and one full time seasonal position in the warmer weather season.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following duties and responsibilities are illustrative of the primary functions of this position and are not intended to be all inclusive:

- Serves as primary representative of the Ambassador Program to the community.
- Daily walking of downtown district to perform trash removal, weeding, grounds keeping, repair of basic items and maintenance.
- Must be able to repair and upkeep all equipment involved in the performance of the program's work. This includes items such as power washers, Billy Goat vacuum, backpack blowers and other similar items.
- Works in partnership with with the City of Loveland and Loveland Police Department to address maintenance and safety issues in the downtown district.
- Attends, represents, and may occasionally lead meetings with the HLBID-DDA Board of Directors, working groups and subcommittees, the general public, and citizen advisory committees.
- Provides the Executive Director and/or Board of Directors with written and, if requested, oral updates on projects.
- Builds and maintains positive and productive working relationships with internal staff, contracted vendors, and/or public and private partners.
- Researches and implements new technologies or methods to improve operational efficiency.
- Work is typically Monday to Friday, but must be available at other times as needed based on weather events and events in the downtown district.
- Other duties as assigned by the Executive Director.

PREFERRED QUALIFICATIONS:

- Quick thinking and able to work independently.
- Not afraid to get dirty to address attention to detail needs of downtown district.
- Technical and troubleshooting experience in construction and maintenance environments
- Building partnerships with City of Loveland to assist in efficient and improvement of City services including street sweeping, parking lots maintenance, code issues
- Able to take direction and be highly accountable for actions and time spent

QUALIFICATIONS, KNOWLEDGE, SKILLS AND ABILITIES: The requirements listed below are representative of the knowledge, skills and abilities required to perform the necessary functions of this position.

- 2+ years of demonstrated or applicable experience
- Love and passion for improving the downtown community
- Demonstrated superior written and verbal communications skills.
- Equipment operations, maintenance
- Demonstrated success in applying public process techniques, and managing meetings to foster community stakeholder support for projects.

LANGUAGE SKILLS: Ability to read, analyze, and interpret common technical reports, legal documents, and contract specifications. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and technical reports for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or elected officials and board of directors, as required.

REASONING ABILITY: Ability to define problems, collect data, establish facts and draw valid conclusions.

CERTIFICATE, LICENSES, REGISTRATIONS: Valid Colorado Driver's License

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by the job include close vision, and distance vision.

This job may involve early morning and evening meetings, as well as weekend work, as required.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Location:

- Loveland, CO 80537

Required experience:

- 2 years

To Apply: Please send confidential cover letter, resume and portfolio details to Sean Hawkins, Executive Director, at shawkins@lovelandpartnership.org.

Ambassador Program Annual Budget

Staff Salary, Taxes and Benefits	\$133,600
Equipment and Supplies	\$20,000
Insurance	\$5,000
Office Space Contribution	\$6,000
Uniforms and Printing	\$3,000
	\$167,600

LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY

2024 Restaurant Conversion Grant Pilot Program Policies- DRAFT

Approved _____, Revised _____

Restaurant Conversion – Reimbursement Grant Program

MISSION OF THE DDA

To strengthen, develop and promote the economic well-being, safety and vitality of downtown Loveland within the boundaries of the DDA (DDA District). The DDA facilitates, plans and executes development and capital improvement projects. We commit to fulfill our mission collaboratively, ethically and professionally, while preserving the unique and historic character of the DDA District.

PERTINENT GOALS OF THE DDA

- Promote and support private development and positive investment in the DDA District;
- Promote retail growth, new job growth and other uses in the DDA District;
- Promote economic growth in ways that honor and sustain strong community values;
- Increase employment density as a catalyst for enriching life for residents and visitors; and
- Promote a diversity of activities in the DDA District.

PROGRAM ESTABLISHMENT AND GOALS

The Downtown Development Authority (DDA) Board of Directors (DDA Board) authorizes funding, subject to availability and Board approval, to be used to encourage property owners or business tenants within the DDA District to convert a space into restaurant or food service usage in their buildings. The goal of the Restaurant Conversion Program (Program) is to attract and assist full-service restaurants, and other food service establishments and offerings, to locate or expand within the DDA District. The Program aims to strengthen the area's competitiveness, and promote the area as a vibrant business, dining, and entertainment destination.

The purpose of the program supports the DDA Goals by:

- a. Promoting a business, consumer, family and resident friendly atmosphere;
- b. Creating more dining opportunities;
- c. Creating additional employment opportunities;
- d. Generating additional foot traffic in the DDA District;
- e. Generating additional sales tax increment within the DDA District;
- f. Promoting infill and adaptive reuse of properties;
- g. Incentivizing property owners to enhance the value of their respective property;
- h. Encouraging private investment in the improvement of commercial



- properties;
- i. Reducing vacancies in commercial buildings; and
- j. Increasing the functionality of existing buildings.

It is not the intent of this Program to assist in the development of new construction projects. Buildings must be 50 years or older to be eligible under the Program.

The Program provides for a reimbursement of 50% of eligible project costs for the first \$50,000 of qualified investment, up to a maximum of \$25,000; and an additional 25% of eligible project costs, for project values exceeding \$50,000, not to exceed a total reimbursement of \$50,000.

- Example: Project total cost of \$125,000. If eligible costs are \$75,000, the DDA could grant up to 50% of the first \$50,000. (\$25,000), then 25% of the balance of \$25,000. (\$6,250). *Total grant could be \$31,250.*

Proposals are considered on a monthly basis and evaluated based on the ability of the project to further the goals of the DDA. Funding is at the sole discretion of the DDA Board. The funding may only be used on eligible restaurant/food service conversions that are within the DDA District and are located in a commercial area where use as a restaurant or food establishment would, in the Board's sole discretion, be of significant benefit and advance the goals and objectives of the DDA. Restaurant/food service conversions will only be eligible if the proper zoning for a restaurant or food establishment are in place, or if a re-zoning is required, the reimbursement cannot be paid until the rezoning has been approved by the city.

PILOT PROGRAM

This Program is initially being authorized as a pilot program, under which the DDA Board will approve up to five Program grants. Once five grants have been approved, the Program will be suspended while the DDA conducts a review of Program results, and considers how and to what extent Program goals have been achieved. No additional Program grants will be made unless the DDA Board reauthorizes the Program.

ELIGIBLE PROJECTS:

To be eligible for the Program, the proposed improvements must be to a building at least 50 years old on the date of an application, and the project must be a food related service which will include the cooking, baking, or preparing of food on-site and the retail sale of such food on-site, including, but limited to, the following:

- Full-service sit-down restaurant;
- Fast food or quick serve restaurant;
- Buffet, cafeteria or food hall restaurant;
- Coffeehouse/shop with a food component;
- Cafe;
- Bistro;
- Delicatessen;
- Bakery;

- Commercial kitchen, if the business is open to the public and offers on site food consumption; and
- Conversion project to attract future tenants for an eligible food related service.

ELIGIBLE IMPROVEMENTS:

The following interior and infrastructure improvements and costs *may be eligible* for Program reimbursements, provided they are installed specifically for, and are necessary for, an eligible food related service:

- 1) Electrical/plumbing upgrades and utility connections;
- 2) Installation of certain attached fixtures specifically for the kitchen;
- 3) Grease traps/interceptors;
- 4) Venting, HVAC, mechanical systems;
- 5) Sprinkler/fire suppression systems- specifically for the kitchen; Or
- 6) Eligible costs may also include General Contractor's general conditions, and soft costs such as architectural, structural, electrical, or mechanical design fees, construction site amenities, survey and staking, traffic controls, and profit and overhead. DDA funding for soft costs may not exceed fifteen percent (15%) of total project costs

The following are *ineligible* for assistance:

- 1) Improvements that are substantially or fully completed prior to an application being approved;
- 2) Exterior building improvements (except for qualifying grease interceptors);
- 3) Non-permanent improvements such as, but not limited to, kitchen and dining equipment (e.g., stoves, grills, dishwashers, dishes, pots/pans,

- glassware, etc.) and furniture;
- 4) Security cameras and systems;
 - 5) Any other interior or exterior improvement not specially related to, or necessary for, an eligible food service use.

OPERATIONAL REQUIREMENTS:

The food related service must begin operations within one year of the date of DDA Board approval of an application, or the grant will be terminated and the property owner will be required to repay any grant funds received. The Applicant may request from the DDA Board a six-month extension of this deadline (see Section D(2) below for details on requesting an extension). Additionally, the food related service will be required to operate for a period of three years for projects that receive up to \$25,000, or six years for projects that receive over \$25,000, or the property owner will be required to repay a portion of grant funds received, subject to a one-time, six-month grace period under certain circumstances (See Section D(5) below for the repayment schedule and additional details on the grace period).

HOW TO APPLY

A. Timeline:

Applications will be accepted and reviewed on a first come, first served basis.

All submitted applications will be reviewed by the Loveland Downtown Development Authority (DDA) Restaurant Conversion Committee, Staff and Board of Directors.

B. Meeting with Staff:

Applicants must meet with DDA Staff AT LEAST once prior to their project submission. Although Staff are available to assist with assembling the required



information, the Applicant MUST provide all the following to be considered by the Board:

1. A completed application. The initial application brief sheet, as well as a sample application, are attached to this document.
2. A narrative describing the project. The narrative should address the following topics:
 - a. A brief history of the site/building
 - b. A line-item description of the work proposed
 - c. Responses to how the proposed project meets each of the requirements listed below in “EVALUATION CRITERIA” (page 7, below) and
 - d. The specific amount of funding requested.
3. Current photo(s) of the property and proposed kitchen area and, if applicable, historic photos.

To be eligible for the Program, the Applicant must meet all the following qualifications:

- Must be the owner* or tenant of the subject property (tenant must have a current executed lease or letter of intent with signature of approval from the property owner). Note that If the Applicant is a tenant, the property owner will also be required to execute the Project Agreement (described in Section D(5) below) if a grant application is approved, and the property owner will be responsible for all repayment obligations under the Project Agreement.
- Must be an allowable use on the subject property in accordance with the City’s Land and Building Development Regulations/Codes. Or be in a rezoning process for approval.
- Must be current in all property taxes and City of Loveland (City) business fees.
- Must be in good standing with the City (no outstanding code enforcement or building code violations). This requirement may be waived by the DDA Executive Director if the work proposed under this application will remediate all code violations; provided, however that no grant funds will be released until the City has confirmed that all code violations have in fact been remediated.

*The owner of the Property (Owner) shall be the Applicant, or consent to an application by a tenant. “Owner” means all holders of any legal or equitable estate in the premises, whether alone or jointly with others and whether in possession or not, and shall include all individuals, associations, partnerships, corporations, limited liability companies and others who have an interest in a structure and any who are in possession or control thereof as agent of the owner, as executor, administrator, trustee, or guardian of the estate of the owner. An owner is additionally defined as someone who has a majority interest/control of the property.

NOTE: Once the Restaurant Conversion Program Subcommittee has begun consideration of a submitted application, all costs and projections submitted are considered final. Any increase in the amount of those costs, or the addition of new costs, may invalidate consideration of the application, and require it to be resubmitted at a later date. Once approved by the Restaurant Conversion Subcommittee, and the DDA Board, **all elements outlined within the application must be completed within the costs specified to be eligible for reimbursement; Applicants will not be reimbursed for cost overruns.** Applicants are expected to do sufficient preparatory work to ensure that they are able to complete the work outlined in their application within the costs specified.

Staff will advise the Applicant whether their initial submittal is complete or if other information is needed for Board consideration. If the proposal is complete, Staff will schedule the project for an upcoming Restaurant Conversion Committee Meeting for consideration. . If approved by the Committee, the application will then be presented to the DDA Board for consideration.

Upon approval by DDA staff, Applicant must provide a digital copy (.pdf) plus color paper copies of the packet submittal to the DDA offices, before the scheduled Review Committee Meeting.

Attendance by Owner and Representatives

The project owner (or authorized representative) and project architect, if any, will be required to present their application to the DDA Restaurant Conversion Subcommittee, to highlight the required components of their application, as well as answer questions and receive feedback. All applicants that the Subcommittee selects to move forward will be required to make an abbreviated presentation (5-10 minutes) to the DDA Board at their scheduled monthly meeting (typically held the first Monday of every month). Both presentations should outline the key aspects of the project within the context of the downtown environment. Please note that Board members will receive the application and documentation in advance of the Board meeting and will be familiar with the details of the project.

C. Evaluation Criteria

The DDA Board will look specifically at the following criteria in its evaluation of submittals:

- a) **Totality of Project:** Although applicants may choose not to seek reimbursement of all costs deemed eligible by the program (i.e. an applicant may choose to omit an eligible restaurant conversion cost from their application), the DDA Board will be evaluating proposals based upon all planned elements, and the expected final version of the future business must be presented for Board consideration during the initial application review. All elements, whether shown on the final application or not, will be evaluated prior to reimbursement. Should the final conversion elements be, in the Board's sole discretion, substantially different than what was presented/finalized in the contract, the DDA reserves the right to withhold funding.
- b) **Potential overall impact to the DDA District:** Improvements must further the Program goals and have a positive impact potential to their block or neighborhood.
- c) **Funding Disclosure:** The DDA Board requires all established and potential funding sources relevant to the restaurant conversion to be fully disclosed upon the initial meeting with the Restaurant Conversion Subcommittee. Should the Applicant receive third party funding for elements otherwise covered under their Restaurant Conversion Application, they are required to immediately inform DDA Staff. The DDA reserves the right to reduce or otherwise modify its final reimbursement upon disclosure of such additional funding sources.
- d) **Fidelity to Submission Requirements:** The DDA Board reserves the right to refuse applications which do not strictly adhere to the above submission and schedule requirements, and/or give preference to applicants who have so adhered.



D. WHAT HAPPENS AFTER APPROVAL

1. **Meeting Schedule.** To ensure that the public funds dedicated to each restaurant conversion project are spent in accordance with the designs and plans presented to and accepted by DDA, applicants will be required to meet with Staff regularly throughout the project lifecycle. The schedule for these meetings will be determined with the Applicant after their contract has been finalized, but, at the very least, Applicants should expect the following:
 - A) **Initial Follow Up:** Within 2-3 weeks of approval, meeting with applicant and general contractor to finalize expectations and schedule requirements
 - B) **Throughout Permitting Process:** DDA Staff will be present during or privy to all meetings with City staff regarding building and permitting requirements
 - i. DDA Staff must be made immediately aware should the City or the Applicant determine that substantial changes are to be made to the restaurant design as accepted by the DDA. APPROVAL BY DEVELOPMENT SERVICES, OR ANY OTHER CITY/PRIVATE ENTITY, DOES NOT CONSTITUTE DDA APPROVAL.
 - C) **During Certification Inspection:** As the project begins to go through the City's Certificate of Completion/Occupancy process, DDA Staff will be present to verify that all work was completed as set forth in the accepted application.

Failure to complete the conversion improvement(s) as presented and approved by the DDA may jeopardize all or a portion of the approved reimbursement. **Modifications to the approved drawings must be reviewed and approved by the DDA.**

2. **Extension.** If the DDA Board approves a reimbursement, the commitment is valid for one calendar year from the date of the approval. All project improvements must be completed, and the food related service must be operational, within this one-year period. The Applicant project owner or may request from the Board one six-month extension of the commitment. The extension request submitted to the DDA Executive Director, describing the reason for the delay, must be submitted in time to be considered by the Board at a regular monthly meeting held prior to the expiration of the commitment term, which at the latest would be 10 business days prior to the date of the regular monthly meeting scheduled to occur in the final month of the commitment. If granted, all improvements must be completed and the food related service must be operational within the 6-month extension period or the DDA commitment will expire. If the Applicant or authorized representative fails to make an extension request prior to the expiration of the commitment term or is unable to complete all improvements and commence operations after being granted a 6-month extension, a new application for the project will need to be presented to the Board for consideration. This new proposal may be the same as the original or modified.

3. **Project Commitment.** A meeting with the DDA staff and the project owner or authorized representative will be necessary after the board approves the reimbursement application. Staff will prepare a file detailing all steps necessary for the project to receive the funds. At this meeting the DDA will provide to the Applicant the enclosed **Project Commitment**, which will outline the project and act as the legal commitment between the two parties, until the **Restaurant Conversion Agreement** is finalized and signed.

4. **Promotion.** The Applicant must agree to allow the DDA to promote its involvement in the restaurant conversion by allowing signage to be placed at an agreed upon location on the building during construction. The Applicant must also agree to co-host a ribbon cutting upon completion of the project for community and media awareness, if desired by the DDA.

5. **Project Agreement and Repayment of Grant Funds for Non-Operation** Upon completion of the project and submission of all DDA requirements for project reimbursement a **Project Agreement** will be drafted by DDA legal counsel. The Project Agreement will be between the DDA and the property owner, or if the Applicant is not the owner of the property, the Agreement will be between the DDA, the Applicant and the property owner. The Project Agreement will require that food related service operations must commence within one year of the date of DDA Board approval of the application, or the Project Agreement will terminate and the property owner will be required to repay any grant funds received (unless the DDA Board has approved an extension of the one-year deadline, as described in Section D(2) above). The Project Agreement will also provide that food related service operations must continue for three years for Program grants of up to \$25,000, or six years for Program grants over \$25,000, or the property owner will be required to repay a portion of grant funds received in accordance with the repayment schedule below. The removal of project improvements within this time-period will constitute a cessation of food related service operations, triggering the reimbursement obligation. In the event that food related service operations are suspended during the required operation period under circumstances beyond the reasonable control of the property owner (such as the loss of a tenant who was operating the food related service), the Project Agreement will provide a one-time, six-month grace period allowing the property owner an opportunity to resume operations within such six-month period. Reimbursement for eligible project costs is conditioned upon execution of such agreement by the Applicant (and/or Owner, as applicable). The repayment schedule under the Project Agreement will be as follows:

Grant Amount:	Years Operated:	Repayment Obligation:
Up to \$25,000	1	66 % of grant amount
	2	33 % of grant amount
Over \$25,000	1	84% of grant amount
	2	67% of grant amount
	3	50 % of grant amount
	4	34% of grant amount
	5	17% of grant amount

DDA funds will not be released until construction is 100% complete and all DDA requirements for project reimbursement are satisfied as set forth in the attached Closing Instructions.

The following are items you will need to submit to the DDA before the Project Agreement and Restaurant Conversion Easement documents can be finalized by the DDA's legal counsel, and before the DDA will release funds committed to your project.

While you are working on your project, you can submit the following:

- 1. Full name and address of the person or entity (and tax ID number) that owns the project.
- 2. If the project owner is a legal entity such as an LLC, LLP, etc. please provide a copy from the specific section of the Articles of Organization, Operating Agreement or Statement of Authorization that identifies the managing person(s) that has the authority to execute instruments or bind the entity.
- 3. Statement that identifies the full legal description of the property as found on an officially recorded document by the Larimer County Clerk and Recorder. Make sure this statement reflects the legal description that will apply when your project is complete.

When you have completed your project, please notify the DDA Executive Director via email that construction is complete and submit the following:

- 4. Copy of Certificate of Occupancy or Certificate of Completion issued by the City of Loveland.
- 5. Detailed accounting of the actual costs of construction, prepared by your contractor or architect/designer, for items that are eligible for DDA reimbursement. The actual cost spreadsheet should be submitted in the same format, or as close as possible, and with the same level of detail as the estimate of costs that were presented in the proposal approved by the DDA Board. Copies of bills submitted to the contractor by sub-contractors shall also be submitted as proof of actual expenditure.
- 6. A site visit will be conducted by DDA staff to ensure that the project was constructed according to the design the DDA Board approved. Staff will email an inspection summary to the owner. A response to any issues raised will be needed.

- 7. Name and address of the entity (with Tax ID number) or person (with Social Security number) to be identified as the payee on the reimbursement check. (Please contact DDA staff if more than one payee.) Submit a W-9.

- 8. It is required that project owners cover expenses for the title search, and if required, for and Larimer County Clerk/Recorder recording fees for the agreement. You will be notified in the days leading up to the final closing date of the amounts needed to cover these expenses.

If you have any questions about these instructions, please call the DDA Executive Director, Sean Hawkins at 970-699-2856. Please be aware that the drafting of the legal agreement may take between 6-8 weeks.

**Restaurant Conversion Reimbursement Program
APPLICATION**

DATE OF SUBMITTAL:	
TARGET DDA BOARD MEETING DATE:	



APPLICANT NAME (INCLUDE DBA):	
IS APPLICANT THE PROPERTY OWNER? <i>If Applicant is Tenant, please attach the current lease.</i>	<u>YES</u> <input type="radio"/> <u>NO</u> <input type="radio"/>
ADDRESS (STREET, CITY, STATE, ZIP):	
PHONE:	<u>BUSINESS</u> <u>CELL</u>
EMAIL:	
PROPERTY OWNER NAME (IF DIFFERENT FROM APPLICANT)	
ADDRESS (STREET, CITY, STATE, ZIP)	
PHONE:	<u>BUSINESS</u> <u>CELL</u>
EMAIL:	
PROJECT PROPERTY ADDRESS	

APPLICATION (con't)

ARCHITECTS NAME	
ADDRESS	
PHONE	<u>BUSINESS</u> <u>CELL</u>
EMAIL	
CONTRACTORS NAME	
ADDRESS	
PHONE	<u>BUSINESS</u> <u>CELL</u>
EMAIL	

PROJECT TYPE:

- CONVERSION FOR CURRENT OWNER IMPROVEMENT/UPGRADE
- CONVERSION FOR CURRENT TENANT IMPROVEMENT/ UPGRADE
- CONVERSION FOR FUTURE TENANT IMPROVEMENT/UPGRADE**
(WITH A KNOWN TENANT AND SIGNED LEASE OR LETTER OF INTENT)
- CONVERSION FOR FUTURE TENANT AS A SPEC PROPERTY IMPROVEMENT/U

TOTAL PROJECT IMPROVEMENT COSTS: \$ _____

TOTAL CONVERSION COSTS \$ _____
(Please attach detailed cost break down on a separate page)

CONVERSION FUNDING REQUESTED FROM DDA: \$ _____

APPLICANT SIGNATURE _____

DATE

TITLE _____

PROPERTY OWNER SIGNATURE
(If different than Applicant Signature) _____

DATE

TITLE

Garden Graffiti LLC
 710 County Road 16
 Loveland, CO 80537 US
 +1 9704437824
 kelly@gardengraffiti.co



Estimate 1179

ADDRESS	SHIP TO	DATE	TOTAL
Historic Loveland Building Improvement District 350 North Cleveland Avenue Loveland, Colorado 80537	Historic Loveland Building Improvement District 350 North Cleveland Avenue Loveland, Colorado 80537	01/24/2024	\$26,711.04

DESCRIPTION	QTY	RATE	AMOUNT
FOURTH AND FIFTH STREET PLANTERS	1	2,600.00	2,600.00
21 concrete planters 4th and 5th street			
9 60" Planters			
12 44" Planters			
Rejuvenation*** of Soils added amendments			
clean out as needed and disposal			
Annual Plant materials installation			
DESCRIPTION AND ESTIMATED TOTAL COUNTS	0	0.00	0.00
9 1 gallon Annuals Banana, Corydalis			
3 flat 9 count quart Dahlia, Craspedia, salvia, begonia			
eucalyptus			
8 flats 9 count quart , Osteospermum, Dahlias, salvia, geraniums			
5/ 12 count flats 4 pack coleus assorted colors			
5 / 18 count flats 3" zinnia, fibrous begonia, snap dragons			
2/18 count flats 3" dianthus, coleus trailing, alyssum, petchoa			
9 flats 3" 18/ flat lobularia trailing flowering, vinca, lysmachia			
7/ 18 count flat lantana, dorotheanthus, Sunpatiens, santivilla,			
bidens			
13 /12 count flats 4 pack assorted, salvia, celosia, zinnia, lobelia			
Soils and Amendments	6.50	72.35	470.28
top third rejuvenation			
8 60" planters			
7 44" planters			
Osmosote			
Soil Water Retention Polymer			
44" Pots each receives	12	253.10	3,037.20
1 - 1 gallon center			
3 - quart (geranium, dahlia, begonia, coleus)			
19 3" assorted			
11 4 packs			
60" Planter	9	387.05	3,483.45
1 - 1 gallon center (Cordyline, banana)			
5 - dahlia, begonia			
23 - 3" assorted flowering and trailing			
20- 4 packs assorted color and texture			

DESCRIPTION	QTY	RATE	AMOUNT
RAILROAD CLEVELAND AND LINCOLN POTS 27 pots total Soil rejuvenation (top third) with amendmets, Installation of annual plant material	1	1,650.00	1,650.00
Soils 18 cu ft planters mix slow release nutrients water retention polymer	4	72.35	289.40
Annual Plant material totals 17 gallon cordyline, canna lily 36 quart Hyssop, eucalyptus ,begonia dahlia, nemesia 142 count 3.5" - begonia, sunpatien, salvia, zinnia, osteospermum lantana, petunia, lobelia, petchoa 89 count 3 or 4 packs - , silver leaf, coleus,, snapdragons, zinnia, calendula	1	1,873.46	1,873.46
2 weeks Grow in Maintenance for all pots and inground raised bed 4th street planters	1	1,065.00	1,065.00
Hanging Baskets with delivery and installation	9	142.00	1,278.00
Hanging Basket maintenance for 2023 season 4 x/week 20 weeks May 15th - October 7 Estimated averaged visits weather conditions may omit or increase watering needs. Includes water fill and feed	80	24.50	1,960.00
Fourth Street in ground Raised bed planters 7 beds total Delivery and installation of annual plant material with area clean up and soil amendment/prep Includes estimated debris disposal of 2 cubic yards	1	665.00	665.00
Fourth Street in ground Raised bed planters 7 beds total 9 count 3.5" grasses, purple millet 18 count elle pot Fibrous Begonia	7	184.75	1,293.25
Fall Clean Up - empty all planters and clean up all 28 beds along 4th Street.	1	1,632.00	1,632.00
Loss Replacement on all Annuals Budget	1	510.00	510.00
Spring Clean up 28 raised beds along Fourth Street Jefferson Ave to Garfield Ave Each bed and curb line cleaned of debris. All plant materials cut back Each bed to receive pre-emergent application and spot spray if needed	28	62.00	1,736.00
June - August Fourth Street beds Maintenance Weed, spot spray, debris clean up Extra all plantings watering 07/26	12	239.00	2,868.00
Minor Rock Wall Repair budget Restack only	1	300.00	300.00

Dear Sean,
Please review the attached estimate, feel free to contact us
with questions or adjustments you'd like to make.

SUBTOTAL	26,711.04
TAX	0.00

We appreciate the opportunity to work with you this season.

TOTAL	\$26,711.04
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Regards,
Kelly Badger
Garden Graffiti Team

THANK YOU.

Accepted By

Accepted Date

March 8, 2024



Abby Powell and Sean Hawkins
Loveland Downtown Partnership & Downtown Development Authority
201 E 4th Street
Loveland, CO 80537

Foundry Stage Renovation

Dear Abby and Sean,

Thank you for asking BHA Design to provide design services for the Foundry Stage Renovation in Loveland, Colorado.

Project Understanding:

The DDA wishes to create an elevated concrete stage with 2 steps along the front edge, an accessible ramp/rails along the back, and raised features along the sides. The existing vertical stones and planting bed behind the stage will remain, and some existing pavement around the stage may need to be replaced. The existing stage cover will not be modified.



Items Provided by Client:

- As-built survey (DWG format) of the stage area, including site features, spot elevations and existing utilities and water feature piping.
- A geotechnical report.



Scope of Service:

1. Project Start-up and Preliminary Design
 - a. Tour project site with Client to review existing condition and take photographs
 - b. Review original stage concept with Client and update concept to incorporate requested changes.
2. Final Design
 - a. Demolition Plan
 - b. Site Plan for the stage and areas abutting the stage
 - c. Stage Layout Plan including dimensions of the stage, ramp, steps, and related improvements.
 - d. Stage Grading Plan including existing and proposed spot elevations.
 - e. Preparation of Stage Construction Details
 - f. The structural engineer (KL&A) will coordinate plat locations of existing foundations with BHA and will review and redline BHA's details. BHA will revise the details to incorporate the structural engineer's comments. A separate set of structural drawings will not be provided.
 - g. Progress submittals will include 50%, 95%, and Bid Documents
 - h. Technical Specifications will be provided with the 95% progress submittal, and the Bid Documents.
 - i. An Opinion of Probable Construction Cost will be provided with the 50% and 95% Submittals
 - j. A Bid Form will be provided with the Bid Documents.
 - k. A digital set of stamped/signed plans will be forwarded to the Client for inclusion in permit applications. If necessary, the plans will be revised to address building department comments.
3. Project Coordination and Virtual Meetings:
 - a. Meeting with Client
 - b. Meeting with Structural Engineer
 - c. Meeting with City Staff
 - d. Pre-Bid Meeting?
 - e. Project Management and coordination outside of meetings.
4. Construction Administration services including:
 - a. Review of material and shop drawings submittals. KL&A will review reinforcing shop drawings as required.
 - b. RFI Responses
 - c. Site Visits to observe construction progress



- d. Substantial Completion Walkthrough and punch list
- e. OAC meetings – in person

Scope Exclusions:

The following services are not included in BHA’s scope of service.

1. Topo survey
2. Geotechnical Report
3. Irrigation Design Services
4. Electrical/lighting Design Services
5. Front-end documents for Project Manual
6. Civil Engineering Services – utility, drainage, erosion control design services
7. Sign design services
8. As-built drawings of new stage
9. Services associated with applying for and obtaining permits

Design Fees:

Task Description	BHA Design	KL&A	Task Subtotals
Project Start-Up and Prelim Design	\$2,000	\$0	\$2,000
Final Design	\$6,500	\$1,500	\$8,000
Project Coordination and Virtual Meetings	\$1,500	\$0	\$1,500
Construction Administration	\$3,000	\$500	\$3,500
Firm Totals	\$13,000	\$2,000	
	Grand Total (labor and expenses)		\$15,000

We request written authorization to work on an hourly basis. Our fees and reimbursable expenses for hourly services will not exceed **\$15,000.00** without written authorization. Our labor and related expenses will be charged on a monthly basis as set forth on Attachment C (BHA’s Standard Terms and Conditions). If these terms are acceptable, signing below will serve as immediate authorization to proceed.

Sincerely,
 BHA Design, Inc.

AGREED TO BY:
 Loveland Downtown Partnership & DDA (“Client”)

Roger B. Sherman
 Vice President

 Authorized Signature

 Date

STANDARD TERMS AND CONDITIONS

Attachment C

BHA Design Incorporated



A. CLIENT RESPONSIBILITIES

1. Client shall be responsible for providing, at its own cost, the following services, information, data, and documentation as appropriate to the project, and BHA shall rely upon the accuracy and completeness of all information so provided:
 - a. Information regarding requirements for the project, including the client's design objectives, known site constraints, and other relevant information.
 - b. Subdivision maps, boundary surveys, topographic surveys, grading plans, and other documents that may be required.
 - c. Submittal fees for any applications to any governmental agency or department having jurisdiction over the project.
 - d. A Project Representative authorized to act on the client's behalf with respect to the project, and whose responsibility and authority may be relied upon concerning all client responsibilities outlined in this agreement.
2. If the client observes or becomes aware of any fault or defect in the project, or non-conformance with this agreement, written notice shall be given to BHA within ten (10) days of its discovery or any claims arising as a result shall be deemed waived.

B. FEE STRUCTURE

1. Fees are labor only. Labor fees are based on the following hourly rates:

Principal	\$154-187/hour
Senior LA	\$110-154/hour
Landscape Architect	\$99-138/hour
LA in Training	\$78-121/hour

Labor rates are subject to adjustment annually.

2. Fixed fees, if applicable, shall be valid for a period of one year following execution of this agreement. Remaining fee for any unexpended portion of remaining work shall, at that time, be adjusted by a factor of five (5) %.

C. FEE PAYMENT

1. Work in progress shall be billed monthly based upon that portion of the Scope of Services or hours expended. Invoices are due and payable within ten (10) days of the invoice date. If payment is not received within 30 days,

a late charge shall be assessed monthly, at the rate of one and one-half (1 ½) % per month on the unpaid balance. BHA reserves the right to suspend services on any account that is past due, and such suspension shall remove BHA from any liability and responsibility for meeting any schedule previously agreed to.

2. Should it become necessary for BHA to retain an attorney for the purposes of fee collection, the Client shall be liable for all costs of collection, including but not limited to court costs, employee time involved in collection effort, expenses, and reasonable legal fees.
3. In signing this agreement, client warrants that it has sufficient funds for payment of fees provided for in this agreement. BHA is not speculating with the client on the ultimate success of the project, and compensation for services are not dependent upon project approvals, financing, or any other outcome unless expressly stated in the agreement for services.
4. In the event of termination of this agreement, payment shall be due for all services and reimbursable expenses incurred through date of termination.

D. TERMINATION OF AGREEMENT

1. This agreement may be terminated by either party for any reason upon ten (10) days written notice to the other party.
2. Should the client fail to substantially perform in accordance with the terms and conditions agreed upon herein, through no fault of BHA, then this agreement may be terminated by BHA upon five (5) days written notice.

E. GENERAL TERMS AND CONDITIONS OF PRACTICE

1. BHA shall have access to the project site at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its records and future promotional use.
2. A final set of mylars of the completed design documents will be turned over to the owner. In addition, AutoCAD disk or disks will be turned over to the owner as part of the final project completion. The owner shall provide one set of signed prints indicating approval of the plans for BHA's records.
3. If the client makes or causes to be made any changes to BHA' drawings or other documents or deviates in any way from the drawings or other documents in the construction of the project, the client shall be solely

STANDARD TERMS AND CONDITIONS

Attachment C

BHA Design Incorporated



responsible for any and all damage, liability, or consequence resulting from such change, alteration, or deviation.

4. BHA shall perform its work on this project within the normally accepted standards of the planning and design profession, and makes no other warranties, express or implied, with respect to the perfection of design quality or character of the work performed.
5. BHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, to the extent caused by BHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom BHA is legally liable.
6. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BHA, its officers, directors, employees and subconsultants (collectively, BHA) against damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subconsultants or consultants or anyone for whom the Client is legally liable.
7. Neither the Client nor BHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
8. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

F. DISPUTE RESOLUTION

9. In the event a dispute arises regarding the interpretation or enforcement of this agreement, both parties agree that it shall be submitted to voluntary mediation first. If the dispute cannot be resolved through mediation, a final resolution shall be reached through litigation.

G. CONSTRUCTION OBSERVATION

1. BHA considers construction observation an important service and encourages clients to include construction observation in the scope-of-work. When contracted to perform construction observation, BHA will visit the site as requested by Client to observe Contractor's work and to determine, in general, if the work is proceeding in

accordance with the contract documents. BHA will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, equipment or product failures, or for safety precautions and programs in connection with the work. BHA will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work. Whether or not BHA is contracted to perform construction observation services, BHA will be indemnified and held harmless in the event that construction does not conform to the construction documents, or the construction documents are misinterpreted.

H. FORCE MAJEURE

1. If an event or circumstance beyond the Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of the Consultant, whether similar or dissimilar to any of the foregoing, that cause the Consultant delay or additional expense ("Force Majeure Event"), then the Consultant is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders the Consultant's performance impossible or impracticable, the Consultant has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement.
2. Upon occurrence of a Force Majeure Event, the Consultant will notify the Client within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Consultant's performance, including its expected duration. The Consultant will use reasonable efforts to mitigate the impact of any Force Majeure Event on the Consultant's ability to perform under this Agreement.

I. MISCELLANEOUS PROVISIONS

1. Colorado law shall govern this agreement.
2. This agreement shall be binding upon the client and BHA and their principals, owners, representatives, and who succeed to their interests. Neither party shall transfer or assign its interest in this agreement without the written consent of the other.

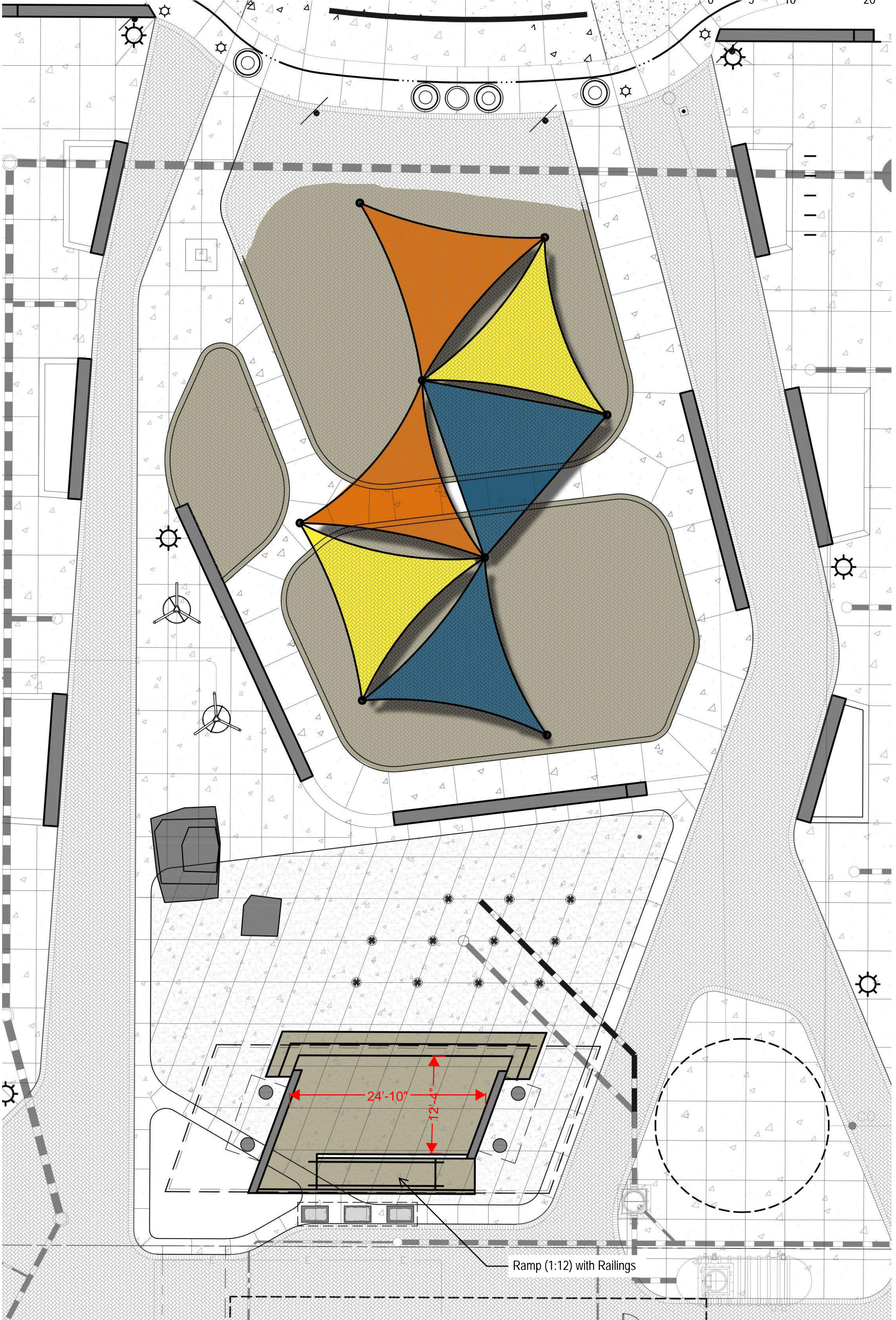
STANDARD TERMS AND CONDITIONS

Attachment C

BHA Design Incorporated



3. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Colorado corporation, and not against any of the Consultant's individual employees, officers or directors.
4. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
5. This is the entire agreement between client and BHA and supersedes all prior negotiations or agreements. This agreement may only be amended in writing, signed by both the client and BHA. If any term, provision, or condition of this agreement is held to be invalid, the remaining provisions shall continue in full force and effect.
6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or non-performance of services hereunder.
7. Counterpart and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

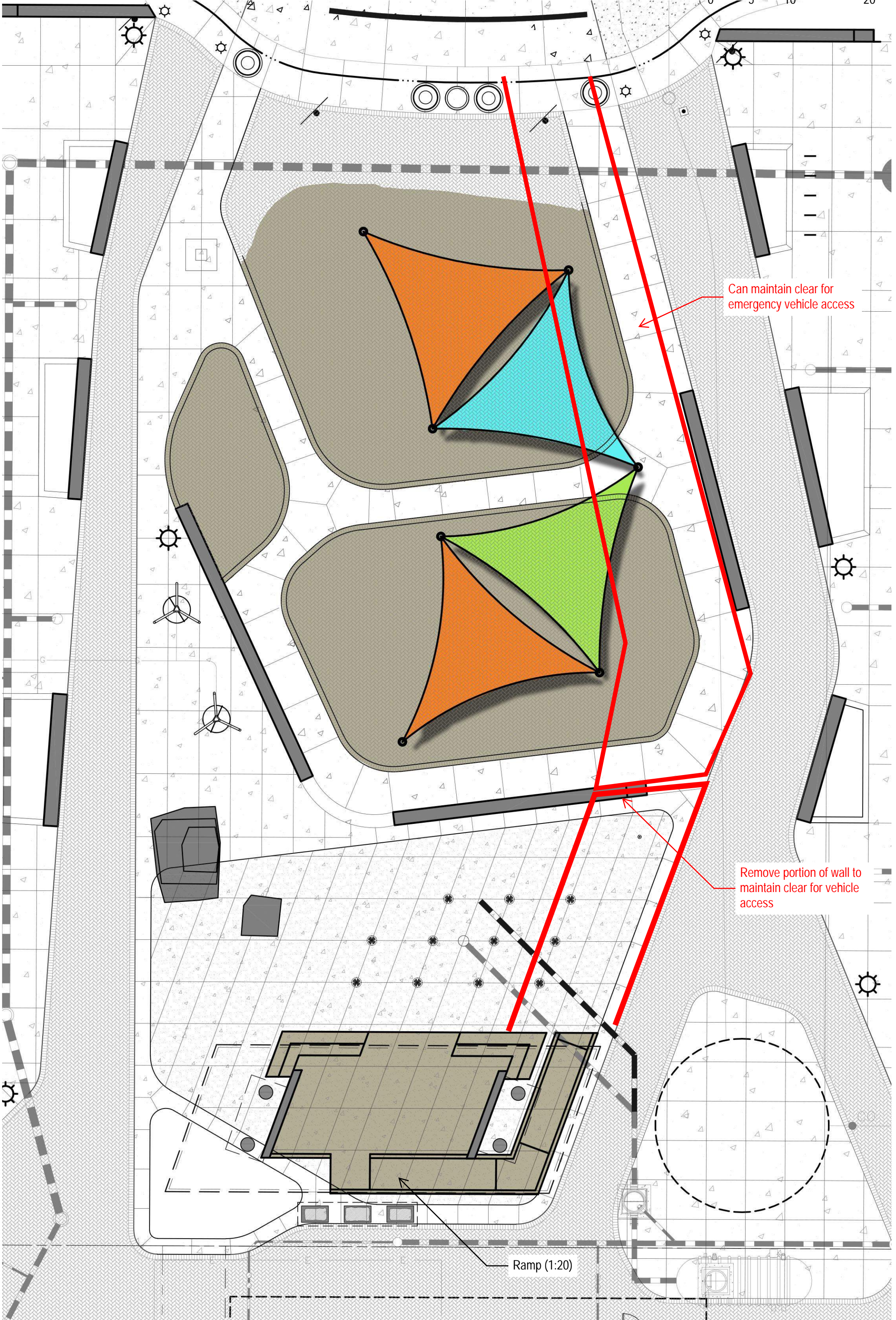


Ramp (1:12) with Railings

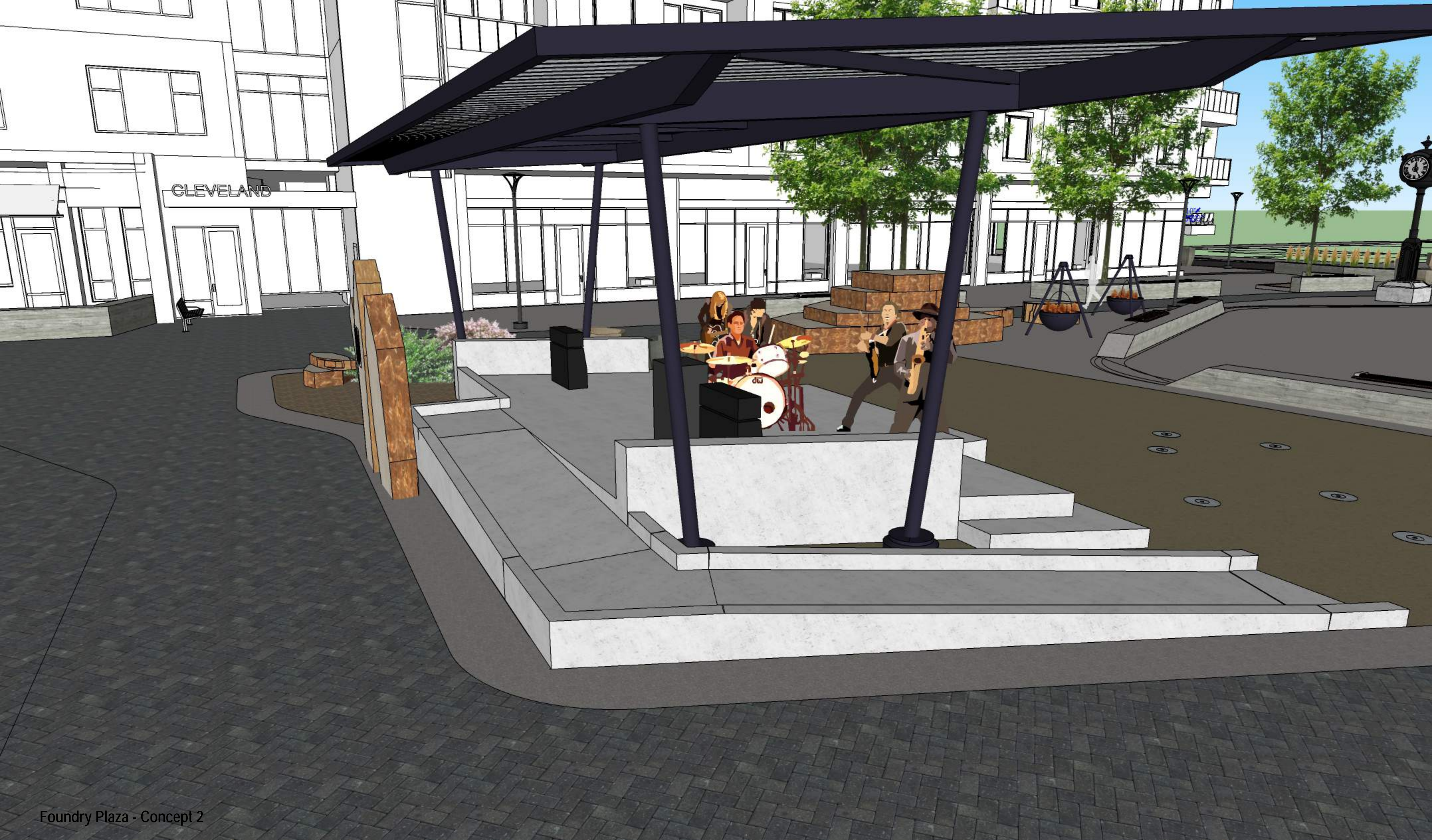




CLEVELAND







CLEVELAND



RESOLUTION DDA-2024-03

**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-2024-03.

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:

- 350 North Cleveland Avenue, Loveland, Colorado, façade grant for façade improvements. Project was approved in accordance with the DDA's Façade Improvement Program. Grant amount: \$30,548.01
- Beautification Project – Landscaping services regarding the Blooming Hearts planters along 4th Street, 5th Street, Railroad Avenue, and Lincoln Avenue. Fee amount: up to \$26,711.04.
- Capital Improvement Project – Design fees for renovation of the stage at the Foundry project. Fee amount: up to \$15,000.00.

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 property tax increment revenue expected to be generated by the above-referenced Façade Improvement Program project through expiration of the DDA's tax increment collection period on July 5th, 2047 is: Unknown, as the DDA Façade Improvement Program does not require projects to generate property tax increment revenues as a condition of approval, though it is likely that the project will ultimately generate property tax increment revenues.

4. The amount of property tax increment revenue expected to be generated by the above-referenced beautification project and capital improvement project through expiration of the DDA's tax increment collection period on July 5th, 2047 is: No property tax increment revenues will be generated by these projects, as the improvements will be located on tax-exempt, government-owned property.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Loveland Downtown Development Authority this 18th day of March, 2024.

Ray Steele, Jr., Board Chair

ATTEST:

Jon-Mark Patterson, Secretary



LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY

Plan of Development
2017



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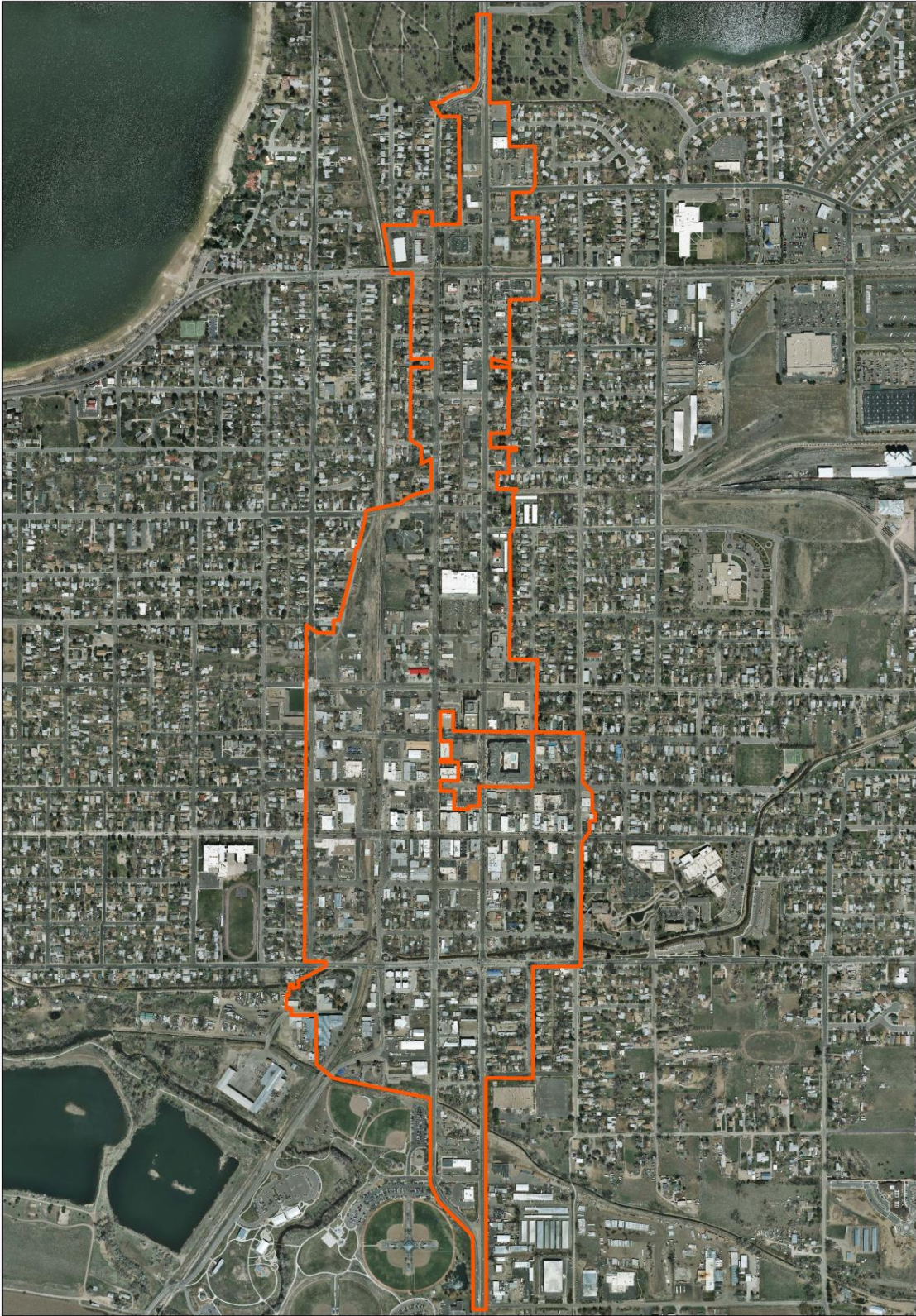
Foreword

The downtown (“Downtown”) of the City of Loveland (“Loveland”) serves as the heart of a city that from its beginnings in 1877 has defined the best of Colorado’s entrepreneurial spirit and sense of civic pride, with an emphasis on arts and cultural activities. Downtown Loveland residents, businesses and property owners believe that a strong economic foundation is critical to sustaining a vibrant community respectful of its history, committed to the full inclusion of all its citizens, and strategically positioned to thrive in a globally competitive marketplace.

This Plan of Development (the “Plan”) is an essential first legal step in creating a vibrant Downtown that provides a safe, dynamic environment to gather, live, educate, shop, work and play. The needs of the Downtown have been recognized over the past years in vision documents, comprehensive and strategic plans and master planning efforts. These documents have identified the need to have a strong Downtown for the economic health and future of Loveland.

The emphasis of this Plan is on the needs of the Downtown over a thirty (30) to fifty (50) year period and the type of projects and programs that are required to satisfy those needs, rather than dictating the physical location, dimensions and design which can only evolve through continual planning efforts.

District Map



**Loveland Downtown Development Authority
Established by Ordinance No. 5927
Revised May 16, 2017 by Ordinance No. 6115**

Boundaries of the DDA

The boundary of the Loveland Downtown Development Authority (the “DDA”), as shown on the preceding map, outlines the area in which the DDA will exercise its statutory powers (the “District”). The District was established based on the best information available at the time. It is intended that the boundaries may change given changing times and circumstances. Property owners adjoining the District are encouraged to petition for inclusion when the uses and purposes of their properties become compatible with the purposes of the District.

The legal description of the District is attached as Appendix I to this Plan.

Objective and Purposes

The primary objectives of the DDA are to promote the safety, prosperity, security and general welfare of the District and its inhabitants, to prevent deterioration of property values and structures within the District, to prevent the growth of blighted areas within the District, to assist Loveland in the development, redevelopment and planning of the economic and physical restoration and growth of the District, to improve the overall appearance, condition and function of the District, to encourage a variety of uses compatible with the artistic and cultural community, to sustain and improve the economic vitality of the District, to promote the historic, artistic and cultural elements of the District, and to encourage pedestrian traffic and security in the District. To achieve these objectives, the specific goals of the DDA include the following and any other activities, plans, and development and redevelopment authorized by law.

The Plan recognizes that this is a long-term revitalization strategy focused on implementing an entrepreneurial environment in which District products and services meet local demands and attract new residents and businesses to the area.

To achieve these objectives, the specific goals of the DDA include, but are not limited to the following:

1. Work with private entities, developers and property owners to promote positive investment in the District.
2. Work with business owners, and business entrepreneurs to promote retail growth, new job growth and other uses in the District.
3. Identify and help form collaborative public/private partnerships that promote economic growth in ways that honor and sustain strong community values.
4. Implement key elements of Loveland's approved infrastructure plan.
5. Increase residential and employment density as catalysts for enriching life for residents and visitors alike.
6. Assist emerging and existing businesses in navigating various local, county, and state regulations and taxing policies.
7. Identify and establish a communications process with current business and property owners within the District.
8. Establish multiple communication forums with emphasis on email, social media, and newspaper.
9. Work with Loveland in evaluating and potentially implementing a "One Stop" approach to Downtown development including identifying a potential organizational structure therefor.
10. Improve the visual attractiveness of the District including but not limited to façade renovations, public streets, alleys, curbs, gutters, sidewalks, lighting along with street furniture and landscaping.
11. Underground the utility systems.
12. Promote a diversity of activities in the District.

13. Promote and encourage the renovation and reuse of vacant and deteriorated structures within the District.
14. Encourage the creation and continuation of public events within the District.
15. Promote and market the District.
16. Promote Loveland's unique identity as a destination for arts and culture.

Plan of Development Projects

A. Plan projects may include public facilities and other improvements to public or private property of all kinds consistent with the priorities of the DDA by all means permitted by federal, state and local laws and regulations, **including but not limited to**, land assemblage, demolition, removal, site preparation, construction, renovation, repair, remodeling, reconstruction purchase of property interests, rehabilitating, equipping, selling and leasing in connection with such public and private improvements.

Summary of Total Estimated Project Costs

Projects	City/DDA	Other Public/Non-Profit	Private
Redevelopment Projects	\$31,537,500	\$21,000,000	\$154,800,000
Infrastructure	\$27,144,000		
Other	\$2,000,000		
TOTAL ALL PROJECTS	\$60,681,500	\$21,000,000	\$154,800,000

*All costs and funding contributions identified in the Plan as either City, DDA, Public/Non-Profit or Private are estimates only recognizing the Plan of Development is a 25 to 30 year plan for improvements in the downtown.

- A. Descriptions of specific development projects that have been conceptually identified as potential key downtown **redevelopment projects** including, but not limited to, the following:

PLAN OF DEVELOPMENT PROJECTS				
PROJECT	CITY/DDA FUNDING	OTHER PUBLIC FUNDING	PRIVATE	DESCRIPTION
Redevelopment Projects				
The Foundry 1st to 3rd (Lincoln to Cleveland)	\$17,100,000	\$15,000,000	\$45,000,000	Amount includes the estimate on land plus the cost of redevelopment. Costs assume a parking structure, civic plaza and other public improvements. Other public funding may include Metro/Special Districts.
5th & Cleveland (Banner Medical Building & Retail Shop)	\$2,000,000		\$20,000,000	Assumes acquisition, demolition and redevelopment of medical office and retail buildings. Also assume public & public related improvements.
201 E 5th Street (Reporter Herald Building)	\$100,000		\$1,000,000	Assumes redevelopment and public & public related and façade improvements.
4th & Lincoln (Heartland Corner)	\$1,850,000		\$9,000,000	Assumes acquisition, demolition and redevelopment of site. Public & public-related and façade improvements. Project may include metro/special districts.

Redevelopment Projects (con't)

Loveland Hotel	\$200,000	\$200,000	\$2,000,000	Estimates are for building improvements, public & public related and façade improvements, assumes historic grant funding if available.
Feed & Grain	\$31,250	\$2,300,000	\$2,000,000	Assumes historic/economic development grants; private investment, and façade improvements.
Safeway Redevelopment	\$3,000,000	\$-	\$30,000,000	Requires further investigation
Railroad Site	\$1,500,000	\$-	\$15,000,000	Land at 7th & Garfield
Banner Building - 320 N Cleveland	\$500,000		\$5,000,000	Redevelopment of entire corner
Project Cost Escalation (20%)	\$5,256,250	\$3,500,000	\$25,800,000	
Sub-Total Redevelopment	\$31,537,500	\$21,000,000	\$154,800,000	

- B. Descriptions of specific potential public facilities and improvements that have been conceptually identified to complement private developments including, but not limited to, the following:

PLAN OF DEVELOPMENT PROJECTS				
PROJECT	CITY/DDA FUNDING	OTHER PUBLIC FUNDING	PRIVATE	DESCRIPTION
Infrastructure Projects				
4th Street / Phase 1-3 blocks	\$5,860,000			(2009 HIP Streets Master Plan) 4th Street from Railroad to Jefferson
4th Street / Additional 2 blocks	\$2,500,000			(2009 HIP Streets Master Plan) - 4th Street to Garfield and Washington
3rd Street	\$2,250,000			(2009 Hip Streets Master Plan) 3rd Street west of Cleveland to Feed and Grain
5th Street	\$3,010,000			(2009 HIP Streets Master Plan) 5th Street from Lincoln to Railroad
Power (electric utilities)	\$5,000,000			Estimates are for \$300,000 per block to underground the power
Railroad Avenue - 1st to 5th	\$4,000,000			May include connectivity with the trail system.
Cost Escalation (20%)	\$4,524,000			Estimates were completed in 2009, the number is 20 percent of the cost of the street/streetscape improvements
Sub-Total Infrastructure	\$27,144,000			

C. **Other specific development projects and public facilities** currently contemplated are as follows:

PLAN OF DEVELOPMENT PROJECTS				
PROJECT	CITY/DDA FUNDING	OTHER PUBLIC FUNDING	PRIVATE	DESCRIPTION
Other Projects				
Trail Expansion / Bike-Pedestrian	\$1,000,000			
Railroad Quiet Zones	\$1,000,000	\$2,000,000		Includes four rail crossings located at 1st, 4th, 6th & 7th Streets
Sub-Total Other	\$2,000,000	\$2,000,000		

The DDA also may seek to support other projects not directly identified above including, but not limited to, the following:

1. Beautification programs;
2. Pedestrian facilities and circulation improvements;
3. Parking that is not otherwise included within specific projects (i.e., The Foundry); and
4. Downtown hotel or other convention facilities built in conjunction with a private development.

Strategic Downtown Plan

The DDA, acting in coordination with the Loveland Downtown Partnership and the City of Loveland, will need to establish short and long-term priorities based on adopted strategic plans and identified development projects as such plans and projects evolve. The current plans, which are referenced below and attached as Appendices II through V to this Plan, are as follows:

Appendix II: *A Strategic Plan for Revitalizing Downtown Loveland (2014)*

The plan, adopted by the Loveland City Council and the Loveland Downtown Partnership, provides the comprehensive outline for short and long-term success in Downtown Loveland.

A Strategic Plan for Revitalizing Downtown Loveland is driven by the following principles:

1. We are committed to a process driven by community stakeholders and supported by the City of Loveland.
2. We are committed to a long-term revitalization strategy (25-30 yrs.) that combines immediate action to improve communications and marketing with an ongoing responsibility to maintain and improve the downtown infrastructure.
3. We are committed to shaping policies and procedures that provide adequate flexibility for the organization to respond quickly and effectively to changing conditions at the local, state, national, and/or international levels.
4. We are committed to implementing an entrepreneurial environment in which Downtown products and services meet local demands and attract new residents and businesses to the area.
5. We are committed to shaping collaborative public/private partnerships that promote economic growth in ways that honor and sustain strong community values.

Appendix III: *Downtown Vision Book (2010)*

The purpose of the Downtown Vision Book is to highlight catalyst projects, and describe the context, character and the opportunity for revitalization. In addition, the Downtown Vision Book identifies ideas, opportunities and strategies to further benefit Downtown Loveland. The Private-Public projects are designed to capture not only the value of public participation, but to be a catalyst for private investment, enhanced connections and enrichment of the community experience for residents, businesses and visitors alike.

Appendix IV: *Destination Downtown: HIP Streets Master Plan (Infrastructure Plan) (2010) – to be updated in 2017.*

The Infrastructure Plan was completed in 2010, and highlights the streetscape, utility and other public infrastructure improvements in Downtown Loveland.

Appendix V: *Downtown Strategic Plan – Amendment to the City’s Comprehensive Plan (2009) /Create Loveland, City of Loveland Comprehensive Plan, adopted in June 2016.*

The Downtown Strategic Plan, adopted by the Loveland City Council as an amendment to the Comprehensive Plan, was the basis for the effort by the City and the Loveland Downtown Team to revitalize the Downtown.

Methods of Financing Projects and Commitment of Funds

In order to finance the projects and purposes of the DDA, the following financial sources and commitment of funds are authorized:

Methods of Financing Projects - The DDA is permitted to receive and utilize the following funding sources:

- A. Proceeds of bonds, loans or advances to, or indebtedness incurred by the City of Loveland secured by the pledge of the following tax revenues for the maximum period of time authorized by C.R.S. § 31-25-807(3):
 - 1. Property Tax Increment: All of that portion of property taxes in excess of such taxes which are produced by the levy at the rate fixed each year by or for any public body upon the valuation for assessment of taxable property within the boundaries of the District last certified prior to the effective date of approval by the City Council of Loveland of this Plan or, as to an area later added to the boundaries of the District, the effective date of the modification of this Plan.
 - 2. Municipal Sales Tax Increment: All of that portion of municipal sales tax in excess of such taxes collected within the boundaries of the District for the twelve-month period ending on the last day of the month prior to the effective date of approval by the City Council of Loveland of this Plan. For purposes of calculating the amount of municipal sales tax, "municipal sales tax" shall be as defined in Section 3.16.010 and Section 3.16.020A of the Loveland Municipal Code.
 - a. Municipal sales tax or property tax increment revenues that are obligated to be paid in accordance with the specific terms and conditions of any economic incentive agreement or financing plan committing said revenues in effect as of the approval date of this Plan shall be deducted from those sales or property tax increment revenues available for use for other approved DDA projects until said obligations are legally terminated.
 - 3. Other Sources: Such other sources of revenue for repayment of bonds, loans, advances or other indebtedness of Loveland as may be authorized by law.

All such taxes described in this Paragraph A shall be adjusted, collected, allocated and used as set forth in C.R.S. § 31-25-807(3), as amended from time to time.

- B. Membership fees;
- C. Private contributions;
- D. Proceeds of loans to the DDA;
- E. Fees and other charges imposed in connection with projects undertaken by the DDA;

- F. Grants and other funds made available by public agencies and other entities;
- G. All types of bond issues, including industrial development revenue and special assessment bonds;
and
- H. All such other sources and methods as may be authorized by law from time to time, including but not limited to, C.R.S. § 31-25-801, *et seq.*

Commitment of Funds - Certain DDA eligible funds have been, or may be, committed to the following financial obligations.

- a. On January 27, 2015, the City of Loveland and Thornton Long Term Investments, L.L.C. entered into that certain Agreement for City Incentive, Fee Waiver, and Construction Materials Use Tax Waiver with Thornton Long Term Investments, L.L.C. for a Sprouts Farmers Market (the “Agreement”). Pursuant to the Agreement, a \$2,200,000 incentive was provided by the City of Loveland which is to be repaid at a rate of three percent (3%) interest, amortized over a ten (10) year period, in accordance with the terms and conditions of the Agreement.
- b. On March 14, 2017, the City of Loveland entered into those certain Certificates of Participation (the “COPs”) for the purpose of financing the construction costs of a parking structure and other public improvements associated with the Foundry development located north of 1st Street and south of Backstage Alley between Lincoln Avenue and Cleveland Avenue. Currently, tax increment revenue attributable to the Loveland Urban Renewal Authority (“LURA”) is intended to repay the COPs. It is anticipated that, assuming voter approval of the debt questions presented at the November 7, 2017 election, the LURA may be dissolved and the DDA will utilize both sales and property tax increment revenue generated from the development as provided above to assist with the repayment of the COPs.

Appendices

Appendix I: *Legal Description of Downtown Development District*

Beginning at the point of intersection of the south right-of-way (ROW) line of E. 4th Street and the east ROW line of N. Washington Avenue;

Thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 3rd Street;

Thence continuing southerly to the point of intersection of the south ROW line of E. 3rd Street and the east ROW line of N. Washington Avenue;

Thence continuing southerly along said east ROW line to its point of intersection with the north ROW line of E. 1st Street;

Thence southwesterly to the point of intersection of the south ROW line of E. 1st Street and the east ROW line of S. Washington Avenue;

Thence westerly to the point of intersection with the south ROW line of E. 1st Street and the west ROW line of S. Washington Avenue;

Thence westerly along said south ROW line of E. 1st Street to the point of intersection of the east ROW line of South Jefferson Avenue and the south ROW line of E. 1st Street;

Thence southerly along said east ROW line of South Jefferson Avenue to the point of intersection of the north ROW line of 3rd Street S.E. and the east ROW line of South Jefferson Avenue,

Thence southerly along the east ROW line extended of South Jefferson Avenue to the point of intersection of the south ROW line of 3rd Street S.E.;

Thence continuing westerly along said south ROW line to its point of intersection with the east ROW line of S. Lincoln Avenue;

Thence southerly along said east ROW line to its point of intersection with the north line extended of the 5th Street S.E. ROW;

Thence continuing southerly along said east ROW line to its point of intersection with the south line of the 5th Street S.E. ROW line;

Thence southerly along said east ROW line to its point of intersection with the north line of the 8th Street S.E. ROW;

Thence continuing southerly along said east ROW line to its point of intersection with the south line of the 8th Street S.E. ROW;

Thence westerly along the south line extended of the 8th Street S.E. ROW to the west line of the S. Lincoln Avenue ROW;

Thence northerly along the west ROW line of S. Lincoln Avenue to its point of intersection with the southwest line of the S. Cleveland Avenue ROW;

Thence continuing northwesterly along said southwest ROW line to its point of intersection with the south line of the 5th Street S.E. ROW;

Thence northerly along the west line of the S. Cleveland Avenue ROW to its point of intersection with the north line of the 5th Street S.E. ROW;

Thence continuing northerly along said west ROW line of S. Cleveland Avenue to its intersection with the north bank of the Farmer's Ditch;

Thence northwesterly along said bank to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad and the south line of Henrikson Addition;

Thence continuing northwesterly along said south line to the southwest corner of Henrikson Addition;

Thence northerly along the west line of said Henrikson Addition to its point of intersection with the south ROW line of 2nd Street S.W.;

Thence westerly along said south ROW line to the NW corner of Mill First Addition;

Thence northerly perpendicular to said ROW line to a point on the south line of Mill Second Addition;

Thence westerly along said south line to the SW corner of Mill Second Addition;

Thence northerly and easterly along the west line of said Mill Second Addition to the NW corner thereof;

Thence easterly and southerly along the north line of Mill Second Addition to the NE corner thereof;

Thence northeasterly to the SE corner of Riverside Addition;

Thence northerly along the east line of Riverside Addition to its point of intersection with the south ROW line of W. 1st Street;

Thence continuing northwesterly to the point of intersection of the north ROW line of W. 1st Street and the west ROW line of the N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 2nd Street;

Thence continuing northerly to the point of intersection of the north ROW line of W. 2nd Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 3rd Street;

Thence continuing northerly to the point of intersection of the north ROW line of W. 3rd Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly to the point of intersection of the south ROW line of the alley between W. 3rd Street and W. 4th Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 4th Street;

Thence continuing northerly to the point of intersection of the north ROW line of W. 4th Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 4th Street and W. 5th Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 5th Street;

Thence continuing northerly to the point of intersection of the north ROW line of W. 5th Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 6th Street;

Thence continuing northerly to the point of intersection of the north ROW line of W. 6th Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 7th Street;

Thence continuing northerly to the point of intersection of the north ROW line of W. 7th Street and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line its point of intersection with the south ROW line of the alley between W. 7th Street and W. 8th Street;

Thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 8th Street;

Thence southeasterly to the point of intersection of the east ROW line of N. Garfield Avenue and the north ROW line of W. 8th Street, which is the southwest corner of lot 14 of Block 3 of the original Loveland town plat;

Thence easterly along said north ROW line of W. 8th Street to the southeast corner of lot 10 of Block 3 of the original Loveland town plat;

Thence northerly along the east property line of said lot 10 to a point of intersection with the south boundary of lot 19 of block 5 of the Amended Plat of Lakeside Addition;

Thence easterly to the southeast corner of lot 19 of block 5 of the Amended Plat of Lakeside Addition;

Thence northeasterly to a point along said east boundary of the Amended Plat of Lakeside Addition located 50 feet north of the south lot line of lot 17 of the Amended Plat of Lakeside Addition;

Thence west to the southeast corner of the Lakeside 9th Subdivision;

Thence northeasterly along the east boundary of the Lakeside 9th Subdivision to the northeast corner of the Lakeside 9th Subdivision;

Thence easterly along the south boundary to the southeast corner of the Lakeside 9th Subdivision;

Thence easterly along the south boundary line of lot 16 of Block 5 of the Amended Plat of Lakeside Addition to the southeast corner of said lot 16;

Thence northeasterly to the northeast corner of said lot 16 of Block 5 of the Amended Plat of Lakeside Addition;

Thence northeasterly along the east boundary of the Amended Plat of Lakeside Addition to the intersection of the south ROW line of W. 10th Street;

Thence northeasterly to a point of intersection of the north ROW line of W. 10th Street and the west ROW line of the Burlington Northern/Santa Fe Railroad;

Thence northeasterly to the point of intersection of the north ROW line of E. 10th Street and the east ROW line of Bartholf Court;

Thence easterly along the north ROW line of E. 10th Street to the intersection of the west ROW line of N. Cleveland Avenue and the north ROW line of E. 10th Street;

Thence northerly along the west ROW line of N. Cleveland Avenue to its point of intersection with the south line of the Little Barnes Ditch;

Thence continuing northerly to the point of intersection of the north line of the Little Barnes Ditch and the west ROW line of N. Cleveland Avenue;

Thence southwesterly along the north line of the Little Barnes Ditch to a point 75 feet west of the west ROW line N. Cleveland Avenue;

Thence northerly to the point on the south ROW line of E. 11th Street, 75 feet west of the west ROW line of N. Cleveland Avenue;

Thence northwesterly to the point of intersection of the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue and the north ROW line of E. 11th Street;

Thence northerly along said west alley ROW line to its point of intersection with the south ROW line of the alley between E. 11th Street and E. 12th Street;

Thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 11th Street and E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue;

Thence continuing northerly along said west alley ROW line to its point of intersection with the south ROW line of E. 12th Street;

Thence continuing northerly to the point of intersection of the north ROW line of E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue;

Thence continuing northerly along said west alley ROW line to its point of intersection with the south ROW line of the alley between E. 12th Street and E. 13th Street;

Thence easterly to the point of intersection of the east ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue and the midpoint of the westerly Lot line of Lot 8 of Block 5 of Loveland Heights Addition;

Thence easterly through the east-west centerline of said Lot 8, to a point of intersection of west ROW line of N. Cleveland Avenue and the midpoint of the easterly lot line of Lot 8 of Block 5 of Loveland Heights Addition;

Thence continuing northerly along the west ROW line of N. Cleveland Avenue to the northeast corner of Lot 10 of Block 5 of Loveland Heights Addition;

Thence westerly along the north property line of said Lot 10 to the point of intersection of the east ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue and the northwest corner of Lot 10, Block 5 of Loveland Heights Addition;

Thence westerly across said alley ROW along the north property line extended of Lot 10, Block 5 of Loveland Heights Addition to its intersection with the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 13th Street;

Thence continuing northerly to the point of intersection of the north ROW line of E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue;

Thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 13th Street and E. Eisenhower Boulevard;

Thence continuing northerly to the point of intersection of the north ROW line of said alley between E. 13th Street and E. Eisenhower Boulevard and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue;

Thence continuing northerly along said west ROW line to the point of intersection of the east line of Lot 21, Block 4, Loveland Heights Addition and the south line of the vacated alley ROW;

Thence easterly along said south line to the centerline of the vacated alley ROW;

Thence northerly along said centerline to its point of intersection with the south ROW line of E. Eisenhower Boulevard;

Thence continuing northerly along the west line extended of said Lots to its point of intersection with the centerline of E. Eisenhower Avenue;

Thence westerly along said centerline, to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad;

Thence northwesterly along said west ROW line to its point of intersection with the north line extended of the E. 15th Street ROW;

Thence easterly along said north line extended to its point of intersection with the west ROW line of Jackson Avenue;

Thence easterly along said north line extended of the East 15th Street ROW to its point of intersection with the east ROW line of Jackson Avenue;

Thence continuing easterly along the north ROW of E. 15th Street to its point of intersection with the east ROW line of the alley between Jackson Avenue and N. Cleveland Avenue;

Thence northerly along said east ROW of the alley to a point at the intersection of the said east ROW of the alley and the southwest corner of lot 8 of the Capitol Hill Addition;

Thence easterly along the south lot line of lot 8 of the Capitol Hill Addition to the intersection of the west ROW line of N. Cleveland Avenue and the south lot line of said lot 8;

Thence southerly along the west ROW line of N. Cleveland Avenue to the point of intersection of the north ROW line of E. 15th Street and the west ROW line of N. Cleveland Avenue;

Thence easterly to the intersection of the north ROW line of E. 15th Street and the east ROW line of N. Cleveland Avenue;

Thence easterly along the north ROW line of E. 15th Street to a point at the intersection of the west ROW line of the alley between N. Cleveland Avenue and N. Lincoln Avenue;

Thence northerly along the west ROW line of said alley to a point of intersection of the south ROW line of E. 16th Street and the alley between N. Cleveland Avenue and N. Lincoln Avenue;

Thence northerly to a point of intersection of the north ROW line of E. 16th Street, and the west ROW line of the alley between N. Cleveland Avenue and N. Lincoln Avenue;

Thence northerly along the west ROW line of said alley to the northeast corner of Lot 6 of Cleveland of North End Addition;

Thence westerly along the north boundary of lot 6 of the Cleveland of North End Addition to the northwest corner of said Lot 6;

Thence northwesterly to the point of intersection of the west ROW line of N. Cleveland Avenue and the southern property line of the Loveland Burial Park Cemetery;

Thence easterly along said southern property line to its point of intersection with the west ROW line of N. Cleveland Avenue;

Thence northeasterly along the northwestern ROW line of N. Cleveland Avenue to its point of intersection with the west ROW line of N. Lincoln Avenue;

Thence northerly along said west ROW line to its point of intersection with the south line extended of the E. 20th Street ROW;

Thence easterly along said south line extended to its intersection with the east ROW line of N. Lincoln Avenue;

Thence southerly along said east ROW line to its point of intersection with the south boundary line of the Stephenson 1st Subdivision;

Thence easterly along said south boundary line to its point of intersection with the west boundary of the Conger Subdivision of the North End Addition;

Thence southerly along said west boundary line to its intersection with the south boundary of the Conger Subdivision of the North End Addition;

Thence easterly along said south boundary to its intersection with the west boundary line of the Grandview Subdivision of North End Addition;

Thence southerly along said west boundary line to its intersection with the north ROW line of E. 16th Street;

Thence southerly along said west boundary line to its intersection with the south ROW line of E. 16th Street;

Thence westerly along the south ROW line of E. 16th Street to the point of intersection of the south ROW line of E. 16th Street and the west ROW line of N. Jefferson Avenue;

Thence westerly along the south ROW line of E. 16th Street to the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue;

Thence southerly along the east ROW line of said alley to a point at the intersection of the Turney Briggs 2nd Subdivision and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue;

Thence easterly along the north boundary of Turney Briggs 2nd Subdivision to the intersection of the northeast corner of the Turney Briggs 2nd Subdivision and the west ROW line of N. Jefferson Avenue;

Thence easterly across N. Jefferson Avenue to the intersection of the east ROW line of N. Jefferson Avenue and the southwest corner of Lot 29, Block 3 of Turney Briggs Addition;

Thence southerly along said east ROW line of N. Jefferson Avenue to its point of intersection with the north ROW line of E. Eisenhower Blvd.;

Thence southerly along said east ROW line to its point of intersection with the south ROW line of E. Eisenhower Blvd.;

Thence continuing southerly along said east ROW line to its point of intersection with the south boundary line extended of the WARNOCK ADD AMD L1-4 35-39 & POR L40 & VACATED ALLEY Subdivision;

Thence westerly along said south boundary line extended to its intersection with the west ROW line of N. Jefferson Avenue;

Thence westerly along said south boundary line to its point of intersection with the west ROW line extended of the alley between N. Lincoln Avenue and N. Jefferson Avenue;

Thence southerly along said west alley ROW line to its point of intersection with the north ROW line of E. 13th Street;

Thence continuing southerly to the point of intersection of said west alley ROW line and the south ROW line of E. 13th Street;

Thence continuing southerly along said west alley ROW line to its point of intersection with north bank of the Big Lateral Ditch;

Thence northwesterly along north bank of said ditch to its intersection with the east ROW line of N. Lincoln Avenue;

Thence southerly along the east ROW line of N. Lincoln Avenue to a point 50 feet north of the southwest corner of Lot 6, Block 1 of the McKee Meadows Addition;

Thence easterly along a line 50 feet north of the southern property line of said Lot 6, Block 1 to its intersection with the west ROW line of the alley between N. Lincoln Avenue and N. Jefferson Avenue;

Thence continuing southerly along said west alley line to its point of intersection with the north ROW line of E. 12th Street;

Thence continuing southerly to the point of intersection of said west alley line with the south ROW line of E. 12th Street;

Thence continuing southerly along said west alley ROW line to its point of intersection with the north line of Lot 17, Block 2 of the McKee Meadows Addition;

Thence continuing westerly along north line of said Lot 17 to its point of intersection with the east ROW line of N. Lincoln Avenue;

Thence continuing southerly along the east ROW line of N. Lincoln Avenue to its point of intersection with the centerline of the alley ROW vacated via Ordinance 3317 and recorded at Reception Number 86051452 adjoining Block 2, Lincoln Place Addition;

Thence easterly along the centerline of said vacated alley to its point of intersection with the east line of Lot 10, Block 2, Lincoln Place Addition;

Thence southerly along said east line 20 feet to a point; Thence westerly perpendicular to said east line to a point on the east line of Lot 11, Block 2, Lincoln Place Addition;

Thence southerly along the east line of said Lot 11 to its point of intersection with the north ROW line of E. 11th Street;

Thence continuing southerly to the point of intersection of the east line of Lot 11, Block 3, Lincoln Place Addition and the south ROW line of E. 11th Street;

Thence westerly along said south ROW line to its point of intersection with the east line of Lot 13, Block 3, Lincoln Place Addition;

Thence southerly along said east line to its point of intersection with the north ROW line of the Great Western/Omni Railroad;

Thence easterly along said north ROW line to its point of intersection with the east line of Lot 10, Block 3, Lincoln Place Addition;

Thence southwestwesterly to the point of intersection of the east line of Lot 2, Block 5, Orchard Park Addition and the south ROW line of said Railroad;

Thence continuing southerly along the east line of said Lot 2 to the NE corner of Lot 1, Block 5, Orchard Park;

Thence continuing south along the east line of said Lot 1 to its point of intersection with the north ROW line of E. 10th Street;

Thence southwestwesterly to the point of intersection of the south ROW line of E. 10th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue;

Thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 8th Street;
Thence continuing southerly to the point of intersection of the south ROW line of E. 8th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue;
Thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 8th Street and E. 7th Street;
Thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Jefferson Avenue;
Thence continuing easterly to the point of intersection of said north ROW line and the east ROW line of N. Jefferson Avenue;
Thence southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue;
Thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 7th Street;
Thence continuing southerly to the point of intersection of the south ROW line of E. 7th Street and the east ROW line of E. Jefferson Avenue;
Thence continuing southerly along said east line to its point of intersection with the north ROW line of the alley between E. 7th Street and E. 6th Street;
Thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue;
Thence continuing southerly along said east line to its point intersection with the north ROW line of E. 6th Avenue;
Thence easterly along said north line to its point intersection with the west ROW line of N. Washington Avenue;
Thence continuing easterly to the point intersection of the north ROW line of E. 6th Avenue and the east ROW line of N. Washington Avenue;
Thence southerly to the point of intersection of the south ROW line of E. 6th Avenue and the east ROW line of N. Washington Avenue;
Thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 6th Street and E. 5th Street;
Thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Washington Avenue;
Thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 5th Street;
Thence southeasterly across E. 5th Street to the intersection of the south ROW line of E. 5th Street and the northeast corner of Harris Subdivision;
Thence southerly along the east boundary of Harris Subdivision to the north ROW line of the alley between E. 5th Street and E. 4th Street;
Thence southeasterly across said alley to a point along the south ROW line of the alley between E. 5th Street and E. 4th Street at 100 feet west of the N. Washington ROW;
Thence southerly to the northeast corner of Lot 2 of Block 1 of Everett's Eighth Subdivision;
Thence westerly along the north boundary of said lot 2 to the northwest corner of Lot 2 of Block 1 of Everett's Eighth Subdivision;
Thence southerly along the west boundary of said Lot 2 to the north ROW line of E. 4th Street;
Thence southwesterly across E. 4th Street to the Point of Beginning;

And,

Less [County building parcel] LOTS 13 THRU 16, BLK 7, City of Loveland, County of Larimer, State of Colorado; ALSO POR VACATED ALLEY PER BK 1712 PG 733; and [Former Home State Bank parcel] LOTS 1 THRU 8, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Museum parcel] LOTS 19-24, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Vacant Parking Lot parcel] LOTS 1-7, LESS S 25 FT LOTS 1-3 AND LESS S 25 FT OF E 5 FT LOT 4, BLK 13, City of Loveland, County of Larimer, State of Colorado; and [Lincoln Place parcel] The subdivision LINCOLN PLACE COMMUNITY CONDOS, City of Loveland, County of Larimer, State of Colorado (20100069697) in its entirety (formerly known as Block 41 of Finley's Addition, City of Loveland, County of Larimer, State of Colorado); and [Street & Alley ROW] The full right-of-way of East 6th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and All public alley right-of-way within BLK 12, City of Loveland, County of Larimer, State of Colorado; and The full right-of-way of East 5th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the westerly boundary line of the N. Lincoln Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The north half of the street right-of-way of the intersection of East 5th Street and N. Lincoln Avenue, north of the centerline of East 5th Street, City of Loveland, County of Larimer, State of Colorado; and The north half of the right-of-way of East 5th Street north of the centerline of East 5th Street, east of the easterly

boundary of the N. Lincoln Avenue right-of-way, and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The west half of the street right-of-way of N. Jefferson Avenue south of the southerly boundary of East 6th Street, and north of the northerly boundary of E 5th Street, City of Loveland, County of Larimer, State of Colorado.

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City of Loveland, Colorado

Appendix II: *Link to “A Strategic Plan for Revitalizing Downtown Loveland” (2014)*

<http://www.ci.loveland.co.us/modules/showdocument.aspx?documentid=9376>

Appendix III: *Link to Downtown Vision Book (2010)*

<http://www.ci.loveland.co.us/modules/showdocument.aspx?documentid=9378>

Appendix IV: *Link to Destination Downtown: HIP Streets Master Plan (Infrastructure Plan) (2010)*

<http://www.ci.loveland.co.us/modules/showdocument.aspx?documentid=9729>

Appendix V: **Create Loveland, City of Loveland Comprehensive Plan, adopted in June 2016.**

<http://www.cityofloveland.org/home/showdocument?id=33023>