

**AGENDA**  
**LOVELAND CITY COUNCIL STUDY SESSION AND SPECIAL MEETING**  
**TUESDAY, MAY 24, 2016**  
**CITY COUNCIL CHAMBERS**  
**500 EAST THIRD STREET**  
**LOVELAND, COLORADO**

The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) or 970-962-3319.

"La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad al [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) o al 970-962-3319".

**STUDY SESSION 6:30 P.M.**

**STUDY SESSION AGENDA**

1. **ECONOMIC DEVELOPMENT** (presenter: Susan Grafton, 40 min.)  
**GENESIS HOSPITALITY CORP. BUSINESS ASSISTANCE**  
 This is informational item is an initial discussion of a business assistance request on behalf of Genesis Hospitality Corporation (Genesis). The company is looking to expand their current facility with construction of a new manufacturing facility next to their existing plant on Medford Drive. Gunter Preuss, President of Genesis and Erika Hamrick, Controller, will be in attendance to explain the company's expansion plans.
2. **CITY MANAGER** (presenter: Chris Akers, State Demographers Office, 60 min.)  
**POPULATION & ECONOMIC TRANSITIONS FOR NORTHERN CO**  
 This is an information item for the City Council to hear statewide, regional and local economic and demographic trends. The information helps set the context for the development of the 2017 Budget and long-term planning.

**ADJOURN TO SPECIAL MEETING**

**CALL TO ORDER**

**ROLL CALL**

3. **ECONOMIC DEVELOPMENT** (presenter: Mike Scholl, 90 min.)  
**SOUTH CATALYST PROJECT**  
**Public update on the South Catalyst Project and possible Executive Session to provide direction on the negotiation with the Brinkman Partners.**  
 Staff will provide an update on the progress of the South Catalyst project and negotiations with the Brinkman Partners. The update will include revised design schemes and an

The password to the public access wireless network (colquest) is accesswifi

update on the estimated budget. City Council approved an Exclusive Negotiation Agreement (ENA) with the Brinkman Partners in February 2016, and staff has proceeded with negotiations on the design elements and the proposed cost. The City Council may choose to enter into Executive Session to provide direction to staff on the negotiations.

## **ADJOURN**



**AGENDA ITEM:** 1  
**MEETING DATE:** 5/24/2016  
**TO:** City Council  
**FROM:** Susan Grafton, Economic Development Office  
**PRESENTER:** Susan Grafton, Director  
 Erika Hamrick and Gunter Preuss, Genesis Hospitality Corporation




---

**TITLE:**

Business assistance request from Genesis Hospitality Corporation

---

**SUMMARY:**

This informational item is an initial discussion of a business assistance request on behalf of Genesis Hospitality Corporation (Genesis). The company is looking to expand their current facility with construction of a new manufacturing facility next to their existing plant on Medford Drive. Gunter Preuss, President of Genesis and Erika Hamrick, Controller, will be in attendance to explain the company's expansion plans.

---

**BACKGROUND:**

Genesis Hospitality Corporation has approached the City of Loveland about a business assistance package to aid them in expansion of their existing Loveland facility. The third generation family owned business was formed in 1992 and has manufactured their wood products exclusively in Loveland since opening. They provide very high end, innovative architectural wood solutions for both the residential and hospitality markets. Their woodworking capabilities include hand crafted custom cabinetry, passage doors, millwork and beams. In addition to their custom wood products, Genesis offers a full range of professional services such as design, engineering, project management and installation. Customers include: The Broadmoor in Colorado Springs, The Little Nell in Aspen, The Westin in Snowmass Village and The Left Bank Bar in Vail as well as many private residences.

Genesis currently employs 80 people from sales to production craftsman. The employee average annual wage is \$50,000; and, benefits are provided. Total revenue for the company in 2015 was just under \$13 million. In order to meet current and future demands in the markets, Genesis needs more space for operations. They are currently working with a project manager to develop plans and are researching possible locations. Their preference is to build adjacent to their existing facility in Loveland on Medford Drive.

**Project Details:**

- New 64,800 square foot manufacturing facility
  - \$8.5 million construction costs
  - \$3.5 million in new equipment purchases
  - 50 new jobs added over five years, at \$50,000 average annual wage, with benefits provided
  - Permit Fee and Use Tax estimated at \$244,165 (see attached estimate)
  - The Economic Impact Analysis (EIA) yielded an impact to the City of about \$120,000 over a five year period
  - They are considered a primary employer since well over 50% of their goods and services go outside of Loveland
  - Genesis will own the new building along with the existing 45,200 square foot manufacturing facility
-

- Upon research into the background of the company, there are no outstanding or past issues of concern

**Staff recommends the following business assistance:**

Building Permit Fee and Use Tax Waiver	\$100,000
(100% waiver up to a maximum of \$100,000)	

Alternatives

1. Provide More Assistance: As indicated on the attached Permit Estimate, Council could decide to provide additional permit fee waivers or reduction of Impact Fees. With an EIA yield of \$120,000 over 5 years, the \$100,000 waiver seemed an appropriate investment.
2. Provide Less Assistance: A lesser amount could be offered by Council, but as noted the assistance recommended is less than 1% of the total project cost.

**Strategic Alignment:**

Support of the City's small to medium sized companies is key to the growth of Loveland's local economy. Capital investment, exportation of goods and services as well as the addition of new jobs by local business helps to stabilize the local economy. The addition and expansion of manufacturing facilities is also important as the City looks to continue the legacy of manufacturing in Loveland.

**Analysis:**

Staff's support of the business assistance request is based on a positive impact to the City, per the EIA, of roughly \$120,000 over the next five years and the addition of 50 new jobs at an annual wage of \$50,000 plus benefits. The use of fee and use tax waivers is an effective method of providing business expansion assistance without a direct cash outlay. The recommended assistance is less than 1% of the estimated \$12 million in private investment (\$8.5 million construction and \$3.5 million new equipment) by Genesis. This assistance helps indicate the City's support for local businesses.

---

**REVIEWED BY CITY MANAGER:**




---

**LIST OF ATTACHMENTS:**

1. Letter of Request
2. Presentation Slides (for additional information please visit [www.genesishospitalitycorp.com](http://www.genesishospitalitycorp.com))
3. City of Loveland Permit Estimate



genesis hospitality corporation

March 21, 2016

Loveland City Council &  
Marcie Erion  
Economic Development Department  
City of Loveland  
500 E. 3<sup>rd</sup> Street, Suite 300  
Loveland, CO 80537  
(970) 962-2604

Dear Marcie,

Please acknowledge this letter as an official request by Genesis Hospitality Corporation (Formerly Genesis Innovations, LLC) for benefits to assist with the expansion and addition to our manufacturing facility at 4004 Medford Drive in Loveland, CO.

Genesis has been in business since 1992, with its manufacturing facility being in Loveland since the beginning. Genesis is a third generation family owned business that manufactures primarily high-end cabinetry, millwork and doors for both the Residential and Hospitality Markets. Genesis was started in the family barn in 1992 by Gunter and his wife Gloria, along with their two kids Erika (daughter) and Kelsey (son). The company moved to its current location of 4004 Medford Drive in 1995 and employs 80+ people from sales and administrative staff, to designers, engineers and production craftsman. Total revenues for 2015 were just under 13 Million. The family believes that in order to meet the current and future demands of the Market and achieve increased revenues, Genesis needs a larger operational facility.

Citing previous discussion with your office, we respectfully request up to (but not to exceed) \$100,000 of waivers on building permit fees and city use taxes from the City of Loveland to help with the costs of our building addition and expansion at the 4004 Medford Drive location. Our business continues to grow and we are extremely excited about the opportunities ahead with a larger facility allowing us to streamline operations with a more efficient plant layout, ultimately increasing our throughput, capacity and revenues.

We would like to thank the City of Loveland and the City Manager's office for their consideration and support of this project. We look forward to a mutually beneficial relationship in supporting the economic growth and development of our home town.

Sincerely,

Gunter Preuss  
President  
Genesis Hospitality Corporation





# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



## THE BROADMOOR

WEST RENOVATION  
COLORADO SPRINGS, CO







# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



THE  
LITTLE  
NELL

ASPEN, CO







# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



## ELK CAMP RESTAURANT

SNOWMASS MTN., CO



LOVELAND, CO | 970.635.9315 | [WWW.GENESISHOSPITALITYCORP.COM](http://WWW.GENESISHOSPITALITYCORP.COM)





# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



DANCING BEAR  
ASPEN

ASPEN, CO







# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



SHOOTING STAR  
JACKSON HOLE

JACKSON HOLE,  
WYOMING



LOVELAND, CO | 970.635.9315 | [WWW.GENESISHOSPITALITYCORP.COM](http://WWW.GENESISHOSPITALITYCORP.COM)





# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



DENVER, CO



LOVELAND, CO | 970.635.9315 | [WWW.GENESISHOSPITALITYCORP.COM](http://WWW.GENESISHOSPITALITYCORP.COM)





# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



WESTERN SLOPE, CO





# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



*Presidential Suite  
South Beach, Florida*







# GENESIS HOSPITALITY

c o r p o r a t i o n

*Architectural Woodwork & Casegoods Solutions*



PRIVATE  
RESIDENCE

ASPEN, CO



## City of Loveland

<b><u>Permit Estimate</u></b>
-------------------------------

Estimate Addition - Industrial Genesis Hospitality Corporation	Estimate Printed Date:  02/08/2016
--	--

Description	Item Amount	Total Estimate
A02a N-R Bldg PC (New)	\$17,164.19	\$17,164.19
D02b N-R Bldg Permit Fee (New)	\$26,406.45	\$26,406.45
D02c N-R Mech Permit Fee (New)	\$1,581.75	\$1,581.75
D02d N-R Elec Permit Fee (New)	\$1,704.95	\$1,704.95
D02e N-R Plum Permit Fee (New)	\$265.25	\$265.25
D14 City Use Tax		\$100,456.56
	\$100,456.56	
D15 County Open Space Tax	\$8,371.38	\$8,371.38
D16 County Jail Tax	\$5,022.83	\$5,022.83
D17 County Fairgrounds Tax	\$5,022.83	\$5,022.83
D17 County Humane Society Tax	\$3,348.55	\$3,348.55
<b>Sub Total</b>		<b>\$169,344.74</b>
F05 Stormwater Invest Fee Industrial	\$0.00	\$0.00
F44 CEF Ind Fire Protection	\$1,944.00	\$1,944.00
F44 CEF Ind General Government	\$3,888.00	\$3,888.00
F44 CEF Ind Law Enforcement	\$3,240.00	\$3,240.00
F44 CEF Ind Streetl	\$65,448.00	\$65,448.00
F47 Street Insp Non-Res (ea Building)	\$150.00	\$150.00
F49 Stormwater Insp Non-Res (ea Building)	\$150.00	\$150.00
<b>Sub Total</b>		<b>\$74,820.00</b>
		<b>\$244,164.74</b>

**AGENDA ITEM:** 2  
**MEETING DATE:** 5/24/2016  
**TO:** City Council  
**FROM:** City Manager's Office  
**PRESENTER:** Chris Akers, State Demographer's Office



---

**TITLE:**

Loveland Demographics Briefing

---

**SUMMARY:**

This is an information item for the City Council to hear statewide, regional and local economic and demographic trends. The information helps set the context for the development of the 2017 Budget and long-term planning.

---

**BACKGROUND:**

The City Council is in the beginning stages of developing the 2017 Budget. That budget will be put together in the context of economic and demographic trends in the state, the region, and in the community.

Chris Akers of the State Demographer's Office will present information which may be of interest to the Council and influence Budget discussions for the rest of the year.

---

**REVIEWED BY CITY MANAGER:**

A handwritten signature in black ink, reading "William D. Cahill".

---

**LIST OF ATTACHMENTS:**

Powerpoint Presentation





# Population & Economic Trends for Loveland, Larimer & Colorado

Loveland Council Study-Session

May 24, 2016



**COLORADO**  
Department of Local Affairs

Chris Akers - Economist, State Demography Office  
[www.colorado.gov/demography](http://www.colorado.gov/demography)

# LARIMER COUNTY BIG PICTURE 2014-15

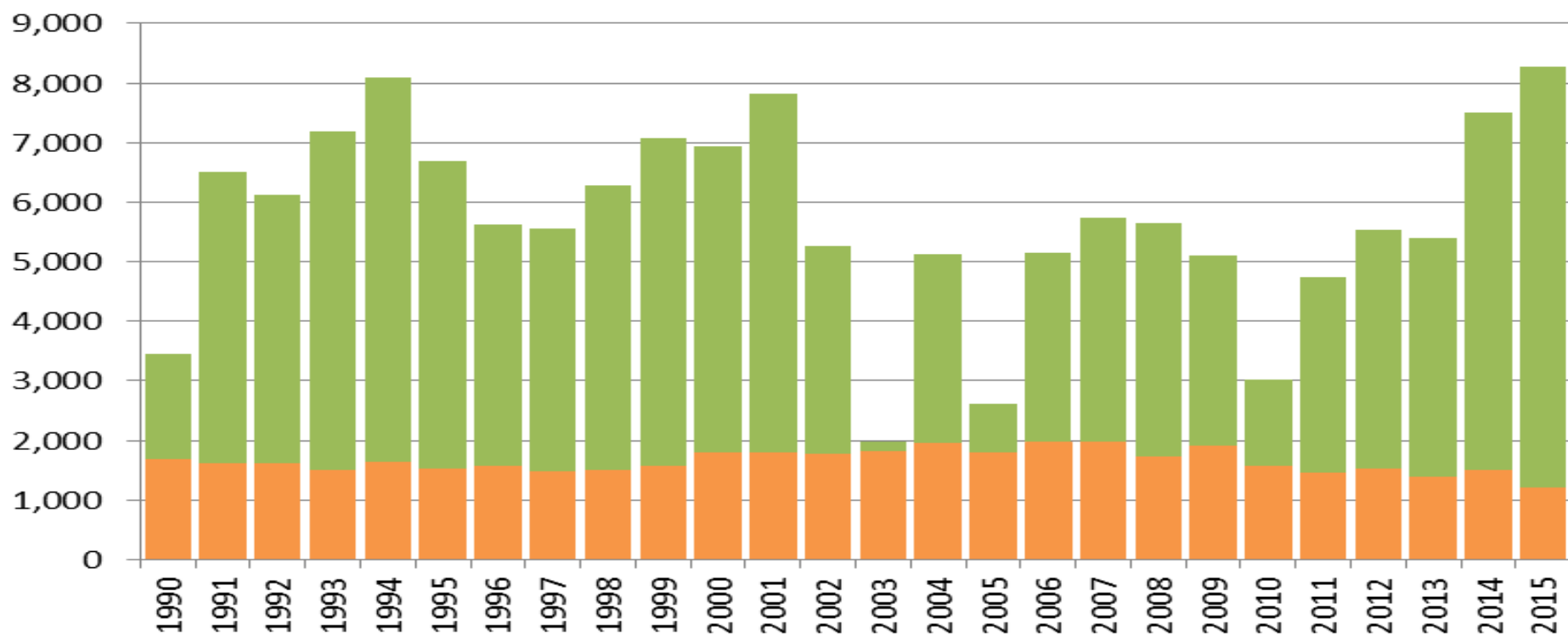
- Larimer County 2015 Pop = 333,557 (6<sup>th</sup> Largest)
- +8,920 - 5<sup>th</sup> in Absolute Change
- Ranked 6<sup>th</sup> fastest 2.75% - Broomfield, Mineral, Weld, Denver, & Sedgwick
- 2<sup>nd</sup> Net Migration +7,058



# Larimer County Components of Change

P. 19

■ Natural Increase    ■ Net Migration



# Net Migration by Age, 2000 to 2010

Source: U.S. Census Bureau and State Demography Office

P. 20



# Population Change

	2010	2011	2012	2013	2014	ABS Change 2010-2014	Pct Change 2010-14
LARIMER COUNTY	300,532	305,066	310,611	316,154	323,863	23,331	7.8%
Berthoud (Part)	5,060	5,093	5,131	5,238	5,647	587	11.6%
Estes Park	5,880	5,933	6,008	6,063	6,197	317	5.4%
Fort Collins	144,416	145,832	148,885	151,917	154,570	10,154	7.0%
Johnstown (Part)	542	564	596	646	715	173	31.9%
Loveland	67,046	69,145	70,124	70,989	72,983	5,937	8.9%
Timnath	626	791	1,153	1,519	1,977	1,351	215.8%
Unincorp. Area	66,050	66,578	67,228	67,580	68,981	2,931	4.4%
Wellington	6,311	6,377	6,479	6,687	7,189	878	13.9%
Windsor (Part)	4,601	4,753	5,007	5,515	5,604	1,003	21.8%

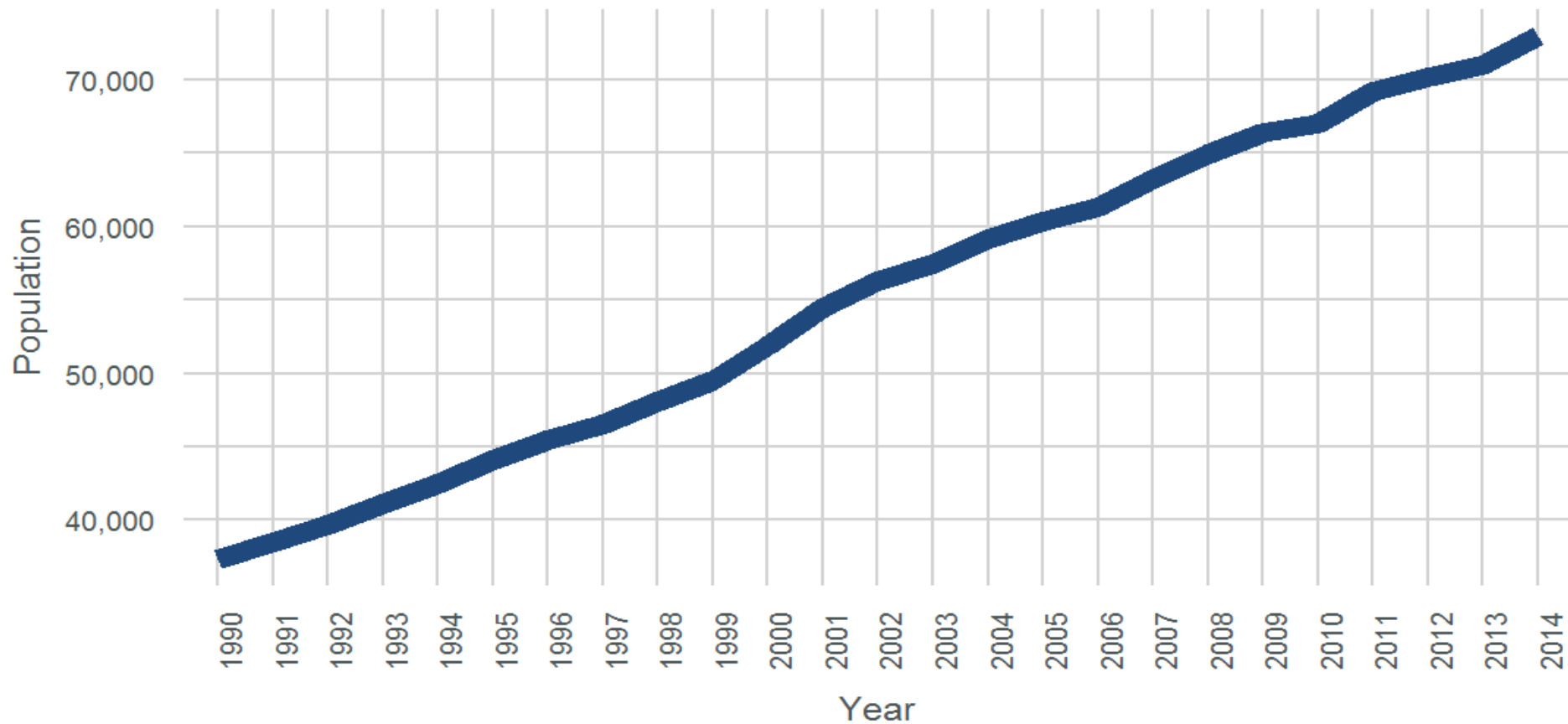
# Forecast for Larimer

P. 22

		Colorado	Larimer	Weld
	July, 2010	5,050,289	300,532	254,230
	July, 2015	5,443,612	329,559	286,576
	July, 2020	5,935,920	360,434	340,265
	July, 2025	6,454,860	393,517	401,866
	July, 2030	6,970,651	424,882	466,717
	July, 2035	7,462,182	454,593	535,889
	July, 2040	7,925,230	483,322	605,605
Ann. Growth	10-15	1.51%	1.86%	2.42%
	15-20	1.75%	1.81%	3.49%
	20-25	1.69%	1.77%	3.38%
	25-30	1.55%	1.55%	3.04%
	30-35	1.37%	1.36%	2.80%
	35-40	1.21%	1.23%	2.48%
	40-45	0.98%	1.20%	2.09%
	45-50	0.86%	1.11%	1.91%

# Loveland Population, 1990 to 2014

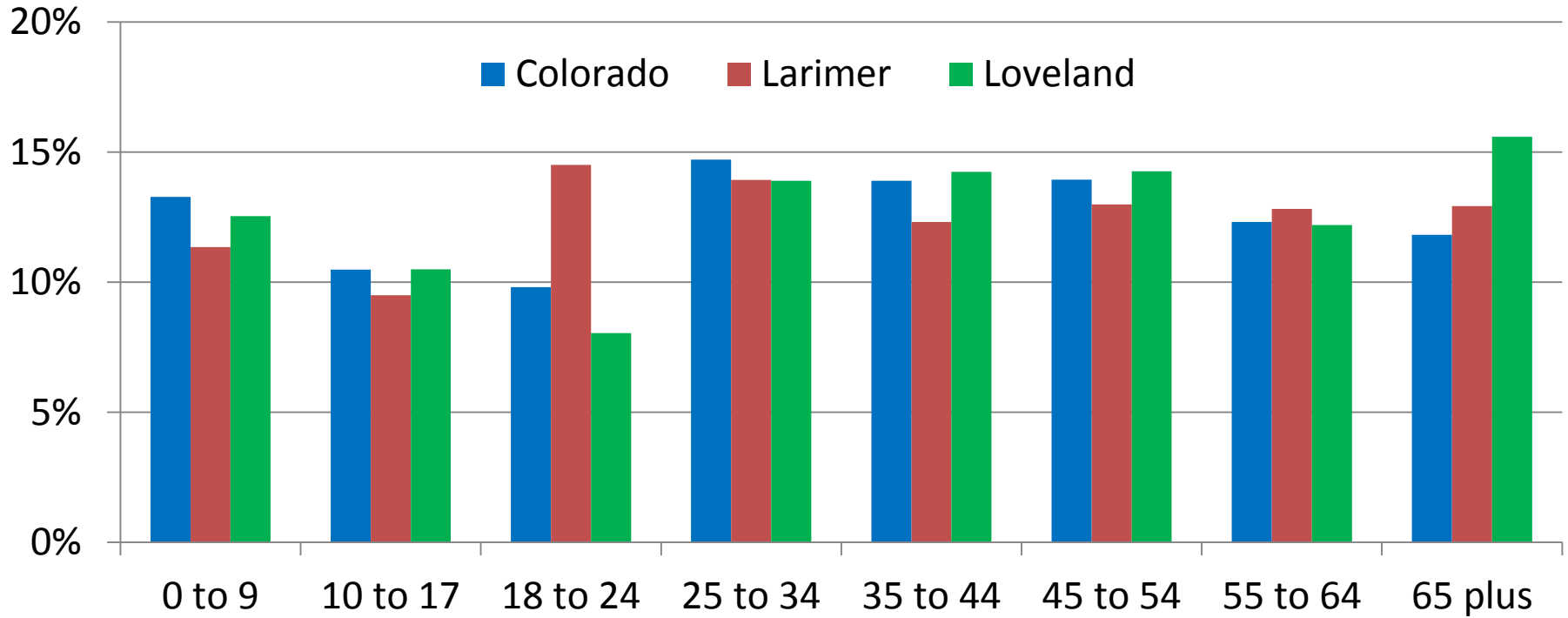
P. 23



# Population Share by Age

## ACS 2010-14

P. 24

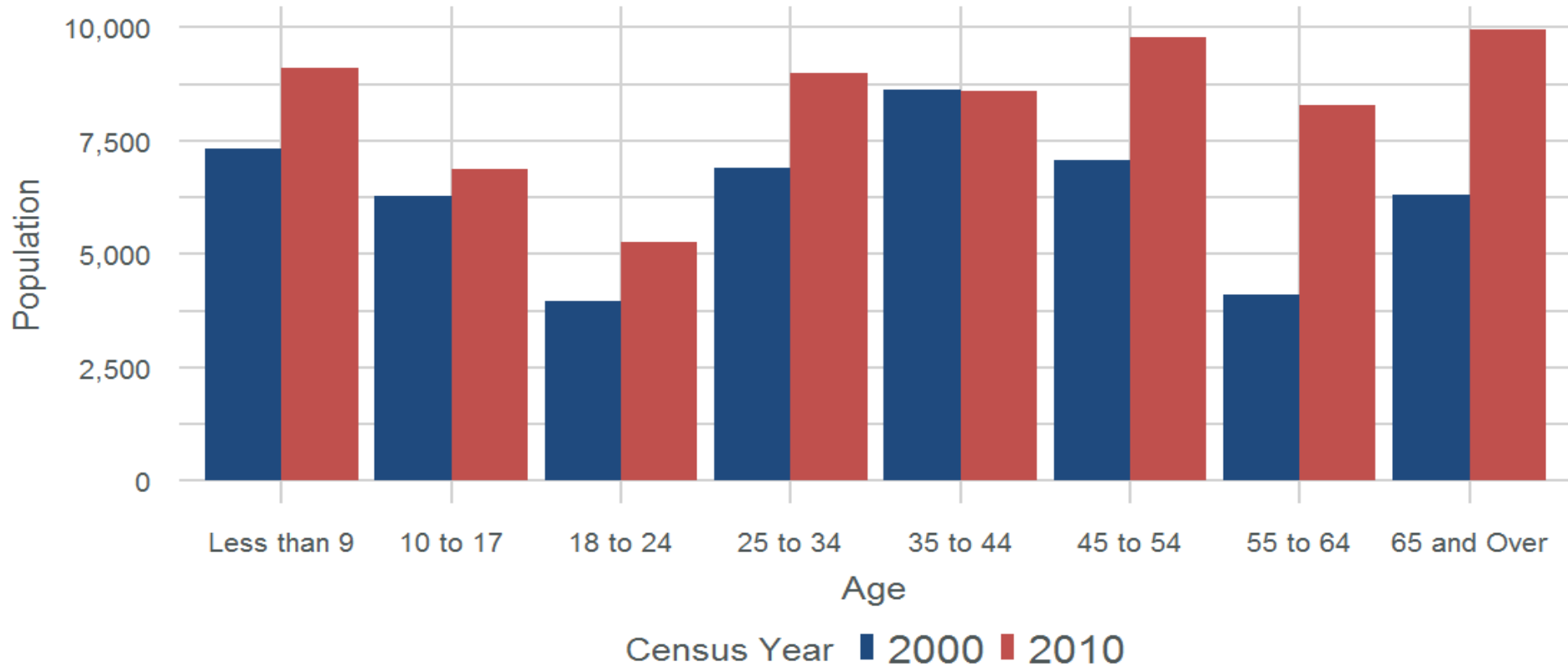


Source: American Community Survey- 5-year estimates

# Loveland City Population by Age

Source: U.S. Census Bureau

P. 25

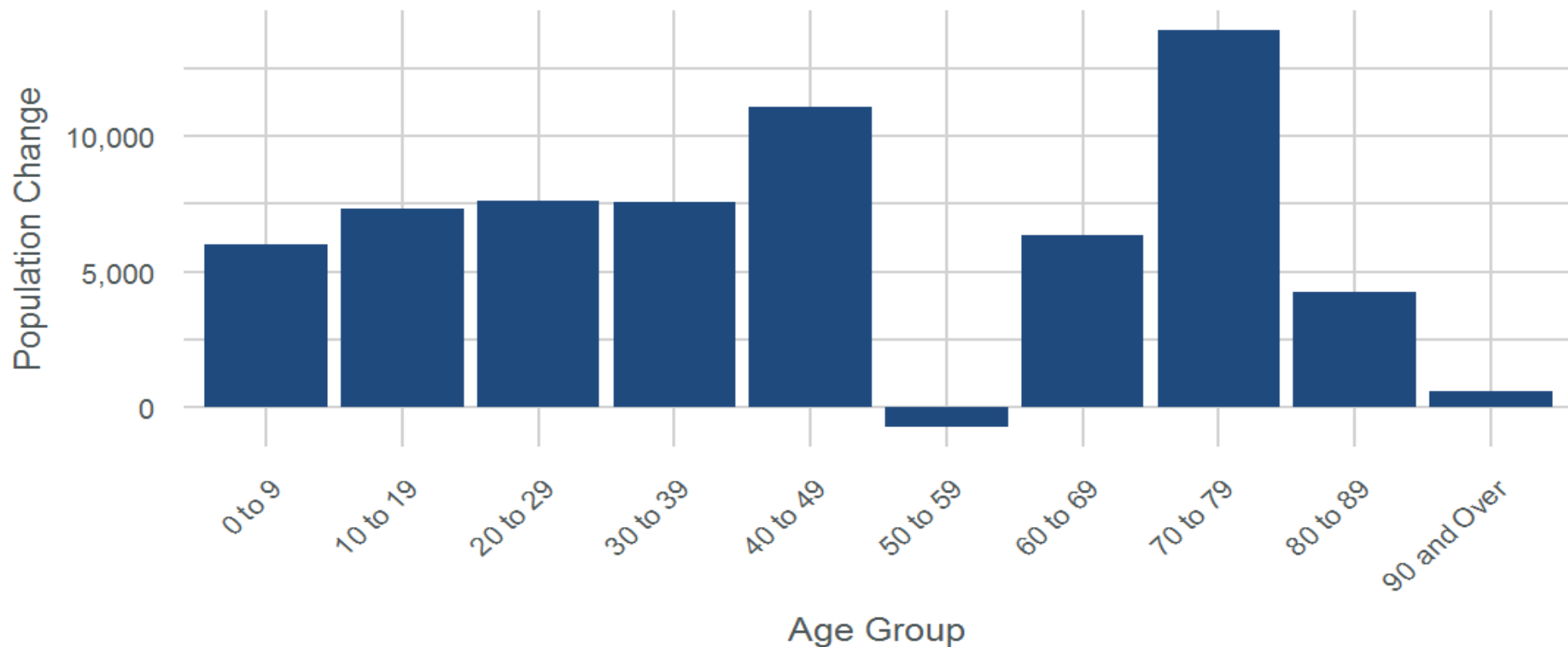


# Larimer County Forecast

## Change in Population by Age 2015 to 2025

Source: State Demography Office

P. 26

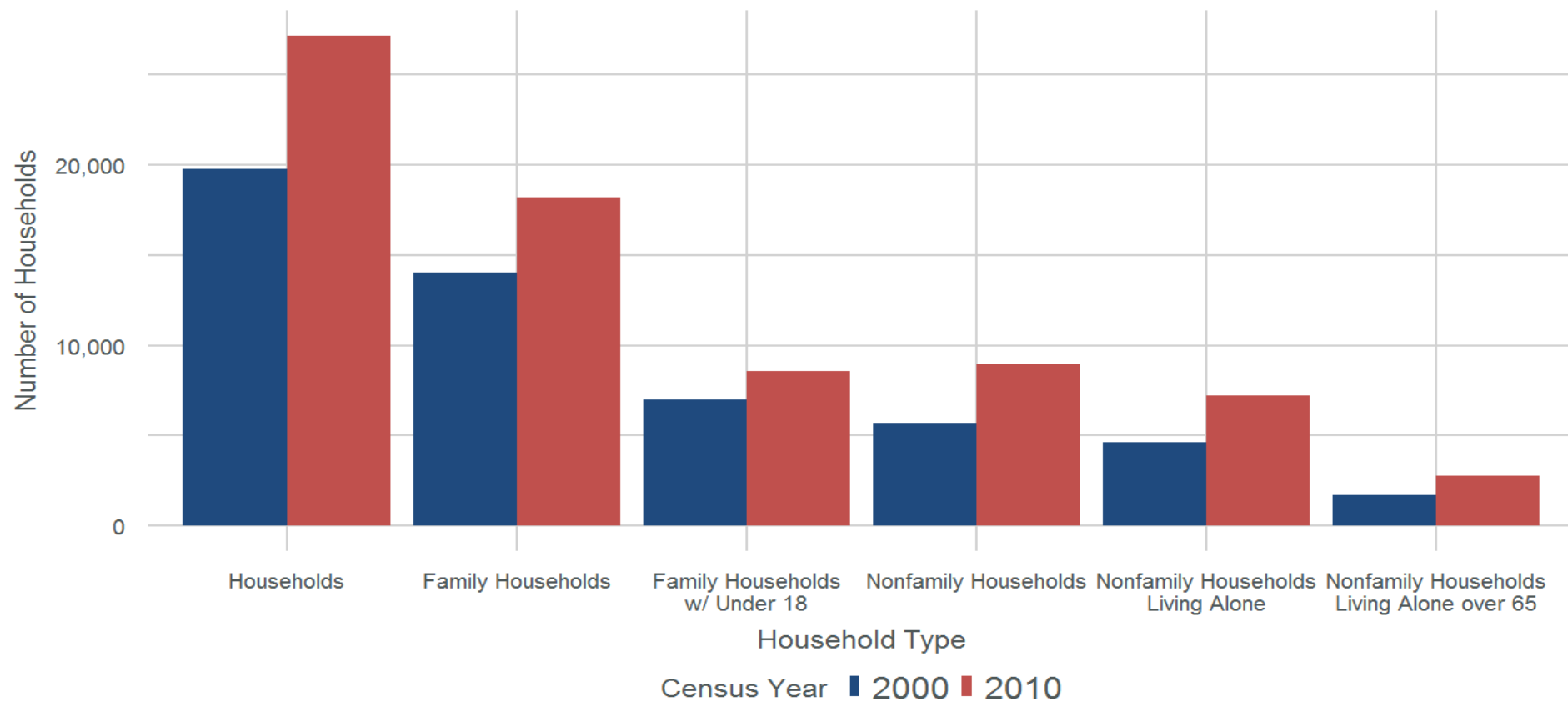




# Loveland City Household Types

Source: Census 2000 and 2010

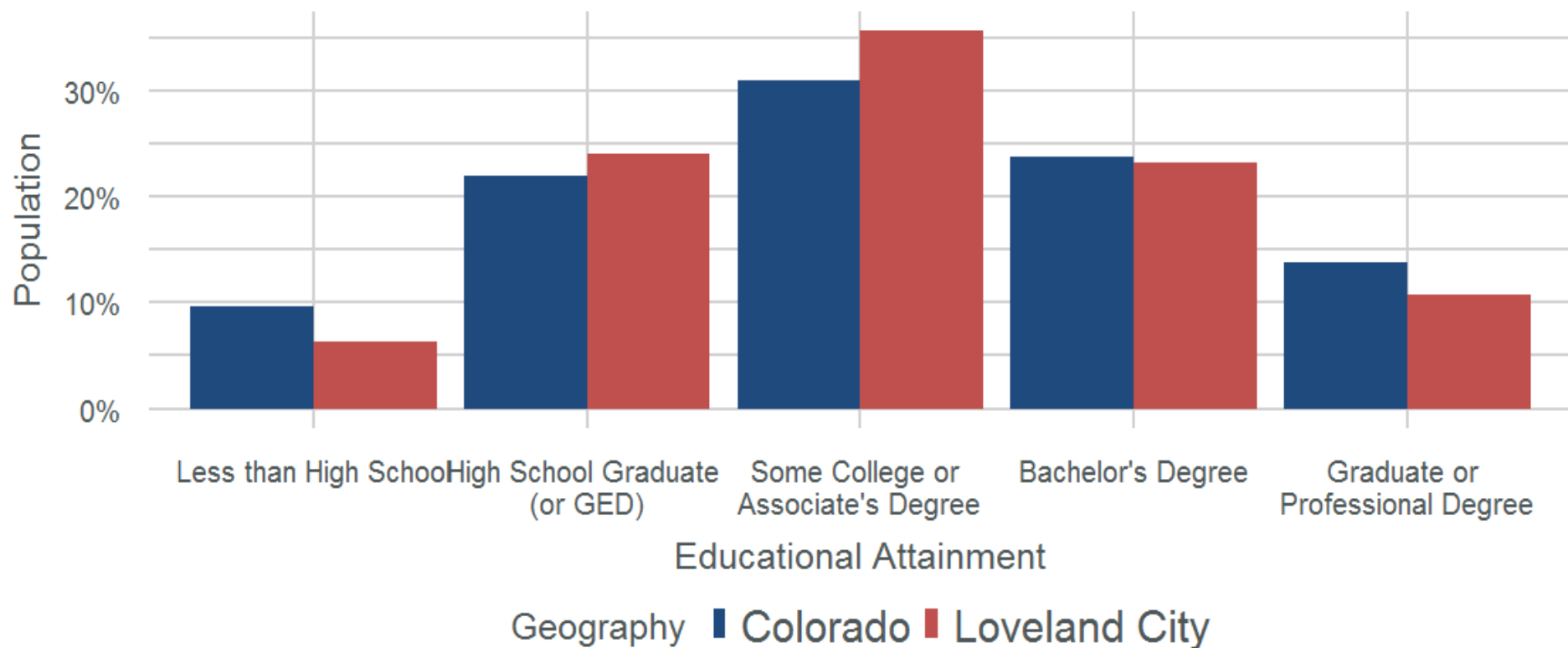
P. 27



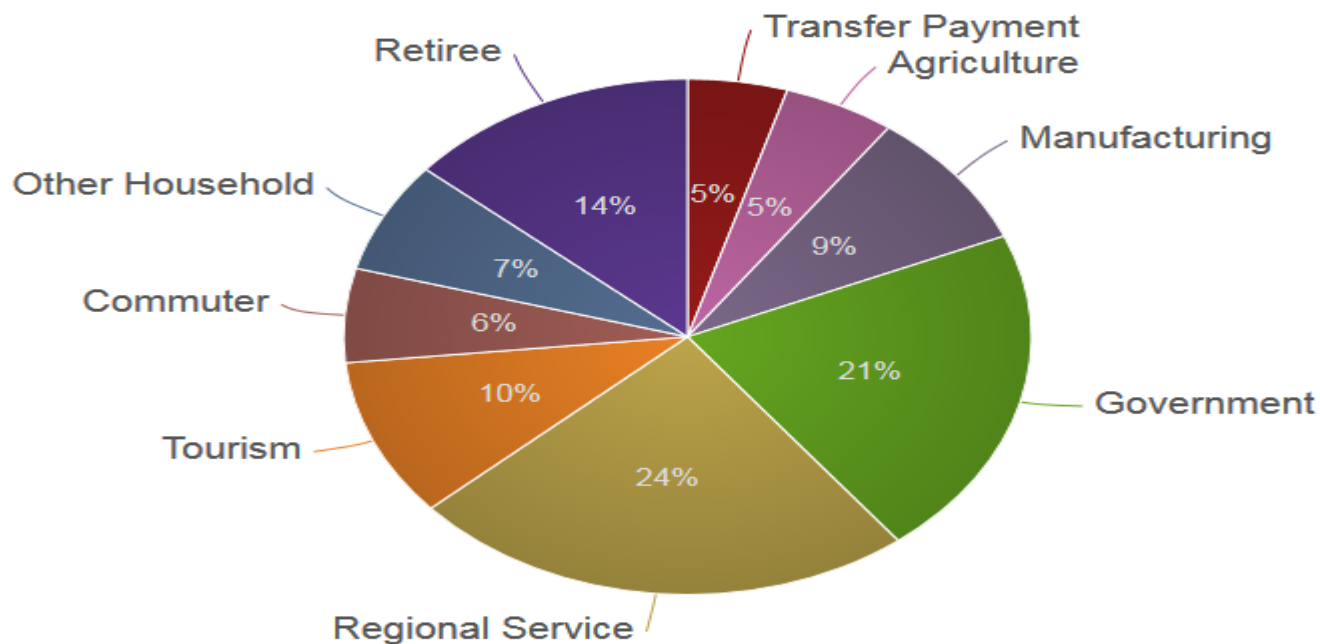
# Educational Attainment for 25 and Older

Source: ACS 2014 5-Year File

P. 28



## Larimer Base Industries, 2014



## 2014 Share of Jobs by Industry

Sector Name	Loveland	Larimer	Colorado
Agriculture	0.3%	1.2%	1.5%
Mining	0.4%	0.4%	1.2%
Utilities	0.0%	0.1%	0.3%
Construction	8.2%	6.8%	6.4%
<b>Manufacturing</b>	9.3%	6.9%	4.7%
Wholesale Trade	4.3%	2.4%	3.5%
<b>Retail Trade</b>	14.9%	10.8%	9.5%
Transportation & Warehousing	3.6%	1.7%	2.7%
Information	3.7%	1.7%	2.5%
Finance and Insurance	2.5%	2.5%	4.0%
Real Estate and Rental and Leasing	1.5%	3.6%	3.4%
Professional and Technical Services	4.4%	8.5%	9.0%
Management of Companies	0.8%	0.5%	1.2%
Administrative and Waste Services	5.8%	5.8%	6.1%
Educational Services	0.6%	1.5%	1.9%
Health Care and Social Assistance	10.4%	8.5%	9.7%
Arts, Entertainment, and Recreation	1.2%	2.2%	2.5%
<b>Accommodation and Food Services</b>	11.3%	9.4%	8.4%
Other Services	2.9%	6.0%	5.9%
<b>Government</b>	13.8%	19.4%	15.5%

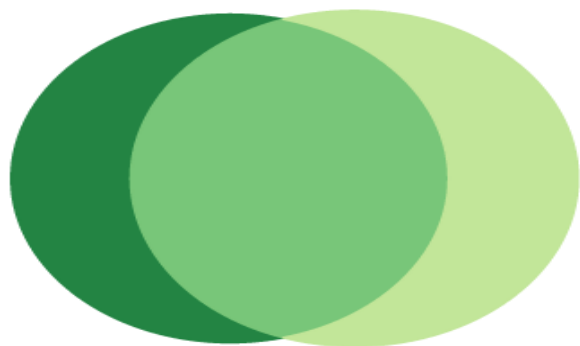
Source: Department of Labor and Employment

# Commuting

P. 31

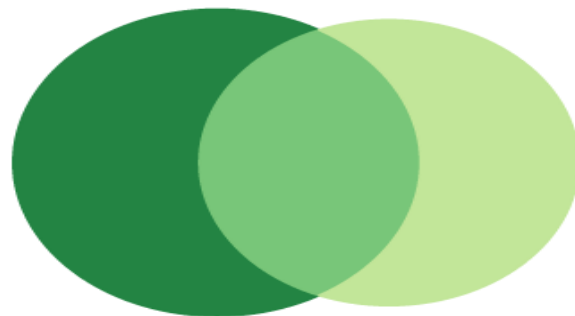
## Larimer

Inflow/Outflow Job Counts in 2013



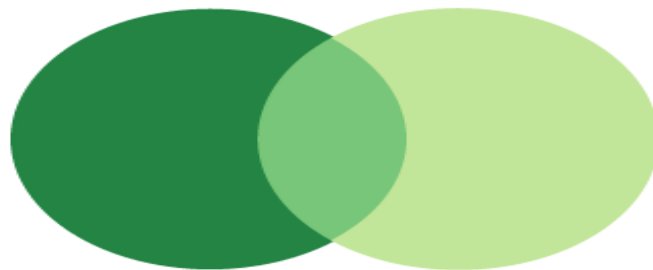
## Fort Collins




Inflow/Outflow Job Counts in 2013



## Loveland

Inflow/Outflow Job Counts in 2013



-  Employed in Place, Live Outside
-  Live in Place, Employed Outside
-  Live and Employed in Place

# Commuting

P. 32

## Jobs Counts by Places (Cities, CDPs, etc.) Where Workers Live - All Jobs

	2014	
	Count	Share
Loveland city, CO	8,213	25.4%
Fort Collins city, CO	5,616	17.3%
Greeley city, CO	2,174	6.7%
Windsor town, CO	1,184	3.7%
Denver city, CO	780	2.4%
Johnstown town, CO	623	1.9%
Longmont city, CO	585	1.8%
Aurora city, CO	513	1.6%
Colorado Springs city, CO	479	1.5%
Evans city, CO	466	1.4%
All Other Locations	11,763	36.3%

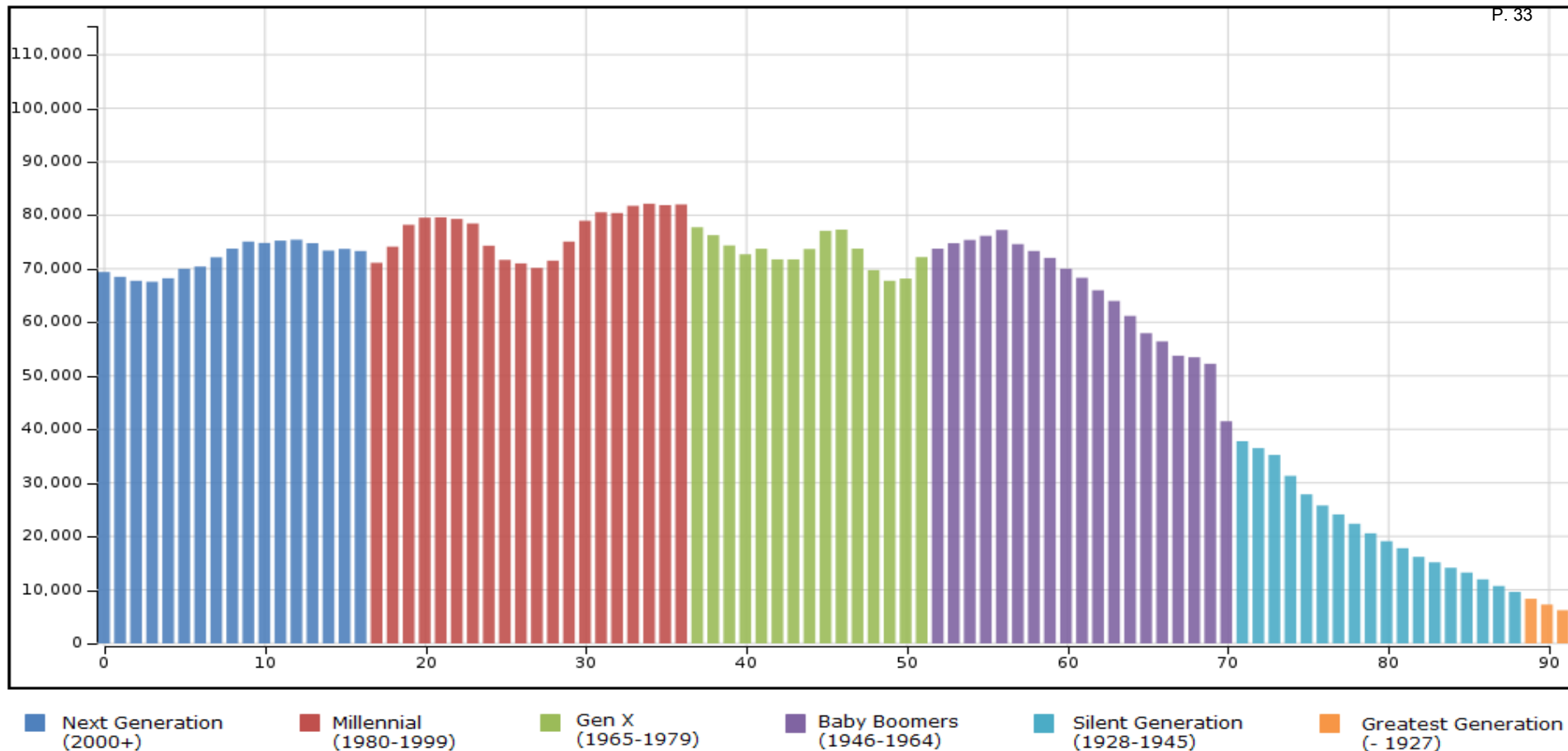
## Jobs Counts by Places (Cities, CDPs, etc.) Where Workers are Employed - All Jobs

	2014	
	Count	Share
Loveland city, CO	8,213	25.9%
Fort Collins city, CO	6,447	20.3%
Greeley city, CO	2,049	6.5%
Denver city, CO	1,688	5.3%
Longmont city, CO	1,219	3.8%
Boulder city, CO	991	3.1%
Windsor town, CO	634	2.0%
Aurora city, CO	606	1.9%
Colorado Springs city, CO	566	1.8%
Johnstown town, CO	456	1.4%
All Other Locations	8,871	27.9%

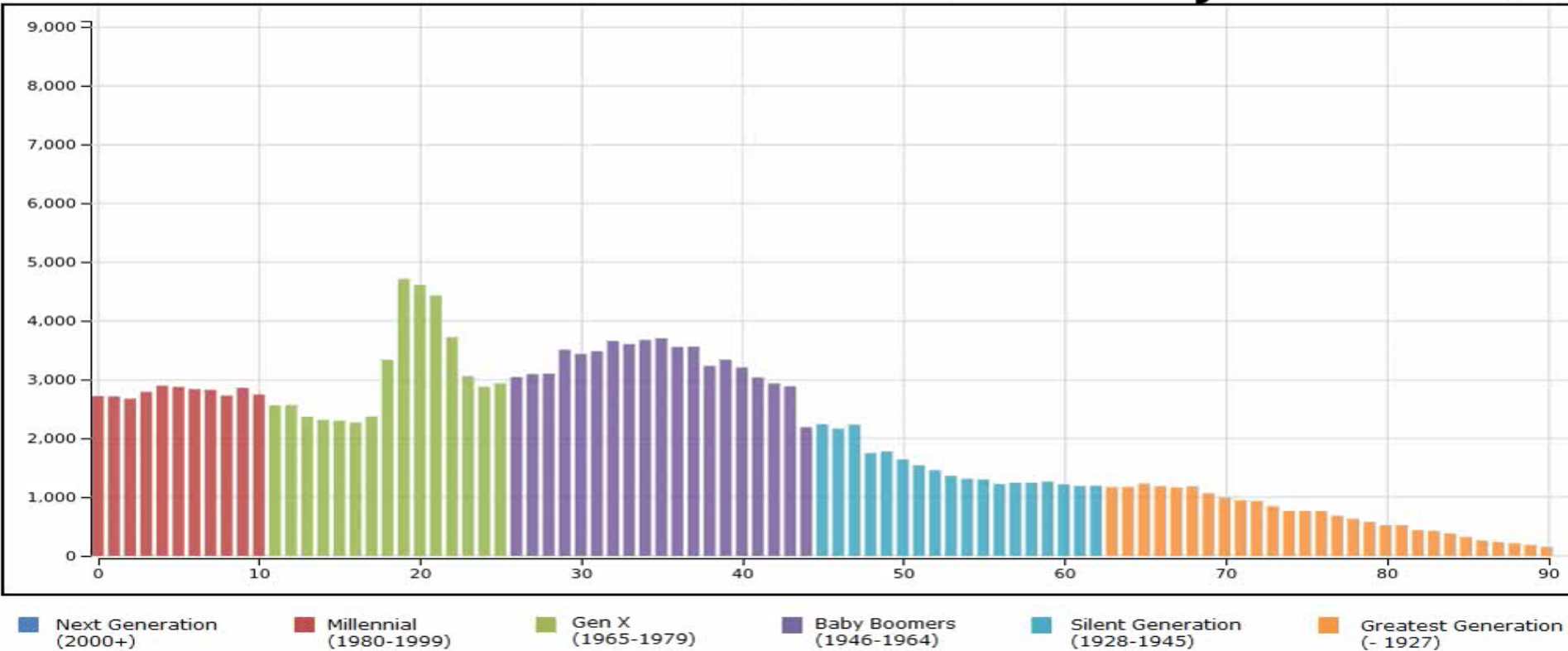
# Colorado

# 2016

P. 33



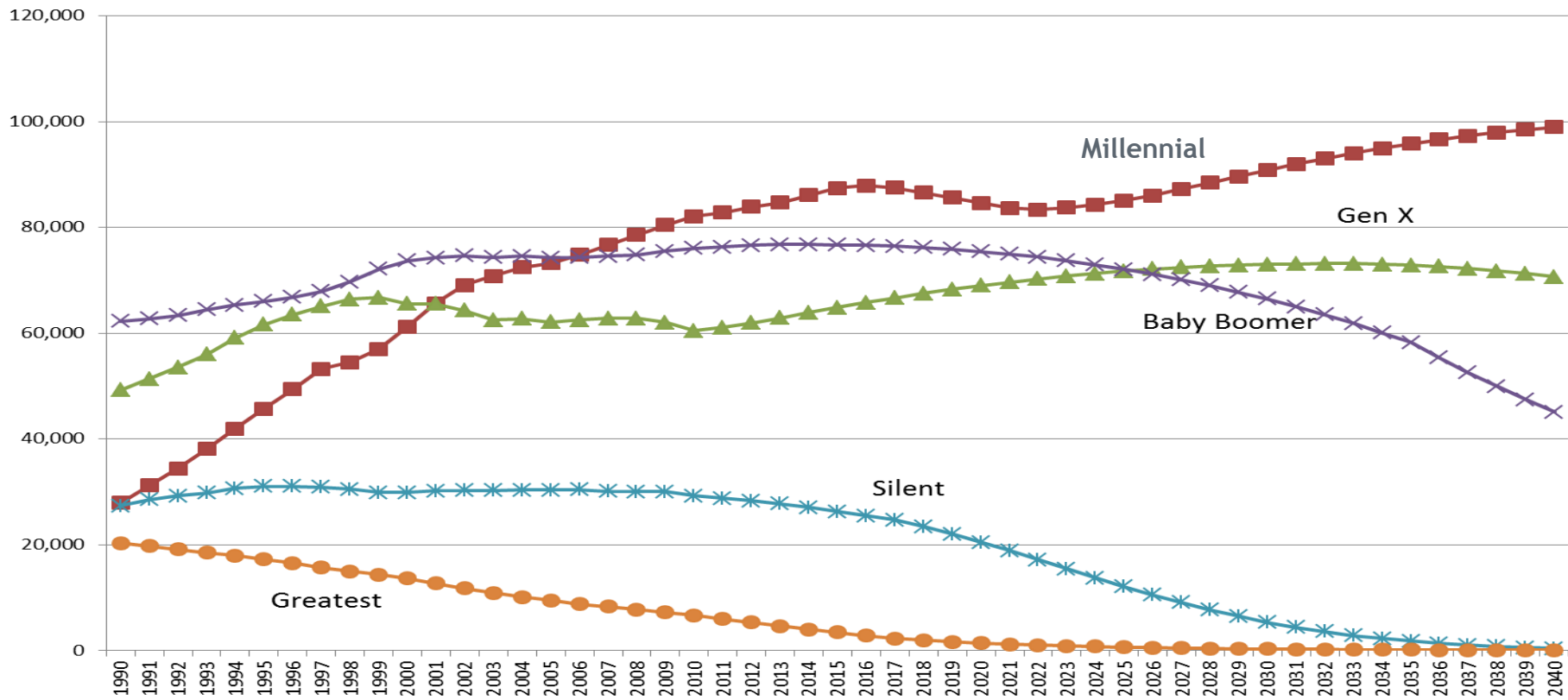
# Larimer County 1990





# Larimer County Population by Generation, 1990 - 2040

P. 35



# Why Are We Getting Old Fast?

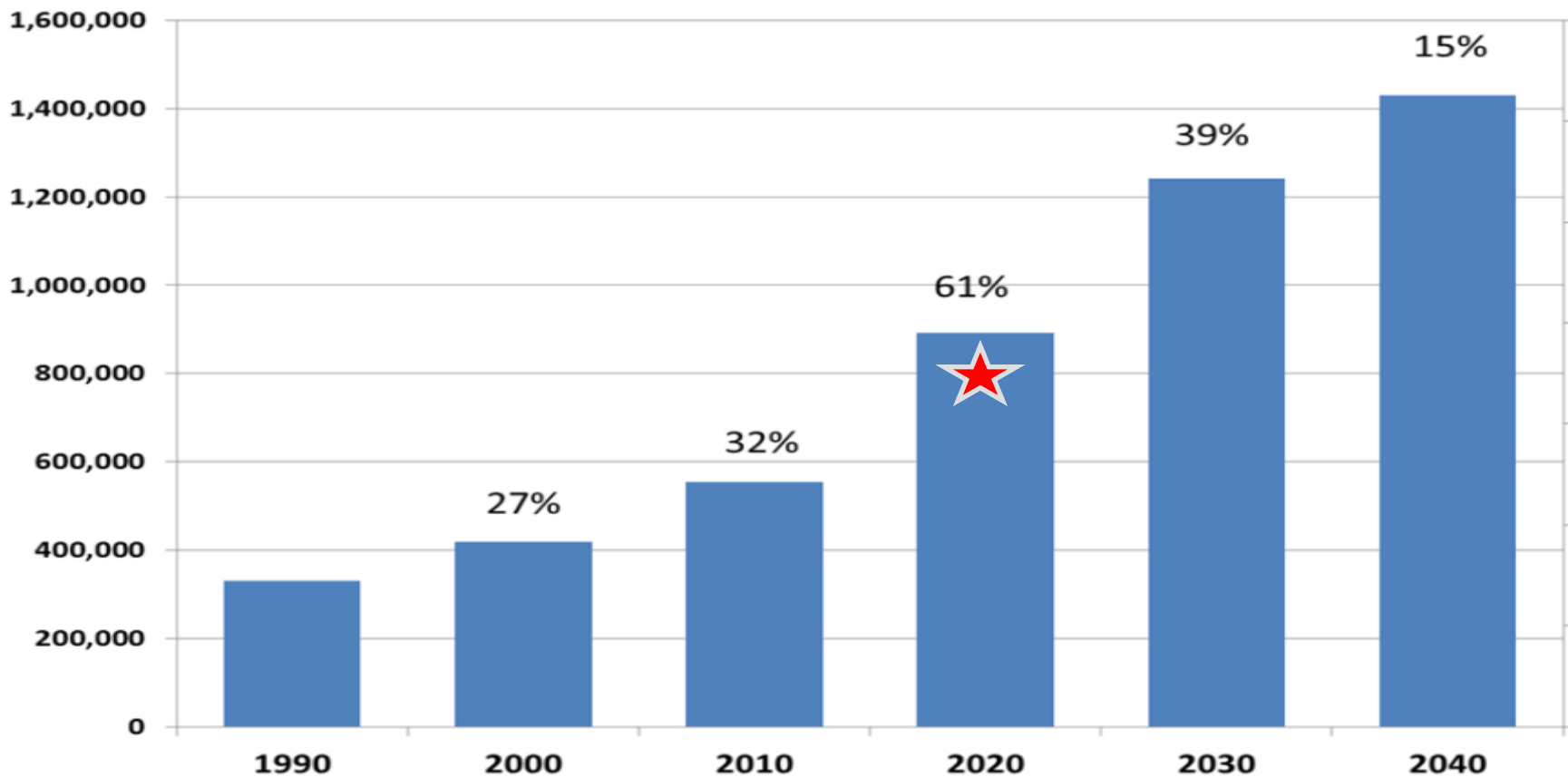
P. 36

- Currently very few people over the age 65.
  - 4<sup>th</sup> lowest share of all states in US (10%) in 2010
- Baby Boomers
  - Born 1946 - 1964
  - 1,340,000 Boomers in Colorado (26% of pop. in 2010)
- By 2030, Colorado's population 65+ will be 125% larger than it was in 2010 growing from 555,000 to 1,243,000. (just from aging)
- Transition age distribution from “young” to more US average between 2010 and 2030

# Forecast for the Population 65+ in Colorado

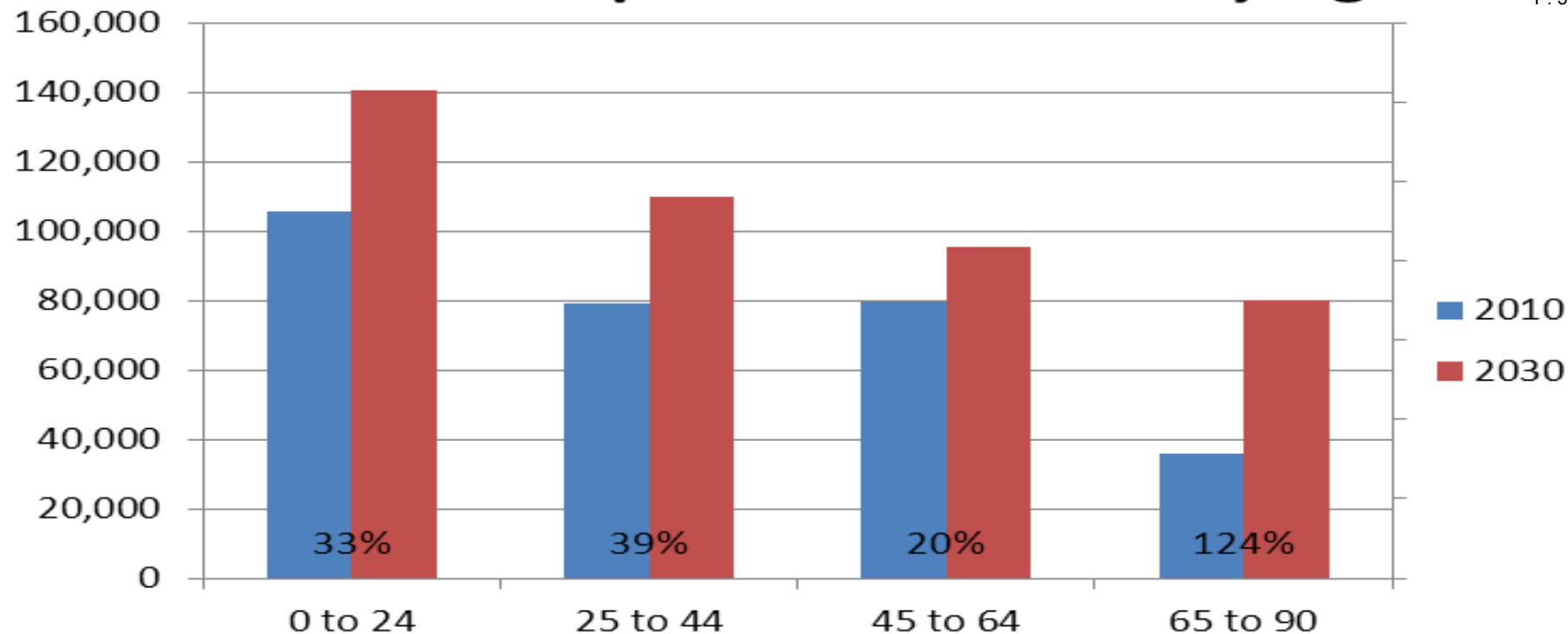
Source: Census and State Demography Office

P. 37



# Larimer Population Growth by Age

P. 38



2010	2030
300,532	425,000

# Aging and Public Finance

P. 39

- Ratio of 65+ per 20-64 year olds in CO
  - Becoming more “normal”
- End of the “demographic dividend”
- Public Finance – change in revenue and expenditures.
- Income tax – downward pressure
- Sales tax – downward pressure
- Property tax – downward pressure
- Health services – increasing
- Medicaid – increasing
- Other local services - increasing

## Transition

# *Household Income....its future is demographically challenged.*

Age distributions - “End of “Demographic Dividend”

Occupational Mix - high and low service

More race/ethnicity diverse especially at young end but achievement gap is growing as well.

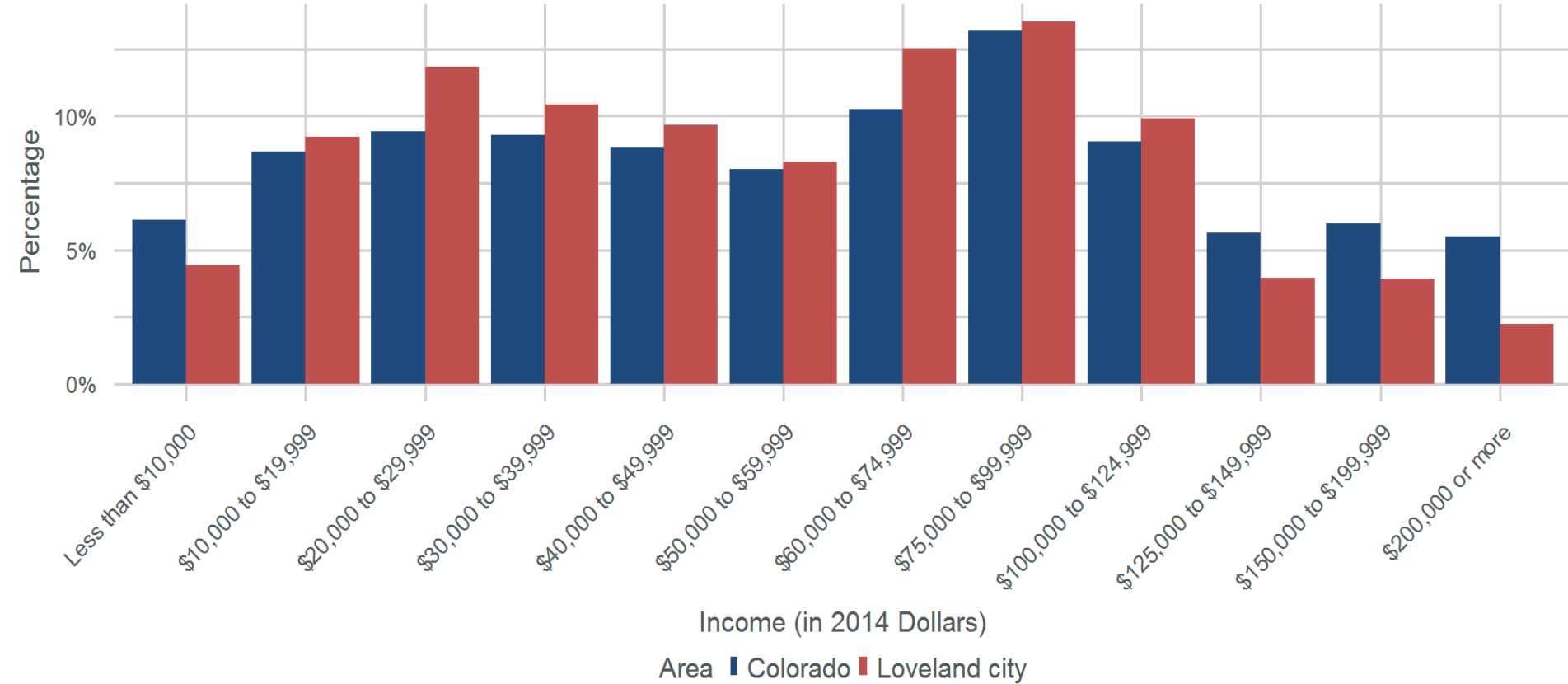
Household type and size - single and smaller.

Youth un and under employment - Long term permanent impacts on earnings.

# Household Income Distribution

## Source: 2014 ACS 5-Year File

P. 41



# *To Ponder in My Community*

P. 42

**I**ncome Challenges - how could downward pressure impact our community?

**M**igration - how much, where, and can we compete for the best and the brightest?

**A**ging - we are getting old fast, is my community ready for the changes to the labor force, income, industrial mix, housing, etc. No decline in <18.

**G**rowth - disparate across the state, what is causing it and what can be done?





**COLORADO**

Department of Local Affairs

**State Demography Office**  
**Chris Akers**

**[chris.akers@state.co.us](mailto:chris.akers@state.co.us)**

**303-864-7751**

**[www.colorado.gov/dola](http://www.colorado.gov/dola)**

**AGENDA ITEM:** 3  
**MEETING DATE:** 5/24/2016  
**TO:** City Council  
**FROM:** Mike Scholl, Economic Development Office  
**PRESENTER:** Mike Scholl, Economic Development Manager




---

**TITLE:**

Public update on the South Catalyst Project and possible Executive Session to provide direction on the negotiation with the Brinkman Partners.

---

**SUMMARY:**

Staff will provide an update on the progress of the South Catalyst project and negotiations with the Brinkman Partners. The update will include revised design schemes and an update on the estimated budget. City Council approved an Exclusive Negotiation Agreement (ENA) with the Brinkman Partners in February 2016, and staff has proceeded with negotiations on the design elements and the proposed cost. The City Council may choose to enter into Executive Session to provide direction to staff on the negotiations.

---

**BACKGROUND:**

The study session discussion will brief the public on the progress of negotiation and to check-in with Council on the project budget and progress with recruitment of tenants.

The City Council approved an ENA with the Brinkman Partners on February 16, 2016 with a deadline of August 2, 2016 to complete the first draft of the Terms of Agreement for presentation to City Council. Since that time, staff has worked with the Brinkman Partners to complete the preliminary conceptual design, complete preliminary costing and begin the marketing process for the office and retail tenants.

To facilitate public input, staff, in partnership with the Loveland Downtown Partnership (LDP) and the Downtown Development Authority (DDA), hosted a public event on April 8, 2016 as part of the monthly "Night on the Town" festivities that was attended by over 100 people. In addition, staff have posted regular updates on the City's webpage and the other social media sites including the Downtown Loveland Facebook page.

Included in the packet is a staff report, the most recent design concepts, a copy of the ENA, a project map and a copy of the marketing brochure drafts for the commercial and retail space.

In addition, at Council's direction, staff created a Negotiation Review Team that includes representatives from the LDP and DDA boards as well as Councilors John Fogle and Dave Clark. The group has been meeting twice a month to provide direction and input to staff on negotiation.

---

**REVIEWED BY CITY MANAGER:**

---

**LIST OF ATTACHMENTS:**

1. Staff Report
2. Preliminary Design Concept
3. Exclusive Negotiation Agreement February 2016
4. Office Marketing Materials (Drafts)
5. Project Map





**CITY OF LOVELAND**  
ECONOMIC DEVELOPMENT OFFICE  
Civic Center • 500 East Third • Loveland, Colorado 80537  
(970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

## Memorandum

**To:** Loveland City Council  
**Through:** Bill Cahill, City Manager  
**From:** Mike Scholl, Economic Development Manager  
**Date:** May 12, 2016  
**RE:** South Catalyst Project Update

## Contents

Background: .....	1
Schedule:.....	2
Conceptual Design: .....	2
Parking: .....	3
Theater:.....	3
Commercial/Office: .....	4
Public Plaza: .....	4
Budget:.....	4
Metro Finance District .....	4
DDA/URA:.....	5
Abatement and Demolition: .....	5

### Background:

This staff report provides a comprehensive update toward the completion of the South Catalyst redevelopment project. The report includes an update on the schedule, conceptual design, budget and abatement and demolition.

In addition, staff has engaged the Negotiation Review Team that includes:

- Councilor John Fogle (representing the DDA)
- Councilor Dave Clark (representing the LDP)
- Jim Cox, board member, LDP
- Sharon Cook, board member, DDA
- Jacque Wedding-Scott, Executive Director, LDP/DDA

The team represents the Council and the DDA/LDP and provides informal direction and feedback to staff on critical deal points and project issues.

#### Schedule:

Below is the schedule that was taken directly from the Exclusive Negotiation Agreement (ENA). The dates are being adjusted to reflect the two week delay on the approval of the ENA due to the February snowstorm.

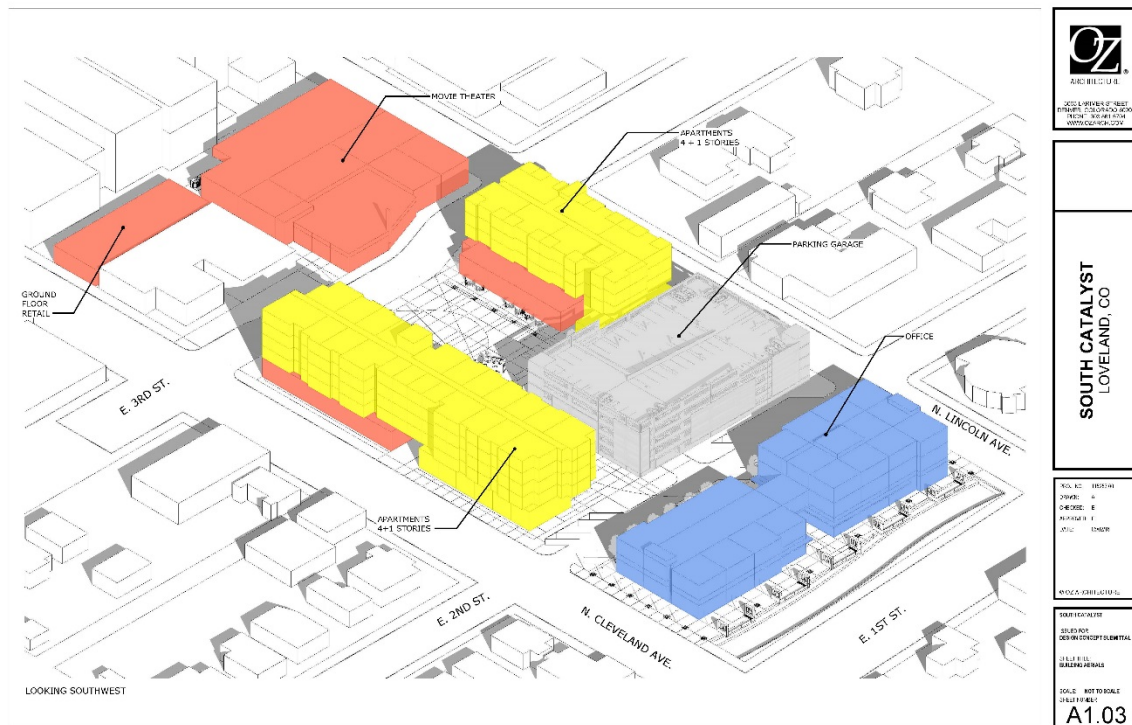
DATE	ITEM	TRACKING
<b>FEBRUARY 2</b>	Effective date of this Agreement	Approved on February 16 due to the snowstorm.
<b>APRIL 4</b>	Preliminary site plan that includes the location of various elements of the Project, including the parking structure and any new or relocated infrastructure	Preliminary site plan was completed. A public meeting was hosted on Friday, April 8. A Concept Review was also completed on May 12.
<b>MAY 2</b>	Preliminary pro forma and construction budget and definition of the Project site	Anticipated the week of May 16.
<b>AUGUST 2</b>	Complete preliminary term sheet that includes the major terms and conditions, including, financing, for the DRA; Complete first draft of the DRA to be brought before City Council for review and consideration.	On schedule to complete the first draft by August 16.

#### Conceptual Design:

The preliminary conceptual design is included in the Council Packet. It is important to remember that the designs are conceptual and thus, subject to further revisions, value engineering and adjustments based on cost and design consideration.

As conceived, the project includes:

1. a 525 space parking structure that includes one level underground,
2. a five to six screen movie theater with 625 total seats,
3. 54,000 square feet of office and
4. approximately 17,000 square feet of retail,
5. a public plaza space providing connectivity through the site; and
6. roughly 140 units of multi-family residential.



Parking:

The parking structure includes 240 spaces underground between 2<sup>nd</sup> and 3<sup>rd</sup> Streets and Lincoln and Cleveland as well as an integrated above ground structure that provides an additional 250 to 300 spaces. Both parties agreed on this approach because it:

- provides the volume of parking to support the project density and the various uses as well as some of the additional parking needed in downtown.
- provides greater access closer to 3<sup>rd</sup> Street (exact access points are currently being analyzed)
- lowers the overall height profile of the parking deck from six stories to only three to four stories.

Staff is working with the Brinkman team on the cost of undergrounding some of the parking and integrated the standalone parking structure.

Theater:

The Brinkman team has had extensive discussions with the theater company and is working

closely to finalize the design elements and lease terms. Based on feedback and information provided by the Brinkman team, this element of the project is coming together as planned. The configuration shown is responsive to the theater needs.

#### Commercial/Office:

Staff met with the Brinkman brokerage team and they have developed a plan for marketing the space to attract office and retail users. The first draft of the marketing material is included in the Council packet and was provided to Council separately.

#### Public Plaza:

The preliminary designs of the public plaza may be available by the date of the Study Session. Staff is preparing to roll out the designs at the planned June 10 public meeting that coincides with the monthly “Night on the Town” festivities. The Cultural Services and the Parks and Recreation Departments have also been sought for input on the public space.

#### Residential:

The plan calls for roughly 140 units of multi-family housing. Initially, the plan included up to 30 for sale condominium units. The Brinkman team has indicated that they are investigating the market for condominiums and may bring that element back at a later date.

#### Budget:

The preliminary project budget with a Sources and Uses statement was presented at the February 23 Council Study Session, showing the expected project cost for the City to be approximate. The budget is expected to change as the project evolves. A final budget will not be known until the final design and terms are agreed upon in August. At this point in time, the overall project is expected to be a total investment of \$50 to 60 million.

It is critically important that this be understood in the context of the development as well as opportunities for the project to finance itself. There are various tools including fee waivers, tax increment finance and metro finance districts that can be used for financing. The goal for staff is to minimize the burden to the City’s general fund, seek opportunities for repayment for the investments in the land assemblage; and look to the project to be self-sustaining to the greatest extent possible.

Staff is tracking all costs incurred to date and estimating potential costs based on the current project conceptual design. The Brinkman team is also working on the first cut of the construction costs based on the conceptual designs that will be provided to the City shortly. In addition, the City has secured Rick Wells, a developer and consultant, to provide input on the construction costs and potential deal structure.

#### Metro District Financing:

The Brinkman Partners have indicated a willingness to look at this option. It could be used to

assist with the financing of public improvements including the parking structure. This has the possibility to significantly reduce any burden to the City's general fund.

#### Downtown Development Authority/Urban Renewal Authority:

Staff is tracking the Tax Increment potential of both the DDA and the URA. It is anticipated if the DDA election is successful, the DDA could take out the URA portion of the financing and possibly a portion of the City's share given the potential financial capacity of that entity.

#### Abatement and Demolition:

To date, the abatement and demolition has come in approximately \$560,000 below the estimated budget. Depending on what is or is not found, there may be additional reductions if the contingency is not required.

Abatement and demolition began on May 16 and is expected to be complete by the middle of August. Upon completion, the area bordering 2<sup>nd</sup> Street will be fenced and the site at 3<sup>rd</sup> and Cleveland will be made into a temporary parking lot.

Summary Estimated	
Abatement and Demolition (Hudspeth)	543,820
3rd Party Oversight Subsurface (Pinyon)	19,400
3rd Party Oversight Asbestos/Air Monitoring (SJR)	25,400
3rd Party Civil Engineering (CCG)	7,912
Project Management Consultant	99,000
Contingency (25%)	135,955
<b>Total</b>	<b>831,487</b>

#### Next Steps:

Staff and the Brinkman Partners are working cooperatively and anticipate a completion of the Terms of the development agreement by the August deadline.

To date, the City and the Brinkman Partners have completed the following:

- Preliminary Conceptual Design
- Preliminary Civil Engineering for infrastructure needs
- Partial demolition and site clearance (to be completed in August)
- Significant public outreach
  - Public meeting on April 8 attended by over 100 residents
  - Creation of City web portal ([www.cityofloveland.org/SouthCatalyst](http://www.cityofloveland.org/SouthCatalyst))
  - Regular engagement with LDP/DDA and Negotiation Review Team

Staff is seeking input and direction from Council moving forward regarding the following issues:

- Staff intends to bring Council an amendment to the ENA with the Brinkman Partners to change the dates in the schedule to reflect the time lost due to the cancellation of the February 2, 2016 Council meeting because of the snowstorm.
- Staff is seeking direction on expenditures for the following items:
  - Administrative expenses (less than \$2,000)
    - Videography from Road Runner Productions (drone flyovers)
    - Ancillary cost for planned public meetings in June and August
  - Parking Consultant (estimated not to exceed \$25,000)
    - Assisting with ownership and management structure
    - Assist with operations and management strategy
    - Assist with pricing structure
    - Assist with financing options for the City
    - Other items as necessary
  - Finance Consultant (estimated not to exceed \$25,000)
    - Assist with bond issuances and Tax Increment Finance projections for the URA/DDA
    - Work to analyze broader secondary impact to the Downtown and City at-large

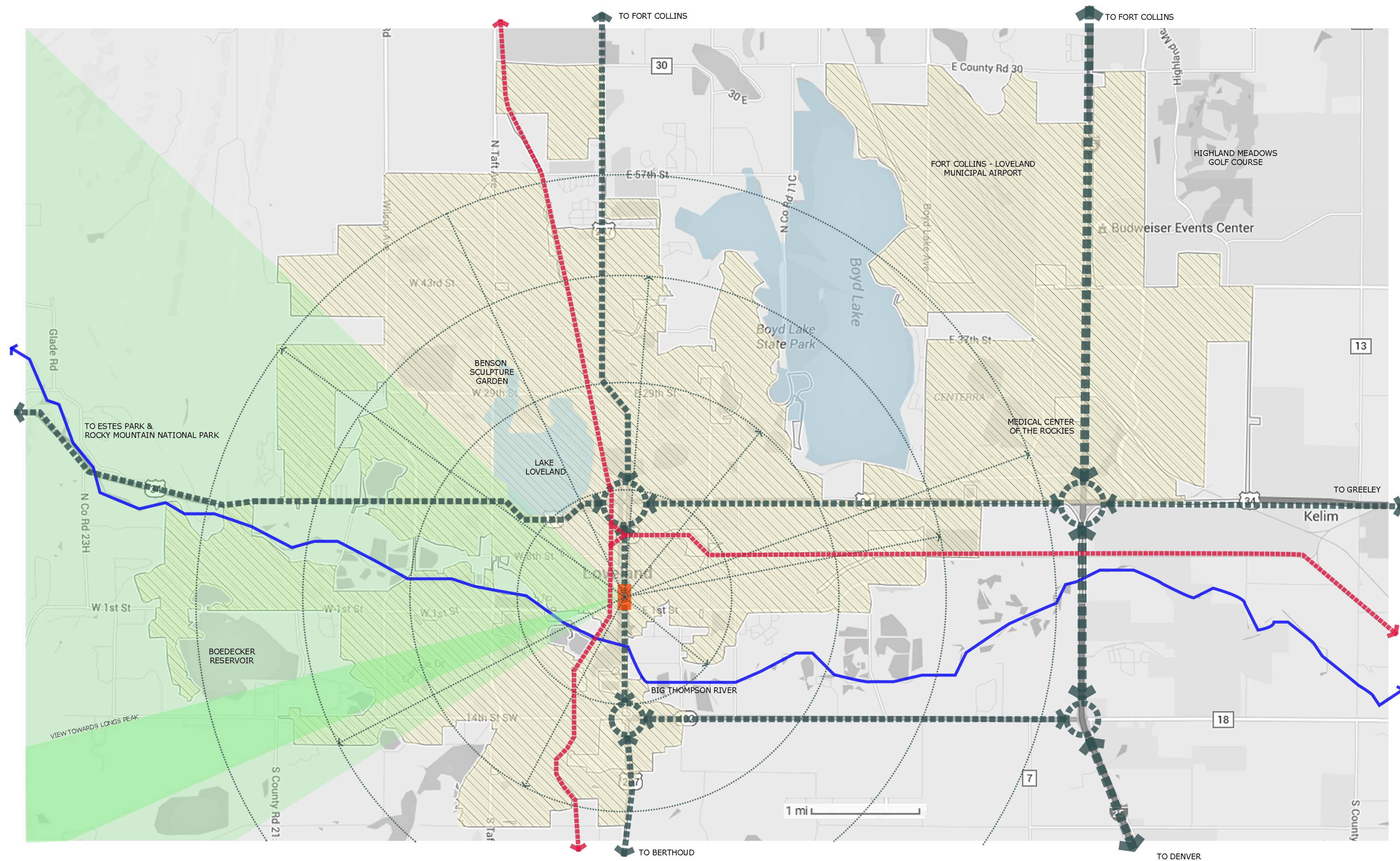


# CATALYST

LOVELAND, CO

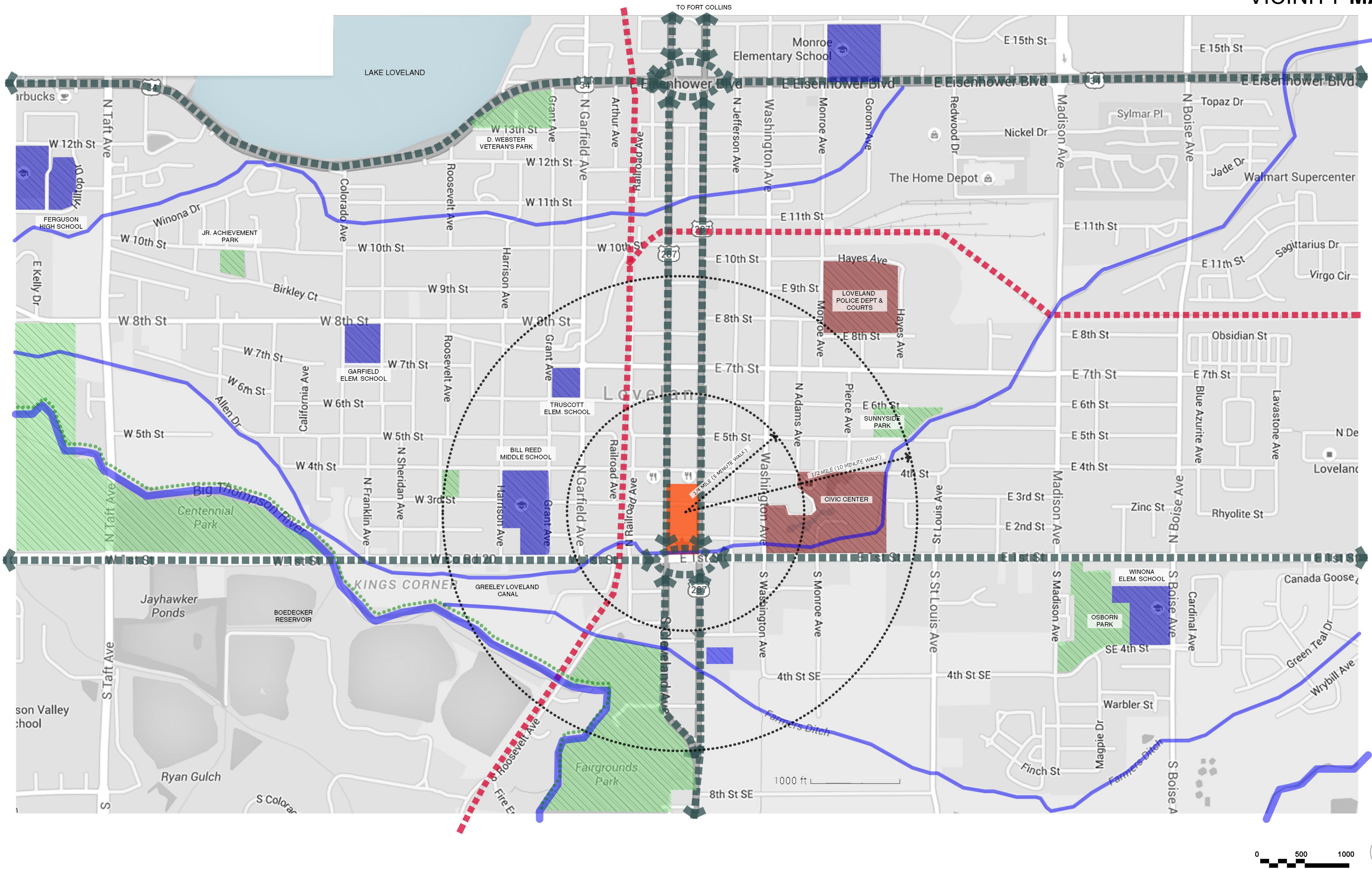


# REGIONAL MAP



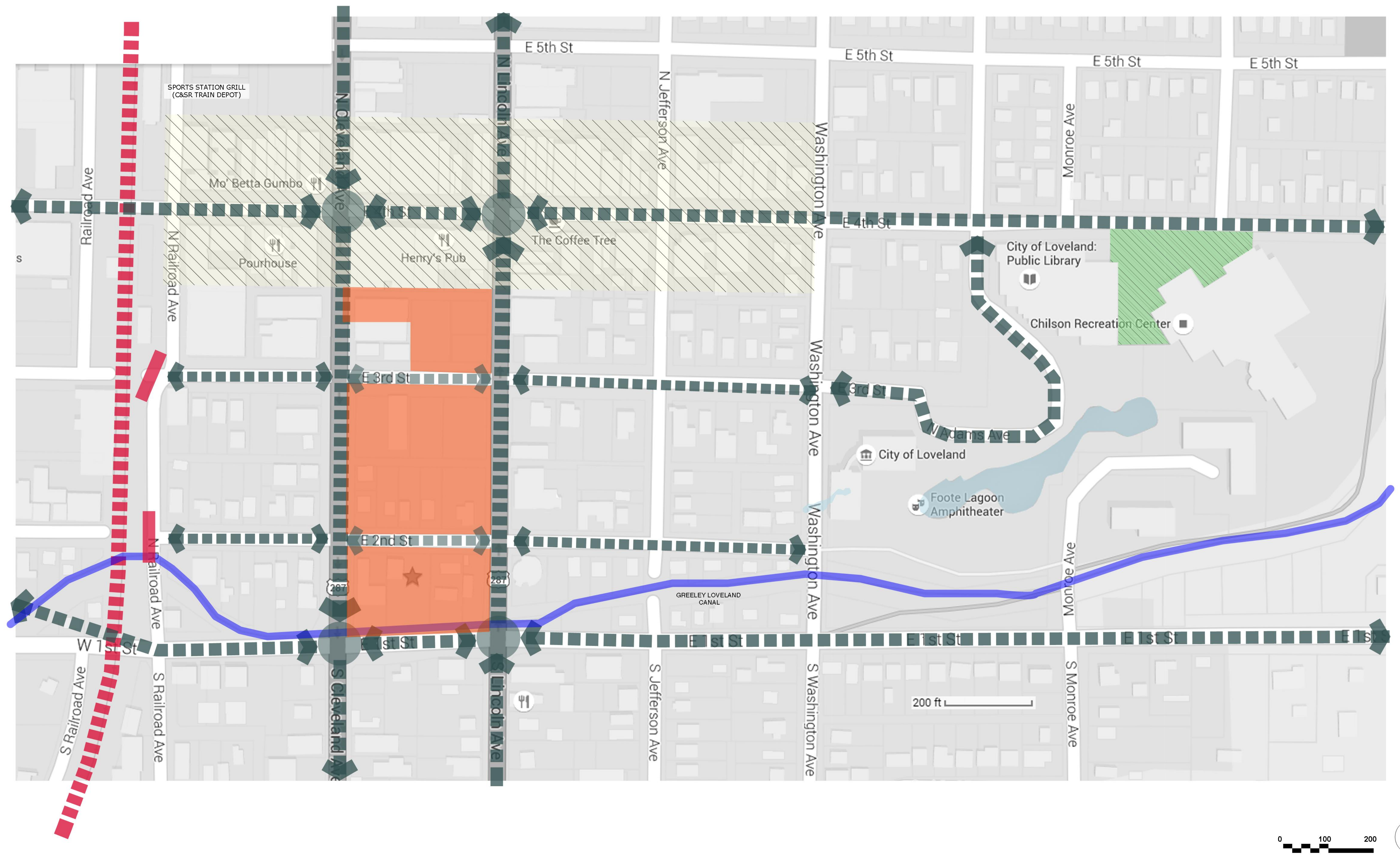


# VICINITY MAP





# SITE MAP



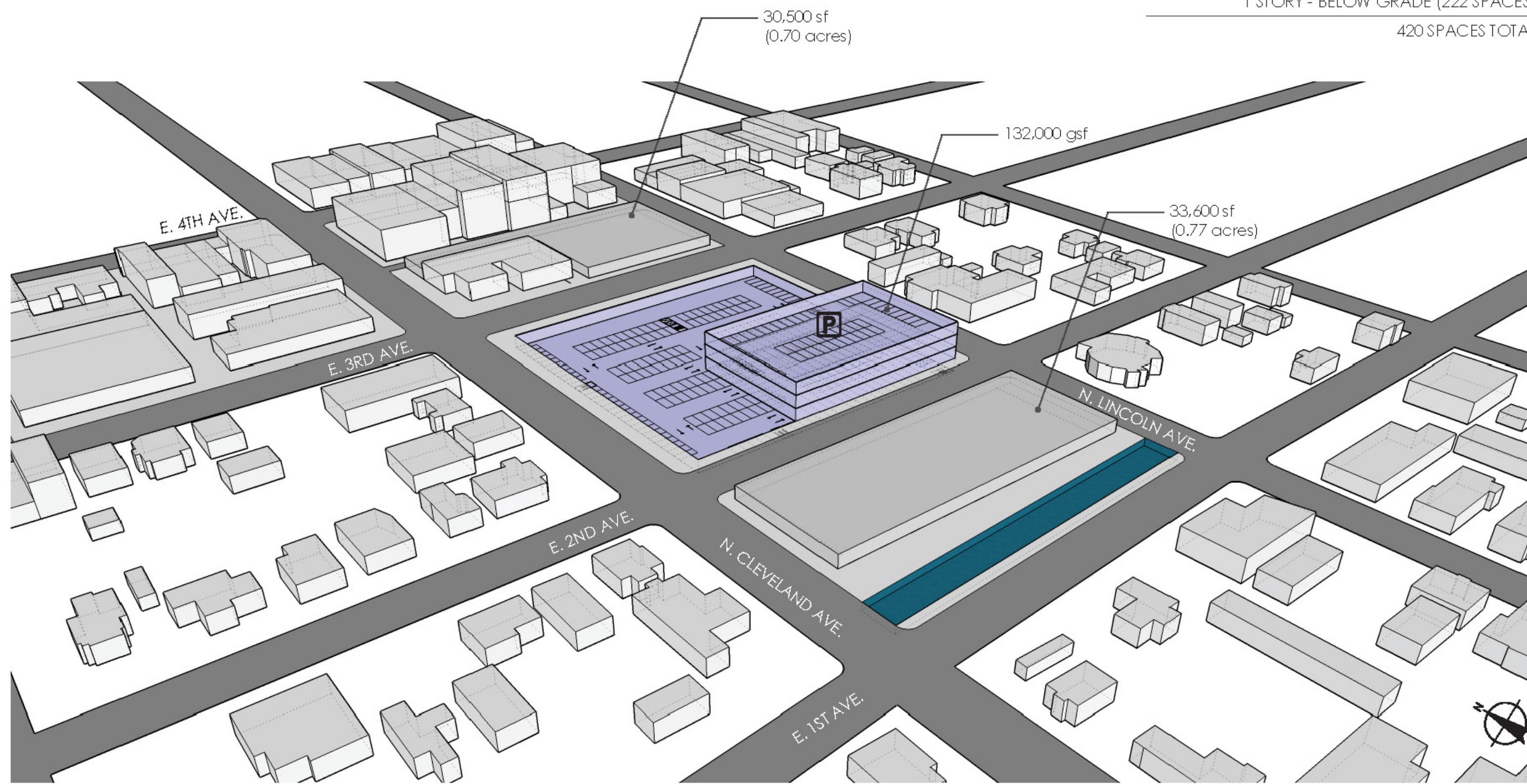


# OVERALL BUILDING PARKING COUNT:

3 STORIES - ABOVE GROUND (198 SPACES)

1 STORY - BELOW GRADE (222 SPACES)

420 SPACES TOTAL



# SITE PLAN STUDIES



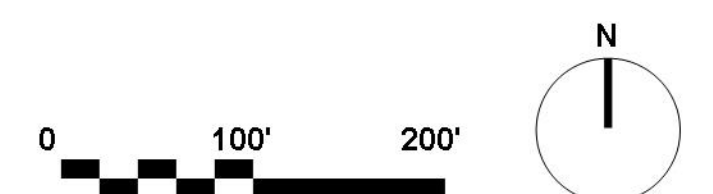
OPTION A

OPTION B

OPTION C

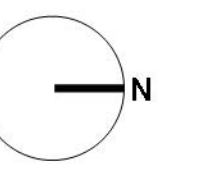
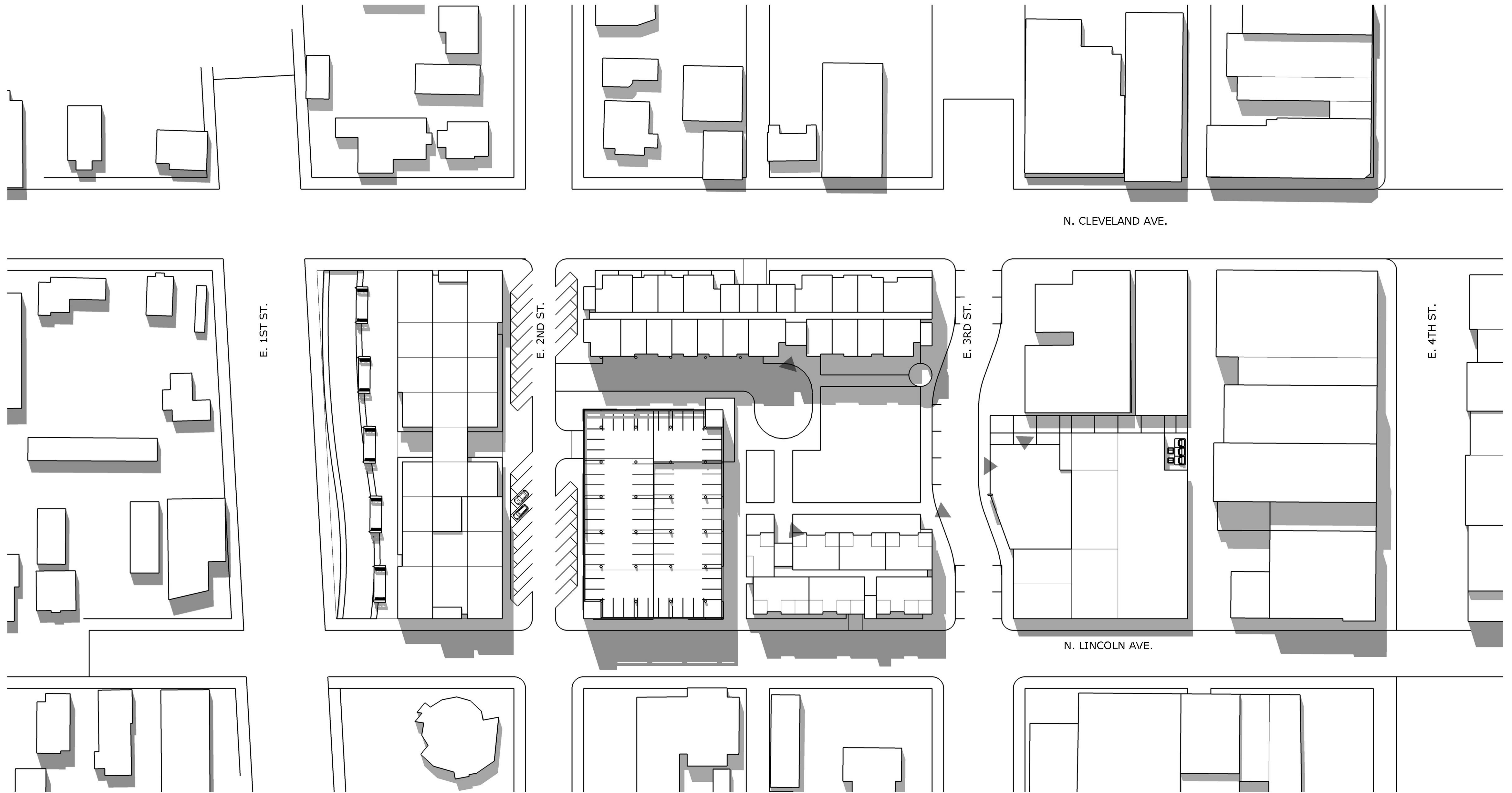
OPTION D

OPTION E



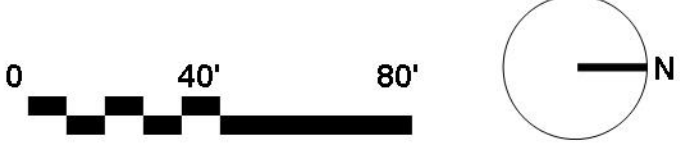


# PROPOSED SITE PLAN



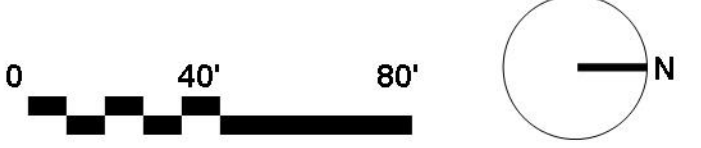
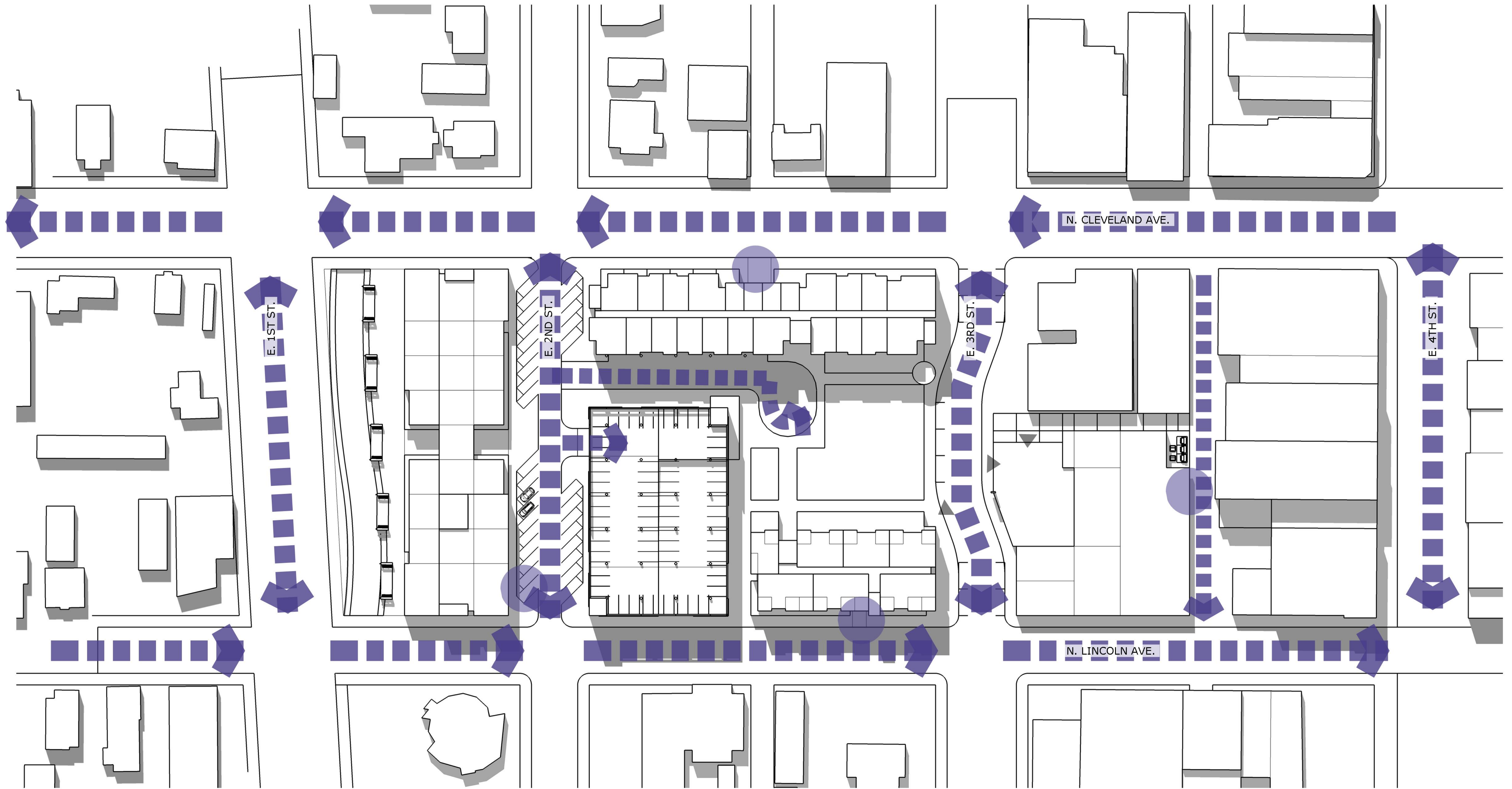


# PEDESTRIAN CIRCULATION



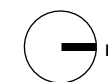
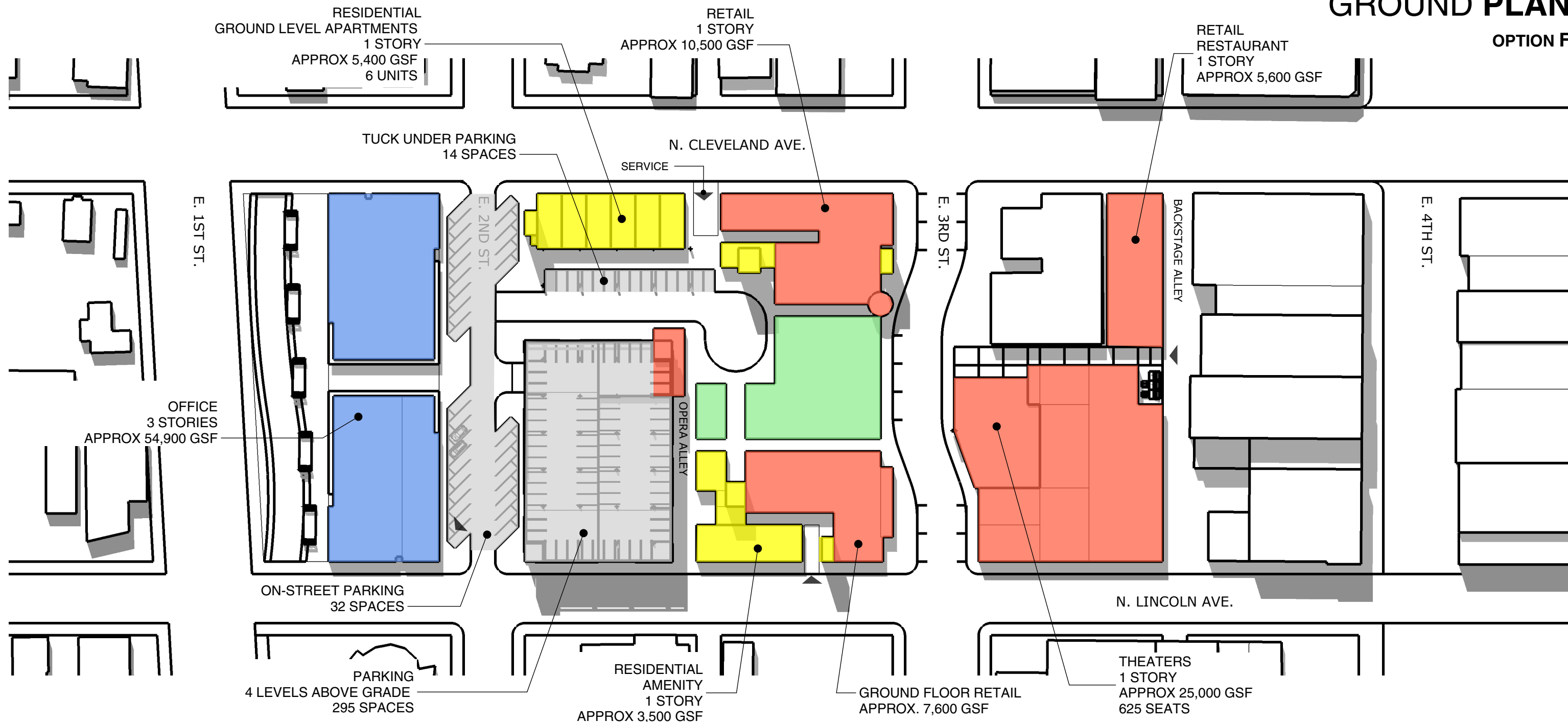


# VEHICULAR CIRCULATION



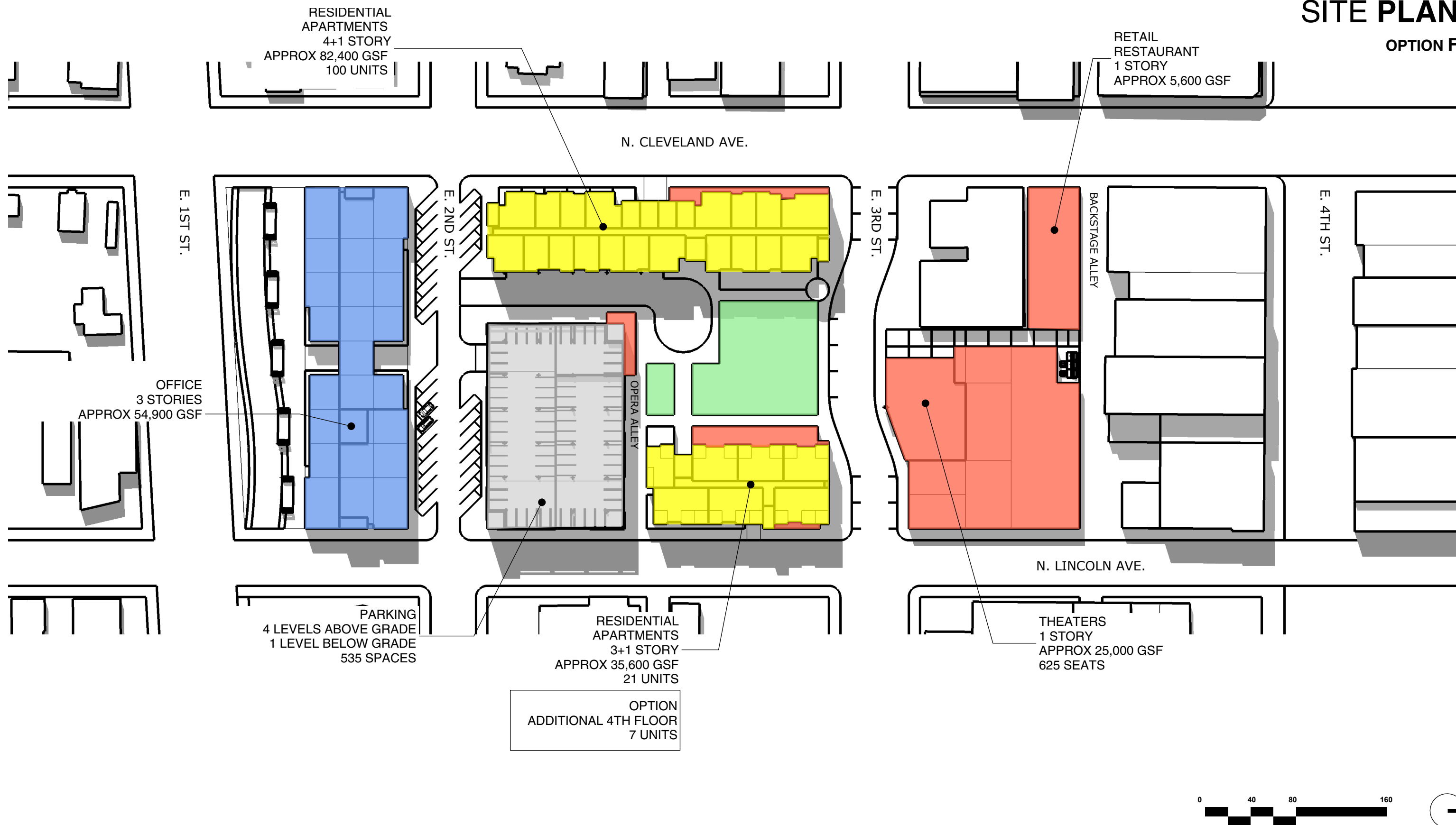
# GROUND PLAN

OPTION F



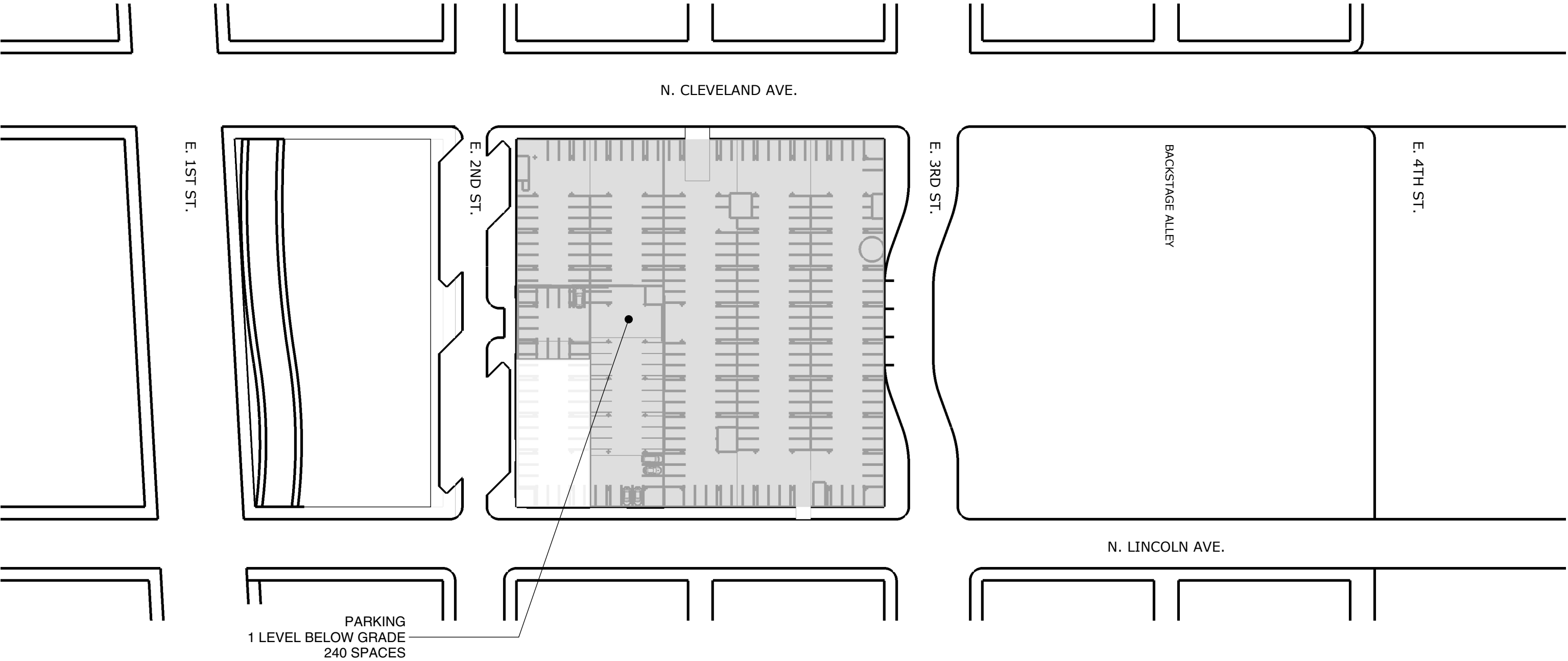
# SITE PLAN

OPTION F



# BASEMENT PLAN

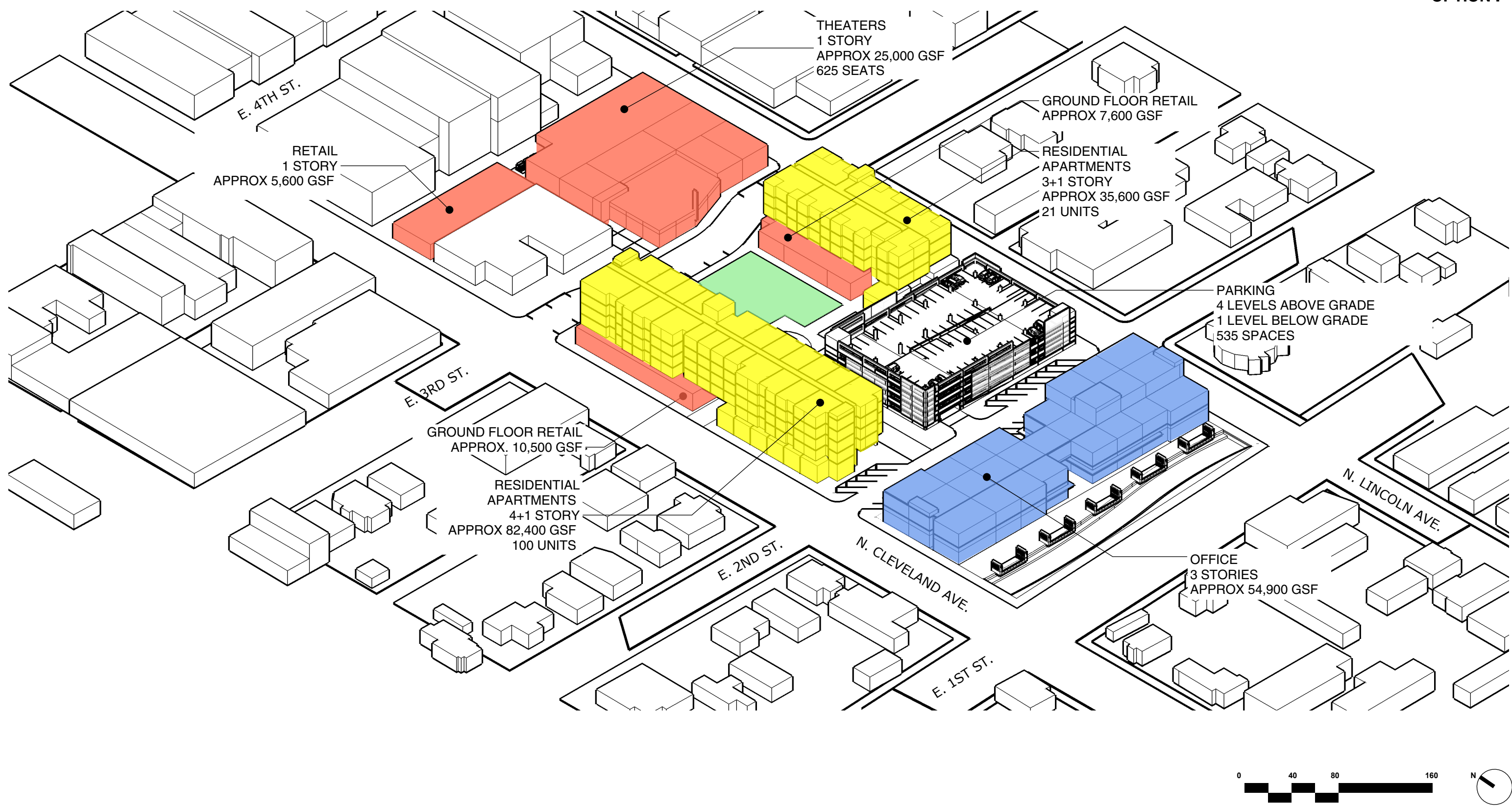
OPTION F





# AXONOMETRIC VIEW

## OPTION F





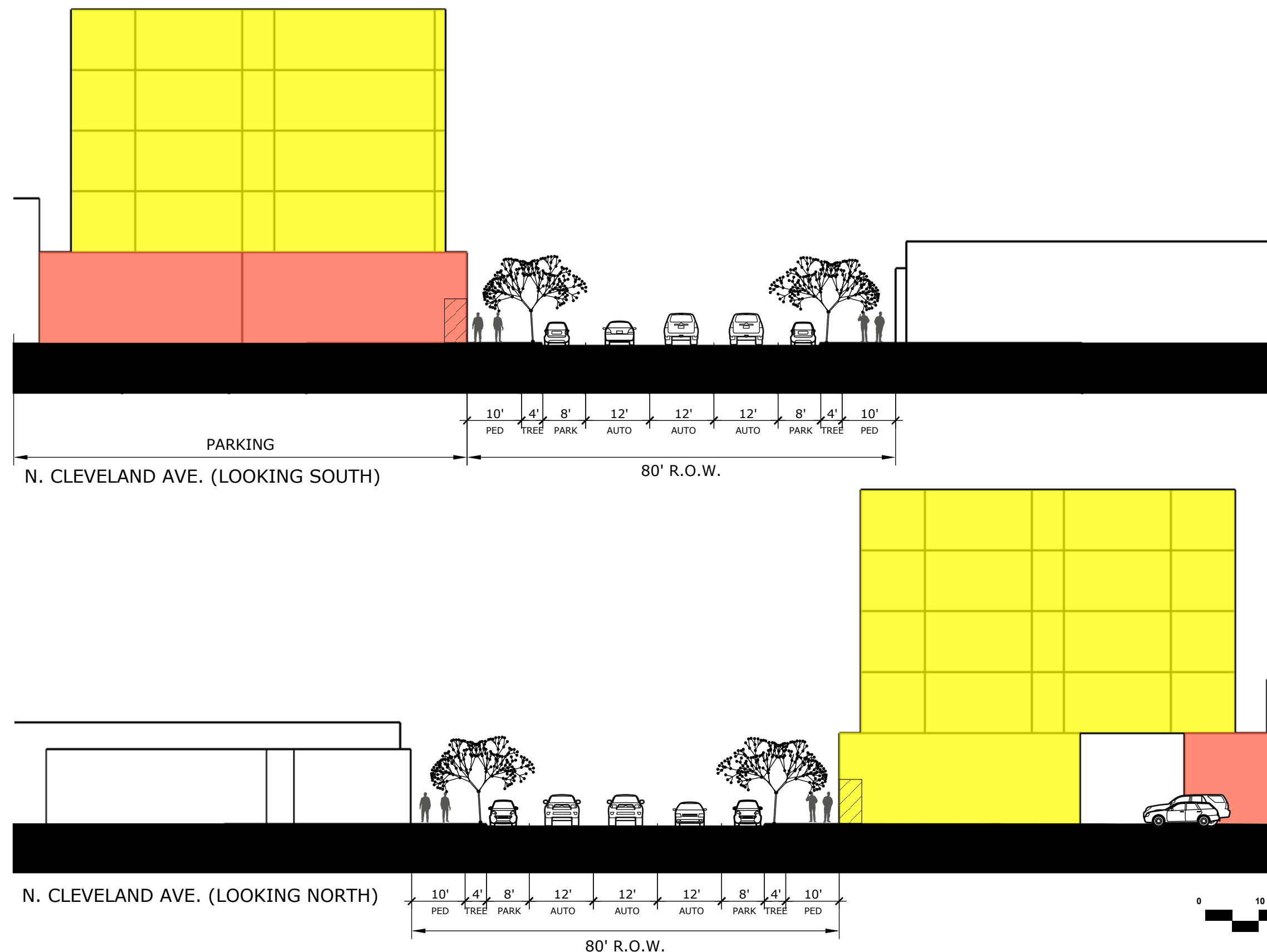
# SITE SECTION

## OPTION F



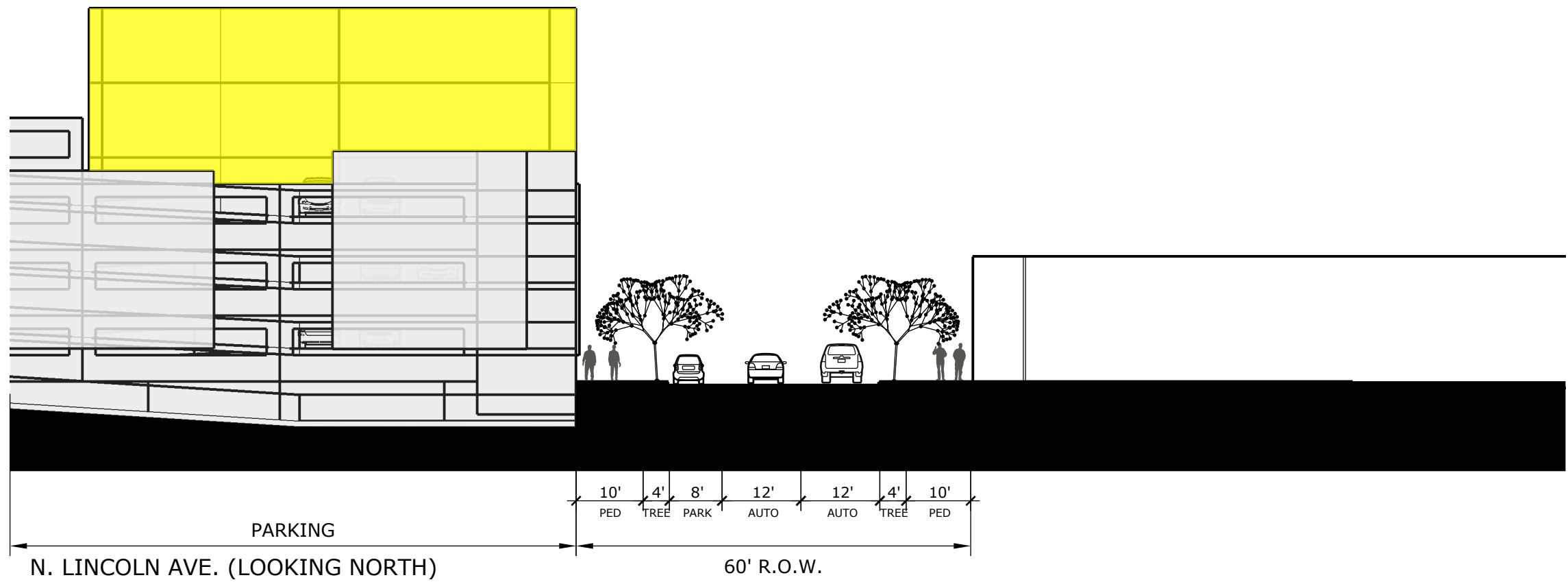
# STREET SECTION

## OPTION F



# STREET SECTION

OPTION F

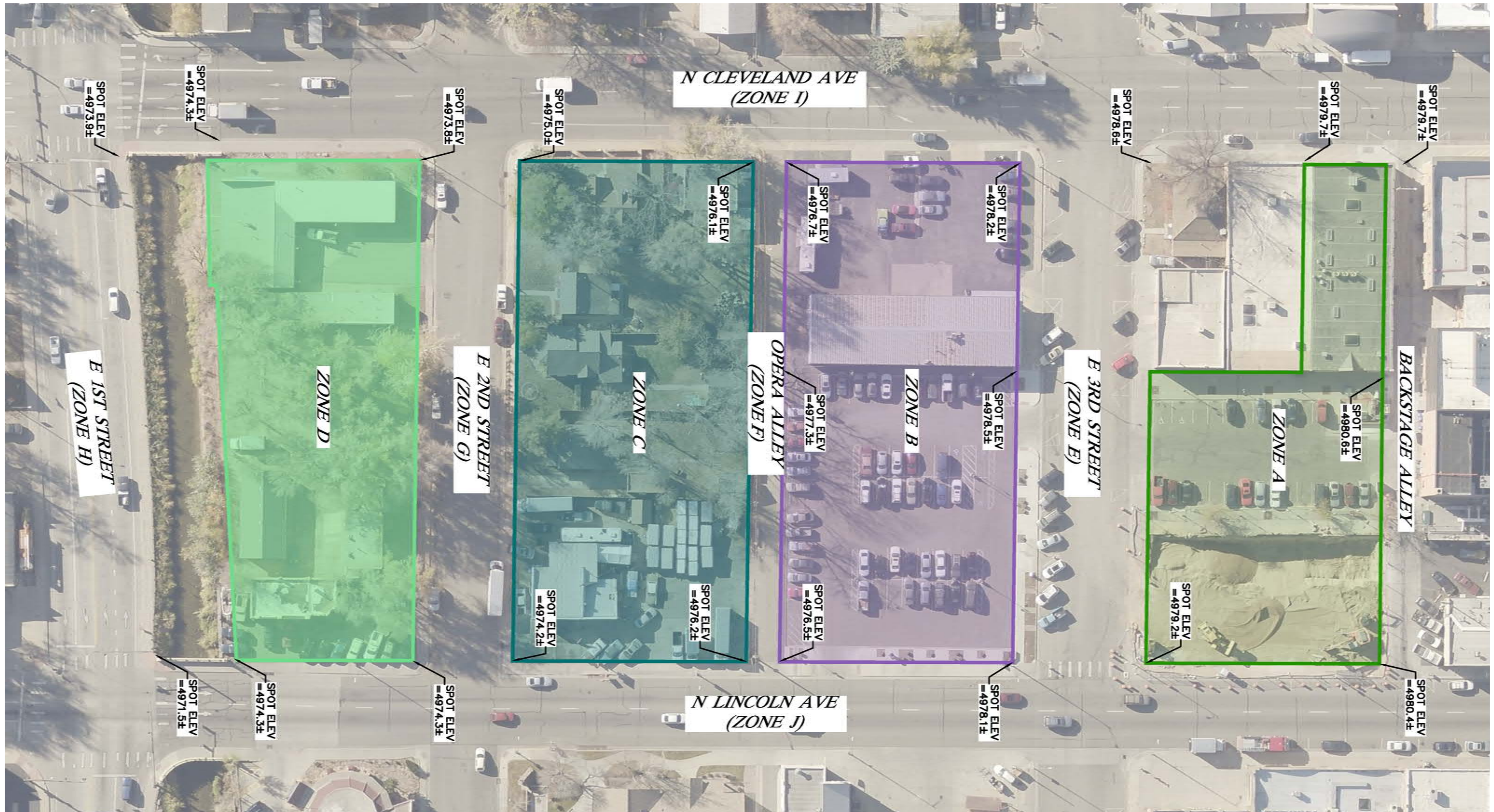








# SITE SPOT ELEVATIONS





# UTILITY DIAGRAM





## EXCLUSIVE NEGOTIATION AGREEMENT

**THIS EXCLUSIVE NEGOTIATION AGREEMENT** (the "Agreement") dated February 25, 2016, is made by and between the CITY OF LOVELAND, COLORADO, a body corporate and politic of the State of Colorado (the "City") and Brinkman Capital, LLC, a Colorado limited liability company (the "Developer"), which may be referred to individually herein as a "Party" or collectively herein as the "Parties."

In consideration of the following mutual covenants and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Development Project.** Pursuant to a competitive bidding procedure established by the City, the Developer's affiliate, Brinkman Development, LLC ("Brinkman Development") submitted a proposal dated November 13, 2015 ("Proposal"), concerning the redevelopment of the real property that is depicted on the attached map, labeled **Exhibit A**, and incorporated herein by this reference, and which includes the street rights of way on 2<sup>nd</sup> Street and 3<sup>rd</sup> Street between Lincoln and Cleveland Avenues as well as any public alleyways (the "Property").

The Parties acknowledge that the Proposal is conceptual and a starting point for negotiations.

The Proposal provides for construction on the Property of the following:

- A three- or four-story commercial building with approximately 57,000 square feet.
- A four- or five-story mixed-use building with approximately 78,000 square feet to include up to 100 multifamily apartment units, with some ground floor office and/or retail space.
- A single-story, 22,250 square foot movie theater with four to six movie screens.
- One or two stories of approximately 28 for-sale condominium units that are comprised of approximately 28,080 square feet.
- A parking structure with an estimated 370 parking spaces sized to the needs of the development, the downtown and ground floor retail. Parking spaces within the structure may be above or below grade.
- Approximately seven artist studios.
- Improvements to the Greeley Loveland Irrigation Canal ("GLIC") and the areas adjacent to Lincoln Avenue that serve as a gateway to downtown.
  - Both parties agree that any improvements to GLIC are subject to additional input from the community, project design team, and City's review team and are subject to review by representatives from GLIC.
  - Both parties acknowledge that the cost of any public improvements are subject to further negotiation.

Such Property and Proposals described in Section 1 above shall be referred to collectively in this Agreement as the "Project."

The City acknowledges that the Developer, in entering into this agreement, will be seeking significant financial participation as indicated in their Proposal and which is outlined in Exhibit B. Further, both parties agree that the information in Exhibit B is based on a conceptual design that

is subject to change and is merely a starting point for negotiations and nothing in this Agreement is commitment by the City to such financial participation.

On January 19, 2016, the RFP Review Committee, appointed by the Loveland City Council ("City Council") recommended the Developer as the City's "preferred developer" with which to enter into an exclusive negotiation agreement for redevelopment of the Property as described above as the Project. Such selection and the execution of this Agreement shall not be deemed acceptance of the Proposal or the Developer by the City. The Project shall not be deemed accepted until the Parties execute a mutually agreeable Disposition and Re-Development Agreement (the "DRA"), which may differ *substantially from the Project*; provided, however, failure of the Parties to agree upon a material revision or alteration of the Project, without more, shall not constitute a violation of this Agreement, including the obligation of the Parties to negotiate in good faith.

2. **Exclusive Negotiations.** The Parties agree that for a period beginning on February 2, 2016 and expiring on August 2, 2016 (the "Negotiation Period"), they will negotiate exclusively and in good faith with one another in an effort to reach a mutually acceptable DRA. The Negotiation Period may be extended only by written amendment of this Agreement authorized and executed by the Parties, and such amendment must be approved by City Council.

3. **Deposit.** Upon execution of this Agreement, the Developer shall deliver to the City a good faith deposit of Ten Thousand Dollars (\$10,000) in the form of a company check (the "Deposit"). The Deposit shall be held by the City during the term of this Agreement and all extensions. The City shall retain the Deposit in an interest bearing account. All interest earned on the Deposit shall be added to and become part of the Deposit. If, in spite of the Parties' best efforts and good faith negotiations, they are unable to agree upon a mutually acceptable DRA, the Deposit, and all interest earned thereon, shall be promptly returned to the Developer by the City. The Developer agrees that the City shall retain the Deposit, and all interest earned thereon, as liquidated damages if the Developer breaches this Agreement by failing or refusing to meet at reasonable intervals or in accordance with a mutually established schedule to negotiate with the City's representatives or if the Developer otherwise fails to negotiate in good faith (collectively, "Deposit Retention Events"). The Developer agrees to provide the City with a proposed schedule of meetings.

4. **DRA Timeline.** The Parties agree to adhere to the following timeline for the development of the DRA:

DATE	ITEM
FEBRUARY 2	Effective date of this Agreement
APRIL 4	Preliminary site plan that includes the location of various elements of the Project, including the parking structure and any new or relocated infrastructure
MAY 2	Preliminary pro forma and construction

AUGUST 2

budget and definition of the Project site

Complete preliminary term sheet that includes the major terms and conditions, including, financing, for the DRA; Complete first draft of the DRA to be brought before City Council for review and consideration.

5. **Developer's Duties and Covenants.** The Developer warrants and covenants as follows:

a. Developer inspected and is reasonably familiar with the general character and location of the Property. For purposes of this section, Developer assumes all areas of land have had a Phase 2 environmental study performed and the City will provide the Developer with all documentation regarding the environmental conditions, including all actions taken by the City to abate, remediate and/or cure any known environmental conditions.

b. The Developer understands and acknowledges that the Property is subject to certain legal requirements, including to the Downtown Urban Renewal Plan, as amended, and the Loveland Downtown Development Authority and, when appropriate, the restrictions, covenants, conditions and obligations required by the City and all applicable law. The Parties will jointly seek reasonable modifications to any such requirements that may be required by the terms of the final DRA, as agreed upon by the Parties.

c. Developer hereby certifies to the best of Developer's actual knowledge that it possesses the legal ability and the ability to obtain adequate financing to develop the Property by constructing the improvements contemplated by the Proposal. Subject to normal financing contingencies and market conditions, the Developer knows of no reason or circumstance that will preclude its ability to obtain adequate financing. This warranty by Developer is subject to the Project not materially deviating from the current Proposal.

d. The Developer will disclose to the City, prior to the execution of the DRA, its principals, officers, stock holders, partners, joint venturers, members, guarantors, and other interested persons that will be involved in the ownership of the special purpose entity(ies) that will develop, own and operate the real property and improvements located thereon of the Project. The City acknowledges and agrees that the ownership composition of such entities have not been finalized.

e. As part of the Developer's obligations under this Agreement, the Developer shall reasonably cooperate with the City, its bond advisors, underwriters, attorneys, legal advisers, consultants, City staff and others involved in the financing and completion of the Project.

f. The Developer shall submit to the City periodic reports as reasonably requested by the City, regarding the progress of studies, reports, plans, designs and other activities that affect

the negotiation of the DRA. Reports made by the Developer at scheduled meetings shall satisfy this Agreement.

h. The Developer shall provide at its own expense) the professional services necessary to complete the preliminary site design and conceptual rendering for the Project ("Professional Expenses"), in a form reasonably satisfactory to the City.

i. The Developer shall provide tenant commitment(s) for the retail space, at terms that are reasonably satisfactory to the City. Developer agrees to provide market comparable to the City in an effort to verify market rates.

j. The Developer shall provide, market studies ("Market Studies") that demonstrate retail and housing demand, in a form reasonably acceptable to the City.

k. The Developer shall complete, at its own expense, site design and conceptual design renderings for the Project, in a form reasonably acceptable to the City.

l. The City agrees to dedicate sufficient staff to ensure timely input and review of conceptual design renderings.

m. The City agrees to make available space for meetings at no cost to the Developer, to provide all documents related to the project site, electronic CAD files prepared by the civil engineer and other information as necessary.

m. The City acknowledges that it has no claim to any work product including but not limited to site design, conceptual renderings, and Market Studies. In the event that the parties fail to reach an agreement, the City is not entitled to use any work product without prior agreement from the Developer.

**6. City Duties and Covenants.** The City represents, warrants, and covenants as follows:

a. To provide current and future (the environmental and clearing studies planned for Spring, 2016) site data in the City's possession, including maps and civil surveys, required to complete the preliminary Project site design and concept design, full utility and parcel maps, and title work on those portions of the Property to be conveyed;

b. Access to and prioritization of the City's internal design review team; and

c. Right of Developer to include within the Project Proposal the additional property located at 3<sup>rd</sup> Street, should it be brought under purchase contract by the Developer during the term of this Agreement and expiring one year following completion of the Project as evidenced by a certificate of occupancy.



7. **Developer and City Duties.** The Developer and the City agree to complete the following no later than the close of business on August 2, 2016, subject to the Project timeline set forth in Section 3 above:

- a. A term sheet describing the terms and conditions of the DRA;
- b. The first draft of the DRA to be brought before City Council for review and consideration;
- c. Subject to further change and revision as the Project progresses, The Project budget and redevelopment pro-forma; and
- d. To dedicate staff as needed to complete a term sheet and DRA as set forth in this Agreement, including bi-weekly meetings at the City beginning Monday, February 8, 2016 through the completion of the draft DRA.

8. **Access to Property.** At any reasonable time, the Developer, its employees, agents or contractors may enter upon the Property at the sole risk of the Developer for the purpose of making inspections or conducting such reasonable tests, investigations, studies, audits, surveys and reviews and for the purpose of removing samples from the Property in connection with the design and construction of the Project. Immediately after such entry on the Property, the Developer shall restore the Property to substantially the same condition it was in prior to such entry. The Developer shall indemnify and hold harmless the City, and City Council members, employees, agents, consultants, insurance provider and attorneys for any loss, damage or claims of any loss or damage (including reasonable legal fees) resulting from any such entry, tests and surveys. The City may require the Developer and any other person seeking such entry to sign reasonable and customary license agreements and other documents confirming the terms of this provision.

9. **Indemnification.** The Developer shall indemnify and hold harmless the City, its officials, officers, employees, agents, and insurance provider for and against any loss, damage, or claims of any loss or damage, including reasonable legal fees, resulting from any action, representation, commitment or activity of the Developer in connection with the proposed redevelopment of the Property.

10. **No Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. The City recognizes that the Developer intends to form separate, special purpose entity(ies) to develop, own and operate real property and the improvements thereon of the Project, and that assignments may be required in connection with such activities. Approval of any such assignment(s) shall not be unreasonably withheld by the City.

11. **Covenant Against Contingent Fees and Costs.** The City shall not be liable for any fees or costs, including real estate commissions or brokerage fees, or costs of studies, reports, or other

documents that may arise as a consequence of any transaction involving this Agreement or the Property or any part thereof. The Parties represent that neither has engaged a broker, agent or finder in connection with this Agreement or in connection with the sale and transfer of the Property or any part thereof.

**12. City not a Partner.** Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the City shall not be deemed to be a partner or joint venturer of the Developer or any operator or manager of the Project, and the City shall not be responsible for any debt of the Developer.

**13. Defaults; Remedies.** Upon a default by the other Party, and provided that such Party has not cured the default within twenty (20) days of the receiving written notice thereof, the remedies of the respective Parties under this Agreement shall be as follows:

a. If the Developer fails to substantially observe or perform any covenant, obligation or agreement required under this Agreement, the sole and exclusive remedy of the City shall be to cancel and rescind the Agreement, except in the case of a Deposit Retention Event, the sole and exclusive remedy of the City shall be to cancel and rescind the Agreement.

b. If the City fails to substantially observe or perform any covenant, obligation or agreement required under this Agreement, Developer shall be entitled to cancel and rescind the Agreement. The Developer shall not be entitled to any other legal or administrative remedy, action or proceeding including, without limitation, the right to seek damages, specific performance, or to seek any other right or remedy at law or in equity. The Developer shall be responsible for bearing all of its costs and expenses, direct or indirect, in connection with the Project, this Agreement or the DRA.

**14. No Other Rights or Remedies.** Notwithstanding any language in the Agreement or any other Agreement, document or communication to the contrary, the Project shall not be deemed accepted by the Parties until the DRA is executed by both Parties. The rights and remedies of the Parties are specifically limited to those set forth in this Agreement and no rights to specific enforcement or in the nature of equitable conversion will be deemed to have been created with respect to the Project, the Property or otherwise.

**15. Non-liability for Certain Persons.** No City Council member, employee, agent, consultant, underwriter, insurance provider, or attorney of the City shall be personally liable to the Developer under this Agreement or in the event of any default or breach by the City under this Agreement.

**16. Conflicts of Interest.** None of the following shall have any personal interest, direct or indirect, in this Agreement: a member of the governing body or an employee of the City who exercises responsibility concerning the Project, or an individual or firm retained by the City, who has performed or will perform consulting or legal services in connection with the Project. Nor shall any of the above persons or entities make any decisions relating to this Agreement that affect

his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

**17. Notices.** A notice or demand under this Agreement by any Party to the other shall be in writing and sufficiently given if delivered in person or via overnight courier service with guaranteed next-day delivery or by certified mail, return receipt required, postage prepaid, and;

- a. in the case of the Developer, is addressed or delivered to the Developer as follows:

Brinkman Capital, LLC  
Attn: Jay Hardy  
3528 Precision Drive, Suite 100  
Fort Collins, CO 80528

with a copy to:

Liley, Rogers & Martell L.L.C.  
Attn: Lucia Liley  
300 S. Howes Street  
Fort Collins, CO 80521

- b. in the case of the City, is addressed or delivered to the City as follows:

City Manager  
City of Loveland  
500 E. Third Street, Suite 330  
Loveland, CO 80537

with a copy to:

City Attorney  
City of Loveland  
500 E. Third Street, Suite 330  
Loveland, CO 80537

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

**18. Authorized Contacts for Communications.** The Developer and the City agree that each shall designate one individual as a point of contact for all communications pursuant to this Agreement. The City designates Mike Scholl, Economic Development Director, as its contact and the Developer designates Jay Hardy as its contact.

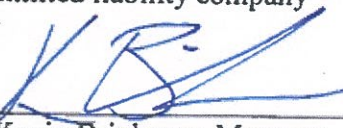
19. **Applicable Law and Venue.** The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement and exclusive venue shall be in the Larimer County District Court.

20. **Confidentiality.** Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-201 *et seq.* ("Act"), all information provided to the City is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data ("Confidential Information"), the Developer must clearly mark all Confidential Information as such and provide a written, detailed justification to the City of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the Developer, and any safeguards the Developer uses to protect the Confidential Information from disclosure. By executing this Agreement, the Developer agrees to hold the City harmless from any claim arising from the release of Confidential Information not clearly marked as such by the bidder or lacking written, detailed justification supported by Colorado law.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed as of the day first above written.

**DEVELOPER:**  
**BRINKMAN CAPITAL, LLC,**  
 a Colorado limited liability company

By: BRINKMAN REAL ESTATE SERVICES, LLC  
 a Colorado limited liability company  
 its Manager

By:   
 Kevin Brinkman, Manager



CITY:  
CITY OF LOVELAND, COLORADO

By: Sam A. Gutierrez  
Mayor

ATTEST:

Deputy City Clerk  
*[Signature]*



APPROVED AS TO FORM:

Sam Yell  
City Attorney

Exhibit A



Downtown Project Area

 Project Area  
 Possible Additional Area  
NOTE: All annotations have been completed pursuant to the City of Cleveland's request for information.



## Exhibit B

## Developer Requested Assistance – By product type (see proforma gap analysis)

Project	Land	Fee Waivers	Financial need (NPV)
Movie Theater	X	X	\$ 1,798,641
Mixed Use building	X	X	\$ -
Office	X	X	\$ 147,655
Live/Work units	X	X	\$ 793,588
Condominiums	X	X	\$ -
Artist Studios	X	X	\$ 120,430
Parking Structure	X	X	\$ 5,091,797
			\$ 7,952,111





# DOWNTOWN LOVELAND REDEVELOPMENT



## CLASS A OFFICE - AVAILABLE 2017



### DOWNTOWN DEVELOPMENT Loveland, CO

The South Catalyst development project will transform a city block in the heart of downtown Loveland. With new emphasis on an active downtown space, Tenants will experience the definition of live, work and play.

<b>Location</b>	<b>1st - 4th St. and Hwy. 287</b>
<b>Office Space Available</b>	<b>Up to 60,000 SF</b>
<b>Lease Rate</b>	<b>\$15.00 - 18.00/ SF</b>
<b>Zoning</b>	<b>BE - Established Central Business</b>

#### Project Details

- Movie Theatre - 6 Screens
- Retail - 24,000 SF
- Office - 60,000 SF
- Urban Living - 121 Units

#### Considerations

- On-Site Parking - 525 Space Garage
- Urban Amenities
- Restaurants at Your Front Door
- Entertainment



**BRINKMAN PARTNERS**

**Joshua Guernsey | Jake Arnold | Greg Roeder | Heather Matz**

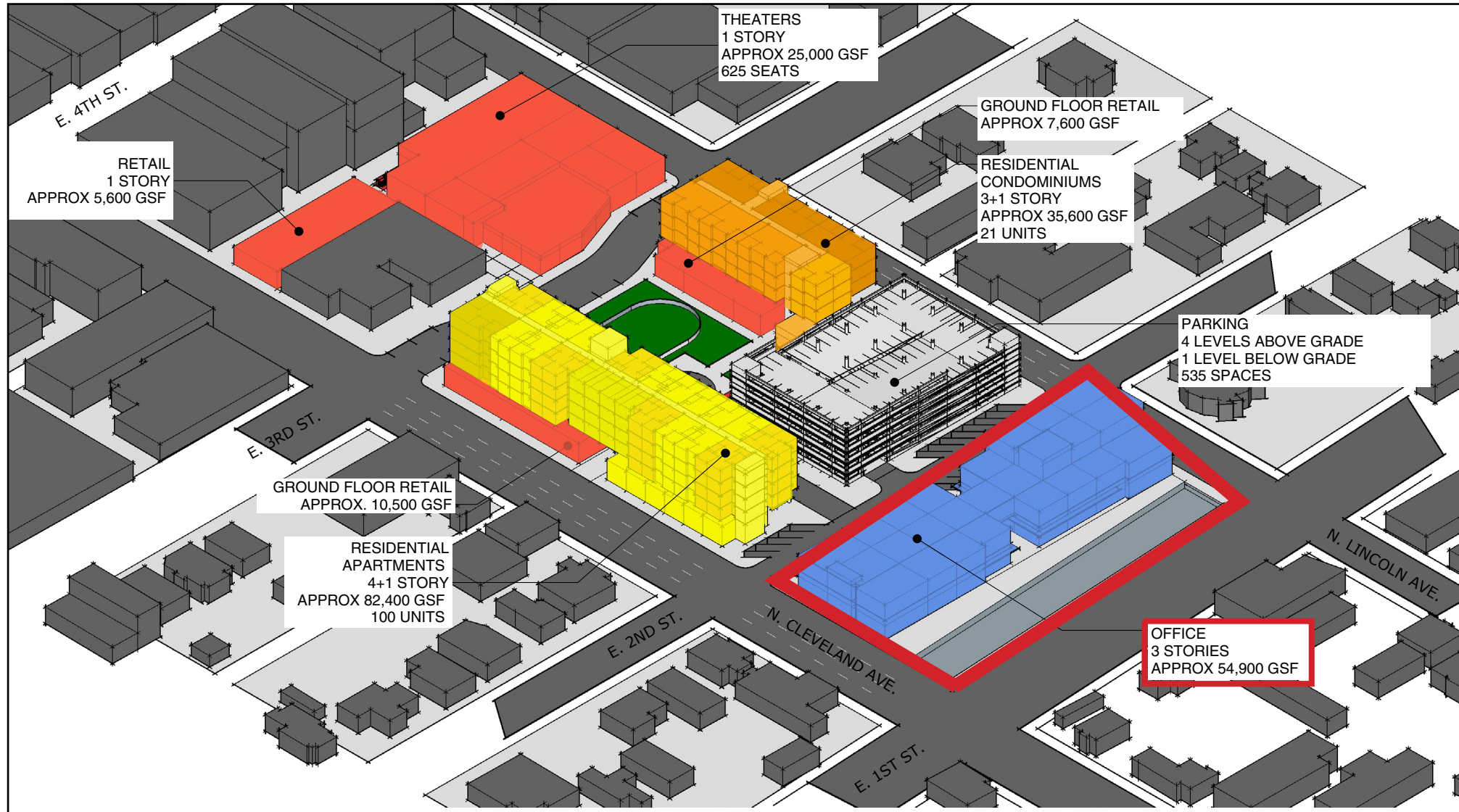
**970.206.4500 | [www.brinkmanpartners.com](http://www.brinkmanpartners.com)**

Information contained herein is not guaranteed. Potential land purchasers and tenants are advised to verify all information. Price, terms and information are subject to change.



# DOWNTOWN LOVELAND REDEVELOPMENT

## PROJECT AERIAL





# DOWNTOWN LOVELAND REDEVELOPMENT

## PROJECT AERIAL



**BRINKMAN PARTNERS**

Joshua Guernsey | Jake Arnold | Greg Roeder | Heather Matz

970.206.4500 | [www.brinkmanpartners.com](http://www.brinkmanpartners.com)

Information contained herein is not guaranteed. Potential land purchasers and tenants are advised to verify all information. Price, terms and information are subject to change.





# DOWNTOWN LOVELAND REDEVELOPMENT

## PROJECT AERIAL



Distance From:	Miles:
Fort Collins	6.5
Denver	41
Greeley	15
Longmont	13
Boulder	25.5
Denver International Airport	40
Estes Park	22
Broomfield	32
Cheyenne	50
Laramie	68
Colorado Springs	110





# DOWNTOWN LOVELAND REDEVELOPMENT



## RETAIL - AVAILABLE 2017



## DOWNTOWN DEVELOPMENT Loveland, CO

The South Catalyst development project will transform a city block in the heart of downtown Loveland. With new emphasis on an active downtown space, Tenants will experience the definition of live, work and play.

<b>Location</b>	<b>1st - 4th St. and Hwy. 287</b>
<b>Retail Space Available</b>	<b>18,100 SF</b>
<b>Lease Rate</b>	<b>\$16.00 - 18.00/ SF</b>
<b>Zoning</b>	<b>BE - Established Central Business</b>

### Project Details

- Movie Theatre - 6 Screens
- Retail - 24,000 SF
- Office - 60,000 SF
- Urban Living - 121 Units

### Considerations

- On-Site Parking - 525 Space Garage
- Urban Amenities
- Restaurants at Your Front Door
- Entertainment



**BRINKMAN PARTNERS**

**Joshua Guernsey | Jake Arnold | Greg Roeder | Heather Matz**

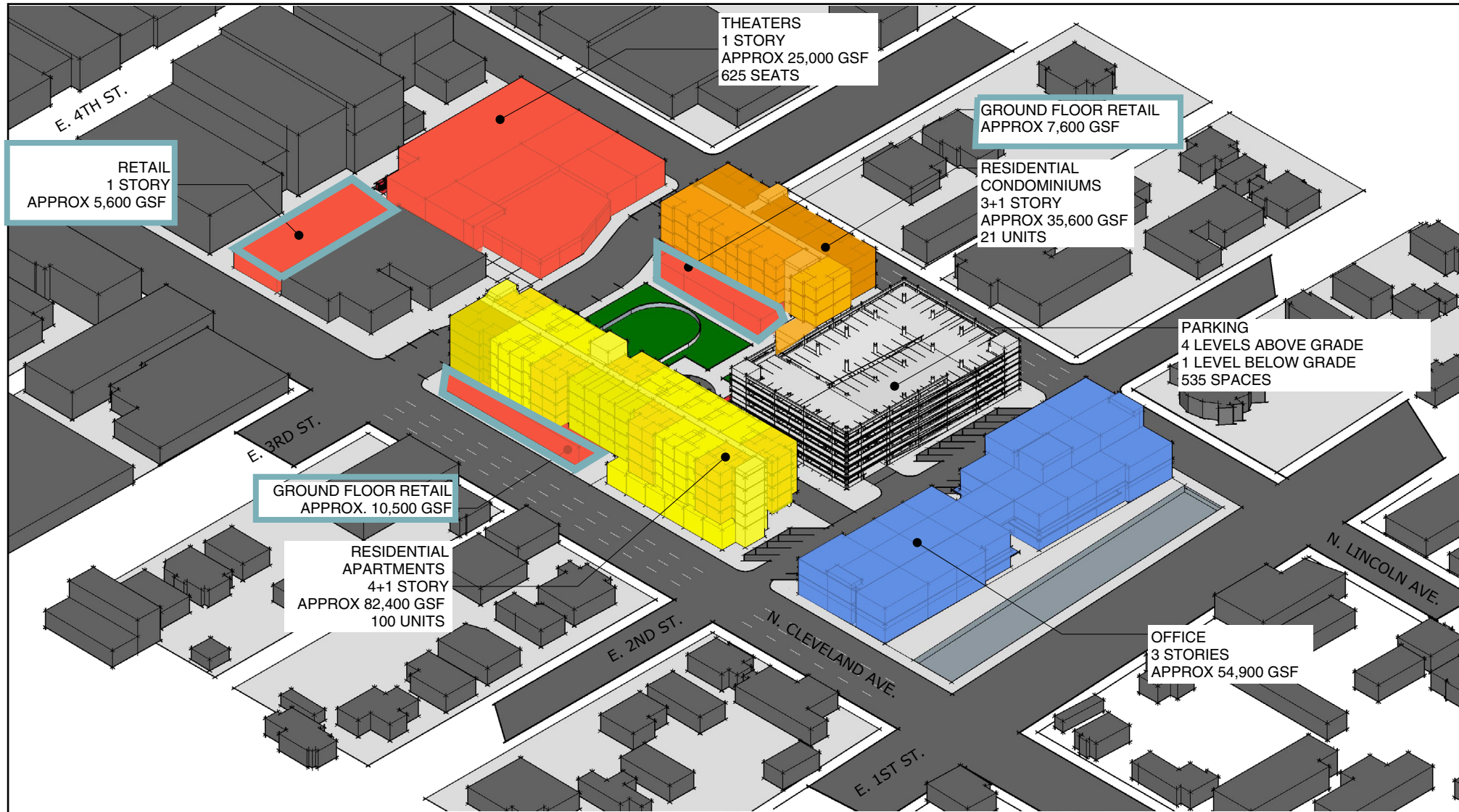
**970.206.4500 | [www.brinkmanpartners.com](http://www.brinkmanpartners.com)**

Information contained herein is not guaranteed. Potential land purchasers and tenants are advised to verify all information. Price, terms and information are subject to change.



# DOWNTOWN LOVELAND REDEVELOPMENT

## PROJECT AERIAL





# DOWNTOWN LOVELAND REDEVELOPMENT

## PROJECT AERIAL



**BRINKMAN PARTNERS**

Joshua Guernsey | Jake Arnold | Greg Roeder | Heather Matz

970.206.4500 | [www.brinkmanpartners.com](http://www.brinkmanpartners.com)

Information contained herein is not guaranteed. Potential land purchasers and tenants are advised to verify all information. Price, terms and information are subject to change.





# DOWNTOWN LOVELAND REDEVELOPMENT



## PROJECT AERIAL



Distance From:	Miles:
Fort Collins	6.5
Denver	41
Greeley	15
Longmont	13
Boulder	25.5
Denver International Airport	40
Estes Park	22
Broomfield	32
Cheyenne	50
Laramie	68
Colorado Springs	110



Joshua Guernsey  
970.672.1019  
joshua.guernsey@brinkmanpartners.com



Jake Arnold  
970.237.5728  
jake.arnold@brinkmanpartners.com

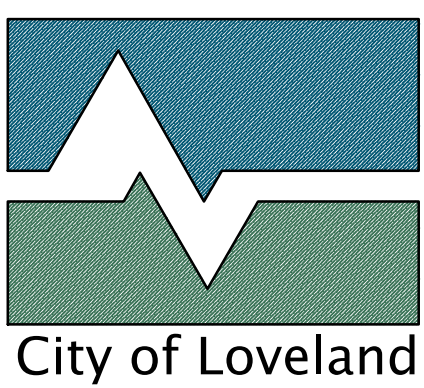
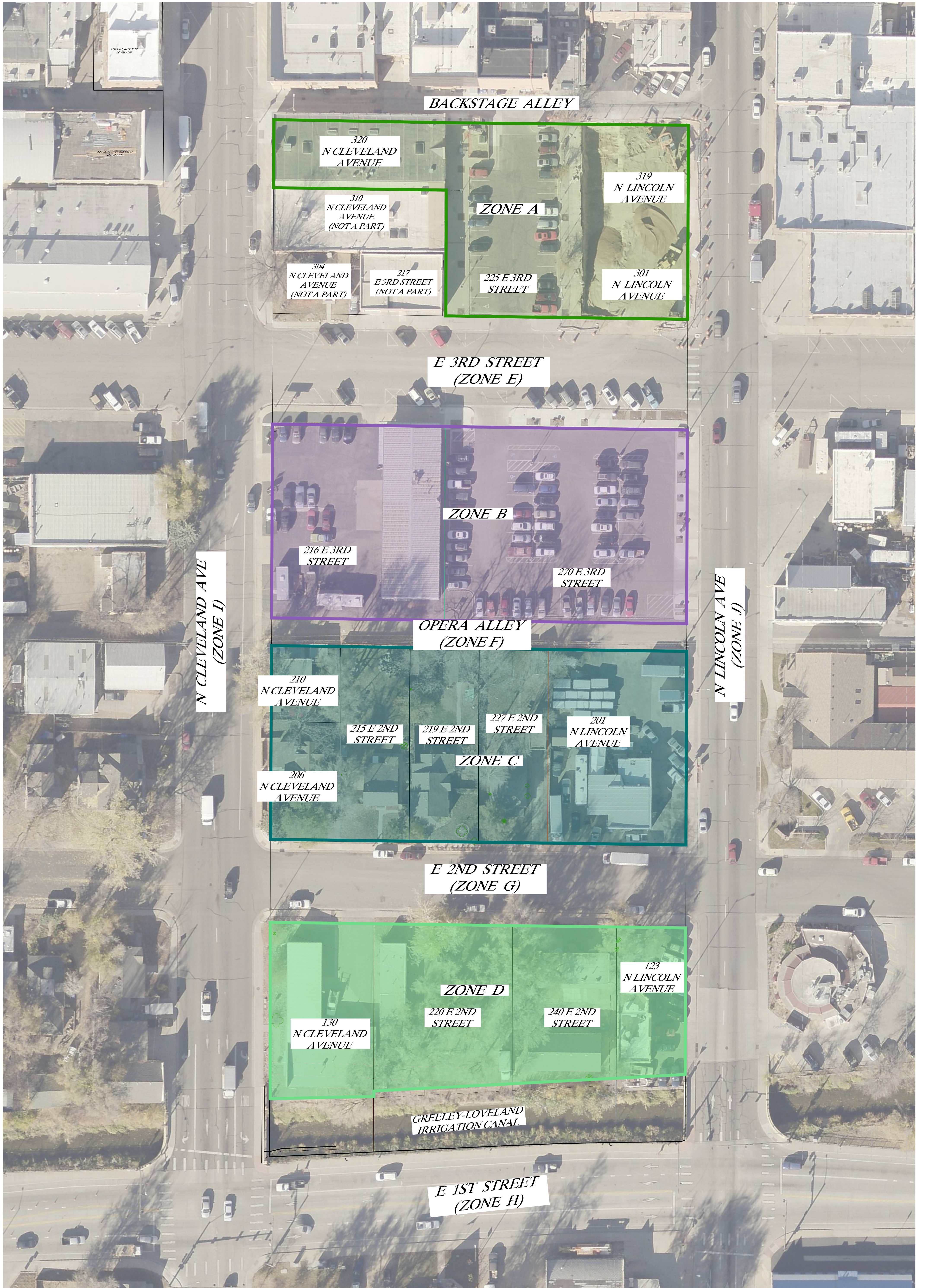


Greg Roeder  
970.213.2095  
greg.roeder@brinkmanpartners.com



Heather Matz  
970.690.1742  
heather.matz@brinkmanpartners.com





# CITY OF LOVELAND

## SOUTH CATALYST PROJECT - DEMOLITION

