

**REGULAR MEETING OF THE AURA BOARD OF COMMISSIONERS
5601 Olde Wadsworth Boulevard, Ste. 210, Arvada, Colorado
5:30 p.m., Wednesday, April 3, 2019**

AGENDA

REGULAR MEETING – 5:30 P.M.

1. Call to Order
2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Members
4. Approval of the Summary of Minutes
5. Public Comment of Issues not scheduled for Public Hearing – Three Minute Limit
6. Public Hearing – None
7. Study Session – None
8. Old Business – None
9. New Business
 - A. Cooperation Agreement Between the Arvada Urban Renewal Authority and Haskins Metropolitan District
10. Development Update
11. Public Comment – Five Minute Limit
12. Comments from Commissioners
13. Committee Reports
14. Staff Reports
15. Executive Session – None
16. Adjournment

**SUMMARY OF MINUTES OF REGULAR MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 6, 2019
5601 OLDE WADSWORTH BLVD., SUITE 210, ARVADA, CO 80002**

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REGULAR MEETING

1. Call to Order – Chair Fred Jacobsen called the meeting to order at 5:30 p.m.
2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Commissioners: Chair Fred Jacobsen, Vice Chair Alan Parker, Treasurer Tony Cline, Commissioners Michelle DeLaria, Moni Piz Wilson, Sue Dolan, Marc Williams

AURA staff present: Maureen Phair, Executive Director; Corey Hoffman, Legal Counsel; Carrie Briscoe, Project Manager; Peggy Salazar, Administrative Specialist

Also present: Tim Masters and Jim Allen, TJC, Ltd. and one guest.

Commissioner DeLaria joined the meeting at 5:33 pm

4. Approval of Minutes

The Summary of Minutes of the AURA Board meeting on February 6, 2019, stands approved.

5. Public Comment on Issues Not Scheduled for Public Hearing – Three Minute Limit

None.

6. Public Hearing

None.

7. Study Session

- A. Micro Housing Presentation – Tim Masters and Jim Allen, TJC, Ltd.
Maureen Phair introduced Tim Masters and Jim Allen, TJC, Ltd. Tim Masters with TJC Ltd., presented the concept of urban micro housing. Mr. Masters displayed a wide range of housing structures along with demographics. The targeted demographics include millennials and senior individuals named the “missing middle”, who are unable to afford to purchase a home priced at \$500,000 or more. There was a lengthy discussion regarding micro housing.
- B. Discussion: Timing of Land Conveyance
Ms. Phair explained the two forms of agreements, DDA and DA. Ms. Phair explained the key word being ‘Disposition’ which applies only when AURA owns the land. The DDA specifies AURA will transfer the property after the developer obtains their building permits and financing which is the final step in City approvals. The City approvals consist of PDP and FDP which are considered entitlements. The City has their own Development Agreement with developers.

Cory Hoffman, Legal Counsel, expanded on the letter of entitlement. Final entitlement approval will be at the time of conveyance of the property. This is after the developer posts the letter of credit guaranteeing financial buy-in.

The AURA Board instructed Ms. Phair to provide the next amendment to the Loftus DDA which will transfer the property once the PDP and FDP are approved. Also the Board stated this procedure will be determined on a case by case basis.

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8. Old Business

- A. Resolution AR-19-02 Seventh Amendment to an Employment Agreement by and Between the Arvada Urban Renewal Authority and Maureen C. Phair as Secretary and Executive Director

Vice Chair Parker moved that Resolution AR-19-02 Seventh Amendment to an Employment Agreement by and Between the Arvada Urban Renewal Authority and Maureen C. Phair as Secretary and Executive Director, be approved.

Commissioner Williams spoke to the motion and said that City Council voted 7-0 to approve the Agreement.

The following votes were cast on the Motion:

Voting yes: Jacobsen, Parker, Cline, DeLaria, Dolan, Piz Wilson, Williams

The Motion was approved.

- B. Seventh Amendment to Ralston Creek North Disposition and Development Agreement Amend the DDA to recognize the restaurant pad, which will develop separately with its own milestone date. The restaurant pad is fully defined, and will give Loftus six additional months to work on the restaurant pad. The PDP application needs to be submitted at the end of September 2019.

Commissioner Williams moved that the Seventh Amendment to Ralston Creek North Disposition and Development Agreement between Arvada Urban Renewal Authority and Ralston Creek LLC, be approved.

The following votes were cast on the Motion:

Voting yes: Jacobsen, Parker, Cline, DeLaria, Dolan, Piz Wilson, Williams

The Motion was approved.

9. New Business

- A. Resolution AR-19-03: A Resolution of the Board of Commissioners of the Arvada Urban Renewal Authority Establishing a Designated Public Place for the Posting of Meeting Notices

Ms. Phair noted that legal counsel addressed the need for AURA to provide an annual notice to establish a designated public place for the posting of meeting notices.

Commissioner DeLaria moved that Resolution AR-19-03: A Resolution of the Board of Commissioners of the Arvada Urban Renewal Authority Establishing a Designated Public Place for the Posting of Meeting Notices, be approved.

The following votes were cast on the Motion:

Voting yes: Jacobsen, Parker, Cline, DeLaria, Dolan, Piz Wilson, Williams

The Motion was approved.

10. Development Update

**SUMMARY OF MINUTES OF REGULAR MEETING
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Maureen Phair, Executive Director, provided the following development updates:

Marvelle Ralston Creek (Alliance's active adult community) - Alliance Residential submitted their second PDP round on March 22, 2019.

Ralston Creek Village - Berkeley Town Homes is submitting their PDP on March 18, 2019.

Trammell Crow – Phase II Arvada Events. AURA staff and Trammell Crow met with Arvada Events. The City of Arvada, AURA staff and Trammell Crow are working with an architect to see if the site can support a conference center, hotel, retail and parking.

The vacant K-mart and King Soopers site – Ms. Phair met with the church nearby regarding relocation. The church was enthusiastic with this option.

The Board instructed Ms. Phair to further research the demand for multi-family housing for a study session. Treasurer Cline asked to overlay the data from student loan debt and how it applies to the demand for multi-family, which in turn creates demand for housing product. Also include data on which age demographic provides the most sales-tax to the city.

Walmart Outparcel – Jefferson County Housing Authority (JCHA) completed a Phase 1 on the parcel. They will need to install a vapor barrier under the foundation. The next step is talk to the owner, IRG, to send a letter of intent.

City Stores – An option is to have JCHA partner to develop and share amenities including parking. The other option is relocate the current post office to the city stores location when their lease expires in 2023.

11. Public Comment – Five Minute Limit

None.

12. Comments from Commissioners

Commissioner DeLaria noted her last Board meeting will be on April 3rd.
Commissioner Dolan thanked Ms. Phair for monthly update
Commissioner Williams reported the PUC approved three of the fifteen quiet zones for the G-Line. He is attending the National League of Cities in Washington, DC and during his stay he is meeting with the Federal Railroad Administration (FRA).

13. Committee Reports

None.

14. Staff Reports

Maureen Phair noted the Flash Report and reissuing expired CDs into accounts with higher interest rates.

Ms. Phair extended an Invitation to attend the State of the City event to be held on Friday, April 19.

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Carrie Briscoe provided an update on Communications Report. Ms. Briscoe conveyed the results from the Facebook survey poll.

The Board agreed to schedule future dinner and workshops at 5 p.m., followed by the board meeting at 6 p.m.

Ms. Phair announced Commissioner DeLaria's last Board meeting is next month. Commissioner DeLaria selected Yak and Yeti for dinner.

Mr. Hoffman reported that there is minor urban renewal legislation passing through legislature to add (blighting or not blighting property) to the statute drafted by CML with no opposition.

15. Executive Session

Corey Hoffman, Legal Counsel stated the need for an Executive Session to review Personnel Matters, Pursuant to CRS 24-6-402(4)(f). Treasurer Cline moved to go into executive session for the reasons stated by legal counsel.

The following votes were cast on the Motion:

Voting yes: Jacobsen, Parker, Cline, DeLaria, Dolan, Piz Wilson, Williams

The Motion was approved.

The AURA Board convened into the Executive Session at 7:53 pm and reconvened into the Regular Meeting at 8:20 pm.

16. Adjournment

The meeting was adjourned by Chair Jacobsen at 8:20 p.m.

Fred Jacobsen, Chair

ATTEST:

Maureen Phair, Executive Director

Carrie Briscoe, Recording Secretary

**ARVADA URBAN RENEWAL AUTHORITY
AGENDA INFORMATION SHEET**

Agenda No.: Item 9A
Meeting Date: April 3, 2019
Title: Cooperation Agreement between the Arvada Urban Renewal Authority and Haskins Metropolitan District

ACTION PROPOSED: Approve the Cooperation Agreement between the Arvada Urban Renewal Authority and Haskins Metropolitan District.

INFORMATION ABOUT THE ITEM:

Haskins Station is a large housing development planned for the “back leg of the dog”. Remington Homes came to us to ask for financial assistance and it was determined that there was not a need for AURA to get involved. The project received approval from City Council and is moving forward.

To help finance the public improvements, Remington Homes is creating a metro district. These additional mills will come through AURA’s office and we will forward those funds back to the developer – similarly to how we treat the additional mills at Arvada Ridge and Candelas. AURA will charge a 1% processing fee. This Cooperation Agreement allows the mills to flow through our office.

FINANCIAL IMPACT: AURA will receive a 1% processing fee to process the funds until 2028, when the URA expires.

STAFF RECOMMENDATION: Staff recommends approving the Cooperation Agreement between the Arvada Urban Renewal Authority and Haskins Metropolitan District.

SUGGESTED MOTION: I move that the AURA Board approve Resolution AR-19-04 A Resolution Approving A Cooperation Agreement By and between the Arvada Urban Renewal Authority and Haskins Metropolitan District.

RESOLUTION AR-19-04

**A RESOLUTION APPROVING A COOPERATION AGREEMENT BY
AND BETWEEN THE ARVADA URBAN RENEWAL AUTHORITY AND
HASKINS STATION METROPOLITAN DISTRICT**

WHEREAS, the Arvada Urban Renewal Authority ("AURA") is a duly constituted urban renewal authority created pursuant to C.R.S. § 31-25-101, *et. seq.*;

WHEREAS, Haskins Station Metropolitan District (the "District") is a special district organized pursuant to Title 32, C.R.S.;

WHEREAS, C.R.S. § 29-1-203 and C.R.S. § 31-25-112 authorize and enable governments and urban renewal authorities of the State of Colorado to enter into cooperative agreements or contracts;

WHEREAS, AURA is carrying out the Ralston Fields Urban Renewal Plan adopted on September 5, 2003 (the "Plan"), and the District is cooperating with AURA to facilitate carrying out the Plan and urban renewal projects;

WHEREAS, AURA and the District desire to enter into an Agreement controlling the transfer to the District of property tax revenues that AURA receives from the District's mill levy on taxable property in the urban renewal area; and

WHEREAS, the terms and conditions of such an agreement have been negotiated and agreed upon by the parties and the AURA Board of Commissioners wishes to authorize the same.

NOW, THEREFORE, BE IT RESOLVED BY THE ARVADA URBAN RENEWAL AUTHORITY, ARVADA, COLORADO:

Section 1. The Cooperation Agreement by and between AURA and the District (the "Agreement"), in substantially the form attached hereto is hereby approved, and the AURA Chairman may sign, and the Executive Director attest said Agreement in form approved by the AURA Legal Counsel.

APPROVED AND ADOPTED this _____ day of _____, 2019.

Fred Jacobsen, Chairman

ATTEST:

Maureen Phair, Executive Director

APPROVED AS TO FORM:

Corey Y. Hoffmann, Legal Counsel

**COOPERATION AGREEMENT
BETWEEN THE
ARVADA URBAN RENEWAL AUTHORITY AND
HASKINS STATION METROPOLITAN DISTRICT**

THIS COOPERATION AGREEMENT (“**Agreement**”) is made and executed effective the _____ day of _____, 2019, by and between the **ARVADA URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado (“**AURA**”); and **HASKINS STATION METROPOLITAN DISTRICT** (the “**District**”). AURA and the District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, AURA is carrying out the Ralston Fields Urban Renewal Plan adopted by AURA on September 5, 2003 (the “**Plan**”), which Plan provides that AURA may utilize tax increment financing as contemplated by § 31-25-107(9)(a), C.R.S., the relevant portion of the Colorado Urban Renewal Law (§ 31-25-101 *et seq.*); and

WHEREAS, the District is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, the District’s boundaries overlap AURA’s jurisdictional boundaries such that the District has the authority to impose a mill levy within AURA’s jurisdictional boundaries, subject to the limitations set forth in the District’s Service Plan; and

WHEREAS, the Urban Renewal Law provides that a plan may include a provision that provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan (the “**Urban Renewal Area**”) shall be divided each year for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the “**TIF Revenue**”) shall be allocated to and paid into a special fund of the urban renewal authority to pay the principal of, and interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the urban renewal authority for financing an urban renewal project; and the Plan contains such a provision; and

WHEREAS, AURA, and the District recognize that a division of taxes pursuant to § 31-25-107(9)(a), C.R.S., on property within the boundaries of the District without an agreement concerning the sharing of TIF Revenue that results from the District’s mill levy on taxable property in the Urban Renewal Area may hinder the effectuation of the Plan and urban renewal projects within the Urban Renewal Area and may hinder the District's ability to provide services within the Urban Renewal Area; and

WHEREAS, the District is cooperating with AURA to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area, and AURA hereby finds that the

improvements and activities to be undertaken by the District as set forth in the District Service Plan are in furtherance of the Plan; and

WHEREAS, AURA and the District desire to enter into this Agreement for the transfer to the District of property tax revenues that AURA receives from the District's mill levy on taxable property in the Urban Renewal Area; and

WHEREAS, AURA and the District are authorized to enter into this agreement pursuant to law, including without limitation § 31-25-112, C.R.S.; and

WHEREAS, AURA, and the District have determined it is in the best interest of the Parties to enter into this agreement to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area; and

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises and agreements of each of the Parties hereto, it is agreed by and among the Parties hereto as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. District Tax Levy Allocation.

(a) AURA agrees to remit to the District all of the increase in property tax revenues calculated, produced, and allocated to AURA as a result of the levy of the District upon taxable property within the Urban Renewal Area pursuant to and in accordance with § 31-25-107(9)(a)(II), C.R.S. of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "**District Tax Levy Allocation**"), after deducting an AURA Administrative Fee of one percent (1%) in order that the District may use such revenues in furtherance of the Plan. The AURA Administrative Fee shall cover such costs associated with collection, accounting and distribution of the District Tax Levy Allocation.

(a) Commencing on the date of this Agreement and for the period of time that that the provisions of the Plan authorizing the receipt by AURA of TIF Revenue are in effect pursuant to § 31-25-107(9)(a)(II), C.R.S., AURA shall transfer to the District on or before August 1st of each year, commencing on August 1, 2019, all revenues attributable to the District received during the previous calendar year with the deduction of the AURA Administrative Fee (the "**TIF Remittance**"), in order that the District may use such revenues in furtherance of the Plan.

(b) If the City approves a modification of the Plan which results in TIF Revenues from the District Tax Levy Allocation being allocated to AURA for an additional period beyond the period currently authorized by the Colorado Urban Renewal Law, which is twenty-five (25) years from the effective date of the Plan, then AURA shall continue to make the

TIF Remittance transfers to the District for the duration of such additional period, in order that the District may continue to use such revenues in furtherance of the Plan.

3. Use of District Tax Levy Allocation. The District agrees to use TIF Revenues received pursuant to this Agreement in accordance with the statutory authority granted to the District under its Service Plan and §§ 32-1-101, *et seq.*, C.R.S. and in furtherance of the Plan.

4. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected and allocated to AURA within the Urban Renewal Area described by the plan in accordance with § 31-25-107(9)(a)(II), C.R.S. and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City or AURA.

5. Subordination. In the sole discretion of AURA, the obligation of AURA to pay revenues from the District Tax Levy Allocation to the District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by AURA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

6. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; acts of public enemy; acts of the Federal or state government; acts of any other party; acts of third parties; litigation concerning the validity of this Agreement or relating to transactions contemplated hereby; fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of AURA to transfer or pay District Tax Levy Allocation revenues as provided in Paragraph 2, as soon as reasonably possible after the event causing such interruption no longer prevails, AURA shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by AURA that is then owing to date, as determined according to the provisions of Paragraph 2 to this Agreement.

7. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. AURA agrees to notify District in writing of any proposed amendments to the Plan, whether or not such amendment would constitute a substantial modification under the Colorado Urban Renewal Law, at least ninety (90) days prior to the public hearing at which the City will consider such amendment. Both parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to § 31-25-107(11), C.R.S. Notice provided to the District of the proposed amendment pursuant to this paragraph shall act as compliance with the provisions of § 31-25-107(3.5)(a), C.R.S., requiring notice to the Board of Directors of substantial modification to the Plan.

8. Termination and Subsequent Legislation. This Agreement may be terminated at any time upon the mutual written agreement of AURA and the District. Additionally, in the event of termination of the Plan, including the provision authorizing AURA to receive TIF Revenues, AURA may terminate this Agreement by delivering written notice to the District. The

Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will negotiate in good faith for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

9. Enforcement. AURA agrees that it shall use commercially reasonable efforts to cause remittance to the District of all moneys which may qualify as TIF Remittance.

10. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally-recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To AURA: Arvada Urban Renewal Authority
5601 Olde Wadsworth Boulevard, Suite 210
Arvada, Colorado 80002
Attention: Maureen Phair, Executive Director

With a Copy To: AURA Counsel
Mike Polk
c/o City Attorney's Office
City of Arvada
8101 Ralston Road
Arvada, Colorado 80202

To the District: Haskins Station Metropolitan District
White Bear Ankle Tanaka & Waldron, PC
2154 East Commons Ave., Suite 2000
Centennial, Colorado 80122
Attention: Kristin Tompkins, Esq.

With a Copy To: White Bear Ankle Tanaka & Waldron, PC
2154 East Commons Ave., Suite 2000
Centennial, Colorado 80122
Attention: Kristin Tompkins, Esq.

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally-recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

11. No Election Required. The Parties acknowledge that, according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not a local government and therefore is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, AURA may enter into this Agreement and agree to remit the District Tax Levy Allocation in accordance with the terms and provisions of this Agreement without electoral authorization, and such obligations are not subject to annual appropriation.

12. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

14. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

15. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto, of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., or under any other law. No portion of this Agreement shall be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

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

17. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Parties. Any attempted assignment in violation of this provision shall be void and of no force and effect.

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

19. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

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

22. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

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

24. Effective Date; Automatic Termination. This Agreement shall be effective as of the date executed on behalf of each Party.

[Remainder of page intentionally left blank, signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

AURA:

ARVADA URBAN RENEWAL AUTHORITY, a
body corporate and politic of the State of Colorado

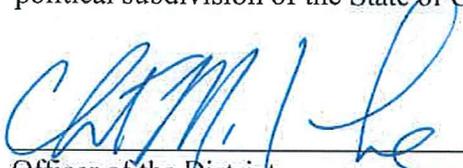
Fred Jacobsen, Chair

ATTEST:

Carrie Briscoe, Recording Secretary

DISTRICT:

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado



Officer of the District

ATTEST:



Secretary



To: AURA BOARD OF COMMISSIONERS

From: Carrie Briscoe, AURA Project Manager

Date: April 3, 2019

SUBJECT: 2019 Annual Disclosure Statements

MEMORANDUM

Attached are: 1) the Disclosure Policy; 2) the Disclosure Statement; and, 3) the Affidavit which must be signed and notarized.

Please bring your completed Disclosure Statement and signed Affidavit to the May 1st Board meeting. If you wish, Peggy Salazar can notarize the Affidavit for you.

If you need clarification on any item or have questions regarding the statement, please let us know.

Thank you.

AURA DISCLOSURE POLICY

1. Each Commissioner of the Arvada Urban Renewal Authority (AURA) shall complete a Disclosure Statement in the form attached hereto and file it with the Secretary of AURA on or **before May 15 of each year** during which he/she is a Commissioner of AURA. Each newly appointed Commissioner shall complete and file a Disclosure Statement within two weeks from the date of said appointment. Each Commissioner who resigns from the AURA Board of Commissioners or whose term expires without reappointment may complete and file a Disclosure Statement simultaneously with said resignation or expiration date.
2. A Commissioner, or any immediate family member of a Commissioner, shall not hold any interest, direct or indirect, in any real property located within the urban renewal area which interest was acquired prior to the appointment of said Commissioner to the AURA Board, nor shall a Commissioner acquire any interest, direct or indirect, in any real property located within the urban renewal area while serving on the AURA Board; UNLESS said Commissioner shall disclose in writing to AURA the nature of any such interest, and such disclosure shall be entered upon the minutes of AURA. Upon such disclosure, said Commissioner shall not participate in any action by AURA affecting the carrying out of the urban renewal project planning or the undertaking of the urban renewal project unless the AURA Board determines that, in light of such personal interest, the participation of such Commissioner in any such act would not be contrary to the public interest. Acquisition or retention of any such interest without such determination by the AURA Board that is not contrary to the public interest, or willful failure to disclose any such interest, constitutes misconduct in office. See the Colorado Urban Renewal Law, Section 31-25-104(3), CRS.
3. No Commissioner of AURA, or any immediate family member of a Commissioner, shall have any known interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any AURA project. See the Colorado Urban Renewal Law, Section 31-25-104(3).
4. No Commissioner, or any immediate family member of a Commissioner, shall accept any gift or benefit having a value in excess of \$25 from any developer or other entity under contract with AURA to perform work, services, or provide materials for any AURA project. This prohibition shall not include meals, beverages, and travel expenses if directly related to AURA business.
5. No AURA Commissioner shall undertake negotiations of any business transactions on behalf of AURA without the prior authorization of the AURA Board. Furthermore, no AURA Commissioner shall divulge confidential information regarding AURA's business affairs to parties who are not legally entitled to said information.
6. No Transaction undertaken by AURA shall be rendered invalid by virtue of any interest or conflict of interest, disclosure or non-disclosure of any AURA Commissioner unless it can be shown that said undertaking of AURA was unduly influenced as a result of said Commissioner's interest or action.

ARVADA URBAN RENEWAL AUTHORITY
ANNUAL DISCLOSURE STATEMENT
2019

Each of the requests for information listed in Paragraphs 10 through 18 **applies to you and members of your immediate family**. These include your parents, your children, your spouse's children, but does not include the employers of said family members. You may summarize disclosures as described in Section A or Section B, if applicable. Otherwise, fill out the form entirely.

1. Name of Commissioner _____
2. Home Address: _____
3. Home Telephone: _____
4. Occupation: _____
5. Employer: _____
6. Business Address: _____
7. Business Telephone: _____
8. Date of Appointment to AURA Board: _____
9. Expiration Date of Term on AURA Board: _____

Instructions: Complete answers to questions 10 through 18 if you have not previously filled out a disclosure statement, or there have been material changes to all of your answers since your last disclosure. If there have been no material changes since you last filled out a disclosure statement, and you do not wish to fill out the entire disclosure statement, you may certify that there have been no changes by initialing next to Certification A, immediately below. If there have been material changes to some, but not all of the statements previously disclosed, you may certify that there have been changes by initialing Certification B, and then answer the question disclosing the change or changes since the last certification. Sign the affidavit on the last page for all responses.

A. I HEREBY STATE AND AFFIRM THAT THERE ARE NO MATERIAL CHANGES TO THE ANNUAL AURA DISCLOSURE STATEMENT SINCE LAST EXECUTED BY MYSELF.

(Initial)

OR

B. I HEREBY STATE AND AFFIRM THAT THERE ARE NO MATERIAL CHANGES TO THE ANNUAL AURA DISCLOSURE STATEMENT SINCE LAST EXECUTED BY MYSELF EXCEPT AS EXPLAINED THE BELOW.

(Initial)

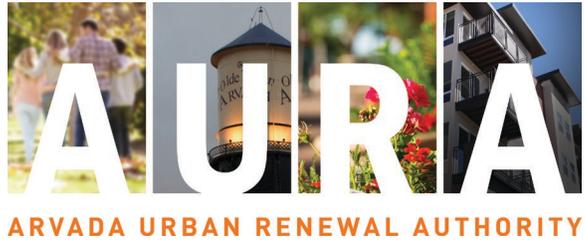
10. List any real property in which you hold any interest, direct or indirect, which is located within the urban renewal area. Describe your interest in said property and the date on which you acquired said interest.
11. List any property in which your employer holds any interest, direct or indirect, which is located within the urban renewal area. Describe your employer's interest in said property and the date on which your employer acquired said interest.
12. List any contracts or proposed contracts for materials or services to be furnished or used in connection with any AURA project in which you have any interest, direct or indirect. Describe the nature of said interest and the date on which you acquired it.
13. List any contracts or proposed contract for materials or services to be furnished or used in connection with any AURA project in which your employer may have any interest, direct or indirect. Describe the nature of said interest and the date on which your employer acquired it.
14. List any gifts or other benefits having a value in excess of \$25, which you have received from any entity doing business with or seeking to do business with AURA, excluding meals, beverages, or travel expenses directly related to AURA business.

15. List any business or professional association that you or your employer have with any property owners, tenants, or businesses located within the urban renewal area.

16. List any investments which you or your employer may have in AURA bonds or in any other financial investments or interests which may be affected by AURA's business.

17. Describe any interest, direct or indirect, which you or your employer may have had or currently have in any lawsuit to which AURA is a party.

18. List any persons or entities currently under contract with AURA or which have been under contract with AURA in the past twelve months with which you and/or your employer also have a contract.



AFFIDAVIT

I, _____, hereby swear and affirm that the information contained herein is true and accurate to the best of my knowledge, and, further, that I shall immediately report any changes in any of the information contained herein as said changes occur.

Signature _____

Date _____

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

This instrument was acknowledged before me this _____ day of _____, 2019, by

_____.

WITNESS my hand and official seal.

SEAL

Notary Public: _____

My Commission expires: _____