



PUBLIC NOTICE OF REGULAR MEETING

The Arvada Urban Renewal Authority (AURA) Board of Commissioners will hold its regular board meeting in a hybrid format that will allow for in-person attendance at 5601 Olde Wadsworth Blvd, Suite 210, Arvada, CO 80002, or virtual attendance via Zoom Webinar at **3:00 p.m. on Wednesday, August 4, 2021.**

Anyone wishing to attend virtually may register as follows:

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_5-XPXsYWSzqfOk910gqM6Q

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need assistance with the virtual webinar process or have questions or comments for the AURA Board regarding the agenda items, please contact info@arvadaurbanrenewal.org prior to noon on August 4, 2021. A recording of the meeting will be posted on AURA's website following the webinar.

Agenda information is attached.

Carrie Briscoe

Carrie Briscoe
AURA Project Manager/Recording Secretary

POSTED: August 2, 2021



REGULAR MEETING OF THE AURA BOARD OF COMMISSIONERS
Hybrid Meeting: Zoom Webinar & In Person
5601 Olde Wadsworth Boulevard, Ste. 210, Arvada, Colorado
3:00 p.m., Wednesday, August 4, 2021

AGENDA

REGULAR MEETING – 3:00 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
 - A. Termination of Utility Easement – Olde Town Residences Property
 - B. AR-21-11 Second Amendment to the Third Amended and Restated Disposition and Development Agreement
 - C. AR-21-12 Second Amendment to the Intergovernmental Agreement between the City of Arvada and the Arvada Urban Renewal Authority
9. New Business
10. Development Update
11. Public Comment – Five Minute Limit
12. Comments from Commissioners
13. Committee Reports
14. Staff Reports
15. Executive Session
16. Adjournment

**SUMMARY OF MINUTES OF REGULAR MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, JULY 7, 2021
5601 OLDE WADSWORTH BLVD., SUITE 210, ARVADA, CO 80002**

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REGULAR MEETING

1. Call to Order – Chair Alan Parker called the meeting to order at 3:00 p.m.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Commissioners:

Those Present: Chair Alan Parker, Vice Chair Paul Bunyard, Treasurer Tony Cline
Commissioners Eli Feret, Tim Steinhaus, Marc Williams

Those Absent: Commissioner Sue Dolan

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

Also present: one guest.

Commissioner Williams moved to excuse Commissioner Dolan

The following votes were cast on the Motion:

Voting yes: Bunyard, Feret, Parker, Cline, Steinhaus, Williams

Absent: Dolan

The Motion was approved.

4. Approval of the Summary of Minutes

The Summary of Minutes of the June 2, 2021 AURA Regular Board Meeting stand approved.

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

None

6. Public Hearing

None

7. Study Session

A. Sales, Property & Lodging Tax Discussion

Maureen Phair, Executive Director, provided a brief overview of the Gross Sales, PIF & Lodging Tax Receipts and Gross Property Tax Receipts reports.

8. Old Business

A. Garrison Street Paseo – Design Proposal

Maureen Phair, Executive Director, reviewed this proposal with the Board.

Commissioner Williams moved that the Garrison Street Paseo Design Proposal, be approved.

**SUMMARY OF MINUTES OF REGULAR MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, JULY 7, 2021
5601 OLDE WADSWORTH BLVD., SUITE 210, ARVADA, CO 80002**

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The following votes were cast on the Motion:
Voting yes: Bunyard, Feret, Parker, Cline, Steinhaus, Williams
Absent: Dolan
The Motion was approved.

- B. Sullivan Subdivision – Combined Partial Termination of Reciprocal Cross Access and Parking Easement, Termination of Plat Note, and Approval of New Reciprocal Cross Access and Parking Easement

Maureen Phair, Executive Director, reviewed this item with the commissioners.

Commissioner Williams moved that the Sullivan Subdivision, Combined Partial Termination of Reciprocal Cross Access and Parking Easement, Termination of Plat Note, and Approval of New Reciprocal Cross Access and Parking Easement, be approved. In addition, the Chair of the Arvada Urban Renewal Authority Board has authorization to execute the necessary documents once received and approved by the Legal Counsel and Executive Director.

The following votes were cast on the Motion:
Voting yes: Bunyard, Feret, Parker, Cline, Steinhaus, Williams
Absent: Dolan
The Motion was approved.

9. New Business

None

10. Development Update

Maureen Phair, Executive Director, provided the following development updates:

Ralston Gardens (affordable housing project) – On June 28, a Conditional Use Permit (CUP), was heard and approved 7-0 by the City Council. A special thanks to Carrie Briscoe, Project Manager for attending the meeting. The next step is George Thorn plans to apply for tax credits with the Colorado Housing and Finance Authority (CHAFA) in early August.

City Stores – The building was remediated, Xcel Energy disconnects were completed and demolition is expected to start anytime.

Berkeley Townhomes – Xcel Energy plans to relocate the designated line so Berkeley Townhomes can break ground in late August.

Walmart Outparcel (5740 Independence St.) – A Ziggy Coffee is proposed for this site.

Vacant Parcel – The parcel is located on the corner of Independence and Garrison Street. It is owned by a private party and has no interest in selling.

Shops at Ralston Creek – Recently leased tenants Corvus Coffee Roasters and Premier Martial Arts.

**SUMMARY OF MINUTES OF REGULAR MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, JULY 7, 2021
5601 OLDE WADSWORTH BLVD., SUITE 210, ARVADA, CO 80002**

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11. Public Comment – Five Minute Limit

None

12. Comments from Commissioners

Commissioner Steinhaus – Congratulated Maureen Phair for 10 years as AURA Executive Director.

Chair Parker - Commented about employers seeking employees for hire.

13. Committee Reports

None

14. Staff Reports

Maureen Phair, Executive Director, provided the following staff report updates:

Ms. Phair noted that the AURA Development Project area will be printed in the centerfold of the June/July Issue of the Arvada Report.

Corey Hoffmann, Legal Counsel, reported that he is working with the City Attorney to amend the IGA between AURA and the City of Arvada to remove the City Council's obligation to approve the Executive Director's compensation and review AURA's budget.

15. Executive Session

None

16. Adjournment

Chair Parker adjourned the meeting at 3:58 p.m.

Alan Parker, Chair

ATTEST:

Maureen Phair, Executive Director

Carrie Briscoe, Recording Secretary

RECORDING REQUESTED BY:

Arvada Urban Renewal Authority
5061 Olde Wadsworth Blvd, Suite 210
Arvada, CO 80002

(Above space for Recorder's use only)

TERMINATION OF UTILITY EASEMENT

This Termination of Utility Easement is made this 19 day of July, 2021 by the Arvada Urban Renewal Authority, a body corporate and politic of the State of Colorado ("**AURA**"), as set forth below:

RECITALS

A. WHEREAS, AURA is the owner in fee simple absolute of the entire property described as Lot 1, Block 2, Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado, per plat recorded at Reception No. F0226948 with the Jefferson County Clerk and Recorder (the "**Property**");

B. WHEREAS, the Property is subject to certain easements, notes, covenants, restrictions and rights-of-way as shown on the Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado, recorded at Reception No. F0226948 (the "**Plat**"), a copy of which is attached hereto and incorporated herein as **Exhibit 1**;

C. WHEREAS, on Sheet 2 of 2 of the Plat, a 14' utility easement is dedicated with language showing "14' UTILITY EASEMENT BY THIS PLAT," below a label showing "Block 2 Lot 1 1.05 AC." to the east of SET PIN & CAP LS#1802, continuing east to an easement denoted as "14' PSCO EASEMENT BK 974, PG 350," which terminates at the longitude line S00 23'45"E 131.00,' as highlighted on Exhibit 1 (together, the "**Utility Easement**");

D. WHEREAS, AURA is the successor-in-interest to all prior owners of the Property, as set forth in that certain Rule and Order in Case No. 2012CV4346, dated March 4, 2013, and recorded at Reception No. 2013028495 with the Jefferson County Clerk and Recorder, a copy of which is attached hereto and incorporated herein as **Exhibit 2**;

E. WHEREAS, AURA has determined the Utility Easement is not in use and is no longer necessary or desirable; and

F. WHEREAS, AURA wishes to terminate and release the Utility Easement to encourage and facilitate redevelopment of the Property as a whole.


TERMINATION

1. Termination and Relinquishment. AURA hereby terminates and releases the Utility Easement, as described above and as shown on Sheet 2 of 2 on the Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado, recorded at Reception No. F0226948, with the Jefferson County Clerk and Recorder, attached as Exhibit 1 hereto, and relinquishes any and all right, title and interest in the Utility Easement as shown on the Plat.

2. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit or burden of AURA, its successors and assigns.

IN WITNESS WHEREOF, AURA has executed this Termination of Utility Easement on the date first set forth above.

ARVADA URBAN RENEWAL
AUTHORITY

By: 
Maureen Phair, Executive Director


STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

This instrument was acknowledged before me this 19 day of July, 2021, by Maureen Phair as Executive Director of the Arvada Urban Renewal Authority.

WITNESS my hand and official seal.

(Seal)

Notary Public


My commission expires 2/10/2024

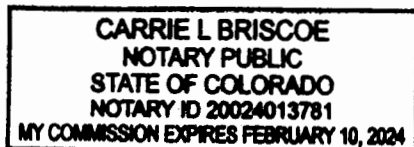


Exhibit 1

[attach Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado,
recorded at Reception No. F0226948]

MINOR PLAT SULLIVAN SUBDIVISION FILING NO. 1

BEING A REPLAT OF A PORTION OF BLOCK A AND C, THE VALLEY ADDITION AND LOCATED IN
THE NE 1/4 OF SECTION 14, AND THE SE 1/4 OF SECTION 11
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6th P.M.

CITY OF ARVADA, COUNTY OF JEFFERSON
STATE OF COLORADO

SHEET 1 OF 2

PLAT NO. _____
MAP NO. _____
REC. NO. _____

LEGAL DESCRIPTION:

KNOWN ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, BEING THE OWNERS OF A PARCEL OF LAND IN SECTION 14 AND SECTION 11, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF LOTS 1 AND 2 AND 12, BLOCK A, THE VALLEY ADDITION, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING 7.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH, ON AND ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 93.5 FEET; THENCE NORTH 88°E A DISTANCE OF 331.13 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE CONTINUING NORTH 88°E A DISTANCE OF 161.47 FEET; THENCE NORTH 82°E A DISTANCE OF 154.51 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12; THENCE SOUTH ON AND ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 78.64 FEET; THENCE WEST PARALLEL TO AND 100.00 FEET DISTANT FROM THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 141.3 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 12, A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12; THENCE WEST, ON AND ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 161.2 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH, ON AND ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 137 FEET TO A POINT BEING 7 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 302.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND

THE SOUTH 7 FEET OF LOT 2 AND ALL OF LOTS 3, 4, 9, 10 AND 11, BLOCK A, VALLEY ADDITION, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL 2:

THE SOUTH 100 FEET OF THE EAST 141.3 FEET OF LOT 12, BLOCK A, VALLEY ADDITION, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL 3:

LOT 5, EXCEPT THE WEST 5 FEET THEREOF CONVEYED TO THE CITY OF ARVADA IN DEED RECORDED MARCH 20, 1960 UNDER RECEPTION NO. 80022690, BLOCK A, VALLEY ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF JEFFERSON, STATE OF COLORADO.

AND

THE SOUTH ONE-HALF OF LOT 8, BLOCK A, VALLEY ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL 4:

THE NORTH HALF OF LOT 8, BLOCK A, VALLEY ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL 5:

LOT 6, BLOCK A, VALLEY ADDITION, EXCEPT THE SOUTH 50 FEET OF SAID LOT CONVEYED TO THE CITY OF ARVADA IN DEED RECORDED IN BOOK 513 AT PAGE 199, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL 6:

LOT 7, BLOCK A, VALLEY ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH 50 FEET THEREOF CONVEYED TO THE CITY OF ARVADA IN DEED RECORDED IN BOOK 513 AT PAGE 200, COUNTY OF JEFFERSON, STATE OF COLORADO.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14 AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF ARVADA, JEFFERSON COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

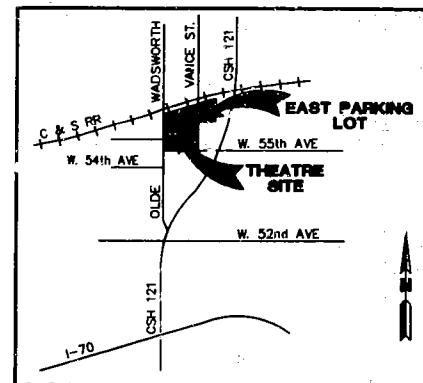
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 14 S00°22'39"E, 113.92 FEET; THENCE LEAVING SAID CENTERLINE N85°39'50"E, 32.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLDE WADSWORTH BOULEVARD AND A POINT ON THE NORTH LINE OF A PARCEL DESCRIBED IN BOOK 2930, PAGE 888 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL N85°39'50"E, 492.30 FEET; THENCE CONTINUING ALONG SAID PARCEL N82°46'33"E, 156.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VANCE STREET; THENCE DEPARTING SAID PROPERTY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF VANCE STREET S00°23'45"E, 847.58 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 55TH AVENUE; THENCE LEAVING SAID WESTERLY LINE OF VANCE STREET AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 55TH AVENUE S89°50'01"W, 605.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLDE WADSWORTH BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLDE WADSWORTH BOULEVARD THE FOLLOWING FIVE (5) CONSECUTIVE COURSES: 1) THENCE N00°22'39"W, 94.00 FEET; 2) THENCE N89°49'59"E, 5.00 FEET; 3) THENCE N00°22'39"W, 144.00 FEET; 4) THENCE S89°51'51"W, 5.00 FEET; 5) THENCE N00°22'39"W, 308.81 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.48 ACRES MORE OR LESS.

AND

A PARCEL OF LAND BEING A PART OF LOT 1 AND LOT 9, BLOCK C, VALLEY ADDITION (BOOK 2, PAGE 9), SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, N89°44'04"E, 684.89 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF VANCE STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°23'45"W, 42.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00°23'45"W, 205.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE N89°40'16"E, 268.80 FEET; THENCE S00°23'45"E, 131.00 FEET; THENCE S73°19'31"W, 165.22 FEET; THENCE S75°39'20"W, 113.55 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID VANCE STREET AND THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 1.05 ACRES MORE OR LESS.

TOTAL AREA FOR BOTH PARCELS IS 11.53 ACRES MORE OR LESS



VICINITY MAP
NTS

HAVE Laid OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF "SULLIVAN SUBDIVISION, FILING NO. 1", AND BY THESE PRESENTS DO DEDICATE TO THE CITY OF ARVADA, IN FEE SIMPLE, THE STREETS AND PUBLIC WAYS AS SHOWN ON THE PLATS, AND GRANTS TO THE CITY OF ARVADA, ALL SIGNAGE, SIDEWALK AND UTILITY EASEMENTS AND ALL EMERGENCY ACCESS EASEMENTS SHOWN HEREON, AND THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES, AND APPURTENANCES, EITHER DIRECTLY OR THROUGH THE VARIOUS PUBLIC UTILITIES, AS MAY BE NECESSARY TO PROVIDE SUCH UTILITY, CABLE TELEVISION, AND SANITARY SERVICES WITHIN THIS SUBDIVISION OR PROPERTY ADJACENT THERETO, THROUGH OVER, UNDER, AND ACROSS STREETS, UTILITY AND OTHER EASEMENTS, AND EMERGENCY ACCESS EASEMENTS, AND OTHER PUBLIC PLACES AS SHOWN ON THE PLAT.

NOTES:

1. A BLANKET DETENTION POND EASEMENT, UTILITY EASEMENT AND INGRESS/EGRESS EASEMENT FOR LOTS 1 AND 3, BLOCK 1 SHALL COVER ALL OF LOT 2, BLOCK 1.
2. CROSS ACCESS AND CROSS PARKING IS HEREBY GRANTED OVER AND ACROSS ALL LOTS AND TRACTS WITHIN THIS SUBDIVISION FOR THE BENEFIT OF ALL PARTIES, SUCCESSOR, ASSIGNS, INVITEES, CUSTOMERS, TENANTS AND GUESTS.
3. MAINTENANCE OF CLEAR AREA AROUND LOT 1 STRUCTURE. THE OWNER AND DEVELOPER AGREE THAT A SIXTY FOOT (60') WIDE STRIP OF LAND SHALL BE MAINTAINED AROUND THE ENTIRE STRUCTURE TO BE LOCATED ON LOT 1 AS REQUIRED BY SECTION 506 (A) OF THE 1991 UNIFORM BUILDING CODE TO ALLOW FOR THE BUILDING AREA INCREASES AS PROVIDED FOR IN THAT BUILDING CODE SECTION. THIS 60' WIDE STRIP OF LAND SHALL BE TREATED AS YARDS OR PUBLIC WAYS AS DEFINED IN THE 1991 UNIFORM BUILDING CODE. SPECIFICALLY NO BUILDINGS OR STRUCTURES SHALL BE BUILT IN THE DESIGNATED 60' AREA UNLESS, AFTER REVIEW BY THE CITY'S CHIEF BUILDING OFFICIAL, IT IS FOUND TO BE ALLOWED BY THE EDITION OF THE BUILDING CODE THAT IS IN EFFECT AT SUCH TIME AS A REQUEST IS MADE.

BASIS OF BEARING

BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH/SOUTH CENTER LINE OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N00°22'39"W, AS MONUMENTED BY THE NORTH QUARTER CORNER OF SAID SECTION 14 BEING A 2" ALUM. CAP L.S. #5112 IN A RANGE BOX AND THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER, NORTHEAST QUARTER OF SAID SECTION 14 BEING A 2" ALUMINUM CAP L.S. #5112 IN A RANGE BOX.

OWNER

ARVADA URBAN RENEWAL AUTHORITY, A QUASI-MUNICIPAL CORPORATION.

BY Michael R. Chitwood DATE 4-30-96

STATE OF COLORADO

COUNTY OF JEFFERSON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS 30th DAY OF April A.D., 1996.

Michael R. Chitwood

BY James Marks

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY

MY COMMISSION EXPIRES: 1-17-97

STATE OF COLORADO

COUNTY OF JEFFERSON

ATTORNEY'S CERTIFICATE

I, Michael J. Palk, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE BEFORE THE COURTS OF RECORD OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREINABOVE DEDICATED AND SHOWN UPON THE WITHIN PLAT AS PUBLIC WAYS AND THAT TITLE TO SUCH LAND IS THE DEDICATOR'S, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.

THIS 30th DAY OF April A.D., 1996.

Michael J. Palk

ATTORNEY AT LAW

SURVEYOR'S CERTIFICATE:

I, Wayne Wray Harris, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SULLIVAN SUBDIVISION, FILING NO. 1 WAS MADE UNDER MY SUPERVISION AND ACCURATELY SHOWING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

Wayne Wray Harris 18590

NAME

APPROVAL CERTIFICATE

APPROVED BY THE PLANNING DIRECTOR OF THE CITY OF ARVADA, COLORADO

THIS 30th DAY OF April A.D., 1996.

Mike Elmer

PLANNING DIRECTOR

APPROVED BY THE CITY ENGINEER OF THE CITY OF ARVADA, COLORADO

THIS 30th DAY OF April A.D., 1996.

James S. Rost

CITY ENGINEER

APPROVED BY THE CITY ATTORNEY OF THE CITY OF ARVADA, COLORADO

THIS 30th DAY OF April A.D., 1996.

Christopher K. Daly

CITY ATTORNEY

THE FOREGOING PLAT IS APPROVED FOR FILING AND ACCEPTED

BY THE CITY OF ARVADA, COLORADO

THIS 1st DAY OF May A.D., 1996.

John F. Fine

MAYOR

ATTEST: Sharon L. Sells

CITY CLERK

CLERK AND RECORDER:

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON

COUNTY, COLORADO, AT 4:52 O'CLOCK P.M.

THIS 2nd DAY OF May A.D., 1996.

Joan Fitz-Gerald

CLERK AND RECORDER

Sharon L. Sells

DEPUTY

MARTIN/MARTIN

Consulting Engineers

4251 Kipling St.

Wheat Ridge, CO

(303) 431-6100

THEATRE PLAT
project manager WWH
designed by KKK
drawn by KKK
job no. 12434
sheet no. M-PLAT2
plot date 04-23-96
model space M-PLAT2
main file M-PLAT2.DWG
reference PEDBOYS BASE BASE.DWG
paper space
xreference
MARTIN/MARTIN
Consulting Engineers
4251 Kipling St.
Wheat Ridge, CO
(303) 431-6100
04-22-96
04-01-96
03-13-96
02-12-96
10-20-95
08-25-95
07-27-95
07-26-95
06-14-95

MINOR PLAT SULLIVAN SUBDIVISION FILING NO. 1

BEING A REPLAT OF A PORTION OF BLOCK A AND C, THE
VALLEY ADDITION AND LOCATED IN THE NE 1/4 OF SECTION 14,
AND THE SE 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH
RANGE 69 WEST OF THE 6th P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON
STATE OF COLORADO
SHEET 2 OF 2

CURVE	LENGTH	DELTA	RADIUS	CHORD	DIST.
C1	83.71	69°00'36"	62.50	57°49'52"E	78.74
C2	54.78	45°09'35"	89.50	52°44'47"E	53.37
C3	138.49	114°10'11"	69.50	55°19'04"E	110.69

LEGEND

PROPERTY LINE
ROW DEDICATION
EASEMENT
CENTER LINE

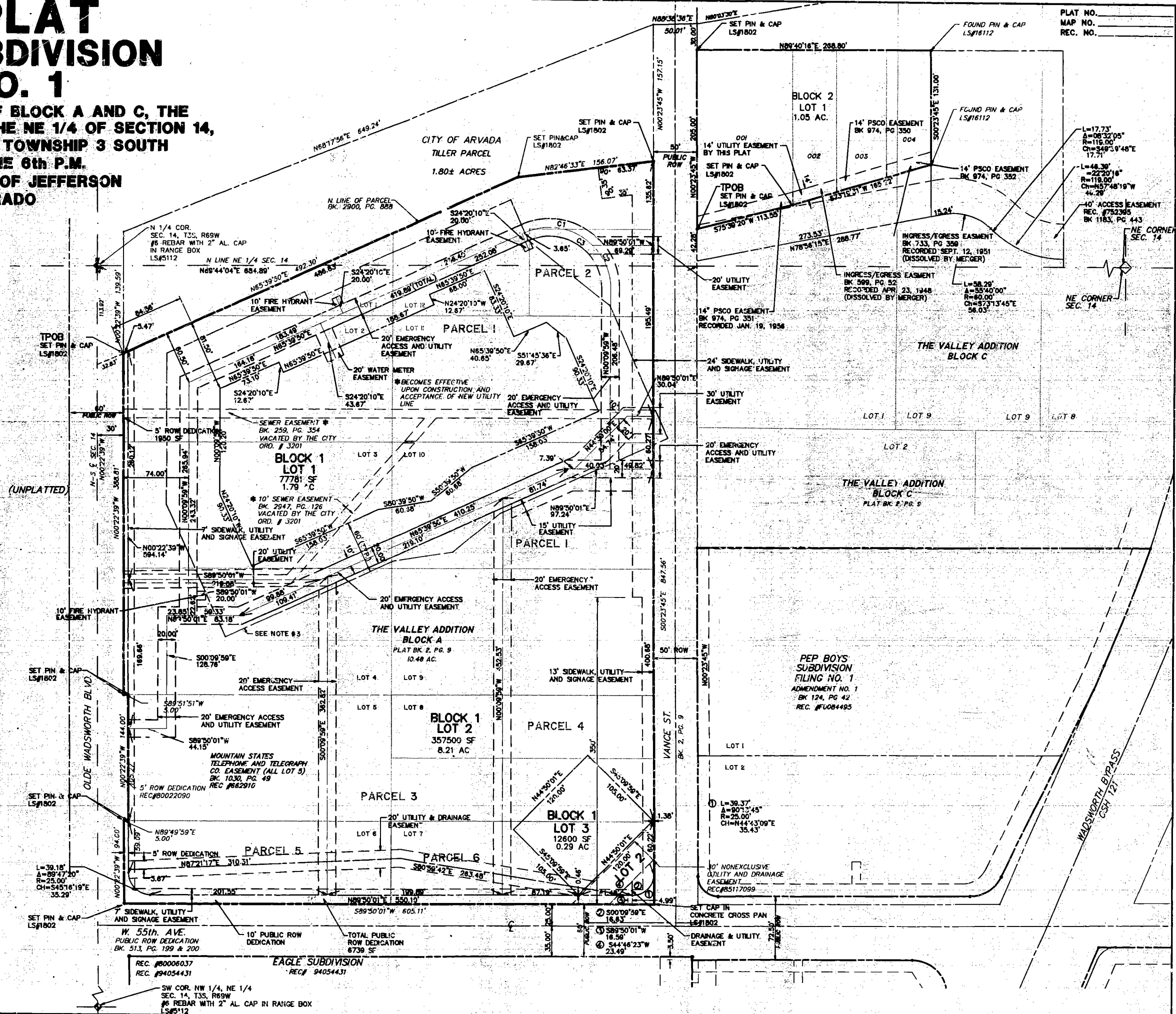
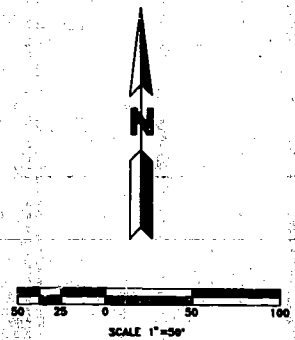


Exhibit 2

[attach Rule and Order in Case No. 2012CV4346, dated March 4, 2013, recorded at Reception
No. 2013028495]



GRANTED

The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Christopher J. Munch

Christopher J. Munch
Jefferson District Court Judge
DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, JEFFERSON COUNTY, COLORADO
Jefferson County District Court
Hall of Justice
100 Jefferson County Parkway
Golden, Colorado 80419

Petitioner:

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

Respondents:

SULLIVAN ONE LIMITED LIABILITY COMPANY;
CNL APF PARTNERS, LP;
WF CINEMA HOLDINGS, L.P. d/b/a MANN THEATERS;
TEXAS ROADHOUSE HOLDINGS LLC;
NORTH JEFFCO METROPOLITAN RECREATION DISTRICT n/k/a APEX PARK AND RECREATION DISTRICT;
THE CITY OF ARVADA;
U. G. GRIFFITH and MRS. U. G. GRIFFITH;
CHARLES O'NEIL and EDYTHE O'NEIL;
R. M. DURANT and CLARA L. DURANT;
PUBLIC SERVICE COMPANY OF COLORADO; AND
TIM KAUFFMAN, in his official capacity as Treasurer of Jefferson County

COMBINED COURT
County of Jefferson Colorado
Certified to be full, true and correct copy of the original in my custody.

Clerk of the Combined Court

By *[Signature]*
Deputy Clerk

Dated *3-2-13*

▲ COURT USE ONLY ▲

Case No. 2012CV4346

Division: 7

RULE AND ORDER



2013028495

03/08/2013 11:19:02 AM 7 Page(s)

JEFFERSON COUNTY, Colorado

R \$41.00
D \$0.00



J

This matter comes before the Court pursuant to the Stipulated Motion for Entry of Rule and Order submitted by the Petitioner Arvada Urban Renewal Authority ("Petitioner" or "AURA") and the Respondent-Landowner Sullivan One Limited Liability Company. The Court has read the Stipulated Motion, reviewed the file and being fully advised, FINDS that:

1. The Petitioner filed the Petition in Condemnation on November 21, 2012 to acquire from the Respondent-Landowner in fee simple absolute certain property described as **Lot 1, Block 2, Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado** (the "Property").

2. The Petitioner is acquiring the Property to implement the provisions of the Olde Town Station Urban Renewal Plan. The Property is being acquired for and in furtherance of a public purpose and the Petitioner has the legal power and authority to condemn the Property for its stated public purpose. The Petition in Condemnation was filed only after there had been a failure of good faith negotiations to acquire the Property.

3. The Petitioner and the Respondent-Landowner entered into a Stipulation for Possession dated December 10, 2012.

4. An Order for Possession was entered by this Court on December 19, 2012. Pursuant to the Order for Possession the Petitioner paid a deposit in the amount of \$600,000.00 into the Court Registry on December 20, 2012 ("the Deposit").

5. By this Court's Order entered January 14, 2013 the Clerk of the Court Registry disbursed the Deposit as follows: \$594,944.69 to the Respondent-Landowner and \$5,055.31 to the Respondent Jefferson County Treasurer.

6. The Petitioner and the Respondent-Landowner have settled this matter whereby Petitioner will pay just compensation to the Respondent-Landowner in the total amount of \$660,000.00 inclusive of the value of the taking of the Property, along with damages, interest, costs, attorney fees and other expenses, if any, that may be claimed by any and all Respondents. The just compensation amount is \$60,000.00 greater than the amount of the Deposit that has been disbursed to the Respondent-Landowner and the Respondent Jefferson County Treasurer.

7. The status of the remaining Respondents is:

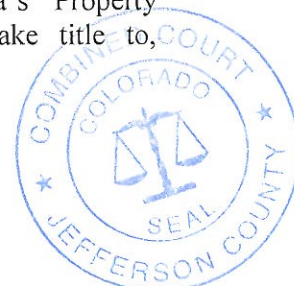
- a. The Respondent **CNL APF Partners, LP** was served with pleadings on November 28, 2012, but did not enter an appearance, file a responsive pleading or otherwise participate in this case. CNL APF Partners, LP was named as a Respondent because it may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on April 25, 2000 at Reception No. F1046876



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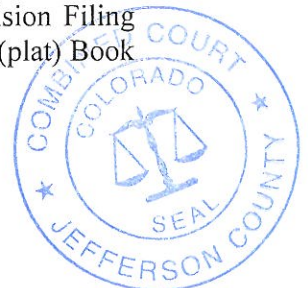
(Common Area Maintenance Agreement, Covenants, Conditions and Restrictions).

- b. The Respondent **WF Cinema Holdings, L. P. d/b/a Mann Theaters** was served with pleadings on November 28, 2012, but did not enter an appearance, file a responsive pleading or otherwise participate in this case. WF Cinema Holdings, L. P. was named as a Respondent because it may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on April 25, 2000 at Reception No. F1046876 (Common Area Maintenance Agreement, Covenants, Conditions and Restrictions).
- c. The Respondent **Texas Roadhouse Holdings LLC** was served with pleadings on November 28, 2012, but did not enter an appearance, file a responsive pleading or otherwise participate in this case. Texas Roadhouse Holdings LLC was named as a Respondent because it may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on April 25, 2000 at Reception No. F1046876 (Common Area Maintenance Agreement, Covenants, Conditions and Restrictions).
- d. The Respondent **North Jeffco Metropolitan Recreation District n/k/a Apex Park and Recreation District** was served with pleadings on November 28, 2012 and filed its Disclaimer of Interest in Real Property Pursuant to Rule 105(f)(3), C.R.C.P. on December 6, 2012. Apex Park and Recreation District was named as a Respondent because it may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on March 30, 1959 in Book 1183 at Page 443 (Easement Deed).
- e. Respondent **The City of Arvada** accepted service and waived formal service of pleadings on December 4, 2012. Petitioner and the Respondent City of Arvada entered into a Stipulation Regarding the City of Arvada's Property Interests dated December 14, 2012 that was approved by this Court's Order entered December 19, 2012. As set forth in the Stipulation, the City of Arvada has an interest in the Property by virtue of an Easement Deed recorded on March 30, 1959 in Book 1183 at Page 443, a Subdivision Agreement recorded on May 2, 1996 at Reception No. F0226949, and easements appearing on the Minor Plat, Sullivan Subdivision Filing No. 1 recorded on May 2, 1996 at Reception No. F0226948 in (plat) Book 129 at Page 10, all of the records of the Clerk and Recorder of Jefferson County (hereafter "Arvada's Property Interests"). AURA, its successors and assigns shall take title to,



possession of, and use the property sought to be acquired subject to Arvada's Property Interests.

- f. Petitioner attempted to serve pleadings to the Respondents **U. G. Griffith and Mrs. U. G. Griffith**; however, as stated in the November 29, 2012 Affidavits of Attempted Service no listing could be found for either of the Respondents. U. G. Griffith and Mrs. U. G. Griffith were named as Respondents because they may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on January 19, 1956 in Book 974 at Page 352 (Right of Way). Petitioner shall take the Property subject to the interests, if any, of Respondents U. G. Griffith and Mrs. U. G. Griffith.
- g. Petitioner attempted to serve pleadings to the Respondents **Charles O'Neil and Edythe O'Neil**; however, as stated in the November 29, 2012 Affidavits of Attempted Service no listing could be found for Respondent Charles O'Neil an Edythe O'Neil is deceased. Charles O'Neil and Edythe O'Neil were named as Respondents because they may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on January 19, 1956 in Book 974 at Page 351 (Right of Way). Petitioner shall take the Property subject to the interests, if any, of Respondents Charles O'Neil and Edythe O'Neil.
- h. Petitioner attempted to serve pleadings to the Respondents **R. M. Durant and Clara L. Durant**; however, as stated in the November 29, 2012 Affidavits of Attempted Service no correct listing could be found for Respondent R.M. Durant and Clara L. Durant is deceased. R. M. Durant and Clara L. Durant were named as Respondents because they may claim an interest in the Property pursuant to a document recorded in the records of the Clerk and Recorder of Jefferson County on January 19, 1956 in Book 974 at Page 350 (Right of Way). Petitioner shall take the Property subject to the interests, if any, of Respondents R. M. Durant and Clara L. Durant.
- i. The Respondent **Public Service Company of Colorado ("PSCo")** was served with pleadings on November 28, 2012 and entered an appearance on November 29, 2012. Petitioner and the Respondent PSCo entered into a Stipulation Regarding the Public Service Company of Colorado's Property Interests dated January 10, 2013 that was approved by this Court's Order entered January 17, 2013. As set forth in the Stipulation, Respondent PSCo has an interest in the Property by virtue of Rights of Way recorded on January 19, 1956 in Book 974 at Pages 350, 351 and 352 and easements appearing on the Minor Plat, Sullivan Subdivision Filing No. 1 recorded on May 2, 1996 at Reception No. F0226948 in (plat) Book



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129 at Page 10, all of the records of the Clerk and Recorder of Jefferson County. PSCo may also own and operate utility improvements on the Property, including distribution lines and underground electric facilities. PSCo's utility improvements along with PSCo's property interest will be hereinafter referred to as "PSCo's Property Interests." AURA, its successors and assigns shall take title to, possession of, and use the property sought to be acquired subject to PSCo's Property Interests. Prior to initiating construction on the Property, AURA or its successors and assigns and PSCo shall enter into an agreement regarding relocation of PSCo's utilities, if any, that are located within the Property. AURA's acquisition of the Property is not intended to extinguish or terminate any P.U.C. tariff easement or contract interest that may exist within the Property.

- j. The Respondent **Tim Kauffman**, in his official capacity as Treasurer of Jefferson County, was served with pleadings on November 28, 2012 and filed his Notice of Intent to Assert Tax Claim on December 4, 2012. The Respondent Treasurer's Tax Claim in the amount \$5,055.31 was disbursed from the Deposit pursuant to this Court's January 14, 2013 Order. The Jefferson County Treasurer was joined as a Respondent pursuant to C.R.S. § 39-3-134.

Therefore, it is hereby ORDERED that:

1. The Property described as **Lot 1, Block 2, Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado** has been duly and lawfully taken and condemned by the Petitioner pursuant to the statutes and the Constitution of the State of Colorado. Title to the Property has been acquired by the Petitioner in fee simple absolute free and clear of any and all claims, rights, title, interests, easements, liens, encumbrances, reversionary interests and rights of entry of all Respondents, except as set forth in paragraphs 7.e, 7.f, 7.g, 7.h and 7.i, above.

2. The just compensation settlement of \$660,000.00 represents full satisfaction and payment of the total just compensation to be paid to all Respondents, including the value of the taking of the Property, along with damages, interest, costs, attorney fees and other expenses, if any, that may be claimed by any and all Respondents.

3. Following entry of this Rule and Order and prior to recordation Petitioner shall deposit \$60,000.00 to the Court Registry. The Clerk of the Court Registry shall forthwith disburse the \$60,000.00 by check payable to "Holley, Albertson & Polk, P.C. Trust Account" and delivered by U.S. Mail to Dennis B. Polk, Esq., HOLLEY, ALBERTSON & POLK, P.C., 1667 Cole Boulevard, Building 19, Suite 100, Golden, Colorado 80401.

4. A certified copy of this Rule and Order may be recorded and indexed in the office of the Clerk and Recorder of Jefferson County, in like manner and with like effect as if it were a



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deed of conveyance from the Respondent-Landowner to the Petitioner of the Property described as **Lot 1, Block 2, Minor Plat Sullivan Subdivision, Filing No. 1, County of Jefferson, State of Colorado.**

5. That the recording of this Rule and Order will release the *Lis Pendens* recorded on December 3, 2012 at Reception No. 2012129176 of the records of the Clerk and Recorder of Jefferson County.

DONE this _____ day of _____, 2013.

BY THE COURT

DISTRICT COURT JUDGE



This document constitutes a ruling of the court and should be treated as such.

Court: CO Jefferson County District Court 1st JD

Judge: Christopher J Munch

Alternate Judge: Unassigned

File & Serve

Transaction ID: 49658115

Current Date: Feb 26, 2013

Case Number: 2012CV4346

Case Name: ARVADA URBAN RENEWAL AUTHORITY and SULLIVAN ONE LIMITED
LIABILITY COMPANY et al

Court Authorizer: Munch, Christopher J

Court Authorizer

Comments:

Granted -- CJM 2/26/13

/s/ Judge Munch, Christopher J



ARVADA URBAN RENEWAL AUTHORITY
AGENDA INFORMATION SHEET

Agenda No.: Item 8B
Meeting Date: August 4, 2021
Title: Second Amendment to the Third Amended and Restated Development Agreement between Trammell Crow Company LLC and AURA

ACTION PROPOSED: Approve

INFORMATION ABOUT THE ITEM: The developer is asking to amend the Schedule of Performance. The revised schedule adds about a month to the closing and commencement of construction dates to the multi-family schedule and a month to the closing of the hotel/retail. Below is a comparison of the milestone dates. The completion of construction dates remain the same.

Multi-Family:	<u>June 2021</u>	<u>Aug 2021</u>
○ Closing	8/15/21	9/20/21
○ Commence Construction	9/1/21	9/27/21
○ Completion	3/31/24	3/20/24
Hotel/Retail:		
○ Closing	8/15/21	9/20/21
○ Commence Construction	1/3/22	1/3/22
○ Completion	3/1/23	3/1/23

Trammell Crow selected Martines Palmeiro Construction (MPC) as the general contractor of the apartment project after bidding the project to four GCs. MPC is a medium sized regional firm specializing in multi-family housing; they completed \$200 million in development last year. After three months of negotiating the Guaranteed Maximum Price (GMP), both parties were prepared to sign the GMP contract when MPC's team assigned to Trammell Crow's project quit to work for another company, they were offered double their pay. Senior management at MPC let Trammell Crow know that they could not perform the work as they no longer had a team in place. MPC had to let go of two contracts.

Trammell Crow went back to the three other firms that originally bid on the project; two firms indicated that they did not have availability but PCI said they are willing and available to construct the project. PCL is a large international construction firm that came in \$4 million higher than MPC. Trammell Crow is able to save approximately \$1-1.5 million with the lower interest rate to help offset some of higher costs. PCL will self-perform the excavation, retaining walls, dewatering, and is considering self-performing the framing, which eliminates the need to schedule hard to find subs.

For a project this size it typically takes 2-3 months to negotiate a GMP, but Trammell Crow and PCL are committed to negotiating a price in three weeks. Therefore, the developer is requesting an extension to the Schedule of Performance.

FINANCIAL IMPACT: There is no financial impact to AURA as the TIF revenues are dedicated to the Developer.

STAFF RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: I move that the AURA Board approve Second Amendment to the Third Amended and Restated Development Agreement between Trammell Crow Company LLC and AURA

RESOLUTION AR-21-11

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN
RENEWAL AUTHORITY APPROVING THE
SECOND AMENDMENT TO THE THIRD AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE AUTHORITY AND TC DENVER DEVELOPMENT, INC.**

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The Second Amendment to the Third Amended and Restated Disposition and Development Agreement between the Authority and TC Denver Development, Inc., attached hereto as **Exhibit A**, is hereby approved, and the Chairman is authorized to execute the Agreement on behalf of the Authority.

DATED this 4th day of August, 2021.

Alan Parker, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel

Second Amendment to Third Amended and Restated Disposition and Development Agreement

This Second Amendment to Third Amended and Restated Disposition and Development Agreement (this “Second Amendment”) is made and entered into as of August __, 2021 (the “Effective Date”) by and between Arvada Urban Renewal Authority (the “Authority”) and TC Denver Development, Inc. (“Redeveloper”). The Authority and Redeveloper are together referred to herein as the “Parties.”

Recitals

A. The Authority and Redeveloper are parties to that certain Third Amended and Restated Disposition and Development Agreement dated July 1, 2020, as amended by First Amendment to Third Amended and Restated Disposition and Development Agreement dated June 2, 2021 (together, the “Agreement”). Capitalized terms used in the Second Amendment shall have the meanings given to them in the Agreement unless otherwise provided.

B. The Parties desire to replace Exhibit G, the Amended Schedule of Performance with an updated Exhibit G.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Replacement of Exhibit G. Exhibit G to the Agreement is hereby deleted and the new Exhibit G attached hereto and made a part hereof is hereby inserted in its place.

B. Continuing Effect. Except as modified by this Second Amendment, the Agreement is in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

[Signature Pages Follow]

ARVADA URBAN RENEWAL AUTHORITY

By: _____
Chairman

ATTEST:

Maureen C. Phair
Secretary/Executive Director

TC DENVER DEVELOPMENT, INC.

By: _____

Title: _____

ATTEST:

EXHIBIT G

July 27, 2021

**Amended Schedule of Performance
Second Amendment to the Amended DDA
*Schedule of Performance for TC DENVER DEVELOPMENT, INC.***

PHASE 1: MULTI-FAMILY

ITEM	MILESTONE/EVENT	DEADLINE	SECTION
	Effective Date of Disposition and Development Agreement		
1	Property Information	06/30/2016 - Completed	5.05
2	Survey	06/30/2016 - Completed	4.06
3	Title Commitment	07/31/2016 - Completed	4.07
4	Property Inspection	10/31/2016 - Completed	5.01(a), 5.02
5	AURA Development Plan Submittal	01/01/2017 - Completed	6.01
6	Apex Property Acquisition	09/30/2017 - Completed	4.02
7	RTD Park-n-Ride Acquisition (portion in Phase 1)	05/31/2018 - Completed	4.02
8	City Site Plan (SP) Submittal	09/21/2020- Completed	6.02
9	Conditional Use Permit Approval by City Council	01/26/2021- Completed	5.04
10	Construction Documents Submittal for Initial Building Permit	02/12/2021- Completed	6.03
11	Final Title and Submit SDP	08/06/2021	4.07(a)
12	Site Plan (SP) Approval by City Staff	08/27/2021	
13	Redeveloper's Financing	09/15/2021	7.01
14	Initial Building Permit Approval	09/15/2021	5.03
15	Closing	09/20/2021	1(h), 4.05
16	Commencement of Construction	09/27/2021	1(i)
17	Completion of Construction TCO (within 30 mos. of Commencement)	03/20/2024	1(l), 7.04
18	Certificate of Completion (within 32 mos. of Commencement)	05/20/2024	

PHASE 2: HOTEL/RETAIL

ITEM	MILESTONE/EVENT	DEADLINE	SECTION
19	Property Information	06/30/2016 - Completed	5.05
20	Survey	06/30/2016 - Completed	4.06
21	Title Commitment	07/31/2016 - Completed	4.07
22	Property Inspection	10/31/2016 - Completed	5.01(a), 5.02
23	RTD Park-n-Ride Acquisition (portion in Phase 2)	08/31/2018 - Completed	4.02
24	AURA Development Plan Submittal	09/30/2019-Completed	6.01
25	City Preliminary Development Plan (PDP) Submittal	03/03/2020-Completed	6.02
26	Preliminary Development Plan (PDP) Approval by City Council	08/17/2020 - Completed	6.03
27	FDP Submittal	04/16/2021- Completed	5.04
28	Final Title and Submit FDP	08/13/2021	4.07(a)
29	Construction Documents Submittal for Initial Building Permit	09/01/2021	4.02
30	Redeveloper's Financing	09/15/2021	7.01
31	Closing	09/20/2021	1(h), 4.05
32	FDP Approval	10/29/2021	
33	Initial Building Permit Approval	12/31/2021	5.03
34	Commencement of Construction	01/03/2022	1(i)
35	Completion of Construction TCO (within 15 months of commencement)	03/01/2023	1(l), 7.04
36	Certificate of Completion	05/01/2023	

ARVADA URBAN RENEWAL AUTHORITY
AGENDA INFORMATION SHEET

Agenda No.: Item 8C
Meeting Date: August 4, 2021
Title: Second Amendment to the Intergovernmental Agreement between the City of Arvada and AURA

ACTION PROPOSED: Approve

BACKGROUND: The City of Arvada and AURA negotiated the original IGA on October 20, 1986. This IGA established the operational procedures that provided AURA with City employees. It also established the conditions of employment of the executive director as a contract employee of the AURA Board with City Council approving the salary.

In addition to staffing employees for AURA, the IGA specifies that the City will provide other services including accounting, treasury, management, procurement, personnel, engineering, planning, and legal services if desired and AURA will reimburse the City for all costs incurred in providing the staff and other services. The agreement requires City Council approval of AURA's annual budget and allows the city manager or designee to participate freely in all AURA's meetings including executive sessions.

On March 4, 1991, the First Amendment to the IGA was signed. This Amendment allows the city manager or designee to attend all AURA's meetings and executive sessions with the exception of those meetings where the salary of the executive director is the subject of the discussion.

INFORMATION ABOUT THE ITEM: Given AURA's respective independence, the City and AURA want to amend the IGA to remove City Council's oversight of AURA's budget, approval of AURA's employees' salaries, and approval of AURA's executive director's salary.

FINANCIAL IMPACT: There is no financial impact to AURA.

STAFF RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: I move that the AURA Board approve Second Amendment to the Intergovernmental Agreement between the City of Arvada and AURA

RESOLUTION AR-21-12

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN
RENEWAL AUTHORITY APPROVING THE SECOND AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND
THE ARVADA URBAN RENEWAL AUTHORITY**

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The Second Amendment to the Intergovernmental Agreement between the City of Arvada and the Arvada Urban Renewal Authority, attached hereto as **Exhibit A**, is hereby approved, and the Chairman is authorized to execute the Second Amendment on behalf of the Authority.

DATED this 4th day of August, 2021.

Alan Parker, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel

**SECONDAMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF ARVADA AND THE
ARVADA URBAN RENEWAL AUTHORITY**

1. **PARTIES.** The parties to this Second Amendment to the Intergovernmental Agreement between the City of Arvada and the Arvada Urban Renewal Authority are the City of Arvada, a Colorado home-rule municipal corporation whose mailing address is 8101 Ralston Road, Arvada, Colorado, 80002 (“City” or “Arvada”) and AURA, a body corporate and politic in the State of Colorado whose mailing address is 5601 Olde Wadsworth Boulevard, Suite 210, Arvada, CO 80002 (“AURA”).

2. **RECITALS AND PURPOSE.**

- 2.1 On October 20, 1986, the Parties entered into an Intergovernmental Agreement between the City of Arvada and AURA (“Original IGA”) to facilitate the efficiency and operation of AURA.
- 2.2 On March 4, 1991, the Parties amended the Original IGA in the First Amendment to the Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority (“First Amendment”).
- 2.3 Since the 1991, the Parties have maintained a harmonious relationship, but also operate independently of one another in the Parties’ day-to-day operations.
- 2.4 Given the Parties’ respective independence, the Parties wish to amend the Original IGA to remove City Council’s oversight of AURA’s budget, approval of AURA’s employees’ salaries, and approval of AURA’s executive director’s salary.
- 2.5 Therefore, the Parties agree to amend the Original IGA as follows:

3. **AMENDMENT TO TERMS AND CONDITIONS.**

- 3.1 Section 1. AURA Employees Provided by City, subsections D. and E. are hereby amended to state:

“D. The salaries of AURA’s employees shall be fixed by the AURA Executive Director . The salaries of AURA employees shall be established, along with other benefits, in accordance with the salary and other benefits provided for similar employees of the City performing duties of equal responsibility.”

“E. The selection and/or termination of all employees of AURA, except the Executive Director, shall be made by the AURA Executive Director.”

- 3.2 Section 2. Conditions of Employment of Executive Director, subsections A. and B. are hereby amended to state:

“A. AURA shall hire its Executive Director. The City Manager will sit on

AURA's selection committee for the Executive Director position. The Executive Director shall be a contract employee of AURA and said contract may be renewable annually."

"B. The salary of the Executive Director of AURA shall be fixed by the AURA Board of Commissioners. The salary of AURA's Executive Director shall be established, along with other benefits, in accordance with the salary and other benefits provided for similar administrative officials of the City performing duties of equal responsibility."

3.3 Section 8., City Approval of AURA's Budget, is hereby deleted.

- 4. DOCUMENTS OTHERWISE UNCHANGED.** Except for the specific amendments and/or modifications expressly made to the Original IGA by the First Amendment and by this Second Amendment, all other terms, conditions, obligations, requirements, and provisions described in the Original IGA shall remain in full force and effect. In the event of a conflict between the terms of the First Amendment, this Second Amendment, and the Original IGA, this Second Amendment shall control, then the First Amendment, then the Original IGA.
- 5. SEVERABILITY.** If any other provision of this Second Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Second Amendment shall continue in full force and effect.
- 6. BINDING AUTHORITY.** AURA represents and affirms that the signature page hereof accurately states the full legal name of the AURA (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of the AURA, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind the AURA, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Second Amendment may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED THIS ____ day of _____, 2021.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed.

Signatures begin on following page.

CITY OF ARVADA, a Colorado Home Rule
Municipal Corporation

By: _____
Marc Williams, Mayor

STATE OF COLORADO
COUNTY OF JEFFERSON

This Second Amendment to the Intergovernmental Agreement between the City of Arvada and the Arvada Urban Renewal Authority was acknowledged before me this _____ day of _____, 2021, by Marc Williams for and on behalf of the City of Arvada, State of Colorado.

Witness my hand and official seal.

Notary Public

APPROVED AS TO FORM
Rachel Morris, City Attorney

By: _____

ARVADA URBAN RENEWAL AUTHORITY

By: _____
Alan Parker, AURA Chair

STATE OF COLORADO
COUNTY OF JEFFERSON

This Second Amendment to the Intergovernmental Agreement between the City of Arvada and the Arvada Urban Renewal Authority was acknowledged before me this _____ day of _____, 2021, by Alan Parker for and on behalf of the Arvada Urban Renewal Authority.

Witness my hand and official seal.

Notary Public

APPROVED AS TO FORM:

Corey Y. Hoffmann, Counsel for AURA

AURA Flash Report

Balances as of June 30, 2021

FOR DISCUSSION PURPOSES ONLY
UNOFFICIAL & UNAUDITED

CASH & INVESTMENTS

Wells Fargo Bank

	Account Balance	Hold	Net to AURA
General - Checking (0193)	1,497,099	-	1,497,099
Ralston Fields - Checking (4061)	3,525,721	-	3,525,721
Ralston Fields Investments (9353)	358,234	-	358,234
Olde Town Station - Checking (0895)	1,630,234	(1,085,000)	545,234
Village Commons - Checking (0887)	881,893	-	881,893

First Bank of Arvada

1.50% CD Maturity 10/11/2022 (4548)	333,534	% change from prior period 0.00%	333,534
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CSIP

Ralston Fields Fund (9003)	1,055,869	0.0047%	1,055,869
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NET CASH AVAILABLE TO AURA **8,197,584**

REAL ESTATE OWNED

Date Acq.	Name	Address	Purchase Price	Debt/Discount	Net Value
2013	TOD Parcel	5580 Vance Street	660,000	659,990	10
2016	Arvada Square	9465 Ralston Road	4,963,065	4,963,064	1
2017	TOD Parcel - Gun Club		10	0	10
2019	TOD Parcel - RTD		10	0	10
2020	Gas Station	9205 W 58th Ave	3,000,000	2,999,990	10
2020	City Stores	5790 Garrison St	10	0	10
2021	IRG Outparcel	9250 W 58th Ave	1,000,000	0	1,000,000

NET VALUE OF REAL ESTATE OWNED **1,000,051**

LONG TERM RECEIVABLES

Borrower

	Current Loan Balance	Credit	Net Receivable
Loftus Development (Ralston Rd Café Demo)	300,000	300,000	0

NET LONG TERM RECEIVABLES **\$0**

LONG TERM PAYABLES

Loan

	Loan Start Date / Term Date	Original Loan Balance	Payments	Current Loan Balance
Arvada Square	June 1, 2016 / June 1, 2028	5,000,000	1,178,323	3,821,677
Brooklyn's	January 1, 2016 / January 1, 2030	2,745,000	1,111,377	1,633,623
City of Arvada (Ralston Rd Streetscape)	2020	3,500,000	1,750,000	1,750,000
Tabernacle - Underground Utilities	2021	350,000	0	350,000
Wheat Ridge	2006/2024	1,800,000	1,400,000	400,000

NET LONG TERM PAYABLES **\$7,955,300**

GROSS INCOME & EXPENSES BY FUND As of June 30, 2021

	2021 BUDGET		Actual Revenues	Actual Expenses
	Revenue	Expenses	YTD	YTD
Ralston Fields	4,393,000	3,056,000	4,621,162	1,105,336
Olde Town Station	1,180,000	1,430,000	733,305	14,533
Jefferson Center	12,106,000	12,106,000	2,535,092	7,557,347
Northwest Arvada	11,000,000	11,000,000	10,121,793	151,827
Village Commons	606,000	253,346	277,923	119,901

TOTALS **29,285,000** **27,845,346** **\$18,289,275** **\$8,948,944**

GENERAL FUND EXPENSES As of June 30, 2021

	2021 Budget	Expended YTD
Operating Expenses	585,565	239,467
TOTAL EXPENSES	\$585,565	\$239,467