



PUBLIC NOTICE OF REGULAR MEETING

The Arvada Urban Renewal Authority (AURA) Board of Commissioners will hold a public hearing and its regular board meeting in a hybrid format that will allow for in-person attendance at 5603 Yukon Street, #B, Arvada, CO 80002, or virtual attendance via Zoom Webinar at **3:00 p.m. on Wednesday, August 16, 2023.**

Anyone wishing to attend virtually may register as follows:

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_K743x1o-T-C-yMXtAga8Fg



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 cbriscoe@arvada.org prior to noon on Aug 16, 2023. A recording of the meeting will be posted on AURA's website following the webinar.

Agenda information is attached.

Carrie Briscoe

Carrie Briscoe
Deputy Director/Recording Secretary

POSTED: Aug 10, 2023



REGULAR MEETING OF THE AURA BOARD OF COMMISSIONERS
5603 Yukon St, #B, Arvada, Colorado
3:00 p.m., Wednesday, August 16, 2023

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 – June 7, 2023 and July 19, 2023
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. Resolution AR-23-11: Ralston Commons Site Work Change Orders
 - B. Ralston Commons Beer Hall Site Plan and Elevation Review – City Street Investors
 - C. Ralston Commons Townhome Site Plan and Elevation Review
 - i. MetroVenture/Ascent
 - ii. Royal Oak
 - D. Resolution AR-23-12: Ralston Creek Streetscape Contract – Morgan Group
 - E. Resolution AR-23-13: Employment Agreement
9. New Business – None
10. Development Update
11. Public Comment – Five Minute Limit
12. Comments from Commissioners
13. Committee Reports
14. Staff Reports
15. Executive
 - A. Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Related to the Tabernacle Church and Ralston Commons
16. Adjournment

SUMMARY OF MINUTES OF REGULAR MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, June 7, 2023
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REGULAR MEETING

- 1. Call to Order** – Chair Paul Bunyard called the meeting to order at 3:00 p.m.
- 2. Moment of Reflection and Pledge of Allegiance**
- 3. Roll Call of Commissioners**
 - A. Those Present: Chair Paul Bunyard, Vice Chair Peter Kazura, Treasurer Sue Dolan, Commissioners Marc Williams, Eli Feret, Daria Drago, and Tim Steinhaus
 - B. AURA staff present: Maureen Phair, Executive Director; Carrie Briscoe, Deputy Director; Giles Clasen, Communications Coordinator; and Corey Hoffmann, Legal Counsel
- 4. Approval of the Summary of Minutes** – The Summary of Minutes of the May 3, 2023 AURA Regular Board Meeting stands approved.
- 5. Public Comment**

None.
- 6. Public Hearing**

None.
- 7. Study Session**

None.
- 8. Old Business**

None.
- 9. New Business**
 - A. 2022 Financial Audit – Steve Sauer – Managing Director, FORVIS
Mr. Sauer presented the 2022 audit results and financial reports including new standards for reporting lease income. Mr. Sauer reported there were no concerns found during the audit and he recognized the work of Deb Nielson.

Chair Bunyard asked if there were any changes needed to move AURA to best practices. Mr. Sauer reported there are new reporting needs for lease income and new controls are being put in place to adapt.

Commissioner Williams moved to approve the audit recognizing the work of all involved in the audit.

The following votes were cast on the Motion:
Voting yes: Dolan, Steinhaus, Bunyard, Drago, Feret, Kazura, Williams
 - B. Flour Mill Design Proposal
Executive Director Phair reported that AURA released an RFP seeking an historic

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Architect to create a more inviting entrance to the building. This RFP sought to remove barriers to access, create a new front porch, remove unsightly signs and move utilities to hide them without changing the historic nature of the building.

AURA received back on response to the RFP from SAR, which has extensive experience working on historic sites and complies with requirements for such a site.

Commissioner Williams moved that the AURA board approve SAR's design subject to approval from the Arvada Historical Society.

The following votes were cast on the Motion:

Voting yes: Dolan, Steinhaus, Bunyard, Drago, Feret, Kazura, Williams

C. Tabernacle Church Development Concept

Keane Palmer, Brick Development Co, reported that they are very early in the concept of updating and remodeling the Tabernacle in Olde Town to create new commercial space. The early concepts include creating a covered patio along the alley and bring in one to two restaurants to occupy the first floor. The remodel will include lots of planters and green space. The goal is to preserve the historic building while updating the patio and interior space for new use. They do not currently have contracts with an operator of the space but are in talks with multiple Denver businesses.

D. Ralston Creek Monument Sign Proposal

Executive Director Phair reported that the price for the fabrication and installation of the sign is \$188,230. The sign will be 21 feet tall, 6.8 feet wide, lit by LEDs and located at Kipling and 58th.

Vice Chair Kazura asked to pursue that the lighting be able to change color and match the Arvada Water Tower. Ms. Phair said she would explore that possibility.

Commissioner Dolan moved that the AURA board approve the purchase and installation of the Ralston Creek Monument Sign.

The following votes were cast on the Motion:

Voting yes: Dolan, Steinhaus, Bunyard, Drago, Feret, Kazura, Williams

E. Ralston Creek Streetscape Consulting Proposal

Executive Director Phair reported that she had spoken with the Morgan Group, who is currently building the Caroline project at this location, about completing the streetscape along the block. The Morgan Group reported a cost to design the streetscape would be \$285,000; this does not include the construction costs.

If completed AURA would pay the cost to construct and the adjacent land owners would maintain the streetscape over time. The City of Arvada would not maintain the streetscape.

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Commissioner Williams made a motion that a contract be initiated to design a streetscape and that the cost not exceed \$285,000.

The following votes were cast on the Motion:

Voting yes: Dolan, Steinhaus, Bunyard, Drago, Feret, Kazura, Williams

10. Development Update

Ralston Gardens – The sale of the land closes next week. Shout out to Carrie for her work to get this done. Corrie also helped. Interest has gone up 2-2.5% since beginning of deal. The developer had to go to division of housing for low interest loan to make up the difference.

System Development Fees – City is moving the deadline for increased fees to September 30.

Roundabout at 55th and Olde Wadsworth – The proposed roundabout in the Village Commons Urban Renewal Area makes access to parking garage more accessible from North. Two locations were considered and both the City of Arvada and the Hilton management would prefer the North location. The roundabout can be funded with money generated by the Village Commons URA.

Brick Building at 7611 Grandview Ave – Received 4 proposals in response to RFP. Will have present in July special meeting before executive session on July 19. Noon to 3 pm. Twenty minute presentations from all presenters.

Loftus Town Home Site – May be interested in purchasing

Arby's Closed – AURA just learned that the Arby's along Ralston Road has closed. Executive Director Phair will reach out to see the plans for the property.

Ralston Commons Site Work – Rain has delayed construction. Tap fees delayed so that helped.

Berkeley Town Homes – Foundations are done vertical will begin soon.

Alley Project – Only two business owners left to sign easements.

Trammell Crow – Shops at Old Town Station, plan on July opening, Hotel done by Jan or December. Residential may be done by April but depends on City. May be July of 2024.

Paseo – In last round of comments with the City's Development Review Team.

DRCOG – No major concerns at open house. Final report will be out this month at next regular board meeting.

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Olde Town Alley Utility Undergrounding – The Xcel easement agreements have been drafted with the hope of distributing the final drafts for execution to the property owners in the following week.

11. Public Comment – Five Minute Limit

None.

12. Comments from Commissioners

Commissioners discussed their experiences at the ULI convention in Toronto

13. Committee Reports

Commissioner Bunyard said the housing committee kicked off with a two hour presentation about housing terms. There was a Root Presentation that he found to be very good about removing the barriers to affordable housing. He suggested the presentation be made to the AURA board.

Commissioner Kazura reported on the Olde Town BID activities including the election of officers and that the Jaycees and Harvest Fest are no longer partnered with the BID.

14. Staff Reports

Executive Director Phair reported on her experience at the ULI conference. She also spoke at a Brownfield conference and at an executive real estate class at CU Boulder regarding urban renewal. She thanked those who attended Alan Parker's recognition at a recent City Council meeting.

Communications Coordinator Clasen reported on the progress made in social media and a video series on redeveloping the Kmart site into the Caroline. The current goal is to get the word out on the Ralston Garden ground breaking.

Legal Counsel Hoffmann reported that Urban Renewal bill was vetoed by the governor, but stated there was a need to revisit the topic. Additionally, due to the failure of Senate Bill 213, there will be a revisit of construction defects legislation as way to create housing affordability.

15. Executive Session

Board entered Executive Session for 10 minutes to give instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Related to the Tabernacle Church

16. Adjournment

Chair Bunyard adjourned the meeting at approximately 5:00 p.m.

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Paul Bunyard, Chair

ATTEST:

Maureen Phair, Executive Director

Carrie Briscoe, Recording Secretary

**SUMMARY OF MINUTES OF SPECIAL BOARD MEETING
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WEDNESDAY, July 19, 2023
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REGULAR MEETING

1. **Call to Order** – Chair Paul Bunyard called the meeting to order at 12:00 p.m.

2. **Moment of Reflection and Pledge of Allegiance**

3. **Roll Call of Commissioners:**

Those Present: Chair Paul Bunyard, Vice Chair Peter Kazura, Treasurer Sue Dolan, Commissioners Marc Williams, Eli Feret, Daria Drago, and Tim Steinhaus

AURA staff present: Maureen Phair, Executive Director; Carrie Briscoe, Deputy Director

4. **Executive Session**

Chair Bunyard made a motion to go to Executive Session Pursuant to CRS 24-6-402(4)(f), Maureen Phair.

The following votes were cast on the Motion:

Voting yes: Dolan, Steinhaus, Bunyard, Drago, Feret, Kazura, Williams

5. **New Business**

A. Proposal Presentations for 7611 Grandview Avenue
Footers Catering presented an idea for Arvada Garage Co.

La Fuel presented a concept for a new bakery.

Keane Palmer, Brick Development Co, presented a concept to remodel the building and bring in a contractor to operate a restaurant or ice cream store at the site tentatively named Chucks Service Station.

Scott Spears presented a concept to build a full kitchen within the first floor, expanding the building to add a second floor dining space and to serve chicken and fries at the location.

6. **Executive Session**

Commissioner Drago made a motion to go to Executive Session Pursuant to CRS 24-6-402(4)(e), Related to 7611 Grandview Avenue.

The following votes were cast on the Motion:

Voting yes: Dolan, Steinhaus, Bunyard, Drago, Feret, Kazura, Williams

7. **Adjournment**

Chair Bunyard adjourned the meeting at approximately 5:00 p.m.

**SUMMARY OF MINUTES OF SPECIAL BOARD MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
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Paul Bunyard, Chair

ATTEST:

Maureen Phair, Executive Director

Carrie Briscoe, Recording Secretary

ARVADA URBAN RENEWAL AUTHORITY

AGENDA INFORMATION SHEET

Agenda No.: 8A
Meeting Date: August 16, 2023
Title: Ralston Commons Site Work – HPM Change Orders

ACTION PROPOSED: Approve

BACKGROUND:

AURA entered into an a not-to-exceed contract in the amount of \$3,583,877 with HPM, Inc. on November 2, 2022 to construct site improvements related to demolition of existing building pads, parking lot, landscaping and grade and construct roads, curb and gutter, and storm and sewer utilities to facilitate vertical construction of the two multi-family buildings to be built by Loftus Development and the Beer Hall and public park to be built by City Street Investors.

INFORMATION ABOUT THE ITEM:

The original contract included a 2% contingency and an allowance for the telecommunications conduits in the amount \$79,900. As we fleshed out the scope with the future vertical construction builder, a few items resulted in the reduction of scope and fee including removing concrete paving and sidewalks that could be damaged in construction and more precisely quantifying soil import needs. Conversely, unexpected conditions were abundant where HPM encountered unknown buried asphalt slabs, abandoned electrical conduits, asbestos-containing pipe, and, most significantly, weather delays due to unprecedented rain events. This was all able to be maintained in the NTE budget previously approved.

Subsequently, we have experienced additional issues requiring the approval of additional change orders of the NTE amount. The largest of the change orders is related to the storm water system. A Bay Separator system was to be installed approximately 20 feet below grade that collects storm runoff, filters it, and then releases it to Ralston Creek. During excavation, ground water was encountered preventing full-depth excavation without removing it. The State requires groundwater to be treated in this scenario. Testing discovered naturally occurring Selenium in amounts requiring treatment before disposal or discharge. It was deemed that treating and discharge was the most cost-effective approach. Additionally, due to saturated soils from rain events and at the base of the Bay Separator, more substantial shoring and subgrade was required. Additionally, the storm pipe that crosses Garrison Street had to be rerouted due to telecommunications lines in the way. This resulted in twice as much piping material (twin elliptical pipes instead of one round), larger inlet and outlet, and a greater means and methods of performing the work. As of August 1, 2023, HPM has requested change orders totaling \$450,989 with a total proposed contract amount of \$4,034,866. Detail is attached.

FINANCIAL IMPACT:

AURA has the funds available. This cost, along with the cost of the owner's rep and other construction administration, will be paid out of the approximately \$13 million allocated to the project.

STAFF RECOMMENDATION: Approval

SUGGESTED MOTION: I move that the AURA Board approve Resolution AR-23-11 for the change orders totaling \$450,989 for HPM to perform the horizontal work at Ralston Commons.

CONSTRUCTION CHANGE ORDER LOG

PROJECT NAME		PROJECT NO.	DATE CREATED
Ralston Commons		005-22018	05/01/23
CONTRACTOR		CONTRACT NO.	DATE OF LAST UPDATE
HPM, Inc.		A101-2017	08/11/23

			DATES			ACCOUNTING				TIME in Calendar Days	
C.O. No.	DESCRIPTION	Cost Type	INITIATED	NEGOTIATED	FINALIZED	COST / (CREDIT)	AMOUNT NOT APPROVED	AMOUNT APPROVED	CUMULATIVE AMOUNT TO DATE	EXTENSION	ADJUSTED TOTAL
	Original Contract								\$ 3,583,877.00		
CE# 002	DFC - Asphalt Slabs	Construction Contingency	12/21/23		06/07/23	\$ 12,712.00		\$ 12,712.00	\$ 3,596,589.00	3.0	
CE# 003	Actual OH Comm removal allowance	Allowance	12/21/23		06/07/23	\$ (19,338.00)		\$ (19,338.00)	\$ 3,577,251.00	0.0	3.0
CE# 005	Reduce Concrete Paving and Sidewalks	Contract Change	01/12/23		06/07/23	\$ (325,017.00)		\$ (325,017.00)	\$ 3,252,234.00	-10.0	-7.0
CE# 007	Snow Removal (see attached backup)	Allowance	01/19/23		06/07/23	\$ 19,684.00		\$ 19,684.00	\$ 3,271,918.00	10.0	3.0
CE# 008	Added Utility Service Lines	Contract Change	01/19/23		06/07/23	\$ 221,017.00		\$ 221,017.00	\$ 3,492,935.00	20.0	23.0
CE# 010	Tree Removal (allowance)	Allowance	02/02/23		06/07/23	\$ 1,546.00		\$ 1,546.00	\$ 3,494,481.00	0.0	23.0
CE# 011	Import Cold Patch Asphalt (for ER)	Contingency	02/14/23		06/07/23	\$ 6,612.00		\$ 6,612.00	\$ 3,501,093.00	0.0	23.0
CE# 013	Earthwork Reduction of Import (deduct)	Contract Change	02/21/23		06/07/23	\$ (64,329.00)		\$ (64,329.00)	\$ 3,436,764.00	-5.0	18.0
CE# 016	Debris Removal	Contract Change	02/26/23		06/07/23	\$ 1,981.00		\$ 1,981.00	\$ 3,438,745.00	0.0	18.0
CE# 018	Development Permit Fee	Contract Change	03/06/23		06/07/23	\$ 7,563.00		\$ 7,563.00	\$ 3,446,308.00	0.0	18.0
CE# 019	Unknown Conduit over Sanitary Main	Contract Change	03/15/2003		06/07/23	\$ 5,205.00		\$ 5,205.00	\$ 3,451,513.00	1.0	54.0
CE# 022	Cementitious Pipe Abatement	Contract Change	03/24/23		06/07/23	\$ 4,460.00		\$ 4,460.00	\$ 3,455,973.00	0.0	54.0
CE# 023	TRO - Delay Cost	Contract Change	03/06/23		06/07/23	\$ 78,821.00		\$ 78,821.00	\$ 3,534,794.00	35.0	53.0
CE# 025	Re-work Inlet STA 2+19	Contract Change	03/27/23		06/07/23	\$ 1,673.00		\$ 1,673.00	\$ 3,536,467.00	0.5	54.5
CE# 028	Realignment of Garrison curb line	Contract Change	04/05/23		06/07/23	\$ 6,481.00		\$ 6,481.00	\$ 3,542,948.00	0.0	54.5
CE# 030	MH Up size STA 0+62.94	Contract Change	04/11/23		06/07/23	\$ 1,405.00		\$ 1,405.00	\$ 3,544,353.00	0.0	54.5
CE# 031	Monitoring Well for Dewatering	Contract Change	04/11/23		06/07/23	\$ 9,465.00		\$ 9,465.00	\$ 3,553,818.00	0.0	54.5
CE# 032	Buried foundations over new water main	Contract Change	04/20/23			\$ 4,450.00	\$ 4,450.00			2.0	56.5
CE# 033	Abandoned Electric Line	Contract Change	04/24/23			\$ 1,335.00	\$ 1,335.00			0.5	57.0
CE# 034	Re-work Inlet STA 0+82	Contract Change	03/20/23			\$ 1,124.00	\$ 1,124.00			0.5	57.5
CE #020	Bay Separator Dewatering	Contract Change	03/21/23			\$ 111,427.00	\$ 111,427.00			7.0	64.5
CE #037	4" Communications Lines	Contract Change	06/06/23			\$ 60,538.00	\$ 60,538.00			2.0	66.5
CE #038	Slide Rail Shoring for 10K Bay Separator	Contract Change	06/28/23			\$ 25,719.00	\$ 25,719.00			2.0	68.5
CE #39	RFI #32 Grade Changes in Private Drive (Verbal Approval Received 7/26/2023)	Contract Change	07/20/23			\$ 10,079.00	\$ 10,079.00			2.00	70.5
CE #40	RFI #33 South Storm Crossing (Credit)	Contract Change					\$ -				70.5
CE #41	Additional Caisson Demo on North Lot	Contract Change	07/25/23			\$ 2,809.00	\$ 2,809.00				70.5
CE #42	RFI #29 North Storm Crossing Utility Conflict	Contract Change	07/25/23			\$ 160,023.00	\$ 160,023.00			20.00	90.5
CE #43	RFI #27 Soft Subgrade for Bay Separator	Contract Change	07/18/23			\$ 31,759.00	\$ 31,759.00			1.00	91.5
CE #44	RFI #36 Limits of Construction	Contract Change	07/20/23			\$ 13,118.00	\$ 13,118.00				91.5
CE #45	Additional Site Fence Rental	Contract Change	07/25/23			\$ 7,705.00	\$ 7,705.00				91.5
CE #46	Job Trailer Rental	Contract Change	07/25/23			\$ 5,533.00	\$ 5,533.00				91.5
CE #47	Soft Subgrade in Road Ways	Contract Change	07/14/23			\$ 19,689.00	\$ 19,689.00			5.00	96.5
CE #48	Soft subgrade North of ER	Contract Change	08/01/23			\$ 4,240.00	\$ 4,240.00				96.5
CE #49	Transformer Pads (ROM)	Contract Change	07/26/23			\$ 20,000.00	\$ 20,000.00				96.5
CE #50	Demo of Precast Inlet	Contract Change	07/31/23			\$ 1,500.00	\$ 1,500.00				96.5
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ARVADA URBAN RENEWAL AUTHORITY

AGENDA INFORMATION SHEET

Agenda No.: 8D

Meeting Date: August 16, 2023

Title: Design Management Agreement with the Morgan Group for the Ralston Creek Streetscape Consulting

ACTION PROPOSED: Approve

BACKGROUND:

In 2014, AURA commissioned the Ralston Creek Streetscape Design Guidelines. These guidelines establish a new identity and look for the newly branded Ralston Creek area. In the final years of the Ralston Field URA, the goal is to complete any sidewalks along Ralston, Independence and Garrison Streets with the new streetscape.

INFORMATION ABOUT THE ITEM: brought this to board on June 7th

The Morgan Group is redeveloping the former Kmart into The Caroline and will install the Ralston Creek Streetscape on Ralston Road along their frontage. Any development that occurs within the Ralston Creek area is required to install the new streetscape; however, those properties that are not redeveloped will not have the new streetscape. In order to ensure the streetscape is continuous, AURA is willing to design and install the streetscape on those missing properties. Therefore, we asked the Morgan Group if they would assist us in designing and installing the streetscape along Ralston Road between Kipling and Independence Streets - in front of King of Glory Church, Starbucks, McDonalds, King Soopers, Chase Bank, and Jiffy Lube.

Morgan Group provided this budget proposal for consulting services.

• Civil Engineering	\$60,000
• Surveying	25,000
• Legal Descriptions & Exhibits	15,000
• Dry Utilities Coordination	10,000
• Utility Locates	25,000
• Landscape Design	65,000
• Morgan Consulting fee(\$10k/mo)	60,000
• Contingency	<u>25,000</u>
Total	\$285,000

Excluded from the proposal is all property owner outreach for approvals or to be a part of any negotiations. AURA staff will conduct these meetings and negotiations, Morgan Group will prepare the easements and legal documents. Morgan Group maintains no liability in warranting the quality of design of the improvements.

Morgan Group will establish a separate bank account into which AURA will deposit the funds. Morgan will pay the consultant's invoices after they have been approved by AURA. They will also engage the help of Morgan Construction for pre-construction services and preliminary budgeting of the drawing.

At the conclusion of the project, AURA will have fully permitted drawings that are ready to bid.

FINANCIAL IMPACT:

The preliminary proposal for pre-development, pre-construction and design services is \$285,000. The cost of the construction will be known once the construction drawings are complete and the project is bid. Between today and 2028, the Ralston Fields Fund will have between \$5 million and \$20 million in unallocated funds.

COMMUNITY BENEFIT:

The revitalization of the three shopping centers in the vicinity of Independence and Ralston Road has been underway for years. One of the key elements to revitalizing this area is giving it an identity, which is being done through branding and the new streetscape. In addition to beautifying the area; the wide, detached sidewalks with pedestrian lights will make pedestrians comfortable and safe.

STAFF RECOMMENDATION: Approval

SUGGESTED MOTION: I move that the AURA Board approve the Design Management Agreement with the Morgan Group

DESIGN MANAGEMENT AGREEMENT

This Design Management Agreement (this “Agreement”) is dated as of _____, 2023 (the “Effective Date”), and is being entered by and between ARVADA URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (“AURA”), and MORGAN PRL DEVELOPMENT LLC, a Texas limited liability company (“Manager”).

RECITALS:

AURA intends to design and develop certain streetscape improvements from Independence Street to Kipling Street along 58th Avenue, in Arvada, Colorado, as the area and location may be adjusted by mutual agreement of the parties (the “Project”), and as generally depicted in the attached **Exhibit A**, to mirror similar specifications and standards as being developed and constructed by Ralston Arvada Owner, LLC, an affiliate of Manager, at that certain multifamily residential project named Caroline at Ralston Creek and located adjacent to the Project.

AURA wishes to retain Manager to provide certain management services for the purpose of overseeing the design, predevelopment, and preconstruction coordination of the Project, and Manager agrees to do so on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, AURA and Manager agree as follows:

ARTICLE 1 EXTENT OF AGREEMENT

1.1 Extent of Agreement. Manager agrees to manage the performance of third-party consultants (“Consultants”) to be engaged by Manager with the consent of AURA to complete the design, predevelopment and preconstruction work of the Project (collectively “Design Work”) as set forth herein and agrees to furnish such management in an expeditious and economical manner consistent with the interests of AURA and the requirements of this Agreement. In the performance of its duties and obligations under this Agreement, Manager shall, subject to budgetary constraints and limitations, perform reasonably and in good faith, in accordance with the standard of care for managers providing similar services for similar projects. Notwithstanding any provision contained in this Agreement to the contrary, Manager shall not have any liability to AURA or any other party for any errors of judgment or ordinary mistakes of fact or of law, or for any act or omission believed by Manager to be in good faith, except to the extent that such liability is based principally upon the fraud, gross negligence or willful misconduct of Manager. This Agreement represents the entire agreement between AURA and Manager relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provision of the Consultant Contracts (defined below) and may be amended only by instrument signed by both AURA and Manager.

1.2 Design Work Phases; Cost of the Design Work. The Design Work shall consist of

two phases, a conceptual design phase (“Phase 1”) and a final plan phase (“Phase 2”). The parties acknowledge and agree that the performance of Phase 2 is impacted by AURA’s ability to obtain all necessary third-party approvals, licenses and/or easements required for the Project (“Third-Party Approvals”), and the decision of whether to proceed with Phase 2 is dependent upon AURA’s success in obtaining such Third-Party Approvals. Following the completion of Phase 1, AURA may elect to suspend performance of this Agreement in accordance with Section 6.2 below, in which case Manager shall not proceed with Phase 2 until authorized by AURA to do so. Attached hereto as **Exhibit B** and incorporated herein by this reference is the initially approved budget for the Design Work (the “Design Budget”). Any increases in the Design Budget shall be subject to the approval of AURA, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, AURA’s approval shall not be required for reallocations by Manager of savings or anticipated savings from one line in the Design Budget to another line item in the Design Budget provided that the scope of improvements constituting the Project, as contemplated in **Exhibit A** has not been materially modified.

ARTICLE 2

MANAGER’S RESPONSIBILITIES

Manager shall furnish the following management services called for under this Agreement (collectively, the “Services”):

2.1 Work with AURA to select mutually acceptable Consultants and negotiating agreements with the Consultants for the performance of the Design Work (collectively, the “Consultant Contracts”), provided that, the Consultants Contracts with the civil engineer and landscape architects shall be executed directly by AURA.

2.2 Direct the activities of the Consultants performing the Design Work, and provide administrative, management and related services as reasonably required to coordinate the work of the Consultants with each other to complete the Design Work without assuming any responsibility or liability of or for the Design Work.

2.3 Schedule and attend regular meetings with AURA and/or the Consultants during the development of drawings and provide monthly reports updating AURA on the status of design.

2.4 Prepare an estimated construction budget for the Project for AURA’s approval once the Design Work is completed.

2.5 On a monthly basis, review invoices submitted by the Consultants for payment of the Design Work and consult with AURA prior to making payment to Consultant consistent with the scope of this Agreement. Payment by Manager of an invoice of a Consultant shall be based on whether the Design Work has progressed to the point required for such payment under the applicable Consultant Contract and shall not constitute a representation that Manager has evaluated the sufficiency of the Design Work.

2.6 Establish a separate bank account in the name of Manager for payment of the Design Work (“Payment Account”), into which AURA shall deposit the amount of the estimate of work for Phase 1, which shall be \$85,000.00, and thereafter, if Phase 2 is approved by AURA,

AURA shall then remit the remaining balance of \$200,000.00 into the Payment Account to be utilized by Manager to pay Consultants as set further herein. Promptly disburse amounts owing to the Consultants in accordance with the invoices that have been approved by AURA for payment together with any Fee or other reimbursement owing to Manager in accordance with this Agreement.

2.7 Without assuming the responsibility of the Consultants, review and comment upon the Design Work. Manager's review is for the purpose of commenting on aesthetics and conformity of the design with the existing streetscape of Caroline at Ralston Creek and not for the purpose of discovering errors, omissions or inconsistencies in the Design Work, or determining the compliance of the Design Work with applicable building codes or other governmental requirements. It is recognized that Manager's review is not made as a licensed design professional, and Manager shall not be liable to AURA for any errors, inconsistencies or omissions in the Design Work produced by the Consultants.

2.8 Upon AURA obtaining all consent for the Third-Party Approvals and decision to proceed to Phase 2, Manager shall be responsible for preparing any documents necessary to document such formal approvals, licenses and/or easements (collectively, the "Documents") and shall be reimbursed for such preparation in accordance with Section 4.2 below.

ARTICLE 3

AURA'S RESPONSIBILITIES

AURA shall cooperate with Manager in the performance of Manager's obligations under this Agreement and shall timely perform of the following obligations:

3.1 Subject to the reasonable approval of AURA, execute the Consultant Contracts with the civil engineer and landscape architect.

3.2 Promptly render decisions and respond to questions or requests for information from Manager or the Consultants as reasonably necessary for the progress of the Design Work.

3.3 Pursue, at AURA's sole costs and expense, all necessary approvals, permits, easements, licenses, assessments and charges required for the Project, including, but not limited to, the Third-Party Approvals.

3.4 On a monthly basis, approve invoices from the Consultants.

3.5 Fund the Payment Account for each phase of the Project in advance of commencement of each phase, and pay on a monthly basis separately to Manager any Fee or other reimbursement then owing to Manager for such month. Under no circumstances shall Manager be required or expected to advance funds to the Consultants on behalf of AURA.

ARTICLE 4

PAYMENTS TO MANAGER

4.1 Management Fee. AURA shall pay to Manager a management fee for the Services

in an amount equal to \$10,000.00 a month (the “Fee”), which shall be prorated for any partial month; provided, however, notwithstanding AURA’s right to terminate this Agreement at any time for convenience, the total Fee owing to Manager under this Agreement shall not be less than \$30,000.00 (the “Minimum Fee”). Payment of the Fee shall be paid by AURA to Manager within five (5) business days following the end of the calendar month for which such Fee was earned.

4.2 Reimbursements. Manager’s initial preparation of the Documents shall be at no cost to AURA. In the event the negotiation of any Document with any third party exceeds two (2) rounds of comments (i.e., the third party provides two rounds of comments to the Document and Manager provides two rounds of comments back), AURA shall pay to Manager a fee of \$250.00 an hour for any additional comments to such Document. In the event any Documents require the review of local counsel, Manager may, with the prior approval of AURA (such approval not to be unreasonably withheld, conditioned or delayed), engage local counsel for such review, and Manager shall be reimbursed for any fees charged by such local counsel in accordance with this Section. In the event Manager advances funds for and on behalf of AURA, or incurs out-of-pocket expenses for and on behalf of AURA, Manager shall be reimbursed for such amounts monthly concurrently with the payment of the Fee referred to in Section 4.1 above; provided, however, nothing contained herein shall be construed to require Manager to advance any funds or incur out-of-pocket expenses on behalf of AURA.

ARTICLE 5 INSURANCE AND INDEMNITY

5.1 Unless otherwise agreed by Manager and AURA, each Consultant shall be required to obtain worker’s compensation insurance with statutory limits, commercial general liability insurance with a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the general aggregate, and professional liability insurance with a policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate. AURA and Manager shall be named as an additional insured on the commercial general liability policy of each Consultant.

ARTICLE 6 MISCELLANEOUS

6.1 Term. The term of this Agreement shall commence on the Effective Date and continue until the earlier of (i) completion of the Design Work, or (ii) termination of this Agreement as set forth in Section 6.2 or Section 6.3 below.

6.2 Termination or Suspension by AURA. AURA shall have the right at any time to terminate this Agreement, or to suspend performance under this Agreement (but only for one period not exceeding six (6) months in length), upon not less than fifteen (15) days’ prior notice to Manager. Should AURA terminate or suspend performance under this Agreement, Manager shall be paid for the Services completed through such early termination or suspension. Should AURA suspend performance under this Agreement, AURA may authorize performance to resume by delivering written notice thereof to Manager within six (6) months following such suspension. In the event AURA does not resume performance under this Agreement within such six (6) month period, AURA shall be deemed to have elected to terminate this Agreement as of the expiration of such six (6) month period. Should this Agreement terminate pursuant to this Section 6.2 before

Manager has been paid the Minimum Fee, upon such termination, AURA shall pay Manager such amount as would satisfy the Minimum Fee.

6.3 Termination by Manager. Manager shall have the right to terminate this Agreement upon not less than fifteen (15) business days' prior notice to AURA (i) if AURA fails to timely advance monies required for payment of the sums owing to the Consultants under the Consultant Contracts, (ii) fails to timely pay any Fee or other reimbursement owing to Manager under this Agreement, or (iii) at any time following after the expiration of six (6) months from the Effective Date.

6.4 Payments Due Upon Termination. In the event of termination of this Agreement, Manager shall promptly cease all Services, and AURA shall pay Manager for all Services performed up to the date of termination, including any accrued but unpaid Minimum Fee or other reimbursement owing to Manager under this Agreement. Such payment shall be made not later than five (5) business days after termination of this Agreement.

6.5 Notices. Any notice, consent, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by reputable air courier, or sent by electronic mail, and shall be deemed to have been given upon the date of receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt. Such notices, consents, demands or other communications shall be addressed as follows:

If to Manager:	Morgan PRL Development LLC 3300 E 1ST Avenue, STE 480 Denver, CO 80206 Attention: Adam Wallace Email: adamw@morgangroup.com
With a copy to:	Morgan PRL Development LLC 3000 Richmond Ave. Houston, TX 77098 Attention: Rosalind M. McLeroy Email: Rosalindm@morgangroup.com
If to AURA:	Arvada Urban Renewal Authority 5603 Yukon Street, Suite B Arvada, CO 80002 Attention: Maureen Phair Email: mphair@arvada.org

6.6 Successors and Assigns. This Agreement shall be binding on the successors, assigns and legal representatives of AURA and Manager. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Should any portion of this Agreement prove to be unenforceable in a court of law, as against public policy, statute or otherwise, then the remaining portions of this Agreement shall

remain in full force and effect and the offending provision treated as a non-binding statement of intent by the parties.

6.8 Attorneys' Fees. If either party becomes involved in litigation arising out of this Agreement or the performance of it, the prevailing party in such litigation shall be entitled to recover from the unsuccessful party all reasonable costs and expenses of the litigation, including expert witnesses' fees and attorneys' fees. The parties agree that the party who recovers litigation expenses shall recover the full amount of all such expenses and fees incurred in good faith.

6.9 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, the liability of any party under this Agreement shall in no event: (a) include any lost profits, consequential, speculative or punitive damages; or (b) constitute personal obligations of such parties' officers, directors, employees, agents, partners, members, joint venturers, trustees, shareholders, or principals, or their respective heirs, successors, or assigns.

6.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.11 Remedies Cumulative. All rights and remedies of the parties are cumulative and in addition to those existing at law or in equity and the exercise of any one or more thereof by a party shall not be construed to constitute a waiver of any others. The waiver by either party hereto of any breach or default on the part of the other party hereto shall not be construed to constitute a waiver of any other breach or default.

6.12 Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and they are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

6.13 Relationship of Parties. Neither this Agreement nor any of the Design Work shall be construed as creating a general agency or partnership between the parties. In performing its obligations under this Agreement, Manager shall be deemed an independent contractor and not an agent or employee of AURA.

6.14 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement between AURA and Manager.

6.15 Construction of the Project. Upon completion of the Design Work, AURA may choose to engage Manager to perform additional services during the construction phase of the Project. In such event, AURA and Manager agree to negotiate in good faith to enter into a separate construction management agreement whereupon Manager, or an affiliate of Manager, shall provide such construction management services for the Project.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, AURA and Manager have executed and delivered this Agreement as of the date first set forth above.

“MANAGER”

MORGAN PRL DEVELOPMENT LLC,
a Texas limited liability company

By: _____
Name: Adam Wallace
Title: Vice President

“AURA”

ARVADA URBAN RENEWAL AUTHORITY

By: _____
Name:
Title:

THE PROJECT



EXHIBIT B

THE BUDGET

Scope	Budget
Civil Engineering	\$60,000
Surveying	\$25,000
Legal Descriptions & Exhibits	\$15,000
Dry Utility Coordination	\$10,000
Utility Locates	\$25,000
Landscape Design	\$65,000
Morgan Consulting Fee (\$10k/Mo)	\$60,000
Contingency	\$25,000
Total Pre-Construction Budget	\$285,000

RESOLUTION AR-23-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY APPROVING THE TWELFTH AMENDMENT TO THE EXECUTIVE DIRECTOR'S EMPLOYMENT AGREEMENT

WHEREAS, the Arvada Urban Renewal Authority ("AURA") and Maureen C. Phair ("Employee") have previously entered into an employment agreement with an effective date of July 6, 2011 (the "Original Agreement") whereby, among other matters, the pay and benefits of Executive Director are set;

WHEREAS, AURA and Employee have previously amended the Original Agreement by entering into a First Amendment to an Employment Agreement dated September 5, 2012; a Second Amendment to an Employment Agreement dated August 7, 2013; a Third Amendment to an Employment Agreement dated August 6, 2014; a Fourth Amendment to an Employment Agreement dated February 3, 2016; a Fifth Amendment to an Employment Agreement dated November 7, 2016; a Sixth Amendment to an Employment Agreement dated April 4, 2018; a Seventh Amendment to an Employment Agreement dated March 6, 2019; an Eighth Amendment to an Employment Agreement dated May 6, 2020, a Ninth Amendment to Employment Agreement dated March 3, 2021; a Tenth Amendment to an Employment Agreement dated May 5, 2021; and an Eleventh Amendment to an Employment Agreement dated August 3, 2022; and

WHEREAS, AURA and Employee desire to further amend the Original Agreement by the approval of this Twelfth Amendment to an Employment Agreement as more fully set forth below.

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

Section 1. Retroactive to January 1, 2023, the attached Eleventh Amendment to an Employment Agreement is hereby approved, and the Chairman is authorized to execute the same on behalf of the Authority.

DATED this ____ of _____, 2023.

Paul Bunyard, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel

**TWELFTH AMENDMENT TO AN EMPLOYMENT AGREEMENT BY AND
BETWEEN THE ARVADA URBAN RENEWAL AUTHORITY AND MAUREEN C.
PHAIR AS SECRETARY AND EXECUTIVE DIRECTOR**

WHEREAS, the Arvada Urban Renewal Authority ("AURA") and Maureen C. Phair ("Employee") have previously entered into an employment agreement with an effective date of July 6, 2011 (the "Original Agreement") whereby, among other matters, the pay and benefits of Executive Director are set;

WHEREAS, AURA and Employee have previously agreed to amend the Original Agreement by entering into a First Amendment to an Employment Agreement dated September 5, 2012; a Second Amendment to an Employment Agreement dated August 7, 2013; a Third Amendment to an Employment Agreement dated August 6, 2014; a Fourth Amendment to an Employment Agreement dated February 3, 2016; a Fifth Amendment to an Employment Agreement dated November 7, 2016; a Sixth Amendment to an Employment Agreement dated April 4, 2018; a Seventh Amendment to an Employment Agreement dated March 6, 2019; an Eighth Amendment to an Employment Agreement dated May 6, 2020, a Ninth Amendment to an Employment Agreement dated March 3, 2021; a Tenth Amendment to an Employment Agreement dated May 5, 2021; and an Eleventh Amendment to an Employment Agreement dated August 3, 2022; and

WHEREAS, AURA and Employee desire to further amend the Original Agreement by this Twelfth Amendment to an Employment Agreement as more fully set forth below.

IT IS THEREFORE AGREED by the parties as follows:

1. Retroactive to January 1, 2023, Section 3.4 of the Original Agreement is amended to provide an annual salary of \$177,228.61 for the Executive Director.

2. Pursuant to Section 3.7 of the Original Agreement, AURA hereby determines to modify Employee's leave pursuant to the Original Agreement to add the following additional leave:

Additional Paid Leave: The AURA Board acknowledges that Employee must devote time outside normal office hours to the business of AURA. As a result, AURA grants to the Employee, on an annual basis effective January 1, 2023, forty (40) hours of executive leave and forty (40) hours of administrative leave to be used as Employee deems appropriate during normal office hours. This leave must be used during the calendar year in which it is accrued or it will be forfeited and it may not be carried over from year to year.

3. The remaining terms and conditions of the Original Agreement, except as amended hereby, shall remain the same, and are ratified and affirmed.

Agreed to this ____ day of _____, 2023.

Maureen C. Phair, Employee

Paul Bunyard, AURA Chairman

AURA Flash Report

Balances as of June 30, 2023

FOR DISCUSSION PURPOSES ONLY
UNOFFICIAL & UNAUDITED

CASH & INVESTMENTS

Wells Fargo Bank

	Account Balance	Hold	Net to AURA
General - Checking (0193)	424,633	-	424,633
Ralston Fields - Checking (4061)	7,915,093	(6,500,000)	1,415,093
Ralston Fields Investments (9353)	370,844	-	370,844
Olde Town Station - Checking (0895)	2,066,177	(1,750,000)	316,177
Village Commons - Checking (0887)	1,570,897	(1,000,000)	570,897

First Bank of Arvada

2.00% CD Maturity 10/11/2027 (4548)	347,497	% change from prior period 0.50%	347,497
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CSIP

Ralston Fields Fund (9003)	1,100,698	0.8647%	1,100,698
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VectraBank (New Accounts started in July)

4.50% Ralston Fields Fund - Money Market	6,500,000	0.0000%	6,500,000
5.00% Olde Town Station - 6 month CD	1,000,000	0.0000%	1,000,000
5.50% Village Commons - 1 year CD	1,000,000	0.0000%	1,000,000

NET CASH AVAILABLE TO AURA **13,045,839**

REAL ESTATE OWNED

Date Acq.	Name	Address	Purchase Price	Debt/Discount	Net Value
2016	Arvada Square	9465 Ralston Road	4,963,065	4,963,064	1
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
2022	AURA Office Building	5603 Yukon St	1,175,000	0	1,175,000
2023	Hot Dog Building	7611 Grandview Ave	600,000	0	600,000

NET VALUE OF REAL ESTATE OWNED **2,775,021**

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	2,149,447	2,850,553
Brooklyn's	January 1, 2016 / January 1, 2030	2,745,000	1,392,004	1,352,996
Tabernacle - Underground Utilities	2023	750,000	0	350,000
Wheat Ridge	2006/2026*	1,800,000	1,500,000	300,000

NET LONG TERM PAYABLES **\$4,853,549**

GROSS INCOME & EXPENSES BY FUND As of June 30, 2023

	2023 BUDGET		Actual Revenues	Actual Expenses
	Revenue	Expenses	YTD	YTD
Ralston Fields	15,484,500	15,800,000	4,685,531	2,334,126
Olde Town Station	1,370,069	2,066,569	871,534	17,232
Jefferson Center	18,000,000	16,765,000	13,960,133	13,384,832
Northwest Arvada	16,596,330	16,171,000	11,137,873	10,713,759
Village Commons	658,400	297,746	332,545	137,801
TOTALS	52,109,299	51,100,315	\$30,987,616	\$26,587,750

GENERAL FUND EXPENSES As of June 30, 2023

	2023 Budget	Expended YTD
Operating Expenses	608,522	299,433
TOTAL EXPENSES	\$608,522	\$299,433

*One more payment to Wheat Ridge, but 2 payments due to the City of Arvada.