



PUBLIC NOTICE OF PUBLIC HEARING AND REGULAR MEETING

The Arvada Urban Renewal Authority (AURA) Board of Commissioners will hold a public hearing to approve and appropriate its 2025 Fiscal Budget as well as hold its regular board meeting in a hybrid format that will allow for in-person attendance at 5603 Yukon Street, Suite B, Arvada, CO 80002, or virtual attendance via Zoom Webinar at **3:00 p.m. on Wednesday, November 6, 2024.**

Anyone wishing to attend virtually may register as follows:

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_gt0V_8jnSAOMHYqoecVffQ



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 November 6, 2024. A recording of the meeting will be posted on AURA's website following the webinar.

Agenda information is attached.

Carrie Briscoe

Carrie Briscoe
AURA Deputy Director/Recording Secretary

POSTED: November 1, 2024



REGULAR MEETING OF THE AURA BOARD OF COMMISSIONERS

**5603 Yukon St, #B, Arvada, Colorado
3:00 p.m., Wednesday, November 6, 2024**

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 – October 2, 2024**
- 5. Public Comment of Issues not scheduled for Public Hearing – Three Minute Limit**
- 6. Public Hearing**
 - A. Resolution AR-24-20 A Resolution Approving the Arvada Urban Renewal Authority Budget for Fiscal Year 2025
 - B. Resolution AR-24-21 A Resolution Appropriating the Arvada Urban Renewal Authority Budget for Fiscal Year 2025
- 7. Study Session**
- 8. Old Business**
 - A. Resolution AR-24-22 A Resolution approving a Loan Agreement between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000 to Support Projects in the Ralston Fields Urban Renewal Area
 - B. Garrison Garden Paseo – Water Feature Change Order
- 9. New Business**
- 10. Development Update**
- 11. Public Comment – Five Minute Limit**
- 12. Comments from Commissioners**
- 13. Committee Reports**
- 14. Staff Reports**
 - A. Executive Director Recruitment Discussion
 - B. Update AURA Procedures Discussion
- 15. Executive Session**
 - A. Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Regarding 7611 Grandview Ave
- 16. Adjournment**

**SUMMARY OF MINUTES OF REGULAR BOARD MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, OCTOBER 2, 2024
5603 YUKON ST, SUITE B, ARVADA, CO 80002**

REGULAR MEETING

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

2. Moment of Reflection

3. Roll Call of Commissioners

Those Present: Chair Paul Bunyard, Vice Chair Peter Kazura, Treasurer Sue Dolan, Tim Steinhaus, Daria Drago, Eli Feret, Lauren Simpson

Absent: None

AURA staff present: Maureen Phair, Executive Director; Carrie Briscoe, Deputy Director; and Corey Hoffmann, Legal Counsel

4. Approval of the Summary of Minutes – September 4, 2024 and September 13, 2024

Commissioner Drago made a motion to approve the board meeting minutes.

The following votes were cast on the Motion:

Voting Yes: Dolan, Bunyard, Steinhaus, Kazura, Feret, Drago, Simpson

Voting No: None

The motion was approved.

5. Public Comment of Issues not scheduled for Public Hearing – Three Minute Limit

None

6. Public Hearing

None

7. Study Session

None

8. Old Business

A. Resolution AR-24-19 A Resolution of the Board of Commissioners of the Arvada Urban Renewal Authority Approving the First Amendment to the Redevelopment Agreement between Brick Development Company LLC and the Arvada Urban Renewal Authority

Commissioner Feret made a motion to approve Resolution AR-24-19.

The following votes were cast on the Motion:

Voting Yes: Dolan, Bunyard, Steinhaus, Kazura, Feret, Drago, Simpson
Voting No: None
The motion was approved.

9. New Business

A. Proposed 2025 Budget – Deb Nielson – Deputy Director of Finance, City of Arvada

Maureen Phair reviewed the budgets for the General Fund, Jefferson Center, Northwest Arvada, Ralston Fields, Olde Town Station, and Village Commons.

There was a discussion regarding the new legislation on limiting property tax increases, but this does not apply to new vertical construction. However, future increases to an existing property could be limited.

There was also a discussion related to property tax revenues being pledged to projects prior to the end of an urban renewal area's expiration.

No changes to the budgets were proposed. A public notice will be placed in the local paper ahead of the public hearing to be held at November's meeting to approve the budget.

10. Development Update

Maureen Phair provided the following updates:

Arvada Square Auto – The new owner reached out and is possibly interested in a façade grant.

Jiffy Lube – They are considering options for a façade update.

The Caroline – They have finished the second of three buildings with the final building opening early next year.

Garrison Garden Paseo – The ribbon cutting will be held October 30th at 3 pm.

Arvada Beer Hall – They have begun vertical construction. They plan to be open in May 2025.

Ralston Gardens – Construction is wrapping up in October and plan to hold a ribbon cutting ceremony soon.

There was a discussion around future projects and the pledging of revenues.

11. Public Comment – Five Minutes Limit

None

12. Comments from Commissioners

Commissioner Simpson updated on various City business and happenings including budgeting, the community survey, potential future ballot initiatives, the navigation center, and the Gold Strike Park grant award.

Several commissioners shared updates related to their families and personal travel.

13. Committee Reports

Chair Bunyard shared news from the City's Housing Advisory Committee including the lack of funding available to affordable housing projects.

Vice Chair Kazura shared the plans for the upcoming holiday season for the Olde Town Arvada BID.

14. Staff Reports

Maureen Phair noted that the Flash Report was in the Board packet.

She reported that Carrie Briscoe facilitated a tour of Olde Town Arvada to the DRCOG Civic Academy. Ms. Briscoe is also participating in a panel discussion at the Colorado American Planning Association conference related to Planning adjacent careers.

15. Executive Session

Legal Counsel Hoffmann stated the need for executive session for Personnel Matters related to Maureen Phair and Instructions to Negotiators pursuant to the CRS 24-6-405(4)(e) and 24-6-405(4)(f).

Commissioner Simpson made a motion for the Board to go into Executive Session for reasons previously stated.

The following votes were cast on the Motion:

Voting Yes: Dolan, Bunyard, Steinhaus, Kazura, Feret, Drago, Simpson

Voting No: None

The motion was approved.

16. Adjournment

Chair Bunyard adjourned the meeting at approximately 5:20 p.m.

Paul Bunyard, Chair

ATTEST:

Maureen Phair, Executive Director

Carrie Briscoe, Recording Secretary

RESOLUTION AR-24-20

A RESOLUTION APPROVING THE
ARVADA URBAN RENEWAL AUTHORITY
BUDGET FOR FISCAL YEAR 2025

WHEREAS, the Arvada Urban Renewal Authority (AURA) has set development goals for 2025 for the urban renewal area and certain expenditures are required to attain these goals; and

WHEREAS, a budget is required by law to set forth AURA's projected income and expenditures for 2025 and a budget has been prepared for AURA for the fiscal year 2025; and,

WHEREAS, notice of AURA's consideration of its 2025 budget at this meeting was timely published pursuant to the requirements of State law; and

WHEREAS, the total 2025 Budget of \$38,052,520 provides for a General Fund Budget of \$768,473 a Ralston Fields Budget of \$3,889,200; a Jefferson Center Budget of \$3,500,000; a Northwest Arvada Budget of \$25,000,000; an Olde Town Arvada Budget of \$4,720,000; and, a Village Commons Budget of \$174,847 and

WHEREAS, AURA held a properly noticed public hearing on November 6, 2024, at which time the public was invited to attend, give comment on or object to the proposed budget;

WHEREAS, AURA and the City of Arvada have established accounting and auditing systems to account for these funds.

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

Section 1. The AURA budget for fiscal year 2025, attached hereto as Exhibit A, is hereby approved.

INTRODUCED AND ADOPTED this 6th day of November, 2024.

Paul Bunyard, Chair

ATTEST:

Maureen Phair, Executive Director

APPROVED AS TO FORM:

Legal Counsel

Date

RESOLUTION AR-24-21

A RESOLUTION APPROPRIATING THE
ARVADA URBAN RENEWAL AUTHORITY
BUDGET FOR FISCAL YEAR 2025

WHEREAS, the Arvada Urban Renewal Authority (AURA) approved its proposed budget for fiscal year 2025 by adopting AURA Resolution AR-24-20; and

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

Section 1. AURA hereby makes the following appropriation for its 2025 budget:

- A. Total appropriation (all funds): \$ 38,052,520

- B. The total appropriation as stated in subparagraph A. above, includes, but is not limited to, the following funds in the following amounts:
 - 1) General Fund \$ 768,473
 - 2) Ralston Fields \$ 3,889,200
 - 3) Jefferson Center \$ 3,500,000
 - 4) Northwest Arvada \$ 25,000,000
 - 5) Olde Town Arvada \$ 4,720,000
 - 6) Village Commons \$ 174,847

INTRODUCED AND ADOPTED this 6th day of November, 2024.

Paul Bunyard, Chair

ATTEST:

Maureen Phair, Executive Director

APPROVED AS TO FORM:

Legal Counsel

Date

PUBLIC NOTICES

Public Notices call Sherree 303.566.4088

legals@coloradocommunitymedia.com

Legals

City and County

PUBLIC NOTICE

ARVADA URBAN RENEWAL AUTHORITY NOTICE OF PUBLIC HEARING BUDGET FOR FISCAL YEAR 2025

The Arvada Urban Renewal Authority Board of Commissioners will hold a Public Hearing to consider the adoption of its 2025 Budget on Wednesday, November 6, 2024, at 3:00 p.m. at 5803 Yukon Street, Suite B, Arvada, Colorado.

The proposed 2025 Budget is available for inspection by any interested elector during normal business hours at the Arvada Urban Renewal Authority office at 5803 Yukon Street, Suite B, Arvada, Colorado.

Any interested elector of the City of Arvada, Colorado, may file or register with the Arvada

Urban Renewal Authority any objections to the proposed 2025 Budget at any time prior to its final approval scheduled for November 6, 2024, by emailing mphair@arvada.org or calling 720.898.7060

Legal Notice No. 419211
First Publication: October 24, 2024
Last Publication: October 24, 2024
Publisher: Jeffco Transcript

PUBLIC NOTICE

A public hearing will be held before the Arvada Planning Commission scheduled for November 12, 2024 at 6:15 p.m., Arvada City Hall, 8101 Ralston Rd., Arvada, when and where you may speak on the matter to consider the PUD Development Plan and Major Subdivision Preliminary Plat for LuxeCocker located at Lot 1, Block 2 Candela 93-72 South Filing No. 1, southwest corner of State Highway 72 and Liberty Canyon Lane, Members of the public may attend. To submit written public comment to be considered by the Commission, email cedboardandcommission@arvada.org by 5 p.m. on 11/11/2024. Additional information can be obtained from <https://www.arvadapermits.org/etrakit3/search/project.aspx?activityno=DA2024-0018>

CITY OF ARVADA PLANNING COMMISSION

Brandon Figliolino, Secretary

project.aspx?activityno=DA2024-0037
CITY OF ARVADA PLANNING COMMISSION
Brandon Figliolino, Secretary

Legal Notice No. 419213
First Publication: October 24, 2024
Last Publication: October 24, 2024
Publisher: Jeffco Transcript

PUBLIC NOTICE

A public hearing will be held before the Arvada Planning Commission scheduled for November 12, 2024 at 6:15 p.m., Arvada City Hall, 8101 Ralston Rd., Arvada, when and where you may speak on the matter to consider an Annexation of a Section of 64th Avenue Right-of-Way. Members of the public may attend. To submit written public comment to be considered by the Commission, email cedboardandcommission@arvada.org by 5 p.m. on 11/11/2024. Additional information can be obtained from <https://www.arvadapermits.org/etrakit3/search/project.aspx?activityno=DA2023-0018>

Legal Notice No. 419212
First Publication: October 24, 2024
Last Publication: October 24, 2024
Publisher: Jeffco Transcript

PUBLIC NOTICE

A public hearing will be held before the Arvada City Council scheduled for November 4, 2024 at 6:15 p.m., Arvada City Hall, 8101 Ralston Rd., Arvada, when and where you may speak on the matter to consider the Major Comprehensive Plan Amendment for RV Storage, a 14 acre parcel of land approximately located at 6800 Kimerl Street. Members of the public may attend.

CITY OF ARVADA CITY COUNCIL

Kristen Rush, City Clerk

Legal Notice No. 419210
First Publication: October 24, 2024
Last Publication: October 24, 2024
Publisher: Jeffco Transcript

CITY OF ARVADA PLANNING COMMISSION

Brandon Figliolino, Secretary

for November 12, 2024 at 6:15 p.m., Arvada City Hall, 8101 Ralston Rd., Arvada, when and where you may speak on the matter to consider a Major Modification from LDC Section 2-1-3.3A for the purposes of modifying lot widths and setbacks at 7399 Carr Street. Members of the public may attend. To submit written public comment to be considered by the Commission, email cedboardandcommission@arvada.org by 5 p.m. on 11/11/2024. Additional information can be obtained from <https://www.arvadapermits.org/etrakit3/search/project.aspx?activityno=DA2024-0071>

CITY OF ARVADA PLANNING COMMISSION

Brandon Figliolino, Secretary

Legal Notice No. 419214
First Publication: October 24, 2024
Last Publication: October 24, 2024
Publisher: Jeffco Transcript

PUBLIC NOTICE

The following ordinances were adopted by the City Council of the City of Arvada on second reading following the public hearing held on October 21, 2024:

Ordinance #4879 An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges

Ordinance #4880 An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges and Section 102-365 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates

Ordinance #4881 An Ordinance Appropriating Funds for Fiscal Year 2025

Ordinance #4882 An Ordinance Certifying the City of Arvada Mill Levy for 2024 for the Board of County Commissioners for Jefferson and Adams Counties

Legal Notice No. 419215
First Publication: October 24, 2024
Last Publication: October 24, 2024
Publisher: Jeffco Transcript

AURA GENERAL FUND						
2025 Budget						
Fund 80 - Division 1284						
OBJECT	DESCRIPTION	2022 ACTUAL	2023 Actual	2024 BUDGET	2025 Proposed Budget	
46102	Interest - Investments	\$ 5,508	\$ 6,931	\$ 4,000	\$	4,000
46201	Rent		\$ 21,772	\$ 25,000	\$	26,000
47184	Transfer to AURA from JC (Power Plant)	175,413	132,355	200,000		200,000
47185	Transfer to AURA from Ralston Fields	300,000	-			
47189	Transfer from Village Commons	100,000	-			
47187	Transfer to AURA from Northwest (Candelas)	593,810	512,078	700,000		775,000
46503	Recovered Costs	332	999	1,740		2,000
	TOTAL REVENUE	1,175,062	674,135	930,740		1,007,000
51101	Salaries and Wages	282,952	343,425	370,493		449,063
51102	Overtime	82	-	-		-
51103	Group Insurance	43,966	43,571	49,388		61,587
51104	Temp Wages Social Security	1,856	159	-		-
51105	Retirement	28,640	35,004	37,683		45,866
51106	Medicare	4,623	5,035	5,459		6,651
51107	Temporary Wages	28,767	2,559	-		-
51108	Workers Compensation Insurance	968	968	80		43
51110	Bonuses/Commissions/Awards	6,110	978			
51112	Car Allowance	9,600	9,600	9,600		9,600
51131	Dental	2,221	2,446	2,716		3,678
51132	Long-Term Disability	933	1,581	1,897		4,124
51133	Life Insurance	989	1,220	1,369		1,412
53001	Services and Charges	910	(139)	-		-
53002	Continuing education and training	22,653	41,397	30,000		30,000
53003	Meetings and events			10,000		10,000
53004	Printing and Binding	1,368	1,178	2,000		2,000
53011	Memberships, Dues, Subscriptions, Donations, Advertising, Promotions	9,131	6,430	12,000		6,000
53016	Risk Management Services	2,375	716	520		757
53017	Mileage Reimbursement	109	-	500		-
53018	Property Insurance	313	1,110	1,265		1,415
53019	General Liability - Insurance	1,069	667	486		681
53022	Auto Physical Damage-Insurance	2,304	-			-
53023	Auto Liability-Insurance	14	-			-
53092	Electric		4,141			5,000
53093	Water/Sewer/Stormwater		917			1,000
53094	Phone	678	-	-		1,000
54001	Supplies and Expenses	4,339	3,193	5,000		1,500
54003	Postage	99	342	750		300
54006	Computer Hardware/Software	1,217	1,519	1,500		1,500
54008	Computer Replacement	9,660	3,376	5,217		5,373
54014	Computer Maintenance	6,855	3,180	8,415		10,423
54013	Small Equipment	3,187	3,333	3,000		-
55001	Professional Services	628,437	67,673	100,000		100,000
55004	Leases	33,251	2,047	-		3,500
	Repair and Maint Bldg		1,513	6,000		6,000
58106	Repair and Maintenance - Equipment	808	5,509	-		-
	Utilities	2,468	-	7,000		-
58204	Buildings	1,175,000				
59185	Transfer to AURA Ralston Fields	-	-	-		-
59188	Transfer to Olde Town	-	-	-		-
	TOTAL EXPENSES	2,317,948	594,646	672,338		768,473
	NET INCOME/(LOSS)	(1,142,886)	79,489	258,402		238,527
	Fund Balance Beginning	1,545,599	402,713	432,778		691,180
	Fund Balance Ending	\$ 402,713	\$ 432,778	\$ 691,180	\$	929,707

JEFFERSON CENTER - (POWER PLANT)							
2025 Budget							
Fund 84 - Division 1206							
OBJECT	DESCRIPTION	2022 ACTUAL	2023 Actual	2024 BUDGET	2025 Proposed Budget		
41102	Property Tax Increment	\$ 2,592,719	\$ 2,823,204	\$ 3,500,000	\$ 3,500,000		
46102	Interest - Investments	-					
47187	Transfer from Northwest (Candelas)	-	-	81,200	-		
	TOTAL REVENUE	2,592,719	2,823,204	3,581,200	3,500,000		
53014	Contract Services	-	-	-			
55001	Professional Services	38,960	42,348	50,000	50,000		
55003	Contract Incentives	2,571,775	2,554,918	3,400,000	3,250,000		
59180	Transfer to AURA	175,413	132,355	200,000	200,000		
	TOTAL EXPENSES	2,786,148	2,729,621	3,650,000	3,500,000		
	NET INCOME/(LOSS)	(193,429)	93,583	(68,800)	-		
	Fund Balance Beginning	168,702	(24,727)	68,856	56		
	Fund Balance Ending	\$ (24,727)	\$ 68,856	\$ 56	\$ 56		
NORTHWEST ARVADA - (CANDELAS)							
2025 Budget							
Fund 87 - Division 1208							
OBJECT	DESCRIPTION	2022 ACTUAL	2023 Actual	2024 BUDGET	2025 Proposed Budget		
41102	Property Tax Increment	\$ 16,128,199	\$ 17,957,447	\$ 22,700,000	\$ 25,000,000		
46102	Interest - Investments	-	-	-			
	TOTAL REVENUE	16,128,199	17,957,447	22,700,000	25,000,000		
55001	Professional Services	241,923	269,362	250,000	375,000		
55003	Contract Incentives	15,325,230	17,151,011	21,565,000	23,850,000		
59180	Transfer to AURA	593,810	512,078	700,000	775,000		
59184	Transfer to JCMD	168,701	-	81,200			
	TOTAL EXPENSES	16,329,664	17,932,451	22,596,200	25,000,000		
	NET INCOME/(LOSS)	(201,465)	24,996	103,800	-		
	Fund Balance Beginning	115,465	(86,000)	(61,004)	42,796		
	Fund Balance Ending	\$ (86,000)	\$ (61,004)	\$ 42,796	\$ 42,796		

RALSTON FIELDS						
2025 Budget						
Fund 85 - Division 1207						
OBJECT	DESCRIPTION	2022 ACTUAL	2023 Actual	2024 BUDGET	2025 Proposed Budget	
41102	Property Tax Increment	\$ 3,071,668	\$ 3,108,667	\$ 4,000,000	\$ 4,720,000	
41302	Sales Tax increment	1,489,376	1,387,511	2,420,000	3,100,000	
42202	Public Improvement Fee	1,635,996	1,682,535	620,000	-	
46102	Interest - Investments	22,788	146,477	-	-	
46503	Recovered Costs	196	998,063	-	1,000,000	
47189	Transfer from Village commons		600,000			
49007	Gain/Loss on property		(1,002,467)			
49101	Proceeds from Note	-	-	8,000,000	-	
	TOTAL REVENUE	6,220,024	6,920,786	15,040,000	8,820,000	
53091-95	Utilities	7,419	7,725	1,000	500	
53014	Contract Services	43,839	-	400,000	360,000	
55001	Professional Services	87,107	62,336	50,000	75,000	
53013	Licenses and fees		230,090			
55003	Contract Incentives	1,923,435	8,118,722	11,995,000	852,500	
55101	loans	-	25,394			
56001	Principal	485,350	499,910	514,674	530,348	
56002	Interest	106,157	91,477	85,326	69,652	
58103	Repair and Maintenance -Land	8,206	8,030	-	1,200	
58202	Capital Improvement (CIP)	242,835	251,311	5,500,000	2,000,000	
58180	Transfer to AURA	300,000	-			
58204	Buildings	-	-	-		
	TOTAL EXPENSES	3,204,348	9,294,995	18,546,000	3,889,200	
	NET INCOME/(LOSS)	3,015,676	(2,374,209)	(3,506,000)	4,930,800	
	Fund Balance Beginning	5,773,509	8,789,185	6,414,976	2,908,976	
	Fund Balance Ending	\$ 8,789,185	\$ 6,414,976	\$ 2,908,976	\$ 7,839,776	
OLDE TOWN ARVADA						
2025 Budget						
Fund 88- Division 1209						
OBJECT	DESCRIPTION	2022 ACTUAL	2023 Actual	2024 BUDGET	2025 Proposed Budget	
41102	Property Tax Increment	\$ 897,576	\$ 1,043,379	\$ 1,315,000	\$ 1,443,905	
	Interest		\$ 22,249	\$ 5,000	\$ 40,000	
41302	Sales Tax	254,304	841,820	485,000	950,000	
41602	Lodging Tax			75,000	108,000	
42202	Public Improvement					
46201	Rent	7,530	-	7,530	-	
47180	Transfer from AURA GF	-	-			
	TOTAL REVENUE	1,159,410	1,907,447	1,887,530	2,541,905	
53014	Contract Services	22,281	52,705	25,000	400,000	
53093	Water/Sewer/Stormwater	1,898	-			
55001	Professional Services	13,543	17,458	20,000	70,000	
55003	Contact Incentives	1,187,113	1,015,569	2,140,000	1,500,000	
58103	Repair and Maintenance	13,800	174			
58204	Buildings		593,091			
58202	Capital Improvement (CIP)	-	64,008	-	2,750,000	
	TOTAL EXPENSES	1,238,635	1,743,005	2,185,000	4,720,000	
	NET INCOME/(LOSS)	(79,226)	164,443	(297,470)	(2,178,095)	
	Fund Balance Beginning	2,551,213	2,471,987	2,635,891	2,338,421	
	Fund Balance Ending	\$ 2,471,987	\$ 2,635,891	\$ 2,338,421	\$ 160,326	

VILLAGE COMMONS							
2025 Budget							
Fund 89 - Division 1210							
OBJECT	DESCRIPTION	2022 ACTUAL	2023 Actual	2024 BUDGET	2025 Proposed Budget		
41102	Property Tax Increment	\$ 412,907	\$ 327,269	\$ 305,000	\$ 280,000		
41302	Sales Tax	174,370	260,140	215,000	228,000		
41602	Lodging Tax	103,128	122,928	122,400	127,200		
46102	Interest - Investments	-	12,738	-	40,000		
	TOTAL REVENUE	690,405	723,075	642,400	675,200		
55001	Professional Services	6,194	4,909	6,500	6,500		
55101	Loans	-	-				
55003	Contract Incentives	103,128	140,234	62,000	-		
56001	Principal	145,079	149,464	151,706	153,982		
56002	Interest	26,267	18,882	16,640	14,365		
59180	Transfer to AURA	-	600,000				
	TOTAL EXPENSES	280,668	913,489	236,846	174,847		
	NET INCOME/(LOSS)	409,737	(190,414)	405,554	500,353		
	Fund Balance Beginning	1,051,792	1,461,529	1,271,115	1,271,115		
	Fund Balance Ending	\$ 1,461,529	\$ 1,271,115	\$ 1,676,669	\$ 1,771,468		

**ARVADA URBAN RENEWAL AUTHORITY
AGENDA INFORMATION SHEET**

Agenda No.: 8.A.
Meeting Date: November 6, 2024
Title: Loan Agreement between City of Arvada and AURA

ACTION PROPOSED: Approve

BACKGROUND: On February 2, 2022, the City of Arvada agreed to loan AURA \$8,000,000 to help finance improvements within the Ralston Fields Urban Renewal Area. As it took longer than anticipated for the Ralston Commons project to break ground, AURA never activated the loan.

INFORMATION ABOUT THE ITEM: The City of Arvada has agreed to loan AURA the original \$8,000,000 along with an additional loan for \$4,000,000 for a combined amount of \$12,000,000. These amounts are separated into two loans based on the interest rate charged by the City. Both loans are for three-year terms.

The loans will allow AURA to finance the developer obligations and public improvements being constructed in the Ralston Creek area. As the Ralston Fields Urban Renewal Project Area expires in 2028, the traditional tax rebate incentive is not feasible, therefore, AURA must provide the incentive upfront. These short-term loans enable AURA to cash flow these obligations.

The payment terms for the two loans are detailed below:

\$8,000,000 loan at 3% interest for three years. Total interest paid: \$702,407

Payment Date	Payment Amount
March 18, 2025	\$750,000.00
March 18, 2026	\$3,000,000.00
March 18, 2027	\$4,952,407.00

\$4,000,000 loan at 4.5% for three years. Total interest paid: \$548,476

Payment Date	Payment Amount
March 18, 2025	\$250,000.00
March 18, 2026	\$1,500,000.00
March 18, 2027	\$2,798,476.00

The loan stipulates that AURA shall use property tax receipts to repay the loans before applying other sources of revenue.

FINANCIAL IMPACT: The Ralston Field's fund is projected to have approximately \$7 million remaining by 2028, please note that this number includes the loan payments to the City. Total interest paid is \$1,250,883, and there is no penalty for early payment.

STAFF RECOMMENDATION: Staff recommends approval

SUGGESTED MOTION: I move that Resolution AR-24-22, a resolution approving a Loan Agreement between the City of Arvada and AURA for loans in the amount of \$12,000,000 to support projects in the Ralston Fields Urban Renewal Area be approved.

**A LOAN AGREEMENT BETWEEN THE CITY OF ARVADA
AND THE ARVADA URBAN RENEWAL AUTHORITY FOR LOANS
IN THE AMOUNT OF \$12,000,000.00 TO SUPPORT PROJECTS IN
THE RALSTON FIELDS URBAN RENEWAL AREA**

1. **PARTIES.** The Parties to this Loan Agreement (the “2024 Loan Agreement”) are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or “Lender”) and the Arvada Urban Renewal Authority, a corporate and politic under State of Colorado law and governed by a seven member volunteer board appointed by the Mayor of Arvada and approved by the Arvada City Council (“AURA” or “Borrower”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”

2. **RECITALS AND PURPOSE.**

2.1. AURA is responsible for revitalizing urban areas designated throughout the community by creating successful, high-quality projects that will help produce a vibrant cohesive city and enhance the quality of life for the Arvada community.

2.2. The Ralston Fields Urban Renewal Area expires in 2028 and AURA is looking to complete several projects in the remaining years. The Ralston Field’s Fund is projected to have \$7,000,000.00 by 2028 following repayment of the loans set forth herein. In order for AURA to support these projects and allow the projects to move forward, AURA needs to borrow against the future revenue of the Ralston Field projects.

2.3. In support of AURA and the Ralston Field Projects, Arvada agreed to loan AURA \$8,000,000.00 (the “2022 Loan”). The Parties memorialized the 2022 Loan in a Loan Agreement executed on February 7, 2022. The term of the 2022 Loan is set to expire on March 18, 2025.

2.4. Since executing the 2022 Loan Agreement, the Parties have agreed to change the terms of 2022 Loan and Arvada has made a second loan to AURA in the amount of \$4,000,000.00 (the “2024 Loan”) for a total loan amount of \$12,000,000.00 (collectively the “Loans”) which AURA will use to support projects within the Ralston Fields Urban Renewal Area (the “Projects”). The new terms for the 2022 Loan and the additional 2024 Loan have resulted in several changes in the agreement between the Parties. As such, the Parties now wish to execute this new 2024 Loan Agreement, which will supersede the 2022 Loan Agreement and memorialize the terms of the Loans.

3. **AGREEMENT DOCUMENTS AND EXHIBITS.**

3.1. Agreement Documents. The Agreement Documents shall consist of this 2024 Loan Agreement together with the following:

Exhibit A: AURA’s Memo to Arvada dated January 12, 2022; and

Exhibit B: Amortization Schedule for the Loans.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this 2024 Loan Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this 2024 Loan Agreement shall control, and then the terms of **Exhibit B**, and then **Exhibit A**, in that order.

4. **ARVADA’S OBLIGATIONS.** Subject to the terms of this 2024 Loan Agreement, Arvada loaned AURA \$8,000,000.00 as the 2022 Loan and \$4,000,000.00 as the 2024 Loan on or about July 8, 2024. AURA shall use the Loans solely to complete the Projects as described in **Exhibit A**. Any Arvada obligations described in this Agreement shall at all times be conditioned upon AURA using the Loans to complete the Projects.

5. **AURA’S OBLIGATIONS.** In consideration of Arvada providing the Loans to complete the Projects, AURA agrees to the following terms and conditions, and shall perform, or have performed certain actions as may be necessary under this 2024 Loan Agreement.

5.1. Type of funds. AURA understands and agrees that the Loans constitute loans and not a grant.

5.2. Repayment. Subject to Section 7.4, AURA agrees that the Loans are to be repaid in full, including all principal and interest (if any), as set forth in **Exhibit B**. The “Payment Interest” stated in **Exhibit B** shows an interest rate of 3.0% for the 2022 Loan and 4.5% for the 2024 Loan simple annual interest over a period of three years for both Loans commencing July 8, 2024 and ending December 1, 2027. AURA shall make payments to Arvada for each by the deadlines and in the amounts stated below.

2022 Loan (Loan #1 on Exhibit B):

Payment Date	Payment Amount
March 18, 2025	\$750,000.00
March 18, 2026	\$3,000,000.00
March 18, 2027	\$4,952,407.00

2024 Loan (Loan #2 on Exhibit B):

Payment Date	Payment Amount
March 18, 2025	\$250,000.00
March 18, 2026	\$1,500,000.00
March 18, 2027	\$2,798,476.00

5.3. Prepayment. AURA may, at any time and without penalty, prepay all or any portion

of the principal balance of the Loans. Arvada will first apply any such prepayment to any accrued and unpaid interest, and then to the principal amount of the Loans. In the event of any prepayments, AURA is still obligated to make any subsequent payments in accordance with the deadlines set forth above unless AURA prepays the entire principal amount for the Loans and any accrued interest. Upon any prepayment, Arvada will provide AURA with an updated version of **Exhibit B**, which shall be automatically incorporated into this 2024 Loan Agreement upon Arvada's issuance. Should Arvada issue such updated **Exhibit B**, AURA will be required to pay in accordance with the updated version as if the updated version is incorporated into Section 5.2. Any updated version of **Exhibit B** will not amend any other terms of this 2024 Loan Agreement.

- 5.4 Repayment source and failure to repay. AURA shall utilize property tax receipts to repay the Loans before applying other sources of revenue. In the event AURA shall, for any reason, fail to make a payment by a deadline set forth in Section 5.2, Arvada shall have the right to receive from AURA, any revenues or reserves held by Arvada for the benefit of AURA's enterprise in payment of the Loans, or any portion thereof that is currently owed but not paid. If AURA fails to repay the Loans in full by any agreed upon deadlines memorialized in this 2024 Loan Agreement, AURA hereby consents and assigns to Arvada, upon demand, all rights, titles, and interest to all accounts, inventories, receipts, and revenue due to, or held by, or held for the benefit of AURA.
 - 5.5 Costs and expenses. AURA shall be responsible for paying all costs or expenses associated with obtaining and maintaining the Loans. Such costs or expenses shall not be debited to the Loans. The Loans may not be pledged for security of any other loan, debt, expense, or obligation of AURA, and shall not be otherwise expended or hypothecated by AURA for any other purpose.
 - 5.6 Purpose of the Loans. AURA expressly acknowledges and agrees that Arvada authorized the Loans solely so AURA could facilitate the completion of the Projects. AURA agrees to not to use the Loans for any purpose other than completing the Projects. Use of the Loans for any other purpose without Arvada's prior express written consent, which may be granted or withheld in Arvada's sole and exclusive discretion, shall be a material breach of this 2024 Loan Agreement.
 - 5.7 Recordkeeping. AURA shall at all times make all records, ledgers, books, accounts, or other documents concerning the Loans or its balance, regardless of the form of the document, available for Arvada's inspection at reasonable times upon Arvada's request. AURA shall cooperate with Arvada with such request. If necessary, AURA shall procure permission for Arvada to access AURA's bank to verify any information related to the Loans.
6. **NO THIRD PARTY OBLIGATIONS.** By entering into this 2024 Loan Agreement, Arvada does not assume any obligation of AURA to any third party, including but not limited to, any term, condition, covenant, duty, or obligation set forth in any contract, certificates of participation, commercial loan, or any other debt or obligation of AURA to which Arvada has

not expressly consented in writing.

7. TERM AND TERMINATION.

- 7.1. Effective date. This 2024 Loan Agreement will become effective and binding on both Parties upon its execution by Arvada.
- 7.2. Term and renewal of the 2024 Loan Agreement. The term of this 2024 Loan Agreement shall remain in effect until Arvada receives full repayment of the Loans, including any interest, from AURA. Upon Arvada's receipt of full repayment of the Loans, this 2024 Loan Agreement will automatically terminate. In the event the 2024 Loan Agreement automatically terminates under this Section but AURA is in default of the 2024 Agreement, Arvada may extend the term, in writing, for a reasonable time as determined by Arvada, for AURA to cure any event of default or non-payment.
- 7.3. Term of the Loans. The term of the 2022 Loan and the 2024 Loan are set forth in **Exhibit B** (the "Original Term").
 - 7.3.1 The Parties may agree to extend the Original Term on an annual basis for no more than four, additional one-year terms (each an "Extended Term") provided the Parties agree to such extension through amendment to this 2024 Loan Agreement not less than 30 calendar days prior to the last date of the Original Term. If the Parties do not agree to an extension of the Original Term, AURA shall remit payment in full, including interest, to Arvada without demand within five business days of the expiration of the Original Term.
 - 7.3.2 Upon the expiration of any single Extended Term, if the Parties have not agreed to an additional Renewal Term or the Parties have reached the maximum four Renewal Terms under Section 4.3.1, AURA shall remit payment in full, including interest, to Arvada without demand within five business days of the expiration of the then-current Renewal Term.
- 7.4. Termination for funds no longer needed. Notwithstanding the above, if AURA determines any portions of the Loans are no longer needed to finish the Projects, AURA shall notify Arvada in writing within five business days of determining the Loans, or portions thereof, are no longer required. Arvada may then terminate this 2024 Loan Agreement, and AURA shall repay the amounts of the Loans used to Arvada within five business days of the termination date established by Arvada.
- 7.5. Arvada's termination for breach. In the event AURA breaches this 2024 Loan Agreement, Arvada shall have the right to terminate this 2024 Loan Agreement and the repayment of the Loans shall become due and payable in full, including interest, immediately, and without demand by Arvada.
- 7.6. Interest on full amount. If AURA fails to repay the full amount of the Loans due as a result of expiration of terms of the Loans under Sections 4.3.1 or 4.3.2 or due to

Arvada's termination for breach under Section 4.4., AURA shall pay interest on the unpaid amount at a rate of 8% per annum, compounded annual, until paid in full.

8. **TERMS AND CONDITIONS IN AGREEMENT DOCUMENTS.** AURA affirms that it has read and is familiar with all of the Agreement Documents and agrees to be bound by any terms included therein.
9. **TERMINATION OF THE 2022 LOAN AGREEMENT.** Upon the Effective Date stated in Section 7.1, the Parties agree to mutually terminate the 2022 Loan Agreement and further agree that this 2024 Loan Agreement supersedes the 2022 Loan Agreement and any other prior agreements, written or oral, related to the Loans.
10. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
11. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's project owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.
12. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
13. **BINDING EFFECT.** This 2024 Loan Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided however that nothing in this Section shall be construed to permit the assignment of this 2024 Loan Agreement except as otherwise expressly authorized herein.
14. **NO THIRD-PARTY BENEFICIARIES.** The Parties understand and agree that enforcement of the terms and conditions of this 2024 Loan Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this 2024 Loan Agreement shall give or allow any such claim or right of action to any other third party on this 2024 Loan Agreement. It is the intention of the Parties that any person other than the Parties receiving services or benefits under this 2024 Loan Agreement, or seeking payment from the proceeds of the Loans, shall be deemed to be an incidental beneficiary only.
15. **ASSIGNMENTS.** This 2024 Loan Agreement shall not be assigned by AURA without Arvada's prior written consent, with may be granted or denied in Arvada's absolute discretion. AURA may not hypothecate, lend, or otherwise pledge any of the Loans to any other lender for any purpose, including but not limited to, as collateral for AURA's performance under any

other contract or financial obligation without Arvada's prior written consent.

16. **GOVERNING LAW AND VENUE.** This 2024 Loan Agreement shall be governed by the laws of the State of Colorado without reference to its conflict of laws principles. Venue for any action arising under this 2024 Loan Agreement or for the enforcement of this 2024 Loan Agreement shall be in the appropriate court for Jefferson County, Colorado.
17. **ARVADA NOT A PARTNER.** The Parties agree that by Arvada making the Loans to AURA, Arvada is not a guarantor of AURA's performance, is not assuming any debt or obligation of AURA, and is not creating a partnership or joint venture with AURA. Nothing herein shall be deemed to be, or be construed as, a guarantee by Arvada of any debt or obligation of AURA. AURA shall not make any representation on behalf of Arvada, except as expressly authorized herein.
18. **NO ELECTION REQUIRED.** The Parties acknowledge that according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not a local government and therefore is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, AURA may enter into this 2024 Loan Agreement in accordance with its provisions without any form of electoral authorization, and such repayment obligations are therefore not subject to annual appropriation.
19. **ATTORNEY'S FEES.** If either Party breaches this 2024 Loan Agreement, the breaching party shall pay all of the prevailing party's reasonable attorney's fees and costs in enforcing this 2024 Loan Agreement.
20. **WAIVER OF BREACH.** A waiver by any Party of the breach of any term or provision in this 2024 Loan Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
21. **BINDING AUTHORITY.** AURA represents and affirms that the signature page hereof accurately states the full legal name of AURA (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of AURA, and in all other respects is effective to bind AURA, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This 2024 Loan Agreement 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.

The rest of this page is intentionally left blank.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**ARVADA URBAN RENEWAL
AUTHORITY**

Paul Bunyard, AURA Chair

RESOLUTION AR-24-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY FOR LOANS IN THE AMOUNT OF \$12,000,000.00 TO SUPPORT PROJECTS IN THE RALSTON FIELDS URBAN RENEWAL AREA

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

Section 1. The Loan Agreement between the City of Arvada and the Arvada Urban Renewal Authority for loans in the amount of \$12,000,000.00, attached hereto as **Exhibit A**, is hereby approved, and the Chair is authorized to execute the Agreement on behalf of the Authority.

DATED this 6th day of November, 2024.

Paul Bunyard, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffman, Legal Counsel



Potential Change Order

Project Name:	Garrison Garden Paseo		
Project City/State:	5772 Garrison Street, Arvada, Colorado		
Job #:	1547		
PCO #	0034	DATE	10/23/2024

Description Attachments

Scope of work Includes: Removal of sidewalk and irrigation so sump, piping, and electrical connections can be installed. Shored excavation and installation of sump & piping, backfill of sump and piping with flow fill. Installation of pump, controls, & control panel. Installation of power and controls to Sump Pump. Re-grade of disturbed area. Pour Curb inside Ditch Structure, & replacement of removed/damaged sidewalk. Restoration of damaged landscaping and irrigation. Re-installation of removed signs. Installation of a shut off valve for the water line to the garden. Owner training on how to operate and maintain the pump system.

Project Documents, Site Layout Sheet, Electrical Sketch, Pricing from A&S Utilities, Wayne's Electric, CED, & 4S Denco.

ITEM	Phase Code	Subcontractor	Description	Response	Type	Quantity	Unit	Unit Price	Amount
0001		A&S Utilities	Wet Well Infrastructure	Pending Owner Approval	Added Feature	1	LS	\$ 36,420.00	\$ 36,420.00
0002		A&S Utilities	Pump System w/ Control Panel	Pending Owner Approval	Added Feature	1	LS	\$ 19,300.00	\$ 19,300.00
0003		Brinkmann	Brinkmann Staffing for 20 Working Days.	Pending Owner Approval	Added Feature	1	LS	\$ 26,880.00	See GC's Below
0004		Brinkmann	Fence, Toilets, & Public Safety Signage	Pending Owner Approval	Added Feature	1	LS	\$ 5,250.00	See GC's Below
0005		Waynes	Electrical Connections	Pending Owner Approval	Added Feature	1	LS	\$ 14,190.00	\$ 14,190.00
0006		CED	Restore Landscape	Pending Owner Approval	Added Feature	1	LS	\$ 16,704.00	\$ 16,704.00
0007		Precision Striping	Relocation of Removed Signs	Pending Owner Approval	Added Feature	1	LS	\$ 1,000.00	\$ 1,000.00
0008		4S Denco	R&R Sidewalk, Install Curb in Ditch Structure.	Pending Owner Approval	Added Feature	1	LS	\$ 15,818.00	\$ 15,818.00
0009		ESC	Survey Layout of Sump and Piping	Pending Owner Approval	Added Feature	1	LS	\$ 1,200.00	\$ 1,200.00
0010		A&S Utilities	Install Irrigation Valve	Pending Owner Approval	Added Feature	1	LS	\$ 4,200.00	\$ 4,200.00
PDO Subtotal						\$ 108,832.00			
			General Conditions			1	LS	\$ 32,130.00	\$ 32,130.00
	17050		Bond Costs (0.80%)			1	LS	\$ 1,127.70	\$ 1,127.70
			Brinkmann Builders Risk Insurance			1	LS	\$ -	\$ -
	17150		Brinkmann General Liability Insurance (0.88%)			1	LS	\$ 1,240.47	\$ 1,240.47
			Brinkmann Fee (5%)			1	LS	\$ 7,048.10	\$ 7,048.10
Overhead Subtotal						\$ 41,546.26			
Total Change						\$ 150,378.26			

APPROVED BY: _____

DATE: _____

APPROVED BY: _____

DATE: _____

CLARIFICATIONS

- All original clarifications are included.
- Items not specifically noted above are not included.
- Work to begin 10 weeks after change order and pump submittal Approval. Work will be complete 30 calendar days after materials are procured.
- Warranty Period for this work will end at the same time as the base contract Paseo Work.
- No permit fees or costs are included in this change order.
- Brinkmann Staffing Includes 1 full time superintendent, 1 half time PE and 1 quarter time PM for 20 working days.



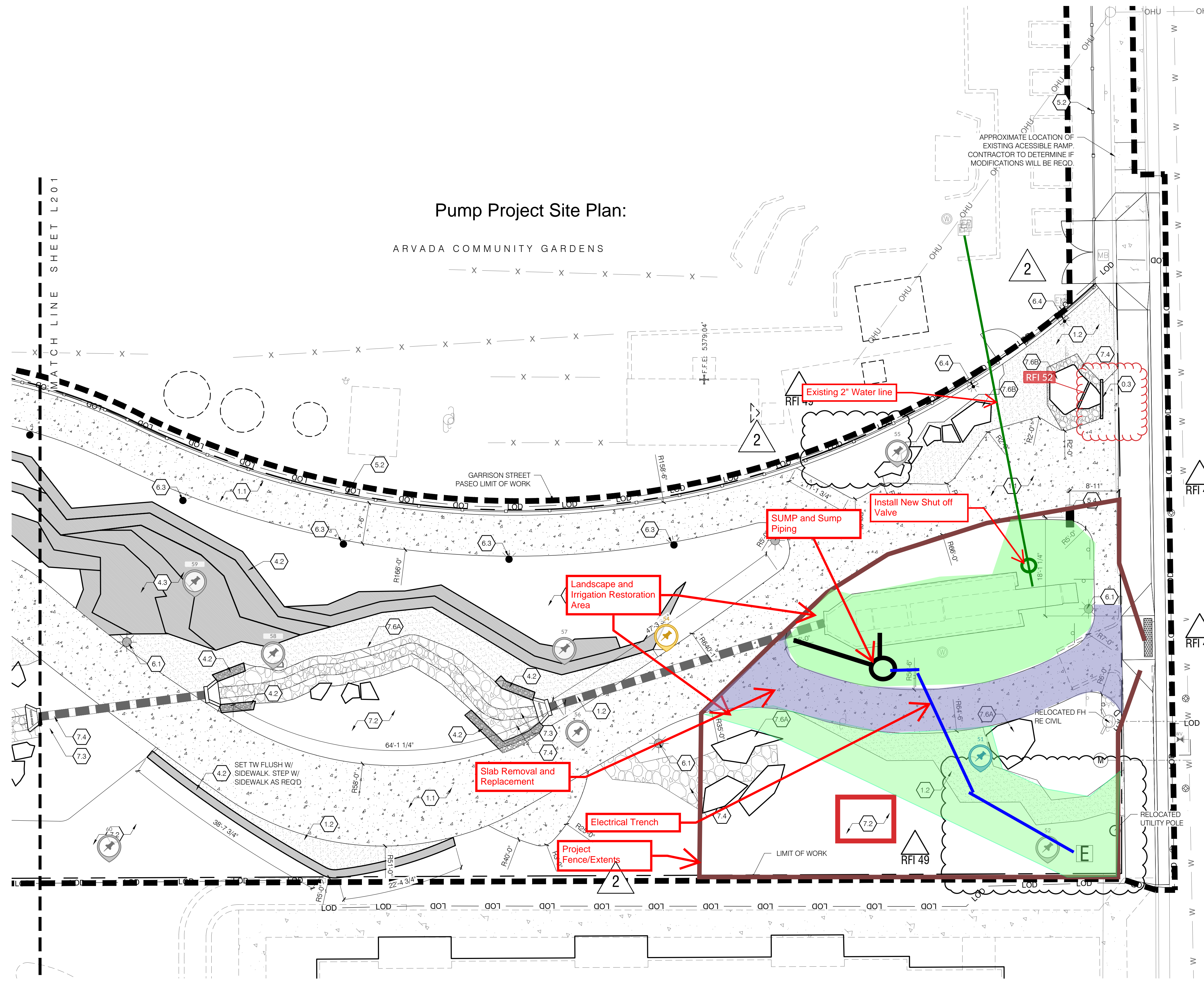
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NO.	DATE	REVISION:	BY
2	09.15.2023		
3	01.29.2024		
RFI 49	04.29.2024		

DATE: 07.21.2023
DRAWN BY: ED
CHECKED BY: CS

LAYOUT AND MATERIAL PLAN - SOUTH

L202

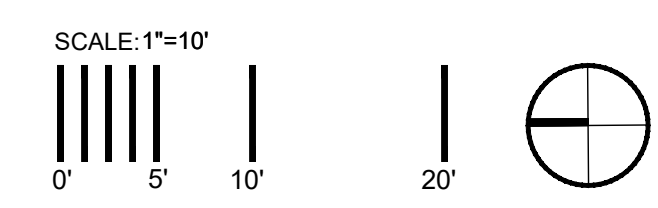


MATERIAL KEY NOTES

0.0	EXISTING CONDITIONS	
0.1	EXISTING CURB & GUTTER TO REMAIN PROTECT	
0.2	EXISTING STREET LIGHT TO REMAIN PROTECT	
1.0	PAVING	
1.1	CIP CONC PAVING, GRAY, SAWN JTS, MED BROOM FIN	DTL 11.400
1.2	DECOMPOSED GRANITE	DTL 41.400
2.0	PAVEMENT JOINTING	
2.1	EXPANSION JOINT	DTL 21.400
2.2	SAWN CONTROL JOINT	DTL 21.400
3.0	CURBS, EDGES, STEPS	
3.1	CIP CONC EDGER FLUSH	DTL 41.400
3.2	STONE SLAB STAIRS	DTL 51.400
4.0	WALLS	
4.1	CIP CONC SET WALL	DTL 61.400
4.2	STONE RETAINING WALL	DTL 71.400
4.3	STONE SLAB SET WALL	DTL 81.400
5.0	SITE FURNISHINGS AND SITE ELEMENTS	
5.1	CUSTOM FABRICATED GATE	DTL 11.401
5.2	WIRE MESH FENCING	DTL 2.31.401
5.3	PUNCHED METAL PANELS - INTERPRETIVE PANELS	DTL 41.401
5.4	WELCOME SIGN	DTL 51.401
5.5	CUSTOM SHADE STRUCTURE	DTL 1.2.31.402
5.6	CIP CONC PLANTER CURB	DTL 11.405
5.7	SPRING SPRINKLER	DTL 11.405
5.8	SPRING SPRINKLER	DTL 11.405
6.0	SITE LIGHTING	
6.1	PED LIGHT TYPE 1	RE ELECT
6.2	ALCOTT BY LANDSCAPE FORMS	RE ELECT
6.3	BOLLARD LIGHT	RE ELECT
6.4	RUSTY SLOT 80 BY SLV LIGHTING	RE ELECT
6.5	PATHLIGHT 70 BY SLV LIGHTING	RE ELECT
6.6	DOWN LIGHT	RE ELECT
6.7	9002-W1-RW-LED3090-M-BZ-L1-UNV BY LUMIERE	RE ELECT
6.8	IN GRADE UP-LIGHT	RE ELECT
6.9	9002-W1-RW-LED3090-M-BZ-L1-UNV BY LUMIERE	RE ELECT
6.9	RECEDED WALL LIGHT	RE ELECT
7.0	PLANTING	
7.1A	DECIDUOUS TREE	DTL 11.404
7.1B	ORNAMENTAL TREE	DTL 31.404
7.1C	EVERGREEN TREE	DTL 21.404
7.2	PLANTING AREA	
7.3	ROCK MULCH - LARGE	DTL 51.404
7.4	ROCK MULCH - SMALL	DTL 61.404
7.5	IRRIGATED TURF	
7.6A	BUFF SANDSTONE BOULDER	DTL 71.404
7.6B	BUFF SANDSTONE BOULDER - SAWN	DTL 91.404

MATERIAL LEGEND

	CIP CONC PVMT, GRAY, MEDIUM BROOM FIN SAWN JTS
	DECOMPOSED GRANITE
	PLANTING AREA
	IRRIGATED TURF
	COBBLE STREAMBED



RFI Narrative Letter

Date: 09/10/2024

To:

**CHAD HOLLINGSWORTH, SENIOR LANDSCAPE ARCHITECT
CITY OF ARVADA
PARKS AND URBAN DESIGN
DEPARTMENT OF VIBRANT COMMUNITY AND NEIGHBORHOODS
CHOLLINGSWORTH@ARVADA.ORG**

Re: Garrison St. Paseo – RFI Changes to Civil Plans

As part of the Garrison St. Paseo project, we have been asked to provide a change to the approved civil plans. The purpose of this letter is to provide a narrative of the requested change to explain the thought process and reasoning for each change.

1. A water feature was intended to flow through proposed drainage channels located on site. The Swadley Ditch structure located at the south end of the site will rarely ever route water into the proposed water feature in its current state. We are proposing a wet well located next to the ditch structure that will house a pump to route a portion of the ditch water into the emergency overflow pipe. This pipe discharges into the above ground drainage channels and finally into city storm infrastructure. No water will be detained on site and all water will be routed back into the same system as historically observed. All pipes and channels were designed to convey the maximum capacity of the 15" overflow pipe and will be able to handle the flow from this pump without failure. The pump will also have the ability to be turned off in the event of a large storm event.

Please feel free to reach out at mitch@altitudelandco.com if you have any questions or concerns.

Sincerely,



Salvatore Cambria, PE
Director of Engineering
Altitude Land Consultants, Inc.
P: (720) 427-3017

GARRISON STREET PASEO
CONSTRUCTION DRAWINGS
GARRISON STREET - ARVADA, CO 80002

20-131

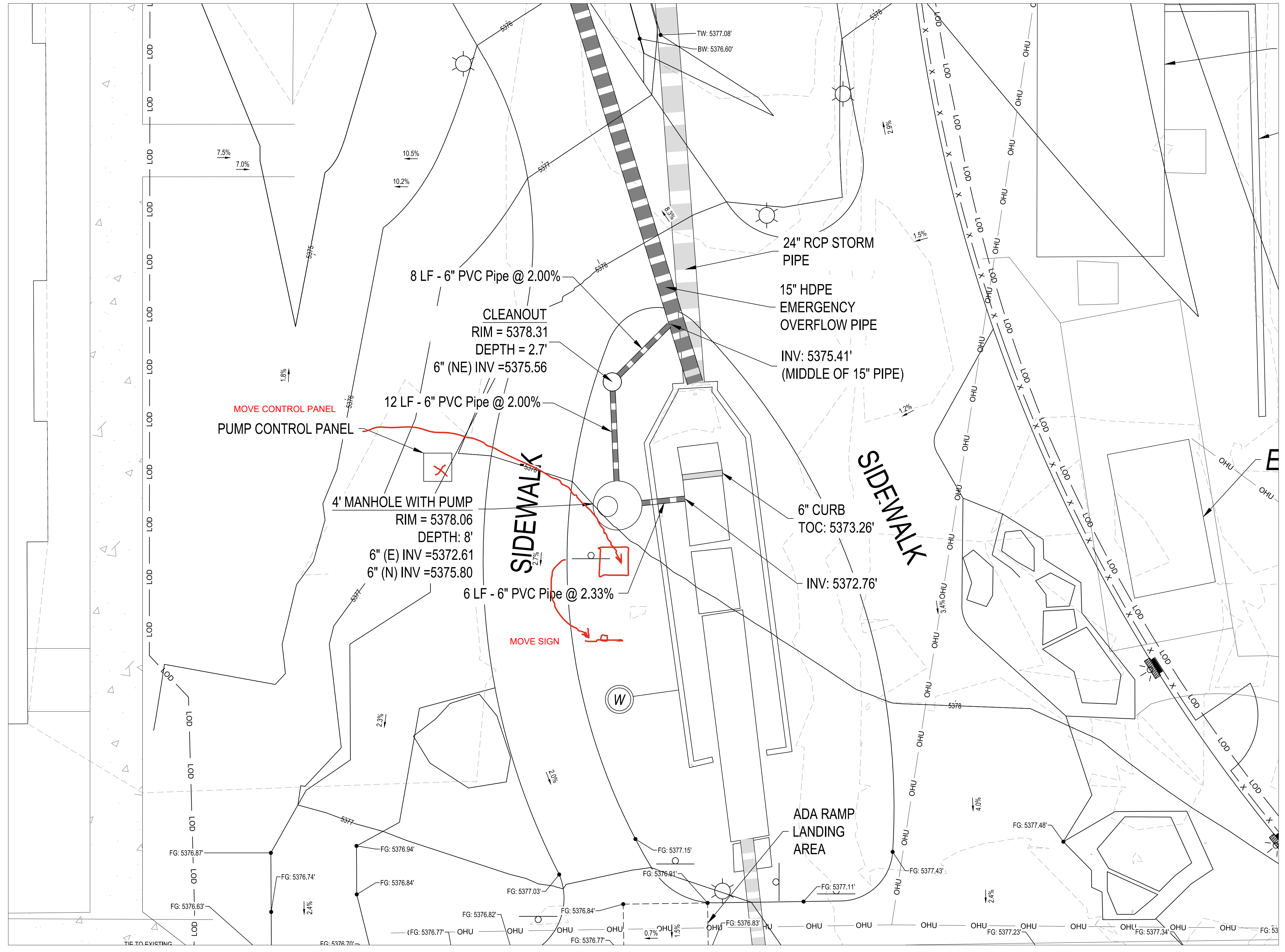
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NO.	DATE	REVISION:	BY

DATE: 07.23.2024
DRAWN BY: AD
CHECKED BY: SC

PUMP PLAN

1.0
SHEET 1 OF 1



MOVE CONTROL PANEL
PUMP CONTROL PANEL

SIDEWALK

SIDEWALK

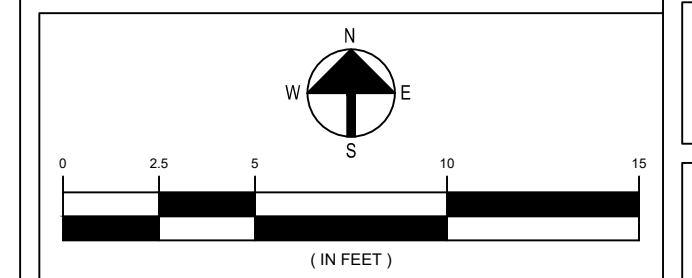
MOVE SIGN

ADA RAMP LANDING AREA

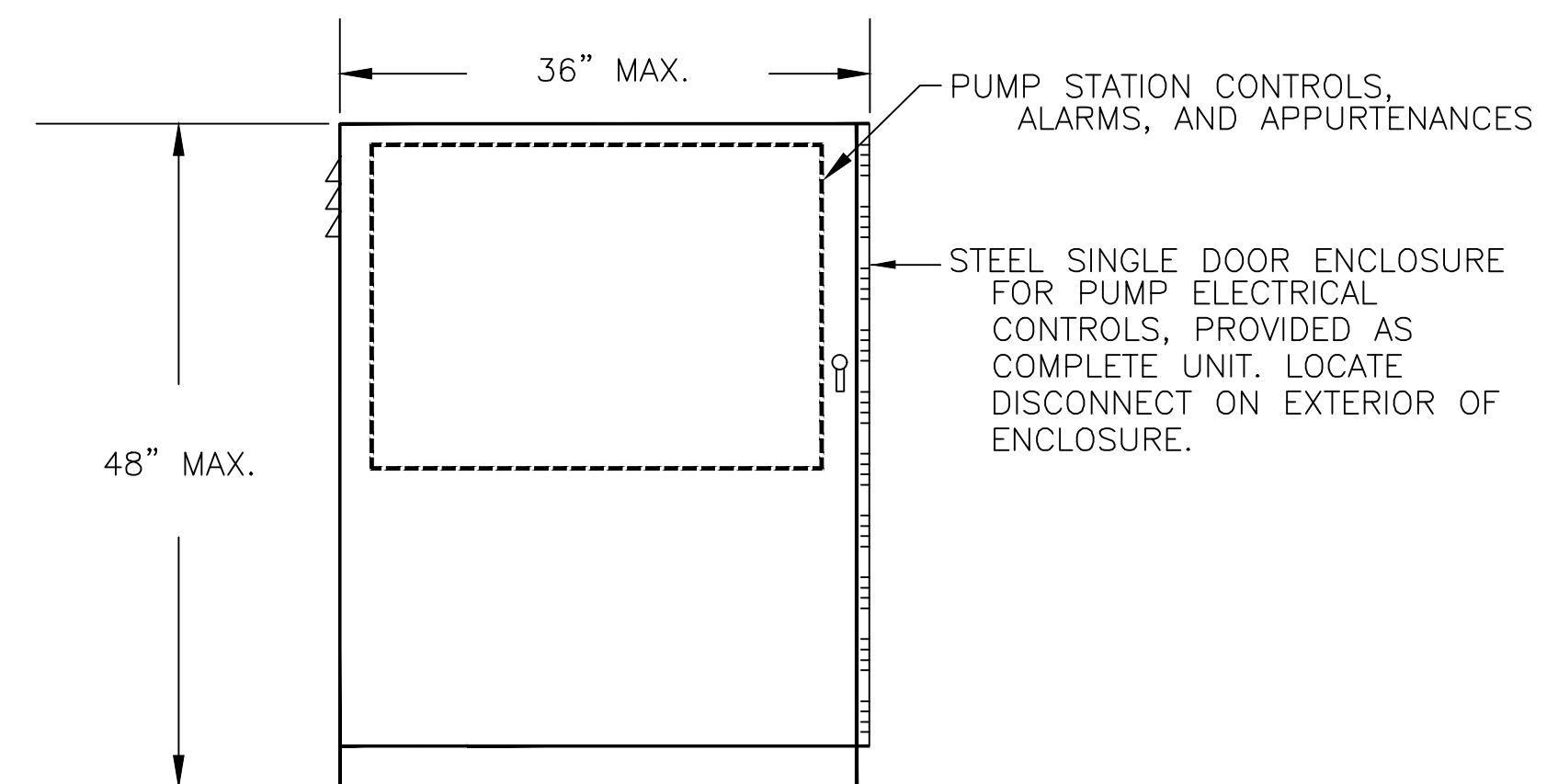
LEGEND:

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	LOD
	LIMITS OF DISTURBANCE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	SPOT ELEVATION
	PROPOSED CONCRETE
	EXISTING CONCRETE
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER
	UTILITY POLE
	OVERHEAD UTILITY
	DETECTABLE WARNING
	FENCE

ALL PLANIMETRIC LINEWORK THAT IS FADED BACK SHOWN HEREIN INDICATES AN EXISTING FEATURE (IMPROVEMENT, TOPOGRAPHY, UTILITY, ETC.). ALL PLANIMETRIC TEXT THAT IS FADED BACK AND ITALICIZED SHOWN HEREIN INDICATES A CALLOUT TO AN EXISTING FEATURE.



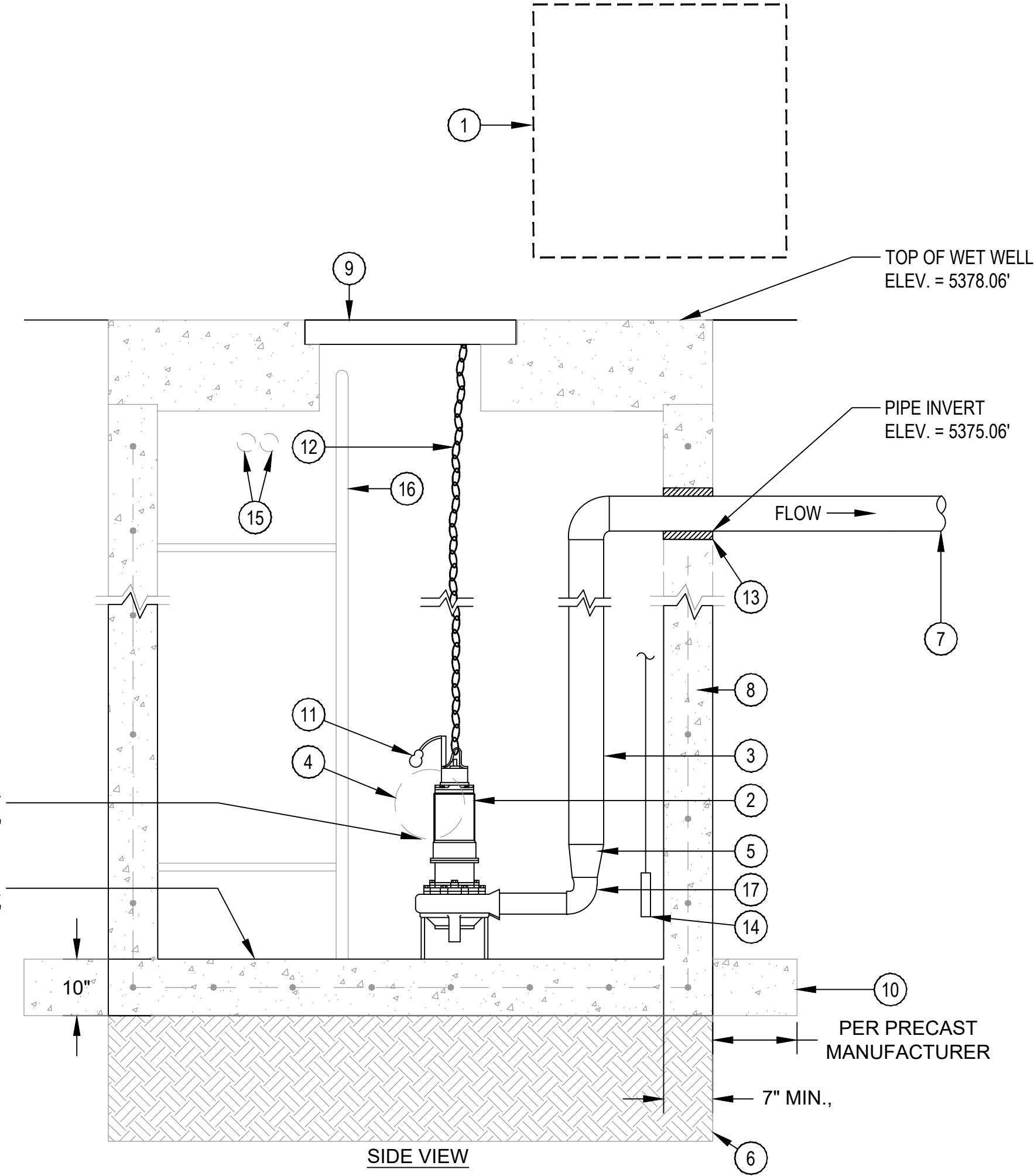
NOTE:
1. SEE ATTACHED DETAIL BY AQUA ENGINEERING FOR SPECIFICS REGARDING PUMP, CONTROL PANEL, AND WET WELL.



- NOTES:**
1. MOUNT WALL MOUNT PUMP ELECTRICAL CONTROL PANEL ON UNI-STRUT. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO CONSTRUCTION.
 2. FURNISH AND INSTALL ENCLOSURE WITH DEAD FRONT PANEL, HAND-OFF-AUTOMATIC SWITCH TO HOUSE STARTER, OPERATING LIGHTS, TIMERS, RELAYS, TRANSFORMERS AND OTHER REQUIRED ELECTRICAL COMPONENTS.
 3. INSTALL DISCONNECT ON OUTSIDE OF ENCLOSURE. SEAL ALL PENETRATIONS MADE IN ENCLOSURE FOR WATERTIGHT SEAL.

1 CONTROL PANEL DETAIL

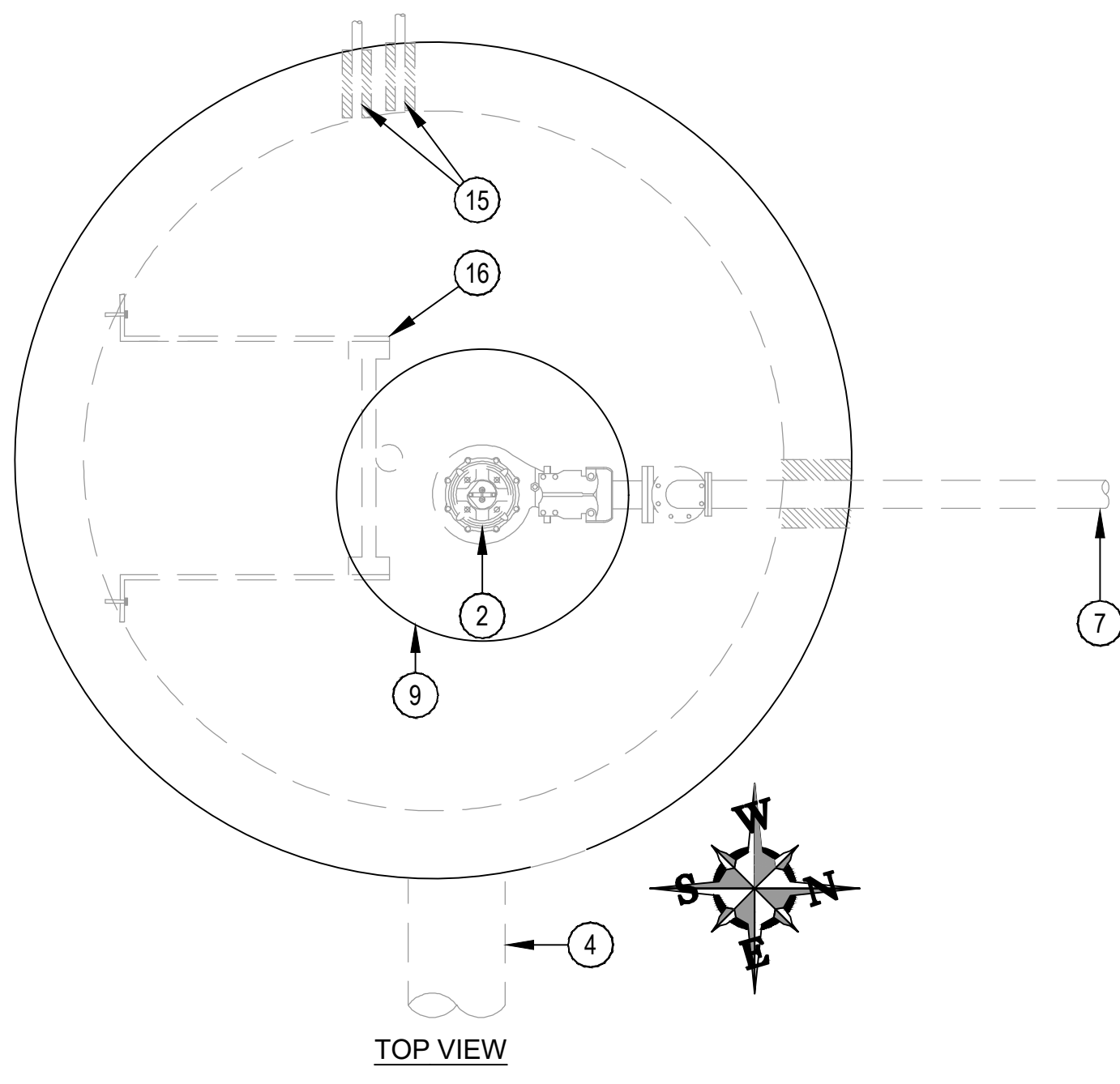
© N.T.S.



2 WATER FEATURE PUMP AND WET WELL DETAIL

© N.T.S.

- NOTES:**
1. INSTALL PUMP PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
 2. ROUTE POWER CABLE FROM CONTROL PANEL TO PUMP WITHIN CONDUIT. SEAL ALL PENETRATIONS INTO WET WELL. COMPLETE CONNECTIONS PER PUMP MANUFACTURER'S GUIDELINES. ALL ELECTRICAL WORK TO BE CONDUCTED PER NEC AND LOCAL CODE.
 3. INSTALL WET WELL IN THE APPROXIMATE LOCATION SHOWN. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE ON SITE PRIOR TO CONSTRUCTION.
 4. LINK SEAL AROUND EACH PIPE PENETRATION.
 5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE ELEVATIONS SHOWN AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER.
 6. SUBMIT SHOP DRAWING OF WET WELL WITH PROFESSIONAL ENGINEER STAMP FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION AND INSTALLATION. INDICATE CRITICAL ELEVATIONS (FINISH GRADE, WET WELL FLOOR, ALL PIPING PENETRATIONS) ON SHOP DRAWING FOR REVIEW.
 7. MANUFACTURER OF PRE-CAST CONCRETE UNITS IS RESPONSIBLE FOR THE DESIGN OF REINFORCEMENT AND ITS PLACEMENT. FABRICATE UNITS WITH COMPRESSIVE STRENGTH AS STATED IN THE TECHNICAL SPECIFICATIONS. FURNISH PRE-CAST UNITS IN CONFORMANCE WITH ASTM C-478 DESIGNATION FOR MANUFACTURING, TESTING AND QUALITY CONTROL. MANUFACTURER TO DETERMINE LENGTH AND WIDTH OF PRECAST SECTIONS AND REQUIRED REINFORCEMENT.
 8. WET WELL NOT DRAWN TO SCALE VERTICALLY SO THAT IT FITS ON THIS SHEET. REFER TO CRITICAL ELEVATIONS TO DETERMINE PENETRATION REQUIREMENTS AND WET WELL LENGTH.



EQUIPMENT LIST

- 1 PUMP CONTROL PANEL. MOUNT ON UNI-STRUT. INSTALL PER NEC AND LOCAL CODE. REFER TO PLAN FOR LOCATION.
- 2 SUBMERSIBLE PUMP: REFER TO PLAN FOR FLOW AND HEAD REQUIREMENT. MODEL: TSURUMI PUMP HSZ3.75SL
- 3 3-INCH DISCHARGE PIPE, FLEXIBLE PVC, PROVIDE SLACK.
- 4 INTAKE PIPE - REFER TO WATER FEATURE PLANS. SEAL PENETRATION WITH LINK SEAL.
- 5 PVC CONCENTRIC REDUCER (IF NEEDED), SIZED AS NECESSARY
- 6 12-INCH DEPTH OVER EXCAVATION FILLED WITH STRUCTURAL FILL COMPACTED TO 95% STANDARD PROCTOR DENSITY
- 7 PVC PIPE
- 8 PRECAST CONCRETE 4-FOOT DIA. WET WELL: REFER TO PLANS FOR ADDITIONAL INFORMATION.
- 9 ACCESS LID: 30-INCH DIAMETER ALUMINUM ACCESS LID, BOLT DOWN, VENTED
- 10 ANTI-FLOTATION SKIRT
- 11 PUMP FLOAT FOR LOW LEVEL EMERGENCY SHUTDOWN
- 12 STAINLESS STEEL CHAIN CONNECTED TO PUMP AND LID. INSTALL 6-FOOT CHAIN SLACK.
- 13 LINK SEAL PIPE PENETRATIONS, TYP
- 14 WATER LEVEL PROBE WIRED TO CONTROL PANEL
- 15 1-1/2-INCH CONDUIT FOR POWER WIRING INSTALLED FROM CONTROL PANEL TO PUMP. 1-1/2-INCH CONDUIT FOR WIRING FROM CONTROL PANEL TO WATER LEVEL PROBE.
- 16 ALUMINUM LADDER WITH SAFETY POST SECURED TO WET WELL. EXTEND FROM WET WELL WALL FOR EASY ACCESS FROM ACCESS LID.
- 17 PVC ELBOW, SIZED AS NECESSARY

GARRISON STREET PASEO
 CONSTRUCTION DOCUMENTS
 GARRISON STREET - ARVADA, CO 80002

20-131

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REVISION:		
NO.	DATE	BY

DATE: 09.10.2024
DRAWN BY: JHK
CHECKED BY: RWB

WATER FEATURE DETAILS

WF3.2
SHEET 7 OF 7



Garrison Garden Paseo

<u>Bid Item #</u>	<u>Bid Item Description</u>	<u>Quantity</u>	<u>UM</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>100 - General Conditions</u>					
101	Mobilization & General Conditions	1	LS	\$2,500.00	\$2,500.00
General Conditions Subtotal					\$2,500.00
<u>300 Storm Sewer and Drainage</u>					
301	Sawcut, Remove, and Disposal of Concrete	40	SF	\$13.50	\$540.00
302	Core and Connect to Existing Structure	1	EA	\$2,900.00	\$2,900.00
303	6" - PVC SCH 80 (Includes 45 Degree Bend)	40	LF	\$130.00	\$5,200.00
304	6" Inserta Tee (Into Existing 15")	1	EA	\$2,850.00	\$2,850.00
305	6" Gate Valve	1	EA	\$2,670.00	\$2,670.00
306	4' Dia. Wet Well (Precast Concrete Wet Well Only)	1	EA	\$13,760.00	\$13,760.00
307	Flowfill Backfill	25	CY	\$240.00	\$6,000.00
Storm Sewer Subtotal					\$33,920.00
BID Total					\$36,420.00
<u>1000 - Add Alternate</u>					
1001	Furnish Only - LS-1: Simplex Removal Mounted Sewage Pump System	1	LS	\$12,900.00	\$12,900.00
1002	Install Pump & Control System, Provide One Owner Training	1	LS	\$4,400.00	\$4,400.00
1003	2" Irrigation Shutoff Valve	1	EA	\$4,200.00	\$4,200.00
1004	Potholing (if Required)	1	DY	\$3,300.00	\$3,300.00
1005	Haul and Disposal of Pipe Spoils (if Required)	45	CY	\$42.00	\$1,890.00
1006	Textura (.22% of Contract Value + \$100.00 Per Sub)	1	LS	\$110.00	\$110.00
Add Alternate Subtotal					\$26,800.00

*Excludes - Davis Bacon/Certified Wages, taxes, potholing, survey, compaction/material testing, erosion control, any and all restoration including but not limited to landscaping, topsoil, concrete pavement, concrete flatwork

LS-1: Simplex Removal Mounted Sewage Pump System		
QTY	1	Pump(s): Weil 2515, 0.75 HP, 3" Sewage Pump, 1/60/208V, Conditions : 150 GPM at 5' TDH
		Mounting Style: 3" Removal System w/Sub Base
QTY	1	Control Panel: Type 4 DDDF Simplex Control Panel
QTY	3	Level Controls: Mercury Tethered Float - 20'
		Optional - Valves: Valves by Others
QTY	1	Optional - Basin Cover: 48" Duplex Cover, 3" Discharge, Gastight
		System Adder: Below Cover Discharge
		Lead Time: 6-8 Weeks
		FOB: Factory Pre Pay and Add

CHANGE ORDER

WAYNE'S ELECTRIC INC.

2101 Weld County road 27
Fort Lupton, Colorado 80621
PHONE: 659-7481
FAX: 654-0877

CHANGE TO: Brinkman Constructors
ATTENTION: Jeremy Hamm
JOB LOCATION: Garrison Garden Paseo
DATE: 10/14/2024

Revised For Strut-Rack Adder

CHANGE ORDER NUMBER: CO-02

WE HEREBY AGREE TO MAKE THE CHANGE(S) SPECIFIED BELOW

Material and Labor for Wet Well Power
See attached estimate worksheet.

SOW **\$12,630.00**

New 30A 2p Breaker Installed in Power Pedestal
Trenching from Power Pedestal to Pump Controller & Pump Controller to Pit
(qty 1) 3/4" Pvc pipe with (3) #10 THHN CU wire (pedestal to controller)
(qty 2) 1 1/2" Pvc pipe from controller to pit. Pull in pump and float cables (provided by others).
Make up electrical wires in controller

Assumptions: Pump, pumpfloats, water level probes will have a factory sealed cable installed long enough to reach controller (no splicing required). Sidewalk will be removed (by others) No boring required.

Exclusions:
Procuring and or Installation of pump control panel, pump, pump floats, waterlevel probes.

Adder for Installation of Strut-Rack to support Pump Control Panel **\$1,560.00**
Material : \$280.00
Labor : \$1,560.00

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE CONTRACT:

WE AGREE TO MAKE THE CHANGE(S) SPECIFIED ABOVE AT THIS PRICE: ADD **\$14,190.00**

DATE: _____

AUTHORIZED SIGNATURE(CONTRACTOR): _____

ACCEPTED:

DATE OF ACCEPTANCE: _____

SIGNATURE(OWNER): _____



CHANGE REQUEST #10

3192 Sparrow Hawk Lane
 Berthoud, CO 80513
 Marvin -720-308-9546
 Mark -970-599-0007

W.O. # : GP121223 - 010
 W.O. Date :

Requested By : Baptiste Debuire, Asst. PM
 Customer ID :
 Department : BRINKMANN CONSTRUCTION

JOB	Description of Work
GARRISON GARDENS PASEO 58th and Garrison Street Arvada, CO 80002	Sump Pump area to be worked on in Spring 2025 - as a result landscape/irrigation will need to be re-installed to original condition. CR Pricing reflects affected landscape/irrigation areas provide via Marks email (10/21). Plant material is assumed to be protected and is omitted from CR pricing.
Job Number GGP-121223	

SERVICE and LABOR	Hours	Unit	Rate (\$/hr)	Line Total
Project Manager: Marvin/Hugo x 2hrs	2	HR	105.00	210.00
				-
Irrigation Labor - Included in Irrigation LS Price	1	LS	0.00	-
Landscape Labor Included in Landscape LS Price	1	LS	0.00	-
				-
				-
Mobilization/Material Acquisition	1	LS	250.00	250.00
			Labor Sub Total	460.00

PARTS and MATERIALS	Qty	Unit	Unit Price	Line Total
				-
Irrigation Material	1	LS	8,553.00	8,553.00
- 1" CL 200 Lateral	300	LF	0.00	-
- 1" EFB-CP W/ True Union Electric Valve	3	EA	0.00	-
- Standard Carson Valve Box	3	EA	0.00	-
- RD-12-S-P30	32	EA	0.00	-
				-
Landscape Materials	1	LS	6,172.53	6,172.53
- Decomposed Granite	340	SF	0.00	-
- Native Seed	450	SF	0.00	-
- Wood Mulch (No Fabric)	950	SF	0.00	-
- Black Steel Edger	120	LF	0.00	-
			Material Sub Total	\$ 14,725.53

1. Total payment due 30 days after completion of work
2. Refer to the W.O. # in all correspondence and in your payment
3. Please send correspondence regarding this work order to:

Combined Total	\$ 15,185.53
O&P Rate	10.00%
O&P Total	\$ 1,518.55
S&H	\$ -
OTHER	\$ -
TOTAL	\$ 16,704.08

.....
 Please sign to authorize the above work to be completed

Signature: Hugo Rodriguez

Date: 10/22/2024

Thank You For Your Business!



Fourseason Concrete Construction, LLC.
 5563 Kirk Street
 Denver, Colorado 80249
 (918) 934-4183
 jeremy@4sdenco.com

Client: Brinkmann Constructors
Project: Garrison Garden Paseo

Date: 10/22/2024
Change Order Request: 8 V1

CHANGE ORDER DETAILS				
Item	Quantity	Unit	Unit Price	Total Price
Sidewalk Removal And Replacement	680	SF	\$ 16.00	\$ 10,880.00
Sidewalk Sawcuts	1	LS	N/A	\$ 1,000.00
Haul Off And Disposal	1	LS	N/A	\$ 1,000.00
Curb Head (4' Length)	1	LS	N/A	\$ 500.00
Concrete Pump	1	EA	\$ 1,000.00	\$ 1,000.00
Markup	10	%	N/A	\$ 1,438.00
CHANGE ORDER TOTAL				\$ 15,818.00

CHANGE ORDER ACCEPTANCE	
Signature: _____	Date: _____
Brinkmann Constructors	
Signature: _____	Date: _____
Fourseason Concrete Construction, LLC.	

AURA Flash Report
Balances as of September 30, 2024

FOR DISCUSSION PURPOSES ONLY
UNOFFICIAL & UNAUDITED

CASH & INVESTMENTS

<u>Wells Fargo Bank</u>		Account Balance	Hold	Net to AURA
	General - Checking (0193)	359,274	371,277	730,552
	Ralston Fields - Checking (4061)	595,842	-	595,842
	Ralston Fields Investments (9353)	0	-	0
	Olde Town Station - Checking (0895)	1,133,264	-	1,133,264
	Village Commons - Checking (0887)	533,629	-	533,629
<u>First Bank of Arvada</u>			% change from	
	2.00% CD Maturity 10/11/2027 (4548)	356,289	prior period	356,289
<u>CSIP</u>				
	Ralston Fields Fund (9003)	13,653	0.4296%	13,653
<u>VectraBank</u>				
	3.50% Ralston Fields Fund (4835) - Money Market	1,604,751	0.2750%	1,604,751
	5.00% Village Commons (9139) - renewed 6 month CD (Dec 2024)	1,054,795	0.4008%	1,054,795
	4.65% Olde Town Station (9200) - 1 year CD (Feb 2025)	1,062,003	0.7612%	1,062,003

NET CASH AVAILABLE TO AURA **7,084,777**

REAL ESTATE OWNED

Date Acq.	Name	Address	Purchase Price	Debt/Discount	Net Value
2016	Arvada Square (only Lot 1 left)	9465 Ralston Road	4,963,065	4,963,064	1
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 **1,775,001**

LONG TERM PAYABLES

<u>Loan</u>	<u>Loan Start Date / Term Date</u>	Original	Current	
		Loan Balance	Payments	Loan Balance
Arvada Square	June 1, 2016 / June 1, 2028	5,000,000	2,664,121	2,335,879
Brooklyn's	January 1, 2016 / January 1, 2030	2,745,000	1,555,415	1,189,585
Olde Town Alley Underground Utilities	2024	750,000	0	750,000
Wheat Ridge	2006/2026*	1,800,000	1,600,000	200,000
Ralston Commons	2024/2028	12,000,000	0	12,000,000

NET LONG TERM PAYABLES **\$16,475,464**

LONG TERM RECEIVABLES

<u>Loan</u>	<u>Loan Start Date / Term Date</u>	Original	Current
		Loan Balance	Loan Balance
Ralston Commons	July 11, 2024 / sale of the project or January 1, 2028	3,500,000	3,500,000
Ralston Commons (forgiveable 11/11/2026)	July 11, 2024 / sale of the project or January 1, 2028	5,000,000	5,000,000
Trolley Park (pending site change)	TBD	465,000	465,000
Ralston Gardens	January 3, 2024 / January 3, 2064 1% simple interest annually	215,190	215,190

NET LONG TERM RECEIVABLES **\$9,180,190**

GROSS INCOME & EXPENSES BY FUND As of September 30, 2024

	2024 BUDGET		Actual Revenues	Actual Expenses
	Revenue	Expenses	YTD	YTD
Ralston Fields	15,040,000	18,546,000	17,788,439	24,130,636
Olde Town Station	1,887,530	2,935,000	1,809,370	180,933
Jefferson Center	3,500,000	4,710,273	3,100,686	3,100,686
Northwest Arvada	22,700,000	23,039,330	24,382,889	15,172,817
Village Commons	642,400	236,846	556,621	177,861
TOTALS	43,769,930	49,467,449	\$47,638,005	\$42,762,933

GENERAL FUND EXPENSES As of September 30, 2024

	2023 Budget	Expended YTD
Operating Expenses	672,338	458,021
TOTAL EXPENSES	\$672,338	\$458,021

*2 payments due to the City of Arvada.