



PUBLIC NOTICE PUBLIC HEARING AND REGULAR MEETING

The Arvada Urban Renewal Authority (AURA) Board of Commissioners will hold its public hearing and regular board meeting in person at 5603 Yukon Street, Suite B, Arvada, CO 80002, at **4 p.m.** on **Wednesday, November 5, 2025**.

Anyone wishing to attend virtually may register as follows:

Register in advance for this webinar:

https://arvadaco-gov.zoom.us/webinar/register/WN_IK_-hOlxTV-kPz3FcgSrBw



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 5, 2025. A recording of the meeting will be posted on AURA's website following the webinar.

Agenda information is attached.

Carrie Briscoe
Recording Secretary

POSTED: October 31, 2025



REGULAR MEETING OF THE AURA BOARD OF COMMISSIONERS

5603 Yukon St, Suite B, Arvada, Colorado

4 p.m., Wednesday, November 5, 2025

AGENDA

REGULAR MEETING – 4 P.M.

- 1.** Call to Order
- 2.** Roll Call of Members
- 3.** Approval of the Summary of Minutes – October 1, 2025
- 4.** Public Comment on Issues Not Scheduled for Public Hearing – Three Minute Limit
- 5.** Public Hearing
 - A. Resolution AR-25-11 A Resolution Approving the Arvada Urban Renewal Authority Budget for Fiscal Year 2026
 - B. Resolution AR-25-12 A Resolution Appropriating the Arvada Urban Renewal Authority Budget for Fiscal Year 2026
- 6.** Study Session – None
- 7.** Old Business – None
 - A. AR-25-13 A Resolution Authorizing Designated Arvada Urban Renewal Authority Officials to Execute a Contract Related to the Yukon Street Improvements Project Change Order
- 8.** New Business
 - A. AR-25-14 A Resolution Authorizing Designated Arvada Urban Renewal Authority Officials to Execute a Contract Related to the 58th Avenue Streetscape Project
 - B. AR-25-15 A Resolution Authorizing Designated Arvada Urban Renewal Authority Officials to Execute a Contract Related to the Independence Street Streetscape Project
 - C. AR-25-16 A Resolution Authorizing Designated Arvada Urban Renewal Authority Officials to Execute a Contract Related to Strategic Planning
- 9.** Development Update
- 10.** Comments from Commissioners
- 11.** Committee Reports
- 12.** Staff Reports
- 13.** Executive Session – None
- 14.** Adjournment

**SUMMARY OF MINUTES OF REGULAR BOARD MEETING
ARVADA URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS
WEDNESDAY, OCTOBER 1, 2025
5603 YUKON ST, SUITE B, ARVADA, CO 80002**

REGULAR MEETING

1. Call to Order – Chair Bunyard called the meeting to order at 4:00 p.m.

2. Roll Call of Commissioners

Those Present: Chair Paul Bunyard, Vice Chair Peter Kazura, Debra Bustos, Daria Drago, Lauren Simpson

Absent: Eli Feret, Tim Steinhaus

AURA staff present: Carrie Briscoe, Executive Director; Alex Van Zante, Redevelopment Manager and Corey Hoffmann, Legal Counsel

Commissioner Drago moved to excuse Commissioners Feret and Steinhaus.

The following votes were cast on the Motion:

Voting Yes: Bunyard, Bustos, Drago, Kazura, Simpson

Voting No: None

The motion was approved.

3. Approval of the Summary of Minutes – September 3, 2025

Vice Chair Kazura moved to approve the minutes.

The following votes were cast on the Motion:

Voting Yes: Bunyard, Bustos, Drago, Kazura, Simpson

Voting No: None

The motion was approved.

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

None

5. Public Hearing

None

6. Study Session

None

7. Old Business

None

8. New Business

A. Gold Strike Station Redevelopment Project Proposal – Tim McEntee, Hibernia Housing

Carolynne White and Bill Mahar provided a high-level overview of the project, discussing potential funding needs from the City and AURA, tenant mixes, and the development's proposed alignment with the City's sub-area planning goals.

Commissioner Simpson highlighted the need for a few additional parking spaces to activate the coffee shop within the building. Commissioner Simpson also asked about the project's projected timeline; groundbreaking in early 2027 was proposed.

Commissioner Drago asked if there are any environmental concerns on the land, Carolynne and Bill stated that introductory environmental studies have begun, but they don't anticipate finding any major environmental factors. The presenters also said they would share the previous community meeting feedback they had received on the project.

B. Proposed 2026 Budget – Deb Nielson, Deputy Director of Finance

Executive Director Carrie Briscoe provided an overview of the 2026 proposed budget, highlighting the budgets for each development area and AURA's general fund. The Board asked a handful of clarifying questions, but no changes to the budget were proposed.

Carrie Briscoe also detailed the budget process approval timeline, stating that the budget approval will go to the Board at the next regular meeting in November.

C. Arvada Plaza Streetscape – Carrie Briscoe, Executive Director

Carrie Briscoe provided streetscape improvement alternatives to the Board, stating that AURA would have to fund any improvements along the east side of the Brixmor property.

The Board agreed to direct AURA staff to get a proposal for two design options for the sidewalk, one that resembled what was previously presented by Brixmor, and one that features attractive hardscape in lieu of traditional landscaping if

irrigation proves to be an issue.

D. 58th Avenue Streetscape Project Bid Award – Carrie Briscoe, Executive Director

Carrie Briscoe gave an update on the bids received for the 58th Avenue Streetscape project and detailed the next steps to execute a contract to begin construction.

9. Development Update

Carrie Briscoe shared that the Ralston Road Diagonal project design is underway with a 90% design expected in mid-November. Carrie Briscoe also shared updates on the Spicy Kitchen and alley utility undergrounding projects. Finally, Carrie Briscoe proposed a handful of dates for the Board to do a tour of the Ralston Commons multifamily project.

10. Comments from Commissioners

Commissioner Simpson provided updates on items going before City Council.

11. Committee Reports

None

12. Staff Reports

Carrie Briscoe outlined the AURA strategic planning process, and suggested November 17th as the date for the Board to meet.

13. Executive Session

None

14. Adjournment

Chair Bunyard adjourned the meeting at approximately 6:10 p.m.

Paul Bunyard, Chair

ATTEST:

Carrie Briscoe, Recording Secretary

RESOLUTION AR-25-11

A RESOLUTION APPROVING THE
ARVADA URBAN RENEWAL AUTHORITY
BUDGET FOR FISCAL YEAR 2026

WHEREAS, the Arvada Urban Renewal Authority (AURA) has set development goals for 2026 for the urban renewal area and certain expenditures are required to attain these goals;

WHEREAS, a budget is required by law to set forth AURA's projected income and expenditures for 2026 and a budget has been prepared for AURA for the fiscal year 2026;

WHEREAS, notice of AURA's consideration of its 2026 budget at this meeting was timely published pursuant to the requirements of State law;

WHEREAS, the total 2026 Budget of \$45,793,778 provides for a General Fund Budget of \$805,432; a Ralston Fields Budget of \$10,420,500; a Jefferson Center Budget of \$3,500,000; a Northwest Arvada Budget of \$25,000,000; an Olde Town Arvada Budget of \$5,893,000; and, a Village Commons Budget of \$174,846;

WHEREAS, AURA held a properly noticed public hearing on November 5, 2025, at which time the public was invited to attend, give comment on or object to the proposed budget; and

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 2026, attached hereto as Exhibit A, is hereby approved.

INTRODUCED AND ADOPTED this 5th day of November, 2025.

Paul Bunyard, Chair

ATTEST:

Carrie Briscoe, Executive Director

APPROVED AS TO FORM:

Legal Counsel

Date

AURA GENERAL FUND								
2026 Budget								
Fund 500FD								
	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2026 Proposed Budget		
	46102	Interest - Investments	\$ 6,931	\$ 7,110	\$ 4,000	\$ 4,000		
	46201	Rent	\$ 21,772	\$ 26,000	\$ 26,000	\$ 24,750		
	47184	Transfer to AURA from JC (Power Plant)	132,355	160,042	200,000	200,000		
	47185	Transfer to AURA from Ralston Fields	-	-				
	47189	Transfer from Village Commons	-	-				
	47187	Transfer to AURA from Northwest (Candelas)	512,078	660,519	775,000	775,000		
	46503	Recovered Costs	999	415	2,000	4,000		
		TOTAL REVENUE	674,135	854,086	1,007,000	1,007,750		
	51101	Salaries and Wages	343,425	343,056	449,063	365,255		
	51102	Overtime	0	-	-	2,000		
	51103	Group Insurance	43,571	41,124	61,587	71,661		
	51104	Temp Wages Social Security	159	159	-	-		
	51105	Retirement	35,004	34,928	45,866	37,126		
	51106	Medicare	5,035	5,061	6,651	5,383		
	51107	Temporary Wages	2,559	-	-	500		
	51108	Workers Compensation Insurance	968	80	43	45		
	51110	Bonuses/Commissions/Awards	978	5,000				
	51112	Car Allowance	9,600	9,705	9,600	6,000		
	51131	Dental	2,446	2,325	3,678	4,169		
	51132	Long-Term Disability	1,581	2,712	4,124	3,354		
	51133	Life Insurance	1,220	1,151	1,412	1,313		
	53001	Services and Charges	(139)		-			
	53002	Continuing education and training meetings	41,397	17,815	30,000	40,000		
	53003			5,987	10,000			
	53004	Printing and Binding	1,178	827	2,000	2,000		
	53011	Memberships, Dues, Subscriptions, Donations, Advertising, Promotions	6,430	6,216	6,000	6,500		
	53016	Risk Management Services	716	520	757	20,795		
	53017	Mileage Reimbursement	-		-	200		
	53018	Property Insurance	1,110	1,265	1,415	1,486		
	53019	General Liability - Insurance	667	486	681	715		
	53022	Auto Physical Damage-Insurance	-					
	53023	Auto Liability-Insurance	-					
	53092	Electric	4,141	3,543	5,000	5,000		
	53093	Water/Sewer/Stormwater	917	1,060	1,000	1,100		
	53094	Phone	-	221	1,000			
	54001	Supplies and Expenses	3,193	1,624	1,500	1,700		
	54003	Postage	342		300	360		
	54006	Computer Hardware/Software	1,519		1,500	1,500		
	54008	Computer Replacement	3,376	5,217	5,373	5,534		
	54014	Computer Maintenance	3,180	10,119	10,423	10,736		
	54013	Small Equipment	3,333		-			
	55001	Professional Services, contracts, contract incenti	67,673	69,236	100,000	200,000		
	55004	Leases	2,047	(157)	3,500	3,500		
		Repair and Maint Bldg	1,513	5,210	6,000	7,500		
	58106	Repair and Maintenance - Equipment	5,509	500	-			
		Utilities	-	-	-			
	58204	Buildings	-					
	59185	Transfer to AURA Ralston Fields	-	-	-			
	59188	Transfer to Olde Town	-	-	-			
		TOTAL EXPENSES	594,648	574,988	768,473	805,432		
		NET INCOME/(LOSS)	79,487	279,098	238,527	202,318		
		Fund Balance Beginning	-	436,685	715,783	954,310		
		Fund Balance Ending	\$ 436,685	\$ 715,783	\$ 954,310	\$ 1,156,628		

JEFFERSON CENTER - (POWER PLANT) - 2028									#####
2026 Budget									
Fund 84 - Division 1206									
	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2026 Proposed Budget			
	41102	Property Tax Increment	\$ 2,823,204	\$ 3,100,686	\$ 3,500,000	\$ 3,500,000			
	46102	Interest - Investments	-						
	47187	Transfer from Northwest (Candelas)	-	6,500	-	-			
		TOTAL REVENUE	2,823,204	3,107,186	3,500,000	3,500,000			
	53014	Contract Services	-	-	-				
	55001	Professional Services	42,348	46,510	50,000	50,000			
	55003	Contract Incentives	2,554,918	2,969,137	3,250,000	3,250,000			
	59180	Transfer to AURA	132,355	160,042	200,000	200,000			
		TOTAL EXPENSES	2,729,621	3,175,689	3,500,000	3,500,000			
		NET INCOME/(LOSS)	93,583	(68,503)	-	-			
		Fund Balance Beginning		68,856	353	353			
		Fund Balance Ending	\$ 68,856	\$ 353	\$ 353	\$ 353			
NORTHWEST ARVADA - (CANDELAS) - 2035									
2026 Budget									
Fund 87 - Division 1208									
	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2025 Proposed Budget			
	41102	Property Tax Increment	\$ 17,957,447	\$ 24,382,899	\$ 25,000,000	\$ 25,000,000			
	46102	Interest - Investments	-	-	-				
		TOTAL REVENUE	17,957,447	24,382,899	25,000,000	25,000,000			
	55001	Professional Services	269,362	365,743	375,000	375,000			
	55003	Contract Incentives	17,151,011	23,281,639	23,850,000	23,850,000			
	59180	Transfer to AURA	512,078	667,019	775,000	775,000			
	59184	Transfer to JCMD	-	-	-				
		TOTAL EXPENSES	17,932,451	24,314,401	25,000,000	25,000,000			
		NET INCOME/(LOSS)	24,996	68,498	-	-			
		Fund Balance Beginning		(61,003)	7,495	7,495			
		Fund Balance Ending	\$ (61,003)	\$ 7,495	\$ 7,495	\$ 7,495			

2026 Budget

Fund 84 - Division 1206

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	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2026 Proposed Budget		
	41102	Property Tax Increment	\$ 2,823,204	\$ 3,100,686	\$ 3,500,000	\$ 3,500,000		
	46102	Interest - Investments	-					
	47187	Transfer from Northwest (Candelas)	-	6,500	-	-		
		TOTAL REVENUE	2,823,204	3,107,186	3,500,000	3,500,000		
	53014	Contract Services	-	-	-			
	55001	Professional Services	42,348	46,510	50,000	50,000		
	55003	Contract Incentives	2,554,918	2,969,137	3,250,000	3,250,000		
	59180	Transfer to AURA	132,355	160,042	200,000	200,000		
		TOTAL EXPENSES	2,729,621	3,175,689	3,500,000	3,500,000		
		NET INCOME/(LOSS)	93,583	(68,503)	-	-		
		Fund Balance Beginning		68,856	353	353		
		Fund Balance Ending	\$ 68,856	\$ 353	\$ 353	\$ 353		

NORTHWEST ARVADA - (CANDELAS) - 2035

2026 Budget

Fund 87 - Division 1208

	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2025 Proposed Budget
	41102	Property Tax Increment	\$ 17,957,447	\$ 24,382,899	\$ 25,000,000	\$ 25,000,000
	46102	Interest - Investments	-	-	-	
		TOTAL REVENUE	17,957,447	24,382,899	25,000,000	25,000,000
	55001	Professional Services	269,362	365,743	375,000	375,000
	55003	Contract Incentives	17,151,011	23,281,639	23,850,000	23,850,000
	59180	Transfer to AURA	512,078	667,019	775,000	775,000
	59184	Transfer to JCMD	-	-	-	
		TOTAL EXPENSES	17,932,451	24,314,401	25,000,000	25,000,000
		NET INCOME/(LOSS)	24,996	68,498	-	-
		Fund Balance Beginning		(61,003)	7,495	7,495
		Fund Balance Ending	\$ (61,003)	\$ 7,495	\$ 7,495	\$ 7,495

RALSTON FIELDS - 2028									
2026 Budget									
Fund 85 - Division 1207									
	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2026 Proposed Budget			
	41102	Property Tax Increment	\$ 3,108,667	\$ 3,890,712	\$ 4,720,000	\$ 4,500,000			
	41302	Sales Tax increment	1,387,511	1,392,532	3,100,000	3,100,000			
	42202	Public Improvement Fee	1,682,535	1,700,814	-				
	46102	Interest - Investments	146,477	119,707	-	90,000			
	46503	Recovered Costs	998,063		1,000,000				
	47189	Transfer from Village commons	600,000						
	49007	Gain/Loss on property	(1,002,467)						
	49101	Proceeds from Note	-	12,000,000	-				
		TOTAL REVENUE	6,920,786	19,103,765	8,820,000	7,690,000			
	53091-95	Utilities	7,725	5,697	500	500			
	53014	Contract Services	-	26,717	360,000				
	55001	Professional Services	62,336	1,080,724	75,000	75,000			
	53013	Licenses and fees	230,090	6,603					
	55003	Contract Incentives	8,118,722	8,533,805	852,500	3,245,000			
	55101	loans	25,394	8,715,190					
	56001	Principal	499,910	514,674	530,348	4,623,013			
	56002	Interest	91,477	279,856	69,652	476,987			
	58103	Repair and Maintenance -Land	8,030		1,200				
	58202	Capital Improvement (CIP)	251,311	3,763,270	2,000,000	2,000,000			
	58180	Transfer to AURA	-	-					
	58204	Buildings	-	-	-				
		TOTAL EXPENSES	9,294,995	22,926,537	3,889,200	10,420,500			
		NET INCOME/(LOSS)	(2,374,209)	(3,822,772)	4,930,800	(2,730,500)			
		Fund Balance Beginning	-	6,414,978	2,592,206	7,523,006			
		Fund Balance Ending	\$ 6,414,978	\$ 2,592,206	\$ 7,523,006	\$ 4,792,506			
OLDE TOWN ARVADA - 2035									
2026 Budget									
Fund 88- Division 1209									
	OBJECT	DESCRIPTION	2023 ACTUAL	2024 Actual	2025 BUDGET	2026 Proposed Budget			
	41102	Property Tax Increment	\$ 1,043,379	\$ 1,297,165	\$ 1,443,905	\$ 1,618,000			
		Interest	\$ 22,249	\$ 51,972	\$ 40,000	\$ 40,000			
	41302	Sales Tax	841,820	791,208	950,000	895,000			
	41602	Lodging Tax		99,924	108,000	108,000			
	42202	Public Improvement		507,196		540,000			
	46201	Recovered cost	-		-	36,750			
	47180	Transfer from AURA GF	-	-					
		TOTAL REVENUE	1,907,448	2,747,465	2,541,905	3,237,750			
	53014	Contract Services	52,705	133,068	400,000	120,000			
	53093	Water/Sewer/Stormwater	-	97					
	55001	Professional Services	17,458	69,348	70,000	70,000			
	55003	Contact Incentives	1,015,569	2,245,955	1,500,000	2,203,000			
	58103	Repair and Maintenance	174						
	58204	Buildings	593,091						
	58202	Capital Improvement (CIP)	64,008		2,750,000	3,500,000			
		TOTAL EXPENSES	1,743,005	2,448,468	4,720,000	5,893,000			
		NET INCOME/(LOSS)	164,443	298,998	(2,178,095)	(2,655,250)			
		Fund Balance Beginning	-	2,636,428	2,935,426	757,331			
		Fund Balance Ending	\$ 2,636,428	\$ 2,935,426	\$ 757,331	\$ (1,897,919)			

VILLAGE COMMONS - 2033										
2026 Budget										
Fund 89 - Division 1210										
	OBJECT	DESCRIPTION			2023 ACTUAL		2024 Actual		2025 BUDGET	2026 Proposed Budget
	41102	Property Tax Increment			\$ 327,269		\$ 302,258		\$ 280,000	\$ 300,000
	41302	Sales Tax			260,140		238,270		228,000	192,000
	41602	Lodging Tax			122,928		134,230		127,200	107,000
	46102	Interest - Investments			12,738		53,964		40,000	44,000
		TOTAL REVENUE			723,075		728,721		675,200	643,000
	55001	Professional Services			4,909		4,534		6,500	6,500
	55101	Loans			-					
	55003	Contract Incentives			140,234		71,073		-	-
	56001	Principal			149,464		151,706		153,982	156,291
	56002	Interest			18,882		16,665		14,365	12,055
	59180	Transfer to AURA			600,000					
		TOTAL EXPENSES			913,489		243,978		174,847	174,846
		NET INCOME/(LOSS)			(190,414)		484,743		500,353	468,154
		Fund Balance Beginning			-		1,271,114		1,755,857	2,256,210
		Fund Balance Ending			\$ 1,271,114		\$ 1,755,857		\$ 2,256,210	\$ 2,724,364

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PUBLIC NOTICES

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Public Notice

**NOTICE OF PUBLIC HEARING
ON THE PROPOSED 2026 BUDGET
AND NOTICE OF PUBLIC HEARING
ON THE AMENDED 2025 BUDGET**

Legal Notice NO. Jeff 1759 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

Public Notice

**NOTICE CONCERNING HEARING
ON PROPOSED 2026 BUDGET
OF PARK RIDGE SUBDISTRICT
OF WEST POINT
METROPOLITAN DISTRICT**

NOTICE is hereby given to all interested parties that (i) a proposed budget has been submitted to the Board of Directors (the "Board") of Park Ridge Subdistrict of West Point Metropolitan District (the "District") for the ensuing year of 2026; (ii) that a copy of such proposed 2026 Budget has been filed in the office of the District's accountant, 304 Inverness Way South Suite 490, Englewood, CO 80112, where the same are open for public inspection; and (iii) that approval of a Resolution to Adopt Budget, Appropriate Funds and Set Mill Levy for 2026 and approval of a Resolution to Amend the 2025 Budget will be considered at public hearings considered at a public hearing of the Board via Zoom:

<https://us06web.zoom.us/j/31997930507p-wd-b6PqmvV2LtpggxUWVJd7zzHga-poFED?from=63768799803>; Meeting ID: 319 979 3050 or call-in: (719) 359 4680 on November 11, 2025, at 3:00 p.m.

Any elector within the District may, at any time prior to the final approval of the Resolution to Adopt Budget for 2026, inspect the budget and file or register any objections thereto.

WEST POINT METROPOLITAN DISTRICT
By: /s/ Steve Fox, Chair

Legal Notice NO. Jeff 1749 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

Public Notice

**NOTICE CONCERNING HEARING
ON PROPOSED 2025 BUDGET
AMENDMENT AND 2026 BUDGET OF
WEST POINT METROPOLITAN DISTRICT**

NOTICE is hereby given to all interested parties that (i) a proposed budget has been submitted to the Board of Directors (the "Board") of West Point Metropolitan District (the "District") for the ensuing year of 2026; (ii) the necessity has arisen to amend the District's 2025 Budget; (iii) that copies of such proposed 2026 Budget and 2025 Amended Budget have been filed in the office of the District's accountant, 304 Inverness Way South Suite 490, Englewood, CO 80112, where the same are open for public inspection; and (iv) that approval of a Resolution to Adopt Budget, Appropriate Funds and Set Mill Levy for 2026 and approval of a Resolution to Amend the 2025 Budget will be considered at public hearings of the Board via Zoom:

<https://us06web.zoom.us/j/31997930507p-wd-b6PqmvV2LtpggxUWVJd7zzHga-poFED?from=63768799803>; Meeting ID: 319 979 3050 or call-in: (719) 359 4680 on November 11, 2025, at 3:00 p.m.

Any elector within the District may, at any time prior to the final approval of the Resolution to Adopt Budget for 2026 and approval of the Resolution to Amend the 2025 Budget, inspect the budgets and file or register any objections thereto.

Legal Notice NO. Jeff 1748 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

NOTICE OF FINAL SETTLEMENT

Notice is hereby given that disbursements in final settlement will be issued by the Finance Director at 10:00 a.m., November 4, 2025 to Colorado Designscapes, Inc. for work related to Project No. Marge Roberts Playground and Park Renovation CSB 24-VCN-008 and performed under that contract dated March 19, 2024 for the City of Arvada.

Any person, co-partnership, association of persons, company or corporation that furnished labor, material, drayage, sustenance, provisions or other supplies used or consumed by said contractor or his sub-contractors in or about the performance of the work contracted to be done by said Colorado Designscapes, Inc. and its claim has not been paid, may at any time on or prior to the hour of the date above stated, file with the Finance Director of the City of Arvada at City Hall, a verified statement of the amount due and unpaid on account of such claim.

**Dated this October 10, 2025
CITY OF ARVADA**
/s/ Kristen Rush, City Clerk

Legal Notice No. Jeff 1756 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

Public Notice

NOTICE OF FINAL SETTLEMENT

Notice is hereby given that disbursements in final settlement will be issued by the Finance Director at 10:00 a.m., November 4, 2025 to SMH West, LLC for work related to Project No. 12-Inch Water Main - (Zone 5) Indiana Street 23-WA-20 and performed under that contract dated August 20, 2024 for the City of Arvada.

Any person, co-partnership, association of

persons, company or corporation that furnished labor, material, drayage, sustenance, provisions or other supplies used or consumed by said contractor or his sub-contractors in or about the performance of the work contracted to be done by said SMH West, LLC and its claim has not been paid, may at any time on or prior to the hour of the date above stated, file with the Finance Director of the City of Arvada at City Hall, a verified statement of the amount due and unpaid on account of such claim.

**Dated this October 8, 2025
CITY OF ARVADA**
/s/ Kristen Rush, City Clerk

Legal Notice No. Jeff 1755 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

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, 2025:

Ordinance #4907 An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges.

Ordinance #4908 An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges, and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater User Rates.

Ordinance #4909 An Ordinance Prohibiting the Installation of Graywater Treatment Works and the Use of Graywater within the City of Arvada.

Ordinance #4910 An Ordinance Appropriating Funds for Fiscal Year 2026.

Ordinance #4911 An Ordinance Certifying the City of Arvada Mill Levy for 2025 for the Board of County Commissioners for Jefferson and Adams Counties.

Legal Notice No. Jeff 1757 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

Public Notice

**ARVADA URBAN
RENEWAL AUTHORITY
NOTICE OF PUBLIC HEARING
BUDGET FOR FISCAL YEAR 2026**

The Arvada Urban Renewal Authority Board of Commissioners will hold a Public Hearing to consider the adoption of its 2026 Budget on Wednesday, November 5, 2025, at 4:00 p.m. at 5603 Yukon Street, Suite B, Arvada, Colorado.

The proposed 2026 Budget is available for inspection by any interested elector during normal business hours at the Arvada Urban Renewal Authority office at 5603 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 2026 Budget at any time prior to its final approval scheduled for November 5, 2025, by emailing cbrescoe@arvada.org or calling 720.898.7060.

Legal Notice No. Jeff 1758 (Arv)
First Publication: October 23, 2025
Last Publication: October 23, 2025
Publisher: Arvada Press

RESOLUTION AR-25-12

A RESOLUTION APPROPRIATING THE
ARVADA URBAN RENEWAL AUTHORITY
BUDGET FOR FISCAL YEAR 2026

WHEREAS, the Arvada Urban Renewal Authority (AURA) approved its proposed budget for fiscal year 2026 by adopting AURA Resolution AR-25-11;

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

Section 1. AURA hereby makes the following appropriation for its 2026 budget:

- A. Total appropriation (all funds): \$ 45,793,778
- 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	\$	805,432
2) Ralston Fields	\$	10,420,500
3) Jefferson Center	\$	3,500,000
4) Northwest Arvada	\$	25,000,000
5) Olde Town Arvada	\$	5,893,000
6) Village Commons	\$	174,846

INTRODUCED AND ADOPTED this 5th day of November, 2025.

Paul Bunyard, Chair

ATTEST:

Carrie Briscoe, Executive Director

APPROVED AS TO FORM:

Legal Counsel

Date

ARVADA URBAN RENEWAL AUTHORITY

AGENDA INFORMATION SHEET

Agenda No.: Item 7A
Meeting Date: November 5, 2025
Title: Yukon Street Improvements Change Order 2

ACTION PROPOSED: Approve

BACKGROUND:

In September 2024, AURA entered into a professional services agreement with Wilson & Company, Inc., Engineers & Architects, to advance the Yukon Streetscape project from schematic design through construction documentation and bidding. This project supports the Olde Town Strategic Reinvestment Plan, adopted by the City Council in 2023, which sets a 20-year vision for Olde Town, including enhanced streetscapes and improved pedestrian amenities along Yukon Street.

The original contract, approved in September 2024, totaled \$347,500. Since then, one change order has been executed administratively:

Change Order No. 1 (March 2025): Added drainage design services after reviewing existing site conditions, which revealed that green infrastructure would not provide sufficient impact to justify implementation at this location. The amendment included storm sewer piping, two inlets, and underdrains, at a cost of \$25,000.

Following submission to the City for review, it was determined that the design did not fully satisfy drainage requirements. Specifically, proposed bulbouts at 57th Avenue and Grandview Avenue reduced drainage performance. While the additional drainage from Change Order 1 improved conditions, it was insufficient to meet City standards. Given the flat grades throughout Olde Town, addressing drainage effectively would require extending improvements well beyond the project area.

As an alternative, AURA collaborated with the City Engineer and Development Review Engineer to explore trench drains as a means to convey stormwater and maintain flow rates comparable to existing conditions. The wider sidewalks and bulbouts included in the design remain the primary factors impacting drainage, requiring additional localized solutions to maintain adequate flow.

INFORMATION ABOUT THE ITEM:

Change Order No. 2 addresses the alternative drainage solution and associated project changes that emerged late in the design process. The City does not have existing standards for trench drains, so Wilson & Company worked with City engineers over several months to evaluate specifications, feasibility, and design. Additional potholing, utility coordination, and pedestrian lighting were also added.

Additional Design Work:

String Lighting Design: Twinkle/string lighting along Yukon Street, including outlet placement, anti-vandalism measures, and coordination with utilities and landscaping. Cost: \$8,320.

Requested Drainage Design: Conversion from surface solutions to underground/piped infrastructure, flow line updates, basin delineation, trench drain design, bulbout and inlet design, grading adjustments, and utility coordination. Subtotals:

Trench drain design: \$15,740

Bulbout area inlet design: \$7,130

West Yukon inlet design: \$8,950

Modeling and grading updates: \$6,330

Potholing and utility coordination: \$10,000

Bid document updates: Variance discussions, quality checks, specification updates, cost estimate updates, and sheet production/formatting. Cost: \$18,770

Total Requested Additional Compensation for Change Order 2: \$75,240

Total Wilson & Co Contract: \$447,740

FINANCIAL IMPACT: \$75,240

STAFF RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: I move to approve Resolution AR-25-13, a resolution of the Board of Commissioners of AURA approving change orders to the lump sum owner-engineer agreement between Wilson & Company, Inc., Engineers & Architects, and the Authority in the total amount of \$75,240

RESOLUTION AR-25-13

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN
RENEWAL AUTHORITY APPROVING CHANGE ORDERS TO THE LUMP SUM
OWNER-ENGINEER AGREEMENT BETWEEN WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS AND THE AUTHORITY IN THE TOTAL AMOUNT OF
\$75,240**

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

Section 1. The Board of Commissioners hereby approves change orders to the Lump Sum Owner-Engineer Agreement between Wilson & Company, Inc., Engineers & Architects and the Authority for the additional string light and drainage design services and updates to the bid documents for the Yukon Street Improvements Project in the total amount of \$75,240, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, for a total contract amount of \$447,740.

DATED this ____ day of _____, 2025.

Paul Bunyard, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel

October 9, 2025

Arvada Urban Renewal Authority

Attn: Carrie Briscoe
5603 Yukon Street, Ste. B
Arvada, CO 80002

Re: Yukon Street Improvements - Request for additional compensation

There have been changing requirements on this project which have impacted our project budget at a late point in the design process. We respectfully request your consideration of the following in support of our request for additional compensation to complete the project.

Below is a timeline of the originally agreed upon set of parameters for the "Olde Town Arvada - Yukon Street" project.

- On 12/2/2024 We discussed the flow lines and grading along the corridor where the design was to use existing flow lines along Grandview and Yukon and 57th street except at the bulbouts so that drainage patterns stayed the same/were improved upon. This plan was agreed to and formalized by the AURA board and was discussed with the project team on 12/12/24 as the direction of the project.
- Wilson designed the corridor as discussed and submitted plans on 3/14/25.
- Comments were received 4/23/25 and a meeting was scheduled to resolve comments on 5/20/25. During comment resolution the issues with meeting Arvada design criteria were discussed since existing conditions didn't meet design criteria. We discussed that it would require impacting flowline? grades along multiple city blocks to accommodate this request.
- Wilson implemented flow line and ramp grade changes to try and accommodate Arvada design criteria where reasonable while trying to stick to original design intent.
- A comment resolution meeting was then scheduled with Jake Sawaya and Danny Sommer 6/16/25 to review the variances. After review on 6/24/25 they agreed that matching existing conditions were still difficult and wanted to discuss with leadership.
- On 7/16/25, a meeting with Don Oliphant occurred where it was discussed adding inlets to Yukon Street along the East and West portions of the roadway rather than change grades in the area to improve drainage. A trench drain exhibit was shared on 7/30/25 and this design direction was approved to be explored on 8/25/25.

These changes have required additional coordination efforts, analysis and exhibits, and will require additional design. The following defines these additional efforts with associated costs which are broken out in further detail on the attached:

i. String Light Design

On April 4th, 2025 design of twinkle/string lighting along the Yukon St corridor from 57th to Grandview Ave was discussed and asked to move forward with cost information and anti-vandalism measures for the outlet boxes to add to the pedestrian lighting that was previously scoped along the corridor. Discussions with the manufacturer about structural design and non-structural solutions, design of additional outlets, coordinating utilities, meetings and design discussions between landscaping team and electrical team occurred to facilitate the design.

String Light Total: \$8,320

ii. Requested Drainage Design

Design of additional drainage facilities along Yukon St and the surrounding intersections was requested to change from a value engineered surface solution to one that was placed underground/piped to existing drainage infrastructure.

- Updating flow line design from existing conditions to meet 0.5% minimums. Tributary basin delineation from the locations of the proposed improvements. Sizing the trench drain for the respective basin. Developing design variances for the pipe sizes and depths. Regrading and stabilization of existing conditions to fit proposed improvements. Updating the drainage memo to show newly delineated areas and proposed design. Rational method analysis. Updating and providing new plan sheets for all plan and profile changes. Coordinating the grading and design efforts with the civil team.

- Trench drain design including preliminary layouts, research and coordination with manufacturers.

Trench Drain Design Subtotal: \$15,740

- Bulb-out area drain and piping design.

Bulb-out Area Inlet Design Subtotal: \$7,130

- West Yukon flow line inlet design.

West Yukon Inlet Design Subtotal: \$8,950

- Updating grading and impact limits within the corridor, updating curb ramp design, and meetings for design coordination. Updating Stormwater plans to reflect changes in design.

Modeling Design Subtotal: \$6,330

- Potholing and Utility Coordination.

Potholing/Utility Coordination Subtotal: \$10,000

iii. Updates to Bid Documents

Meetings to discuss variance to design standard with city staff, meetings with staff and design review quality checks, and coordination of reference files. Updates to cost estimate, project specifications, and production/formatting of sheets.

Bid Package Update: \$18,770

Total change request for i,ii, and iii: \$75,240

Assumptions:

The cost of these requested changes assumes that this design submittal will be the last formal submittal to the city minus minor changes/stamping final documents. For the drainage design considerations, it also assumes that the project has the necessary survey information for the proposed improvements. It assumes that design variances for the proposed drainage infrastructure will be approved due to the flat grades in the area. It assumes that the downstream pipe capacity is sufficient, and no additional calculations or verifications will be required for pipe capacity. It assumes no detailed hydraulic analysis of the proposed requested drainage improvements. It assumes the currently scoped bid services and design services are sufficient and no additional support is required.

I am happy to discuss the information above. Please let me know if you have any questions or if I can provide any additional information.

Sincerely,

WILSON & COMPANY



Dylan Hesse, PE
Project Manager

Cc: Marc Devos, PE

ARVADA URBAN RENEWAL AUTHORITY

AGENDA INFORMATION SHEET

Agenda No.: Item 8A
Meeting Date: November 5, 2025
Title: 58th Avenue Streetscape Project

ACTION PROPOSED: Approve

BACKGROUND: AURA posted an RFB for construction of the 58th Avenue streetscape improvements on August 29, 2025. A public bid opening was held at AURA's office on September 30, 2025; four bids were submitted. Bids for the project ranged from \$774,491.75 to \$1,504,764.

INFORMATION ABOUT THE ITEM:

Triple M Construction was the lowest bid received among the four, with a total cost of \$774,491.75 for construction. AURA staff contacted the references included in Triple M Construction's proposal, including one with the City of Arvada, and received positive reviews. As Triple M Construction's proposal represents the lowest qualified bid among the four, AURA staff is recommending their selection for the 58th Avenue Streetscape Project.

PROJECT TIMELINE:

Triple M Construction has already been issued an Intent to Award for the project. If the Board approves this agreement, a Notice to Proceed will then be issued, with construction beginning shortly thereafter. The agreement states that construction must be completed by March 31, 2026.

FINANCIAL IMPACT: \$774,491.75

STAFF RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: I move that approve Resolution AR-25-14, a resolution of the Board of Commissioners of the Arvada Urban Renewal Authority Approving An Agreement With Triple M Construction LLC For Streetscape Improvements Along 58th Avenue In An Amount Not To Exceed \$774,491.75.

RESOLUTION AR-25-14

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN
RENEWAL AUTHORITY APPROVING AN AGREEMENT WITH TRIPLE M
CONSTRUCTION LLC FOR STREETScape IMPROVEMENTS ALONG 58TH
AVENUE IN AN AMOUNT NOT TO EXCEED \$774,491.75**

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

Section 1. The Arvada Urban Renewal Authority hereby approves the proposal from Triple M Construction in an amount not to exceed \$774,491.75 for construction services along 58th Avenue, attached hereto as **Exhibit A**, and authorizes the Chair to execute an Agreement on behalf of the Authority.

DATED this ____ day of _____, 2025.

Paul Bunyard, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel

**AN AGREEMENT BY AND BETWEEN THE ARVADA URBAN
RENEWAL AUTHORITY AND
TRIPLE M CONSTRUCTION FOR THE 58th
AVENUE NORTH STREETSCAPE
IMPROVEMENTS IN AN AMOUNT NOT TO
EXCEED \$774,491.75**

This Agreement made this fifth day of November 2025 by and between the Arvada Urban Renewal Authority, a home rule municipal corporation (“Arvada Urban Renewal Authority” and/or “AURA” and Triple M Construction LLC, a Colorado Limited Liability Company (“Contractor”).

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the 58th Avenue North Streetscape described in the Contract Documents relating to 25-AURA-001, issued August 29, 2025, (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within one-hundred-and-forty-six (146) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by March 31, 2026, after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **\$774,491.75** for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada Urban Renewal Authority’s Request for Bid the 58th Avenue Streetscape Improvements.
 - B. Bid Exhibits (if any);
 - C. Bid Addenda (if any);
 - D. Contractor’s Response to Bid, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications;
 - J. Project special provisions prepared or issued by Arvada Urban Renewal Authority (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by Arvada Urban Renewal Authority (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule, and partial payments will

be made accordingly NET 15 but no later than NET 30.

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. 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.

12. BINDING EFFECT. This 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 paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

13. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

14. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

15. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously

furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

16. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

**ARVADA URBAN RENEWAL AUTHORITY,
COLORADO**

5603 Yukon St, Suite B, Arvada, CO 80002

ATTEST/WITNESS:

Arvada Urban Renewal Authority

APPROVED AS TO FORM:

Corey Hoffmann, Arvada Urban Renewal Authority Attorney

By: _____

CONTRACTOR

Name:

Title:

ARVADA URBAN RENEWAL AUTHORITY AGENDA INFORMATION SHEET

Agenda No.: Item 8B
Meeting Date: November 5, 2025
Title: Independence Street Streetscape Project

ACTION PROPOSED: Approve

BACKGROUND: The AURA Board previously decided to not move forward on a reimbursement agreement with Brixmor that, among other things, would have constructed pedestrian improvements along the east side of their property along Independence Street. After deciding not to move forward with Brixmor's proposal, the Board directed staff to pursue these pedestrian improvements independently. To eventually construct these improvements, landscape and civil engineering designs are needed.

INFORMATION ABOUT THE ITEM:

AURA staff reached out to Norris Design and Kimley-Horn for design services for this project due to their familiarity with the area from the 58th Avenue streetscape project. Proposals were received from both organizations for their respective services, with a total design cost amounting to \$110,100. This cost includes civil engineering and two landscape design options. The two landscape design options were at the Board's request, with one design using traditional landscaping similar to what was previously proposed by Brixmor, and the other design utilizing attractive hardscaping should irrigation prove to be too costly.

PROJECT TIMELINE:

If the Board approves this agreement, Norris and Kimley-Horn will begin their designs, with an estimated completion in late Q1 or early Q2 2026. After the completion of the designs, AURA staff will publish an RFB to construct the improvements along Independence Street.

FINANCIAL IMPACT: \$110,100

STAFF RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: I move that approve Resolution AR-25-15, a resolution of the Board of Commissioners of the Arvada Urban Renewal Authority Approving A Professional Services Agreement With Norris Design Inc. and Kimley-Horn and Associates Inc. for Streetscape Improvements Along Independence Street In An Amount Not To Exceed \$110,100

RESOLUTION AR-25-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN RENEWAL AUTHORITY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NORRIS DESIGN INC. AND KIMLEY-HORN AND ASSOCIATES, INC. FOR STREETScape IMPROVEMENTS ALONG INDEPENDENCE STREET IN AN AMOUNT NOT TO EXCEED \$110,100

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

Section 1. The Arvada Urban Renewal Authority hereby approves the proposal from Norris Design Inc. in an amount not to exceed \$19,700 for landscape design services along Independence Street, attached hereto as **Exhibit A**, and authorizes the Chair to execute an Agreement on behalf of the Authority.

Section 2. The Arvada Urban Renewal Authority hereby approves the proposal from Kimley-Horn and Associates Inc in an amount not to exceed \$90,400 for engineering design services along Independence Street, attached hereto as **Exhibit B**, and authorizes the Chair to execute and Agreement on behalf of the Authority.

DATED this ____ day of _____, 2025.

Paul Bunyard, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel



October 14, 2025

Arvada Urban Renewal Authority
Carrie Brisco
5603 Yukon St B,
Arvada, CO 80002

ARVADA PLAZA STREETScape

Arvada, CO

PROJECT DESCRIPTION

Arvada Plaza is an existing shopping center at the northwest corner of 58th Avenue and Independence Street in Arvada, CO. The shopping center perimeter ROW areas are the subject of a proposed design exploration, looking to strengthen the pedestrian condition. The shopping center is located within the Ralston Creek revitalization area as designated by the Arvada Urban Renewal Authority (AURA).

SCOPE OF WORK

TASK 1 – PROJECT COORDINATION AND MEETINGS

Norris Design will provide overall project coordination and meet with the Client and other team consultants at designated team coordination meetings as deemed necessary by the project team. These meetings will relate to on-going planning matters that may occur on a regular basis. Norris Design will also meet with City staff, the Client, and other team consultants at designated City meetings as deemed necessary by the Client or City process. This task assumes a project duration of 12 months. If coordination and on-going meetings extend beyond this time, additional fee will be required.

TASK 2 – CONCEPTUAL DESIGN PACKAGE

Norris Design will explore conceptual options for the area in question, developing an illustrative package to present two key directions. The first direction assumes the ability to bring irrigation to the area enabling the streetscape to support a planting palette. The second direction assumes no such ability and shall propose design interventions within an inherently xeric setting.

Deliverables include:

- Illustrative concept package composed of a plant-forward approach and a hardscape-forward approach.
 - Client to select a single option to be refined and developed in proceeding tasks

TASK 3 – DESIGN DEVELOPMENT & SITE PLAN AMENDMENT

Per the requirements of the Site Plan submittal review by the City of Arvada, Norris Design shall prepare a Site Plan Amendment including a landscape plan, notes, and details for the selected conceptual direction. As applicable, the landscape plan shall include plant materials and locations, plant schedule, calculations, hardscape finishes, fixtures, and additional design elements pertinent to the streetscape. The landscape plan shall follow City of Arvada code and Ralston Creek streetscape revitalization concept.

This task includes preparation of, and minor revisions to, the plans during the City review process. This scope includes three submittals to the City for administrative approval within an estimated ten (10) week duration.

Deliverables include:

- Landscape Plans, Notes, and Details for submittal to City of Arvada
 - Plans to be utilized for Design Development



TASK 4 – LANDSCAPE AND HARDSCAPE CONSTRUCTION DOCUMENTS

Norris Design shall also then refine the City approved Landscape Plans into a fully biddable and buildable construction documentation format. If changes are requested after City approval, additional fee will be required.

Anticipated work products include:

Deliverables include:

- Landscape / Planting Construction Documents (landscape plans, notes, schedules, and details)
- Hardscape Construction Documents (notes, schedules, and details)
- Landscape and Technical Specifications
- Anticipated Document Issues:
 - 75% Construction Documents
 - 100% Construction Documents

OPTIONAL TASK 5 – IRRIGATION CONSTRUCTION DOCUMENTS

Norris Design shall also then undergo the coordination and design development necessary to draft irrigation construction documentation to service the City approved Landscape Plans. These documents shall form a fully biddable and buildable construction documentation set. If changes are requested after City approval, additional fee will be required. Anticipated work products include:

Deliverables include:

- Irrigation Construction Documents (irrigation plans, notes, schedules, and details)
- Irrigation technical Specifications
- Anticipated Document Issues:
 - 75% Construction Documents
 - 100% Construction Documents

AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide Norris Design with the following information or services as required for the performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. To begin work, we may require the following information.

1. Soils/Geology Reports
2. Surveying
3. ALTA Survey
4. Aerial Photography
5. Phase I or Other Environmental Site Assessment Report
6. Topographic Survey
7. Traffic Study
8. AutoCAD base of existing conditions

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.



1. Illustrative Graphics (other than those identified within this agreement)
2. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc.)
3. Construction Bidding
4. Construction Administration
5. Entitlements/Site Plan Processing
6. Permitting
7. Property owner negotiation

C. Definitions

The following definitions are provided to give a clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules, and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents, and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document, or total task item

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work monthly based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.



8. Past due invoices shall be assessed as a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive, or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments, or other third-party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the right to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design maintains a policy of supplying single layered graphics files and videos for the client's unrestricted use and retaining the layered files and 3D models under intellectual property rights.
18. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
19. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
20. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
21. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
22. Either party may terminate this agreement upon 30 days' written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for, and Client shall pay all fees and costs for tasks completed at time of termination.
23. If any part of this agreement shall be considered unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.



B. Specific Terms

1. Any project schedule(s) included in this scope of work will only be used to guide the team during the process based on the best information available to the team. Milestone dates on the project schedule will be identified as goals for the team to attain. Periodic changes to the schedule are typical and should be anticipated by the client. Due to circumstances beyond control, Norris Design does not guarantee that specific dates in this proposal or on the schedule will be met.
2. Assisting with design grading includes only landscape design grading for enhancement of the project. Norris Design will also review the proposed overall grading to help identify conflicts and recommend possible solutions. The Civil Engineer is ultimately responsible for the final construction grading plans that provide the correct drainage for the site.

C. Standard Hourly Rates

Principal	\$150.00 - \$260.00/Hour
Senior Staff Member	\$110.00 - \$150.00/Hour
Staff Member	\$ 85.00 - \$110.00/Hour
Clerical	\$ 70.00 - \$85.00/Hour

D. Fee Schedule

Task 1 – Project Coordination & Meetings	\$ 1,800
Task 2 – Conceptual Design Package	\$1,900
Task 3 – Design Development & Site Plan Amendment	\$8,000
Task 4 – Landscape and Hardscape Construction Documents	\$8,000

Total Fee Estimated Not to Exceed \$ 19,700
(Excluding Expenses)

Optional Task 5 –Irrigation Construction Documents \$2,500

E. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

NORRIS DESIGN, INC.

AURA

Name
Principal

Name

Title
10/14/2025

Title

Date

Date



October 24, 2025

Ms. Carrie Briscoe
Executive Director
Arvada Urban Renewal Authority
5603 Yukon Street, Suite B
Arvada, CO 80002

**RE: *Letter Agreement for Professional Services for
Arvada Urban Renewal Authority (AURA) Streetscape Improvements
Arvada, Colorado***

Dear Ms. Briscoe:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope and fee letter agreement (the "Agreement") to **Arvada Urban Renewal Authority** (the "Client" or "AURA") for providing professional consulting services for the proposed streetscape improvements located along the western frontage of Independence Street from the Independence Street and W. 58th Avenue intersection, extending north approximately 410 LF, excluding the Jiffy Lube Site, within the City of Arvada, CO (the "Site").

PROJECT UNDERSTANDING

It is understood the Client desires design and construction services to support the Project anticipated to consist of approximately 410 LF of streetscape improvements along the western frontage of Independence Street. The improvements will commence at the NW property corner of the Jiffy Lube and extend north along the Arvada Plaza development. The Project is anticipated to protect the existing curb and gutter in place and remove the attached walkway to propose an 8' tree lawn and 8' detached walkway.

Kimley-Horn has relied upon the following understanding or assumptions in preparation of this Agreement. If the Project deviates from these assumptions or the previously stated understanding, execution of an amendment for the change in scope will be required prior to performance of those services:

- All proposed improvements will be located within public right-of-way or within public access easements within private properties.
- Private parking lots and walks from the proposed public sidewalk to the private properties will be designed to be adjusted as needed to support the detached public walk and to maintain accessible routes.
- Roadway improvements to Independence Street are not anticipated or included in this scope.
- Pavement recommendations will be provided by others as needed.
- Below-grade wet and dry utilities will not need to be relocated to support proposed tree planting relocations.

- Existing storm sewer inlets and fire hydrants will be protected in place. Sidewalk chases will be removed and reset to maintain drainage patterns.
- Existing traffic signal at the entrance to the King Soopers parking lot will be protected in place and the proposed detached walkway and accessible ramps will be located to accommodate the existing traffic signal locations.
- Existing monument sign relocations as needed will be designed and coordinated with property owners by others.
- Written specifications will not be required.

The Project is anticipated to be proceed as noted below, and this process generally consists of the following steps:

- Pre-Application
- Site Plan
- Civil Construction Documents
- Drainage Conformance Letter
- Construction Phase Services

The Client will retain the services of a Landscape Architect, Contractor, and other professionals as may be required for the Project (the "Project Team") to prepare the required submittal materials to the City.

This Agreement has been prepared without the benefit of participating in a Pre-Application meeting. Project approach and timelines may change based on specific input from the City of Arvada (the "City"). Additional items that have not been anticipated or included in this scope can be provided as an amendment to this Agreement. All plan submittals, coordination, and approvals are anticipated to be through the City and this scope does not include submittals, coordination, or approvals by outside agencies unless specifically noted below.

Based upon our Project Understanding, the following is our anticipated Scope of Services.

SCOPE OF SERVICES

Task 1 – Limited Due Diligence and Pre-Application Preparation

Kimley-Horn will provide limited evaluations and document preparation consisting of the following and will coordinate with the Project Team, AURA, City Staff, and Client in the pre-application phase of the Project to confirm City requirements with each applicable City Department.

- General review of the existing infrastructure within and adjacent to the site based on As-Built plans provided by the City or Client, publicly available documentation, or historic survey data provided by the Client.
- A conceptual site plan exhibit with an aerial background which will identify location of perimeter fencing, vehicle gate access, emergency access, and access and utility easement locations.

The Client may use the due diligence information provided, but this info should not be used as the sole basis for the Client's decision making. We will endeavor to research the items identified above as well

as site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. Our assessment is based in large part on information provided to us by others (City, District, Authority, Agency, and Utility Providers) and therefore is only as accurate and complete as the information provided to us.

Task 2 – Site Plan

Kimley-Horn will prepare the deliverables listed below for a Site Plan submittal to the City in accordance with the published City requirements as of the date of the Agreement. All plan submittals, coordination, and approvals are anticipated to be through the City and this scope does not include submittals, coordination, or approvals by outside agencies, except by City referral. Kimley-Horn will prepare the deliverables as noted below:

- Overall Site Plan
- Detailed Site Plan (up to 3 sheets)

Kimley-Horn will provide the materials as noted above in PDF format of plans to the Client to collate and submit to the City electronically. This task consists of the initial preparation of the plans for submittal to the City and responses or revisions to the plans to address up to two (2) sets of reasonable City comments therefore, up to two (2) re-submittals are anticipated. Kimley-Horn will provide responses to the applicable City-provided review comments for each submittal and provide to the Client to incorporate into the combined response letter. Meetings attended in support of completion of this task will be performed as a part of Task 5.

Task 3 – Civil Construction Documents

Kimley-Horn will prepare the deliverables for the Civil Construction Document submittal to the City which consists of the following. All plan submittals, coordination, and approvals are anticipated to be through the City and this scope does not include submittals, coordination, or approvals by outside agencies, except by City referral. This task will consist of the preparation of the following sets of construction documents in accordance with the published City requirements as of the date of this Agreement.

- Cover Sheet
- General Notes
- Existing Conditions and Demolition Plans (up to 5 sheets)
- Overall Streetscape Improvement Plan
- Detailed Streetscape Improvement Plans (up to 5 sheets)
- Detailed Grading Plans (up to 5 sheets)
- Detailed Utility Plans (up to 5 sheets)
- Signage & Striping Plans (up to 5 sheets)
- Initial and Interim Stormwater Management Plan (up to 5 sheets)
- Final Stormwater Management Plan (up to 5 sheets)
- Stormwater Management Details
- Standard Details – where applicable City, County, or CDOT details will be utilized

Kimley-Horn will provide the materials as noted above in PDF format of plans to the Client to collate and submit to the City electronically. This task consists of the initial preparation of the plans for submittal to the City and responses or revisions to the plans to address up to two (2) sets of reasonable City comments therefore, up to two (2) re-submittals are anticipated. Kimley-Horn will provide responses to the applicable City-provided review comments for each submittal and provide to the Client to incorporate into the combined response letter. Meetings attended in support of completion of this task will be performed as a part of Task 5.

Task 4 – Drainage Conformance Letter

Kimley-Horn will prepare a Drainage Conformance Letter for the Civil Construction Document submittal to the City. The drainage conformance letter will be prepared in accordance with City standards and will describe the existing and proposed drainage conditions of the Project, calculate the drainage runoff, and evaluate whether the Project is in conformance with the existing drainage patterns. The Drainage Conformance Letter will be submitted with the Civil Construction Documents prepared under Task 3.

All submittals, coordination, and approvals are anticipated to be through the City and this scope does not include submittals, coordination, or approvals by outside agencies, except by City referral. This task consists of the initial preparation of the plans for submittal to the City and responses or revisions to the plans to address up to two (2) sets of reasonable City comments therefore, up to two (2) re-submittals are anticipated. Meetings attended in support of completion of this task will be performed as a part of Task 5.

Task 5 – Coordination and Project Meetings

Kimley-Horn will coordinate with City Staff, the Project Team, and Client as requested or deemed necessary. This task is intended to capture the effort required to coordinate, prepare for, attend, and follow-up for these meetings, conference calls, and design coordination for this project. The below meetings are anticipated:

- Kickoff meeting with the Project Team and the Arvada Urban Renewal Authority (AURA)
- Pre-Application Meeting with the City
- Meetings to discuss the Project with the City Agencies
- Project Team design meetings/conference calls

Since the scope of this task cannot be fully determined at this time, these services will be provided on an hourly basis. An hour estimate of forty (40) hours has been provided within the fee estimate. Fee estimates have been provided for budgeting purposes only and all actual time spent will be billed at our then current hourly rates.

Task 6 – Construction Phase Services

Kimley-Horn will provide limited construction phase services which may consist of the following for the Project:

- Review shop drawings and submittals and return to Client as appropriate. The sole purpose of the Consultant's review will be to evaluate general conformance to Contract Documents.

Consultant will provide timely review in accordance with the Schedule of Submittals prepared by the Client and accepted by the Consultant.

- Provide revisions to civil drawings to address minor changes in plans.
- Respond to Contractor's requests for information (RFI) for each appropriately prepared and submitted RFI.
- Review and provide comments to Client for Contractor Change Orders.
- Conduct one (1) site visit to review project completion and develop a punch list for items to be completed by the Contractor, if requested.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the subcontractors, nor accept responsibility for the Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes.

This task does not include daily site observations for utility installation or other construction progress or attendance at regular OAC meetings. Because the extent of our involvement is unknown at this time, these services will be provided on an hour basis with a budget estimate of up to twenty (20) hours. Fee estimates have been provided for budgeting purposes only and all actual time spent will be billed at our then current hourly rates. The extent of the effort required for this task is largely dependent on the Client's Contractor and specific site conditions.

Task 7 – Legal Descriptions and Exhibits (As Needed)

Kimley-Horn will prepare, as needed and requested, legal descriptions and exhibits for any easement vacations, easement dedications, land areas, or rights-of-way that may be required for the project. Descriptions will be reviewed, signed and sealed by a licensed Colorado Professional Land Surveyor. These documents will be provided on a per unit basis. Revisions to provided legal descriptions/exhibits may constitute a new issuance due to the level of change required and will be invoiced accordingly.

Optional Task 8 – Topographic Survey

If requested, Kimley-Horn, in partnership with a qualified subconsultant, will prepare a Topographic Survey of the subject property showing the location of visible structures, utilities, planimetric features, and grade breaks.

- The limits of the survey will be based upon the area shown in Exhibit A attached.
- Horizontal datum will be based upon the previously established project coordinate system.
- Vertical datum will be based upon the previously established project vertical datum.
- Underground utilities will be based upon visible surface evidence and markings place by an underground utility locating company.
- A one-foot contour interval map prepared from field spot elevations.
- A diligent search for and identification of monuments and other physical evidence that could affect the location of the parcel boundaries will be performed. Collected information will be analyzed and reviewed insofar as to determine the approximate locations of parcel lines and

existing easements. This will not be a boundary survey, Land Survey Plat, or Improvement Survey Plat.

The scope and fee provided for this task consist of one surveyor site mobilization to obtain required field data and does not include additional surveyor mobilizations. Revisions to the topographic survey based on changes or additions to the scope will be considered an additional service.

Optional Task 9 – Dry Utility Design and Coordination

If requested, Kimley-Horn will provide the limited dry utility services specifically set forth below:

Optional Task 9A – Dry Utility Design

- Lead the coordination of franchise dry utilities including utility electrical power and telecommunications.
- Submit application to Xcel Energy for the relocation of streetlights along the project frontage. Streetlights to shift into new tree lawn, underground routing to remain unchanged.
- Coordinate pedestal relocations with Comcast and Lumen. Underground routing to remain unchanged.
- Coordinate above grade equipment locations with civil and landscaping.
- Review the designs and cost estimates provided by Services Providers.

Optional Task 9B – Dry Utility Project Meetings

Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Participation in a weekly meeting is not anticipated with this hourly estimate. Meetings, whether in person or via telephone will include preparation and travel time. Coordination with the Client, Project Team, adjacent landowners, City, or other agencies will be invoiced as a part of this task. These services are provided on an hourly basis with an estimate of up to ten (10) hours to be provided. If additional meetings, exhibit preparation, or public outreach support is deemed necessary for the Project, additional time beyond this hourly estimate can be provided at our then-current hourly rates.

Optional Task 9C – Dry Utility Construction Phase Services

Kimley-Horn will provide limited construction phase services to Client for this project. The scope of this task consists of answering questions and providing clarification of dry utility plans during the construction period. Kimley-Horn will schedule pre-construction meetings with Service Providers, General Contractor, and Owner representative prior to the start of any work. Schedule pre-construction meeting with Service Providers and their contractors prior to construction start. Assist General Contractor in coordinating electric and gas meter sets with Xcel Energy. Periodic site visits can be arranged at appropriate times to review progress.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the contracts, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes. This task does not include daily or

regular site observations for utility installation or other construction progress. Daily or regular observations of construction activities, if required, are to be provided by third party inspector.

Due to the unknown extent of our involvement at this time Kimley-Horn will provide these services on an hourly basis with an anticipated effort level of up to five (5) hours have been included in the budget. Extended construction schedule or significant construction involvement is neither anticipated nor included. Additional time beyond this hourly estimate can be provided at our then-current hourly rates.

Optional Task 10 – Lighting Plan

If requested, Kimley-Horn will provide site lighting electrical plans for the project site. Location and type of lights will be provided by the client or architect. Lighting plans will consist of underground conduit, conductors, pull boxes, pole and foundation detail, voltage drop, and load calculations. It is assumed that the power for the site lighting will connect to the building or other adjacent service and coordinated by others. Lighting plans are anticipated to consist of the following:

- General Notes
- Lighting Legend Table with model numbers
- Lighting Cut Sheet
- Lighting Locations
- Electrical schedules

This task provides for responding to up to one (1) round of comments from the Client and City.

ADDITIONAL DESIGN SERVICES

Kimley-Horn may, upon request and authorization from the Client, provide services in addition to those identified herein. Any items requested that are not specifically outlined in the Scope of Services will be considered additional services and may be provided based on a mutually agreed upon scope, fee, and schedule as authorized by the Client. Additional services we can provide include, but are not limited to, the following:

- Entitlement Processing as Lead Consultant
- Supplemental Project Drawings, Specifications and/or Exhibits
- Utility, Drainage or Infrastructure Analysis or Improvements
- Value Engineering changes to documents after significant completion
- Record Drawing Preparation
- Phasing of improvements or permits
- Traffic Signal Design
- Trip Generation, Parking Study, or Traffic Impact Analysis reports
- Retaining wall structural design and structural engineering services
- Commissioning of any dry utility systems
- Design, specification, and documentation of cable infrastructure and/or equipment such as transformers, distribution panels, nodes, amplifiers, repeaters, etc.

- Section/Property Corner Setting/Rehabilitation. If needed, any section corner or property corner missing, lost, buried, obliterated or not in compliance with the minimum physical standards required by the State of Colorado will be addressed
- Potholing of existing utilities

INFORMATION PROVIDED BY CLIENT

The Client shall provide all information requested by Kimley-Horn during the Project, including, but not limited to the following:

- Project, Owner and Lender Requirement
- Project Schedule Requirements
- Current Geotechnical and Soils Hazards Reports and Environmental Information
- Title commitment information
- Permit review applications and fees
- Landscape site plan in AutoCAD format layout
- Additional design information
- All survey services required for the Project upon which Kimley-Horn must rely

Kimley-Horn will rely upon the accuracy and completeness of all information provided by the Client or by others for whom Kimley-Horn is not responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Kimley-Horn's Scope of Services.

SCHEDULE

Kimley-Horn will provide our services as practicable to meet a schedule to be mutually agreed upon after receipt of this executed agreement and notice to proceed. It is assumed that continuous design progression and timely City reviews are provided. Additional services will be completed in a timely manner after they are authorized.

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FEE AND BILLING

Kimley-Horn will provide the services described within the Scope of Services for the following:

Task	Description	Fee	
1	Limited Due Diligence and Pre-Application Preparation	\$5,200	LS
2	Site Plan	\$9,500	LS
3	Civil Construction Documents	\$25,300	LS
4	Drainage Conformance Letter	\$6,500	LS
5	Coordination and Project Meetings	\$12,000	HR, Est
6	Construction Phase Services	\$6,000	HR, Est
7	Legal Descriptions and Exhibits (As Needed)	\$1,600	EA
Opt 8	Topographic Survey	\$7,800	LS
Opt 9	Dry Utility Design and Coordination		
	9A Dry Utility Design	\$6,500	LS
	9B Dry Utility Project Meetings	\$3,000	HR, Est
	9C Dry Utility Construction Phase Services	\$1,500	HR, Est
Opt 10	Lighting Plan	\$5,500	LS
	Reimbursable Expenses*	As/When Incurred	

**Authorization of any task indicates authorization of Task 3 and Reimbursable Expenses. Fees indicated above assume continuous project progression.*

LS = Lump Sum Fee - Services indicated by a "LS" will be provided for the identified Lump Sum Fee.

Hourly Fee - Services indicated by "HR, Est" will be provided on an Hourly Basis and are estimates for these tasks. Budgets are provided based on the maximum hours noted in the Scope of Services for reference only. Labor fee will be billed based on actual hours spent according our Standard Hourly Rate Schedule, which is subject to periodic adjustment. An amount equal to 5% of the labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All actual time spent will be billed.

Reimbursable Expenses - For all tasks, direct reimbursable expenses such as express mail or delivery, air travel, out-of-town mileage, plan reproduction and other direct expenses will be billed, as incurred, at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due and payable within 25 days of your receipt of the invoice.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices electronically via email in an Adobe PDF format. Invoices for this Project will be sent to cbriscoe@arvada.org. We can also copy others on the email and provide a paper copy via regular mail if requested.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to **Kimley-Horn and Associates, Inc.**, and "Client" shall refer to **Arvada Urban Renewal Authority**.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact me if you have any questions at 719.501.1846 or at mitch.zimmermann@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Eric Gunderson, PE
Vice President



By: Mitch Zimmermann, PE
Project Manager

» MP 65

Arvada Urban Renewal Authority

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

RESOLUTION AR-25-16

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE ARVADA URBAN
RENEWAL AUTHORITY APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH ECONOMIC & PLANNING SYSTEMS, INC. FOR STRATEGIC PLANNING
SERVICES IN AN AMOUNT NOT TO EXCEED \$49,995**

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

Section 1. The Arvada Urban Renewal Authority hereby approves the proposal from Economic & Planning Systems, Inc. in an amount not to exceed \$49,995 for strategic planning services, attached hereto as **Exhibit A**, and authorizes the Executive Director to execute an Agreement on behalf of the Authority.

DATED this ____ day of _____, 2025.

Paul Bunyard, Chair

Recording Secretary

APPROVED AS TO FORM

Corey Y. Hoffmann, Legal Counsel



Arvada URA Strategic Plan

Project Understanding

Arvada Urban Renewal Authority (AURA) currently has five urban renewal areas, all of which were adopted prior to HB 15-1348. All of these plan areas will reach their TIF expiration in the next three to 10 years. As these areas expire and have achieved their goals, AURA wants to understand what the City's redevelopment priorities are and look at adopting new plan areas moving forward. Economic & Planning Systems (EPS) was asked to support the AURA Board and staff in creating a strategic plan for the organization to guide their efforts over the next 10 years or more. This will include an immediate effort to define priorities, geographies, and project criteria in the near-term as AURA navigates the new requirements for plan adoption through HB 15-1348.

Scope of Work

The scope of work is defined in two phases with Phase 1 focused on a one-day Workshop to guide the AURA Board and staff with a focus on identifying redevelopment areas and corridors and potential new plan areas to prioritize. Phase 2 builds upon the Phase 1 decisions and provides a roadmap for a new Strategic Plan with goals and actions for AURA to implement over the next 10 years or more.

Phase 1: AURA Board Workshop

Task 1.1: Project Initiation

EPS will meet with AURA staff to confirm the project schedule and draft agenda for the Board workshop. During this time, we will review the project areas the Board is considering and ensure we evaluate them during the data analysis in Task 2. EPS will request data and relevant City plans for review to inform Task 1.2.

Task 1.2: Opportunity Data Analysis

EPS will review relevant city and subarea planning documents to set a framework for the opportunity analysis and identify specific recommendations from these plans. A high-level data analysis of demographic, economic, and market trends and conditions will be summarized for the city and subareas. This will be used to inform where growth and investment have recently occurred and identify gaps. In addition, we will conduct a parcel analysis for targeted study areas of the city and apply specific criteria to highlight nodes and corridors with the greatest opportunities for redevelopment and potential URA support. These criteria may

include vacancy, building age, building to land value ratio, floor area ratio, and others. The findings from the parcel analysis will be augmented with qualitative characteristics, local knowledge, and City plan recommendations. A final opportunity map will be generated and reviewed with AURA staff. The key data findings and opportunity analysis will be summarized and presented during the Strategic Visioning Workshop.

Task 1.3: Strategic Planning Workshop

EPS and MIG will facilitate a one-day workshop with the AURA Board and staff. The workshop will include the following three discussion topics:

- **URA process and best practices post HB 15-1348** – EPS will provide a high-level review of the requirements and estimated timeline for new plan area adoption. This includes required reports (existing conditions survey, URA plan, and county impact report(s), but-for financial analysis, and developer agreements. A key part of this discussion will focus on relationships with the taxing districts and new Board representation. EPS will provide best practices and examples of how negotiations can be completed and the level of participation provided.
- **Mission, vision, and priorities** – We will confirm the current AURA mission statement and clearly define a vision and set of priorities. The mission statement is a brief description of AURA's fundamental purpose. The vision statement identifies what AURA wants to achieve over the next 10 years, and priorities are the most important – driving values that inform actions and goals. This will set the framework for the discussion about opportunity areas and project criteria the Board wants to pursue.
- **Identify opportunity areas** – The key findings and opportunity mapping in Task 1.2 will be presented along with a set of considerations to discuss with the Board. This will include a look-back at the types of projects AURA has supported in the past, and consideration of alternative redevelopment and investment strategies that align with current needs. The discussion will be focused on identifying specific geographies, project types and scale, level of community benefit, and other project/area characteristics the Board wants to prioritize. This will be used to form project criteria the Board can use to evaluate projects moving forward. The goal is to have a clear list of project criteria and geographies for the Board to use as a guide and make strategic decisions.

The takeaways from the workshop will include reaffirming and defining the mission, vision, and priorities to guide AURA over the next 10 years. Additionally, a set of project criteria will be clearly identified with a focus on opportunity areas within the city and building and site typologies to inform new projects and plan area decisions.

Task 1.4: Draft Strategy

The workshop takeaways will be summarized in a short, graphic heavy strategy document along with other important information about AURA that may include AURA's history, existing urban renewal plan areas, and completed projects and successes. It can also include resource guides for elected officials and new board members with an overview of how tax increment financing works and the new plan area adoption process. EPS will present the draft strategy to the AURA Board and provide a final version following the presentation.

Phase 2: Strategic Plan**Task 2.1: Goals and Strategies**

Building on Phase 1 deliverables, goals and strategies will be added to realize a full strategic plan. First, a set of goals will be defined that relate to one or more of the previously described priorities. It is important for the goals to be measurable and meaningful. Each goal will then have specific action items or strategies to support goal achievement. This will inform the implementation plan for AURA to identify priority levels and timing for each strategy. The goals and strategies can be workshopped with the Board during monthly meetings and include feedback on wording and phrasing as well as anonymous voting to ensure all members are aligned.

Task 2.2: Operations and Organization Structure

This task will evaluate the current organizational and fiscal structure of AURA. EPS will review recent budgets to understand how AURA currently operates and make suggestions and recommendations to discuss with the Board and staff. This may include an organizational growth plan, cost recovery strategies for new plan area adoption and development support, and allocation of funding.

Task 2.3: Draft and Final Strategic Plan

Based on the direction provided by the Board, EPS will flesh out the Phase 1 findings into a strategic plan for review and approval by the Board. This plan is intended to be a resource and guide for AURA over the next 10 years. It is also informational and marketing material for AURA to share with partner organizations, elected officials, and the community to be transparent about the work AURA does and the projects it supports. One round of revisions is included, not including minimal spelling, phrasing, and grammar revisions. The draft and final strategic plan will each be presented to the AURA Board. Additional presentations to City Council and other organizations are not included and may be billed on a time and materials basis.

Proposed Budget and Schedule

EPS agrees to complete the following scope of work on a time and materials basis not to exceed \$25,000 for Phase 1. EPS may allocate staff time by staff level across tasks as needed as long as the total budget is not exceeded. Phase 1 is estimated to take between 8 to 12 weeks from a signed contract with the Strategic Visioning Workshop (Task 1.3) targeted for the third week of November.

The estimated budget for Phase 2 is provided below and is anticipated to begin in early 2026 upon the completion of Phase 1. Phase 2 is estimated to take between three to six months with at least three workshops/meetings with the AURA Board. Phase 2 will not be initiated until Phase 1 is completed and can be rescoped at that time to best fit the needs of AURA.

Table 1. Proposed Budget by Task and Staff

Description	Principal	Project Manager	Analyst	Production	MIG	Total
Billing Rate	\$275	\$215	\$160	\$100	\$275	
PHASE 1: Workshop						
Task 1.1: Project Initiation	1	1	0	0	0	\$490
Task 1.2: Opportunity Data Analysis	4	16	18	0	0	\$7,420
Task 1.3: Strategic Planning Workshop	8	10	4	2	10	\$7,940
Task 1.4: Draft Strategy	<u>8</u>	<u>14</u>	<u>4</u>	<u>11</u>	<u>8</u>	\$9,150
Phase 1 Hours	21	41	26	13	18	119
Dollars by Person	\$5,775	\$8,815	\$4,160	\$1,300	\$4,950	\$25,000
PHASE 2: Strategic Plan						
Task 2.1: Goals and Strategies	10	16	0	0	8	\$8,390
Task 2.2: Operations and Org. Structure	10	20	8	0	0	\$8,330
Task 2.3: Draft and Final Plan	<u>8</u>	<u>15</u>	<u>0</u>	<u>12</u>	<u>6</u>	<u>\$8,275</u>
Phase 2 Hours	28	51	8	12	14	113
Dollars by Person	\$7,700	\$10,965	\$1,280	\$1,200	\$3,850	\$24,995
Total Project Budget						\$49,995

Source: Economic & Planning Systems

AURA Flash Report

Balances as of September 30, 2025

FOR DISCUSSION PURPOSES ONLY
UNOFFICIAL & UNAUDITED

CASH & INVESTMENTS

Wells Fargo Bank	Account Balance	Hold	Net to AURA
General - Checking (0193)	660,194	-	660,194
Ralston Fields - Checking (4061)	4,632,198	(3,000,000)	1,632,198
Olde Town Station - Checking (0895)	1,513,499	(124,029)	1,389,470
Village Commons - Checking (0887)	475,782	-	475,782

First Bank of Arvada		% change from prior period	
2.00% CD Maturity 10/11/2027 (4548)	363,487	0.51%	363,487

CSIP

Ralston Fields Fund (9003)	14,281	0.3535%	14,281
Olde Town Station (9008)	1,107,311	0.3534%	1,107,311
Ralston Fields Fund (9009)	1,662,299	0.3534%	1,662,299

Wells Fargo Money Market

*Ralston Fields Fund	3,004,721	63778.8498%	3,004,721
*Village Commons	1,090,616	0.3546%	1,090,616

NET CASH AVAILABLE TO AURA **11,400,357**

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	563,250	36,750

NET VALUE OF REAL ESTATE OWNED **1,211,751**

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	3,679,819	1,320,181
Brooklyn's	January 1, 2016 / January 1, 2030	2,745,000	1,708,827	1,036,173
Wheat Ridge	2006/2026*	1,800,000	1,700,000	100,000
Ralston Commons	2024/2028	12,000,000	1,000,000	11,000,000

NET LONG TERM PAYABLES **\$13,456,354**

LONG TERM RECEIVABLES

Loan	Loan Start Date / Term Date	Original Loan Balance	Current 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, 2025

	2025 BUDGET		Actual Revenues YTD	Actual Expenses YTD
	Revenue	Expenses		
Ralston Fields	8,820,000	3,889,200	6,831,036	2,518,286
Olde Town Station	2,541,905	4,720,000	1,771,037	2,093,085
Jefferson Center	3,500,000	3,500,000	3,066,017	2,980,700
Northwest Arvada	25,000,000	25,000,000	23,859,710	23,081,192
Village Commons	675,200	174,847	556,114	130,845
TOTALS	40,537,105	37,284,047	\$36,083,914	\$30,804,108

GENERAL FUND EXPENSES As of September 30, 2025

	2025 Budget	Expended YTD
Operating Expenses	768,476	353,727
TOTAL EXPENSES		\$31,157,835

*1 payment due to the City of Arvada.