GOLDEN URBAN RENEWAL AUTHORITY
BUSINESS MEETING
Golden City Hall
911 Tenth Street
February 9, 2015
6:30 p.m.
**************************************************************************
I. Call to Order
II. Roll Call
III. Approval of Minutes – Business Meeting of January 12, 2015
IV. Public Comment
V. New Business
   1. Equity Ventures Presentation
   2. Recap Board Retreat
   3. RFP 2014-01 Natural Grocers Banner Submission Selection
   4. Resolution 139 Authorizing the Chair to execute Documents re Lots 2 and 4
   5. Resolution 140 Assignment of Gateway Village TIF Agreement obligations
VI. Reports of Committees/Matters for the Authority
   1. Finance Committee
      a. 2014 Year End Revenues and Expenditures
      b. Updated Estimate of the Downtown Legacy Fund
   2. Communications Committee
   3. Development and Operations
VII. Commissioners Concerns
VIII. Staff Report
   1. Issues Related to 1250 Jackson Street Garage and Banks Family Property
   2. Urban Renewal Goals Update
   3. Community Garden
   4. Lot 4 Site Plan Status
IX. Public Comment
X. Adjourn
Memorandum

To: GURA Board of Commissioners  
From: Steve Glueck, Executive Director and Aleah Menefee, Redevelopment Specialist  
Date: February 4th, 2015  
RE: Meeting Memo for February 9th, 2015 meeting

This memo will provide background information on selected items to be discussed at the upcoming GURA meeting.

**Equity Ventures Presentation re Natural Grocers Project**  
David Meyer and Mark McPherson of Equity Ventures will make a presentation to the board at the February 9th meeting to provide further detail of the project completion. They will debrief the board about the construction phase of the project and also discuss improved pedestrian connections to be accomplished after the removal of the portion of the building currently leased to the music store, and the use of the access door along 24th Street. As a separate step, the developer will be submitting complete documentation about the completion and cost of the “eligible improvements” listed in the development agreement, prior to the start of tax increment rebates in 2016.

**Recap of GURA Board Retreat**  
The board retreat was held on Friday, January 23rd at the Golden Community Center. Enclosed in your packet is a summary of what occurred and goals for each of the urban renewal areas. The board members present helped to finalize action items for staff. Staff will provide greater detail regarding items that will hopefully be accomplished in the coming year in the later discussion on a 2015 work plan.

**Results of the Natural Grocers Banner RFP**  
On Tuesday, February 3rd, members of the GURA Communications Committee met to discuss the submissions of the recent RFP. The judging criteria were based on the information listed in the RFP. The committee vetted each submission and selected three candidates for further board consideration. Crock, Daniells, and Semon were the top three submissions. The RFP, the judging criteria, and the top three submissions are included in your meeting packet. Staff is asking the board to discuss each candidate and judge each artist using the scoring sheet. The artist with the highest score will be selected.

**Resolution 139, Authorizing the GURA chair to execute further documents related to the conveyance of Lots 2 and 4.**  
The ARES team has been proceeding with
the steps necessary for conveyance of the lot at 708 13th Street, including the recent submission of final construction documents and proof of financing (due on February 9th). In order to proceed to closing on the conveyance, the title company has asked that the GURA board specifically authorize a specific individual to execute the documents. Typically, we would have authorized the chair to execute all further documents when we authorized Chair Miller to execute the contract. This additional administrative step will authorize complete contract implementation when milestones are achieved.

Resolution 140, Consenting to an Assignment of Payments to a Lender for the Public Financing and Redevelopment Agreement between GURA and Gateway Land Investment LLC. The Developer of the Gateway Village commercial project on West Colfax at I-70 has requested that GURA acknowledge and consent to the assignment of tax increment financing payments to be made by GURA to the project lender. The assignment has been reviewed by GURA’s legal counsel who has requested the use of the signature page attached to the end of the agreement. Staff recommends that the board acknowledge the assignment.

Finance Committee Attached to this memo, please find a preliminary year end revenue and expense report for 2014. Except for any final invoices, this should be complete. In addition, please find an updated estimate of the downtown legacy fund. The debt from other URA projects to downtown is complete as of the end of 2014, however, there will need to be a few minor adjustments to downtown and other URAs for items planned for 2014 but not complete, including installation of the CoorsTek banner, completion and installation of the Natural Grocers banner, and the downtown garage charging stations. Specific questions are welcome.

Issues Related to 1250 Jackson Street Garage and Banks Family Property Doug Miller, Rob Reed, and Steve Glueck met with the Banks family on January 29th, 2015. Also in attendance was the City building official and a contractor brought by the Banks family. Steve Glueck presented the option (detailed in the attached letter) of a purchased 5’ wide easement and new general purpose pedestrian opening at the south end of the Banks property and preservation of existing parking and virtually all development rights. For much of the meeting, the Banks family group wanted to discuss removal of any gate or pedestrian access in that corner of the structure and whether that would be cause for financial damages. The meeting ended with a request from the GURA board members that the Banks family discuss their options and get back to GURA with their specific proposal. On February 2nd, 2015, staff informed Bob Banks that we would need any proposal by February 4th, 2015 to present to the board at the February meeting. Mr. Banks replied that they would be getting back in touch, but not within that timeframe. At this time, staff is awaiting the response or a proposal.
Urban Renewal 2015 Work Plan Update

As a result of the January 8th meeting with City Council and the board retreat, staff requests that GURA complete a brief list of planned 2015 activities, for transmittal to Council by memo. To date the GURA board has identified some 2015 work elements, including:

- Continue to work with DDA and City on planning, design, and possibly the start of downtown legacy fund projects.
- Continue planning for the West Colfax infrastructure and complete streets project, as anticipated private construction begins to firm up the Colfax revenue picture for future years.
- Meet with and work with Planning Commission to better define the land use and urban design goals for the portion of Colfax generally from Corporate Drive to Zeta Street.
- Work with the City Parks Department (and likely the Public Arts Commission) on the Central Neighborhoods landscaped triangle to add an appropriate GURA funded amenity or feature.
- Continue to work with land owners in the Central and Colfax URAs regarding redevelopment projects.
- Develop GURA board policies, based upon legal counsel guidance, for investments outside URA project boundaries that benefit the URA project.
- Using the above investment policies consider additional investments to serve the three active URAs.
- Start to evaluate possible neighborhood and business support programs for new URA projects (for implementation in future years), but especially the Central Neighborhoods and West Colfax URAs.

Community Garden Open House  On Wednesday, March 18th GURA will host an open house from 5:30 p.m. to 7:00 p.m. at the Natural Grocers’ Community Room. Shannon Spurlock, Denver Urban Gardens’ Outreach Coordinator will present to the group about reserving a plot and what to expect when participating in an urban garden. Board members are encouraged to attend this event.

Lot 4 Site Plan Status  Planning Commission is scheduled to conduct a public hearing on the site development plan for 708 13th Street on February 4th, 2015. Staff will provide an update on the site plan status at the February 9th GURA meeting.
The Golden Urban Renewal Authority of the City of Golden, County of Jefferson, State of Colorado, met on the above date in the Golden City Hall – 911 10th Street, Golden, Colorado, at the hour of 6:30 p.m. Commissioners present were:

<table>
<thead>
<tr>
<th>Jenny Halsor</th>
<th>Rob Reed</th>
<th>Pamela Gould</th>
<th>Doug Miller</th>
<th>Patrick Story</th>
</tr>
</thead>
</table>

Commissioners Colacci and Eakes were absent. Executive Director Steve Glueck and Redevelopment Specialist Aleah Menefee were present. Also in attendance were Bob, Roy, and Eileen Banks.

GURA Chair Miller called the meeting to order at 6:32 p.m.

**Approval of Business Meeting Minutes**
Miller called for a motion to approve the business meeting minutes of December 8th, 2014. Gould MOVED to approve the business meeting minutes. Story SECONDED. All Commissioners present agreed.

**Public Comment** – None

**New Business** –
**January 8th City Council Meeting Recap**—the meeting went well. City Council was pleased with the progress of both DDA and GURA in 2014. Some discussion occurred regarding 2015 goals. Many City Council members want to celebrate the accomplishments GURA has contributed to the downtown. A plaque with the listing of all the current and past GURA board members and hung in City Council Chambers is an idea that will most likely be pursued. A party will be planned by staff and GURA’s communication committee in the Spring or early Summer to recognize current and former GURA board members.

**Finance Committee Report**
No Report

**Human Resources Committee Report**
No Report

**Communications Committee Report**
Commissioner Gould thought a meeting amongst the communications committee after the board retreat should be scheduled. At the meeting the committee will discuss communications strategies for reaching out to GURA’s constituents.

**Development and Operation Committee Report**
**Issues Related to 1250 Jackson Street Garage and the Banks Family Property**
Staff distributed a plat map and documents between Eileen Banks and GURA. A portion of the banks property labeled as Tract A was conveyed to GURA from Mrs. Banks after a request from GURA to get property to build the 1250 Jackson Street parking structure. There is a jog in the northwest corner of the parking garage to better accommodate the parking organization within the garage. There are openings in the parking garage that appear not to comply with current building code. A temporary and permanent easement was granted by Eileen Banks to GURA in order to construct the garage, as footers for the garage would
extend beneath Mrs. Banks’ property line. Staff and the Banks family are looking for solutions to implement the original agreement with a gate that allows private access into the garage and can be opened in emergencies. GURA is working to uphold the agreement with Eileen Banks. One solution is to move the gate to the alley because there is ample room between property lines. GURA has allocated money in its 2015 budget to install the mechanical features of the gate. Staff mentioned that a meeting between the Development and Operations Committee, the Banks Family, Fire Marshall, GURA staff, and potentially the legal counsel for the Banks Family and GURA should be in attendance. Staff mentioned that having Reed and Miller from the Development and Operations Committee would be ideal.

Gould mentioned that perhaps a memo should be developed to address the issue of people trespassing onto the Banks’ property. The memo would be sent to surrounding businesses and residences in the area.

**Commissioner’s Concerns**

**Reed-None**

**Halsor-None**

**Story-None**

**Gould-** Commissioner Gould wanted more information about the Natural Grocers’ neighborhood door access. Staff had a recent conversation with Mark McPherson from Equity Ventures about this. McPherson mentioned that the door has been locked due to shoplifting. Glueck stated that Equity Ventures will need to submit documentation that they have built the structure according to the negotiations in order to receive TIF. A representative from Equity Ventures will be invited to attend the February GURA meeting to give the board an update of the project and outcomes.

**Miller—None**

**Staff Report**

**Natural Grocers RFP Update**—On Friday, January 23 the RFP will close. To date staff has received one completed RFP. Staff has undergone countless efforts to attempt to publicize the RFP. If there are not enough RFPs staff may choose to extend the deadline.

**Board Retreat**—Staff mentioned that all the logistics and information for the retreat are nearly finalized. Also, staff asked the board for any last minute suggestion regarding content for the retreat.

Fiscal Transition—Marlo Fejaring and Eileen Long (Bookkeeper) are still contracting with GURA to close out the 2014 finances. Eileen will work with GURA until all 2014 bills have been paid and the 2014 audit is completed. After the bills have been paid and cleared the bank, the bank accounts will be closed and the money will be deposited into the City’s Wells Fargo account.

**Lot 2 Conveyance Status**—There have been some recent contract milestones. ARES has showed proof that they are seeking financing. They applied for a building permit on the 13th Street lot.

Lot 4 Site Plan Status—Chris Ernst is willing to meet with people individually if people have questions about the project. The site plan will go before Planning Commission prior to the GURA February meeting. Staff distributed site plans of the proposed project. ARES will present the site plan and discuss Planning Commission action at the February meeting.

**Public Comment** — None

**Adjourn**—There being no further business, Miller called for a motion to adjourn the meeting. **Story MOVED to adjourn the meeting. Reed SECONDED. All Commissioners present agreed.** Miller adjourned the meeting at 7:35 p.m.

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Steve Glueck
Executive Director

Doug Miller
Chair
GURA Board Retreat Notes

The retreat began at 9:00 a.m. on January 23, 2015 at the Golden Community Center. Staff welcomed the board members in attendance, which were Reed, Gould, Eakes, Miller and Story. Board members and staff introduced themselves and provided their educational and professional background.

Staff asked the board members about what they want to accomplish from the retreat. Many members wanted to have a clear understanding of goals in each project area.

The board discussed the implications of City Council Resolution 2161 and how this could frame future negotiations. The resolution focused on realigning economic development entities in Golden. In particular, Resolution 2161 provided guidelines as to how much property and sales tax could be given to projects and staffing suggestions for GURA. Board members discussed their interpretations of the resolution, and its implications for future decisions as a resolution rather than an ordinance.

The group watched a short video of GURA’s role in downtown which included the history of GURA, past projects, and an overview of the grant program the organization administered.

Following the video, a brief discussion of GURA’s mission statement took place. The group came to a consensus that it was not the appropriate time to evaluate the mission statement as it might change as the various project areas are discussed. It was suggested that they write any ideas for improving the mission statement as the retreat progresses.

**Parfet/Briarwood Urban Renewal Area**

As this is the smallest URA, the board asked if money could be spent outside of the URA boundaries. Money can technically be spent outside the boundaries, but GURA’s legal counsel would need to be consulted on any limits or guidelines. Specifically, better pedestrian connections could be constructed, such as a wider sidewalk on 8th Street that would connect the West 8th apartments and the neighborhood to Washington Avenue. Further infrastructure ideas will be investigated, and guidelines for investment within and outside the URA boundaries sought.

The present board members directed staff to invite a representative of Confluence to a GURA board meeting to discuss the project and ensure that the improvements listed in the agreement with the developer have been completed.

Other projects that could be implemented in the URA were presented. Options for sidewalks in the URA, connections to the nearby trails, and a water fountain in or around the dog park are projects that could provide a community benefit.

A meeting between GURA staff and the Briarwood Inn owners should be convened to better understand the Briarwood Inn’s intentions regarding their initial interest in constructing lodging on the property. If Briarwood wants to build an addition, a feasibility study might be a good investment on GURA’s part to get an idea of what could be developed in the area.

**Central Neighborhoods Urban Renewal Area**

Many meetings with the residents in this area have been conducted to get their input and suggestions for improving the area. The residents do not want the URA to be similar to downtown Golden, and want smaller scale retail and neighborhood amenities. The Central Neighborhoods Plan identified significant areas of change, which includes the URA.
A common theme between the neighborhood plan, URA plan, and residents’ input is the need for a public space for people to gather. There are two areas for a public plaza in the area; the triangular price of land located at the southern end of the URA, or an area near the Golden Music string instrument repair shop, the credit union and the proposed orthodontist office. The group thought staff should meet with Alex Qualtire of Golden Music, the credit union, and the proposed orthodontist office owner to see if it would be possible to have a public space near the businesses.

Ideally the public space would have seating areas, adequate lighting, accessibility to and from the surrounding neighborhoods, and landscaping. Ideas for uses included a skate spot, a reading area, or a community gathering space where elements of the space could change easily.

Long-term goals for improving the area include constructing better sidewalks on the West end of the URA, and revamping the streetscape along East Street.

**West Colfax Urban Renewal Area**

This URA is the biggest and most challenging since there are six different subareas all of which have different needs. Areas 1, 2 and 3 could be enhanced through a series of projects focused on public space and walkability. Area 3 has similar goals to the Central Neighborhoods URA. The MIE proposed flex industrial space is in Area 4, while the Gateway Village development will occur in Area 6. Heritage Square occupies a majority of Area 5.

Change in this area is dependent upon when owners of properties want to make changes. Short term goals for this area include designing a complete street for Colfax, and taking a GURA field trip to Colfax to get a sense of potential projects.

As more information about the potential complete street design is developed, the GURA board wants to meet with Planning Commission to discuss in detail the design goals for Area 3 as they relate to the South Neighborhoods Plan and possible zoning changes. It will be beneficial to be like minded when dealing with redevelopment proposals.

Similarly, the board would welcome a visit from Planning staff to better understand how the “sustainability menu” works with development projects.

**Mission Statement**

At the conclusion of the meeting, the board determined that there is no immediate need to change the mission statement. At the same time, the board would welcome staff efforts to update the web site with information specific to community goals within each URA project area.
Golden Urban Renewal Authority (GURA)
Request for Proposals
RFP 2014-01
Banner for Natural Grocers Façade

Submittal Deadline:
Friday, January 23, 2015 at 5:00 p.m. M.S.T.

Golden Urban Renewal Authority Selection Committee

GURA@cityofgolden.net
About GURA

GURA’s mission is to improve the community’s physical appearance while promoting the desired character of each project area, and contribute to the economic stability and vitality of Golden.

Project Overview

The selected artist(s) will have copy of his/her/their artwork copied onto 18’ x 16’ banner to be hung on the Natural Grocers façade facing East Street that enhances the sense of community in the Central Neighborhoods in Golden, Colorado. A community garden will be in close proximity to the banner.

Aesthetic Themes

There are a variety of aesthetic themes the selection committee will consider. While the committee encourages creativity, images that are not original, and/or contain potentially offensive imagery and subject matter will not be selected. Below is a list of potential themes and influences for inspiration:

- Natural surroundings of Golden and/or the Central Neighborhoods
- Proximity of Natural Grocers and the community garden
- The history and culture of the City of Golden
- Increase the sense of community
- Create visual interest
- Glimpse into the future of the Central Neighborhoods

Selection Committee

The GURA Board will serve as the selection committee for this process. The GURA Board is comprised of seven volunteer Golden residents that are passionate about making a Golden a better place to live, work and play.

Project Details

- The application process will close on Friday, January 23, 2015 at 5:00 p.m. M.S.T.
- All application must be sent via email to GURA@cityofgolden.net
- The desired artist(s) will be notified by email and phone the week of February 9, 2015. Likewise applicants that were not selected will be notified shortly after February 9, 2015.
- The selected applicant will need to make a presentation to the selection committee on Monday, March 9, 2015 to discuss the scope of work and process for completing the project.
- The artist(s) fee is a maximum of $6,000 and includes travel time, and materials needed to create the artwork.
- GURA will administer a separate installation and maintenance budget that will not be taken from the artist(s) fee.
The selected artist(s) must agree to a contract that stipulates scope of project, deadline, and artist(s) fee.

Since the artwork will be featured on a banner located on the Natural Grocers’ exterior façade facing East Street, the artwork must be able to be printed onto a banner.

You and/or your project team must have the artwork ready to be copied onto the banner no later than Friday, June 19, 2015 at 5:00 p.m. M.S.T. If the project is not submitted by the deadline, barring any unusual or unforeseen circumstances, the artist(s) fee will be reduced by one (1) percent for each day past the stated deadline.

GURA will have the right to reproduce the selected artwork on promotional materials, the GURA website, and any replacement banners. In all instances, the artist(s) will be given credit.

The selected applicant will be recognized publicly at a ceremony near the site of the banner in mid-Summer 2015.

**Project Timeline**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, January 23</td>
<td>Application process closes</td>
</tr>
<tr>
<td>Monday, February 9</td>
<td>The selection committee meets to select the ideal applicant</td>
</tr>
<tr>
<td>Friday, February 13</td>
<td>Selected applicant is notified</td>
</tr>
<tr>
<td>Monday, March 9</td>
<td>Selected applicant is asked to attend the GURA meeting to discuss project timeline, artist(s) contract, and payment</td>
</tr>
<tr>
<td>Monday, March 16</td>
<td>Deadline to submit artist(s) contract</td>
</tr>
<tr>
<td>Friday, June 19</td>
<td>Artwork is completed and ready to be copied on the banner</td>
</tr>
<tr>
<td>Friday, June 19</td>
<td>Payment issued pending the terms listed in the artist(s) contract</td>
</tr>
<tr>
<td>Mid-Summer 2015</td>
<td>Recognition ceremony</td>
</tr>
</tbody>
</table>

**Ideal Projects**

The list of items will be used by the selection committee for determining the ideal project:

- A complete application that follows the directions included in this RFP
- Your application will be printed in color on white paper with the dimensions of 8.5” x 11, Thus, your application should be easily read at this size
- Track record of similar projects that were completed on time with excellent results
- Attention to architectural and site context, appropriate subject matter, and aesthetics
- Quality of past artistic work
- Aptitude to generate a concept for the artwork that demonstrates originality, and uniqueness
- Ability to take direction from the selection committee
Submittal and Application Requirements

☐ Email application by Friday, January 23, 2015 by 5 p.m. M.S.T. to GURA@cityofgolden.net
☐ Include your last name and 2014-01 in the subject line of your email
☐ Your application cannot exceed 10MB and must be in a PDF format
☐ Complete the application form on the following page
☐ You and/or your project team’s resume(s)
☐ Samples of past work
☐ Process for completing the project
☐ A sample colored, rendering of your artwork that you intend to create for this project
☐ Provide a brief narrative of the project that includes a description of the design concept

Questions

Please send questions about this RFP to GURA@cityofgolden.net or call 303-384-8080.
Application Form

Name(s)
Date
Address
City
State
ZIP
Phone number
Email

Complete Application Checklist:

☐ Application form
☐ Resume
☐ Examples of past work
☐ Process for completing the project
☐ Sample colored rendering of your proposed artwork
☐ Narrative that includes design concept and description
RFP 2014-01 Scoring Sheet

In order to score each submission, items listed in the RFP have been used as the basis for the criteria listed throughout the scoring sheet. Scoring is based on a scale from 1 to 5.

- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Very Good
- 5 = Exceptional

If the submission does not contain information necessary to judge a certain criterion, then the submission shall receive a one (1) in that area.

The scoring is broken down into 5 specific areas: overall application information, resume past artistic work, proposed artwork, and narrative and process for completing the proposed work of art. The selection committee will place an emphasis on scoring the proposed artwork section. The score in that section will be multiplied by 4.

The RFP respondents were asked to create a colored rendering of the artwork to be hung on the Natural Grocers façade facing East Street and overlooking the community garden. Keep in mind the submitted artwork is not the final product, rather the artist’s approach to answering the RFP. The selection committee does have the right to ask the selected artist to change certain elements of the proposed artwork. With that being said, changes to the selected artist’s proposed artwork should be realistic. For example, it is not reasonable for a photographer to create an oil painting.

The GURA Communications Committee is responsible for vetting the submissions using the scoring sheet.
**RFP 2014-01 Scoring Sheet**

**Artist’s Name:** Crock

**FINAL SCORE**********

**Judge’s Name:** _______________________

- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Very Good
- 5 = Exceptional

### Overall Application Information Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
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<tbody>
<tr>
<td>Is application is well organized with a thoughtful layout?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Is application free of major typos or grammatical errors?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Did the applicant follow instructions and summit a complete application?</td>
<td></td>
</tr>
<tr>
<td>A complete application includes the following items:</td>
<td></td>
</tr>
<tr>
<td>- Application form</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>- Resume</td>
<td></td>
</tr>
<tr>
<td>- Past artistic work samples</td>
<td></td>
</tr>
<tr>
<td>- Sample colored rendering that could be used for the banner</td>
<td></td>
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<tr>
<td>- Process for completion</td>
<td></td>
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<tr>
<td>- Narrative that includes the design concept and description</td>
<td></td>
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</tbody>
</table>

### Resume Criteria

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<tbody>
<tr>
<td>Does the resume contain information that the artist is capable of creating a piece of art that is appropriate for the Natural Grocers’ façade?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Based on the resume presented, does the artist have experience working with organizations similar to GURA?</td>
<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>

### Past Artistic Work Criteria

<table>
<thead>
<tr>
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<tr>
<td>Rate the overall quality of the artist’s past artistic work.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Does the artist’s past work included in the application demonstrate the ability to create a high quality image for the banner?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Does the artist’s past work include suitable imagery and aesthetics that would be appropriate for banner?</td>
<td>1 2 3 4 5</td>
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### Narrative/Process for Completing the Project Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
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<tbody>
<tr>
<td>Does the narrative explain the rationale and influences for creating the sample rendering?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Is the process listed in the application for creating the final artwork realistic?</td>
<td>1 2 3 4 5</td>
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### Proposed Artwork Criteria

<table>
<thead>
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<th>Criteria</th>
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<tbody>
<tr>
<td>Rate the overall quality of the artist’s proposed art.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>How well do you think the artist incorporated the suggested themes and areas of influence as listed in the RFP?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Judge the proposed art for creativeness.</td>
<td>1 2 3 4 5</td>
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</tbody>
</table>
RFP 2014-01 Scoring Sheet

Artist’s Name: Daniells

**FINAL SCORE______________**

Judge’s Name: ___________________________

- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Very Good
- 5 = Exceptional

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<td>Based on the resume presented, does the artist have experience working with organizations similar to GURA?</td>
<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>

### Past Artistic Work Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate the overall quality of the artist’s past artistic work.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Does the artist’s past work included in the application demonstrate the ability to create a high quality image for the banner?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Does the artist’s past work include suitable imagery and aesthetics that would be appropriate for banner?</td>
<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>

### Narrative/Process for Completing the Project Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the narrative explain the rationale and influences for creating the sample rendering?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Is the process listed in the application for creating the final artwork realistic?</td>
<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>

### Proposed Artwork Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate the overall quality of the artist’s proposed art.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>How well do you think the artist incorporated the suggested themes and areas of influence as listed in the RFP?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Judge the proposed art for creativeness.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Overall Application Information Criteria</td>
<td>Score</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Is application is well organized with a thoughtful layout?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Is application free of major typos or grammatical errors?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Did the applicant follow instructions and summit a complete application?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>A complete application includes the following items:</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>- Application form</td>
<td></td>
</tr>
<tr>
<td>- Resume</td>
<td></td>
</tr>
<tr>
<td>- Past artistic work samples</td>
<td></td>
</tr>
<tr>
<td>- Sample colored rendering that could be used for the banner</td>
<td></td>
</tr>
<tr>
<td>- Process for completion</td>
<td></td>
</tr>
<tr>
<td>- Narrative that includes the design concept and description</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Resume Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the resume contain information that the artist is capable of creating a piece of art that is appropriate for the Natural Grocers’ façade?</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>Based on the resume presented, does the artist have experience working with organizations similar to GURA?</td>
<td>1 2 3 4 5</td>
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<tr>
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<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>
GURA Application Form

Name: Jesse Crock
Date: 1-14-15
Address: 1203 Washington Ave #202
City: Golden
State: CO
ZIP: 80401
Phone number: 303-518-5300
Email: jessecrockart@gmail.com

Resume

Website
www.JesseCrockart.com

Exhibitions and Awards

2014  “Small View of Golden” Solo show at the Mountain Toad Brewery. Golden, CO.
2013  Solo Show at the Winter Park Winery. Winter Park, CO.
2013  Solo Show at the Odyssey Beerwerks. Arvada, CO.
2013  Vital Outdoors Mural. Golden, CO.
2013  Mountain Toad Brewery Mural. Golden, CO.
2013-2009 Commissioned artwork for the Ouray Ice Climbing. Festival. Ouray, CO.
2013  Solo Show at the American Mountaineering Center. Golden, CO.
2012  Artwork commissioned for the FIBArk Kayaking Festival poster. Salida, CO.
2012  Featured Artist for the Golden Fine Arts Festival. Golden, CO.
2012-2011  Artwork chosen for the USA Pro Challenge Race Poster for Golden, CO.
2011  First Place Painting for the Golden Fine Arts Festival. Golden, CO.
2011  Solo Show at the American Mountaineering Center. Golden, CO.
2011  Artwork featured in Alpinist Magazine.
2011-2010  Commissioned artwork for the Moonlight Bike Festival, Denver, CO.
2010  Solo Exhibition at the Ouray Brewery. Ouray, CO.
2010  Solo Show at the Icelantic Gallery. Denver, CO.
2010  Solo Show at the Creede Repertory Theater. Creede, CO.
2010-2007  Jefferson County Public School Art Teacher’s Show. Arvada, CO.
2010-2005  Colorado Art Education Association Juried Show. Alamosa, CO.
2010  Artwork featured in Mountain Bike Action Magazine.
2009  Third place at Colorado Art Education Assoc. Juried Show. Palmer Lake, CO.

**Process**

This past summer, my wife and I had our first opportunity to plant a garden in the local community plot here in Golden. It was my first chance to get back to gardening I was a kid helping plant our family garden. The community garden here in Golden sits high up on a bluff and has a picturesque view of Castle Rock and South Table Mountain. It is from here I that took inspiration for this painting.

My proposed process is to create a large acrylic painting (30x40” or larger) that would be scanned and thus creating a banner to hang on the side of a building. The subject of the piece would be a close up view of tomato plants and looking through the leaves and stalks, a view of Castle Rock and South Table Mountain would be visible. The tomatoes would provide a vibrant contrast of complementary colors catching the eye of any onlooker. The view of the mountain is an iconic symbol of the city of Golden. This process is something that I have worked with GURA before. I would suggest that the image be turned into prints, posters, and t-shirts that could help raise money for the city and/or events sponsored by Natural Grocers.
(Sketch for idea) Photos and further research would be needed.
NAME: Trenna Daniells  
Date: Jan 5, 2015  
Address: 4534 Palmer Court  
Longmont, CO 80503  

720-524-6153  
cell: 303-829-1032  
trenna@trennadaniells.com

Website: www.trennadaniells.com

Contents:

Resume  
Examples of Past work  
Process for completing Banner  
Rendering of proposed Artwork  
Narrative for design concept and description
If there is a particular reaction to traveling to exotic places, it must be the traveler’s desire to bring it home. And share it. A love for diverse cultures, philosophies and wildlife was the genesis of Trenna Daniell’s first foray into art. From her trips to some of the most exotic places of the world, she as brought a little of those exotic places and creatures back with her. Whether it be capturing the tropics in Hawaii or the South Seas or heartfelt renderings of the endangered species she encountered on Safari in Africa.

With her most recent move to Boulder, Trenna has become a known art talent in the Front Range Art scene. She was accepted into the juried Boulder Open Arts Studio Tour. Her first Boulder show was this summer and fall at the Rembrandt Yard. The St Julien Hotel and Spa has chosen her to be their “Summer Artist”, where she will be on display throughout this world renowned resort.

Trenna began her journey into art in high school and college in the Pacific Northwest. She continually won awards for her involvement in the arts, which often led to painting giant murals and backdrops for the school plays. She won awards for the Art and Music programs at Mt Hood College. From 73 to 76 she
studied with famed Navajo Shaman and artist David “Chetlehe” Paladin in Prescott Arizona. His artistic techniques and spiritual teaching still touch her and influence her work today.

Her philosophical nature and motherhood sparked a need to write and for several years Trenna painted with words and developed a series of self-responsibility adventure stories for children. Her return to her studies at the UCLA Design School in California in 1989 brought back to life the roots and the longing to return to her art. It seemed to be very natural to apply architectural insights to creating a series of tropical fantasy island huts and a series of greeting cards. Her work was soon appearing in Aloha Airlines, Artists of Hawaii, and hanging in the Collectors Galleries on Maui and Kauai. Most recently the Palms Hotel and Casino, commissioned Trenna to produce southwestern pastels for their newly opened hotel in Las Vegas. Her work hangs numerous resorts around the world including Sandals Resort on Negril Beach in Jamaica. Safaris to Africa kindled her intense desire to paint endangered wildlife. On top of a canvas richly inlaid with gold leaf and natural pigments she combines ancient symbols and exotic birds and animals. In Trenna's paintings the animals speak volumes with their eyes and are often found in their natural habitat contrast against the rich treatment of gold. She is a featured artist in the “Best of Wildlife” edition from North Light Books. Trenna is currently living in the mountains of Colorado and is “Romancing the Rockies”. With it's rich history and scenic beauty she finds Colorado constant source of inspiration. Her mountain works hang in homes from Aspen, Vail and Beaver Creek.
**Project Team:**

I have worked with Chuck Renstrom for 5 years on photographing and printing my fine art. His work and professionalism is amazing. I have recommended him to many professionals in various fields and they have always been pleased.

**Chuck Renstrom**  
Professional Digital photographer and printer  
Owner: Double Take Photography  
[www.digitalcapturedenver.com](http://www.digitalcapturedenver.com)  
Double Take Artistic Images  
830 Kipling St  
Lakewood, CO 80215  
(303) 275-9224

The artistic and printing studio at Double Take Artistic Images features high resolution, color-accurate digital capture, drum scanning, and giclée printing. Our print shop has a full spectrum of colored inks available on a wide variety of substrate materials to achieve just the right total image sought by the discriminating artist.

Regardless of the artist’s style – the hard edge of high intensity modern abstraction to the soft, diffused, pastel transitions of the Impressionists – each color and stroke, each nuance of shading and hue, each bold, blocked shape or diffuse impression, each wide swath of brush or refined pinpoint line is accurately reproduced to the refinement of the original so that reproductions are virtually indistinguishable unless one violates the sacred edict to never touch the original work without a gloved hand.

The artist is assured that his or her original work will be handled with the extreme care required to respect its unique existence. After all, while the original can be reproduced with stunning accuracy, it cannot be replaced. We share the pride in the original work and assure it will be
I have worked with Jenny Hancey, on brochures, business cards, flyers, websites, white papers and her graphic design sense has always been spot on. She delivers quality work, on time and on target.

Jenny Hancey
Hancey Designs

**Hancey Design**
Jenny Hancey, Owner
303.816.0396
jenny@hanceydesign.com

**www.hanceydesigns.com**

Located in Colorado, Hancey Design and Nerocom work with clients from coast to coast. Jenny Hancey, owner of Hancey Design and Josh Nylund, owner of Nerocom, believe that graphic design and technical coding is about more than making something look fantastic - it's about communication, pure and simple. We listen to your needs and tailor each design and project accordingly. We start with a blank slate on each project - we do not use templates, as we believe each design should be as unique as you are.

By asking detailed questions, we are able to determine the right course of action for you from the start. Custom questionnaires help us, and you, narrow down some options so you aren’t paying for unnecessary design time. We communicate with you every step of the way with online proofs, emails and phone conversations until the job is done to your satisfaction.

We take pride in treating our clients with respect, and promise to be sensitive to deadlines and budgets.
SAMPLES OF PAST PROJECTS
Please see www.trennadaniells.com for examples as well

Open Art Studio,
Rembrandt Yard, St Julien
Hotel and Spa

Trenna’s work has been
featured recently at the
Rembrandt Yard Gallery in
Boulder.
This last fall Trenna was
accepted into the Open Arts
Studio Tour.

Trenna has been chosen to
be the featured “Colorado
Summer Artist” artist for the
St Julien Hotel and Spa. 25
of her paintings will be on
display, beginning in July.

Palms Hotel and Casino Project

Trenna was commissioned by the
Palms Casino in Las Vegas to paint 9
original paintings to be featured in all
the halls and suites of their 50 story
Hotel. The work encompassed,
approval of the original works,
proofing and printing of fine art prints,
specifying and over seeing production
of framing of finished artwork. All of
above to completed to budget and on
time.
Trenna's work was featured in “The Best of Wildlife Art” from North Light Books

F+W, A Content + eCommerce Company

The trusted resource for enthusiasts for nearly a Century. Inspiration, instruction, products and services. We sit at the core of our vertical Communities providing the exceptional experience our enthusiasts have come to expect. And it is upon this tradition that we build and serve new, and future communities. Expert, trusted, authoritative voices, product, and services. Guaranteed. www.fwmedia.com

Island Heritage Publishing

Trenna was commissioned by Island Heritage Publishing of Honolulu to produce a series of tropical greeting cards. There were 6 greeting cards in the series.

She was also chosen to be featured in “Aloha Airlines Calendar “Artists of Hawaii” for 2 years in a row
Sandals Hotel Negril Jamaica

Trenna was commissioned by Sandals Hotel to print 3 of her original paintings to be featured in all 300 of their guest rooms.

These prints were ordered to a specified size, ready for framing and delivered to Miami for shipment to Sandals in Negril Jamaica.
Description of the Design Concept

General Concept: History & Culture:

“Golden Colorado is the gateway to Rocky Mountain Adventure”. Golden is so rich in its colorful history and teaming with exciting activities. From the USA Pro Cycle Challenge speeding it’s way through the streets to white water Kayaking or fly-fishing the Clear Creek River. There are museums to visit, shopping and fine dining to experience. Looking for adventure and history, it abounds in Golden Colorado.

Collage Idea
I chose the backdrop of the famed Castle rock, draped by our gorgeous Colorado skies to set the location. Aspen Trees in their fall golden glory border the right side. And Buffalo Bill Cody dressed in his western finest astride his beautiful steed charges in on the left. Buffalo Bill had requested that his final resting place be Look Out Mountain and of course Golden is home to the famed Buffalo Bill Museum. The Howdy Folks welcome sign that hovers over Main Street says it all! Please not, type on the bottom and color of border changeable or optional.

Panel Idea

Using the same themes, I designed 4 separate panels that are interchangeable in design and order. Themes of History, Mining School “M”, Buffalo Bill, USA Pro cyclists, Kayaker, Scenic Beauty, Dining Alfresco, Music Scene. You have the option to pick theme, order, color, style of type or no type. This design allows ultimate flexibility and a myriad of options without the art becoming to busy or over crowded.

So, my visuals are about combining the history, beauty and heart pounding activities into a visual that reminds everyone that the Gateway to Rocky Mountain adventure begins here in Golden!
Golden, Colorado
Where the West Lives
Golden, Colorado
Where the West Lives
Golden, Colorado
Where the West Lives
Golden, Colorado
Where the West Lives
Name: Evan Semón
Date: 01.23.2015
Address: 101 w Irvington Pl Apt 2
City: Denver
State: CO
ZIP: 80223
Phone number: 720-620-6767
Email: evan.semon@gmail.com

Complete Application Checklist:
- Application form
- Resume
- Examples of past work
- Process for completing the project
- Sample colored rendering of your proposed artwork
- Narrative that includes design concept and description
Evan Sémon
101 W Irvington Suite B
Denver, CO 80233
(720) 620-6767
evan.semon@gmail.com

REFERENCES
Tim Rasmussen
Director of photography
The Denver Post
101 W. Colfax
Denver, CO 80202
(303) 954-1896
trasmussen@denverpost.com

Dean Krakel
Former director of photography
The Rocky Mountain News
101 W. Colfax
Denver, CO 80202
(303) 549-6796
dkrakel@gmail.com

Chris Meza
CEO Meza Construction
Denver, CO 80202
(303) 803-6646
cmeza@me.com

Andrew Hudson
founder/Andrew Hudson’s Joblist
1800 15th St
Denver, CO 80202
(720) 350-4329
ahudson@ahjoblist.com

Patrick Smyth
Spokesman/Media Relations
13655 Broncos PKWY
Englewood, CO 80112
(303) 883-3372

Steve Gonzales

Marcus Pachner
The Pachner Corp
1226 Bannock, St
Denver, CO 80204
(303) 825-1671

WORK EXPERIENCE
The Rocky Mountain News
Denver, CO
Circulation: 800,000
Staff photographer

Longmont Times-Call
summer 2003
Longmont, CO
Circulation: 50,000
Internship

Tulsa World
summer 2002
Tulsa, OK
Circulation: 120,000
Internship

Rochester Democrat & Chronicle
summer 2001
Rochester, NY
Circulation: 50,000
Internship

The Kansas City Star
summer 2000
Kansas City, MO
Circulation: 360,000
Internship

The Great Bend Tribune
1997 to 1999
Great Bend, KS
Circulation: 12,000
Staff photographer

EDUCATION
Kansas State University
2000 to 2003
A.Q. Miller School of Journalism

Metropolitan State University of Denver
2003 to 2005
Certificate BA Journalism, Mass Communication

AWARDS, HONORS, MEMBERSHIPS
• 2005 Portfolio of the Year mention, Atlanta Photojournalism Seminar
• 2004 College Photographer of the Year,
Atlanta Photojournalism Seminar
• 2004 Best of Photojournalism Sports Portfolio mention, NPPA
• Top 5 finish NPPAs REGION 9 Photographer of the Year
(’03, ’04, ’05, ’06, ’07)
• Member of SPJ, NPPA, NHJA, Denver Press Club
Super Broncos: From Elway to Tebow to Manning

Woody Paige and Mike Klis

Foreword by Jim Nantz
Gay Couples Celebrate Civil Unions in Colorado

Hundreds of gay and lesbian Coloradans gained legal recognition for their relationships early Wednesday morning as the state’s civil union law went into effect.

May 01, 2013 | 4 Comments

Anna and Fran Simon become the first couple to be joined in a civil union ceremony performed by Mayor Michael B. Hancock, shortly after midnight in Denver, May 1, 2013.
Evan Semón's look at Cycle Culture Colorado at John Fielder's gallery

By Ricardo Baca
LIFE SHOULD BE A NOVEL. NOT A SHORT STORY.

ILLUSTRATE LIFE WITH THE BIG BOX OF CRAYONS.
IF YOU’RE NOT A SPORTS FAN HERE, YOU’RE NOT A FAN.

THE ONLY COOKIE-CUTTER PLACES HERE ACTUALLY BAKE COOKIES.
IF YOU'RE NOT A SPORTS FAN HERE, YOU'RE NOT A FAN.

SOMETIMES TOO MUCH IS JUST ENOUGH.
Ugly Holiday Sweaters Are All the Rage

An Ugly Sweater race in Denver.
Credit: Evan Semon for The Human Movement

RELATED
- Article: Bad Taste, All in Fun
The John Hickenlooper Exception

Hickenlooper, running for governor, took seven showers to get his TV ad against dirty politics just right.
Process for completing the project

With the help of my team we will use a special 3M film that is made specifically for outdoor brick and textured surface use. We divide the panels into 58inch sections that have a small overlapping seams that are generally not seen and hidden by the texture of the brick, concrete, or similar texture that it is applied to. We also use a special over laminate that has a UV coating and will not fade up to 10 years. We generally guarantee the outdoor brick wrap for 2 years from installation date. The actual 3M material when laminated has a 10 year life expectancy. Due to the extreme conditions of hot and cold in Colorado, we say two years, but it will last the duration of this project.

As for installation, we place the panels on the brick using a heat gun or gas torch tool specific from 3M to get the wrap in every area of the brick creating the image of it being painted on. With a wall at this size, my team of installer will be able to put it install it in a mater of hours. Attached are some examples of an actual brick wrap. If you have a photograph of the building that it will be applied to, please feel free to send it to me so we can scale it up and show you a photoshop rendering how it will look after its installed. If you have another questions please feel free to call.

See example below
A sample colored, rendering of artwork intended for this project
Brief narrative of the project

As a photographer I am interested in making art that will move people. I think art is when final product produces more energy than it took to make it. I took this photo as part of a 12 piece collection called “Cycle Culture Colorado” that was hosted by John Fielder last year. The image submitted is of sunrise on TABLE MESA looking back at the City of Golden and further off Denver. The ideas behind the collection of photos was to get people excited about choosing to ride a bike over starting up their car, or start choosing to ride a bike to get healthy and better their lives, that’s a lot of energy being produced — far more than it took to press the shutter.

I think this image works for your intended purpose. I would also be willing to sit down with your team and discuss recreating the image from different vistas around the City of Golden. I’m easy to work with and would love to be selected for your project.
RESOLUTION 139

A RESOLUTION OF GOLDEN URBAN RENEWAL AUTHORITY AUTHORIZING THE CHAIR OF GOLDEN URBAN RENEWAL AUTHORITY AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED TO THE DDA BETWEEN GOLDEN WEST OFFICE, LLC, A COLORADO LIMITED LIABILITY COMPANY AND GOLDEN URBAN RENEWAL AUTHORITY

WHEREAS, the Golden Urban Renewal Authority (GURA) is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City of Golden under the Colorado Urban Renewal Law, C.R.S. 31-25-101 et seq; and

WHEREAS, according to the GURA bylaws, the chair shall sign all contracts, deeds and other instruments made by the Authority.

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

The GURA Chair is hereby authorized, empowered and directed for and on behalf of GURA to execute, on behalf of GURA, such agreements, instruments and documents as are described in the December 9, 2014 GURA approved DDA or otherwise necessary and desirable to consummate the conveyance of the Property, as may be acceptable to the GURA Chair, as evidenced by his execution thereof.

Adopted this 9th day of February 2015

______________________________  _______________________
Doug Miller, Chair                                Steve Glueck, Executive Director
Golden Urban Renewal Authority                        Golden Urban Renewal Authority
RESOLUTION 140

A RESOLUTION OF GOLDEN URBAN RENEWAL AUTHORITY APPROVING A COLLATERAL ASSIGNMENT OF THE RIGHT TO PAYMENTS UNDER PUBLIC AND FINANCE AND REDEVELOPMENT AGREEMENT WITH AND BY GATEWAY LAND INVESTMENTS LLC, AND DINOSAUR RIDGE METROPOLITAN DISTRICT

WHEREAS, the Golden Urban Renewal Authority (GURA) is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City of Golden under the Colorado Urban Renewal Law, C.R.S. 31-25-101 et seq; and

WHEREAS, by City of Golden City Council Resolution No. 2337, adopted April 24, 2014, the City adopted the West Colfax Urban Renewal Plan (the Plan), as such Plan may be amended from time to time, and designating the area delineated therein as an urban renewal area (the Plan Area) within the meaning of the Urban Renewal Law, designating the Plan Area as appropriate for urban renewal, and authorizing the use of incremental property tax revenues (“Incremental Plan Area Property Tax Revenues”) for support of redevelopment within the Plan Area; and

WHEREAS, GURA approved a Public Finance and Redevelopment Agreement with Gateway Land Investments, LLC., and Dinosaur Ridge Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado on October 13, 2014; and

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

GURA approves the Collateral Assignment of the Right to Payments under the Public Finance and Redevelopment Agreement with Gateway Land Investments, LLC and the Dinosaur Ridge Metropolitan District, a party to the Public Finance Agreement as defined in this Assignment, hereby approves and consents to the assignment set forth herein. However, by its signature, the undersigned does not agree to accept or undertake any responsibilities or liability, or otherwise become a party to this Assignment.

Adopted this 9th day of February 2015

________________________________________  _______________________________________
Doug Miller, Chair                         Steve Glueck, Executive Director
Golden Urban Renewal Authority            Golden Urban Renewal Authority
COLLATERAL ASSIGNMENT OF RIGHT TO PAYMENTS UNDER PUBLIC FINANCE REDEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF RIGHT TO PAYMENTS UNDER PUBLIC FINANCE REDEVELOPMENT AGREEMENT (this "Assignment"), is made as of the ___ day of February, 2015, by GATEWAY LAND INVESTMENT, LLC, a Colorado limited liability company ("Assignor"), having a place of business and mailing address at 1225 17th Street, Suite 1860, Denver, CO 80202, to GREAT WESTERN BANK, a South Dakota corporation (together with its successors and assigns, as Lender under the Loan Agreement, sometimes "Assignee" and other times "Lender"), having a place of business and a mailing address at 1020 W. Century Drive, Louisville, CO 80027, Attention: Christopher Melin.

RECITALS:

A. Concurrently with this Assignment, the Lender is making a loan modification to Assignor ("Loan"), evidenced by a promissory note in the principal amount of Five Million Two Hundred Forty Thousand One Hundred Sixty Eight and 00/100 Dollars $5,240,168.00 ("Note"), that certain Business Loan Agreement ("Loan Agreement") by and between Lender and Assignor, dated on or about the date hereof, and such other documents evidencing Assignor’s obligations to Lender with respect to the Loan (each a "Loan Document" and collectively the "Loan Documents"). All amounts owing or to be owed from time to time under the Loan Documents, together with all other obligations of the Assignor in respect thereof, are hereinafter collectively referred to as the "Indebtedness."

B. Assignor is a party to that certain Public Finance and Redevelopment Agreement dated October 13, 2014 ("Public Finance Agreement"), together with the Golden Urban Renewal Authority ("Authority") and the Dinosaur Ridge Metropolitan District ("District"), under which Assignor is entitled to certain reimbursements for constructing infrastructure and other public improvements, all of which is more specifically set forth in the Public Finance Agreement.

C. Assignor has elected to receive direct payments under Section 4.04 of the Public Finance Agreement.

D. In order to secure (i) the repayment of the Indebtedness; (ii) all other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due by Assignor to the Lender arising out of or related to the Loan and (iii) performance by Assignor of all provisions set forth herein (collectively the "Obligations") and induce Assignee to make the Loan, Assignor has agreed to execute and deliver this Assignment.

NOW THEREFORE, in order to induce Assignee to make the Loan and in consideration therefor: and other good and valuable consideration to Assignee paid (the receipt and sufficiency whereof are hereby acknowledged), Assignor hereby agrees as follows:

1. Incorporation of Recitals. The above recitals are incorporated by reference as substantive terms of this Assignment.
2. Assignment. As security for the Obligations, Assignor hereby collaterally assigns, transfers and sets over to Assignee, for the benefit of Assignee, and grants to Assignee, for the benefit of Assignee, a security interest in, and lien upon, all of Assignor’s right, title and interest in and to any and all revenue or reimbursements generated by or otherwise attributable to the Public Finance Agreement, any and all funds from time to time held pursuant to the Public Finance Agreement, and all other funds from time to time paid or payable to Assignor, or to any other person or entity at the direction or for the benefit of Assignor, under or pursuant to the Public Finance Agreement (collectively, “Public Finance Agreement Collateral”).

3. No Liability for Assignee.

(a) This Assignment is executed only as security for the Obligations, and, therefore, the execution and delivery of this Assignment shall not subject Assignee to, or transfer or pass to Assignee, or in any way affect or modify, the liability of Assignor under the Public Finance Agreement, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all of the obligations of Assignor to the District and Authority or other persons under the Public Finance Agreement shall be and remain enforceable by such other party, its successors and assigns, only against Assignor or persons other than Assignee and its respective successors and assigns, and that Assignee has not assumed any of the obligations or duties of Assignor under or with respect to the Public Finance Agreement.

(b) This Assignment shall not operate to place responsibility for the development, control, care, management or repair of the Project Area (as defined in the Public Finance Agreement) or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any terms, conditions, covenants or agreements contained in the Public Finance Agreement or for any dangerous or defective condition of Project Area or for any negligence in the development, management, upkeep, repair or control of the Project Area resulting in loss or injury or death to any tenant, occupant, licensee, invitee, customer, employee or stranger, or for duties of the Assignor under or with respect to the Public Finance Agreement.

4. Assignor’s Representations, Warranties and Covenants. Assignor represents, warrants and agrees as follows:

(a) Assignor will faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which the Public Finance Agreement provides are to be kept, observed or performed by Assignor, and will promptly notify Assignee in writing of all defaults and events of default under the Public Finance Agreement known to Assignor;

(b) to the Assignor’s knowledge, the Public Finance Agreement is in full force and effect, and Assignor will take all action which might reasonably be required to keep such agreement in full force and effect and to keep it from expiring or being canceled, rescinded or terminated;
(c) Assignor will not knowingly amend, cancel, rescind, abridge, modify or terminate the Public Finance Agreement or knowingly waive, release, discharge or consent to the release of any other party to the Public Finance Agreement of or from any obligation, covenant, condition or agreement to be kept, observed or performed by such other party;

(d) without the prior written consent of Assignee, which shall not be unreasonably withheld, conditioned or delayed, Assignor will not take any action (including, without limitation, the exercise of any right or option) which would permit, or give rise to a right permitting, any other party to the Public Finance Agreement, or any other person or entity whatsoever, to cancel, rescind or terminate the Public Finance Agreement;

(e) Assignor will enforce, at its sole cost and expense, short of termination, the performance and observance of each and every material covenant and condition of the Public Finance Agreement to be performed or observed by the other party or parties thereto;

(f) at Assignor’s sole cost and expense, Assignor will appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the rights, obligations, covenants, conditions, duties, agreements or liabilities of Assignor which materially affects Assignee’s right, title and security interest in and to the Public Finance Agreement Collateral;

(g) should Assignor knowingly fail to perform any act which this Assignment or Public Finance Agreement requires or knowingly refrain from any act which this Assignment or Public Finance Agreement requires, then Assignee may, but shall have no obligation to (and shall not thereby release such Assignor from any obligation hereunder), make such payment or do or prevent such act in such manner and to such extent as Assignee may deem reasonably necessary or advisable to protect the security provided hereby, which rights of Assignee shall specifically include, without limiting Assignee’s general powers herein granted, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of Assignee hereunder (or any of them), and also the right to perform and discharge each and every one, or any one or more, of the obligations, covenants, conditions, duties and agreements of Assignor contained in the Public Finance Agreement; and in exercising any such powers, Assignee may pay necessary or advisable costs and expenses and incur and pay reasonable attorneys’ fees, and Assignor will reimburse Assignee for such costs, expenses and fees;

(h) Assignor is the lawful owner of the Public Finance Agreement Collateral with full right to pledge, deliver, assign and transfer the Public Finance Agreement Collateral to Assignee; so long as this Assignment is in effect, Assignor will not further assign, transfer or otherwise encumber its interest in any of the Public Finance Agreement Collateral;
the Public Finance Agreement is legal, valid, binding and enforceable against Assignor in accordance with its terms; to the Assignor’s knowledge, no party under any of the Public Finance Agreement is, or with the giving of notice or the passage of time, or both, would be, in breach or default thereunder; and, to the Assignor’s knowledge, all obligations, covenants, conditions, duties and agreements have been kept, observed and performed as required thereunder; and

Assignor has the right to make this Assignment, and this Assignment has been duly authorized by appropriate organizational action of Assignor’s members and managers.

5. **Attorney-in-Fact.** Assignor hereby irrevocably authorizes Assignee, and appoints Assignee the attorney-in-fact of such Assignor, at Assignee’s option, to (at any time during the existence and continuation of a breach or default of the Obligations, this Assignment or any other Loan Document) give any and all notices and to take any and all other actions required under any of the Public Finance Agreement, or to receive any funds or realize upon any other rights or benefits thereunder. Such appointment shall be deemed to be coupled with an interest.

6. **Survival.** This Assignment and all rights herein assigned to Assignee shall survive the foreclosure of any deed of trust and any other Loan Document, but shall terminate upon the date the Loan and all amounts due under the Loan Documents are indefeasibly paid in cash in full.

7. **Further Assurances.** Assignor will, from time to time, at its sole cost and expense, do and perform any other act or acts, will execute, acknowledge, deliver and file, register, record and deposit (and will refile, reregister, rerecord and redeposit whenever required) any and all further instruments required by law or reasonably requested by Assignee in order to confirm, or further assure, the interests of Assignee hereunder, and will take such actions and execute such instruments and documents as Assignee may reasonably request to facilitate Assignee’s exercise of Assignor’s rights, obligations and duties under the Public Finance Agreement or otherwise with respect to the Public Finance Agreement Collateral.

8. **Assignment by Assignee.** Assignee may assign all or any of the rights assigned to it hereby, or arising under the Public Finance Agreement, including, without limitation, the right to receive any or all payments due or to become due upon written notice to Assignor. In the event of any such assignment, such successor or assign of Assignee shall enjoy all rights and privileges and be subject to all obligations of Assignee hereunder.

9. **Notice.** Assignor shall give Assignee, at the place for giving notices to Assignee under the Loan Agreement, copies of all notices or communications to or from any party to the Public Finance Agreement claiming any default, breach or violation by any other party thereto.

10. **Events of Default.** Assignor will be in “Default” under the terms of this Assignment upon the happening of any of the following events or conditions:

(a) Default by Assignor in the payment or performance of any Obligations; provided, however, that Assignor has received the benefit of all applicable notice and cure rights available to Assignor in the Loan Documents and Public Finance Agreement.
(b) The making or furnishing of any warranty or representation to Lender which proves to have been false in any material respect when made or furnished.

(c) Any default by Assignor under any other documents or instruments evidencing or relating to the Loan, beyond all applicable notice and cure rights available to Assignor in the Loan Documents.

11. Assignor’s Rights Prior to Default. By its acceptance of this Assignment, Assignee hereby agrees with Assignor that, so long as Assignor is not in Default, Assignee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, titles, interests, powers, privileges, authorizations or benefits assigned and transferred to Assignee pursuant to this Assignment, and Assignor may exercise or enforce, or seek to exercise or enforce, such rights, titles, interests, powers, privileges, authorizations or benefits assigned and transferred to Assignee.

12. Remedies. Subject to the Loan Documents, Assignee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Colorado with respect to the Public Finance Agreement Collateral, and any other rights and remedies provided by law or equity or provided hereunder or under any other document executed in connection with the Loan.

13. Indemnification. Unless caused by the gross negligence or willful misconduct of Assignee, Assignor shall indemnify, protect, defend and hold Assignee and its respective successors and assigns harmless from and against any and all claims, demands, liabilities, losses, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees) to which any such indemnified party may become exposed, or which any such indemnified party may incur, in exercising any of its rights under this Assignment or due to the execution of this Assignment, and shall otherwise pay when due, or reimburse any such indemnified party upon demand for, any and all costs and expenses incurred by any such indemnified party in connection with the Indebtedness.

14. No Partnership. This Assignment is not intended to create any partnership or joint venture among any Assignor and Assignee.

15. No Waiver. No delay, omission or failure of Assignee to exercise its rights or remedies under this Assignment upon the occurrence of any breach of or Default or Event of Default under the Loan Agreement, this Assignment or any other Loan Document, and no waiver of any breach of or Default or Event of Default under the Loan Agreement, this Assignment or any other Loan Document, shall be deemed to waive, exhaust or impair Assignee’s ability or right to exercise such rights at a later time with respect to such breach, Default or Event of Default or with respect to any other such breach, Default or Event of Default, as the case may be.

16. Successors and Assigns. This Assignment shall bind and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of Assignor and Assignee.
17. **Financing Statement.** A carbon, photographic or other reproduction of this Assignment or any financing statement relating to this Assignment shall be sufficient to be effective as a financing statement.

[Remainder of page intentionally blank; next page is signature page]
CONSENT AND ACKNOWLEDGEMENT

The undersigned District, a party to the Public Finance Agreement as defined in the above Assignment, acknowledges Assignor has elected, under Section 4.04 of the Public Finance Agreement, to receive direct payments from the Golden Urban Renewal Authority, and the District, by placement of the signature of its authorized representative below, acknowledges it no longer has an interest in the revenues to be distributed under the Public Finance Agreement.

Dated this ____ day of __________, 2015.

DISTRICT:

DINOSAUR RIDGE METROPOLITAN DISTRICT

By: [Signature] President

ATTEST:

By: [Signature]
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

GATEWAY LAND INVESTMENT, LLC,
a Colorado limited liability company

By: [Signature] [Name]
   Manager

ASSIGNEE:

GREAT WESTERN BANK
a South Dakota banking corporation

By: [Signature] [Name]
   Chris Melin, Vice President
CONSENT AND ACKNOWLEDGEMENT

The undersigned, a party to the Public Finance Agreement as defined in the above Assignment, approves, ratifies, confirms and consents to the foregoing Assignment.

Dated this ____ day of __________, 2015.

AUTHORITY:

GOLDEN URBAN RENEWAL AUTHORITY

By: ____________________

ATTEST:

By: ____________________
CONSENT AND ACKNOWLEDGEMENT

The undersigned, a party to the Public Finance Agreement as defined in this Assignment, hereby approves and consents to the assignment set forth herein. However, by its signature, the undersigned does not agree to accept or undertake any responsibilities or liability, or otherwise become a party to this Assignment.

Dated this 9th day of February, 2015

AUTHORITY:

GOLDEN URBAN RENEWAL AUTHORITY

By: ________________________________

ATTEST:

By: ________________________________
## GURA
### Revenues and Expenditures
#### Budget to Actual - Jan - Dec 2014

-----DRAFT-----

### Diff. Current

<table>
<thead>
<tr>
<th>% Change</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>% of Current to Prior</th>
<th>Actual</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prior Year</td>
<td>Prior Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Budget</td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Actual</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVENUES:

#### Tax Increment Revenue

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>630,000</td>
<td>834,794</td>
<td>131%</td>
</tr>
<tr>
<td>1,355,639</td>
<td>1,364,015</td>
<td>102%</td>
</tr>
<tr>
<td><strong>1,965,639</strong></td>
<td><strong>2,168,809</strong></td>
<td><strong>111%</strong></td>
</tr>
</tbody>
</table>

#### Other Revenue

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1,350</td>
<td>60%</td>
</tr>
<tr>
<td>0</td>
<td>1,980</td>
<td>7%</td>
</tr>
<tr>
<td>0</td>
<td>0 Restricted Funds Received</td>
<td>0%</td>
</tr>
<tr>
<td>1,560</td>
<td>2,320</td>
<td>12%</td>
</tr>
<tr>
<td><strong>2,060</strong></td>
<td><strong>5,850</strong></td>
<td><strong>2%</strong></td>
</tr>
</tbody>
</table>

#### Total Other Revenue

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,975,626</td>
<td>2,211,625</td>
<td>105%</td>
</tr>
</tbody>
</table>

#### Total REVENUES

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,347,542</td>
<td>2,456,483</td>
<td>105%</td>
</tr>
</tbody>
</table>

### EXPENDITURES:

#### Personnel Expenditures

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>134,348</td>
<td>123,115</td>
<td>-92%</td>
</tr>
<tr>
<td>47,250</td>
<td>39,070</td>
<td>-18%</td>
</tr>
<tr>
<td>4,631</td>
<td>2,988</td>
<td>-19%</td>
</tr>
<tr>
<td>500</td>
<td>10 Benefits</td>
<td>-50%</td>
</tr>
<tr>
<td>382</td>
<td>1,345 Insurance</td>
<td>41%</td>
</tr>
<tr>
<td><strong>181,111</strong></td>
<td><strong>166,427</strong></td>
<td><strong>79%</strong></td>
</tr>
</tbody>
</table>

#### Total Personnel Expenditures

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>193,755</td>
<td>68,125</td>
<td>-65%</td>
</tr>
</tbody>
</table>

#### Operating Expenditures

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,500</td>
<td>2,177</td>
<td>-44%</td>
</tr>
<tr>
<td>15,000</td>
<td>16,724</td>
<td>-18%</td>
</tr>
<tr>
<td>2,500</td>
<td>2,500</td>
<td>-0%</td>
</tr>
<tr>
<td>4,000</td>
<td>4,241</td>
<td>-5%</td>
</tr>
<tr>
<td>1,000</td>
<td>461</td>
<td>-5%</td>
</tr>
<tr>
<td>517</td>
<td>0 Bank Charges</td>
<td>0%</td>
</tr>
<tr>
<td>2,000</td>
<td>1,885</td>
<td>-15%</td>
</tr>
<tr>
<td>16,000</td>
<td>16,857</td>
<td>5%</td>
</tr>
<tr>
<td>1,500</td>
<td>1,566</td>
<td>-4%</td>
</tr>
<tr>
<td>21,180</td>
<td>21,180</td>
<td>0%</td>
</tr>
<tr>
<td>1,701</td>
<td>1,949</td>
<td>-13%</td>
</tr>
<tr>
<td>4,168</td>
<td>3,351</td>
<td>-24%</td>
</tr>
<tr>
<td>3,000</td>
<td>4,596</td>
<td>-51%</td>
</tr>
<tr>
<td><strong>79,066</strong></td>
<td><strong>79,367</strong></td>
<td><strong>24%</strong></td>
</tr>
</tbody>
</table>

#### Total Operating Expenditures

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>79,564</td>
<td>62,658</td>
<td>-22%</td>
</tr>
</tbody>
</table>

#### Downtown Services

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>250</td>
<td>350 Memorial Engraving</td>
<td>-41%</td>
</tr>
<tr>
<td>2,000</td>
<td>0 Downtown Directories Update</td>
<td>0%</td>
</tr>
<tr>
<td>6,000</td>
<td>5,087 Banners</td>
<td>0%</td>
</tr>
<tr>
<td>59,690</td>
<td>64,619 Holiday Lights</td>
<td>-3%</td>
</tr>
<tr>
<td>10,000</td>
<td>10,000 Power Washing</td>
<td>0%</td>
</tr>
<tr>
<td>15,450</td>
<td>9,390 Parking Enforcement</td>
<td>-38%</td>
</tr>
<tr>
<td>65,000</td>
<td>26,239 City Services</td>
<td>-58%</td>
</tr>
<tr>
<td>84,752</td>
<td>87,498 Parking Structure Operations</td>
<td>0%</td>
</tr>
<tr>
<td>25,906</td>
<td>25,336 Clear Creek</td>
<td>-24%</td>
</tr>
<tr>
<td>58,646</td>
<td>62,162 Gateway Station</td>
<td>11%</td>
</tr>
<tr>
<td>2,500</td>
<td>920 Other Downtown Services</td>
<td>-2%</td>
</tr>
<tr>
<td><strong>245,842</strong></td>
<td><strong>204,103</strong></td>
<td><strong>24%</strong></td>
</tr>
</tbody>
</table>

#### Total Downtown Services

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>296,300</td>
<td>228,010</td>
<td>-23%</td>
</tr>
</tbody>
</table>
## GURA Revenues and Expenditures
### Budget to Actual - Jan - Dec 2014

<table>
<thead>
<tr>
<th>Prior Year Budget</th>
<th>Prior Year Actual</th>
<th>Current Year Budget</th>
<th>Current Year Actual</th>
<th>% of Prior Year Budget</th>
<th>% Change to Prior Year Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GURA Projects</strong></td>
<td></td>
<td><strong>Diff. Current</strong></td>
<td><strong>% Change</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5,000</td>
<td>5,000</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>-100%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>-100%</td>
</tr>
<tr>
<td>10,000</td>
<td>14,032</td>
<td>0</td>
<td>5,713</td>
<td>0%</td>
<td>-59%</td>
</tr>
<tr>
<td>0</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>(36)</td>
<td>-100%</td>
</tr>
<tr>
<td>5,000</td>
<td>22,736</td>
<td>0</td>
<td>0</td>
<td>(22,736)</td>
<td>-100%</td>
</tr>
<tr>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>0%</td>
<td>-100%</td>
</tr>
<tr>
<td>5,000</td>
<td>18,973</td>
<td>500,000</td>
<td>786</td>
<td>(18,186)</td>
<td>-100%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>10,000</td>
<td>138,872</td>
<td>1389%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>20,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>12,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>1,747</td>
<td>30,624</td>
<td>0</td>
<td>0%</td>
<td>-100%</td>
</tr>
<tr>
<td>4,000</td>
<td>0</td>
<td>10,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>15,000</td>
<td>0</td>
<td>15,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>43,584</td>
<td>500,000</td>
<td>0</td>
<td>(43,584)</td>
<td>-100%</td>
</tr>
<tr>
<td>400,000</td>
<td>0</td>
<td>340,000</td>
<td>0</td>
<td>(2,015)</td>
<td>-100%</td>
</tr>
<tr>
<td>12,000</td>
<td>0</td>
<td>12,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>10,000</td>
<td>59</td>
<td>10,000</td>
<td>29</td>
<td>(30)</td>
<td>-51%</td>
</tr>
<tr>
<td>0</td>
<td>4,362</td>
<td>500,000</td>
<td>2,040</td>
<td>(2,322)</td>
<td>-50%</td>
</tr>
<tr>
<td>10,000</td>
<td>10</td>
<td>10,000</td>
<td>5,000</td>
<td>50%</td>
<td>4,990</td>
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<td>15,000</td>
<td>12,890</td>
<td>15,000</td>
<td>11,000</td>
<td>73%</td>
<td>(1,890)</td>
</tr>
<tr>
<td>3,500</td>
<td>0</td>
<td>3,500</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>25,000</td>
<td>4,212</td>
<td>17%</td>
<td>4,212</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>75,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>75,000</td>
<td>0</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>250,000</td>
<td>567</td>
<td>0%</td>
<td>567</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>500,000</td>
<td>38,103</td>
<td>8%</td>
<td>38,103</td>
</tr>
<tr>
<td><strong>Total GURA Projects</strong></td>
<td><strong>500,750</strong></td>
<td><strong>2,362,250</strong></td>
<td><strong>405,856</strong></td>
<td><strong>17%</strong></td>
<td><strong>280,216</strong></td>
</tr>
</tbody>
</table>

### Outreach Expenditures

| 2,000 | 3,248 | Community & Promo Activities | 2,000 | 0 | 0% | (3,248) | -100% |
| 10,000 | 0 | Annual Report | 10,000 | 0 | 0% | 0 | 0% |
| 10,000 | 0 | Newsletter | 10,000 | 0 | 0% | 0 | 0% |
| **Total Outreach Expenditures** | **22,000** | **3,248** | **0** | **0%** | **(3,248)** | **-100%** |

### Community Grants

| 10,000 | 9,167 | Miner’s Alley Playhouse | 10,000 | 10,000 | 100% | 833 | 9% |
| 50,000 | 60,000 | Foothills Art Center | 10,000 | 0 | 0% | (60,000) | -100% |
| 0 | 0 | Cowboy Poetry | 10,000 | 10,000 | 100% | 10,000 | 0% |
| 0 | 0 | Visit Golden | 15,000 | 15,000 | 100% | 15,000 | 0% |
| 12,000 | 8,928 | Façade & Alley renovations | 12,000 | 0 | 0% | (8,928) | -100% |
| 30,000 | 39,083 | General Improvement Grant | 30,000 | 56,896 | 190% | 17,813 | 46% |
| 7,500 | 6,300 | Energy & Water Audit Implementation | 7,500 | 4,566 | 61% | (1,734) | -28% |
| **Total Community Grants** | **109,500** | **123,478** | **94,500** | **96,462** | **102%** | **-27,016** | **-173%** |

(UNAUDITED - See Accountants’ Compilation Report)
## GURA
Revenues and Expenditures
Budget to Actual - Jan - Dec 2014

-----DRAFT-----

### Diff. Current % Change

<table>
<thead>
<tr>
<th>Description</th>
<th>Prior Year Budget</th>
<th>Prior Year Actual</th>
<th>Current Year Budget</th>
<th>Current YTD Actual</th>
<th>% of Prior Actual</th>
<th>% of Current Actual</th>
<th>% Change to Prior Actual</th>
<th>% Change to Prior Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Participation</td>
<td>7,000</td>
<td>4,060</td>
<td>3,500</td>
<td>3,685</td>
<td>105%</td>
<td>(375)</td>
<td>-9%</td>
<td></td>
</tr>
<tr>
<td>Thai Gold</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>12,000</td>
<td>-9%</td>
<td></td>
</tr>
<tr>
<td>St Clair Properties</td>
<td>5,000</td>
<td>2,133</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>(2,133)</td>
<td>-100%</td>
<td></td>
</tr>
<tr>
<td>Grappa</td>
<td>4,000</td>
<td>1,626</td>
<td>2,000</td>
<td>0</td>
<td>0%</td>
<td>(1,626)</td>
<td>-100%</td>
<td></td>
</tr>
<tr>
<td>Tonebones</td>
<td>3,000</td>
<td>2,794</td>
<td>1,000</td>
<td>1,576</td>
<td>158%</td>
<td>(1,217)</td>
<td>-44%</td>
<td></td>
</tr>
<tr>
<td>Total Owner Participation</td>
<td>19,000</td>
<td>10,612</td>
<td>6,500</td>
<td>17,261</td>
<td>266%</td>
<td>6,649</td>
<td>63%</td>
<td></td>
</tr>
</tbody>
</table>

### Debt Service Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Prior Year Budget</th>
<th>Prior Year Actual</th>
<th>Current Year Budget</th>
<th>Current YTD Actual</th>
<th>% of Prior Actual</th>
<th>% of Current Actual</th>
<th>% Change to Prior Actual</th>
<th>% Change to Prior Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoBiz Loan Interest</td>
<td>113,214</td>
<td>113,322</td>
<td>73,749</td>
<td>52,286</td>
<td>71%</td>
<td>(61,036)</td>
<td>-54%</td>
<td></td>
</tr>
<tr>
<td>Debt Service Principal</td>
<td>1,103,146</td>
<td>1,103,038</td>
<td>1,142,611</td>
<td>1,864,074</td>
<td>163%</td>
<td>761,036</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>CoBiz Loan Draw Fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Brown Field Loan Interest</td>
<td>4,571</td>
<td>1,855</td>
<td>2,307</td>
<td>3,719</td>
<td>161%</td>
<td>1,864</td>
<td>101%</td>
<td></td>
</tr>
<tr>
<td>Revolving Loan Fund</td>
<td>50,000</td>
<td>51,555</td>
<td>50,000</td>
<td>125,716</td>
<td>251%</td>
<td>74,161</td>
<td>144%</td>
<td></td>
</tr>
<tr>
<td>Total Debt Service Expenditures</td>
<td>1,270,931</td>
<td>1,269,769</td>
<td>1,268,667</td>
<td>2,045,795</td>
<td>161%</td>
<td>776,020</td>
<td>61%</td>
<td></td>
</tr>
</tbody>
</table>

| Contingency      | 35,000            | 0                 | 35,000              | 0                 | 0%               | 0                   | 0%                       |                          |

TOTAL EXPENDITURES | 2,469,200         | 1,982,644         | 4,358,536           | 2,924,167         | 67%              | 938,923             | 47%                       |                          |

(493,574) 228,981 Revenues over/(under) Expenditures (2,010,994) (467,684) 23% (694,066) -36%

(Unaudited - See Accountants' Compilation Report)
## Preliminary Calc of GURA Downtown Fund, Post Debt Retirement

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Year End Cash Reserves</td>
<td>$1,550,000</td>
</tr>
<tr>
<td>2015 Property Tax Increment</td>
<td>$1,525,000</td>
</tr>
<tr>
<td>Colfax Debt to downtown</td>
<td>$139,975</td>
</tr>
<tr>
<td>Central Debt to Downtown</td>
<td>$31,762</td>
</tr>
<tr>
<td>Parfet 8th (2013) debt to Downtown</td>
<td>$22,736</td>
</tr>
<tr>
<td><strong>Sub Total Revenues</strong></td>
<td><strong>$3,269,473</strong></td>
</tr>
<tr>
<td>2015 Final Debt</td>
<td>($480,000)</td>
</tr>
<tr>
<td>2015 downtown contribution to operating*</td>
<td>($50,000)</td>
</tr>
<tr>
<td>DDA Seed Money</td>
<td>($500,000)</td>
</tr>
<tr>
<td><strong>Subtotal Firm Obligations</strong></td>
<td><strong>($1,030,000)</strong></td>
</tr>
<tr>
<td>Preliminary Downtown Legacy Fund</td>
<td><strong>$2,239,473</strong></td>
</tr>
</tbody>
</table>

**Legacy Fund Opportunities**

- Clear creek Garage stair repair                         | ($50,000)   |
- Banks gate and Garage Repairs                           | ($80,000)   |

**Subtotal Opportunities**                                | **($130,000)** |

**Initial Fund Balance**                                   | **$2,109,473** |

**Proposed Legacy Fund for Major Project**                  | **$2,109,473** |

* 2015 Conservative operating includes reduced administration
January 26, 2015

Mrs Eileen Banks
711 12th Street
Golden, CO 80401

Re: Proposed Negotiated Resolution of Prior Agreements with GURA

Dear Mrs. Banks:

As a follow-up to the meeting I attended last week and our anticipated continued discussion currently planned for January 30th, I wanted to summarize the main ideas supported by either GURA staff or your family. I also attach the summary of options that I previously prepared, but focus on what appear to be supportable to at least one part of the negotiation. It is my hope that after our Thursday meeting, we can move toward a resolution. The three below alternatives appear to fall into two categories:

**Appears to be acceptable to Banks group.**

1. GURA terminate contract with ARES for phase 2. GURA and Banks enter into good faith negotiations regarding a redevelopment of both Lot 4 and the Banks property that may include a land swap. GURA or Banks fill in openings in walls 1 and 2 as part of a redevelopment negotiation. As I have indicated, it is unlikely that the GURA board will be interested in violating their contract with ARES. However, I understand that you wish to present this idea to the board members with whom we will be meeting.

2. GURA create an access from the parking garage onto Lot 4 (southeast corner) directly to the sidewalk along the west side of the proposed Lot 4 building, such that Banks can create steps down to such walk for a controlled access to the Banks property. I also indicated that this option is both infeasible and would be a greater building code concern. It is not feasible, in that the exit from the garage is three to four feet above the proposed grade of the building and sidewalk. At the maximum ADA grade of 5%, it would take 60 – 80 feet horizontally to catch grade, which would prevent the building exit that necessitated the sidewalk. Further, the Building Official and staff (GURA and City) are both opposed to creating an opening in this wall within inches of the property line.
Acceptable to GURA.

1. As shown on the attached sketch, this alternative has the Banks sell an easement over the south 5 feet of property for fair market value (I and our board representatives will be happy to discuss such an amount in person). The proposal is for purchase of an easement rather than the fee simple sale of the property, so that you can use the 5’ separation from the property line (included in the easement area) in order to allow openings in the south wall of any future building you may choose to construct on this portion of the property. A public access opening would be cut in the first floor wall of the garage with no gate or door. This area becomes a public access route that is fenced (by GURA) to prevent trespassing onto Banks property. GURA to fill in openings in walls 1 and 2 and part of 3 to meet code and prevent jumping over the wall to enter or exit the garage. While you indicated a desire to avoid any more conveyances to GURA, please consider that this option maintains all of your parking spaces (if you re-stripe the surface spaces) and virtually all re-development potential (minus the south five feet that you would not likely use) and solves the trespassing concern, which has seemed to be a paramount issue.

As we prepare to continue our mutual effort to resolve the prior agreement terms, I hope you will consider that the GURA proposal is a way to take advantage of the lessons we all have learned about the original transactions, and to fairly compensate you for the new 115 square foot easement conveyance.

I look forward to our upcoming discussions.

Sincerely,

[Signature]

Steve Glueck
Director of Community and Economic Development

Attachment: Summary of various alternatives
Sketch of GURA proposal
GURA / Banks Agreement Resolution

Statement of Issue: GURA and Banks Family entered into a series of agreements for the transfer of real property to facilitate the construction of the parking structure at 1250 Jackson Street. Among other provisions in the agreement was a provision that the Banks’ property would for perpetuity have the exclusive use of six designated parking spaces in the structure, and would also have an access gate for their exclusive use. After construction of the structure, it was determined that the building and fire safety codes require the gate to be available for emergency use, since its’ existence creates the expectation of availability in an emergency. An early solution of labeling it as keypad or key for the authorized use and otherwise emergency only, with a siren sounding upon opening was unsuccessful as parking structure patrons continued to open the gate sounding the alarm for long periods of time. Such parking lot patrons continue to trespass over the Bank’s property. The Banks family are requesting that GURA find a way to perform under the agreement. Most recently it was also determined that there are openings in three walls within various distances of the Banks property that would typically require a five foot separation from a property line or a combination of separation and easement.

There appear to be several potential solutions, (some probably totally unacceptable to one or more parties) each with pros and cons to both parties.

Assumptions:

- Any gate or door from the garage must also function as an emergency exit from the garage, and must have an easement for the public to walk from the gate or door to a public way.
- For sake of simplicity, it is assumed that the openings in the northern most 18’ long north/south wall within 1.5’ from the Banks property line will be filled-in in all scenarios.
- The Building Official indicates he cannot consider direct access (pedestrian) from the garage into a building (the basement garage agreement essentially relocated the property line)
- There are many many opportunities to mix and match from different scenarios.

<table>
<thead>
<tr>
<th>Alternative Description</th>
<th>Pros</th>
<th>Cons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monetary Solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase six spaces back and close gate, purchase 1.8’ easement along 45’ wall (#3 on sketch) Fill in openings in walls 1 and 2.</td>
<td>For Banks: Receive cash now. Eliminate trespassing. For GURA: Resolve issue. Adds 6 public access spaces to parking garage</td>
<td>For Banks: Severely limits future redevelopment options. For GURA: A large cash outlay that has not been planned.</td>
</tr>
<tr>
<td>Trade six exclusive spaces for 14 cash in lieu spaces, close gate, purchase 1.8’ easement along 45’ wall (#3 on sketch) Fill in openings in walls 1 and 2.</td>
<td>For Banks: Assures redevelopment potential for larger building; eliminates trespassing. Best for future redevelopment. For GURA: Resolve issue, promote a nice two to three story redevelopment of site.</td>
<td>For Banks: Lose exclusive use of spaces. Need to walk to official entrance. For GURA: May reduce the number of cash in lieu spaces for other projects in future.</td>
</tr>
<tr>
<td>Construction and mixed solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implement solution to meet building code, re gate or door emergency exit. Can be current location or relocated location provided easement to public right of way provided. Fill in openings in walls 1 and 2. Openings in wall 3 TBD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove gate, Close all openings in walls 1, and 2, (and maybe 3), Banks retain designated spots, or move to another location in garage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banks sell easement over the south 5 feet of property. Opening cut in wall with no gate or door. This area becomes public access route that is fenced to prevent trespassing on Banks property. GURA to fill in openings in walls 1 and 2 and part of 3 to meet code.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Banks maintain development potential, trespassing solved. For GURA... more straightforward solves the most goals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banks do not have exclusive access (which caused the problem anyway)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Wait to see if ARES builds phase 2. If not GURA and Banks do land swap including conveyance of the land (and parking spaces) west of wall 3 to GURA and Lot 4 to Banks local development team. Fill in openings in walls 1 and 2. GURA option whether to put a pedestrian opening in wall 3.

GURA terminate contract with ARES for phase 2. Consider above deal.
BUILDING LOCATION CERTIFICATE

I HEREBY CERTIFY THAT THIS BUILDING LOCATION CERTIFICATE WAS PREPARED FOR GOLDEN URBAN RENEWAL, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. THIS CERTIFICATE IS VALID ONLY FOR USE BY GOLDEN URBAN RENEWAL AND DESCRIBES THE BOUNDARIES APPEARANCE ON JANUARY 6, 2015

ROBERT J. HENNESSY, PLS NO. 974220
FOR AND ON BEHALF OF JEHN ENGINEERING
5690 WEBSTER STREET, ARVADA, CO 80003

JeHN ENGINEERING
5690 WEBSTER STREET
ARVADA, CO 80003
PH. (303) 423-6320 FAX (303) 421-8428

LOCATION:
LOCATED IN THE SW 1/4 OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M. CITY OF GOLDEN, COUNTY OF JEFFERSON, STATE OF COLORADO

BH TITLE: BUILDING EXHIBIT

SCALE: VARIES REVISED: 1.6.15 2226-214-046 BUILDING EXHIBIT.DWG