GOLDEN URBAN RENEWAL AUTHORITY
BUSINESS MEETING
City Council Chambers
911 Tenth Street
January 13, 2014
6:30 p.m.
******************************************************************************
I. Call to Order
II. Roll Call
III. Approval of Minutes – Business Meeting of 12/9/13
IV. Public Comment
V. Reports of Committees/Matters for the Authority
   1. Finance Committee
      a. Discussion/action re 2013 Audit
   2. Human Resources Committee
   3. Communications Committee
   4. Development and Operations
      a. Discussion/action/update re Equity Ventures/Natural Grocers
         i. Discussion/action re Sales Tax IGA with City
         ii. Discussion/action re Façade and Community Gardens Leases
      b. Discussion/action/update re Lot 2/4 redevelopment project
      c. Discussion/action re West Colfax Urban Renewal Project
         i. Review Conditions Study
         ii. Discussion re Owner Support/Concern
         iii. Discuss potential early infrastructure project
         iv. Schedule Update
      d. Discussion re Downtown Streetscape Plan
VI. New Business
   1. Discussion/action/update re update from 1111 Miners Alley façade and building code grant request
   2. Discussion/action re adoption of Resolution 122 re time and place of meetings
VII. Commissioners Concerns
VIII. Staff Report
IX. Executive Session: For the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a) regarding the real property known as “Lots 2 and 4 Golden Gateway Station Minor Replat #2” which are bounded by 12th and 13th Streets and Prospectors Alley, all located in Golden, CO 80401.
X. Public Comment
XI. Adjourn

GURA Mission Statement:
To implement urban renewal projects, consistent with community values, that:
• Improve the community’s physical presence within each project;
  • Promote each project’s desired character, and
• Contribute to the economic stability and vitality of each project.
Memorandum

To: GURA Board of Commissioners
From: Steve Glueck, Executive Director
Date: January 8, 2014
RE: Meeting Memo for January 13, 2014 meeting

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

V.1. Finance Committee
The November financial reports are attached. GURA will finish the budget year as planned with a strong surplus for the fiscal year.

In response to concerns raised in prior years by both GURA and City staff, and the need to begin accounting for multiple “Special Funds”, staff informed the current auditor that we are recommending the use of the City audit consultant, beginning with the 2013 audit. This change will enable a smoother synergy between the GURA audit and City audit and the timely completion of the City Comprehensive Annual Financial Report (CAFR). GURA staff had considered the change before, but was receiving a favorable price of about $6,000 per year. The cost for the 2013 audit would be raised to $9,000, but the benefits are seen to outweigh the increase. An engagement letter from the consultant was received, but is lengthy enough that it is not transmitted herein. It is available if desired. A motion to authorize the change is requested.

VI.4.a. Equity Ventures
With the GURA board action on December 9, 2013 to approve the overall agreement, the negotiation phase of this project is nearly complete.

1. The attached Sales Tax IGA between GURA and the City was approved by City Council on December 12, 2013. It is the same agreement that was in the December 9, 2013 GURA packet. A motion to approve the Intergovernmental Agreement (IGA) is requested.

2. The attached Façade and Community Gardens Leases were distributed to the board on December 9, 2013. Staff and legal counsel made a couple minor corrections, as shown in the new versions. We are awaiting final tweaks by the GURA board attorney, but no substantive changes. Board discussion, and separate motions to approve the two leases are requested.

VI.4.b. Lot 2/4 Redevelopment
City Council discussed the ARES proposal on December 12, 2013, and was not comfortable determining a number of parking spaces to be satisfied by the cash in lieu process. Council denied the request making a few comments and requests:
1. Council requested a further discussion about the Banks’ property’s potential inclusion in the project. Staff met with the banks family on December 18, 2013 but was informed that they are not willing to discuss a potential project with ARES. The Banks Family has since submitted the attached letter requesting that the board reconsider your approach to the 12th Street lot. Discussion of such a request may become part of your executive session later in the evening.

2. Council requested additional information on parking supply, usage, and future demand. City staff is looking at a larger effort to also consider the area west of Washington Avenue, as well as, the two existing permit parking areas and potential new one on 9th Street. However, ARES does not wish to wait upon this effort and is considering a parking capacity and usage study for the immediate East Downtown area. Staff should have an update at the meeting.

3. Council also asked to see the architectural renderings of the proposed two buildings, and to receive information on the project and community impacts of reducing the project size or intensity. ARES is preparing this information.

4. Council did complement the mix of uses shown and the primarily commercial use on 12th Street, and suggested that the above information be prepared as soon as possible. A follow-up discussion is tentatively scheduled for January 23, 2014 or February 13, 2014.

5. ARES indicates a desire to keep working on the project. No further board action is required at this time.

VI.4.c. West Colfax Urban Renewal Plan
The initial owners meeting held on December 17, 2013 at Wrigley’s on West Colfax Avenue was a very positive discussion. At this time, the overall project update includes the following:

1. On January 13, 2014, staff will present the Colfax area Conditions Survey. The document was prepared internally, with review from one of our prior consultants. Initial review of the data indicates that the overall area will qualify for establishment of an URA project. GURA comment and direction on the document is requested. Formal action would occur with the URA plan in February.

2. Staff has requested letters of support/requests for inclusion from those property owners that do not regularly attend meetings. At this time, staff expects such letters from the Interplaza owners, Gateway Village owner, MIE Properties (re Area 2) and a few other ownerships. To date, the only direct concern about the URA boundaries continues to be from Mr. Damiana and Mr. Goldberg, re the self storage property near Zeta Street, who continue to request that their property not be included. Following the December 17th meeting, their attorney submitted a formal objection and a continued request to be excluded from the plan. Staff, the City attorney, and GURA’s attorney, Ms White, all suggest that the continued formal objection could cause delay, extra cost and possibly other issues for the URA project. While staff understands the principle of seeking inclusion, we do not see the specific property as anywhere near as important as the vacant, under developed and distressed properties that are requesting the URA establishment. We strongly recommend that the URA plan (to be presented shortly) exclude this ownership.

3. As a result of the discussions to date about supporting the existing businesses (especially the neighborhood oriented businesses on the north side of Colfax from Zeta Street to C-470) staff wants to include a recommendation in the draft URA plan to the effect that GURA would seek to implement a sidewalk/drainage/streetscape and business signage project for such existing businesses as an early phase project. In order to do so, the Colfax URA project would need to borrow funds from either the Downtown project special fund, or the City. Based upon the projected year end budget figures, and likely savings in 2014, such a plan seems feasible, and
would certainly benefit the area most tied to the existing neighborhoods, and support such businesses. The board should note that repayment of the loan (by Colfax area property tax increment) would likely not begin until 2016. A probable amount for such a project would be between $300,000 and $400,000. An initial discussion and GURA comment on the idea is requested. Whether it is a plan recommendation, and an actual decision would be separate decisions for future months.

4. The current tentative schedule for the next two months on the project includes:
   a. Planning Commission general discussion of the URA Plan area and land use and design priorities on January 15, 2014.
   b. A second public meeting to discuss the URA conditions study and plan priorities will be held on January 20, 2014 from 6:30 to 8:00 PM in City Council Chambers.
   c. GURA approval of the URA Plan, including the Conditions Report, boundaries, impact report, and the Plan itself on February 10th, 2014.

VI.A.d. Downtown Streetscape Plan

The downtown streetscape plan funded by GURA in 2013 continues to be under review. However, the need to repave Washington Avenue from 11th to 13th Street in 2014, requires a potential decision on two points.

1. Depending upon which design alternative for Washington Avenue is chosen (A, B, C, or D) it may be feasible to start implementing the longer term vision. Specifically, while a choice of more involved design alternatives B, C, or D would require a total rebuild of the street, if alternative A is chosen, the construction of the multi-purpose brick (or block) surface area in the current parking lane could occur with the 2014 repaving for an incremental cost increase, likely in the range up to $120,000. Staff recommends that the board review the design alternatives, and if you agree that focusing a modest additional amount on Washington Avenue at this time and seeking ways to enhance the entire downtown area is appropriate, conceptually authorize a contribution of up to $120,000 as the difference between Alternative A and a simple repaving project. In this way, if Council selects this option, it will be able to move quickly to implementation.

2. The second streetscape investment recommended by staff is the project on Washington Avenue from 14th to 18th Streets. An investment in this area will improve the pedestrian connection up the hill, and substantially increase on-street parking for this area. Although a cost estimate is not yet available, based upon similar projects, staff requests direction from GURA whether you are willing to contribute up to $300,000 to this project.

3. If both of these streetscape investments are approved, it would encumber up to $420,000 of the $750,000 shown in the 2014 budget for general streetscape and Jackson Street (which staff does not see as feasible this year). Separate funds would remain for Miners Alley and “other”.

VI. New Business
   a. 1111 Miners Alley façade and building code grant request. Please see separate memo attached to the request.

IX. Staff Report – No staff report
Golden Urban Renewal Authority
City of Golden, Colorado
Business Meeting
December 9, 2013

The Golden Urban Renewal Authority of the City of Golden, County of Jefferson, State of Colorado, met on the above date in the City Council Chamber at City Hall at 910 – 10th Street, Golden, Colorado, at the hour of 6:30 p.m. Commissioners present were:

<table>
<thead>
<tr>
<th>John Eakes</th>
<th>Pamela Gould</th>
<th>Josephine Colacci</th>
<th>Doug Miller</th>
<th>Joseph Behm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Story</td>
<td>Jenny Halsor</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Executive Director Mark Heller and Administrative Assistant Marlo Fejarang were present. Also in attendance were Community and Economic Director for the City of Golden Steve Glueck, citizens Ron Damiana, Gerry Goldberg, and Barb Warden.

GURA Chair Eakes called the meeting to order at 6:30 p.m.

Approval of Minutes –
Eakes called for a motion to approve the business meeting minutes of November 11, 2013 as amended by Miller to address a typo. Story MOVED to approve the business meeting minutes as amended. Miller SECONDED. All Commissioners present agreed.

Public Comment – Ron Damiana and Gerry Goldberg who own the Cofax West Self Storage addressed the Board regarding the West Colfax urban renewal project. Damiana explained the history of the Cofax West Self Storage and how they turned it around from a distressed property to a productive business. He expressed his concerns about having the property in an urban renewal area. Although, after talking with Heller earlier in the day, he did get some of his questions answered. He also briefly discussed a negative situation with one of his other properties that was in an urban renewal area.

Commissioner Gould arrived at 6:38 p.m.

Commissioner Miller explained that the GURA Board is very sensitive to eminent domain and does not use it. Commissioner Eakes also explained how the process works with GURA and the City of Golden. A detailed discussion ensued followed by Glueck explaining the West Colfax urban renewal boundary and how it can benefit businesses in that area. Further discussion on the Colfax boundary ensued. After reading a letter from Preston Draggers to Heller, Goldberg wanted to know if height restriction would be in the West Colfax urban renewal plan. Glueck referenced the South Neighborhoods plan and gave a copy of it to Goldberg. Goldberg left the letter with the Board and Heller explained the upcoming West Colfax Avenue meeting at Wrigley’s Chicago Bar and Grill.

Damiana and Goldberg left at 6:54 p.m.

Barb Warden discussed her new book “Olde Golden Christmas” and gave a copy to GURA.

Reports of Committees/Matters for the Authority – Commissioner Eakes called for a motion to move Reports of Committees/Matters for the Authority item 1 ahead.

Discussion/action regarding 2014 budget and projected surplus – Heller discussed GURA’s meeting with City Council about the 2014 budget. At Commissioner Eakes’ request, the Board had further discussion on the excess money in the 2014 budget. Eakes called for a motion to approve the 2014 budget. Miller MOVED to adopt the 2014 budget as presented. Colacci SECONDED. Commissioner Gould requested clarification about Heller’s salary in the 2014 budget. A brief discussion
ensued on Heller’s salary in the 2014 budget and Foothills Art Center. All commissioners present agreed.

Eakes MOVED to go into Executive Session for the following purpose: To discuss a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

[EXECUTIVE SESSION]

GURA Chair Eakes reconvened the business meeting at 8:05 p.m.

The Board took a 5-minute break at 8:05 p.m.

The Board returned to the regular agenda order.

Reports of Committees/Matters for the Authority

Human Resources Committee
Discussion/action regarding staff transition planning and compensation – The GURA Board recommended to continue current staffing. The Board also gave Glueck permission to hire Heller as a consultant for the next 3 weeks at $150.00 per hour for up to 40 hours.

Discussion/action regarding Resolution #119 Accepting the Resignation of Mark Heller as Executive Director, removing him from GURA accounts and authorizations, and appointing Steve Glueck as interim Executive Director – Commissioner Eakes discussed Resolution 119. The Board directed Fejarang to remove Heller from GURA accounts and authorizations. Glueck would like to add the date June 9, 2014 to Resolution #119 on line item 3. Behm MOVED to approve Resolution #119. Story SECONDED. All commissioners present agreed.

Discussion/action regarding Resolution #120 changing signatures on accounts. – Heller explained that a third person is needed as a signatory. Miller NOMINATED Halsor to be the third signatory on the accounts. Story SECONDED. All commissioners present agreed.

Colacci MOVED to approve Resolution #120. Miller SECONDED. All commissioners present agreed.

Communications Committee – None.

Development and Operations –
Discussion/action/update regarding Equity Ventures/Natural Grocers – Heller discussed the updated contract with Equity Ventuers to the Board. With Commissioner Gould’s help, the contract will include a Community Garden Lease Agreement and a Façade Lease Agreement. Heller gave the Board copies of both agreements. He gave further explanation on the Façade Lease agreement in which a mural can be either placed on or hung on the outside wall of the Natural Grocers building. Glueck explained the plat process. There will be further discussion during the Executive Session.

Discussion/action/update regarding Lot 2/4 Redevelopment Project – Heller explained the letter from ARES to City Council with the issues regarding the cash in lieu to the Board. ARES will meet with City Council this Thursday which will help give GURA guidance. Commissioner Eakes made a quick comment on parking in the garage. Glueck will send the GURA Board the City Council packet. He explained the studies on the parking garages and the peak times. He also explained how ARES meeting with City Council will help with GURA’s agreement with ARES.
Discussion/action/update regarding West Colfax Urban Renewal Project – In response to Commissioner Behm’s question, Heller explained that Damiana and Goldberg were concerned about the proposed West Colfax urban renewal project because they had a negative experience with one of their other properties regarding urban renewal.

Discussion/action/update regarding work plan and transition plans – Heller explained the transition matrix to the Board. He discussed the “Debt to Secure Surplus” in detail. The discussion turned to Tonedbones closing. Heller recommended not collecting GURA’s debt from tonedbones. The Board directed Heller to contact Tonebones via phone and certified letter. Further discussion ensued. Commissioner Eakes inquired if the Board has thought about the 5 year plan. In response to Commissioner Story’s concern, Glueck informed the Board that he had already made the change to the plan that Commissioner Story recommended at the last GURA meeting. Commissioner Eakes suggested adopting the plan and then send it to City Council. A discussion ensued. The Board directed Glueck to update the 2014 – 2015 plan. Glueck inquired if the Board would like to discuss items for the January GURA meeting.

Glueck informed the Board that they might be approached regarding a distillery tasting room that would be behind the Windy Saddle. They might need help with updating the restrooms. The discussion turned to Miner’s Alley.

New Business – None.

Commissioner’s Concerns –

Halsor – Discussed the updated Equity Ventures deal involving Commissioner Gould pursuing a community garden and mural.

Story – None.

Behm – Wished Heller luck with his new employment.

Miller – Congratulated Heller on his new employment. He also discussed how a Golden police officer helped him and his family look for his son after the candlelight walk. His son ended up being with another family that was with their group.

Colacci – Congratulated Heller on his new employment.

Gould – Congratulated Heller on his new employment. She also discussed her conversation with Mayor Sloan about having one City Council representative on GURA and another on the DDA. After a brief discussion, the Board decided to have Commissioner Gould on the GURA Board and Commissioner Behm on the DDA Board.

Eakes – Discussed having a going away dinner for Heller to include spouses. Fejarang was directed to make the arrangements for the dinner. He also would like the Board to become more involved in getting what it wants with redevelopment deals. Glueck suggested having the going away dinner on January 10th or 17th. The Board agreed.

Staff Report – None.

Barb left at 8:51 p.m.

Behm left at 8:53 p.m.

Eakes MOVED to go into Executive Session for the following purpose: To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a) regarding the real property known as “Lots 2 and 4 Golden Gateway Station Minor Replat #2” which are bounded by 12th and 13th Streets and Prospectors Alley, and regarding the real property at 525 24th Street and 2401 Ford Street, all located in Golden, CO 80401.

[EXECUTIVE SESSION]

GURA Chair Eakes reconvened the business meeting at 9:30 p.m.
Public Comment – None.

Eakes called for a motion to approve the Equity Ventures contract. Colacci MOVED to approve the Equity Ventures contract. Miller SECONDED. Glueck inquired if it includes the Façade Lease Agreement and the Community Garden Lease Agreement. The Board will make a decision on the two agreements at the January Board meeting after they have a chance to review it. All Commissioners present agreed.

Adjourn –
There being no further business, Eakes called for a motion to adjourn the meeting. Story MOVED to adjourn the meeting. Miller SECONDED. All Commissioners present agreed. Eakes adjourned the meeting at 9:31 p.m.

Steve Glueck
Interim Executive Director

John Eakes
Chair
## GURA Balance Sheet
As of November 30, 2013

### ASSETS

#### Current Assets

<table>
<thead>
<tr>
<th>Checking/Savings</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1010 · Checking - Bank of the West</td>
<td>382,254.23</td>
</tr>
<tr>
<td>1-1030 · CBB - Operating 233</td>
<td>201,793.94</td>
</tr>
<tr>
<td>1-1033 · CBB Wash. Squ 117</td>
<td>634.58</td>
</tr>
<tr>
<td>1-1035 · CBB Debt Service 693</td>
<td>522,964.72</td>
</tr>
<tr>
<td>1-1036 · CBB Property Tax Rev 125</td>
<td>1,499,378.48</td>
</tr>
<tr>
<td><strong>Total Checking/Savings</strong></td>
<td><strong>2,607,025.95</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Accounts Receivable</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1510 · Property Tax Rec - ensuing year</td>
<td>1,335,639.06</td>
</tr>
<tr>
<td><strong>Total Accounts Receivable</strong></td>
<td><strong>1,335,639.06</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Current Assets</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1520 · Sales Tax Receivable</td>
<td>146,070.00</td>
</tr>
<tr>
<td>1-1610 · Prepaid Expenses</td>
<td>2,598.33</td>
</tr>
<tr>
<td><strong>Total Other Current Assets</strong></td>
<td><strong>148,668.33</strong></td>
</tr>
</tbody>
</table>

**Total Current Assets**                                 **4,091,333.34**

#### Fixed Assets

| 3-1816 · Lot 2                                        | 550,511.64   |
| 3-1817 · Lot 4                                        | 458,637.13   |
| 3-1820 · Parking Structures                          |             |
| 3-1821 · Clear Creek Square                          | 1,652,000.00 |
| 3-1822 · Gateway Station/Lot 3                       | 4,825,467.95 |
| **Total 3-1820 · Parking Structures**                | **6,477,467.95** |

| 3-1823 · Signage                                      | 16,980.00    |
| 3-1830 · Office Equipment                            | 28,752.30    |
| 3-1840 · Accumulated Depreciation                     | -1,132,682.00|
| **Total Fixed Assets**                                | **6,399,667.02** |

#### Other Assets

| 1-1515 · Security Deposit - Rent                      | 1,640.00     |

**Total Other Assets**                                   **1,640.00**

**TOTAL ASSETS**                                         **10,492,640.36**
## Balance Sheet

### As of November 30, 2013

#### Nov 30, 13

<table>
<thead>
<tr>
<th>LIABILITIES &amp; EQUITY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td></td>
</tr>
<tr>
<td>1-2000 · Accounts Payable</td>
<td>0.44</td>
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<tr>
<td>Total Accounts Payable</td>
<td>0.44</td>
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<tr>
<td><strong>Other Current Liabilities</strong></td>
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<tr>
<td>1-2330 · Accrued interest payable</td>
<td>11,792.00</td>
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<tr>
<td>2110 · Direct Deposit Liabilities</td>
<td>2,534.25</td>
</tr>
<tr>
<td>1-2200 · Deferred Property Taxes Rec</td>
<td>1,335,639.06</td>
</tr>
<tr>
<td>1-2300 · Due to City of Golden</td>
<td>20,044.19</td>
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<tr>
<td>1-2100 · Payroll Liabilities</td>
<td>1,675.43</td>
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<tr>
<td>Total Other Current Liabilities</td>
<td>1,371,684.93</td>
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<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>1,371,685.37</td>
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<tr>
<td><strong>Long Term Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>4-2000 · CoBiz - Line of Credit 548278</td>
<td>2,326,842.37</td>
</tr>
<tr>
<td>4-3000 · CO Brownfield RLF</td>
<td>127,000.33</td>
</tr>
<tr>
<td>4-4000 · CHFA - Loan #327353</td>
<td>1,153,146.00</td>
</tr>
<tr>
<td>Total Long Term Liabilities</td>
<td>3,606,988.70</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>4,978,674.07</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>1-3000 · Invested in capital assets</td>
<td>-227.00</td>
</tr>
<tr>
<td>1-3900 · Retained Earnings</td>
<td>4,619,356.57</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>894,836.72</td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td>5,513,966.29</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
<td>10,492,640.36</td>
</tr>
</tbody>
</table>
### REVENUES:

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Prior YTD</th>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>% of</th>
<th>Diff. Current to Prior</th>
<th>% Change Current to Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>550,000</td>
<td>759,643</td>
<td>Sales Tax Increment</td>
<td>630,000</td>
<td>794,246</td>
<td>126%</td>
<td>34,603</td>
<td>5%</td>
</tr>
<tr>
<td>1,323,637</td>
<td>1,375,056</td>
<td>Property Tax Increment</td>
<td>1,335,639</td>
<td>1,363,833</td>
<td>102%</td>
<td>(11,222)</td>
<td>-1%</td>
</tr>
<tr>
<td>1,873,637</td>
<td>2,134,699</td>
<td>Total Tax Increment Revenue</td>
<td>1,965,639</td>
<td>2,158,079</td>
<td>110%</td>
<td>23,381</td>
<td>1%</td>
</tr>
</tbody>
</table>

#### Other Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>%</th>
<th>Diff. Current to Prior</th>
<th>% Change Current to Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>800 Memorial Purchases</td>
<td>500</td>
<td>550</td>
<td>183%</td>
<td>(50)</td>
<td>-9%</td>
</tr>
<tr>
<td>0 Misc Revenue</td>
<td>0</td>
<td>(35,004)</td>
<td>-95%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,560 GDDG Transfer</td>
<td>1,560</td>
<td>2,320</td>
<td>149%</td>
<td>762,342</td>
<td>110%</td>
</tr>
<tr>
<td>2,360 Total Other Revenue</td>
<td>2,060</td>
<td>5,150</td>
<td>250%</td>
<td>(2,090)</td>
<td>-8%</td>
</tr>
<tr>
<td>7,200 Interest Earnings</td>
<td>7,927</td>
<td>6,750</td>
<td>85%</td>
<td>(1,172)</td>
<td>-15%</td>
</tr>
<tr>
<td>1,883,197 Total REVENUES</td>
<td>1,975,626</td>
<td>2,169,979</td>
<td>110%</td>
<td>(9,353)</td>
<td>0%</td>
</tr>
</tbody>
</table>

### EXPENDITURES:

#### Personnel Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>%</th>
<th>Diff. Current to Prior</th>
<th>% Change Current to Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>130,435 Salaries &amp; Benefits</td>
<td>134,348</td>
<td>110,243</td>
<td>82%</td>
<td>(10,105)</td>
<td>-9%</td>
</tr>
<tr>
<td>45,000 Office Wages</td>
<td>47,250</td>
<td>37,447</td>
<td>79%</td>
<td>(9,803)</td>
<td>-20%</td>
</tr>
<tr>
<td>4,410 Office Payroll Taxes</td>
<td>4,631</td>
<td>2,683</td>
<td>58%</td>
<td>(1,948)</td>
<td>-32%</td>
</tr>
<tr>
<td>5,944 Benefits</td>
<td>500</td>
<td>20</td>
<td>2%</td>
<td>(480)</td>
<td>-99%</td>
</tr>
<tr>
<td>364 Insurance</td>
<td>382</td>
<td>1,345</td>
<td>352%</td>
<td>(963)</td>
<td>-62%</td>
</tr>
<tr>
<td>186,153 Total Personnel Expenditures</td>
<td>187,111</td>
<td>151,728</td>
<td>81%</td>
<td>(15,384)</td>
<td>-10%</td>
</tr>
</tbody>
</table>

#### Operating Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>%</th>
<th>Diff. Current to Prior</th>
<th>% Change Current to Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,500 Dues &amp; Publications</td>
<td>1,500</td>
<td>2,052</td>
<td>137%</td>
<td>552</td>
<td>17%</td>
</tr>
<tr>
<td>25,000 Legal</td>
<td>15,000</td>
<td>16,233</td>
<td>108%</td>
<td>1,233</td>
<td>7%</td>
</tr>
<tr>
<td>0 Lobbying</td>
<td>2,500</td>
<td>100%</td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4,000 General Administration</td>
<td>4,000</td>
<td>1,832</td>
<td>46%</td>
<td>(2,168)</td>
<td>-54%</td>
</tr>
<tr>
<td>4,000 Office Supplies</td>
<td>4,000</td>
<td>3,955</td>
<td>99%</td>
<td>(45)</td>
<td>-1%</td>
</tr>
<tr>
<td>1,000 Office Postage</td>
<td>1,000</td>
<td>366</td>
<td>37%</td>
<td>64</td>
<td>17%</td>
</tr>
<tr>
<td>517 Bank Charges</td>
<td>517</td>
<td>0</td>
<td>0%</td>
<td>(517)</td>
<td>-100%</td>
</tr>
<tr>
<td>3,250 Web Design &amp; Maintenance</td>
<td>2,000</td>
<td>1,550</td>
<td>77%</td>
<td>(650)</td>
<td>-32%</td>
</tr>
<tr>
<td>16,000 Office Professional Services</td>
<td>16,000</td>
<td>15,957</td>
<td>100%</td>
<td>(43)</td>
<td>-0%</td>
</tr>
<tr>
<td>1,500 Meals &amp; Entertainment</td>
<td>1,500</td>
<td>648</td>
<td>43%</td>
<td>(83)</td>
<td>-13%</td>
</tr>
<tr>
<td>1,000 Commissioner Mtgs</td>
<td>1,000</td>
<td>0</td>
<td>0%</td>
<td>(1,000)</td>
<td>-100%</td>
</tr>
<tr>
<td>20,880 Rent</td>
<td>21,180</td>
<td>19,415</td>
<td>92%</td>
<td>(2,745)</td>
<td>-13%</td>
</tr>
<tr>
<td>2,000 Telephone</td>
<td>1,701</td>
<td>1,787</td>
<td>105%</td>
<td>(86)</td>
<td>-5%</td>
</tr>
<tr>
<td>3,000 Utilities</td>
<td>4,168</td>
<td>2,924</td>
<td>70%</td>
<td>(1,244)</td>
<td>-42%</td>
</tr>
<tr>
<td>3,000 Travel &amp; Training</td>
<td>3,000</td>
<td>4,341</td>
<td>145%</td>
<td>(1,341)</td>
<td>-44%</td>
</tr>
<tr>
<td>86,647 Total Operating Expenditures</td>
<td>79,066</td>
<td>73,561</td>
<td>93%</td>
<td>5,495</td>
<td>7%</td>
</tr>
</tbody>
</table>

#### Downtown Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>%</th>
<th>Diff. Current to Prior</th>
<th>% Change Current to Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>350 Memorial Engraving</td>
<td>250</td>
<td>250</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 Downtown Directors Update</td>
<td>2,000</td>
<td>0</td>
<td>0%</td>
<td>(2,000)</td>
<td>-100%</td>
</tr>
<tr>
<td>6,000 Banners</td>
<td>6,000</td>
<td>5,087</td>
<td>85%</td>
<td>(913)</td>
<td>-15%</td>
</tr>
<tr>
<td>55,000 Holiday Lights</td>
<td>59,890</td>
<td>21,781</td>
<td>36%</td>
<td>(38,109)</td>
<td>-66%</td>
</tr>
<tr>
<td>10,000 Power Washing</td>
<td>10,000</td>
<td>10,000</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15,000 Parking Enforcement</td>
<td>15,450</td>
<td>9,391</td>
<td>61%</td>
<td>(6,059)</td>
<td>-40%</td>
</tr>
<tr>
<td>65,000 City Services</td>
<td>65,000</td>
<td>0</td>
<td>0%</td>
<td>(65,000)</td>
<td>-100%</td>
</tr>
<tr>
<td>111,920 Parking Structure Operations</td>
<td>84,752</td>
<td>71,455</td>
<td>84%</td>
<td>(13,297)</td>
<td>-15%</td>
</tr>
<tr>
<td>30,500 Clear Creek</td>
<td>25,906</td>
<td>23,124</td>
<td>89%</td>
<td>(2,782)</td>
<td>-11%</td>
</tr>
<tr>
<td>81,420 Gateway Station</td>
<td>58,846</td>
<td>48,331</td>
<td>82%</td>
<td>(10,515)</td>
<td>-18%</td>
</tr>
<tr>
<td>0 Other Downtown Services</td>
<td>2,500</td>
<td>570</td>
<td>23%</td>
<td>(1,930)</td>
<td>-77%</td>
</tr>
<tr>
<td>263,270 Total Downtown Services</td>
<td>245,842</td>
<td>118,532</td>
<td>48%</td>
<td>(127,310)</td>
<td>-41%</td>
</tr>
</tbody>
</table>

#### GURA Projects

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>%</th>
<th>Diff. Current to Prior</th>
<th>% Change Current to Prior</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Buy Golden Week</td>
<td>5,000</td>
<td>5,000</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 Buy Local Campaign</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>(0)</td>
<td></td>
</tr>
<tr>
<td>0 Central Neighborhood</td>
<td>10,000</td>
<td>12,699</td>
<td>127%</td>
<td>(2,699)</td>
<td>-21%</td>
</tr>
</tbody>
</table>

(Uaudited - See Accountants' Compilation Report)
### Prior Year Budget

<table>
<thead>
<tr>
<th>Prior Year Budget</th>
<th>Description</th>
<th>Current Year</th>
<th>Current YTD</th>
<th>% of</th>
<th>Diff. Current to Prior</th>
<th>% Change to Prior Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Cinema</td>
<td>0</td>
<td>11</td>
<td>0%</td>
<td>(9)</td>
<td>-45%</td>
</tr>
<tr>
<td>0</td>
<td>Confluence/8th Street URP</td>
<td>5,000</td>
<td>22,736</td>
<td>455%</td>
<td>22,736</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>Coors Video</td>
<td>1,000</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>10,000</td>
<td>DDA</td>
<td>5,000</td>
<td>18,845</td>
<td>377%</td>
<td>18,638</td>
<td>898%</td>
</tr>
<tr>
<td>15,000</td>
<td>East Downtown Urban Design Study</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>(10,917)</td>
<td>-100%</td>
</tr>
<tr>
<td>60,000</td>
<td>Garage Lighting Retrofit</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>(87,655)</td>
<td>-100%</td>
</tr>
<tr>
<td>10,000</td>
<td>Highway 58 Signage</td>
<td>5,000</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>5,000</td>
<td>Landscaping at Hwy 58 Bridge</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>25,000</td>
<td>Lot 2&amp;4 Redevelopment</td>
<td>1,747</td>
<td>0</td>
<td>0%</td>
<td>(20,074)</td>
<td>-92%</td>
</tr>
<tr>
<td>250</td>
<td>Loveland Gardens</td>
<td>250</td>
<td>198</td>
<td>79%</td>
<td>(91)</td>
<td>-31%</td>
</tr>
<tr>
<td>0</td>
<td>Merchant Training</td>
<td>4,000</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>South Neighborhood URP</td>
<td>15,000</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>Other Projects</td>
<td>0</td>
<td>32,740</td>
<td>0%</td>
<td>23,018</td>
<td>237%</td>
</tr>
<tr>
<td>283,301</td>
<td>Other Projects TBD</td>
<td>400,000</td>
<td>7,122</td>
<td>2%</td>
<td>(2,013)</td>
<td>-22%</td>
</tr>
<tr>
<td>0</td>
<td>Plug-in charging stations in garages</td>
<td>12,000</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>10,000</td>
<td>Public Art</td>
<td>10,000</td>
<td>59</td>
<td>1%</td>
<td>(1,859)</td>
<td>-97%</td>
</tr>
<tr>
<td>0</td>
<td>QuizinosPro Challenge</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>0</td>
<td>Recycling/Side Street Signage</td>
<td>0</td>
<td>4,362</td>
<td>1%</td>
<td>2,920</td>
<td>202%</td>
</tr>
<tr>
<td>10,000</td>
<td>USAPCC</td>
<td>10,000</td>
<td>0</td>
<td>0%</td>
<td>(10,154)</td>
<td>-100%</td>
</tr>
<tr>
<td>15,000</td>
<td>Web Pilot Program</td>
<td>15,000</td>
<td>10,890</td>
<td>73%</td>
<td>(776)</td>
<td>-6%</td>
</tr>
<tr>
<td>3,500</td>
<td>Web Site Redesign</td>
<td>3,500</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>

### Total GURA Projects

- **Budget**: 447,051
- **Actual**: 164,926
- **% of**: 23%
- **Diff. Current to Prior**: (50,750)
- **% Change to Prior Actual**: (48,517) -29%

### Outreach Expenditures

- **Total Outreach Expenditures**: 22,000
- **% of**: 11%
- **Diff. Current to Prior**: (165)
- **% Change to Prior Actual**: -7%

### Community Grants

- **Total Community Grants**: 86,500
- **% of**: 114%
- **Diff. Current to Prior**: 62,696
- **% Change to Prior Actual**: 475%

### Owner Participation

- **Total Owner Participation**: 13,800
- **% of**: 49%
- **Diff. Current to Prior**: (2,677)
- **% Change to Prior Actual**: -22%

### Debt Service Expenditures

- **Total Debt Service Expenditures**: 1,799,078
- **% of**: 52%
- **Diff. Current to Prior**: (1,161,387)
- **% Change to Prior Actual**: -64%

### Revenues over/(under) Expenditures

- **Total EXPENDITURES**: 2,484,200
- **% of**: 51%
- **Diff. Current to Prior**: -1,242,660
- **% Change to Prior Actual**: -49%

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(508,574) 894,930 -176% 1,232,716 49%

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(508,574) 894,930 -176% 1,232,716 49%

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(508,574) 894,930 -176% 1,232,716 49%
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into by and between the CITY OF GOLDEN, a home rule municipal corporation located in Colorado (hereinafter “City”) and the GOLDEN URBAN RENEWAL AUTHORITY, an Urban Renewal Authority, established and operated pursuant to the provisions of Title 31 of Colorado Revised Statutes and located within the boundaries of the City of Golden, Colorado (hereinafter “GURA”), and shall be effective on ______________, 2014.

RECITALS

WHEREAS, by Resolution 2270, adopted on May 23, 2013, the Golden City Council approved the Central Neighborhoods Urban Renewal Plan; and

WHEREAS, Section 7.3.3 of the Central Neighborhoods Urban Renewal Plan provides that the primary source of revenue for eligible projects within the plan area will be property tax increment, but also that City Council may by separate agreement with GURA authorize the use of City of Golden sales tax increment financing generated from a specific project for GURA’s use in supplementing other available revenues in an Owner Participation Agreement to catalyze a redevelopment project; and

WHEREAS, GURA has submitted a financial plan to the City demonstrating the need for use of sales tax increment financing for a redevelopment project at 2401 Ford Street (hereinafter the “Project”), which includes an Owner Participation Agreement for the Project; and

WHEREAS, the City’s authorization of sales tax increment financing from revenues generated by the Project, as authorized under an urban renewal plan that was adopted by virtue of the Colorado Urban Renewal Law (Colorado Revised Statute section 31-25-101 et seq.), does not constitute an economic incentive by the City, as contemplated by the Golden City Charter and Municipal Code.

AGREEMENT

1. In recognition of the goals of the Comprehensive Plan, Central Neighborhoods Plan, and Central Neighborhoods Urban Renewal Plan, City Council hereby authorizes use of a portion of incremental City of Golden general fund sales tax generated by the Project according to the following provisions and limitations:
   a. For the purposes of this agreement, “City of Golden general fund sales tax” shall mean that portion of the City’s sale tax that is available for use in the City’s general fund, and specifically excludes that portion of the sales tax that is restricted to use for capital projects. The City of Golden general fund sales tax rate is currently two percent. Any future increases in the City of Golden sales tax rate shall not be a basis for an increase in the increment as calculated in this agreement.
   b. The “base level” of City of Golden general fund sales taxes for the property shall be calculated based upon the City of Golden general fund sales tax collections received by the City during the 12 month period ending on August 31, 2013, which amount the parties agree to be $37,171.
   c. Commencing upon the close of the fourth City of Golden fiscal quarter after the Project is issued a Certificate of Occupancy, and continuing annually during the term of this agreement, the City will calculate the City of Golden general fund sales tax increment for the four previous quarters, which shall equal to the difference between actual City of Golden general fund sales tax collections from the Project and the base level described in section 1.b. (the “Annual Increment”).
d. The City shall transfer 100% of the Annual Increment to GURA within 30 days of calculation for the first five annual increments and 75% of the annual increments for the term of the agreement, which shall be used by GURA to finance the Project in accordance with the associated Owner Participation Agreement.

e. The City may, in its discretion, make estimated quarterly transfers of the anticipated Annual Increment for each of the three quarters prior to calculation, provided that the transfer on the fourth quarter shall reconcile the actual amount of the Annual Increment to be transferred for the entire year.

f. The term of this agreement, and transfer of the Annual Increment as provided herein, shall continue until the total of all Annual Increments transferred equals $750,000, or until the calculation and transfer of the 10th Annual Increment, whichever occurs first.

2. General Provisions.

   a. This Agreement shall inure to the benefit of and shall be binding upon the successors and assignees, if any, of the Parties hereto.

   b. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

   c. This Agreement embodies the whole agreement of the Parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all provisions, communications, representations, or agreement, either verbal or written, between the Parties hereto.

   d. A written waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

   e. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the Parties hereto and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

   f. Notwithstanding any language in this Agreement, the City shall not be deemed to be a member, partner, or joint venturer of GURA, and the City shall not be responsible for any debt or liability of GURA or its contractors, agents or developers. GURA shall not be responsible for any debt or liability of the City or their contractors or agents in relation to the subject matter of this Agreement.

   g. If any portion or portions of this Agreement shall be determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist.
The Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF GOLDEN

By: ____________________________
    ____________________________
    Mayor

Attest: _________________________
        _________________________
        City Clerk

GOLDEN URBAN RENEWAL AUTHORITY

By: ____________________________
    ____________________________
    Chair

Attest: _________________________
        _________________________
        Secretary
FACADE LEASE AGREEMENT

This FACADE LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of ____________, 2014, by and between the GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado ("GURA"), and EVC Golden, LLC, a Colorado limited liability company ("EVC").

RECITALS:

A. By Resolution 343 adopted on June 26, 1989, and by Resolution 348, adopted on September 14, 1989, the City Council of the City of Golden, Colorado (the "City"), authorized the establishment of the Golden Urban Renewal Authority under the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the "Act").

B. By Resolution No. 2270 dated May 23, 2013, the City adopted the Central Neighborhoods Urban Renewal Plan (the "Plan") as an urban renewal plan under the Act for the Urban Renewal Area (the "Area"), as described in the Plan, pursuant to which Plan the City identified several factors of blight existing within the Area, and several strategies for remedying such blight, including redevelopment. GURA is carrying out the Plan in accordance with the Act.

C. In accordance with the legislative purpose of the Act, GURA has a substantial interest in the development, redevelopment, and renovation of property within its boundaries.

D. Pursuant to C.R.S. §31-25-105 GURA has the authority to undertake urban renewal projects, including repairs, alterations, and rehabilitation of buildings or other improvements in accordance with the Plan, and to make and execute any and all contracts and other instruments which it may deem necessary or convenient to the exercise of its powers.

E. EVC is or will become the owner of land in the Area commonly known as 525 24th Street and 2401 Ford Street, Golden, CO 80401 and more particularly described in Exhibit A attached hereto and incorporated hereby (the "Parcels").

F. Pursuant to that certain Redevelopment and Reimbursement Agreement entered into by and between GURA and EVC, dated [enter date], EVC contemplates a redevelopment of the Parcels, including the construction of a built-to-suit building (the "Principal Building") and related improvements for lease by Vitamin Cottage Natural Food Markets, Inc., a/k/a Natural Grocers by Vitamin Cottage ("Tenant"), and the installation of various on-site and off-site public improvements (the "Project").
G. GURA has determined that the Project will further the goals of the Act and the Plan by remedying the blight identified within the area. Additionally, because a natural/organic grocery retailer was specifically and strongly requested by the neighborhood during the community meetings held to solicit input for the Central Neighborhoods Plan, GURA has determined that the Project will help further the goals of the Act and the Plan by remedying and preventing blight within the Area through appropriate public action and the cooperation and voluntary action of owners and tenants within the Area, and will provide needed public improvements and other benefits to the citizens of the City, and therefore wishes to enter into this Agreement with EVC.

H. In order to encourage the Project and to further the Plan, the Board of Directors of GURA (the “Board”) has determined that GURA shall enter into this Agreement with EVC whereby EVC will agree to lease to GURA an eligible façade of the Principal Building within the Project as partial consideration in exchange for the payment by GURA to EVC from a portion of the Project Tax Increment Revenues.

I. GURA has determined that entering into this Agreement is consistent with and in furtherance of the purposes of GURA and is consistent with the Act; and

J. In consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Representations and Covenants.

(a) GURA represents and covenants that:

(1) GURA is a duly organized and existing urban renewal authority under the Constitution and laws of the State of Colorado, including, particularly, the Act.

(2) There is no litigation or administrative proceeding pending or, to the knowledge of GURA, threatened in writing, seeking to question the authority of GURA to enter into or perform this Agreement.

(3) GURA has the authority to enter into this Agreement, and the Board has properly and regularly authorized GURA to enter into this Agreement. This Agreement constitutes a valid and binding obligation of GURA, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.
(4) GURA shall cooperate with EVC in taking reasonable actions to defend against any litigation brought by a third party concerning this Agreement or any other agreements contemplated herein.

(b) EVC represents and covenants that:

(1) EVC is a corporation, duly organized and validly existing under the laws of the State of Colorado, is authorized to do business in the State of Colorado, is not in violation of any provisions of its organizational documents or, to its knowledge, the laws of the State of Colorado.

(2) EVC has the power and legal right to enter into the Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action, which Agreement shall be enforceable against EVC in accordance with its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

(3) The consummation of the transactions contemplated by this Agreement shall not violate any provision of the governing documents of EVC or, to its knowledge, constitute a default or result in the breach of any term or provision of any contract or agreement to which EVC is a party or by which it is bound.

(4) To its knowledge, there is no litigation, proceeding, or investigation contesting the power of authority of EVC with respect to the Project or this Agreement or any other agreements contemplated herein, and EVC is unaware of that any such litigation, proceeding, or investigation has been threatened.

(5) EVC shall cooperate with GURA in taking reasonable actions to defend against any litigation brought by a third party concerning the Project or this Agreement or any other agreements contemplated herein.

2. Eligible Facades and Eligible Façade Improvements.

(a) Eligible Façade. The Eligible Façade within the Project is defined as the following:

(1) The exterior wall of the main structure facing East Street.
(b) **Eligible Façade Improvements.** GURA shall select an artist to either paint a mural on the exterior stucco façade of the main structure facing East Street or to produce an image to be printed and displayed as a banner mounted to the exterior wall of the structure facing East Street ("Mural"), and assume responsibility for compensating the selected artist. The content of the artwork shall be commercially tasteful in nature and subject to review and approval by EVC and EVC’s tenants, which approval shall not be unreasonably withheld, conditioned or delayed. GURA may commence the process of selecting an artist and subject matter for the Mural at any time, but shall coordinate the commencement of the work with EVC’s construction schedule so as to minimize disruption to the construction schedule, but with the goal of completion of the Mural on or before the issuance of a Certificate of Occupancy for the Principal Building.

3. **Continuing Obligations.**

   (a) **Maintenance.** During the term of that certain Redevelopment and Reimbursement Agreement, GURA shall maintain and repair the Mural in a manner which will preserve the Mural in substantially the same condition as that existing at the time of its completion.

   In the event GURA, or its successors or assigns, shall fail to maintain and repair the Mural as required herein, EVC, or its successors or assigns, shall give written notice to GURA, or their successors and assigns, requiring GURA to commence the requested maintenance and repair within thirty (30) days of receipt of such notice and to diligently complete such maintenance and repair within a reasonable amount of time thereafter as specified in such notice. If such work is not commenced or is not completed as required by such notice, EVC may, in its reasonable discretion, cause such work to be completed and may thereafter assess the entire cost of such work against GURA, or their successors and assigns.

   (b) **Insurance.** EVC shall purchase and maintain general liability coverage in connection with the property that is the subject of this Agreement in amounts at least equal to the maximum amount of recovery against public entities and employees under the Colorado Governmental Immunity Act (C.R.S. §24-10-101 et seq.) and any amendments to such limits which may from time to time be made. GURA and the City shall be named as additional insureds on all such policies. All insurance required hereunder shall be issued by an insurance company authorized to do business in Colorado which meets all of the requirements of the Division of Insurance for that purpose. GURA may periodically require from EVC proof of the insurance coverage required herein.
4. **Tenant Notification; Inclusion in Lease Agreement.**

   (a) EVC agrees that any lease agreements, excluding equipment leases, for the Project entered into after execution hereof shall be consistent with the terms and conditions of this Agreement.

5. **Covenants.**

   (a) The provisions of this Agreement and the burdens and benefits herein shall be covenants running with the Project Property and shall inure to the benefit of, and be binding upon, GURA, its successors and assigns, EVC, its successors and assigns, and all future owners, tenants and lessees of the Project Property during the Term. Upon expiration of the Term, this Agreement shall terminate and no longer affect title to the Project Property.

   Notwithstanding any language herein to the contrary, this Agreement shall terminate upon the termination of that certain Redevelopment and Reimbursement Agreement.

6. **Assignments.**

   (a) EVC shall have the right to assign its rights and obligations under this Agreement subject to the prior written approval of GURA which shall not be unreasonably withheld or delayed.

7. **Notices.**

   All notices which may be given to parties hereunder shall be in writing and shall be sent to the parties at the address specified below:

   **GURA:**
   Golden Urban Renewal Authority
   922 Washington Ave. Suite 100
   Golden, CO 80401
   Telephone: (303) 279-4162

   **With a copy to:**
   Brownstein Hyatt Farber Schreck LLP
   Attn: Carolynne C. White
   410 17th St., Suite 2200
   Denver, CO 80202
   Telephone: (303) 223-1197
   Email: cwhite@bhfs.com
EVC: EVC Golden, LLC.
200 Dahlia Street
Denver, CO 80220
Attn:
Telephone:
Email:

With a copy to:

or to any change of address given in writing by one party or the other.
8. Miscellaneous

(a) Binding Effect. This Agreement inures to the benefit of and is binding upon GURA and EVC and EVC’s assignees which are permitted pursuant to Section 5 of this Agreement.

(b) Third-Party Beneficiaries. It is expressly acknowledged by the parties hereto that the City is a third-party beneficiary to this Agreement and shall be entitled to enforce any and all provisions of this Agreement in the same manner as GURA. GURA is not obligated or liable under the terms of this Agreement to any person or entity not a party hereto except any assignee permitted pursuant to Section 13 of this Agreement or the City. Further, GURA is not bound by any contracts or conditions that EVC may negotiate with third parties related to the Project.

(c) Interpretation, Jurisdiction and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

(d) Amendment. This Agreement may be amended only by a written instrument signed by the parties to this Agreement.

(e) Additional Documents or Action. The parties to this Agreement agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement or is reasonably requested by another party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the parties to this Agreement, within the scope of their powers and duties, shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, such parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each party substantially receives the benefits that it would have received under this Agreement.

(f) Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
(g) **Waiver of Breach.** Any waiver of any requirement or obligation hereunder must be in writing to be effective. Any waiver by any party to this Agreement of any term or provision of this Agreement shall be narrowly construed, and shall not operate or be construed as a subsequent or continuing waiver of said term or provision.

(h) **Article and Section Captions.** The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(i) **City, Authority and Company Not Partners.** Notwithstanding any language in this Agreement, neither the City nor GURA is a member, partner, or joint venturer of EVC, and neither the City nor GURA shall be responsible for any debt or liability of EVC or its contractors or agents. EVC is not responsible for any debt or liability of the City, GURA, or their respective contractors or agents.

(j) **Severability.** If any portion or portions of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist. If all or any portion of the payments required by the terms of this Agreement are determined, by a court of competent jurisdiction in a final non-appealable judgment, to be contrary to public policy or otherwise precluded, and if the decision of such court clearly indicates how the payments may be made differently and in a manner that is legal, valid and enforceable, then the parties hereto shall utilize their reasonable, best, good faith efforts to promptly restructure and/or amend this Agreement in accordance with such court decision, or to enter into a new agreement, to assure, to the extent legally permissible, that all payments are made to EVC as contemplated by this Agreement.

(k) **Originals.** This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Agreement.

(l) **Joint Draft.** The parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

(m) **Recording.** The Façade Lease granted pursuant to this Agreement shall be recorded in the records of the Clerk and Recorder of Jefferson County, Colorado, and the costs of recording shall be paid by EVC.
10. Default/Remedies.

   (a) In the event of a breach or default by any party hereunder, as determined by a court of competent jurisdiction, the non-defaulting party shall be entitled to any and all remedies provided under this Agreement or available at law or equity, including, without limitation, actions for damages, injunctive relief, and specific performance.

11. Attorneys Fees and Costs

   (a) Should any party default in any of the covenants or obligations in this Agreement, the defaulting party will pay reasonable expenses or enforcing this Agreement, including reasonable attorneys’ fees.

       DATED the date as set forth above.
GURA: THE GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic

By: __________________________

John Eakes, Chairperson

ATTEST:

By: __________________________

Steve Glueck, Secretary

COUNTY OF JEFFERSON )

) ss:

STATE OF COLORADO )

The foregoing instrument was acknowledged before me this _____ day of __________________, 2014, by John Eakes, Chairperson of The Golden Urban Renewal Authority, a body corporate and politic.

Witness my hand and official seal.

_________________________________________

Notary Public

My commission expires: _________________
EVC: EVC Golden, LLC, a Colorado Limited Liability Company

By: ____________________________________

Printed Name: _________________________

Title: ________________________________

STATE OF COLORADO  
COUNTY OF JEFFERSON  

The foregoing instrument was acknowledged before me this ___ day of ________, 2014, by ____________________, as _________________ of EVC Golden, LLC.

Witness my hand and official seal.

___________________________________
Notary Public
My commission expires:_______________
TEMPORARY LEASE AGREEMENT

This TEMPORARY LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of ____________, 2014, by and between the GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado ("GURA"), and EVC Golden, LLC, a Colorado limited liability company ("EVC").

RECITALS:

A. By Resolution 343 adopted on June 26, 1989, and by Resolution 348, adopted on September 14, 1989, the City Council of the City of Golden, Colorado (the "City"), authorized the establishment of the Golden Urban Renewal Authority under the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the "Act").

B. By Resolution No. 2270 dated May 23, 2013, the City adopted the Central Neighborhoods Urban Renewal Plan (the "Plan") as an urban renewal plan under the Act for the Urban Renewal Area (the "Area"), as described in the Plan, pursuant to which Plan the City identified several factors of blight existing within the Area, and several strategies for remediating such blight, including redevelopment. GURA is carrying out the Plan in accordance with the Act.

C. In accordance with the legislative purpose of the Act, GURA has a substantial interest in the development, redevelopment, and renovation of property within its boundaries.

D. Pursuant to C.R.S. §31-25-105 GURA has the authority to undertake urban renewal projects, including installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements in accordance with the Plan, and to make and execute any and all contracts and other instruments which it may deem necessary or convenient to the exercise of its powers.

E. EVC is or will become the owner of land in the Area commonly known as 525 24th Street and 2401 Ford Street, Golden, CO 80401 and more particularly described in Exhibit A attached hereto and incorporated hereby (the "Parcels").

F. Pursuant to that certain Redevelopment and Reimbursement Agreement entered into by and between GURA and EVC, dated [enter date], EVC contemplates a redevelopment of the Parcels, including the construction of a built-to-suit building (the "Principal Building") and related improvements for lease by Vitamin Cottage Natural Food Markets, Inc., a/k/a Natural Grocers by Vitamin Cottage ("Tenant"), and the installation of various on-site and off-site public improvements (the "Project").

G. GURA has determined that the Project will further the goals of the Act and the Plan by remedying the blight identified within the area. Additionally, because a natural/organic grocery retailer was specifically and strongly requested by the neighborhood during the community meetings held to solicit input for the Central Neighborhoods Plan, GURA has determined that the Project will help further the goals of the Act and the Plan by remedying and
preventing blight within the Area through appropriate public action and the cooperation and voluntary action of owners and tenants within the Area, and will provide needed public improvements and other benefits to the citizens of the City, and therefore wishes to enter into this Agreement with EVC.

H. In order to encourage the Project and to further the Plan, the Board of Directors of GURA (the “Board”) has determined that GURA shall enter into this Agreement with EVC whereby EVC will agree to construct certain improvements within the Area that will render the Area usable for a community garden, and will lease to GURA that community garden eligible in exchange for the payment by GURA to EVC from a portion of the Project Tax Increment Revenues.

I. GURA has determined that entering into this Agreement is consistent with and in furtherance of the purposes of GURA and is consistent with the Act; and

J. In consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Representations and Covenants.

(a) GURA represents and covenants that:

(1) GURA is a duly organized and existing urban renewal authority under the Constitution and laws of the State of Colorado, including, particularly, the Act.

(2) There is no litigation or administrative proceeding pending or, to the knowledge of GURA, threatened in writing, seeking to question the authority of GURA to enter into or perform this Agreement.

(3) GURA has the authority to enter into this Agreement, and the Board has properly and regularly authorized GURA to enter into this Agreement. This Agreement constitutes a valid and binding obligation of GURA, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

(4) GURA shall cooperate with EVC in taking reasonable actions to defend against any litigation brought by a third party concerning this Agreement or any other agreements contemplated herein.

(b) EVC represents and covenants that:

(1) EVC is a corporation, duly organized and validly existing under the laws of the State of Colorado, is authorized to do business in the State of
Colorado, is not in violation of any provisions of its organizational documents or, to its knowledge, the laws of the State of Colorado.

(2) EVC has the power and legal right to enter into the Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action, which Agreement shall be enforceable against EVC in accordance with its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

(3) The consummation of the transactions contemplated by this Agreement shall not violate any provision of the governing documents of EVC or, to its knowledge, constitute a default or result in the breach of any term or provision of any contract or agreement to which EVC is a party or by which it is bound.

(4) To its knowledge, there is no litigation, proceeding, or investigation contesting the power of authority of EVC with respect to the Project or this Agreement or any other agreements contemplated herein, and EVC is unaware of that any such litigation, proceeding, or investigation has been threatened.

(5) EVC shall cooperate with GURA in taking reasonable actions to defend against any litigation brought by a third party concerning the Project or this Agreement or any other agreements contemplated herein.

2. Construction of Community Garden.

(a) EVC shall construct improvements within the area between the Principal Building and property line along the boundary of the Property with East Street and within the same area along the boundary of the Property with 24th Street east of the access drive, as depicted in Exhibit A, in order to render the area usable for a community garden within which members of the community and employees of Tenant may cultivate and harvest vegetables, fruits and herbs for non-commercial, personal consumption (i.e., not for resale) and/or in connection with public educational classes related to growing and/or cooking vegetables, fruits or herbs (“Community Garden”). GURA shall initiate a process for obtaining input from the community regarding the design and management of the Community Garden, and shall provide the final design to EVC. The final design shall be subject to review and approval by EVC and Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. The Community Garden shall include, at a minimum:

(1) Enclosed garden beds with soil contained within that are raised above ground level by at least one foot, and are separated by walking paths for access;

(2) Irrigation suitable for such a garden with water to be paid for by EVC;

(3) A high quality and durable shed to store garden tools; and

(4) A small pavilion for shade and gathering.
(b) If the Community Garden fails to function as stipulated herein, the area used for the Community Garden shall be converted into a publicly accessible landscaped area, which shall be designed and built by EVC as approved by the City, and available for public use. The cost of the ongoing maintenance and operation of the park shall be paid by EVC.

3. Continuing Obligations.

(a) During the tenancy of Tenant, GURA shall do all things as it determines are reasonably necessary to manage the Community Garden including, without limitation, making improvements, maintenance and inspection, cultivation, garden supervision, and providing snow and trash removal.

In the event GURA, or its successors or assigns, shall fail to maintain, repair or operate the Community Garden as required herein, EVC and the Tenant, or their successors or assigns, shall give written notice to GURA, or their successors and assigns, requiring GURA to commence the requested work within thirty (30) days of receipt of such notice and to diligently complete such work within a reasonable amount of time thereafter as specified in such notice. If such work is not commenced or is not completed as required by such notice, EVC or the Tenant may, in their reasonable discretion, cause such work to be completed and may thereafter assess the entire cost of such work against GURA, or their successors and assigns.

(b) Insurance. EVC shall purchase and maintain general liability coverage in connection with the property that is the subject of this Agreement in amounts at least equal to the maximum amount of recovery against public entities and employees under the Colorado Governmental Immunity Act (C.R.S. §24-10-101 et seq.) and any amendments to such limits which may from time to time be made. GURA and the City shall be named as additional insureds on all such policies. All insurance required hereunder shall be issued by an insurance company authorized to do business in Colorado which meets all of the requirements of the Division of Insurance for that purpose. GURA may periodically require from EVC proof of the insurance coverage required herein.

4. Tenant Notification; Inclusion in Lease Agreement.

(a) EVC agrees that any lease agreements, excluding equipment leases, for the Project entered into after execution hereof shall be consistent with the terms and conditions of this Agreement.

5. Covenants.

(a) The provisions of this Agreement and the burdens and benefits herein shall be covenants running with the Project Property and shall inure to the benefit of, and be binding
upon, GURA, its successors and assigns, EVC, its successors and assigns, and all future owners, tenants and lessees of the Project Property during the Term. Upon expiration of the Term, this Agreement shall terminate and no longer affect title to the Project Property.

Notwithstanding any language herein to the contrary, this Agreement shall terminate upon the termination of that certain Redevelopment and Reimbursement Agreement.

6. **Assignments.**

   (a) EVC shall have the right to assign its rights and obligations under this Agreement subject to the prior written approval of GURA, which shall not be unreasonably withheld or delayed.

7. **Notices.**

   All notices which may be given to parties hereunder shall be in writing and shall be sent to the parties at the address specified below:

   **GURA:** Golden Urban Renewal Authority  
   922 Washington Ave. Suite 100  
   Golden, CO 80401  
   Telephone: (303) 279-4162

   With a copy to: Brownstein Hyatt Farber Schreck LLP  
   Attn: Carolynne C. White  
   410 17th St., Suite 2200  
   Denver, CO 80202  
   Telephone: (303) 223-1197  
   Email: cwhite@bhfs.com

   **EVC:** EVC Golden, LLC.  
   200 Dahlia Street  
   Denver, CO 80220  
   Attn:  
   Telephone:  
   Email:

   With a copy to:

   or to any change of address given in writing by one party or the other.
8. **Miscellaneous**

(a) **Binding Effect.** This Agreement inures to the benefit of and is binding upon GURA and EVC and EVC’s assignees which are permitted pursuant to Section 5 of this Agreement.

(b) **Third-Party Beneficiaries.** It is expressly acknowledged by the parties hereto that the City is a third-party beneficiary to this Agreement and shall be entitled to enforce any and all provisions of this Agreement in the same manner as GURA. GURA is not obligated or liable under the terms of this Agreement to any person or entity not a party hereto except any assignee permitted pursuant to Section 13 of this Agreement or the City. Further, GURA is not bound by any contracts or conditions that EVC may negotiate with third parties related to the Project.

(c) **Interpretation, Jurisdiction and Venue.** This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the Jefferson County, Colorado District Court.

(d) **Amendment.** This Agreement may be amended only by a written instrument signed by the parties to this Agreement.

(e) **Additional Documents or Action.** The parties to this Agreement agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement or is reasonably requested by another party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the parties to this Agreement, within the scope of their powers and duties, shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, such parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each party substantially receives the benefits that it would have received under this Agreement.

(f) **Good Faith of Parties.** In the performance of this Agreement or in considering any requested approval, consent, acceptance, or extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
(g) **Waiver of Breach.** Any waiver of any requirement or obligation hereunder must be in writing to be effective. Any waiver by any party to this Agreement of any term or provision of this Agreement shall be narrowly construed, and shall not operate or be construed as a subsequent or continuing waiver of said term or provision.

(h) **Article and Section Captions.** The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(i) **City, Authority and Company Not Partners.** Notwithstanding any language in this Agreement, neither the City nor GURA is a member, partner, or joint venturer of EVC, and neither the City nor GURA shall be responsible for any debt or liability of EVC or its contractors or agents. EVC is not responsible for any debt or liability of the City, GURA, or their respective contractors or agents.

(j) **Severability.** If any portion or portions of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if such illegal or unenforceable portion or portions did not exist. If all or any portion of the payments required by the terms of this Agreement are determined, by a court of competent jurisdiction in a final non-appealable judgment, to be contrary to public policy or otherwise precluded, and if the decision of such court clearly indicates how the payments may be made differently and in a manner that is legal, valid and enforceable, then the parties hereto shall utilize their reasonable, best, good faith efforts to promptly restructure and/or amend this Agreement in accordance with such court decision, or to enter into a new agreement, to assure, to the extent legally permissible, that all payments are made to EVC as contemplated by this Agreement.

(k) **Originals.** This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Agreement.

(l) **Joint Draft.** The parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

(m) **Recording.** The Lease granted pursuant to this Agreement shall be recorded in the records of the Clerk and Recorder of Jefferson County, Colorado, and the costs of recording shall be paid by EVC.

10. **Default/Remedies.**
(a) In the event of a breach or default by any party hereunder, as determined by a court of competent jurisdiction, the non-defaulting party shall be entitled to any and all remedies provided under this Agreement or available at law or equity, including, without limitation, actions for damages, injunctive relief, and specific performance.

11. Attorneys Fees and Costs

(a) Should any party default in any of the covenants or obligations in this Agreement, the defaulting party will pay reasonable expenses or enforcing this Agreement, including reasonable attorneys’ fees.

DATED the date as set forth above.
GURA: THE GOLDEN URBAN RENEWAL AUTHORITY, a body corporate and politic

By: __________________________________________
    John Eakes, Chairperson

ATTEST:

By: ______________________________
    Steve Glueck, Secretary

COUNTY OF JEFFERSON )
) ss:
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this ____ day of __________________, 2014, by John Eakes, Chairperson of The Golden Urban Renewal Authority, a body corporate and politic.

Witness my hand and official seal.

____________________________________
Notary Public

My commission expires: ___________________
EVC: EVC Golden, LLC, a Colorado Limited Liability Company

By: ________________________________

Printed Name: _______________________

Title: ______________________________

STATE OF COLORADO )
) ss:
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this ___ day of ____________, 2014, by _________________, as _________________ of EVC Golden, LLC.

Witness my hand and official seal.

_____________________________________
Notary Public
My commission expires: ________________
January 7, 2014

Mayor Marjorie Sloan
City Council Members
GURA Board

Re: Subject: Redevelopment of Lot 4 in Downtown Golden

Dear Mayor Sloan, City Council, and GURA Board:

   This letter is to reaffirm the desire of the Banks family to be included in the development of Lot 4 on 12th Street. There is very little land left in downtown Golden, so it is extremely important to "get it right." We strongly believe the inclusion of our property would be very beneficial for Golden's future.

   We understand that a lot of time and effort have been spent on this topic; however, we do not support the current developer and plan and firmly believe that Golden would be better served by stepping back and rethinking a project which would meet all our needs.

   We need a project which would provide space we could own for the continued operation of The Banks Agency which has been on 12th Street since 1950. We visualize a project which would be totally commercial, three stories in height, with a plaza at the corner of 12th and Jackson. The first level would be retail with offices on the second and third floors.

   By scaling down the size of the building and using the parking spaces which we currently control, there would not be a need for so many spaces from the parking garage to accommodate the parking requirement.

Thank you for your consideration,

Very truly yours,

Eileen Banks

Eileen Banks
Memorandum

To: GURA Board of Commissioners
From: Steve Glueck, Executive Director
Date: January 8, 2014
RE: Grants Meeting Memo for January 13, 2014 meeting

This memo provides current staff's evaluation and comments on the attached two grant request packages, both related to the Miners Alley side of the 1100 block of Washington Avenue. The comments are based upon GURA's grant policies, prior discussion of this specific area, and staff's limited knowledge of the board's comfort level with levels of funding. If the board is ready, direction for grant approvals is requested at the January 13th meeting.

1. **Dumpster/ Recycling Relocation:** The concept of improving Miners Alley has been under discussion for many years with several design ideas, but no real progress. Over time, business access and orientation to the alley has increased, but the overall character and quality of infrastructure has not. In the current request there is a significant start to the potential improvement of this block of the alley, but it is only a start.

The License Agreement between the four owners and the City was approved several weeks ago, and allows the use of a couple parking spaces just north of the rest room to construct a dumpster/ recycling enclosure similar to the one built for the Foss Building in the parking lot to the south. Construction and use of this structure allows for the removal of two inconvenient and rather unsightly enclosures on the east side of the alley and creates the potential for much better use of the space behind Capitol Grill, Red Wagon, and near Jalopyz. The board will note that the current project does not include such future improvements, but sets the stage for same. The current and future improvements also relate to the second request to open an additional retail space to the alley.

Due to the shared owner responsibility and the potential to kickstart an alley project, staff is supportive of a significant GURA contribution to the project. It appears to meet the grant guidelines in the GURA grant checklist. Not knowing the board's level of comfort, staff can recommend up to $15,000 towards the current estimate of $16,800, to be payable $10,000 upon completion of the new structure, and $5,000 on removal of the old structures and initial clean-up of the area. Funds would come from the "Miners Alley Improvements" line item.

2. **Golden Moon Distillery/ St Clair Properties:** Consideration of this request has become more complicated in recent weeks due to rest room and access improvements necessary for the tenant space and the entire building uses to meet building code. The requirement to upgrade the common rest rooms was based upon a combination of the existing main floor uses (primarily Windy Saddle Coffee shop) and the proposed Golden Moon Distillery. Based upon the distillery tenant improvement schedule, the building owners, Mr. and Mrs. Valdez, agreed to the improvements and are working on them. While this type of code upgrade is a permanent
building improvement that matches several of GURA's priorities to upgrade downtown buildings, the after the fact nature of the grant request is in conflict with the eligibility requirements of the GURA Grant Checklist. Unless the board is willing to waive the after the fact prohibition, the only way to assist in the $16,000 item labeled as Golden Moon unexpected expenses is to consider a sales tax TIF agreement (perhaps with the idea that the DDA could be asked to continue the agreement into 2015 or 2016."

Ironically, current staff's evaluation is that the restroom upgrades may be more beneficial in the long run than the proposed future improvements to open up the distillery tasting room to the alley, since the restroom upgrades will benefit any type of commercial tenant, and the roll up door and small patio next to the alley are only integral to a food use.

Given the significant cost involved in the recent and suggested improvements, staff does have a recommendation, but cautions that I have no prior indication how the board will view the request.

- Staff recommends that the board grant a one-time waiver for the after the fact nature of the restroom code upgrades and authorize a grant for up to $10,000 for the restroom improvements to be paid upon completion of the first phase of tenant improvements, and to come from the "General Improvement Grant" line item.
- Staff further recommends that the board authorize a sales tax TIF agreement with owner/tenant for the door upgrades and outside patio improvements, with the sales tax base being $0 and the rebate being 90% of the sales tax increment received by GURA in 2014 for the use, and a recommendation that the DDA continue the rebate (recognizing that the DDA will only receive one penny of sales tax rather than 2) for up to four additional years, with a cap of $2,000 until the patio is constructed, and $10,000 total if the patio is constructed.

Since the board may have significantly different ideas about these grant requests, board discussion and direction will be critical. In addition, the board should note that staff needs to bring back the programming type grant requests submitted late last year by Foothills Art Center, Miners Alley Theater, and Golden Earth Days. Staff's suggestion will be to limit such grants to the amounts already budgeted, unless the board directs otherwise.
January 7, 2014

Mr. Steve Glueck  
Golden Urban Renewal Authority (GURA)  
922 Washington Ave  
Golden, CO 80401

Dear Steve:

In follow-up to our recent meeting and per your direction, a few initiatives are consolidated in this document even though they involve different parties. As you are aware, Steve Gould is in the process of building out Golden Moon Speak, a speakeasy tasting room, at 1111 Miners Alley (please see the attached overview) and we have received approval from the city to move the 2 dumpsters that are adjacent to Jalopyz and Old Capitol Grill (for additional reference, see my October 4, 2013 letter to you). Below is the GURA funding request summary for the respective parties involved:

1. **St. Clair Properties, AKA Capitol, Double J Investments, and Michael & Nancy Mason**
   - Dumpsters Relocation / adding Recycling capability $16,800

2. **Golden Moon Distillery (tenant) and St. Clair Properties (landlord)**
   - Outside Patio $11,174
   - Golden Moon Distillery unexpected expenses $16,090

Below are specific details for the projects:

1. **Parties involved: St. Clair Properties, AKA Capitol, Double J Investments, Michael & Nancy Mason**
   **Dumpsters/Recycling Relocation**
   Please see the attached License Agreement between the City of Golden and the 4 property owners.
   - The current bid for this is $16,800. We will still need to review with Gerry George and receive the city’s building permits and design approval. This is a preliminary budget from contractor Jeff Connell Construction (however after we meet with the city there may be additional costs – we will need to work with the city to determine the city’s desired design, etc.).

   **GURA Request**
   The 4 property owners and associated tenants have been working with the city to enable this project and specific details are included in the License Agreement. At a previous meeting Mark Heller had indicated GURA’s support to finance the dumpster move / enabling of recycling that will not only improve the trash situation but will also improve the aesthetics of Miners Alley. We are requesting that GURA fund this 100% (it will be a permanent structure of the city of Golden).

2. **Parties involved: Golden Moon Distillery, St. Clair Properties**
   **Outside Patio**
   Based on Golden’s outdoor lifestyle a patio is a major draw for all businesses in the area, for example, The Windy Saddle, Table Mountain Inn, Woody’s, Indulge, Buffalo Rose, and Old Capitol Grill all have an outside area for their patrons. Therefore, to enhance Golden Moon Speak (GMS) and make the outside attractive for patrons, and to add to the vitality of the Miners Alley area, GMS would like to add a glass
garage door that opens to outdoor seating on Miners Alley (seating would be on sidewalk owned by St. Clair Properties). In order to accomplish this objective, we will need to renovate the existing concrete (it's currently sloped down to the street and not suitable for a patio) and add a decorative railing around it.

**Unexpected Expenses – Bathrooms and Door**

On December 3rd GMS received conditional approval from Gerry George, Golden Chief Building Official, to move forward with the project based on the following contingencies:

1. The existing bathrooms in the building must be renovated to add an additional toilet to each of the Men’s and Women’s restrooms with one in each restroom ideally being ADA compliant.
2. A requirement to modify the exit door entering into the hallway and door hardware in order to comply with the fire and building codes.

**GURA Request**

GMS is requesting funding assistance from GURA for these items, below are the current bids we have received from contractor Jeff Connell Construction.

<table>
<thead>
<tr>
<th>Outside Patio</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>$6,800</td>
</tr>
<tr>
<td>Glass Roll-up Door</td>
<td>$2,224</td>
</tr>
<tr>
<td>Door/Patio Demolition, prep, paint, etc.</td>
<td>$650</td>
</tr>
<tr>
<td>Railing</td>
<td>$1,500 (estimate)</td>
</tr>
<tr>
<td>Total</td>
<td>$11,174</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bathrooms and Doors</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bathroom Upgrades</strong></td>
<td></td>
</tr>
<tr>
<td>o Men’s</td>
<td>$4,430 (demo, tile, etc.)</td>
</tr>
<tr>
<td>o Women’s</td>
<td>$5,160 (demo, tile, etc.)</td>
</tr>
<tr>
<td>o Plumbing for both</td>
<td>$4,000 (includes toilets, stalls, etc.)</td>
</tr>
<tr>
<td>Total</td>
<td>$13,590</td>
</tr>
<tr>
<td><strong>Door upgrades (for building/fire code)</strong></td>
<td>$2,500</td>
</tr>
</tbody>
</table>

I am confident about the bids for most items however, I believe there may be more to the dumpsters/recycling project. Is there a way we can work together on also including some contingency funding as well? In any event, we will obviously keep the costs as low as possible.

Attached are the construction bids we’ve received. The plumbing bid was verbal.

Thank you for your consideration and we look forward to further discussing the above items with you.

Sincerely,

Dean Valdez

pc: Steve Gould
Golden Moon Speak

Golden Moon Speak will be a distillery tasting room licensed by the State of Colorado as the “secondary tasting room” for Golden Moon Distillery. It will be a part of the same business as Golden Moon Distillery. Golden Moon Speak will be located at 1111 Miner’s Alley in downtown Golden.

Golden Moon Speak will be different from any other distillery tasting room in the United States (and possibly in the World) in that it will feature a world-class cocktail program utilizing only spirits produced by Golden Moon Distillery (as is required by Colorado State Law). No other distillery tasting room has been able to do this because no other distillery in the United States produces the type and breadth of products that Golden Moon Distillery produces. Our goal is to make Golden Moon Speak a destination speakeasy that is on par with the top speakeasies and craft-cocktail establishments in the United States.

Golden Moon Speak will offer both local customers and visitors a chance to taste all of Golden Moon Distillery’s spirits both straight and in a variety of cocktails, punches, and long drinks ... and to do so in a classy and friendly environment.

Golden Moon Speak will also serve as a gallery space for local artists and as an event space (for example we’ve already committed to the Golden Chamber of Commerce to use the space for the judging of next year’s Chili Cook-off).

ABOUT GOLDEN MOON DISTILLERY
Golden Moon Distillery was founded in early 2008 specifically to produce premium hand-crafted herbal liquors and liqueurs using the best available herbs, spices and botanicals, and made with the same type of artisan production processes utilized by distillers making premium products in the mid-to-late 1800s. We began production in Golden Colorado in mid-2012.

The heart of Golden Moon Distillery is a world-class research library containing hundreds of rare books on distillation and related products and processes, some dating back to the 1500s. Most of the collection dates from the late 1700s to the early 1900s, though there are a few titles that are much older, or newer.

Golden Moon Distillery currently produces our products on two antique stills at our distilled spirits plant in Golden. Our stills date from the early to mid-1900’s.

Golden Moon uses environmentally friendly packaging and business practices as much as possible. We source as many materials as we can from local producers (reducing shipping and the related carbon footprint), and work with local wineries and farmers to utilize some of their cast-off materials (grape pomace for grappa for example) in our production and packaging processes. Our solid waste from our distilling processes is used as compost and feed by local farmers and gardeners.

We produce a variety of award winning products including Gin, Absinthe, Grappa, Apple Jack and Specialty Liquors / Liqueurs including our Crème de Violette, Dry Curacao and Amer dit Picon. Our products have taken some of the top awards in the distilled spirits industry.
October 4, 2013

Mr. Steve Glueck  
Community and Economic Development Director  
City of Golden

RE: Miner’s Alley - Trash Dumpster Relocation and Recycling

Dear Steve,

We have discussed moving the dumpsters near Jalopyz and Old Capitol Grill to the parking lot directly in back of the restrooms and I wanted to provide some additional thoughts regarding this.

Vision
Our vision is to enhance the vitality of the area for businesses that are adjacent to Miner’s Alley as well as make improvements to the alley in order to motivate additional investment and development / improvements by the property owners and possibly by the city.

We ultimately would like to see a section of the alley (i.e., from Old Capitol Grill to approximately Old Town Golden Realty) closed to vehicles and improved to make Miner’s Alley more of a destination point for tourists and patrons versus just a back alley as it basically is now (although several businesses have an entrance on the alley). This would improve pedestrian safety by eliminating vehicles that cruise by near the buildings as well as create an additional nice downtown area to shop or sit and enjoy the “M” mountain view, hang gliders, etc.

As you are aware, currently Jalopyz is impeded by the dumpster and the large property in back of Red Wagon and Old Capitol Grill is not developed (represented approximately by the red outline below).
Below summarizes the current businesses in the vicinity and associated property owners (not to scale).

<table>
<thead>
<tr>
<th>St. Clair Properties</th>
<th>Doub J Invest.</th>
<th>Nancy Mason</th>
<th>AKA Capitol</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olde Twain Golden Saddle</td>
<td>Golden Moon Distillery</td>
<td>(Alley way back Entrance)</td>
<td>Jalopyz</td>
</tr>
<tr>
<td>Realty (Windy Back Ent)</td>
<td></td>
<td></td>
<td>OCG</td>
</tr>
</tbody>
</table>

For your convenience, I’ve listed the property owner names and Washington Avenue addresses below:

- 1110 St. Clair Properties, LLC
- 1114 Double J Investments (i.e., Jonathon Beggs, Silver Horse)
- 1116 Michael and Nancy Mason (i.e., Nancy Mason, Baby Doe’s)
- 1118 AKA Capitol, LLC
- 1120 AKA Capitol, LLC

**Trash Relocation and Enabling Recycling**
The first step in the Miner’s Alley “revitalization” is to get the dumpsters moved. Below are some of the benefits of doing this:

- Immediate improvement for Jalopyz business and aesthetics.
- Transferring the dumpster pickup location will eliminate alley congestion and missed trash pick-ups (i.e., when a Coors truck is delivering to OCG, for example). This is currently a Waste Management issue but a real issue nonetheless.
- Combining the dumpsters will allow us to consolidate pick-ups for all the businesses and with everything together we can have a recycling bin.
- Enclosing the dumpsters will improve aesthetics, help eliminate spills/rodents, and help with unauthorized dumping (a constant challenge for all of us).
- Currently the dumpster locations create an atmosphere of a “back alley” versus a place to enter businesses and/or expand businesses. By moving them it will create opportunity and motivation to develop a plan for the area.

**Improvement Commitments** - (for properties that involve Aimee and Me)

**St. Clair Properties**
We recently leased 1111 Miner’s Alley to Golden Moon Distillery. Product will not be distilled there but it will serve as a speakeasy / tasting room. We are going to improve that space and the exterior as well, such as painting the doors and awning black, and we are considering redoing the concrete walkway (for example a nice colored stamped concrete) and adding a garage door for the distillery so patrons can sit in the open air.

**AKA Capitol**
This is the space that could be improved / developed. Although we don’t have a specific plan at this time for this space, we will improve the look and feel of the area and development possibilities include the following:

- Expand Old Capitol Grill’s business to include a beer garden, outside eating area
- Expand Red Wagon’s garden area
• Landscape with grass for a children’s play area
• Put up a portable Hot Dog Stand and eating area
• Expansion of Jalopyz business to improve its merchandising and awareness

We will commit that AKA will improve the space either aesthetically or commercially and not use the space for additional trash dumpsters, a storage facility or the like.

**GURA Involvement**
During our July 12th meeting, Mark Heller indicated that GURA could cover the cost of building the receptacle enclosure; I’m sure we can follow up on that as we proceed.

Thanks again Steve for your help to get this done for the good of all stakeholders and patrons of Golden.
Jeff Connell Construction
619 Garden St.
CO 80403

<table>
<thead>
<tr>
<th>Name / Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dean Valdez</td>
</tr>
<tr>
<td>Project in Miners Alley parking lot</td>
</tr>
<tr>
<td>Dumpster Enclosure</td>
</tr>
<tr>
<td>Golden CO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete pad; formed, rebar and poured. 20'x10'x4&quot;. labor and materials</td>
<td>2,800</td>
<td>2,800.00</td>
<td>2,800.00</td>
</tr>
<tr>
<td>Concrete and Steel posts for traffic and building protection, set at each corner, painted yellow. cut in, dug out, set and repour. labor and materials</td>
<td>1,100</td>
<td>1,100.00</td>
<td>1,100.00</td>
</tr>
<tr>
<td>Cinder block walls; approx. 675 blocks, stacked, rebar and filled with concrete and mortar to 10' high. Steel or LVL header to span 10' door opening. labor and materials</td>
<td>7,600</td>
<td>7,600.00</td>
<td>7,600.00</td>
</tr>
<tr>
<td>Roof Framing 2x10x10 wood joists, anchored to top plates, set at pitch and sheeted with 3/4&quot; ply. labor and materials</td>
<td>800.00</td>
<td>800.00</td>
<td>800.00</td>
</tr>
<tr>
<td>Roofing, siding and gutters. labor and materials</td>
<td>1,600</td>
<td>1,600.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td>Doors &amp; Trim; 2 doors, metal wrapped, 60&quot;x80&quot; each, with sliding door hardware, mounted high and low. labor and materials</td>
<td>2,900</td>
<td>2,900.00</td>
<td>2,900.00</td>
</tr>
</tbody>
</table>

Please feel free to call, e-mail or text with any questions or concerns. Thanks

**Total**

$16,800.00
**Option 1. Materials Only:**
1– 8x7 Raynor StyleView aluminum clear anodized garage door with insulated clear tempered glass (8 total pieces), normal headroom track system, hardware, weather seals, inside slide lock.

<table>
<thead>
<tr>
<th>DOOR TOTAL:</th>
<th>$2,072.00</th>
</tr>
</thead>
</table>

Prices include: All Tax, and all materials to install the door. NOTE: Glass shipped separate and must be installed in door by installation crew. Delivery not included.

**Option 2. Furnish and Install:**
1– 8x7 Raynor StyleView aluminum clear anodized garage door with insulated clear tempered glass (8 total pieces), normal headroom track system, hardware, weather seals, inside slide lock.

<table>
<thead>
<tr>
<th>DOOR TOTAL:</th>
<th>$2,224.00</th>
</tr>
</thead>
</table>

Prices include: All materials, labor, and tax.
Above quotation does not include items that are not specifically listed. If clarification of included items is needed, ask your sales representative to re-quote this project. Listed add-ons will be included in final sales price if you initial the accepted box next to listed item. Adding these items at a later date will subject items to an additional labor and fuel surcharge.

All prices are subject to change without notice. This quotation is subject to acceptance within 30 days. If more than 30 days have passed, please request an updated quotation.

There will be a finance charge of 1.5% per month on all balances unpaid after 30 days. This corresponds to an annual rate of 18%.

In the event of litigation between the parties to this agreement, the court will award reasonable attorney’s fees and costs to the prevailing party. The parties further agree that venue for any action shall be deemed proper if filed in Jefferson County, Colorado.
Jeff Connell Construction
619 Garden St.
CO 80403

Name / Address
Dean Valdez
Property @
1110 Washington Ave.
Golden CO

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demo of Mens bathroom, to include; removal of toilet, vanity and sink, wainscoting and tile flooring. labor only</td>
<td>450.00</td>
<td>450.00</td>
<td></td>
</tr>
<tr>
<td>Excavation of toilet drain area to allow for relocation of toilet ; cutting concrete, jack hammering out, digging down to expose pipes for plumber. labor and materials</td>
<td>600.00</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>Concrete pour over backfill, smooth finish. labor and materials</td>
<td>300.00</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>Interior Walls; open up for plumber to run lines. repair drywall. labor and materials</td>
<td>130.00</td>
<td>130.00</td>
<td></td>
</tr>
<tr>
<td>Interior Walls and floors; tiled up walls 4’ and entire floor, cut around floor drain. grouted, caulked and sealed. labor and materials</td>
<td>1,900.00</td>
<td>1,900.00</td>
<td></td>
</tr>
<tr>
<td>Cabinets &amp; Vanities; set new. labor only</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>Interior Walls; install new toilet stall partitions. labor only</td>
<td>300.00</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>paint walls and ceiling. labor and materials</td>
<td>300.00</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>Site Work; hang mirror and light, clean up. labor only</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>Cleanup &amp; Restoration; remove and dump all project debris and waste; labor and costs</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
</tr>
</tbody>
</table>

Please feel free to call, e-mail or text with any questions or concerns. Thanks

Total

$4,430.00
**Name / Address**

Dean Valdez  
Property @  
1110 Washington Ave.  
Golden CO

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demo of Womens bathroom, to include; removal of toilet, vanity and sink, wainscoting and tile flooring. labor only</td>
<td>450.00</td>
<td>450.00</td>
<td></td>
</tr>
<tr>
<td>Excavation of concrete flooring to allow for 2 toilets. cutting, jack hammering and digging down to expose pipes for plumber. labor and materials</td>
<td>850.00</td>
<td>850.00</td>
<td></td>
</tr>
<tr>
<td>Concrete; repour concrete after backfill, smooth finish. labor and materials</td>
<td>500.00</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>opening up walls for plumber to have access to run pipes, closing up walls when completed. labor and materials</td>
<td>260.00</td>
<td>260.00</td>
<td></td>
</tr>
<tr>
<td>Interior Walls and Floors; Tile walls up 4' and entire floor around floor drain. Grout, caulked and sealed. labor and materials.</td>
<td>1,900.00</td>
<td>1,900.00</td>
<td></td>
</tr>
<tr>
<td>Cabinets &amp; Vanities; set new. labor only</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>Install 2 new toilet stall partitions. labor only</td>
<td>450.00</td>
<td>450.00</td>
<td></td>
</tr>
<tr>
<td>walls and ceiling. labor and materials</td>
<td>300.00</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td>Install new mirror and light. labor only</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>Removal of all project debris and waste. labor and costs</td>
<td>150.00</td>
<td>150.00</td>
<td></td>
</tr>
</tbody>
</table>

Please feel free to call, e-mail or text with any questions or concerns. Thanks

**Total**

$5,160.00
RESOLUTION NUMBER 122

A RESOLUTION OF THE GOLDEN URBAN RENEWAL AUTHORITY
ESTABLISHING THE 2014 MEETING TIMES AND PLACE

WHEREAS, the Golden Urban Renewal Authority under its Bylaws can establish the meeting day and time by resolution;

WHEREAS, the Colorado Open Meetings Law (CRS 24-6-402(2)(c)) requires a local public body to establish a meeting place and a place for posting public notice of said meeting at the local public body’s first regular meeting of each calendar year; and

WHEREAS, the Golden Urban Renewal Authority is a local public body;

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

Section 1. The Golden Urban Renewal Authority’s regular scheduled meeting day will be the second Monday of each month. Staff will provide an update to the Board every two weeks.

Section 2. The Chair may convene an additional meeting to be held on the fourth Monday of each month, if notice is given to the Commissioners at least five business days prior to the proposed meeting.

Section 3. The place of the meeting will be the Golden City Council Chambers in City Hall, located at 911 10th Street in Golden, Colorado, unless posted as different at least 24 hours in advance.

Section 4. The usual time of the meeting will be 6:30 p.m.

Section 5. The notice of each meeting or any changes to that scheduled meeting will be posted on the bulletin board located in the lobby of the Golden City Hall at least 24 hours before each meeting.

Adopted this 13th day of January, 2014

__________________________________________
John Eakes, Chair

Attest:

__________________________________________
Steve Glueck, Interim Executive Director