

Boulder Junction Access District (BJAD)
Joint Commission Meeting
December 3, 2014
9 to 11 a.m.
Council Chambers, 1777 Broadway
AGENDA

1. Roll Call
2. Approval of the November 5, 2014 Meeting Minutes
3. Disclosure of Conflicts of Interest
4. Public Participation
5. City Council Questions for 2015
6. City Attorney Update on Petition Process
7. Update on Pollard Property by Housing Department – Beth Roberts
8. Matters from Commissioners
 - Status of Projects
9. Matters from Staff
 - AMPS Update – Joint Board Meeting January 21st.
 - Update on EcoPasses and Car Share- Hagelin
 - Joint District Board Meeting in January?
 - Update on Transit Plan by Transportation Staff

Attachments:

- Meeting Minutes
- City Council Questions for 2015
- City Council Work Plan
- Depot Square Parking Purchase Agreement
- TVAP Plan
- DUHMD/PS 2014 Accomplishment and 2015 Key Initiatives

DUHMD/PS 2014 Priorities

University Hill

Hill Reinvestment Strategy Development, Adoption and Implementation

- Capital Improvements
- Marketing and Events
- Organizational Structure
- Clean and Safe
- Innovation

Smoking Ban

14th Street Mixed Use Development Partnership

"Parklet" pilot

Boulder Junction

Implementation of TDM District

- PILOT payments
- Revised budget projections

Depot Square Garage Operations

Parking Plan for future development

Smoking Ban

Downtown

"Parklet" Study

Smoking Ban

Civic Area Plan Participation

Civic Use Pad Recommendation

Implementation of Bond Projects:

- 15th Street Streetscape
- West End Streetscape

Parking

AMPS Phase I Implementation: Work Plan Development, Scope and Phased Implementation

Garage Arts Plan

Parking Philosophy

NPP Expansions

Internal

Division Value Goal: Customer Service

Name Change

Office Space Planning and Remodel Phase II

BJAD Joint Priorities

- The development of the Transit Village north of Goose Creek by creating a realistic framework for parking in the District.
- Support the future development in Boulder Junction north of Goose Creek.
- Formulate a recommendation to council regarding the future use of the city-owned Pollard site.
- Make recommendations to the Council on how the parking plan and guidelines can clear the path for sensible development in the area.
- Finalize and implement transit and parking infrastructure projects at Boulder Junction to facilitate the construction of additional affordable housing and mass transit alternatives.
- Recommend to Council any changes to TVAP and the MU-4 zoned properties north of Goose Creek which will promote future development.
- Quiet Zone

Mission Statement: We serve the downtown, University Hill and affected communities by providing quality program, parking enforcement, maintenance and alternative modes services through the highest level of customer service, efficient management and effective problem solving.

**CITY OF BOULDER, COLORADO
BOARDS AND COMMISSIONS MEETING MINUTES FORM**

NAME OF BOARD/COMMISSION: **BOULDER JUNCTION ACCESS DISTRICT**

NAME/TELEPHONE OF PERSON PREPARING SUMMARY: **Ruth Weiss – 303-413-7318**

NAMES OF MEMBERS, STAFF, AND INVITED GUESTS PRESENT:

BOARD MEMBERS: KOVAL, SHANAHAN, PEDERSEN, OSBORNE, PAWLOWSKI, SUTHERLAND
(absent)

STAFF: WINTER, MATTHEWS, WEISS, CHASANSKY

GUESTS: ANDY BUSH

TYPE OF MEETING: Off Site November 5, 2014

AGENDA ITEM 1 – Roll Call: Meeting called to order at 9:14 a.m.

AGENDA ITEM 2 – Approval of the September 3, 2014 Joint Meeting Minutes (Action Item Below)

AGENDA ITEM 3 – Disclosure of Conflict of Interest: Completed.

AGENDA ITEM 4 – Public Participation: None

AGENDA ITEM 5 – Public Hearing and Motion to Make a Recommendation to City Council of the Downtown and University Hill Management, Parking Services 2015 Budget: Osborne questioned why the budget was not combined. Winter replied that its two different funds with different mil levies and explained the funds of the division.

Pedersen motioned to approve a recommendation to City Council of the Downtown and University Hill Management, Parking Services 2015 Budget. Pawlowski seconded the motion and all commissioners approved 5-0.

AGENDA ITEM 6 – Mural at Depot Square - Chasansky: Chasansky said an opportunity has come up for commission input. The east face of the Boulder Junction parking structure is a blank canvas and Planning Board was looking to find an aesthetic use of the wall. Pedersen said the design initially called for a grill cover. No one liked it. Chasansky continued that a public art call could address it with something that is more of an asset and would be an opportunity to create a gateway to the urban core of Boulder. Challenges included the multiple owners to the garage structure, issues with funding and its stakeholders, and how it would be maintained. Moving forward will require getting owners and stakeholders of the building to agree and participate, create a structure for the process, and a budget.

Pawlowski asked how to integrate the sides by the railroad. Chasansky displayed a picture of the garage when in line to get through the traffic light. Pawlowski asked about the artist and lights. Chasansky responded that it's about the budget and the baseline to paint a mural is \$40,000. Structural murals come with a significant price tag. Chasansky said the funds will come from the city and the Arts Council and there may be BJAD stakeholders involved. Osborne asked about funds. Chasansky has a zero budget currently and would need to find funding. Pedersen said the grill funds were about \$20,000 which could be contributed to the art project. Koval said it was a great idea, need to a way to fund it, and would be great to have a mural. Osborne suggested RTD for funds. Members of the condominium association, hotel, district and depot are required for buy in as it is their property and could be an ongoing condominium expense. Pawlowski said that whatever goes on the side of the building would impact the district and concerned with the statement it will express. Osborne loved the idea. Andy Bush commented on the life cycle of murals. Koval said the ongoing maintenance is key. Chasansky asked what the first step would be to pursue the artwork. Winter replied convening a meeting with the condo association, regarding finances, and life cycle of maintenance. The Boulder Arts Commission has a role to play to certifying the community plan. Osborne questioned an arts plan from TVAP. Pawlowski said the art plans were to decorate the plaza. Pedersen will have to convene a board meeting and Chasansky should go forward as that the commission is in agreement. Winter said that the district component is in support of how it could provide an image of Boulder Junction and its maintenance needs is a focus.

AGENDA ITEM 7 – Matters from the Commissioners: Parking was discussed with the parameters of parking and inclusion of other properties into the district. Koval mentioned an entity that was interested in joining the district. Pedersen commented on council's development issues. Pawlowski asked if site review is part of the commission's purview. Winter said that the commission can offer a recommendation to council from the perspective of parking and TDM impacts but BJAD

is not part of the official review process. Osborne questioned the different ways to meet the TDM criteria and the commission should look at projects if they are adequate for EcoPasses and parking. Winter said that Hagelin is looking at TDM for private development and the teeth it needs relating to the district. Winter said city attorneys are reviewing process regarding additions to the district. Koval said that it's not the role of the board to review plans. Osborne commented that if it's in the district it should be reviewed by the board. Koval said the commission role is not to review projects. Winter offered there is a district layer, and mentioned a property that opted out of the district. Conversation continued around the topics of parking within the district shown on development plans; addressing what will be needed for permits within the current district and not to be used by those outside the district. Pedersen asked what number of parking spaces are enough. Winter replied that there is data on utilization and the type of uses generate the parking demand. Koval said that developments coming in the district need to increase their parking as they will not be allowed use of the existing parking. Koval mentioned they can't depend on utilizing the existing infrastructure since they are not paying for it. It is not a matter of coming to the board and making others join the district, commission should know what is going on. It's a matter of taxing the infrastructure.

Koval said that there is a pre-app of Nichols Flats and working with Andy Bush, and a 50 – 52 spaced garage for the building is proposed. Bush added that its two separate buildings, gave details and doing a private mobility mode with car share vehicles with a secondary transportation mode to service the building and the neighborhood. Winter commented that it's great to hear supplemental parking and what the role the district could be in of the management of the parking. Koval said its parking for that building and evening use can be discussed. Surface parking would be limited per Bush. Winter questioned timing. Bush said it would start next summer or fall and take two to two and half years. Koval said that the existing Steelyards neighborhood wants to come into the TDM district and looking at a neighborhood EcoPass. A charette for the Steel Yards is coming up. Nichols Flats is under construction, and should look like a building in a month. Steelyards is having a meeting on Friday to give the city a proposal on the neighborhood. Boulder Indoor Soccer is open to the public; events of the opening were mentioned, and the grand opening is on 11/8.

Osborne questioned the Pollard site development. Winter replied that there isn't a timeline for it.

Pedersen said the Depot Square hotel is scheduled to open February 11, RTD buses will begin running in May, housing will be done in April, and the restaurant will open sometime in June, Dionysius Hospitality Group doing restaurant. Landmark Board was discussed. A dedicated Pearl Street trolley concept connecting downtown and Boulder Junction was mentioned. Winter said there needs to be an understanding of the gate system for RTD. Pedersen answered that thoughts were communicated to Carl Walker for an RFP and sent it out to vendors and there can be modifications, sill be installed and operational by the end of January. Winter said that council toured 3100 Pearl Parkway and the parking has become bundled. RTD is moving ahead with Depot Square for license plate identification technology. RTD will be requiring validation.

AGENDA ITEM 8 – Matters from the Staff:

AGENDA ITEM 9 – Tour of Projects: Winter gave an update on AMPS with council study session; council liked the edge parking with mobility hubs and shared parking. Rate and fine increases are being considered. Winter mentioned the board vacancies.

Meeting adjourned at 10:41 a.m.

ACTION ITEMS:

MOTION: Pawlowski motioned to approve the September 3, 2014 meeting minutes. Shanahan seconded the motion. With additions as suggested by Koval. The motion passed unanimously 5 -0.

MOTION: Pedersen motioned to approve a recommendation to City Council of the Downtown and University Hill Management, Parking Services 2015 Budget. Pawlowski seconded the motion and all commissioners approved 5-0.

October 1, 2014	FUTURE MEETINGS: Council Chambers	Regular Meeting
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APPROVED BY:

BOULDER JUNCTION ACCESS DISTRICT JOINT
COMMISSION

Attest:
Ruth Weiss, Secretary

Scott Pedersen, Chair - Parking

John Pawlowski, Chair - TDM

Retreat Questions for Boards and Commissions for 2015

- What are your top priorities within the framework of the current council work plan adopted at the last city council retreat?
- What would you like to see done that would further advance the Council Goals?
- How can your board specifically help reach the current council goals?
- Are there city policies that need to be addressed that would enable your board to function at a higher level?
- Are there other priorities outside of the Council Goals that your Board/Commission would like to address in the coming year?

The attached work plan includes other items that council has included for 2015 for you feedback as well. Responses should be sent to Ruth.

2014

2015

Project	Council or Staff?	2014				2015			
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Comprehensive Housing Strategy	Council	Briefing - with other related efforts, workplan	SS - objectives, recommended early action items	Briefing	Direction on policy options	Adopt strategy and action plan			
	Staff Activities	Housing choice analysis; needs assessment; best practices; trends data; workplan	Opportunity site inventory; potential tools with "bang for buck" analysis	Develop policy options and recommendations; stakeholder engagement					
North Boulder	Council	IP - update and preliminary policy choices	Briefing - options and feedback	Update and direction					
	Staff Activities	Public meeting with options	Preferred options and refined action plan	Action plan					
East Arapahoe/Sustainable Streets and Centers	Council		Briefing - issues, scope, and feedback	SS - preferred scenarios, draft plan, and action plan	Plan "Lite" - council action	Next Corridor - 30th St or Colorado			
	Staff Activities	Joint East Arapahoe workshop to "test" planning workshop	East Arapahoe scope of work, public workshop, scenario modeling, character definition	Scenario refinement and recommendations	Develop East Arapahoe action plan				
Resilience	Council		Briefing - scope agenda		SS - scoping session	SS	Direction or IP	Direction or IP	Direction or IP
	Staff Activities	Agenda setting workshop 4/28	Hire Asst. City Manager, begin strategy development	Scope strategy components	Scoping	Resilience work	Strategy analysis and development	Strategy analysis and development	Strategy analysis and development
Boulder Valley Comprehensive Plan	Council				SS - scoping session	SS	Direction or IP	Direction or IP	Direction or IP
	Staff Activities				Scoping analysis and partner outreach	Issues identification	Strategy analysis and development	Strategy analysis and development	Strategy analysis and development
Other	Council	Annexation Strategy - Direction (options and feedback)	Usable open space - Code Change	Economic Sustainability Strategy implementation - Code Change					
		Density/ROW Dedication Calculations - Code Change	Parking generation and reduction - Code Change						
		County Assessor valuations for landscape and lighting upgrades - Code Change	Renewable energy sources - Code Change						
	Staff Activities	Annexation Strategy - analyze costs and options	Planning Board for above code changes	Planning Board for above code changes					
Planning Board for above code changes									

HOUSING/LAND USE/PLANNING

		2014				2015				
Project	Council or Staff?	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
TRANSPORTATION	Transportation Master Plan	Council	IP (includes scope for AMPs)	SS (includes AMPS)	Acceptance - establish work program and coordination	Continue implementing pilots	Coordination with BVCP	Coordination with BVCP	Coordination with BVCP	Coordination with BVCP
		Staff Activities	Scenario and sensitivity analysis	Joint board workshop, TAB	Develop final update for board recommendation and council acceptance	Implement and coordination with BVCP and Resilience				
	Community EcoPass	Council	Feasibility Study - joint release with County	Rolls into TMP update						
		Staff Activities								
	Regional Transportation	Council	Briefing	Briefing		Briefing		Briefing		Briefing
		Staff Activities								
	Electric Vehicle Parking Ordinance/Energy Services	Council	Council agenda	SS			IP	IP	IP	IP
		Staff Activities								
	Access Management and Parking Strategies	Council	Scope	SS - Guiding principles, work program and process (includes TMP update)	Round 1 Code Changes - Auto and parking planning, zoning regs, EV charging stations	Update - Work plan and policy issues	Long Term Round 2 - Parking code changes and other policy issues	Council endorsement of ongoing work plan		
		Staff Activities	Finalize work program	Short term parking code regulation changes	Long term parking code changes	Long term parking code changes	Additional workplan items and public process tbd	Finalize document		
			TDM tool kit development for TMP integration	Long term parking code regulation changes	Additional workplan items tbd	Additional workplan items and public process tbd				
			Short term parking code ordinance changes	Public outreach and joint board meeting						
			Research/best practices	Additional workplan items tbd						
			Develop communications strategy							

ADD'L HOUS/PLAN/TRANS	Comp. Financial Strategy/Capital Bond	Council	Direction	SS	SS - finalize ballot?	Ballot?			
		Staff							
	Cap. Bond 1 Implement.	Staff		Construction			85% complete		100% Complete
	Flood Recovery	Staff		Repairs and FEMA Reimbursement	FHWA/FEMA work	FHWA/FEMA work	Building Better Boulder		Building Better Boulder
	Boulder Junction Phase 1 Implementation	Staff			South side of Pearl opens	Ongoing redevelopment coordination		Goose Creek Bridge opens	Depot Square opens
	Boulder Junction Phase 2 - City owned site	Staff		Coordination	Coordination		Coordination		
	Yards mobilized to move for Pollard option	Staff		Grading, prairie dogs, moving	Final prep			Yards moves continue	
	Safe Routes to School	Staff			Public process to prioritize projects		Application		
Implement Transpo.Tax	Staff		Expand maintenance, hire						

Project	Council or Staff?	2014				2015			
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Homelessness/Human Services	Council Items	Shelter/ Funding: Update on position and relationship with Boulder Shelter; Shelter funding and issues update and other funders.	SS - Human Services Strategy Update and Homeless Action Plan (including funding priorities and partnerships)	IP - Homelessness Issues	SS - Human Services Strategy Update and Homeless Action Plan (including funding and service priorities)				
				Regional Planning update/services and housing					
				2014 Point in Time Report					
				SS - Services and Regional coordination update	IP - Services and Regional coordination	IP - Services and Regional	SS - Services and Regional coordination	SS - Services and Regional	IP - Services and Regional
	Staff Activities	Facilitate monthly Boulder Homeless Planning Group re:	HS Strategy Update and Homeless Action Plan Update	HS Strategy Update and Homeless Action Plan -					
		Convene regional meeting with Denver/Boulder/MDHI							
		County Ten Year Plan meeting with focus on meeting housing	County Ten Year Plan meeting with focus on meeting housing						
Neighborhood/Park Events and Other Events	Council Items	GOCO grant application		GOCO grant acceptance					
					SS - Special Events with Street Closures and Block Party Permitting				
	Staff Activities	Review current PR permits and developm pilot program	Conduct pilot neighborhood event (link with Hill and GOCO school yard grant)	Conduct pilot neighborhood event	Review neighborhood park planning and event pilot success and plan schedule for 2015	Finalize nneighborhood event schedule for 2015	Conduct neighborhood events	Conduct neighborhood events	Review pilot program and propose permit changes required to make improvements
		Link with park planning outreach	Summer recreation programs - arts, music, health, wellness	Continue summer art series and volunteer events					
		GOCO school yard grant	Submit GOCO grant	GOCO grant award - start civic area community park					
			Review and analysis of existing special event permitting	Develop recommendations					
Arts	Council Items		SS - Library & Arts, including Community Cultural Plan				Adoption of Community Cultural Plan		
	Staff Activities		Work with new director						

LIVABILITY

2014

2015

Project	Council or Staff?	2014				2015			
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Code Enforcement	Council Items	SS	SS (includes Social Issues Strategy information)						
	Staff Activities								
University Hill	Council Items	IP - 14th St Public/Private Partnership	Update - 14th St Public/Private Partnership	Update - 14th St Public/Private Partnership					
		Bears/Trash							
	Staff Activities		SS - Hill Reinvestment Strategy	Update - Hill Reinvestment Strategy					
		14th St - Hill Alt. Mode survey	14th St - Finalize analysis and develop recommendation to proceed with the Global Agreement						
		14th St - Finalize LOI							
		14th St - Financial Analysis							
		14th St - Additional access analysis							
		14th St - Board outreach							
		Pilot Parklet Competition	Parklet Implementation						
		Outreach to CU and stakeholders for support of Reinvestment Strategy	Fox Theatre mural by CU students	start pilot RSD program (to run through 2016)					
Recommendation for staffing Strategy implementation and prelim. analysis of future org structure options	Hire a fixed term Hill Coordinator								
Civic Area	Council Items					SS - Park Program and Improvements			
	Staff Activities	Civic Activity Team established	Coordinate music in park series		Review summer series success and revise for 2015	Prepare first phase of park improvements for 2015	Conduct adult fitness and health classes	Conduct visitor event at civic area around art installations	
		Hire Civic Area staff for P&R	Add seasonal park staff for outdoor education and orientation		Expand Ready to Work crew	Revise summer programs and plan for 2015	Install temporary adult fitness playground	Coordinate horticulture gardens with Farmers' Market event	
		Prepare GOCO grant for nature play and park planning	Conduct volunteer event around upgrades to Peace Garden and edible plant exhibit		Complete park planning outreach	Conduct art competition for summer installation	Install south side nature play area		
		Work with Park Foundation to develop plan for art and entertainment	Coordinate with CU for partnership with GUB and Civic Area park plan		Develop 1% for Arts demonstration project in partnership with foundations and non-profits		Expand seasonal staffing and horticulture/edible garden displays		

LIVABILITY

		2014				2015			
Project	Council or Staff?	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
LOCAL FOOD	Civic Area	Council Items	IP - update on implementation		SS - catalyst projects				
		Staff Activities							
	Ag Plan	Council Items	IP				Acceptance		
		Staff Activities							
	Other or not categorized	Council Items							
		Staff Activities	CU/BVSD partnership for neighborhood garden	Form cross-dept team	Develop work plan to achieve council vision				
			Burk Park/Horizon School playground	Housing links with YSI programs and local gardening pilot					
		Staff Activities	Design guidelines for edible landscape in local parks						

CLIMATE AND ENERGY	Zero Waste Master Plan	Council Items	IP	SS - options and feedback		Acceptance and action plan		Implementation - commercial focus		
		Staff Activities	Stakeholder input on options and rulemaking on curbside compost		Public feedback on strategies	Draft plan and action plan for public review		Implementation - program enhancements and ordinance development		
	Municipalization	Council Items		SS - workplan	Briefing - energy services	Briefing - energy services	Update - energy services	Update - energy services	Update - energy services	Update - energy services
				SS - energy services						
	Climate Commitment	Staff Activities		Xcel/city task force; refine recommendations						
		Council Items		Briefing - framework, preliminary goals/targets, strategy development	SS - goals/targets, feedback on strategy scenarios, draft document	Approval				
	Valmont Butte	Staff Activities	Working groups meet	Scenario development; GHG inventory complete	Strategy formulation; city organization initiative launched		Launch action plan			
		Council Items			SS					
		Staff Activities								

		2014				2015			
Project	Council or Staff?	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
OPEN SPACE	Charter Issues	Council Items			Address disposition process and use of Realization Point for pro bike race				
		Staff Activities							
	Highway 93 Underpass	Council Items							
		Staff Activities			In process				
	Eldo to Walker Ranch	Council Items							
		Staff Activities	City/County review of contractor proposals for potential mountain bike connection	Routes - weather dependent					
	IBM Connector	Council Items							
		Staff Activities		City/County requirement complete and await railroad to replace bridge					
	Trailhead as part of transportation system	Council Items							
		Staff Activities			status update				
	Other or not categorized	Council Items							
		Staff Activities			additional signage				

Project	Council or Staff?	2014				2015					
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
OTHER	Emerald Ash Borer (EAB)	Council	IP Develop preliminary management plan	Implement pilot plan	Monitoring	Evaluate long term forest management plan and EAB strategy	Management plan and response	Response	EAB	EAB	
	Civic Use Pad	Council	SS - Public/private partnership	Approval of MOU with St. Julien Partners	Update on negotiations with St. Julien Partners						
	Human Services Strategy	Council		SS		SS		Public hearing			
	Various	Council	IGA with CDOT/County for US 36 bikeway maintenance	Pilot dog waste composting project - Valmont and OSMP possible site	Transportation code changes for AMPS	Smoking ban - public hearing					
			IGA for bikeway maintenance/ US 36 enhancements	CEAP call up for Baseline Underpass east of Broadway	Comprehensive Annual Financial Report						
			Old Pearl Street ROW vacation	DRCOG TIP Priorities for city applications	Appointment of independent auditor						
Transportation code changes - bike parking, TDM, etc.			Mobile food vehicles - ordinance change to expand podding in downtown	Update on investment policies - action							
NPP - zone expansions and removal				Modification of construction use tax filing - IP then action							
				Pearl Street Mall regulations - code changes							

**DEPOT SQUARE PARKING PURCHASE AGREEMENT
(DISTRICT PARKING UNIT)**

* ReRecord to fill in
Recording Dates.

21 THIS DEPOT SQUARE PARKING PURCHASE AGREEMENT ("Agreement") is made and entered into to be effective the 26th day of July, 2013, by and between 3001 Pearl, LLC, a Colorado limited liability company ("Seller") and the Boulder Junction Access General Improvement District – Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder ("BJAD-P").

RECITALS

A. BJAD-P is a general improvement district duly organized and validly existing as a general improvement district under the laws of the State of Colorado and the Charter and municipal code of the City of Boulder (the "City") created, *inter alia*, to implement the zoning requirements regarding parking applicable to the Property which were adopted to further the goals of the City set forth in the Transit Village Area Plan dated September, 2007 ("TVAP").

B. Seller is an affiliate of Pedersen Development Company who was the successful bidder to construct a bus transit facility for the Regional Transportation District ("RTD") on a portion of the property owned by RTD and the City of Boulder within the TVAP area and has proposed a development including the bus transit facility, renovation of the historic depot, and construction of housing units, a hotel, and a parking structure to serve the needs of such uses and provide parking consistent with TVAP.

C. As part of the acceptance of the proposal and the commitments of Pedersen Development Company to construct the improvements identified above and provide for parking that is shared, unbundled, managed and paid, the Regional Transportation District and the City sold property to the Seller known as "Depot Square," described as Lots 1 and 2, Boulder Transit Village Subdivision Replat A, County of Boulder, State of Colorado (the "Property").

D. Seller has two representatives on the Advisory Committee of BJAD-P, which representatives have recused themselves from participation as members of BJAD-P in discussions and decisions with respect to this Agreement in accordance with the applicable laws of the City.

E. Seller created the Depot Square Planned Community, according to the Community Declaration thereof recorded on July 29, 2013, at Reception No. 3330983, and the Community Map thereof recorded on July 29, 2013, at Reception No. 3330984 in the records of the Clerk and Recorder of the County of Boulder, State of Colorado (the "Declaration") on the Property, which community is referred to herein as "Depot Square."

F. Seller intends to construct on the Property a parking structure, which shall provide a total of approximately 392 parking spaces of which the Declaration creates five parking units,

COB791

one of which is designated as the GID Parking Unit for owners and users within the BJAD-P boundaries.

G. Seller desires to sell to BJAD-P, and BJAD-P desires to purchase from Seller, the "GID Parking Unit," as defined in the Declaration, on the terms and conditions set forth herein.

H. This Agreement is subject to the Conditions Precedent identified herein, development approvals by the City, and the City and BJAD-P entering into a Cooperation Agreement for the City to pay a portion of the Purchase Price.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, payments, covenants and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and received for, Seller and BJAD-P agree as follows:

1. Definitions. The terms defined in the recitals of this Agreement shall have the meanings set forth therein, and all capitalized terms not defined in the recitals shall have the meanings set forth below whenever used in this Agreement.
 - a. "*Conditions Precedent*" means the events described in Section 2 below.
 - b. "*Deed of Trust*" means that certain Deed of Trust executed by BJAD-P, in form substantially similar to Exhibit A attached hereto, as security for payment under the Promissory Note.
 - c. "*GID Parking Unit*" means the area defined as the GID Parking Unit in the Depot Square Community Declaration dated July 26, 2013.
 - d. "*Partial Release of Deed of Trust*" means the form of the partial release of deed of trust to be executed by the Seller upon receipt of a Purchase Payment from BJAD-P, in form substantially similar to Exhibit B attached hereto.
 - e. "*Promissory Note*" means that certain Promissory Note executed by BJAD-P, in form substantially similar to Exhibit C attached hereto.
 - f. "*Purchase Payments*" means \$372,376 due from BJAD-P to the Seller, pursuant to the Promissory Note, annually for seven years commencing within ten days of the last Note Commencement Event to occur to total the Purchase Price.
 - g. "*Seller*" means 3001 Pearl, LLC or any affiliate thereof which has been approved by BJAD-P.
 - h. "*Parking Structure*" means the portion of Depot Square that is part of the structured parking, as defined in the Depot Square Community Declaration dated July 26, 2013, and owned by owners within Depot Square.

- i. "*Parking Management Agreement*" means the Parking Management Agreement dated July 26, 2013 executed by the Owners and Association as defined in the Declaration.
- j. "*Purchase Price*" means Two Million Six Hundred Six Thousand Six Hundred Thirty Three and No/100 (\$2,606,633.00) to be paid by the Lease Payments.
- k. "*Note Commencement Events*" means the events defined in Section 5 below.

2. Conditions Precedent of Agreement. This Agreement has been signed by the parties to be effective as provided above. However, the terms of this Agreement shall be effective only upon the occurrence of all of the following conditions:

- a. the Seller has provided all of its organizational documents to BJAD-P as of the date hereof;
- b. On or before July 31, 2013, the Seller owns Depot Square;
- c. On or before July 31, 2013, a Subdivision Agreement between the Seller and the City for the construction of Depot Square and all public improvements necessary to serve Depot Square has been executed;
- d. On or before July 31, 2013, BJAD-P has approved the construction drawings and specifications for the Parking Structure as provided herein;
- e. On or before July 31, 2013, Seller has provided a schedule for construction of the Parking Structure, which schedule shall become a part of this Agreement; and
- f. On or before July 31, 2013, the Seller has received a building permit for the Parking Structure.

This Agreement shall be null and void if any of the above conditions are not met by the dates set forth above and neither party shall have any further obligations or liability to the other party.

3. Requirements for Satisfaction of Conditions Precedent. BJAD-P has reviewed and approved the construction drawings and specifications for the Parking Structure, to ensure that the Parking Structure is designed and materials are used that will support the intended use of the Parking Structure, including adequate waterproofing of walls, floors and ceilings, discharge of water and snow from the Parking Structure, and other preventative measures to minimize future costs to maintain the Parking Structure.

Seller acknowledges and represents that it provided BJAD-P with a set of plans drawings by Short Elliot Hendrickson, Inc. (SHE), labeled "Permit Set dated May 31, 2012" for review by BJAD-P, through its consultant Wiss-Janney. Wiss-Janney reviewed and provided comments to the Seller on construction drawings and specifications in the form of a report dated July 23, 2012. The parties agree that, together, those documents constitute the approved construction drawings and specifications. The BJAD-P representation in the paragraph above is premised on the principle that Seller has made no substantive changes, including additions or deletions in the

design, construction plans, specifications or materials used from those reviewed and commented on by Wiss-Janney in June 2012. If there are any subsequent changes in the design, construction plans or materials used, those plans have not been submitted to BJAD-P for approval, and subsequent approval will be required.

In the event that BJAD-P desires construction alternatives to minimize future maintenance costs, BJAD-P shall notify Seller. If Seller determines that such alternative(s) causes a substantial increase in the costs of construction, Seller shall notify BJAD-P in writing of the amount of such substantial increase. BJAD-P shall notify Seller in writing whether to proceed with the construction alternative(s) that cause a substantial increase in the cost of construction. In the event that BJAD-P requires the construction drawings or specifications to be amended to include such alternative(s) as a condition of BJAD-P's approval of the construction drawings and specifications, BJAD-P shall pay the substantial cost difference to the Seller prior to construction.

Seller shall permit BJAD-P access to the Parking Structure during construction for the purpose of determining the quality of construction, compliance with all applicable codes approved construction drawings and specifications, and the requirements of this Agreement. Such inspections shall occur during normal business hours, with or without notice. Observations, inspections and tests by BJAD-P are for the express purpose of providing quality assurance for the sole benefit of the BJAD-P. Such activities shall not relieve the Seller from its quality control obligations or from its obligations to perform the work strictly in accordance with the requirements of this Agreement and all plans as approved by the City or BJAD-P. Inspections by BJAD-P shall be conducted in a manner to eliminate or minimize to the extent possible any interference with construction activities.

4. Purchase Price: Promissory Note. Seller shall give BJAD-P written notice when the construction of the Parking Structure is within four months of substantial completion. Seller shall convey the GID Parking Unit to BJAD-P and BJAD-P shall purchase the GID Parking Unit from Seller upon the occurrence of either of the following triggering events, which event shall be selected by BJAD-P at its option, upon written notice to Seller: (i) substantial completion of the Parking Structure as evidenced by issuance of a Certificate of Occupancy therefor, or (ii) the construction of the hotel on the Hotel Unit (as defined in the Declaration) having passed sufficient interim building inspections to be within three months of receipt of issuance of a certificate of occupancy for the Hotel Unit from the City. At the closing ("Closing") of such purchase and sale of the District Parking Unit:

- a. Seller and BJAD-P shall equally split all closing costs associated with the Closing;
- b. Seller shall represent and warrant to BJAD-P that, except as disclosed in the Phase I and II Environmental Site Assessment dated September 22, 2004 and prepared by Freedom Environmental Consultants, Inc., to the best of Seller's knowledge (i) neither Seller nor any other person has engaged in or permitted any

operations or activities upon, or any use or occupancy of Depot Square, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any Hazardous Substance (as hereinafter defined) whether legal or illegal, accidental or intentional, on, under, in or about Depot Square, or transported any Hazardous Substance to, from or across Depot Square (ii) nor are any Hazardous Substances presently constructed, stored, deposited or otherwise located upon, under or in Depot Square; (iii) nor have any Hazardous Substances migrated from Depot Square upon or beneath other properties; (iv) nor have any Hazardous Substances migrated from other properties upon or beneath Depot Square during the period Seller has owned Depot Square. For purposes of this Agreement, "Hazardous Substance" shall mean any substance the presence of which requires investigation or remediation under any federal, state or local statute, rule, regulation, ordinance, order or action;

- c. Seller shall deliver a special warranty deed to BJAD-P conveying title to the GID Parking Unit, free and clear of all liens and encumbrances other than (i) real property taxes and assessments for the year of the Closing and subsequent years; (ii) encumbrances existing or created at the time of the closing of the transactions creating the Depot Square planned community that are approved by BJAD-P; (iii) encumbrances made in accordance with the Declaration, and (iv) any matters affecting the title to the GID Parking Unit of record which have been approved by BJAD-P;
- d. BJAD-P shall execute and deliver originals of the original Promissory Note and Deed of Trust to Seller, and the Deed of Trust shall be recorded in the real property records of Boulder County, Colorado. BJAD-P acknowledges that Seller will collaterally assign the Promissory Note and Deed of Trust to Great Western Bank ("Lender") as security (in addition to other collateral) for Seller's loan obligations to Lender, and BJAD-P consents to such assignment.
- e. Real property taxes, if any, shall be prorated as of Closing, based on the most recent assessment and mill levy;
- f. In the event any warranties for construction or repairs of the GID Parking Unit continue after Closing, Seller shall convey the benefit of such warranties to BJAD-P; and
- g. As soon as practicable after the Closing, the title company shall deliver to BJAD-P the owner's title insurance policy for which a title commitment had been issued in form and substance satisfactory to BJAD-P in its reasonable discretion, at BJAD-P's expense.

5. Promissory Note Payments. The first payment under the Promissory Note ("First Note Payment") shall be due within 30 days of completion of all of the following events which are the Note Commencement Events:

- a. A certificate of occupancy is issued by the City of Boulder for the Parking Structure and Residential Unit (as defined in the Declaration) of Depot Square;
- b. BJAD-P has approved any encumbrances against the title of the Parking Structure that were not part of the closing that created the Depot Square planned community, other than the Lender liens and encumbrances against the Parking Structure that were part of such closing, which BJAD-P hereby acknowledges are permitted; and
- c. The construction of the hotel on the Hotel Unit (as defined in the Declaration) of Depot Square has passed sufficient interim building inspections to be within three months of receipt of issuance of a certificate of occupancy for the Hotel Unit from the City.

The remaining six payments under the Promissory Note shall be paid annually on the first anniversary of the date the First Note Payment was made. No interest or late penalty shall be due on any payments under the Promissory Note. In exchange for each Purchase Payment prior to the final payment under the Note, the Seller shall provide BJAD-P a fully executed Partial Release of Deed of Trust in the form attached as Exhibit B and incorporated by reference. The legal description on each Partial Release of Deed of Trust shall describe a portion of the GID Parking Unit containing 14 contiguous parking spaces. Upon payment in full of the Note, Seller shall provide BJAD-P a fully executed Release of Deed of Trust.

6. BJAD-P Rights and Obligations During Promissory Note Term. During the term of the Promissory Note, BJAD-P shall not assign, convey, transfer or encumber all or any portion of the GID Parking Unit, except as permitted in this Agreement and in the Declaration, without the prior written consent of Seller.

7. Event of Default. In the event either party fails or neglects to perform its obligations under this Agreement, and such failure or neglect is not cured within ten days after written notice of such failure or default, the other party may, in addition to any other rights or remedies which such party may have at law or in equity, institute legal action to enforce the provisions of this Agreement by specific performance or injunctive relief. All such rights and remedies shall be considered cumulative and non-exclusive. In the event of default by the Seller, BJAD-P may withhold any Purchase Payment. The submittal of disputes to non-binding mediation shall be a condition precedent to commencing litigation by either party. The following shall be considered events of default of this Agreement by either Seller or BJAD-P:

- a. A petition for bankruptcy is filed related to its affairs;
- b. A general assignment of such party's assets is made for the benefit of such party's creditors, or any of the funds due to such party under this Agreement are assigned for the benefit of such party's creditors; provided that a collateral assignment of the Note and Deed of Trust by Seller to Lender in form attached hereto as Exhibit D shall not be an event of default under this Agreement);

- c. A trustee or receiver is appointed for the Seller, Depot Square, or any of the Seller's property; provided however, in the event the trustee or receiver does not interfere with the use of the Parking Structure and the GID Parking Unit or other uses within Depot Square as contemplated in the Parking Management Agreement, BJAD-P waives its right to withhold any Purchase Payment for so long as such trustee or receiver allows the continued use of Depot Square, the Parking Structure and the GID Parking Unit as contemplated in the Parking Management Agreement;
- d. The Seller breaches any of the conditions of this Agreement;
- e. The Seller disregards any law, ordinance, regulation, rule, or order of any public body having jurisdiction;
- f. The building permit obtained to meet the Conditions Precedent expires or is revoked; and
- g. All of the Note Commencement Events have not occurred before May 31, 2015.

Notwithstanding the foregoing, BJAD-P acknowledges and agrees that prior to Seller's conveyance of the GID Parking Unit to BJAD-P in accordance with this Agreement, Seller shall have the right to encumber the GID Parking Unit with a deed of trust as security for the repayment of the \$ \$1,883,000.00 parking structure construction loan, provided that the Lender's rights thereunder to foreclose upon the GID Parking Unit shall be subject to the terms of this Agreement. The GID Parking Unit shall be released from such deed of trust shall be released prior to Seller's conveyance of the GID Parking Unit in accordance with Section 4 above.

8. Annual Appropriations. BJAD-P's obligation to make the Purchase Payments is subject to annual appropriations in accordance with Colorado law. In the event that BJAD-P does not appropriate funds to make any Purchase Payment and Seller is not in default of this Agreement, BJAD-P shall subdivide the GID Parking Unit in accordance with the Declaration. BJAD-P shall retain ownership of a portion of the subdivided GID Parking Unit ("Retained Parking Unit") containing the percentage number of the 100 parking spaces within the GID Parking Unit (rounded down to the nearest whole number) equal to the percentage of the original Promissory Note balance actually paid to Seller. BJAD-P shall immediately convey to Seller that portion of the GID Parking Unit containing all parking spaces not part of the Retained Parking Unit ("Subdivided Parking Unit" by special warranty deed, free and clear of all liens and encumbrances other than (i) real property taxes and assessments for the year of the Closing and subsequent years; (ii) encumbrances existing or created at Closing; (iii) encumbrances made in accordance with the Declaration, and (iv) any matters affecting the title to the GID Parking Unit of record which have been approved by Seller, and BJAD-P shall retain the Retained Parking Unit. Both the Retained Parking Unit and the Subdivided Parking Unit shall contain only contiguous parking spaces. Concurrently with such conveyance, Seller shall grant to Lender a first deed of trust encumbering the Subdivided Parking Unit to secure the then existing loan

balance owing by Seller to Lender. In the event of non-appropriation, this Agreement shall terminate upon conveyance by BJAD-P to Seller of the Subdivided Parking Unit.

The spaces within the Subdivided Parking Unit owned by Seller shall be Pooled Parking as such term is defined in the Parking Management Agreement and may not be used for any other purpose. Upon conveyance of all or a portion of the Subdivided Parking Unit to an Acceptable Owner to the extent permitted in the Declaration, the size of the Subdivided Parking Unit shall be reduced by the portion conveyed to an Acceptable Owner. Nothing herein shall be construed to allow the Seller to use any portion of the Subdivided Parking Unit for any purpose other than as Pooled Parking as provided in the Parking Management Agreement. This subparagraph regarding use of the Subdivided Parking Unit only as Pooled Parking shall survive termination of this Agreement.

9. Notices. Any notice required by this Agreement shall be in writing, made by hand-delivery or certified mail, return receipt requested, and addressed to the following:

To Seller: 3001 Pearl, LLC
Scott Pedersen, Manager
P.O. Box 328
Boulder, CO 80306

With a copy to: Great Western Bank
c/o Janet Haas
2100 N. Main Street
Longmont, CO 80521

To BJAD-P: City Manager and BJAD District Manager
City of Boulder
Boulder Municipal Building
P.O. Box 791
Boulder, Colorado 80306

Notice given by hand-delivery shall be effective immediately and notice by mail shall be effective three days after it is deposited in the United States mail depository correctly addressed with sufficient postage for delivery.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination or Closing shall survive the same.

11. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

12. Severability. If any part of this Agreement is found, decreed or held to be void or unenforceable, such finding, decree or holding shall not affect the other remaining provisions of this Agreement which shall remain in full force and effect.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one agreement.

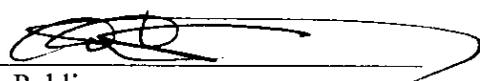
IN WITNESS WHEREOF, Seller and BJAD-P have executed this Agreement on the dates set forth in their respective acknowledgments intending that this Agreement be effective as of the day and year first above set forth.

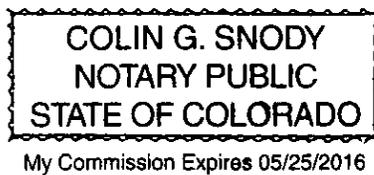
SELLER:
3001 PEARL, LLC

By: 
Scott Pedersen, Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

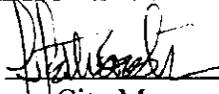
The foregoing instrument was acknowledged before me this 26th day of July, 2013, by Scott Pedersen, as Manager of 3001 Pearl, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 5/25/2016

Notary Public



BJAD-P:

**BOULDER JUNCTION AREA GENERAL
IMPROVEMENT DISTRICT – PARKING**

By  _____
City Manager as General Manager
of BJAD-P

ATTEST:

By  _____
City Clerk

APPROVED AS TO FORM:

 _____
City Attorney 7-17-2013

EXHIBITS

- Exhibit A – form of Deed of Trust
- Exhibit B – form of Partial Release of Deed of Trust
- Exhibit C – form of Promissory Note
- Exhibit D - Collateral Assignment of Note and Deed of Trust

Exhibit A
Deed of Trust

WHEN RECORDED MAIL TO:
3001 Pearl, LLC
PO Box 328
Boulder, CO 80306

SPACE ABOVE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the ____ day of July, 2013 among the grantor, Boulder Junction Access General Improvement District – Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder ("Borrower"), the Public Trustee of Boulder County ("Trustee"), and the beneficiary, 3001 Pearl, LLC, a Colorado limited liability company, ("Lender") which is organized and existing under the laws of Colorado, and whose address is PO Box 328, Boulder, Colorado, 80306. Borrower owes Lender the principal sum of Two Million Six Hundred Six Thousand Six Hundred Thirty Three and No/100 Dollars (U.S \$2,606,633). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), due and payable as described therein. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with all renewals, extensions and modifications of the Note mutually agreed upon by Borrower and Lender; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Boulder County, Colorado:

PSU-A, Depot Square Planned Community, according to the Community Declaration thereof recorded on July ____, 2013, at Reception No. _____ ("Declaration"), and the Community Map thereof recorded on July ____, 2013, at Reception No. ____ in the records of the Clerk and Recorder of the County of Boulder, State of Colorado

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property" or the "GID Parking Unit."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Lender hereby acknowledges and agrees that this Security Instrument shall be subordinate to any and all deeds of trust, security instruments or loan documents executed by Borrower in connection with the Property, and Lender agrees to execute, within five (5) business days after written request therefor, such documentation as Borrower or Borrower's other lenders may determine reasonably necessary to evidence such subordination.

All capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Depot Square Parking Purchase Agreement (GID Parking Unit) dated July ____, 2013.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note.

2. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Upon request by Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth in this paragraph 2 within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property self-insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall choose the insurance subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument whether or not then due. The 30-day period will begin when the notice is given. If under paragraph 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or

regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at ten (10%) annually and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Borrower Not Released by Lender Forbearance. Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

9. [intentionally deleted]

10. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower at BJAD District Manager, City of Boulder, Boulder Municipal Building, P.O. Box 791, Boulder, Colorado 80306 or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

11. Governing Law; Severability. Federal law and the law of the jurisdiction in which the Property is located shall govern this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note, which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

12. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

13. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is hereafter sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may enforce the remedy set forth in Section 16 below, at its option. However, Lender shall not exercise this option if federal law as of the date of this Security Instrument prohibits exercise.

14. [intentionally deleted]

15. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 15, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 15, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

16. Sole Remedy. If Borrower fails to make any payment due under the Note, Lender's sole remedy shall be as follows:

Borrower shall subdivide the GID Parking Unit in accordance with the Declaration. Borrower shall retain ownership of a portion of the subdivided GID Parking Unit ("Retained Parking Unit") containing the percentage number of the 100 parking spaces within the GID Parking Unit (rounded down to the nearest whole number) equal to the percentage of the original Note balance actually paid to Lender. Borrower shall immediately convey to Lender that portion of the GID Parking Unit containing all parking spaces not part of the Retained Parking Unit ("Subdivided Parking Unit") by special warranty deed, free and clear of all liens and encumbrances other than (i) real property taxes and assessments for the year of the Closing and subsequent years; (ii) encumbrances existing or created at Closing; (iii) encumbrances made in accordance with the Declaration, and (iv) any matters affecting the title to the GID Parking Unit of record which have been approved by Lender. Both the Retained Parking Unit and the Subdivided Parking Unit shall contain only contiguous parking spaces. Concurrently with such conveyance, Seller shall grant to Lender a first deed of trust encumbering the Subdivided Parking Unit to secure the then existing loan balance owing by Seller to Lender. Any foreclosure by Lender upon the GID Parking Unit shall be subject to the terms of the Depot Square Parking Purchase Agreement (District Parking Unit) dated July __, 2013.

17. Partial and Full Release. In exchange for each payment due under the Note, prior to the final payment thereunder, Lender shall provide Borrower with a fully executed Partial Release of Deed of Trust, the legal description on which shall describe a portion of the GID Parking Unit containing 14 parking spaces. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release his Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

18. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

BORROWER:

BOULDER JUNCTION AREA GENERAL IMPROVEMENT DISTRICT – PARKING

By _____
City Manager as General Manager of BJAD-P

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit B

Partial Release

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

Prepared/Received by:

REQUEST FOR FULL / PARTIAL

RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

<hr/>		Date
<u>Boulder Junction Access General Improvement District – Parking</u>		Original Grantor (Borrower)
<u>P.O. Box 791, Boulder, CO 80306</u>		Current Address of Original Grantor, Assuming Party, or Current Owner
<hr/>		
<input type="checkbox"/>	Check here if current address is unknown	
<hr/>		
<u>3001 Pearl, LLC</u>		Original Beneficiary (Lender)
<hr/>		
<u>July , 2013</u>		Date of Deed of Trust
<hr/>		Date of Recording and/or Re-Recording of Deed of Trust
<u>July , 2013</u>		Recording Information
<hr/>		
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.		

TO THE PUBLIC TRUSTEE OF BOULDER COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)**

A portion of the GID Parking Unit known as Unit PSU-A, Depot Square, according to the Planned Community Map of Depot Square recorded on _____, 2013, under Reception No. _____, and according to the Community Declaration of Depot Square recorded on _____, 2013, under Reception No. _____, in the records of the Clerk and Recorder of Boulder County, State of Colorado, containing fourteen (14) contiguous parking spaces.

3001 Pearl, LLC P.O. Box 328 Boulder, CO 80306

Name and Address of Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Name, Title and Address of Officer, Agent, or Attorney of Current Holder

Signature _____

Signature _____

State of _____, County of _____

The foregoing Request for Release was acknowledged before me on _____ (date) by*

Notary Public

Date Commission Expires

*If applicable, insert title of officer and name of current holder

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current holder of the evidence of debt;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

Date

Date

(Public Trustee Seal)

Public Trustee

Date

Deputy Public Trustee

Public Trustee Seal

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

Exhibit C
Promissory Note

PROMISSORY NOTE

\$2,606,633.00

Boulder Colorado
July __, 2013

All capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Depot Square Parking Purchase Agreement (GID Parking Unit) dated July __, 2013 ("GID Parking Purchase Agreement").

1) **BORROWER'S PROMISE TO PAY**

In return for a loan received, Boulder Junction Access General Improvement District – Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder (the "Borrower") promises to pay Two Million Six Hundred Six Thousand Six Hundred Thirty Three and No/100 Dollars (U.S \$2,606,633) (the "Principal") to the order of 3001 Pearl, LLC, a Colorado limited liability company (the "Lender"). Borrower understands that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2) **PAYMENT**

Borrower will pay the Principal in seven annual payments of \$372,376 each, commencing within ten days of the last Note Commencement Event as described in that certain Depot Square Parking Purchase Agreement of even date herewith ("GID Parking Purchase Agreement"), and for six years thereafter on the first anniversary date of such first payment (the date of such seventh payment shall be the "Maturity Date"). Borrower will make each payment to Lender at PO Box 328, Boulder, CO 80306.

3) **PREPAYMENT**

Borrower may prepay any amounts due hereunder at any time without penalty.

4) **SECURITY; BORROWER'S FAILURE TO PAY AS REQUIRED**

This Note is secured by a Deed of Trust ("Deed of Trust") of even date herewith, encumbering certain real property located in Boulder County, Colorado, defined in the GID Parking Purchase Agreement as the GID Parking Unit. If Borrower fails to make any payment due hereunder, Note Holder's sole remedy shall be as follows:

BJAD-P shall subdivide the GID Parking Unit in accordance with the Declaration. Borrower shall retain ownership of a portion of the subdivided GID Parking Unit ("Retained Parking Unit") containing the percentage number of the 100 parking spaces within the GID Parking Unit (rounded down to the nearest whole number) equal to the percentage of the original Note balance actually paid to Note Holder. Borrower shall immediately convey to Note Holder that portion of the GID Parking Unit containing all parking spaces not part of the Retained Parking Unit ("Subdivided Parking Unit") by special warranty deed, free and clear of all liens and encumbrances other than (i) real property taxes and assessments for the year of the Closing and subsequent years; (ii) encumbrances existing or created at Closing; (iii) encumbrances made in accordance with the Declaration, and (iv) any matters affecting the title to the GID Parking Unit of record which have been approved by Note Holder. Concurrently with such conveyance, Seller shall grant to Lender a first deed of trust encumbering the Subdivided Parking Unit to secure the then existing loan balance owing by Seller to Lender. Any foreclosure by Lender upon the GID Parking Unit shall be subject to the terms of the Depot Square Parking Purchase Agreement (District Parking Unit) dated July ___, 2013.

5) GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at BJAD District Manager, City of Boulder, Boulder Municipal Building, P.O. Box 791, Boulder, Colorado 80306 or at a different address if Borrower gives the Note Holder a notice of such different address. Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 2 above or at a different address if Note Holder is given a notice of that different address.

6) WAIVERS

Borrower, and any other person who has obligations under this Note, waives the rights of presentment and notice of dishonor. 'Presentment' means the right to require the Note Holder to demand payment of amounts due. 'Notice of dishonor' means that right to require the Note Holder to give notice to other persons that amounts due have not been paid.

7) GOVERNING LAW; JURY TRIAL

This Note is made and entered into in the State of Colorado, and all questions concerning the construction, validity and interpretation of this Note and the performance of the obligations imposed by this Note shall be governed by the substantive laws and procedural rules of the State of Colorado. BORROWER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY.

BORROWER:

**BOULDER JUNCTION AREA GENERAL
IMPROVEMENT DISTRICT – PARKING**

By _____
City Manager as General Manager
of BJAD-P

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit D
Collateral Assignment of Note and Deed of Trust

EXHIBIT D

COMMERCIAL PLEDGE AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,463,099.00	04-29-2013	04-29-2014				***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: 3001 Pearl, LLC, a Colorado Limited Liability Company
P.O. Box 328
Boulder, CO 80306

Lender: GREAT WESTERN BANK
Longmont Harvest Junction
25 E. Ken Pratt Blvd.
Longmont, CO 80501

THIS COMMERCIAL PLEDGE AGREEMENT dated April 29, 2013, is made and executed between 3001 Pearl, LLC, a Colorado Limited Liability Company ("Grantor") and GREAT WESTERN BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means Grantor's present and future rights, title and interest in and to the following described investment property, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof, and further together with all Income and Proceeds as described herein:

A Promissory Note dated XXXXXX in the original principal amount of \$2,606,633.00 from Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder ("Maker") to 3001 Pearl, LLC, a Colorado Limited Liability Company ("Payee"); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and separate proceeds)

A Deed of Trust dated XXXXXX from Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder to 3001 Pearl, LLC, a Colorado Limited Liability Company

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. Grantor represents, and warrants to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement.

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein.

No Further Assignment. Grantor has not, and shall not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of promissory notes or other instruments, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreements shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

No Defaults. There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform each of the covenants, conditions, covenants and agreements, if any, contained in the Collateral which are to be performed by Grantor.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Financing Statements. Grantor warrants Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or where Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. Lender may hold the Collateral until all Indebtedness has been paid and satisfied. The Lender may deliver the Collateral to Grantor or to any other owner of the Collateral. Lender shall have the following rights in addition to all other rights Lender may have by law:

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including paying of any liens or claims against the Collateral. This may include such things as hiring other people, such as attorneys, appraisers or other experts. Lender may charge Grantor for any cost incurred in so doing. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used.

Income and Proceeds from the Collateral. Lender may receive all Income and Proceeds and add it to the Collateral. Grantor agrees to deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to Grantor or for Grantor's account, whether as an addition to, in discharge of, in substitution of, or in exchange for any of the Collateral.

Application of Cash. At Lender's option, Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds or through liquidation, sale, or retirement, of the Collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured.

Transactions with Others. Lender may (1) extend time for payment or other performance, (2) grant a renewal or change in terms or conditions, or (3) compromise, compound or release any obligation, with any one or more Obligors, or Guarantors of the Indebtedness as Lender deems advisable, without obtaining the prior written consent of Grantor, and no such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

All Collateral Secures Indebtedness. All Collateral shall be security for the Indebtedness, whether the Collateral is located at one or more offices or branches of Lender. This will be the case whether or not the office or branch where Grantor obtained Grantor's loan knows about the Collateral or relies upon the Collateral as security.

Collection of Collateral. Lender at Lender's option may, but need not, collect the Income and Proceeds directly from the Obligors. Grantor authorizes and directs the Obligors, if Lender decides to collect the Income and Proceeds, to pay and deliver to Lender all Income and

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

EXHIBIT D

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Proceeds from the Collateral and to accept Lender's receipt for the payments.

Power of Attorney. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full power of substitution, (a) to demand, collect, receive, receipt for, sue and recover all income and Proceeds and other sums of money and other property which may now or hereafter become due, owing or payable from the Obligors in accordance with the terms of the Collateral; (b) to execute, sign and endorse any and all instruments, receipts, checks, drafts and warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, execute and deliver Grantor's release and acquittance for Grantor; (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in Lender's own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable; and (e) to execute in Grantor's name and to deliver to the Obligors on Grantor's behalf, at the time and in the manner specified by the Collateral, any necessary instruments or documents.

Perfection of Security Interest. Upon Lender's request, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used. Upon Lender's request, Grantor will sign and deliver any writings necessary to perfect Lender's security interest. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of the Collateral in Lender's possession, but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility for (A) any depreciation in value of the Collateral or for the collection or protection of any income and Proceeds from the Collateral, (B) preservation of rights against parties to the Collateral or against third parties, (C) ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Collateral, or (D) informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters. Except as provided above, Lender shall have no liability for depreciation or deterioration of the Collateral.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement.

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or supplied to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor, (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Grantor files Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or Grantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any surety of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Declare all indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Collect the Collateral. Collect any of the Collateral and, at Lender's option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the indebtedness.

Sell the Collateral. Sell the Collateral, at Lender's discretion, as a unit or in parcels, at one or more public or private sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, and other persons as required by law, notice at least ten (10) days in advance of the time and place of any public sale, or of the time after which any private sale may be made. However, no notice need be provided to any person who, after an Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. Grantor agrees that any requirement of reasonable notice as to Grantor is satisfied if Lender mails notice by ordinary mail addressed to Grantor at the last address Grantor has given Lender in writing. If a public sale is held, there shall be sufficient compliance with all requirements of notice to the public by a single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time and place of sale and a brief description of the property to be sold. Lender may be a purchaser at any public sale.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state securities laws. If, because of restrictions under such laws, Lender is unable, or believes Lender is unable, to sell the securities in an open market transaction, Grantor agrees that Lender will have no obligation to delay sale until the securities can be registered. Then Lender may make a private sale to one or more persons or to a restricted group of persons, even though such sale may result in a price that is less favorable than might be obtained in an open market transaction. Such a sale will be considered commercially reasonable. If any securities held as Collateral are "restricted securities" as defined in the Rules of the Securities and Exchange Commission (such as Regulation D or Rule 144) or the rules of state securities departments under state "Blue Sky" laws, or if Grantor or any other owner of the Collateral is an affiliate of the issuer of the securities, Grantor agrees that neither Grantor, nor any member of Grantor's family, nor any other person signing this Agreement will sell or dispose of any securities of such issuer without obtaining Lender's prior written consent.

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral.

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

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Transfer Title. Effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection or sale of the Collateral, to reimbursement of any expenses, including any costs for registration of securities, commissions incurred in connection with a sale, attorneys' fees and court costs, whether or not there is a lawsuit and including any fees on appeal, incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the indebtedness of Grantor to Lender, with any excess funds to be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Collateral to the indebtedness.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's reasonable costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Boulder County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No oral waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law) when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. This is otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of foreclosure or otherwise without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS: The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Pledge Agreement, as this Commercial Pledge Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Pledge Agreement from time to time.

Borrower. The word "Borrower" means 3001 Pearl, LLC, a Colorado Limited Liability Company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means 3001 Pearl, LLC, a Colorado Limited Liability Company.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Income and Proceeds. The words "Income and Proceeds" mean all present and future income, proceeds, earnings, increases, and substitutions from or for the Collateral of every kind and nature, including without limitation all payments, interest, profits, distributions, benefits, rights, options, warrants, dividends, stock dividends, stock splits, stock rights, regulatory dividends, subscriptions, monies, claims for money due and to become due, proceeds of any insurance on the Collateral, shares of stock of different par value or no par value issued in substitution or exchange for shares included in the Collateral, and all other property Grantor is entitled to receive on account of such Collateral, including accounts, documents, instruments, chattel paper, investment property, and general intangibles.

Indebtedness. The word "indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means GREAT WESTERN BANK, its successors and assigns.

Note. The word "Note" means the Note dated April 29, 2013 and executed by 3001 Pearl, LLC, a Colorado Limited Liability Company in

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

EXHIBIT D

Page 4

the principal amount of \$5,463,099.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Obligor. The word "Obligor" means without limitation any and all persons obligated to pay money or to perform some other act under the Collateral.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL PLEDGE AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 29, 2013.

GRANTOR:

3001 PEARL, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____
Authorized Signer for 3001 Pearl, LLC, a Colorado
Limited Liability Company

By: _____
Authorized Signer for 3001 Pearl, LLC, a Colorado
Limited Liability Company

LENDER:

GREAT WESTERN BANK

By: _____
Authorized Officer

EXHIBIT D

RECORDATION REQUESTED BY:
GREAT WESTERN BANK
Longmont Harvest Junction
25 E. Ken Pratt Blvd.
Longmont, CO 80501

WHEN RECORDED MAIL TO:
GREAT WESTERN BANK
Longmont Harvest Junction
25 E. Ken Pratt Blvd.
Longmont, CO 80501

SEND TAX NOTICES TO:
GREAT WESTERN BANK
Longmont Harvest Junction
25 E. Ken Pratt Blvd.
Longmont, CO 80501

FOR RECORDER'S USE ONLY

ASSIGNMENT OF DEED OF TRUST



THIS ASSIGNMENT OF DEED OF TRUST dated April 29, 2013, is made and executed between Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder, whose address is _____, (referred to below as "Assigner") and GREAT WESTERN BANK, whose address is 25 E. Ken Pratt Blvd., Longmont, CO 80501 (referred to below as "Assignee").

DEED OF TRUST. Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder, the Grantor, executed and granted to Boulder County Public Trustee, as Trustee, for the benefit of 3001 Pearl, LLC, a Colorado Limited Liability Company, the Beneficiary, the following described Deed of Trust dated April 29, 2013 (the "Deed of Trust") which has been recorded in Boulder County, State of Colorado, as follows:

Recorded on _____ in the County of Boulder with record or Reception Number _____.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Boulder County, State of Colorado:

XX

The Real Property or its address is commonly known as: XXXXXXXXXXXX, Boulder, CO xxxxx.

ASSIGNMENT OF DEED OF TRUST. For his/her consideration, Assigner hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other debt instruments) secured by the Deed of Trust.

ASSIGNOR:

BOULDER JUNCTION ACCESS GENERAL IMPROVEMENT DISTRICT - PARKING, A GENERAL IMPROVEMENT DISTRICT UNDER THE LAWS OF THE STATE OF COLORADO AND THE CHARTER OF THE CITY OF BOULDER

By: _____
Assigner for Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder

By: _____
Assigner for Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder

EXHIBIT D

ASSIGNMENT OF DEED OF TRUST
(Continued)

Page 2

GOVERNMENT ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared _____

and known to me to be (an) authorized agent(s) of the governmental entity that executed the Assignment of Deed of Trust and
acknowledged the Assignment to be the free and voluntary act and deed of the governmental entity, by authority of its enabling laws
or by resolution of its governing body, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are
authorized to execute this Assignment and in fact executed the Assignment on behalf of the governmental entity.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

EXHIBIT D

Number: _____



COLLATERAL RECEIPT

Principal \$5,463,099.00	Loan Date 04-29-2013	Maturity 04-29-2014	Loan No	Call / Coll	Account	Officer ***	Initials
-----------------------------	-------------------------	------------------------	---------	-------------	---------	----------------	----------

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: 3001 Pearl, LLC, a Colorado Limited Liability Company
P.O. Box 328
Boulder, CO 80306

Lender: GREAT WESTERN BANK
Longmont Harvest Junction
25 E. Ken Pratt Blvd.
Longmont, CO 80501

Description of Collateral	Custody Control Signatures	Date Released
A Promissory Note dated XXXXXXX in the original principal amount of \$2,606,633.00 from Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder ("Maker") to 3001 Pearl, LLC, a Colorado Limited Liability Company ("Payee"); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds)		
A Deed of Trust dated XXXXXXX from Boulder Junction Access General Improvement District - Parking, a general improvement district under the laws of the State of Colorado and the Charter of the City of Boulder to 3001 Pearl, LLC, a Colorado Limited Liability Company		

Initial Delivery Acknowledgment:

Grantor: _____
(Grantor's Signature)

GREAT WESTERN BANK
By: _____
(Authorized Officer)

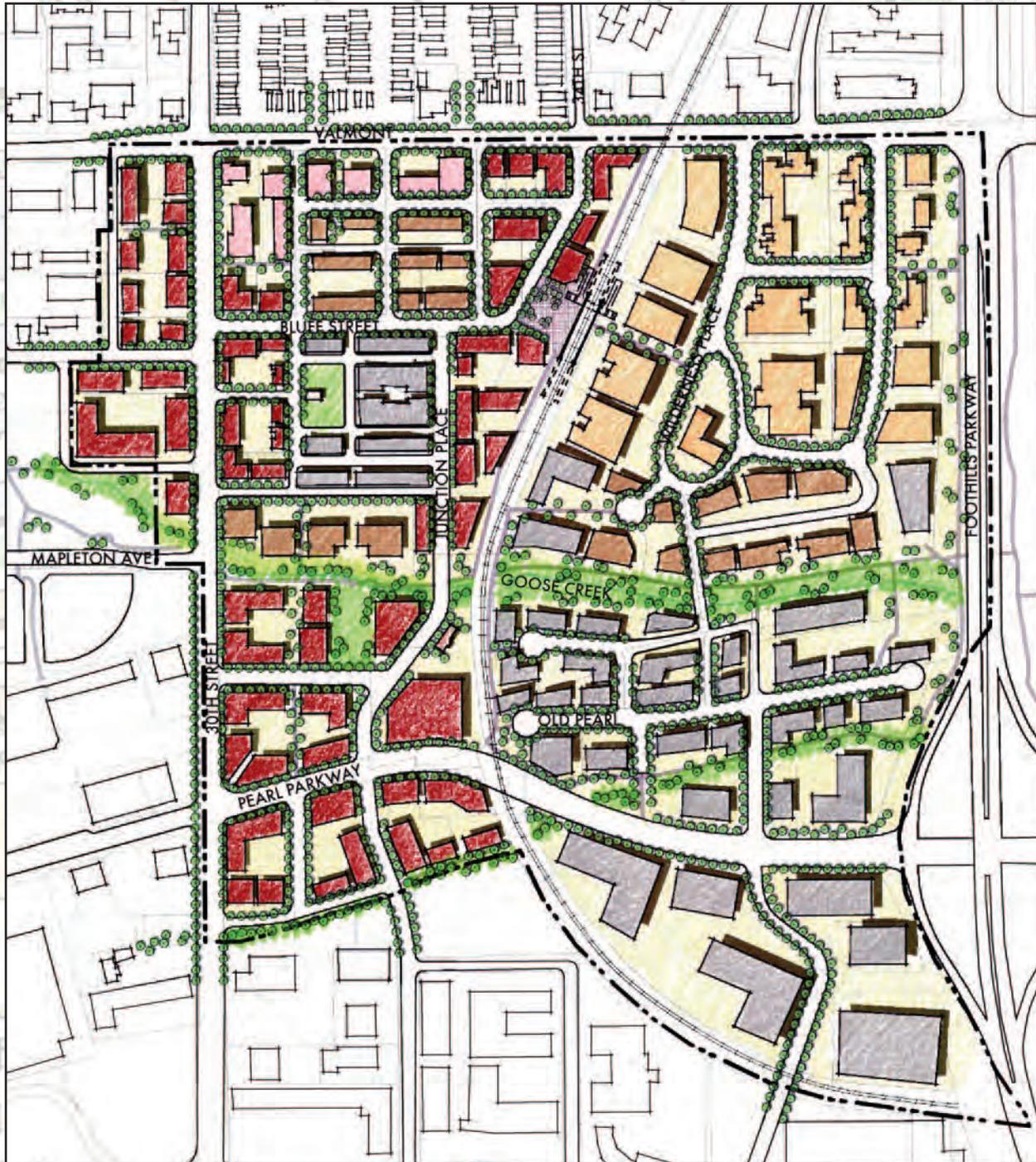
Return Receipt Acknowledgment:

Grantor acknowledges the receipt of all collateral, including all unmatured coupons, if any.

X _____
(Grantor's Signature)

Instructions for Returning Collateral and Disposition of Coupons: _____

Transit Village Area Plan



September 2007

Revised August 2010



Acknowledgments

Creating this plan has been a collaborative effort, made possible through the dedicated efforts of the following groups and individuals.

City Council members

Mark Ruzzin, Mayor
Suzy Ageton, Deputy Mayor
Robin Bohannon
Tom Eldridge
Crystal Gray
Shaun McGrath
Richard Polk
Andy Schulteiss
Jack Stoakes
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Elise Jones, Chair
William Holicky
Willa Johnson
Simon Mole
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Adrian Sopher
John Spitzer
Richard Sosa

Transportation Advisory Board members

Lynn Guissing, Chair
Michael Deragisch
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Krista Nordback
Jim Rettew
Myriah Sullivan Conroy

Parks and Recreation Advisory Board members

Stu Stuller, Chair
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Joel Davidow
Frances Hartogh
Chad Julian
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Avant Ramsey, Planning Department
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EDAW
OZ Architecture
Shapins Associates
Strategic Economics
Studio Terra
UrbanTrans
Van Meter Williams Pollack
Wolff-Lyon Architects

Thanks also to all of the other city staff, board members, and many members of the Boulder community who gave their invaluable time and input to help develop this plan.

The drawing on the cover is a general characterization of the land use and transportation network concepts contained in the plan. It is intended to illustrate how those concepts could hypothetically come together, not to prescribe exact locations or sizes of future buildings, streets, the park, plaza or other public facilities. The actual physical form of the area will evolve over 15 years or more and will not look like this illustration.



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Introduction

Purpose of the Plan

This plan describes the city’s vision for the future of the 160-acre Transit Village area and will guide long-term development of the area. The plan vision will be carried out by the city, private property owners and the Regional Transportation District (RTD). The Implementation Plan, a companion document to this plan, identifies specific actions the city will take in the coming years to advance the plan’s goals and objectives.

Area Context



What is an Area Plan?
 Area plans bridge the gap between the broad community goals established in the Boulder Valley Comprehensive Plan and the detailed city review of individual development projects and capital improvements. An area plan outlines the desired future development of an area – its character and scale, the land uses, and the location of streets, paths, parking, public spaces and public facilities. It also outlines how that desired future will be achieved.

The 160-acre Transit Village area is located in the geographic center of the community and is close to Twenty Ninth Street, a major shopping and entertainment destination. Pearl Street connects the area to Downtown. The Goose Creek Greenway provides excellent off-street bicycle and pedestrian access to and through the area. Valmont Park, Mapleton Ballfields and the East Boulder office and industrial area, one of the city’s largest employment centers, are easily accessible via the Greenway. Established neighborhoods are located north of the area.



Transit-oriented development means high-density, mixed-use development centered around a major transit stop.

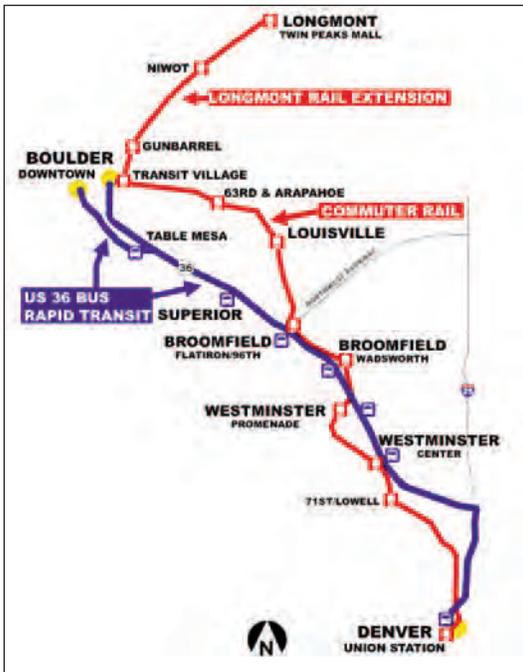
Why Create a Transit Village Area Plan?

The city creates area plans where change is expected in the near future. Area planning provides an opportunity for the community to evaluate and shape its expectations and goals for the area in anticipation of that change. It helps ensure that when redevelopment occurs, property owners can design their projects to be consistent with the vision for the area. It also helps ensure that public improvements will be in place to support the new development and advance city goals.

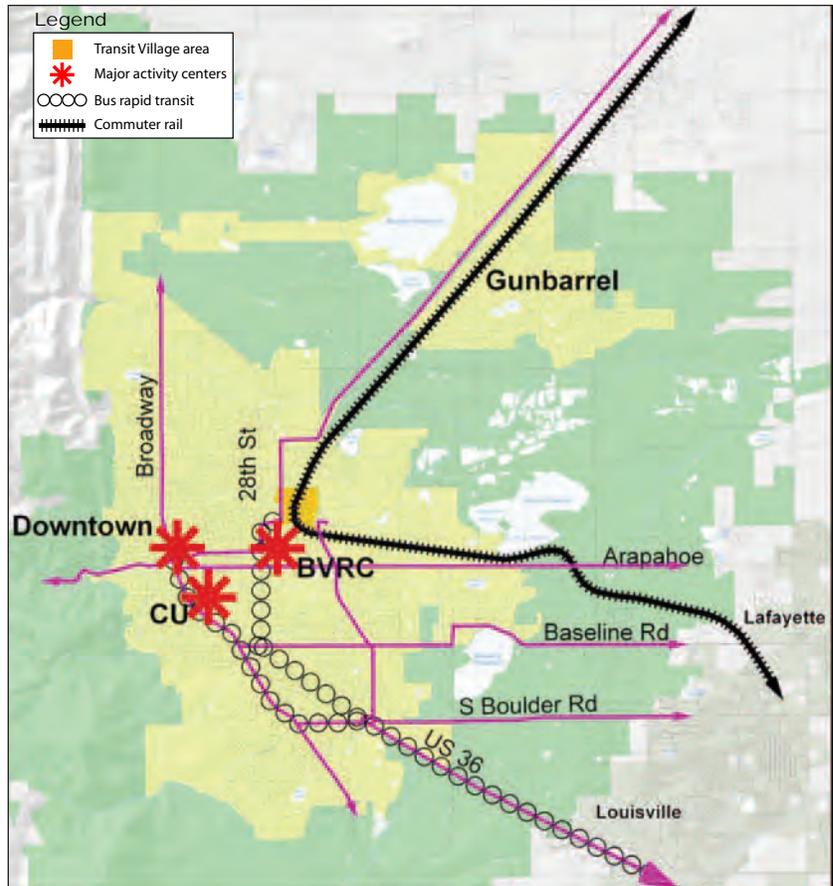
The Transit Village area will undergo tremendous change over the next 25 years, largely due to the following factors:

- RTD will develop new transit facilities and services in the area:
 - a bus facility near Pearl Parkway and 30th Street, with bus rapid transit (BRT) to Denver along U.S. 36 and enhanced local bus service
 - a rail stop at the end of Bluff Street for commuter rail service to Denver and Longmont on existing railroad tracks currently used for freight.
- A new neighborhood will be developed on land owned by the city near the Pearl and 30th intersection. This transit-oriented, mixed-use neighborhood will be predominantly residential, with much of the housing affordable to lower and middle incomes. It also will include retail and office space.
- The site of the former Crossroads Mall has been revitalized recently as a community destination for shopping and entertainment. Twenty Ninth Street will continue to bring more people and activity to the area and is expected to stimulate redevelopment of nearby properties.

Future Regional Transit



The Transit Village area will become a hub for new regional bus rapid transit and commuter rail services. Early in the Transit Village area planning process, Urban Land Institute (ULI) panel members described this as the second-most transit-rich location in the metro area -- after Union Station in downtown Denver.





How the Plan Will Be Used

This plan is intended for use by the public, business and property owners, city officials and staff, and RTD. It provides the community with an idea of what to expect in the future in the Transit Village area and will guide decisions about private development, and public facilities and services in the area. The plan will also inform planning efforts elsewhere in the city. Over time, the plan will become an important “snapshot in time,” and provide a record of the intent behind policy decisions and regulatory changes that are made subsequent to plan adoption.

The Land Use Plan will be used as the basis for future land use map changes in the Boulder Valley Comprehensive Plan (BVCP), as well as the basis for rezoning. The Transportation Connections Plan will be used to guide future right-of-way acquisitions and capital improvement planning, as well as to preserve right-of-way corridors for future road dedication and construction. The Guidelines for Character Districts and Streetscapes will be used in the Site Review Process to help determine whether a project meets Site Review criteria.

The Implementation Plan (separate document) will guide future actions by the city to implement the plan, including: amending existing regulations and the BVCP land use map; establishing phasing and city funding for key public improvements; planning capital improvement projects; and enacting the Transportation Demand Management Program.

Planning Horizon and Plan Amendment Process

The pace of area redevelopment will be determined by if and when private property owners voluntarily choose to redevelop their properties, as well as by the schedule for development of the city housing/ RTD site. A study by Economic and Planning Systems, the economic consultant for the area planning process, forecasts a 25 to 30 year timeframe for the area to substantially redevelop. The planning horizon for the first phase of redevelopment, generally west of the railroad tracks, is 10 to 15 years, and the planning horizon for the second phase, generally east of the tracks, is 15 years and beyond.

Area plans are monitored annually through the Capital Improvements Program (CIP) and the BVCP Action Plan and updated as needed. Plan amendments will be reviewed and approved by the City Council and Planning Board. The process for amending specific connections is described in Chapter 4: Transportation Connections.

Planning Hierarchy



Area plans are guided by BVCP policies and in turn provide guidance for development standards and zoning and for future capital investments by the city.

Phase 1



Phase 2



The area west of 30th Street may be moved from Phase 2 to Phase 1, based on financial feasibility, as described in the Implementation Plan.



Chapter 1: Vision, Goals and Objectives

A Neighborhood and a Destination

The Transit Village area will evolve into a lively, mixed-use, pedestrian-oriented place where people will live, work, shop and access regional transit. It will become a new neighborhood as well as an attractive destination for the larger city, with regional transit and public spaces that will benefit the entire Boulder community.

The new bus and rail services will take Boulder residents to the Denver metro area for jobs and entertainment and to the airport, and likewise will bring people from the metro area to Boulder. New housing in the Transit Village area will provide the opportunity for people to live close to jobs, services, entertainment, transit, bikeways, a new park and a civic plaza. The area may become a desirable place to live for people employed in Boulder, people seeking affordable housing, seniors, and anyone who wants to reduce or eliminate automobile use.

Urban Character

The area's present low-density, automobile-oriented environment will gradually transform into a higher-density, more urban environment. Most new buildings will range in height from two to four stories, and many will have a mixture of different uses. Variety in building styles and sizes is preferred and will most likely occur if properties are developed individually, rather than assembled. Much of the new parking will be in structures, underground or tucked under the first floor of buildings. This will create a more attractive streetscape and pleasant pedestrian environment. A fine-grained transportation network, including new streets, alleys and paths, will be built as redevelopment occurs.

Alternative Transportation

To reduce the traffic impacts of higher-density development and capitalize on the new transit services, the city will work with property owners and businesses to institute a comprehensive Transportation Demand Management (TDM) program for the area. Similar to the Downtown and the University of Colorado campus today, program incentives and managed, paid parking will encourage area residents, employees and shoppers to choose transit, walking, bicycling, ride-sharing and telecommuting over driving. The TDM program, combined with improved transit services, better pedestrian and bicycle facilities, and a more pedestrian-oriented environment, will make it easy and inviting to get to and around the area without a car. This will enable residents and workers to reduce their household transportation costs.

Diverse Housing

New development in the area is expected to be predominately residential, both as stand-alone residential development and as mixed-use development. New housing will provide an opportunity for workers who currently commute into Boulder to live in Boulder. Approximately 1,400 to 2,400 new residential units will be built, adding 2,800 to 5,000 residents

Vision

At the outset of the Transit Village area planning process, the City Council and Planning Board adopted the following vision to provide direction for the development of the plan.

The Transit Village area will be:

- A lively and engaging place with a diversity of uses, including employment, retail, arts and entertainment, with housing that serves a diversity of ages, incomes, and ethnicities.
- A place that is not overly planned, with a "charming chaos" that exhibits a variety of building sizes, styles, and densities where not everything looks the same.
- A place with both city-wide and neighborhood-scale public spaces.
- A place that attracts and engages a broad spectrum of the community, not just people who live and work here or come to access the transit in the area.
- A place that emphasizes and provides for alternative energy, sustainability, walking, biking and possible car-free areas, e.g. "eco-village."



The vision for the area is a lively, pedestrian-oriented place.



“Growing overall demand for transit-oriented development is a reflection of converging demographic trends, as well as changing housing preferences. The types of households that tend to seek out transit-oriented development -- singles, couples without children, the elderly and low-income minority households -- also are the types of households that are projected to grow the most in the Denver region over the next 25 years. Consumers are choosing smaller, more compact housing in neighborhoods where shops and services are within walking distance and where high-quality transit service is a viable alternative to driving.”

- Dena Belzer, President of Strategic Economics



Neighborhood retail with cafe seating creates a rich streetscape.

and creating a new neighborhood. (Prior to the area plan, an additional 300 housing units and 600 new residents were projected. See Appendix 5 for more information.) Homes will be offered in a range of sizes and prices to appeal to a range of lifestyles, ages, ethnicities and abilities. In order to promote a diverse Transit Village area population and help achieve the city’s overall housing goals, the city will offer an incentive for developers in select zones to provide more permanently affordable housing than required. Land that the city owns in the southwest corner of the area will be developed with a higher percentage of affordable housing. All housing will be within walking or biking distance of the regional bus or commuter rail service. The combination of affordable housing and lower-cost transportation options may create a more economically diverse population in the area. It also may support a more diverse employment base for the city, as more Boulder service workers may be able to reside in the Transit Village area.

New Retail and Jobs

Area retail will serve both community-wide and neighborhood needs. The most likely location for larger stores and retailers is along 30th Street and near the 30th and Pearl streets intersection. They would complement the stores located at Twenty Ninth Street. Neighborhood-serving retailers will tend to be in more interior, but also highly visible locations, and will be interwoven with new housing and offices.

New office and industrial space will be developed throughout the area, creating approximately 2,900 to 4,300 new jobs, depending on the density and type of space actually built in the mixed-use zones. (Prior to the area plan, 2,900 additional jobs were projected.) Workers will be well-positioned to access these jobs using the new regional transit services, bike facilities and local buses that will circulate frequently through the area.

The existing Service Commercial and Service Industrial uses (for example, automobile repair and services, personal services and small-scale manufacturing) currently distinguish this part of the city and serve essential, everyday needs of residents and businesses throughout the city. Since these uses will likely be displaced in much of the area as higher density redevelopment elevates land prices and lease rates, the plan identifies some areas where zoning would seek to preserve these uses.

Inviting Public Spaces

The city will strive to design public spaces to appeal to a broad spectrum of the population. A new civic plaza will be located near the rail stop at the end of Bluff Street, and it will be visited and enjoyed by the entire Boulder community. A new pocket park south of Goose Creek on the west side of the railroad tracks will primarily serve residents and employees in this area. The historic Union Pacific/ Boulder Jaycees train depot will be relocated from Crossroad Commons to the Transit Village area and become a unique community attraction.

A new north-south street will connect the bus facility with the rail platform and plaza and serve as a spine for the area. Junction Place will be designed primarily for pedestrians, bicyclists and transit users, and have a special, amenity-rich character. Both the Goose Creek Greenway and a new multi-use path along North Boulder Farmer’s Ditch will provide key, off-street, grade-separated pedestrian/ bicycle access to and through the area.



A mixed-use development in Seattle takes advantage of an adjacent creek path.



Plan Goals & Objectives

At the outset of the Transit Village area planning process, the City Council and Planning Board adopted the following goals and objectives to provide direction for the development of the plan.

1. Create a well-used and well-loved, pedestrian-oriented place of enduring value that serves all of Boulder, by including:

- a. Places with special character that signal that you are in Boulder and not just “Anywhere, USA” and that are exciting enough to draw people from the larger area—not just the people who will be here to use transit.
- b. A mixture of uses, including housing, to enliven the area.
- c. Sufficient amount of housing to create neighborhoods
- d. Engaging, convenient and safe pedestrian and bike connections within the area, to surrounding neighborhoods, and to key nearby destinations such as downtown, Twenty Ninth Street, the university, Valmont Park and other employment centers.
- e. Active, walkable streets in a fine-grain grid pattern in the hub area, major multimodal connections within the larger boundary area, and connections from the larger area to adjacent areas and key activity centers.
- f. A variety of community gathering spaces at different scales—from a central focus or “heart” that’s for the community as a whole and connects to the transit functions—to civic spaces that are designed and scaled for neighborhoods within the area.

2. Support diversity through land use and travel options that expand opportunities for employees and residents of differing incomes, ethnicities, ages and abilities by including:

- a. A variety of housing types at a range of prices from market rate to affordable (including housing for very low, low, moderate and middle income households) to meet diverse needs (workforce housing, senior housing, family housing, housing for special populations such as those with disabilities).
- b. Services that support residents, adjacent neighbors and businesses.
- c. Support for the locally owned and minority owned businesses in the area.
- d. Public spaces to celebrate diverse ethnicity.
- e. Space for nonprofit organizations.
- f. Affordable spaces for retail, office and service industrial uses.

3. Enhance economic vitality: Increase economic activity for businesses, increase revenues for the city of Boulder, reduce transportation costs and expand travel options for residents and employees, including:

- a. Neighborhood-serving retail uses, and regional retail uses that complement the large investment of the Twenty Ninth Street project.
- b. Convenient and safe connections to downtown and to Twenty Ninth Street.
- c. Additional office uses in locations close to the future transit facilities and new residential areas.
- d. The development of a realistic plan including implementation techniques for public/ private partnerships.

4. Connect to the natural and built environment:

Create a place that reflects Boulder’s commitment to environmental sustainability and “green” development is integrated with the natural features in the area and connects to the larger city fabric, including:

- a. Innovative “green” energy efficient site planning, architecture and urban design.
- b. An overall stormwater management plan for the area in lieu of property by property stormwater detention.
- c. Connections to existing natural amenities such as the Goose Creek greenway, the Boulder Slough (ditch) and Boulder Creek.
- d. Taking advantage of views and view sheds from key locations.

5. Maximize the community benefit of the transit investment:

Locate homes and employment to maximize access to local and regional bus service, future commuter rail and bus rapid transit, and to allow for a pedestrian-oriented lifestyle, including:

- a. Improving the balance of jobs and housing in the community through new mixed-use neighborhoods in areas close to multiple transit facilities.
- b. Managed parking strategies; reduced parking requirements in the hub; transportation demand management strategies.
- c. Multimodal access and mobility within the area and to the rest of Boulder.
- d. Lively and engaging commuter rail and regional bus locations.

6. Create a plan that will adapt to and be resilient for Boulder’s long-term future, including:

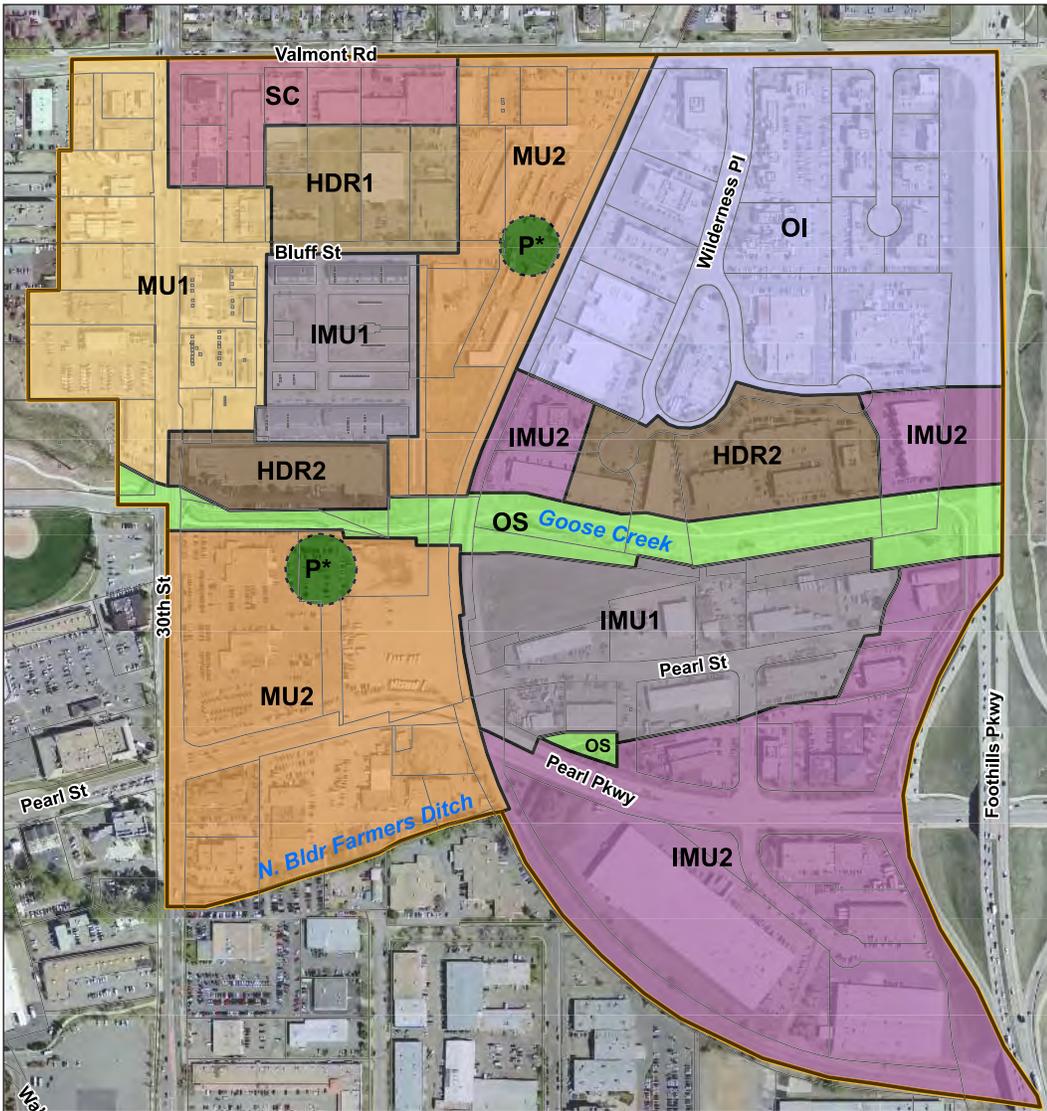
- a. Building in flexibility and allowing for serendipity and changes in use over time.
- b. Providing for increased density in targeted locations.



Chapter 2: Land Use

The Land Use Plan depicts the proposed land uses for the Transit Village area. The Plan will guide changes to the Boulder Valley Comprehensive Plan (BVCP) Land Use Map, the city zoning map, the BVCP land use descriptions and the city land use code. Land use and code changes will be phased in conjunction with public improvements, as described in the Implementation Plan.

Land Use Plan



The Land Use Plan depicts proposed land uses for the area. *The park/plaza land use (dashed circle) is shown conceptually: The exact locations and configurations of the plaza and the pocket park will be determined during plan implementation.

Improving Jobs: Population Balance
 Boulder is a major employment center and has more jobs than housing for people who work here. To reduce the negative impacts of in-commuting and provide more housing for Boulder workers, the city has a policy of seeking opportunities to improve the balance of jobs and housing. The proposed Land Use Plan would transform the Transit Village area from primarily industrial to mixed use with housing, improving the jobs: population balance. (For specific information, see Appendix 5.)

Legend

Plan Land Use	Industrial Mixed Use 1	Service Commercial
High Density Residential 1	Industrial Mixed Use 2	Park / Public Plaza
High Density Residential 2	Mixed Use 1	Greenway / Open Space
Office Industrial	Mixed Use 2	



Each land use is described in the Land Use Prototypes on the next pages.



The prototypes on the next pages show the building forms and uses typically associated with each land use category on the Land Use Plan. They also describe who will likely live and work in each relevant land use.



High-density housing will be supported by inviting public spaces.

Residential

To meet diverse needs and incomes the plan provides for a variety of housing types from urban townhomes to stacked flats to live/work units. Prices will range from affordable to high-end market rate. Affordable housing will be obtained through the city's inclusionary zoning requirements and could result in 300-475 new permanently affordable housing units. Up to half of the homes built on the city housing site will be permanently affordable. In addition, a density bonus will be offered for projects in the Mixed Use-2 and High-Density Residential-2 areas that provide more than the required percentage of affordable housing.

Retail

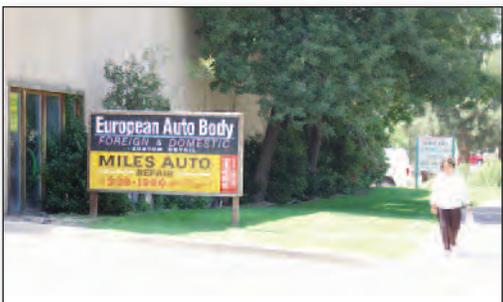
The plan allows for neighborhood-serving retail to be located throughout most of the west side of the railroad tracks and will mainly be located on the first floors of mixed-use buildings. The southwestern portion of the area could incorporate one or two "mid-box" stores of 20,000 to 40,000 square feet each, to serve community-level retail needs.



Service industrial uses meet essential, utilitarian needs for all of Boulder.

Service Commercial and Service Industrial

Over time, redevelopment throughout the area will escalate real estate prices and without city action, would result in the gradual displacement of existing small businesses and relatively affordable commercial space. To reduce this effect, the plan preserves most of the existing Service Commercial zoning along Valmont Road and designates areas east of the railroad tracks Mixed Use Industrial. Today, approximately six acres of the Transit Village area are zoned Service Commercial and 44 acres are zoned Service Industrial. Service Commercial zoning provides for a wide range of community-serving commercial uses, including retail, small manufacturing, and some office uses, and does not allow residential uses. Service Industrial zoning allows repair and service uses, manufacturing, wholesaling, warehousing and distribution uses, and allows residential uses above the ground floor. Both the Service Commercial and Service Industrial zones were designed to restrict certain uses in order to protect uses that serve the community and require lower land costs to survive. The plan retains most of the Service Commercial zoning (approximately five acres). The areas east of the railroad tracks that are currently zoned Service Industrial are designated Mixed Use Industrial-1 (12 acres) and Mixed Use Industrial-2 (23 acres) in the plan. Areas designated Mixed Use Industrial-1 will provide the opportunity to integrate service industrial uses with residential uses at a higher density, similar to the uses in the Steelyards neighborhood west of the tracks. As these areas redevelop, the new industrial space is anticipated to accommodate technical offices, small manufacturers, contractors, and a variety of other service industrial uses. However, mixed-use industrial redevelopment is less likely to include some of the larger types of existing service industrial uses in the area, such as auto-related uses, warehousing, and distribution, which are expected to be replaced over time. The Mixed Use Industrial-2 land use is a more flexible designation that will allow higher intensity redevelopment and provides more flexibility for office uses. Therefore, these areas are less likely to include service industrial uses when they redevelop.



The Plan aims to preserve the service commercial uses along portions of Valmont Road.



Mixed Use

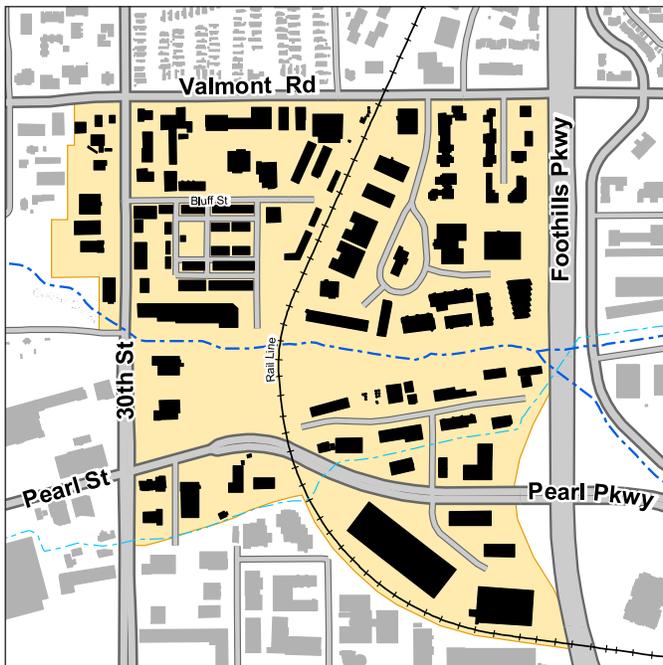
The plan provides for a high percentage of mixed-use development. This will provide flexibility for changes in market demand. Predominant uses in mixed-use areas could be business or residential, with homes mixed vertically (above businesses) or horizontally (residential buildings next to commercial buildings). Mixed-use industrial areas will allow residential uses. Development densities are highest close to the future bus and rail facilities to maximize the number of workers and residents who will have convenient access to public transportation.

A density bonus or other incentives will be offered for green building projects in the Mixed Use Industrial-1 area and will be considered for the Office-Industrial and Mixed Use Industrial-2 areas in Phase 2. The bonus or incentives will apply to the buildings whose non-residential and residential components are LEED Platinum-certified or exceed an alternative city-adopted green building standard.

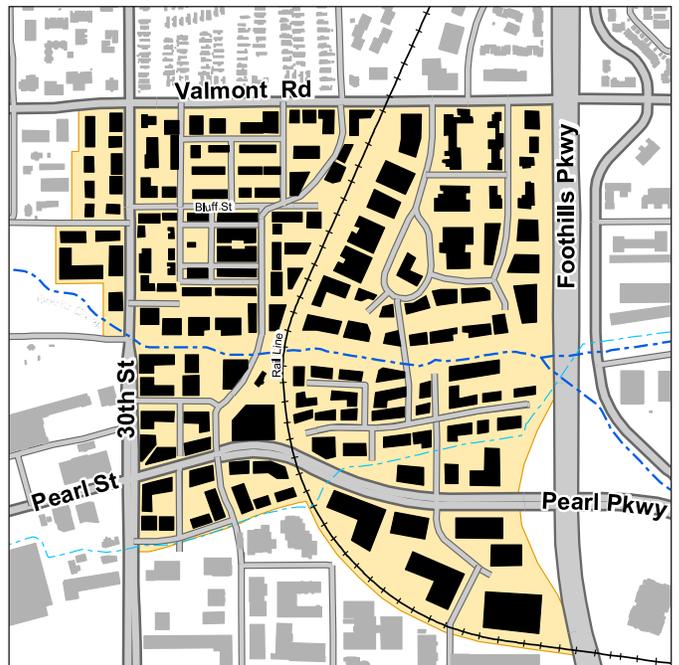
Initial market data indicates that the area’s mixed-use zones will be predominantly residential in the early stages of redevelopment. Later redevelopment may provide the opportunity for more new businesses in the area. New jobs in the area will range from lower-paying retail and service jobs to higher-paying office and industrial jobs.

“Mixed use works well at transit stations. If you have windows on the street, people living and working, then you have a dynamic environment. This is especially important at night to make people feel safe.”
- Peter Albert, Director of Transportation Planning, San Francisco Municipal Railway, May 2006 TVAP charrette

Transit Village Area Today



Possible Future Development Pattern



Higher-density land uses supported by a finer-grain street network will create a more urban environment with fewer surface parking lots and a walkable block pattern.



Land Use Prototypes

Residential

High-Density Residential -1-

15-24 Dwelling Units per Acre



Urban townhomes and garden apartments with individual garages, surface parking lots, or underground parking. Mainly two to three stories.

Who would live here?

Middle and upper incomes.

- Garden apartments tend to attract moderate income singles, couples, families and some seniors. Often have facilities for small children.
- With their vertical arrangement, urban town homes may not be suited for people with disabilities or seniors.

High-Density Residential -2-

25-50 Dwelling Units per Acre



Stacked flats and lofts with underground or structured parking. Two to five stories.

Who would live here?

All income ranges, but potential to be affordable to lower (if subsidized) and moderate income.

- Less attractive for families.
- Can vary substantially in terms of affordability, from very affordable to very high-end with many amenities.
- With elevators and one-story living, this prototype may be appropriate for people with disabilities and seniors.

Non-Residential

Office Industrial

0.7 - 1.0 Floor Area Ratio*



Intensification of the existing industrial areas through the addition of two- to three-story industrial/office buildings. Mix of structured and surface parking, although projects at 1 FAR will have more than half the parking either in structures, tucked under buildings, or underground.

Who would work here?

Industrial and office workers would be those associated with high tech (computer design and development), bio-technology, manufacturing, publishing, telecommunications, or other technical fields (e.g., engineering, graphic design, computer programming).

Service Commercial

2 Stories, No Floor Area Ratio*



Areas preserved for a wide range of retail and commercial uses, including repair, service and small-scale manufacturing uses in low intensity, one- and two-story buildings with primarily surface parking.

Who would work here?

Retail, personal service, office and small-scale manufacturing workers.

* See FAR definition sidebar on page 18.



Land Use Prototypes

Mixed Use

Mixed Use -1-

1.0 Floor Area Ratio*



Two- to three-story mixed-use buildings. Predominant use may be business or residential. Tuck-under, structured and/or surface parking.

Mixed Use -2-

1.5 - 2.0 Floor Area*



Three- to four-story mixed-use buildings. Predominant use may be business or residential. Mostly structured or first-floor parking; may have some surface parking.

Mixed Use Industrial -1-

0.8 - 1.3 Floor Area Ratio*



Light industrial, service industrial and small-scale technical offices with live/work units or residential mixed vertically or horizontally in one- to three-story buildings. Structured or surface parking.

Mixed Use Industrial -2-

1.5 - 2.0 Floor Area Ratio*



Three- to four-story mixed-use buildings. Predominate use may be residential, office or industrial. Structured parking.

Who would live here?

Mixed use can range in price and types of households served, from affordable to higher-end.

- These prototypes are more likely to be attractive to singles, couples and workers who like proximity to urban services, transit and employment centers.
- These prototypes may also appeal to empty-nesters and active seniors.

Who would work here?

Retail workers would be those associated with small- and medium-sized retail stores, restaurants, and personal services. Office workers would be those associated with professional, corporate or technical fields.

Who would live here?

Mixed use can range in price and types of households served, from affordable to higher-end.

- These prototypes are more likely to be attractive to singles, couples and workers who like proximity to urban services, transit and employment centers.
- May also appeal to empty-nesters and active seniors.

Who would work here?

Service industrial workers would be those associated with service and repair shops that could be housed in smaller floor plates with housing above. General industrial workers would be those associated with the high tech (computer design and development), biotechnology, green technology, manufacturing, publishing or telecommunications industries.

* See FAR definition sidebar on page 18.

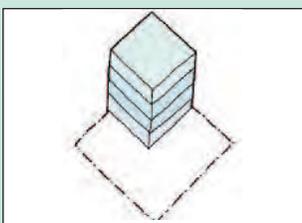
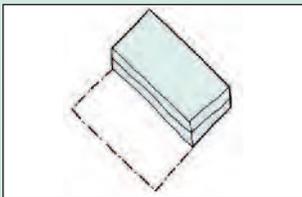
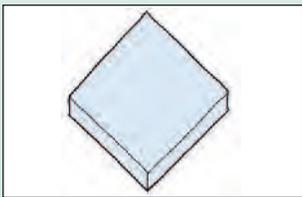


William Holicky

The Steelyards project is the area's first residential neighborhood.

What is FAR?

Floor Area Ratio (FAR) is the ratio of the floor area of a building to the area of the lot on which the building is located. The FAR is calculated by dividing the total building area by the lot area, as measured in square feet. For example, a 10,000 s.f. building on a 10,000 s.f. lot results in 1.0 FAR. The diagrams below illustrate three simple ways that 1.0 FAR might be configured: one story covering the entire lot; two stories covering half of the lot; or four stories covering a quarter of the lot.



Plan Goals	How Met
<p>Housing: Include a variety of housing types at a range of prices from market rate to affordable (including housing for very low, low, moderate and middle income households) to meet diverse needs (workforce housing, senior housing, family housing, housing for special populations such as those with disabilities).</p>	<ul style="list-style-type: none"> • Land Use Plan provides opportunity for 1,400 to 2,400 new housing units in a variety of building types. • Approximately 300 to 475 permanently affordable units will be created. Up to half the 200 housing units estimated for city housing site will be permanently affordable. • A density bonus will be given to projects that exceed the affordable housing inclusionary zoning requirement in certain zones, which could increase the total affordable units in the area. • For-profit and non-profit housing organizations may pursue housing opportunities in area. • City may invest affordable housing funds in area for additional affordable housing and supportive housing for people with disabilities.
<p>Retail: Incorporate neighborhood-serving retail uses, as well as regional retail uses that will complement Twenty Ninth Street.</p>	<ul style="list-style-type: none"> • Land Use Plan provides opportunity for retail at various scales on the west side of the railroad tracks. • Projections indicate potential demand of up to 10,000 square feet of neighborhood-serving retail. • The feasibility of larger-scale retail near Pearl & 30th streets will be investigated.
<p>Office: Place office uses in locations close to future transit facilities and new residential uses.</p>	<ul style="list-style-type: none"> • Land Use Plan provides opportunity for office uses within walking distance of both.
<p>Service Commercial and Service Industrial: Support service commercial and service industrial uses.</p>	<ul style="list-style-type: none"> • Land Use Plan maintains most service commercial zoning along Valmont Road and designates other areas mixed-use industrial. Loss of some service commercial and service industrial uses over time is expected.
<p>Mixed Use: Provide for a diversity of uses, including employment, retail, arts and entertainment, and housing.</p>	<ul style="list-style-type: none"> • A significant amount of mixed use is proposed by the Land Use Plan.
<p>Plan Adaptability: Create a plan that is adaptable and resilient for the long-term future.</p>	<ul style="list-style-type: none"> • Diverse land uses and mixed-use areas provide flexibility. • Implementation Plan sets forth funding and phasing for the area and will be evaluated at BVCP mid-term and five-year updates. • Plan will be monitored annually through the CIP and BVCP Action Plan. Land Use Plan and Connections Plan may be amended as needed.



Chapter 3: Urban Design

The Urban Design Chapter consists of two parts:

- A. Character Districts
- B. Streetscapes.

A. Character Districts

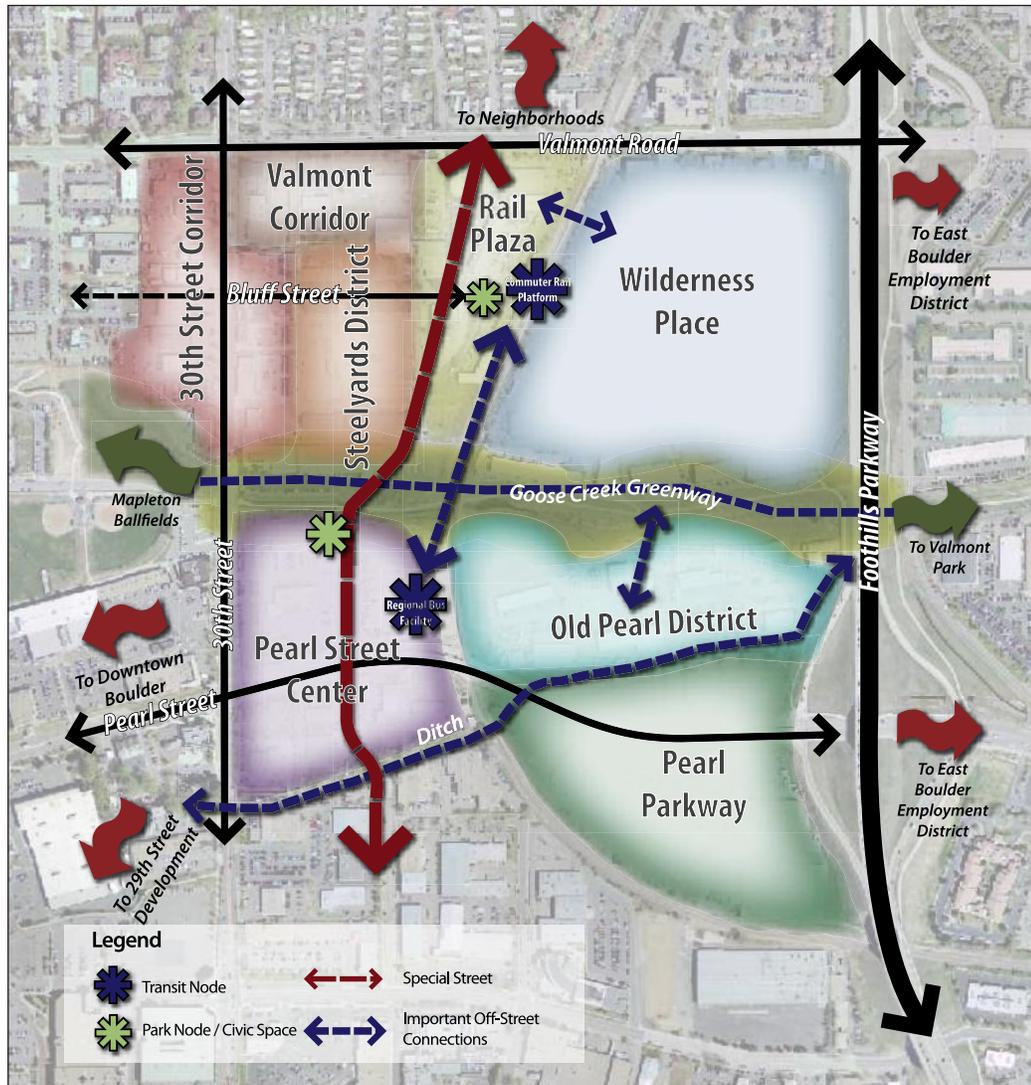
The area has been divided into eight character districts, primarily based on future land use. The guidelines that follow for each district are intended to promote plan goals related to urban design, public spaces and livability. They will be used by the city to create new or revised standards for the area. They also will be used by the private sector to help understand how the plan vision applies to development. The guidelines will be considered in the Site Review process to ensure that new development will be compatible with the character established by this plan.

The future described for each character district will occur gradually, with the most change likely to occur first in the districts west of the railroad tracks and later, east of the tracks.



Inviting outdoor spaces of various sizes and types will contribute to making the area both livable and lively.

Character Districts



The eight character districts within the urban design framework for the area include:

- Pearl Street Center
- Rail Plaza
- 30th Street Corridor
- Valmont Corridor
- Steelyards
- Old Pearl
- Pearl Parkway
- Wilderness Place

"Place-making is important. People will come to take a train or a bus, and they will like it while they are there."
 - Peter Albert, Director of Transportation Planning, San Francisco Municipal Railway, May 2006 TVAP charrette



William Holicky

New buildings should be designed to provide pedestrian scale and interest.



LMN Architects

Useable open space should be sited to be comfortable and inviting.



Walkways from the street into the interior are also opportunities for seating and landscaping.



Artistic furnishings can transform a bus stop into a distinctive public space.

General Guidelines

The following guidelines apply to all character districts.

Building Placement and Design

- Orient the main facade to the street and provide an entrance on the street side of the building.
- Design buildings with pedestrian-scale materials and architectural articulation, particularly on the first floor. Avoid large blank walls. Along streets and sidewalks provide pedestrian interest, including transparent windows and well-defined building entrances.
- Consider opportunities to frame or preserve views of the Flatirons to the southwest.

Useable Open Space

- Incorporate well-designed, functional open spaces with tree, quality landscaping and art, access to sunlight and places to sit comfortably. Where public parks or open spaces are not within close proximity, provide shared open spaces for a variety of activities. Where close to parks, open spaces provided by development may be smaller.

Permeability

- While the improved street network will provide more frequent pedestrian connections, also provide multiple opportunities to walk from the street into projects, thus presenting a street face that is permeable. Also provide opportunities to walk within the interior between abutting properties. This is especially important where street blocks are large, for example in the Wilderness Place District.

Parking Structures

- Design the ground level of a parking structure to be interesting and appealing for pedestrians, for example, by wrapping the ground level with active uses, such as retail. Include pedestrian-scale facade articulation, architectural detailing and quality materials.
- Where the ground level is open or exposed to interior drives, paths, or parking lots, screen it with a low wall and/or evergreen landscaping.

- If tuck-under parking or podium parking (half-level underground) is provided, locate it at the rear of the property or wrap with active uses if feasible.
- Where feasible, locate structure entries/exits on secondary, not primary streets. Avoid locating entries/exits on main pedestrian routes. Entries/exits should be carefully designed to ensure safe, comfortable, and uninterrupted pedestrian flow on adjacent sidewalks.

Bus Stops

- Include the following for bus stops adjacent to development projects: a shelter, benches, route and schedule signage. Additional enhancements are encouraged, such as pedestrian lighting, art, landscaping, and waste receptacles. Bike racks should be provided at regional route stops. (Refer to the bus route and stop information on the Transit Map in the Appendix. See the Implementation Plan for funding information.)

Junction Place

- In addition to the street trees, sidewalks and bike facilities specified by the Junction Place streetscape section, provide seating, planters, art, special pavement and lighting along Junction Place. (See the Implementation Plan for information on funding of the city share.)
- Where feasible, place active uses, such as retail or commercial services on the first floor of buildings along Junction Place.
- Provide way-finding features such as special pavements, signs, or art, to facilitate pedestrian movement between Junction Place, Rail Plaza, the rail platform and under/overpass, the bus station, Goose Creek Greenway, Pearl, Valmont, 30th Street and Wilderness Place. (See the Implementation Plan for funding information.)

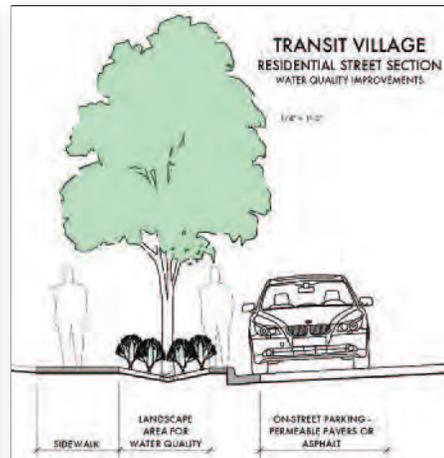
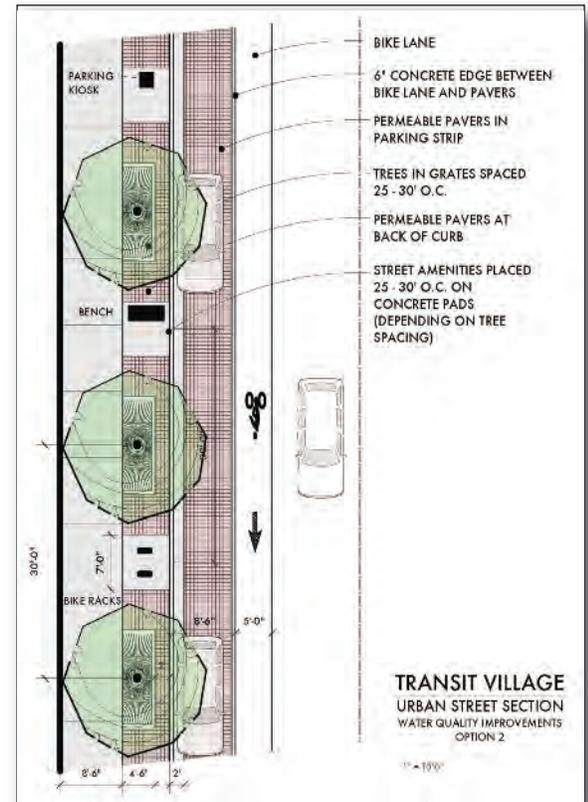
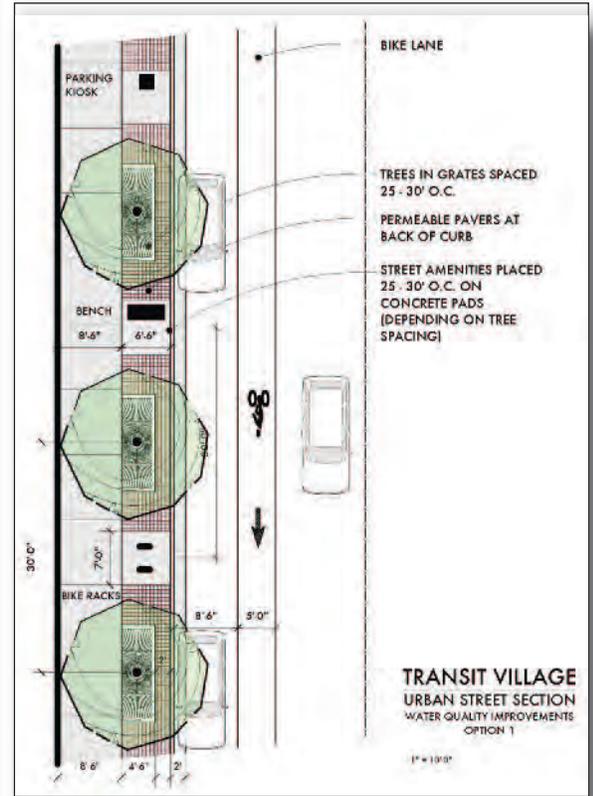
Mixed-Use Buildings

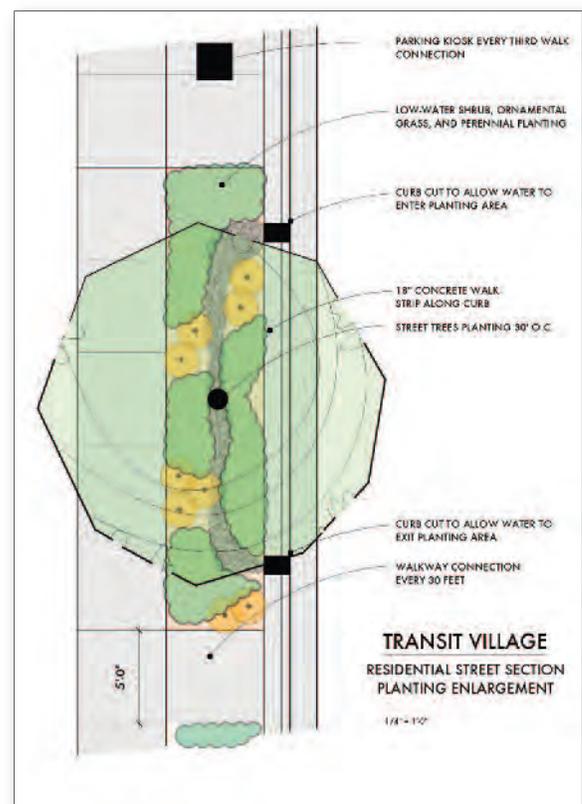
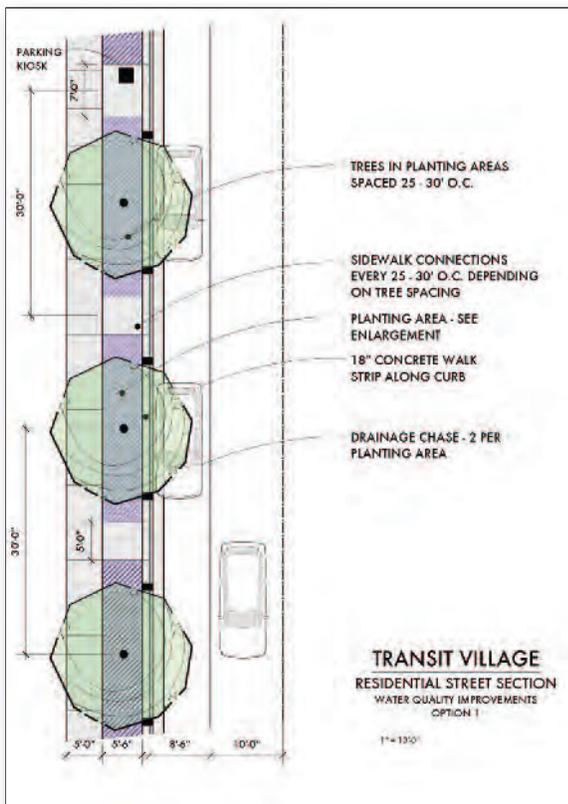
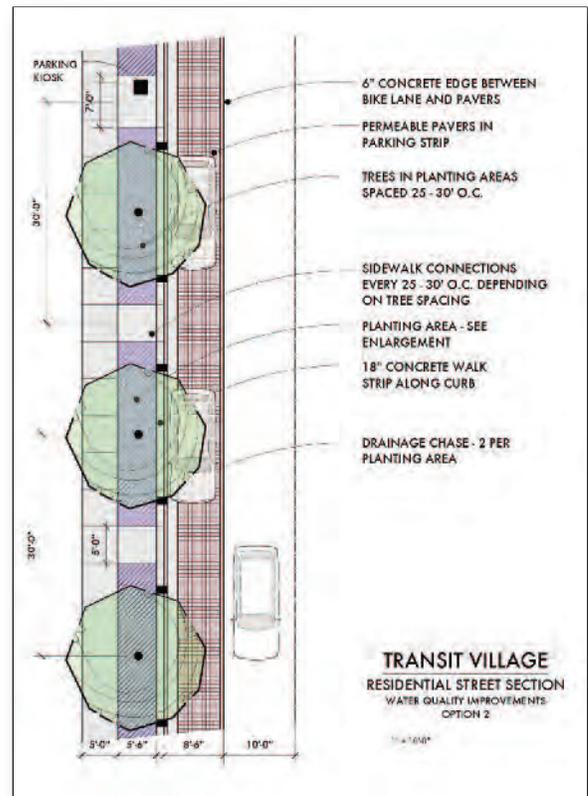
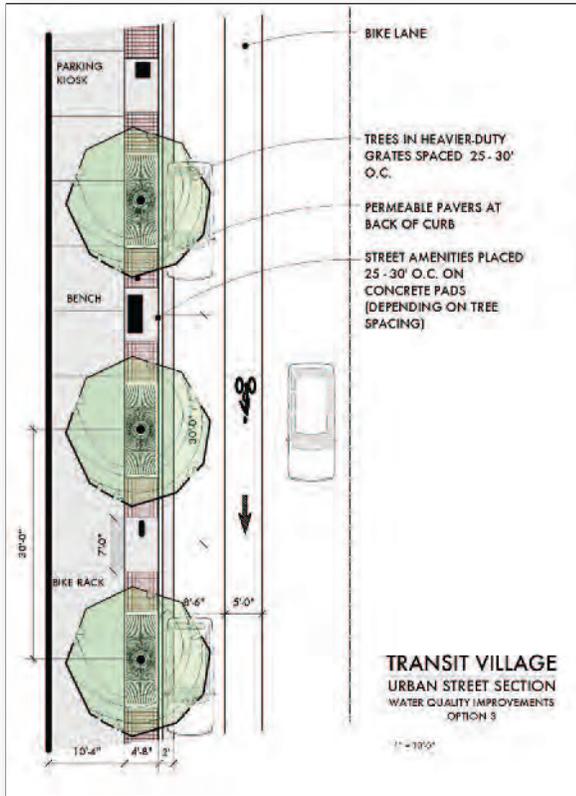
- The potential for conflicts between residential and non-residential uses within mixed-use buildings should be minimized through careful design and building system planning. Consider the compatibility of specific uses. Issues could include noise, vibration, privacy, and entrance locations.



Stormwater Guidelines

- Low impact development techniques are designed to create a stormwater management system which reduces runoff and removes urban pollutants. Low impact development techniques should be used wherever possible to mitigate stormwater impacts. These techniques include:
 - Use of permeable materials such as modular block pavers to maximize infiltration and minimize surface runoff where there are hard surfaces;
 - Green roofs should be used to minimize stormwater runoff and pollutant loading.
 - Landscape areas are a key component of the system since they enhance infiltration and support pollutant removal.
- Surface detention ponds should be minimized and avoided where feasible through the use of runoff reduction techniques. Where surface ponding is necessary, it should be designed to serve as an amenity such as a pocket park or landscape buffer when not inundated. Techniques such as underdrains and subsurface sand filters should be utilized to expedite infiltration.
- Subsurface stormwater treatment systems, such as proprietary water quality manholes, should only be used where water quality requirements cannot be fully addressed through the use of low impact development techniques. Devices should be used to supplement other techniques and not as the primary treatment method.
- Where projects include improvements to adjacent rights-of-way, techniques such as permeable paving materials and landscape infiltration should be utilized to the extent possible. These techniques should be used to mitigate the impacts of right-of-way improvements such as streets and sidewalks and are not credited toward minimum requirements for on-site treatments.







Junction Place Bridge over Goose Creek Design Guiding Principles

Givens

A series of incremental decisions coupled with existing conditions will directly influence the planned bridge over Goose Creek. These include:

1. The finished floor elevation of the Depot.
2. The channel elevation of Goose Creek.
3. Clearance requirements for the multi-use path along Goose Creek.
4. The existing overhead Xcel electric transmission line
5. The street alignment for Junction Place
6. The street cross-sections in the approved TVAP.
7. Direction for a single span bridge.
8. The budget is defined and the bridge design needs to be in line with the budget

Guiding Principles

1. Structure will be visible from a variety of vantage points

The bridge will be mostly visible from the Goose Creek path, the new pocket park, and new housing. It will be less visible from motorists on 30th Street, Junction Place and Pearl Parkway.

Consider all view corridors in designing the bridge

- View from Goose Creek Path – especially eastbound
- View from Depot
- View from pocket park
- View from nearby housing
- View from Junction Place – north and southbound
- View from 30th Street – up Goose Creek Channel

2. Structure should be light and airy

- a. Minimize structure depth to greatest extent possible considering cost/benefit and acceptable levels of deflection
- b. Single span increases depth and doesn't seem to be needed due to proximity of 5 cell box culvert.
Investigate further any flood limitation related to the potential for supports in Goose Creek.

3. Bridge should reference AND be subordinate to Depot

- a. can use materials found on the Depot, such as cut stone and brick
- b. height of any elements should be lower than Depot
- c. vertical elements should not block key views of the Depot, which appears to preclude tresses

continued...





4. Bridge should be contemporary in design – not an historical “replication”

- a. design of bridge can reflect design elements of the Depot in a contemporary manner, such as proportions and geometry.
- b. can reference historical materials such as weathering steel, stone and brick
- c. can reference history of transportation activity in area (rail)

5. Transition to narrower street cross section should occur south of the bridge to give users opportunity to “adjust” prior to reaching bridge.

- a. Bridge width should accommodate two 10 foot travel lanes (shared vehicles and bikes) and two 12-15’ pedestrian “zones” with some kind of separation between pedestrians and others (could be curb, bollards, other street furnishings).
- b. Transition could occur immediately north of entry into BRT facility and double as a raised crosswalk or “plaza” space on the street connecting the depot and the park – cars are invited guests beyond this point.

6. Bridge should be “activated”

- a. Use street furnishings (benches, planters, lighting, etc), detailing, and public art to create an interesting place
- b. consider views FROM bridge – mountains, Goose Creek, pocket park

7. Bridge should be part of the “wayfinding” system in Boulder Junction.

- a. bridge “elements” could extend north and south from the bridge
- b. public art, form, and choice of materials should enhance the “sense of place”

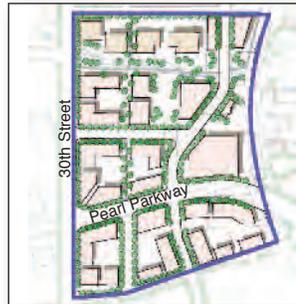
8. Public art should be integral to the bridge

- a. art as “place” and not object more appropriate for the bridge
- b. art can take many different forms – vertical columns, paving, abutment treatments, railings, site furnishings, etc.



Pearl Street Center District

The Pearl Street Center District is centered on the city housing/ RTD bus facility site, which is currently mostly undeveloped. An industrial building and two vacant lots occupy the north side of Goose Creek. The south side of Pearl Parkway is occupied by two- to three-story office buildings, car dealerships and one-story service industrial and warehouse uses. Surface parking lots predominate.



The Pearl Street Center District will become a high-intensity mixture of housing and retail, capitalizing on its central location and the future regional bus facility. A significant amount of affordable housing will be constructed on the city-owned portion of the site. Urban-format mid-box uses may be considered near the busy, highly visible Pearl and 30th intersection, whereas neighborhood-serving retail could occur throughout the district. Any commuter-serving commercial uses would locate as close as possible to, or perhaps within, the bus facility. A new pocket park on the city housing site will create a sense of neighborhood and also be used by passers-by on the adjacent Goose Creek Greenway.

Junction Place will be the spine through the district. It will include a bridge over Goose Creek and a new traffic signal at Pearl Parkway. At the south edge of the district, a new multi-use path along the North Boulder Farmer's Ditch, with an underpass at 30th Street, will significantly improve pedestrian and bicycle access to Twenty Ninth Street and the Boulder Valley Regional Center.

Pearl Street Center District Guidelines:

- Locate buildings and building entries along Pearl and 30th streets, with parking behind the buildings. Large buildings will likely need multiple entrances.
- Along Pearl and 30th streets, provide active first-floor uses, such as retail, where feasible.
- Look for opportunities to create car-free or car-reduced zones.
- Work with the ditch company to remove concrete embankments along the North Boulder Farmer's Ditch, re-vegetate the banks, and integrate a new multi-use path. Do not underground the ditch. Preserve existing mature trees.
- Buildings adjacent to Goose Creek Greenway or the North Boulder Farmer's Ditch should orient to the greenway or ditch amenity.
- Provide direct access from adjacent properties to the future ditch path and the existing greenway, if the grade difference can be reasonably mitigated.
- See also: General Guidelines, Pocket Park Design Guidelines and Transit Facility Guidelines.

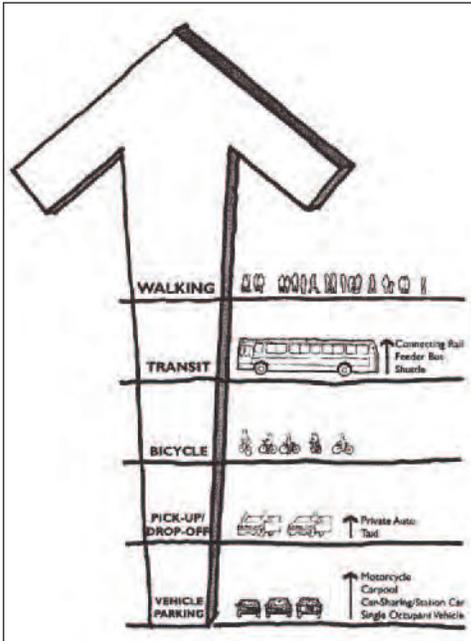
Pocket Park Design Guidelines:

- Locate the park adjacent to Goose Creek to offer easy access from the greenway and the largest concentration of housing in the area.
- Design the park to be welcoming and appealing to a diversity of users. Involve the neighborhoods to the north in the park design process.
- Design the park to be approximately 3/4 acre in size. Determine exact size according to anticipated uses. At a minimum, include a playground, opportunities for sitting, and an open, grassy area for use by nearby residents if possible.
- Incorporate environmentally friendly features such as pervious surfaces, bio-filter landscaping beds, high-efficiency lighting, and solar-powered amenities. Consider opportunities for environmental education.
- Explore aquatic and riparian habitat and stormwater and aesthetic enhancements to the adjacent Goose Creek channel. This could include widening the channel, configuring the park along the upper terraces of the channel (with a playground above), and providing a connection to the enhanced creek corridor. For more information see the Stormwater Section in Chapter 6: Facilities and Services.
- Mitigate the existing significant grade drop to Goose Creek to ensure a good flow of park users between the greenway and the park.





BART Transit-Oriented Development Guidelines 2003



Design for transit station access should be prioritized based on travel mode. This diagram illustrates the ideal access hierarchy. Design for pedestrians should be given the highest priority.

Transit Facility Guidelines (Bus and Rail)¹:

Access to Transit Facility from Surrounding Area

- Provide pedestrian access from multiple directions. To be useful, pedestrian connections to facility must be short, direct and visually unobstructed.
- Close to the facility, design roadways at a pedestrian scale and to control vehicular speeds. Do not disrupt main sidewalks and crosswalks in the immediate transit area with wide turning radii, driveways, or dedicated turning lanes that require pedestrian refuge islands.
- Ensure clear, unimpeded, signed bike access to the transit facility from the larger bike network. Locate bike parking where it is highly visible and sheltered. It should be lighted and secure.
- Provide a pedestrian underpass, rather than an overpass, for the tracks at the rail stop.

Bus Loading and Staging Areas

- To avoid bus loading and staging areas from becoming “dead space” in key pedestrian areas during off-peak hours, concentrate bus loading and staging areas to minimize their size, even to the point of allowing “cramping” and spillover during peak times. Besides precluding dead zones, this will save valuable land and facilitate quick, close regional transit to local transit connections for passengers.
- Provide pedestrian links between transit connections that are direct,

short and uninterrupted. Although few transit connections are expected between the regional bus station and the train, regional-to-local bus connections will occur at the bus facility, and rail-to-local bus connections will occur at the rail stop.

- In waiting/ boarding areas, provide lighting, seating, service information (schedules, monitors, maps) and shelter from the elements.

Location of Transit Parking

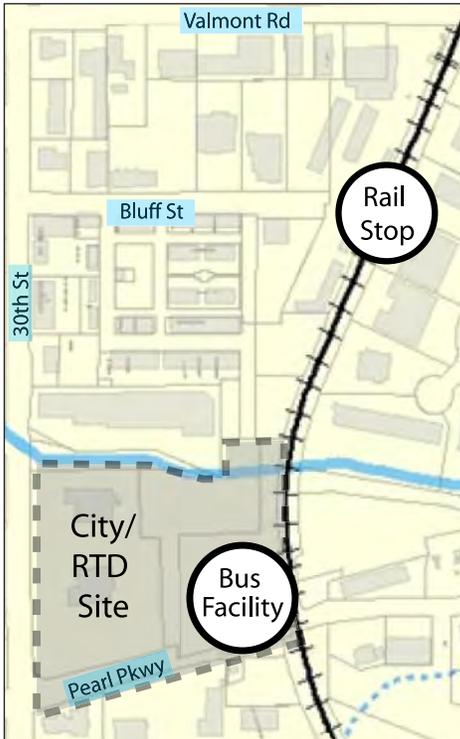
- Site any transit parking or park ‘n ride facility so that it and associated automobile traffic do not impair pedestrian circulation between the transit facility and surrounding area. This may entail siting the parking outside the immediate transit area where pedestrian activity is most intense. If the walk to the transit facility is safe and pleasant, it may not be critical to locate a park ‘n ride in immediate proximity.
- See also: Transit Parking sidebar in Chapter 5: Transportation Demand Management.

Facility Identity

- Create a distinctive identity for the transit facility that resonates with the identity of the larger community. Select a theme that will be universally valued by a diversity of users. For example, an identity may be cultivated by incorporating art and/or an existing natural or man-made feature unique to the area into the facility. Consider carrying the theme into the way-finding features discussed in the Junction Place and Civic Design Guidelines.

¹These guidelines are based on BART Transit-Oriented Development Guidelines 2003.

Regional Transit Facility Locations



The rail stop will be located north of the RTD regional bus facility due to the curve in the rail tracks.



Rail Plaza District

The Rail Plaza District will host the Boulder stop on the new commuter rail service to Denver and Longmont. Currently this district is predominantly industrial, with low-density development and surface parking lots. A significant portion of the district is occupied by Sutherlands Lumber/ Home Improvement Store. The district will evolve into a high-density, commercial and residential mixed-use area, with three- to five-story buildings.



The rail stop will be located at the end of Bluff Street and consist primarily of a passenger loading/ unloading platform and pedestrian access to the platform on the other side of the tracks (preferably an underpass). The city will develop a civic plaza adjacent to the stop. (See conceptual diagrams on p. 25.) The plaza is envisioned to be one of the key public spaces in the Transit Village area and will become a lively gathering place inviting to a broad spectrum of the community. During the area planning process, the plaza had been explored as a possible location for the historic Union-Pacific/ Boulder Jaycees train depot. (See p.26 for more information on the Depot.)

A new traffic signal with crosswalks at Valmont Road and 34th Street will help tie the Transit Village area to the neighborhoods to the north. A multi-use path along the west side of the tracks will provide easy bicycle and pedestrian access between Valmont, the rail stop and Goose Creek Greenway. The corridor along the tracks could become a car-free zone with a unique character, if adjacent development opens onto it and provides amenities, such as seating, landscaping and art, to enrich it.

Rail Plaza District Guidelines:

- Locate buildings along the street with parking behind.
- Place active uses on the ground level of buildings adjacent to Rail Plaza, for example, stores, restaurants, cafes, or commercial services, where feasible. They should have entrances directly onto the plaza.
- Orient buildings to Junction Place (see Junction Place guidelines), as well as to the tracks. If feasible, place active uses on the first floor. Consider making the track-side frontage a car-free zone with pedestrian amenities.
- See also: General Guidelines, Civic Plaza Guidelines, and Transit Facility Guidelines.



Depending on surrounding building placement and heights, the rail platform, multi-use path and civic plaza planned for this district may have excellent views of the Flatirons.

"It would be great to include the housing developments north of Valmont in the planning process. Having a plaza or mercado would be a great way to bring in the folks from across Valmont."

- Rosemary Rodriguez, former Denver City Council member, May 2006 TVAP charrette



Well-used One Boulder Plaza is framed by buildings but also is accessible from three sides.

Plaza Examples in Boulder

- One Boulder Plaza - ice rink in the winter, café seating and fountain the rest of the year, bordered by restaurants, cafés and offices; .25 acres
- Dushanbe Teahouse Plaza – used for Boulder County Farmer’s Market, adjacent café seating; .16 acres
- Boulder County Courthouse Lawn – lawn and bench seating, fountain, path network, borders Pearl Street Mall; .65 acres
- CU UMC/ Trumbo Fountain Plaza – stair seating enclosed by buildings on three sides; .38 acres



An interactive water feature can attract children and families.

Civic Plaza Guidelines²:

- Design the plaza to be approximately a third of an acre. Err on the side of smaller rather than larger.
- Frame the plaza with buildings, with one side open (or partially open) to Bluff Street and/or Junction Place. The intent is to create a partially enclosed space that is both inviting and intimate.
- Provide flexible space to accommodate a variety of public uses, such as a mercado³, farmers’ market, and festivals. Also provide flexibility for different uses during different times of the day, week and year. Anticipated uses and associated maintenance should be an integral part of the plaza design, particularly layout, furnishings, materials and plant selection.
- Design the plaza so its use could be combined with temporary closure of the east end of Bluff Street for special events.
- Include a variety of smaller “places” (activities or destinations) within the plaza. These could be as simple as a vendor cart.
- Provide essential and “comfort” amenities such as bike racks, a drinking fountain, recycling and trash receptacles, pedestrian-scale lighting, shade and soft surfaces, in carefully chosen locations.
- Provide an adequate amount of seating and carefully consider its location, orientation, type and materials.
- Consider including active art and water features, especially for children.
- Look for opportunities to incorporate art into built elements, such as paving, railings, signage, seating or overhead structures.
- Incorporate environmentally friendly features such as pervious surfaces, bio-filter landscaping beds, high-efficiency lighting, and solar-powered amenities (e.g., bubble fountains). Explore possible demonstration or educational aspect for these features.
- Use high-quality, authentic materials.
- Utilize trees and plants to soften the space.
- Carefully design the new pedestrian underpass (or overpass) at the tracks so that it does not negatively impact the aesthetics or function of the plaza.
- Provide way-finding features, such as signage, special pavement and art, to direct people to the plaza from 30th Street, Bluff Street, Valmont Road, Junction Place, and Pearl Parkway.
- Design the plaza to appeal to and attract a diversity of users from throughout the community. Involve cultural groups and adjacent neighborhoods in the plaza design process, particularly residents north of the area.
- Actively manage the plaza to ensure on-going security, cleanliness and liveliness. Gear events to attract both existing users and new users. Program uses to change as the seasons change.

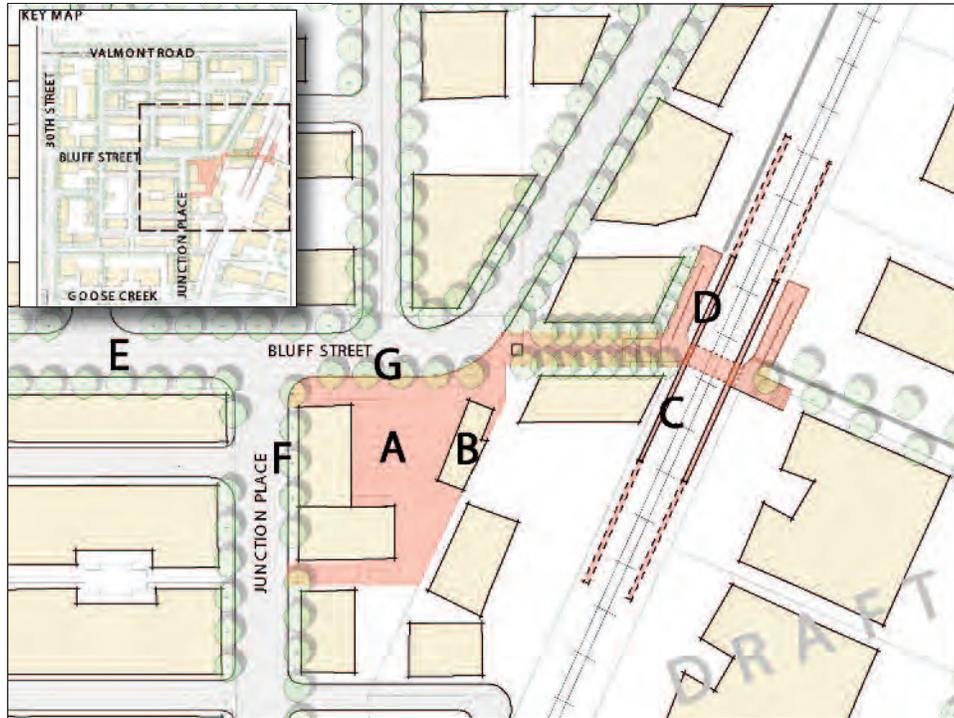
² Some of these guidelines are based on “Ten Principles for Creating Successful Squares” by Project for Public Spaces.

³ The Spanish word for market, a mercado is a public gathering place for buying and selling merchandise typically focusing on the Mexican culture and/ or international wares.



Rail Plaza and Transit Facilities at Bluff Street & Junction Place Conceptual Diagrams

Option A



These conceptual diagrams illustrate how the rail stop, the plaza, Bluff Street and Junction Place could intersect and relate to each other. Kiss 'n Ride (passenger drop-off) for the rail and staging and passenger loading/unloading for local bus service would likely occur on Bluff Street and Junction Place near the plaza.

Legend

A Rail Plaza

Functional size of Plaza - approximately .3 ac (if with Depot, approximately .5 ac)

B Optional location for historic Depot

C RTD commuter rail platform (both sides)

D Underpass with stairs and ramp

(length up to 300 feet)

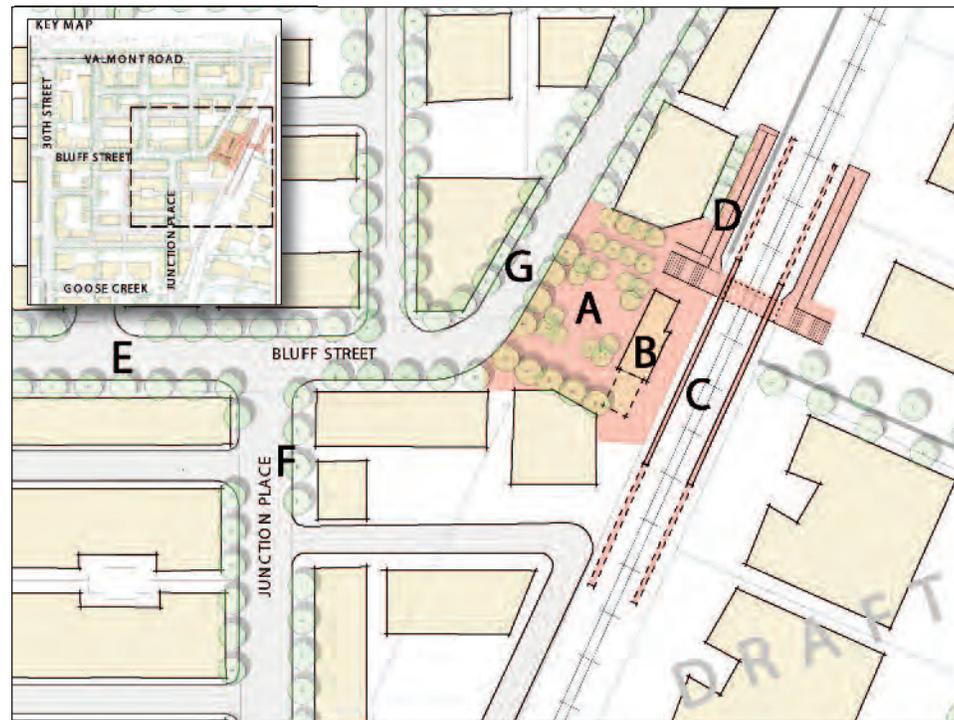
E Local bus staging

2 buses each side (wider street section needed)

F Phase 1 Kiss 'N Ride and potential bus staging

G Phase 2 Kiss 'N Ride

Option B



These diagrams are for illustrative purposes. The exact layout of the rail and bus elements, the plaza, and Junction Place will be determined after plan adoption, through a public process involving the city, RTD and property owners. See next page for information on the Depot location.



Depot Guidelines:

- Ensure that the building's historic integrity is restored and preserved for future generations. Consider whether funding and land should be sought for restoration of the pavilion and porte-cochere.
- Ensure that the building is an enriching centerpiece for the area, with a vibrant use, both day and night. Ideas for uses include: restaurant or café; retail/entertainment; public meeting space, possibly in a basement; bike station; or transit-related function. Other possible uses may emerge. Two or more uses could potentially be combined.
- Place the building in a highly visible, easily accessible location, if feasible given with surrounding land uses and programmatic needs.
- Try to minimize storage time and restore the building to active uses as soon as possible. Ensure the building is stable, well-protected from the elements and secure during movement and storage.

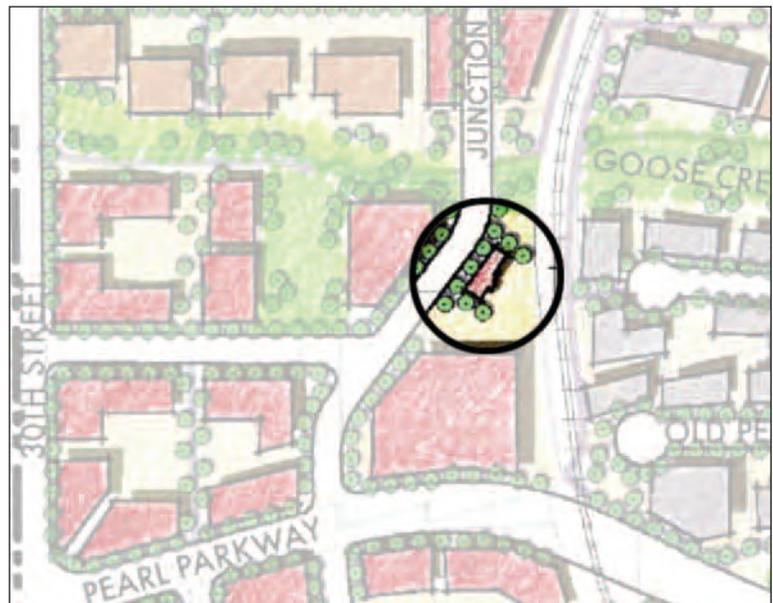
1890 Union-Pacific/ Boulder Jaycees Depot

In early 2006, the City Council indicated a preference for relocating the historic depot from the Crossroad Commons shopping center to the Transit Village area. Placing the Depot in proximity to the area's future transit uses would help recapture the historic significance of the Depot, a designated city landmark. The exact location and future use, ownership and management of the building will be determined through implementation of the area plan.

The city housing site is likely to be the Depot's permanent location. An alternative location on the RTD site will be considered during master planning of the city/RTD site. A location near the bus facility or railroad tracks would more closely associate the building with its original transit function. During the area planning process, locations in the civic plaza near the rail stop to the north were explored (see diagrams on previous page). However, they did not appear to be feasible at the time of plan adoption, given the required schedule and available funding for relocating the Depot from Crossroad Commons.

Whether the Depot is permanently located on property owned by a public entity, such as RTD or city housing, or owned by a private entity, the city will compensate the landowner. Possible methods for the city to acquire Depot land include: direct purchase, dedication by the property owner in association with a development application, long-term lease, or trade for city land elsewhere, or a combination of these methods.

Depot Location



At the time of plan adoption, the most likely location for the Depot was the east side of the city housing site.



The Union Pacific/ Boulder Jaycees Depot was built in 1890 in Romanesque Revival style. See Appendix 6 for more history on the building.

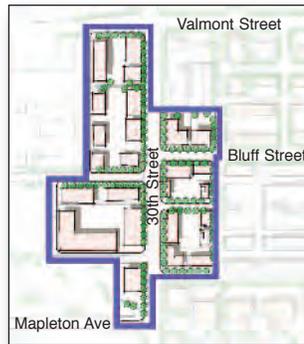


30th Street Corridor District

Currently the 30th Street Corridor District is mostly zoned transitional business (BT1). The west side of 30th Street is predominantly automobile-oriented retail or storage uses; the east side of 30th Street is predominantly mixed-use, urban storefronts.

With a change to a mixed-use designation, the district will evolve to take on the character set by the Steelyards project: a mixture of commercial and residential uses in two- to three-story buildings located along the street, with parking behind, supported by a network of new streets and alleys. The vision is to transform 30th Street into a business main street, with neighborhood and community-serving retail, restaurants, commercial services and offices. New transportation connections, wide sidewalks, first-floor storefronts, pedestrian-scale architecture, street trees and furnishings, and on-street parking will help create a more pedestrian-friendly 30th Street.

New housing will most likely be located internally to properties, away from 30th Street, and will range from townhouses to higher-density apartments.



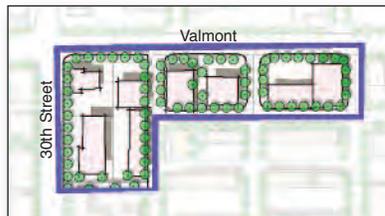
Thirtieth Street will evolve into a business main street.

Valmont Corridor District

The Valmont Corridor District is currently a service commercial district, the only such district in town, with low-intensity retail and commercial uses, including a gasoline station, personal services, offices, and small-scale manufacturing. Most of the buildings are one story in height.

The plan preserves the district's existing service commercial land use designation and zoning (BCS - Business Commercial Services). However, this zoning does allow more density than currently exists, so some expansions and intensification of the district are likely. For example, some one-story buildings may add a second floor.

The district's current automobile orientation -- surface parking lots in front of buildings and individual-property curb cuts along Valmont Road and 30th Street -- is expected to continue. The major improvement recommended for the district is to enhance the Valmont and 30th streetscapes with street trees and detached sidewalks. Better access to the neighborhoods to the north will be provided by three new crosswalks on Valmont Road.



Small businesses typify the Valmont service commercial zone.

30th Street Corridor District Guidelines:

- Locate buildings along the street with parking behind.
- To create a more pedestrian environment and improve safety and traffic flow along 30th Street, eliminate driveway curb cuts on 30th Street when new streets and alleys are developed in the vicinity. (See Chapter 4: Transportation Connections Plan.)
- Provide pedestrian interest along 30th Street by selecting active ground-floor uses, such as retail and commercial services, where feasible.
- Provide street furnishings, such as benches, planters, café seating, art, and pedestrian lighting.
- See also: General Guidelines.

Valmont Corridor District Guidelines:

- Screen parking areas adjacent to the street with landscaping and/or low walls.
- Where additional access is provided by new streets or alleys (see Chapter 4: Transportation Connections Plan), eliminate driveway curb cuts on Valmont and 30th streets or combine with adjoining properties.
- See also: General Guidelines.

Steelyards District Guidelines:

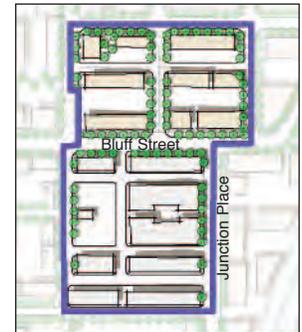
- Locate buildings along the street with parking behind.
- Look for opportunities to create car-free or car-reduced zones.
- See also: General Guidelines.

Old Pearl District Guidelines:

- Locate buildings along the street with parking behind.
- For properties between Old Pearl and the North Boulder Farmer's Ditch, orient the buildings to the street, but also take advantage of the ditch amenity.
- Orient buildings adjacent to the Goose Creek Greenway to that amenity.
- If possible, place higher buildings along Foothills Parkway to help buffer traffic noise from residential uses interior to the district.
- Work with the ditch company to uncover the North Boulder Farmer's Ditch where it's currently underground, re-vegetate the banks, and integrate a new multi-use path. Do not underground the ditch. Preserve any existing mature trees.
- Provide direct access from adjacent properties to the multi-use paths along Foothills Parkway, Goose Creek and the ditch .
- See also: General Guidelines.

Steelyards District

Most of the Steelyards District was recently developed by the Steelyards project, a mixture of housing, shops and small-scale service businesses. The industrial uses on the north side of Bluff Street will transition to high-density residential, such as urban townhouses. The southern part of the district is mixed-use industrial, one- to two-story live/work units.



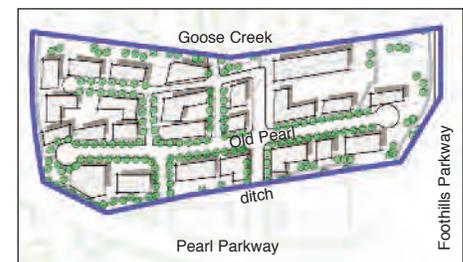
Thirty-third Street will be transformed into Junction Place by widening and improving the existing right-of-way with pedestrian and bicycle amenities, as described in Chapter 4: Transportation Connections.



Housing surrounds a private park in the Steelyards.

Old Pearl District

The Old Pearl District currently has mostly service industrial uses. The proposed industrial mixed-use land use will allow one- to three-story light industrial or service industrial uses with residential or live/work units. Over time, non-traditional housing will be developed incrementally, while retaining the present industrial character, resulting in an eclectic mix of uses. A higher intensity mixed-use industrial zone on the east edge of the district is intended to provide for additional building heights to help buffer interior properties from Foothills Parkway traffic noise. This district may be a feasible location for a green technology park.



A new street and a bridge over Goose Creek will create a connection to Wilderness Place. A plaza and/or sculpture at the western terminus of Old Pearl Street could mark the historic significance of the street as a remnant of an earlier "skewed grid" that once connected downtown Boulder to the town of Valmont, and celebrate the current importance of Pearl Street.



The mixed-use industrial land use proposed for Old Pearl will allow live-work units.



Pearl Parkway District

The Pearl Parkway District is industrial and functions as an extension of the East Pearl industrial area. Large warehouse buildings are located south of Pearl Parkway, and one- to two-story office and light industrial buildings are located north of Pearl Parkway. Parking is on surface lots. Two- to three-story office and industrial uses are expected in the future. This district may be a feasible location for a green technology park.



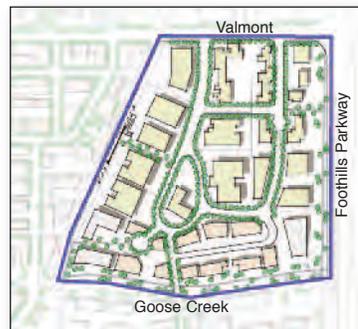
Today the area of south of Pearl Parkway has several large warehouse buildings.

Pearl Parkway District Guidelines:

- Work with the ditch company to uncover the North Boulder Farmer's Ditch where it's currently underground, re-vegetate the banks, and integrate a new multi-use path. Do not underground the ditch. Preserve any existing mature trees.
- Design buildings adjacent to the North Boulder Farmer's Ditch to take advantage of that amenity.
- Provide direct access from adjacent properties to the multi-use paths along the ditch and Foothills Parkway.
- See also: General Guidelines.

Wilderness Place District

Wilderness Place District is a stable employment area, with a mixture of technical offices and light industrial uses. Buildings range from one- story to four-stories. The proposed office-industrial land use will allow more density and greater flexibility in types of office uses. This district (or Old Pearl or Pearl Parkway districts) may be a feasible location for a green technology park. In the longer term, high-density residential may be developed along Goose Creek.



The west edge of Wilderness Place District will have a platform for the future rail stop.

A train platform and pedestrian underpass (or overpass) will be added at the west edge of the district to serve the future commuter rail stop. Pedestrian walkways will connect these to Wilderness Place. A new street and bridge over Goose Creek will improve Wilderness Place access to the Old Pearl District and Pearl Parkway and create an additional link from the south to Valmont Road.

Wilderness Place District Guidelines:

- If possible, place higher buildings along Foothills Parkway to help buffer traffic noise from residential uses within the interior of the southern portion of the district.
- Orient buildings adjacent to Goose Creek Greenway to that amenity. Provide direct access to the greenway.
- Provide direct access from adjacent properties to the future multi-use path along Foothills Parkway.
- Carefully design the pedestrian underpass (or overpass) to minimize its aesthetic and functional impact on nearby pedestrian areas.
- Provide way-finding features, such as special pavements, signs and graphics, to facilitate pedestrian movement between Wilderness Place and the rail platform and underpass (or overpass), Rail Plaza, Junction Place, Valmont, and the Goose Creek Greenway.
- See also: General Guidelines.



LMN Architects

B. Streetscape Guidelines

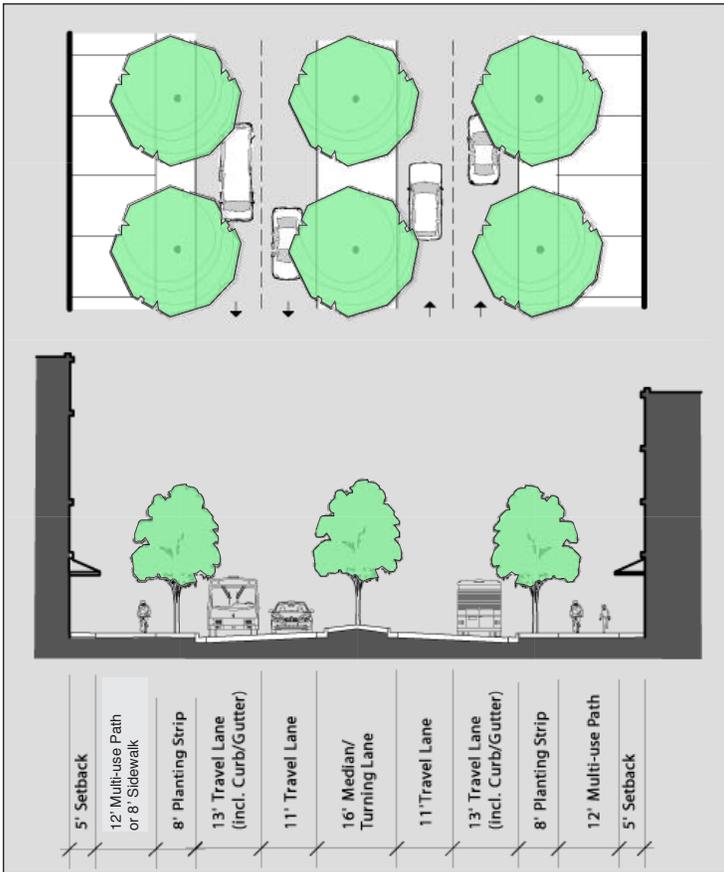
The following streetscape cross section drawings will be used as guidelines by the city and the private sector to plan and design the new streets shown on the Connections Plan. They also will be used to plan and design changes to the existing streets as adjacent redevelopment occurs. The cross sections are part of a right-of-way plan as contemplated by Section 9-9-8, B.R.C. 1981.⁴ As such, the guidelines will be used to create reservation areas for future rights-of-way and to provide guidance on property exactions from new development and redevelopment and on city acquisition practices. Information is provided in the Implementation Plan on costs, the policy for public/ private sector cost allocation, and city funding.

The on-street parking width in each relevant cross section is measured to the back of the curb.

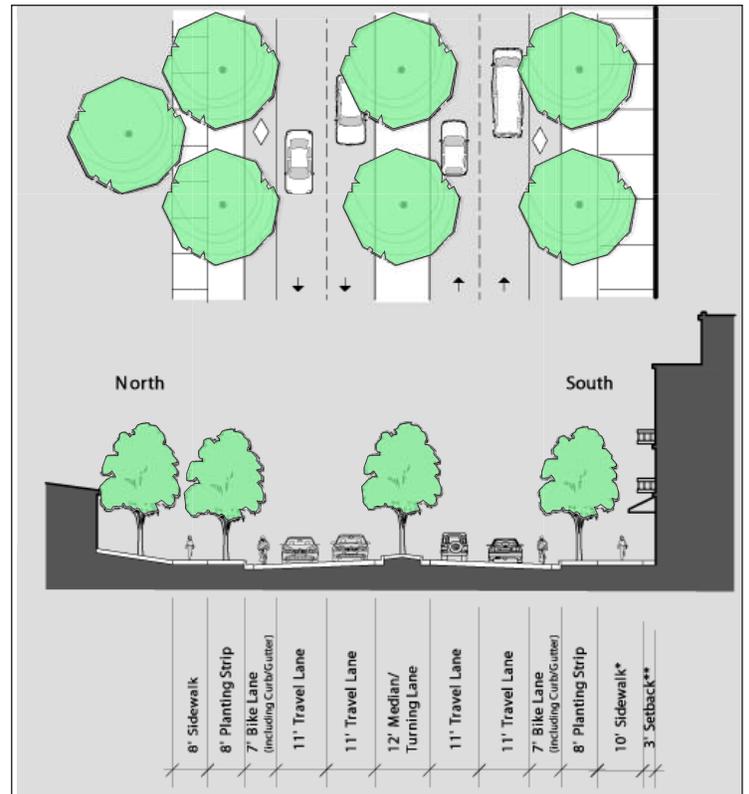
Ample pedestrian space, storefronts, furnishings and street trees can make streets living spaces.

Valmont Road

Pearl Parkway



114' Street Section



104' Street Section (not including setback)

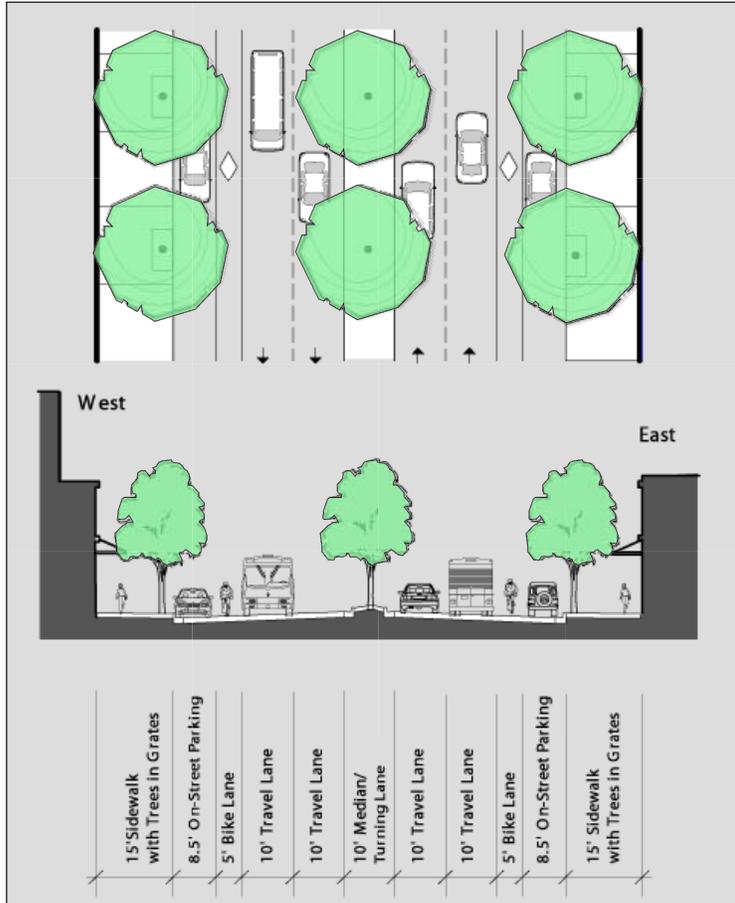
* South side 10' sidewalk for Mixed Use or Service Commercial where building is adjacent to street; 8' sidewalk for all other Service Commercial

** South side 3' setback for Mixed Use; 10' minimum setback for Service Commercial, although this can be reduced through Site Review

⁴ Section 9-9-8 of the 1981 Boulder Revised Code addresses the reservations, dedication and improvement of rights-of-way.



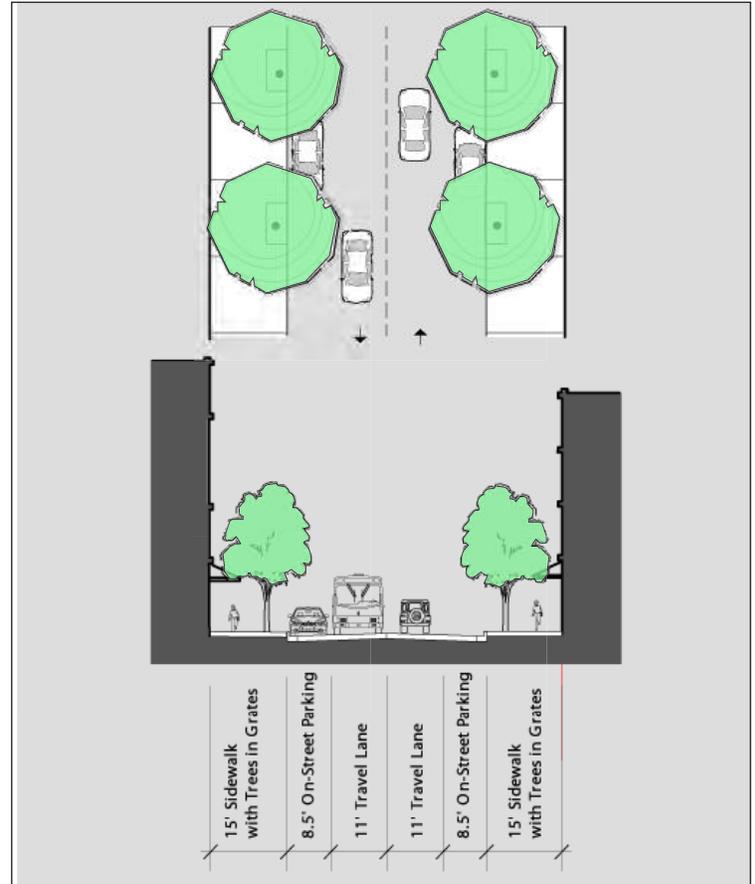
30th Street Along Mixed Use and High-Density Residential Land Uses*



107' Street Section

* Along Service Commercial, existing condition (with no on-street parking) remains.

Bluff Street East of 30th Street



65' Street Section

30th Street: A Business Main Street

The vision for 30th Street is to transform it into a more pedestrian friendly “business main street” with neighborhood and community-serving retail and restaurants, personal and business services, housing and offices. An important ingredient for this transformation is to add on-street parking. On-street parking helps create a pedestrian environment by slowing traffic and providing a buffer between pedestrians and moving vehicles. It also is considered vital to support adjacent commercial activity and activate the street. The on-street parking could be added with minimal, if any, additional right-of-way and without the removal of existing travel lanes. Detailed engineering after plan adop-

tion will examine the exact alignment of the roadway, the location of parking near traffic signals and intersections, and the feasibility of adding parking in front of smaller properties. The parking spaces will be priced and managed as the area builds out according to the TDM program.

While the west side of 30th Street south of Mapleton Avenue and the east side of 30th Street south of the North Boulder Farmer’s Ditch are outside the Transit Village area, it is anticipated that over the long term, as adjacent properties undergo major redevelopment, the city will seek on-street parking on both sides of the street south to Walnut Street.

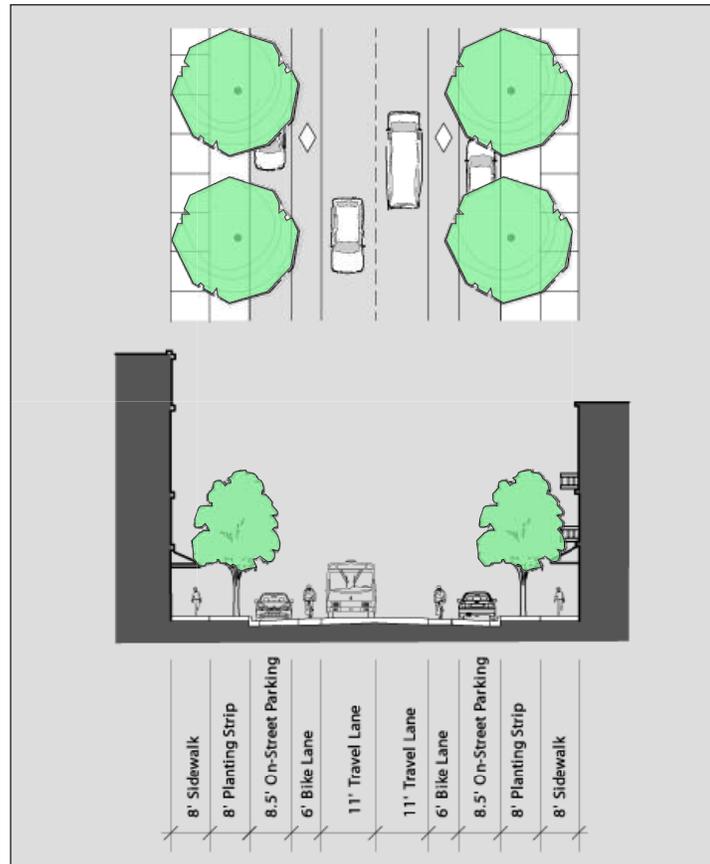


Junction Place as a Special Street

Junction Place will be a central spine for the west side of the area. It will be designed to give priority to pedestrians and keep vehicular speeds low. Traveling the length of Junction Place between Pearl Parkway and Valmont Road will be possible but discouraged by the design and character of the street, as the street is not intended to function as a through-street or north-south alternative to 30th Street. Rather, it is intended to provide access to the bus and rail facilities and adjacent neighborhoods from nearby arterials.

For phasing and design purposes, Junction Place has been broken into three segments. The exact alignment for each segment will be determined at the time of redevelopment of the adjacent properties through Site Review. Comparative costs and impacts to adjacent properties will be considered. Phasing, funding and cost sharing for Junction Place is addressed in the Implementation Plan.

Junction Place Segment I Southern Area Boundary to North Edge of Bus Facility Area



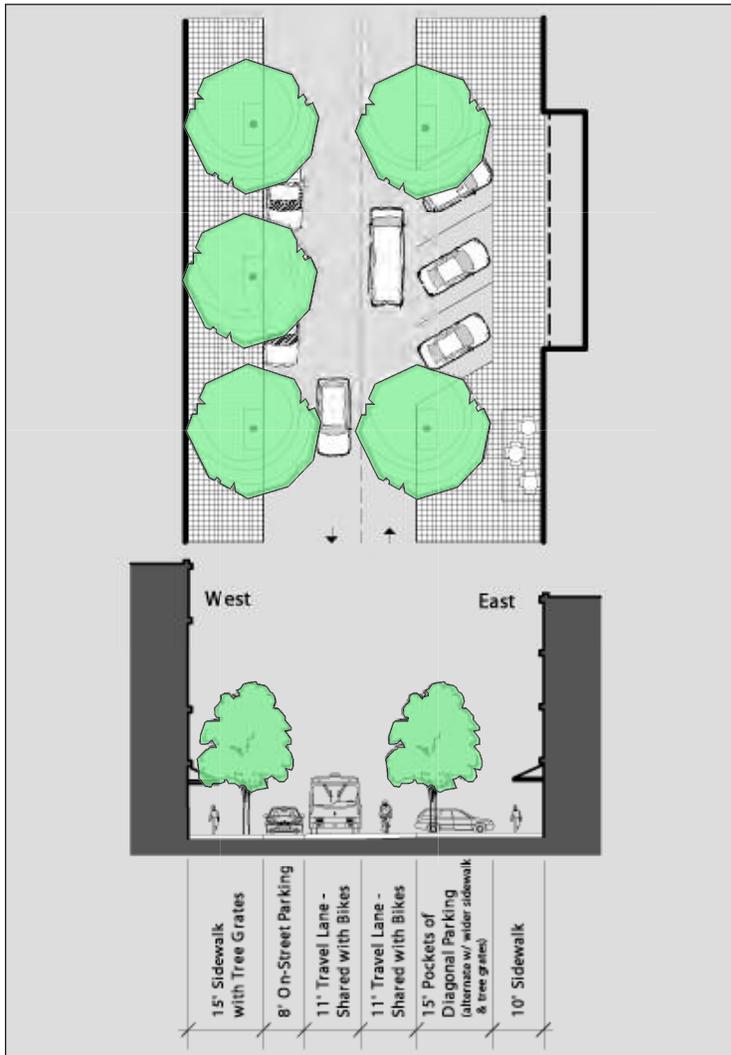
83' Street Section



Junction Place will emphasize pedestrians and bicycles over vehicles and will be enriched with amenities, such as special paving.



**Junction Place
Segment 2
North Edge of Bus Facility
Area to Bluff Street**



70' Street Section

Junction Place Segments

Each segment will have two travel lanes (one in each direction) and on-street parking.

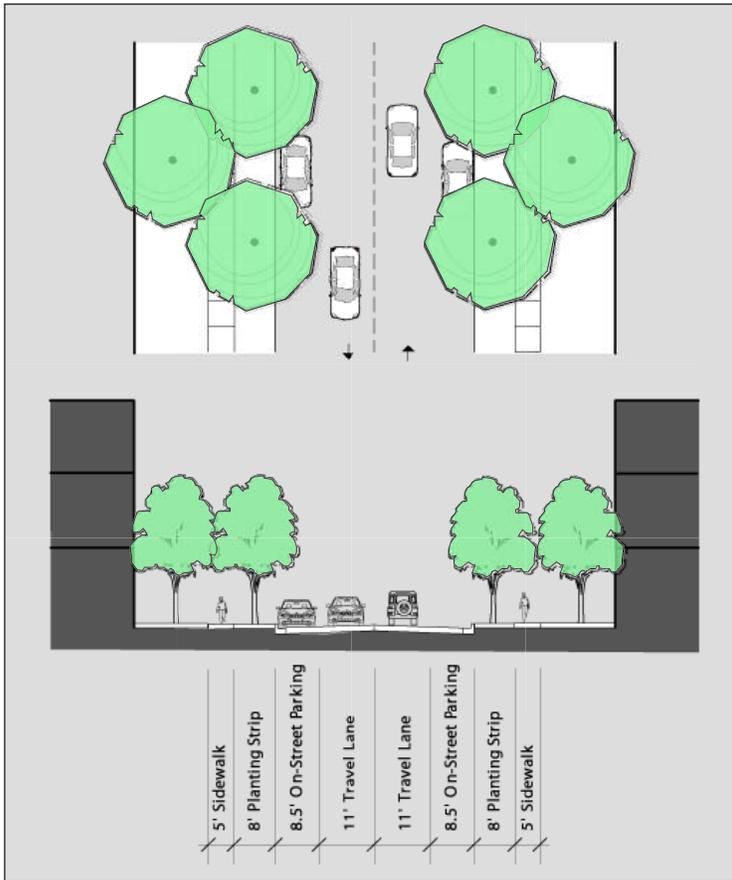
- Segment 1 is the southern segment, from the existing 32nd Street, across Pearl Street and north past the bus facility. This section will receive significant bus and vehicle traffic and will have a standard street cross-section, on-street bike lanes and wide detached sidewalks to separate the various travel modes.
- Segment 2 is the middle section from the northern extent of the bus facility, near Goose Creek, to Bluff Street. A majority of this section follows the existing 33rd Street, which will be widened to accommodate a shared-space street (where vehicles and bikes share the roadway) and wide pedestrian areas. On-street parking will be parallel or in pockets of diagonal parking, alternating with wider sidewalk space for outdoor seating, larger planting areas, or other amenities.
- Segment 3 is the northern section from Bluff Street to Valmont Street. This section will have more vehicle traffic than the middle section and will have a local street cross-section (see next page).



Bicycles and cars share a travel lane on northbound 13th Street in downtown Boulder, as is planned for Junction Place Segment 2.

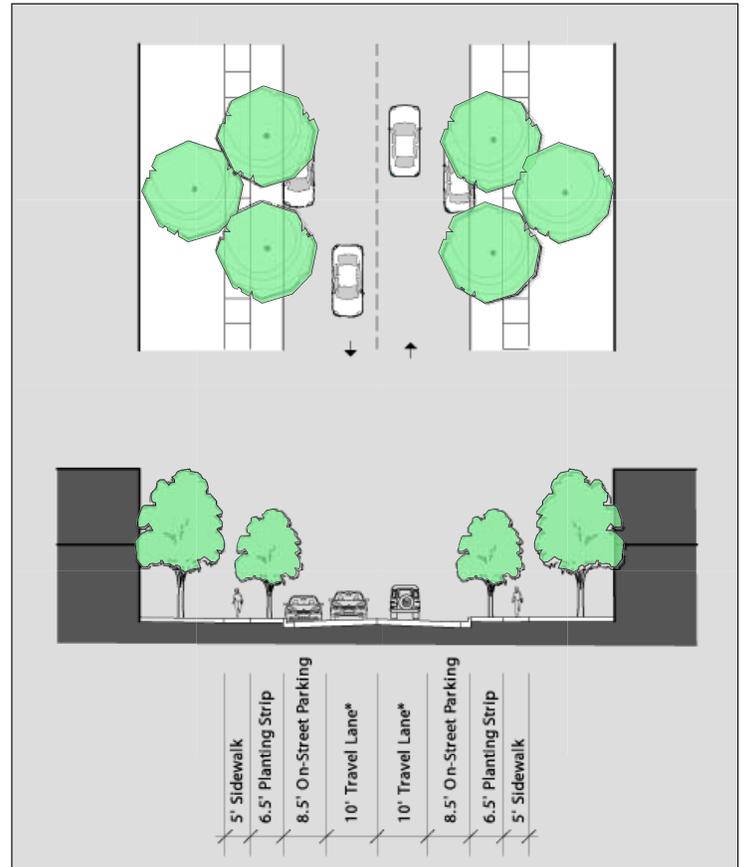


Frontier/Wilderness Place



65' Street Section

New or Upgraded Local Street



60' Street Section

* A narrower roadway section - 32' curb face-to-curb face, instead of 36' curb face-to-curb face - may be allowed for land uses with lower density, lower intensity uses than Mixed Use-1 and -2, such as Mixed-Use Industrial-1 and High-Density Residential-1



Plan Goals	How Met
<p>Urban Design Create a lively, engaging, well-used and well-loved pedestrian-oriented place that attracts and serves all of Boulder and that exhibits a variety of building sizes, styles and densities that don't look overly planned.</p>	<ul style="list-style-type: none"> • Land Use Plan and Transportation Connections Plan work together to create a pedestrian-oriented place by providing higher-density development, which favors structured parking over surface parking lots, and a fine-grain network of connections, which creates smaller, more walkable blocks. • New land uses and connections will enable 30th Street to become a more pedestrian-friendly business main street without curb cuts. • District Guidelines call for pedestrian-oriented development site layout and building design and for quality useable open space. They also identify district-specific features to take advantage of, and provide guidance on making the park, plaza, and transit facilities successful places. • Streetscape Guidelines call for Junction Place to have a special, pedestrian-oriented character and for all other streets to have ample pedestrian zones and on-street parking. A narrower local street section, with reduced vehicular space and slower speeds, may be allowed for appropriate adjacent land uses. • New transit services will enliven the area by bringing in people from outside of the area and outside of Boulder. • Land Use Plan allows a range of land use types and densities. Variety in buildings is more likely achieved through redevelopment of individual properties rather than assembled properties. • Arts and Aesthetics Plan will identify opportunities for public art to create a unique and interesting place.
<p>Public Spaces: Provide a variety of community gathering spaces at both citywide and neighborhood scales, and ensure they are welcoming to a diversity of users.</p>	<ul style="list-style-type: none"> • Plan calls for a pocket park on the city-owned site to serve the neighborhood south of Goose Creek. Its location adjacent to Goose Creek Greenway will ensure use by the larger community as well. • Plan calls for a civic plaza by the rail stop that will be situated and designed to attract and be enjoyed by the entire Boulder community. • District Guidelines call for the design of the park and the plaza to involve adjacent neighborhoods and community cultural groups.



Pedestrian-oriented building and site design will help make the Transit Village area a well-loved place.



Thoughtfully crafted gathering places invite use.



Unique features help create a distinctive destination that attracts people from a larger area.



Chapter 4: Transportation Connections

Consistent with the Boulder Valley Comprehensive Plan (BVCP) and Transportation Master Plan (TMP), the Transportation Connections Plan was developed in conjunction with the proposed area land uses and to support the city's sustainability goals. The Connections Plan is also designed to: support the area's new regional rail and bus facilities; facilitate the Transportation Demand Management (TDM) program; and support the plan's urban design goals.

The Connections Plan is a right-of-way plan that will be administered according to Section 9-9-8, BRC 1981.¹ The Plan will be incorporated into the TMP and replace the portions of earlier network plans that cover the Transit Village area. The transportation improvements included in the Connections Plan will be installed by property owners and the city at the time of redevelopment. Cost, phasing and financing are discussed in the Implementation Plan.

Objectives

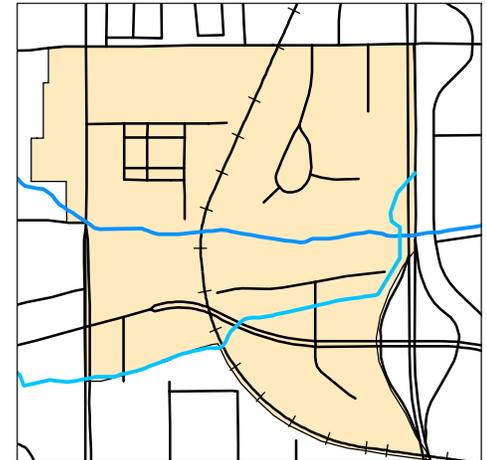
The objectives of the Connections Plan are to:

- Establish a fine-grained, multimodal network of transportation connections that will:
 - establish a pedestrian-friendly environment;
 - create safe and convenient access to transit;
 - establish a rich variety of safe and convenient connections for all modes within the area and to major activity centers and the rest of the community, including Twenty Ninth Street, CU, Downtown, nearby neighborhoods, and the employment and industrial area to the east; and
 - support the changes in land use, increases in density, and urban character proposed by the area plan.
- Provide new roads on an approximate 400-foot grid. (By way of comparison, the Downtown area, one of the city's most pedestrian-oriented areas, with densities similar to those proposed for some parts of the Transit Village area, has a 300-foot street grid.)
- Provide pedestrian connections approximately every 200 feet to provide mid-block access for bicycle and pedestrian access while providing flexibility for property owners.
- Provide key alley connections that are shown on the Connections Plan, where they are required for access or to separate different land uses. Encourage additional alleys, particularly in locations with higher intensity land uses that anticipate buildings located up to the street.
- Locate connections to straddle property lines when possible to reduce the burden on individual property owners.
- While providing significant flexibility through the amendment process, show some connections on the map as flexible in order to emphasize that the intent is a complete and appropriately spaced connection, rather than a precise alignment.
- Provide new traffic signals on Pearl Parkway, 30th Street, and Valmont Road at 34th Street to facilitate transit and traffic movement and provide safe pedestrian crossings and connections to the surrounding neighborhoods.

¹ Section 9-9-8 of the 1981 Boulder Revised Code addresses the reservations, dedication and improvement of rights-of-way.

Transit Village Area vs. Downtown Street Grids

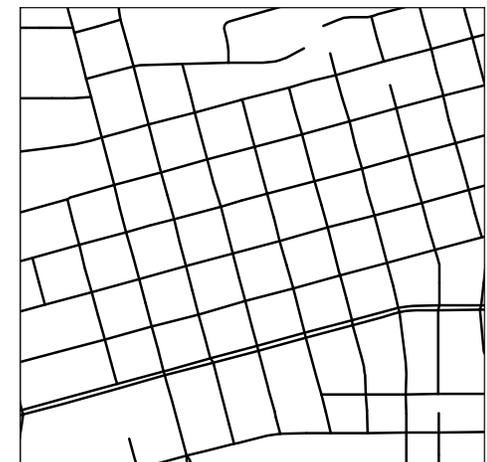
Current Grid



Future Grid



Downtown Grid



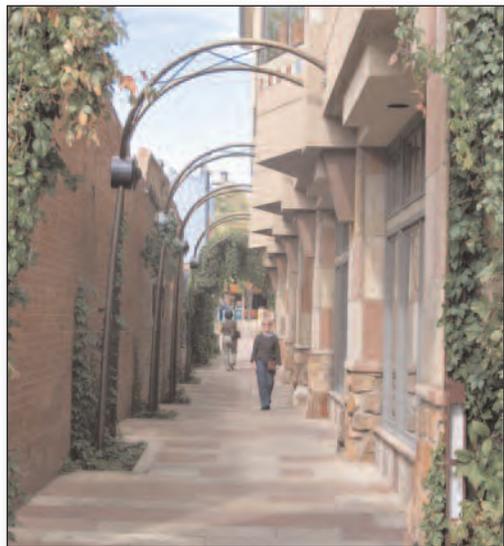
The Connections Plan establishes a more fine-grained street grid, similar to that of Downtown.



A path planned along the North Boulder Farmer's Ditch will connect the Transit Village to Twenty Ninth Street.



New mid-block crossings on Valmont Road and 30th Street will better connect the area to its surrounding neighborhoods.



Investing high-quality materials in a pedestrian connection can make a utilitarian facility into a special space of enduring value.

- Establish a central-spine multimodal connection (Junction Place) west of the railroad tracks, connecting the existing 32nd Street north to Pearl Parkway, then continuing through the city/RTD-owned property to serve the bus facility and farther north near the rail platform, and connecting to Valmont Road. Locate Junction Place to provide: full turning movements and a traffic signal at Pearl Parkway; a curvilinear alignment from Pearl Parkway to Goose Creek; and access to the civic plaza. If possible, align the street to provide a series of visual corridors that will frame or terminate with important destinations, such as the Depot, or views, such as of the Flatirons.
- Provide new bicycle and pedestrian links to the regional network, including a new multi-use path along Foothills Parkway. (See the Appendix for a regional Bikeway and Multi-use Path Network Map.)
- Provide a multimodal path connection between the area and Twenty Ninth Street along the North Boulder Farmer's Ditch.
- Consider new underpasses for pedestrians and bicycles, particularly to connect the multi-use path system and to Twenty Ninth Street.
- Support other goals of the area plan and relevant BVCP and TMP goals.

A detailed explanation and rationale for each connection on the Connections Plan is provided in the Appendix. It will be used to help interpret the Connections Plan for capital improvement planning and review of individual development review applications.

Amendment Process

Amendments to the Connections Plan generally will be reviewed either administratively or by the Planning Board. The process provides some flexibility to relocate proposed facilities to reflect site-specific considerations while ensuring that the connections necessary to realize a fully integrated multimodal network are created.

Significant changes to key proposed connections require an amendment to the plan by the Planning Board. In most cases, elimination of a proposed connection requires approval by both the Planning Board and City Council. Minor variations from the plan can be approved by the city manager. Amendment requests can be processed in conjunction with a Site Review. See table on next page.

Any amendment to the Connections Plan will be permitted upon a finding that one of the criteria has been met:

1. Such amendment is due to a physical hardship or practical hardship that would prevent construction of the connection;
2. The connection is made in a manner that is equivalent to the connection shown on the Connections Plan; or
3. Such amendment is consistent with the objectives of the Connections Plan described above.

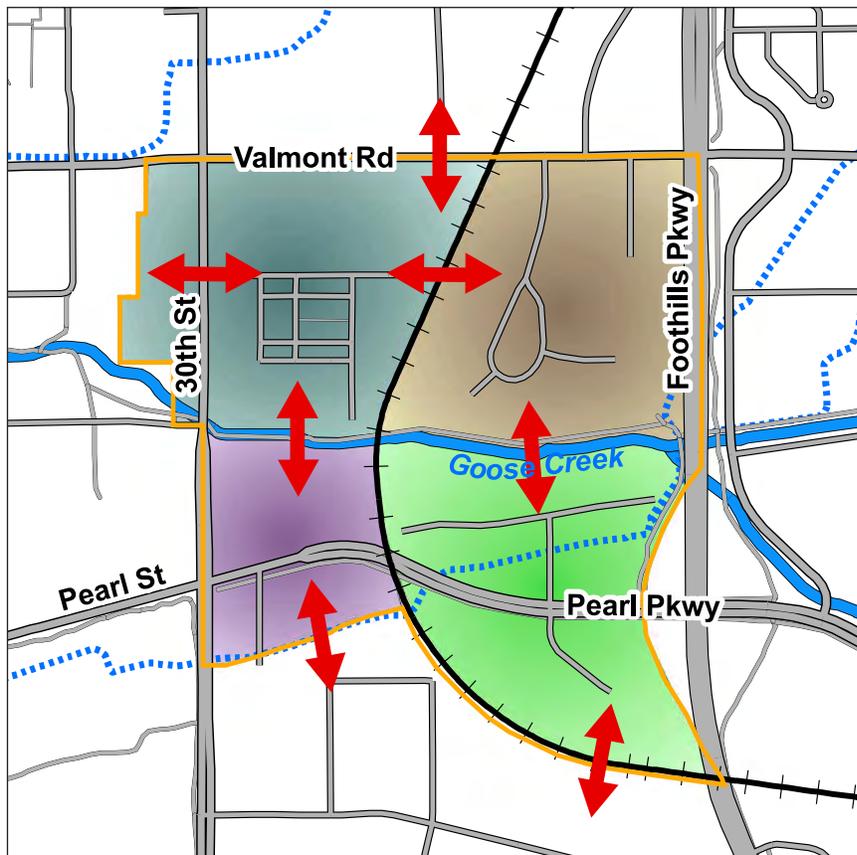
In those instances where the standards above cannot be met, the amendment will be considered legislative in nature and require approval by the Planning Board and City Council.



Approval Requirements for Amendments to the Connections Plan				
	Relocation greater than 50' or onto an adjacent property	Relocation less than 50'	Addition	Elimination
Streets				
Collector Street	Planning Board	Administrative	Planning Board	Planning Board and City Council
Local Street	Planning Board	Administrative	Administrative	Planning Board and City Council
Alley	Administrative	Administrative	Administrative	Administrative except along 29 1/2 alignment²
Paths				
Multi-use Path	Administrative	Administrative	Administrative	Planning Board and City Council
Pedestrian Walkway	Administrative	Administrative	Administrative	Planning Board and City Council

² Elimination of the alley proposed along the 29 1/2 alignment must be approved by the Planning Board and City Council.

Better Connectivity



Currently the area's districts are disconnected from each other. Although Goose Creek and the railroad tracks benefit the area, they also act as barriers. New connections will better integrate the area's districts and also will improve access to surrounding neighborhoods.



New bike facilities are planned throughout the area, including several dedicated bike lanes.



13th Street is closed periodically to create a temporary car-free zone for the Farmer's Market.

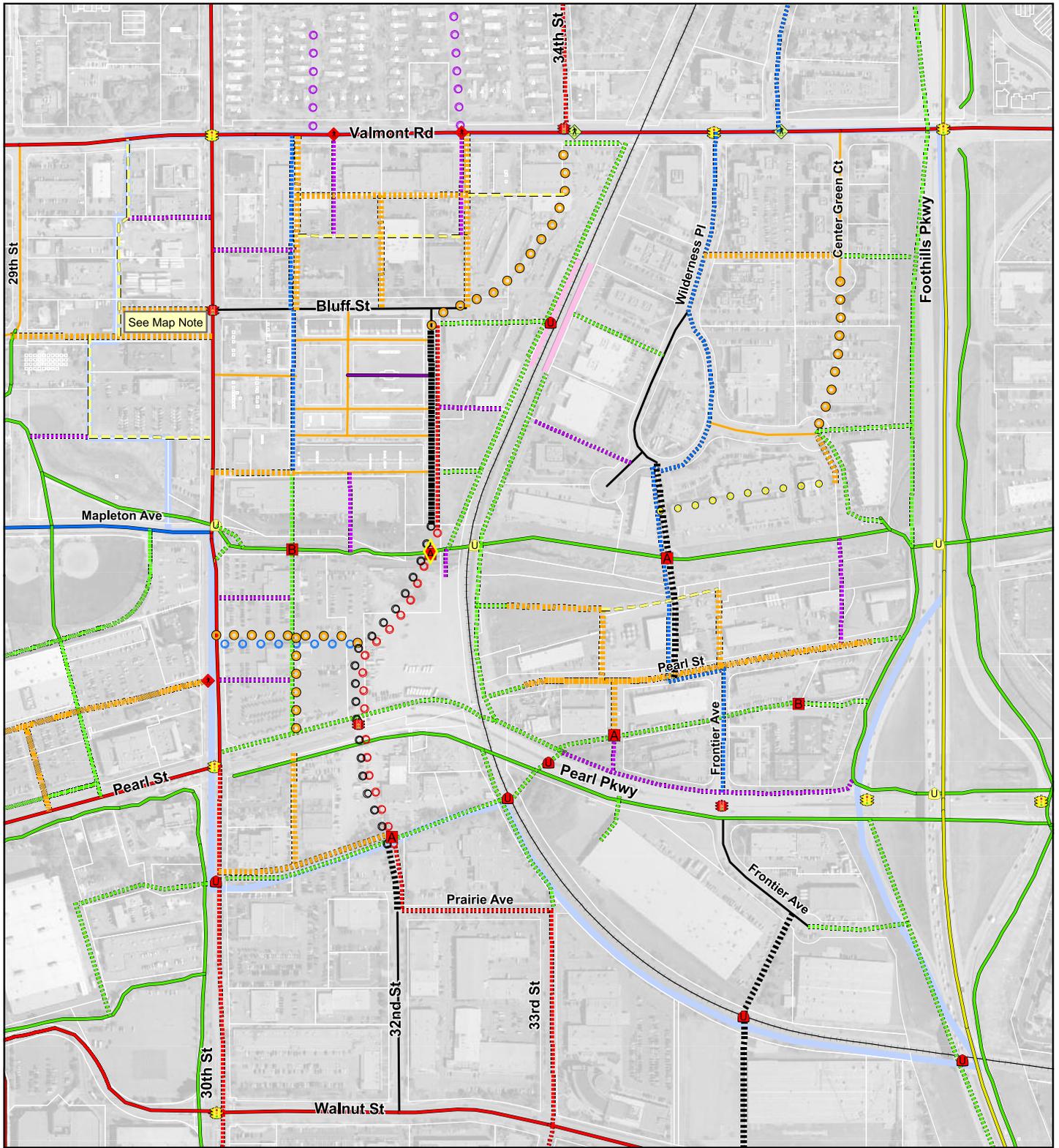


The Connections Plan accommodates all travel modes.

Plan Goals	How Met
<p>Transportation Connections: Create walkable streets in a fine-grain grid pattern, providing for walking, biking and possible car-free zones. Provide multimodal connections within the area to adjacent neighborhoods and to key nearby destinations and activity areas.</p>	<ul style="list-style-type: none"> • Connections Plan provides comprehensive network of connections for all modes, with emphasis on creating walkable block sizes, improving access across arterials to surrounding areas, connecting bike facilities to the larger bicycle network, and serving properties with adequate vehicular access, as they redevelop to higher densities. • Transit and multimodal facility enhancements identified by FLO (FasTracks Local Optimization) project will strengthen travel between the area and downtown and CU.³ • Car-free zones include the Goose Creek and ditch multi-use paths and a civic plaza. Temporary closure of the east end of Bluff Street may be possible for special events. Guidelines identify possible additional car-free or car-reduced zones for the west side of the railroad tracks in the Rail Plaza District and the Pearl Street Center and Steelyards districts. • Streetscape Guidelines allow for a narrow local street option, which reduces space devoted to cars and slows vehicular speeds. • Design Guidelines specify special pedestrian character for Junction Place.

³The FLO project identified transportation facility and service improvements that are needed to support the new regional rail and BRT service.

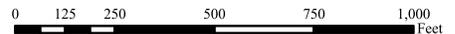
Transportation Connections Plan



Existing Street Connections	Proposed Street Connections	Existing Bike and Ped Connections	Proposed Bike and Ped Connections	Existing Bike/Ped Crossings	Proposed Bike/Ped Crossings
Collector Street	Collector Street	Multi Use Path	Multi Use Path	Enhanced Crossing	Traffic Signal
Local Street	Collector Street - Flexible Alignment*	On Street Bike Lane	Multi Use Path Existing Upgrade	Underpass	Roadway Bridge
Railroad	Collector Street - Upgrade Existing	Designated Bike Route	On Street Bike Lane	Traffic Signal	Enhanced Crossing
Plan Area Boundary	Local Street	Sidewalk Connection	On Street Bike Lane - Flexible Alignment*		Bridge
Proposed Rail Platform	Local Street - Flexible Alignment*	Paved Shoulder	Designated Bike Route - Flexible Alignment*		Underpass
	Local Street - Upgrade Existing		Sidewalk Connection		Enhanced Access
	Alley		Sidewalk Connection - Flexible Alignment*		
	Alley - Flexible Alignment*				

* The start and end points of flexible alignments are fixed (with the exception of #24 in Appendix 3: Connections Explanation).

Map Note: Two alternative alignments are shown for Bluff Street west of 30th Street. The final alignment will be determined as part of a financial feasibility analysis for Bluff Street. For more information see Public Improvement Funding and Phasing Section 2 of the Implementation Plan.





Chapter 5: Transportation Demand Management

Transportation Demand Management (TDM) is a program of specific strategies that promote more efficient use of an existing transportation system by influencing travel behavior. TDM strategies manage the demand placed on the transportation system by:

- increasing travel choices,
- encouraging the use of alternative modes – carpooling, vanpooling, public transit, bicycling, walking, and teleworking, and
- reducing the incentives to use the single-occupant vehicle.

The strategies proposed for the Transit Village area TDM program build on the experience of the existing TDM programs for the Downtown and CU campus, as well as regional TDM efforts. The city will partner with area developers and business owners to implement the program.

TDM is an essential component of the plan, in order to mitigate the traffic impacts of the proposed intensification of land uses. TDM also will support the significant public investment in new transit, capitalize on the new pedestrian and bicycle facilities planned for the area, and help make the area a pedestrian-friendly and affordable place to live and work.

TDM program goals and performance are often measured in terms of modal share. Reasonable, yet challenging, modal share goals have been established for the Transit Village area based on the area's new transit services, transit-oriented land uses and design, and a host of transportation improvements. The goals are as follows: 55 to 70%+ of all trips, including work trips, made by alternative mode, and 40 to 65%+ of work trips made by alternative mode.

The framework for the Transit Village area TDM program is based upon four core elements:

- Parking Control
- Active Promotion of Transportation Options
- Sustainable Program Funding
- Performance Standards and Monitoring

TDM strategies are most effective when these four elements are fully implemented. Details on each core element are provided in the Appendix.

TDM Core Elements and Proposed Strategies

The ideal TDM program for the Transit Village area will include the strategies outlined below for each of the four core elements. The strategies will be phased in as the area redevelops, land use intensifies, transit services and alternative mode facilities improve, and the pedestrian environment develops. The arrival of commuter rail service and full bus rapid transit (BRT) service is used as a key “trigger” event in the phasing. Detailed descriptions of these strategies are included in the Appendix. Although listed separately, many of these strategies were designed to complement one another and are expected to have a compounding effect on trip reduction. (For example, a parking control policy implemented in tandem with an Eco Pass program can result in a more substantial trip reduction than if either strategy is implemented alone.)

Where Does TDM Work Best?

Three ingredients work together to provide the fertile ground necessary for a Transportation Demand Management plan to be effective in providing individuals with transportation choices:

- a sufficient mix and density of land uses,
- pedestrian-oriented urban design that integrates with the transportation system, and
- a comprehensive transportation system that is seamless between different modes of travel.



TDM encourages use of transit, such as The Hop, which will connect the area to Downtown.

“I focus on the importance of designing communities to function in the global warming century. This will allow us to reduce greenhouse emissions and create a survivable community in the era of peak oil and high fuel costs... People will have to live in communities with transportation options other than vehicles.”

- Bob Yuhnke, environmental legal consultant, May 2006 TVAP charrette



Most of the parking in downtown Boulder is managed and priced by the Central Area General Improvement District (CAGID).

Unbundling refers to separating the cost of parking from the cost of a commercial space or housing unit so that real estate is sold or leased separately from the parking that serves it.

Parking Criteria

The following criteria will guide parking provisions for private sector uses in the Transit Village area. They will be enacted by the TDM program.

- Most parking in the area should be unbundled from property sales or leases.
- All parking will be actively managed by property owners or a parking management organization.
- Parking will be priced to incentivize the use of other modes.
- A parking brokerage service will be provided to facilitate a market for unbundled parking spaces.
- Parking maximums and minimums will be established that are specific to the TVAP land uses.
- Shared parking will be utilized to the maximum extent possible.

Parking Control

Parking control refers to the management of parking through supply and pricing. Managed parking is critical for TDM success. For the Transit Village area it will involve:

- unbundling parking for new development in certain zones;
- establishing parking maximums (caps) that will be phased downward over time;
- managing and pricing on-street parking and parking on the city housing/ RTD site (and possibly in other portions of the area) through a district or parking management association (PMA).

Unbundling:

Parking will be unbundled for new commercial and residential development in the Mixed Use-2 and High-Density Residential-1 and -2 land use areas and potentially other areas, except the Service Commercial (see Land Use Plan). Further analysis will be done after plan adoption.

Caps:

The amount of parking will be reduced as the area matures and more alternative mode choices become available.

a. Phase I (present day to arrival of the train in 2014): Current New Development

Parking maximums will be capped at a parking minimum specific to each zone district plus approximately 25 percent. Additional spaces up to 25 percent above the cap may be provided as temporary onsite surface lots or leased spaces from a PMA. Property owners also may continue to request 25 percent *less* than the parking minimum based on current city practices. Further reductions may be achieved by optional shared parking arrangement with other properties.

b. Phase II (2015 to 2016): Full Commuter Rail and Bus Rapid Transit (BRT) Services

Parking maximums will be capped at the parking minimum for each zone. Property owners must eliminate and/or sell, lease or trade excess spaces (those above the parking cap) to other new properties or a PMA. Property owners also may request 35 percent *less* than the parking minimum based on city practices. Further reductions may be achieved through participation in a shared parking arrangement.

c. Phase III (2017 to 2022): Significant Redevelopment of Area

Parking maximums will be capped at the parking minimum for each zone minus approximately 25 percent. Property owners also may request 50 percent *less* than the parking minimum based on city practices. Further reductions may be achieved through participation in a shared parking arrangement.

The exact percentages, parking minimums and applicable zone districts will be determined in plan implementation.



Parking management:

A parking district or PMA will be established for the city housing/RTD site and possibly near the rail stop. On-street parking also will be managed by this organization. Other properties may opt to join the organization (or a similar one created in their area) in lieu of providing parking on their property. A district would be supported by an assessment, while a PMA would be supported by fees in lieu of providing on-site parking. This aspect of parking control will be further analyzed and defined in the plan implementation phase.

Active Promotion

Active TDM promotion refers to the use of education and incentives to encourage the use of alternative modes of transportation.

a. Phase I (present day to 2014): Current New Development

Existing GO Boulder assistance will continue. Membership in a transportation management organization (TMO), or similar entity that provides services related to alternate mode use, will be required for all businesses. GO Boulder or community services include:

- Promotional activities and information (including Eco Pass)
- Telework
- Car/vanpool matching
- ETC network
- Limited car-share service

TMO services include:

- Onsite promotional assistance
- Marketing materials
- Pool bikes
- Tailored commute program development

b. Phase II (2015 to 2016): Full Commuter Rail and BRT Services

Contracted specialized onsite assistance and services including:

- "City Bike" service
- Periodic individualized marketing
- Award point system for alternate mode users
- Annual promotional event
- Transportation concierge
- "Smart Community" network with interactive map/travel tool
- Bike station and smart bike parking

c. Phase III (2017 to 2022): Significant Redevelopment of Area

The full TDM program (all the items listed in the Appendix) will be implemented, including commuter store and fully subsidized Eco Passes.

Sustainable Program Funding

The active promotion and maintenance of a TDM program requires an ongoing and stable source of funding.

a. Phase I (present day to 2014): Current New Development

Public funding will be provided to extend GO Boulder services to the area. Mandatory membership in a TMO or similar entity will provide additional program funding. Grant funding also may be available and will be pursued by the city. An assessment

Transit Parking Options

There are several options for providing parking for transit patrons in the Transit Village area. The ultimate solution will be phased in over time. The first phase will be triggered by construction of the bus facility in 2008; the second phase, by rail service expected in 2014 and full bus rapid transit (BRT) service by 2016.

Options for bus facility parking:

- No initial parking, similar to the downtown station;
- Some surface parking constructed in 2008, with additional parking added as the area matures; or
- A parking structure above the bus station in 2008, designed for potential expansion later by adding floors.

Options for rail patron parking (with the arrival of rail and BRT service):

- No additional parking;
- Additional parking at the bus facility. Previous estimates showed that 450 to 500 parking spaces could ultimately be built there; or
- Additional parking near the rail stop.

Master planning of the bus facility will determine which of these options will be pursued. The number of transit parking spaces will be based on transit ridership estimates by RTD and expected local travel behavior given excellent multimodal connections in the area and the proposed comprehensive TDM pro-



Providing Eco Passes for transit is a key TDM strategy.



Bike to Work Day participants enjoy free breakfast at stations throughout the city.

system for new development will be established through the development review process but not immediately implemented.

b. Phase II (2015 to 2016): Full Commuter Rail and BRT Services
TDM commercial and household assessments will be implemented for approximately 50 percent of program funding.

c. Phase III (2017 to 2022): Significant Redevelopment of Area
Full program funding will be implemented, including commercial and household assessments and parking fees.

Performance Standards and Monitoring

On-going:

Trip generation allowances

Trip generation allowances will be developed for each property based on the increased density established in the plan. This standard will be included in the zone code amendments for area plan implementation.

City monitoring:

- Boulder Valley Employee Survey
- Triennial peak hour driveway counts
- Triennial visitor intercept survey
- Triennial market research

The Implementation Plan outlines the next steps, responsibilities and timeframe for implementing the Transit Village area TDM program. A more detailed plan for parking control and management (including spill-over parking control), as well as the other TDM strategies, will be developed in the implementation phase and will potentially need to be adjusted with the redevelopment of the area over time.

Monitoring Alternative Mode Use

The city conducts annual surveys to monitor alternative mode use in the community. The following are recent survey results:

Travel Mode	All trips by Boulder residents	Trips to work by Downtown employees
Single-occupant vehicle	38.4%	36%
Multiple-occupant vehicle	25%	9%
Foot	18.9%	8%
Bicycle	13.6%	6%
Transit	4%	34%
Combination of modes	*	6%

Plan Goals	How Met
<p>Alternative Modes: Maximize community benefit of the transit investment and allow for a pedestrian-oriented lifestyle.</p>	<ul style="list-style-type: none"> • Land Use Plan concentrates highest densities closest to bus and rail facilities. • TDM program encourages transit use, walking, biking and carpooling and discourages travel by single-occupant vehicle. • Connections Plan provides multimodal access to and from transit facilities. • Design Guidelines seek an attractive pedestrian character for rail and bus stations and surrounding areas.



Chapter 6: Facilities and Services

The impact of the projected growth in the Transit Village area on city facilities and services was evaluated in the Options Assessment (available online), which was reviewed by City Council on September 5, 2006. Additional residents, workers, commuters and shoppers and new buildings in the area will trigger the need for new, expanded or improved transportation facilities, water and sewer lines, flood control and drainage systems, parks and fire and police services, as outlined below. The timing of new facilities and estimated costs and sources of funding are provided in the Implementation Plan.

The Boulder Valley Comprehensive Plan establishes policies that link growth to the provision of adequate public facilities and services. New development and redevelopment should not occur unless adequate public facilities and services are in place or planned to be provided under the city's Capital Improvements Program (CIP) to ensure adequate, cost-efficient service provision to residents.

City departmental master plans establish minimum service standards and plan for new or expanded facilities and services in order to maintain those standards. The CIP and city budget process guide and coordinate the timing and funding for facility and service improvements citywide.

Transportation Facilities

Significant redevelopment potential throughout the area and the plan vision of a comprehensive, multi-modal transportation network necessitates numerous new streets, alleys, sidewalks, paths, bike lanes, and intersection and crossing improvements. These are mapped in the Chapter 4: Transportation Connections. The network will be implemented over time as properties redevelop. The Implementation Plan outlines the probable phasing and timing of these improvements and sources for funding the city's share of improvements. The other essential component of mitigating the traffic impacts of the proposed intensification of land uses is the Transportation Demand Management Program.

Additionally, RTD will build a new bus facility, as well as platforms for rail service.

Utilities

Water Supply and Transmission:

No capital or operating expenditures for water supply are required specifically for the incremental increase above current water use levels due to anticipated growth in Transit Village area.

Water transmission for the area is fairly well-developed; however, one additional eight to 12-inch transmission pipe is recommended to provide system redundancy. The pipe would extend 1,700 feet from the Pearl Parkway and 30th Street intersection to the intersection of Pearl Parkway and Frontier Avenue. Additional eight-inch waterlines will be required to network the area and provide service taps to redeveloped properties. Approximately 2,200 to 3,000 feet of this distribution piping will be needed. These improvements can be timed with redevelopment.



Public facilities and services are planned and funded according to BVCP policies, departmental master plans and the city budget process.



Several underpasses planned for the area will likely incorporate public art.



Wastewater/ Sanitary Sewer Collection and Treatment:

Improvements to the wastewater treatment plant are currently underway to increase capacity. The most recent Wastewater Treatment Master Plan takes into account future growth in the Transit Village area.

Build-out of the area will exceed the planned capacity for wastewater collection. Sanitary sewer pipes will need to be enlarged to meet the anticipated demand. Critical links to pipes on the east side of Foothills Parkway must be enlarged to carry the anticipated flows from the Transit Village area. This will require 4,035 feet of new 10-inch sanitary sewer pipe and three additional pipes bored under Foothills Parkway.

Stormwater Drainage and Water Quality for Goose Creek

Increased stormwater capacity will be needed in the Transit Village area, as redevelopment will increase the total impervious surface area by an estimated five acres. Redevelopment also will present an opportunity to take a more environmentally sustainable approach to handling stormwater runoff. The Transit Village area has been identified as one of the city's highest priorities to reduce stormwater runoff and address water quality improvements. Historically, runoff has been collected and piped by individual properties and emptied unfiltered into Goose Creek. The alternative approach would collect and treat storm runoff on an area-wide basis. A combination of grassed swales and trunk lines from individual properties would drain stormwater into water-quality ponds or terraces along Goose Creek. Stormwater would then percolate into the creek bed, filtering pollutants, improving water quality and enhancing the riparian and aquatic qualities of the creek corridor. This stormwater approach is consistent with the city's Design and Construction Standards and the Greenways Master Plan. Trunk lines would be installed under newly relocated streets. Options for reducing the size of trunk lines using stormwater best management practices (BMP's), such as "green street" landscape filters, porous pavement and filter strips will be explored.



Today the Goose Creek channel between the rail tracks and 30th Street has a concrete liner and rock edging.



By contrast, Goose Creek east of the rail tracks has more diverse wetland vegetation and a more natural creek bed.

Currently there is more land available for ponds or terraces along Goose Creek east of the railroad tracks, but the greatest increase in stormwater drainage will be west of the tracks (particularly from north of the creek). Widening and opening the Goose Creek channel between the tracks and 30th Street would support a greener stormwater system. It also would provide the opportunity to transform this section of the creek from a hot, dry channel into an enhanced wetland similar to the wetlands west of 30th Street and east of the railroad tracks. This would create a critical aquatic and riparian link between those two existing wetlands. In addition to opening the channel, other improvements could include: removing or reducing the retaining walls, removing the concrete channel liner, and re-vegetating with native plants and trees. These improvements would carry out Greenways Master Plan objectives for this section of Goose Creek and would also support the area plan goal of capitalizing on the unique, natural features of the area to create a special place. They could occur with installation of the stormwater system or development of the park on the city housing site. Funding and technical assistance for the project may be available from the Army Corps of Engineers and/or the Environmental Protection Agency. Master planning for the city housing/RTD site will be the first opportunity to consider feasibility and scope.

Transmission Line:

The fiscal and logistical feasibility of undergrounding the North Boulder Transmission Line through the area will be investigated.



Parks

New Pocket Park:

The Valmont City Park and Mapleton Ballfields are relatively convenient to the area, however, to meet Parks and Recreation service standards, a new pocket park will be developed within the area to serve residents south of Goose Creek. The park will be located on the city housing site, adjacent to Goose Creek. Also see the Pocket Park Design Guidelines in Chapter 3: Urban Design.

Access to Heuston Park:

Residents living north of Goose Creek will be served by Howard Heuston Park, located on 34th Street. Pedestrian and bicycle access to the park will be improved by new crossings on Valmont Road and a new bike lane on 34th Street, north of Valmont Road.

Fire

Increased population and traffic congestion in this area as well as in east Boulder and the Twenty Ninth Street area will accelerate the existing need for a new fire station in east central Boulder, in order to maintain the city's response time service standard. The new and larger fire station will replace Station #3 (which will be removed from Arapahoe Avenue & 30th Street) and will be built in an as-yet undetermined location near the Transit Village area. A new ladder truck also will be needed, as well as additional firefighters to staff the truck. It is anticipated that development excise taxes for fire services will cover a pro-rata share of the capital costs.

Police

Approximately seven additional police officers and one new clerical position will be needed to serve the additional population and businesses projected for the Transit Village area, in order to maintain the city's police service standards. One additional vehicle also will be needed for the new officers. It is anticipated that increased property and sales taxes generated by development of the area will cover these additional costs.

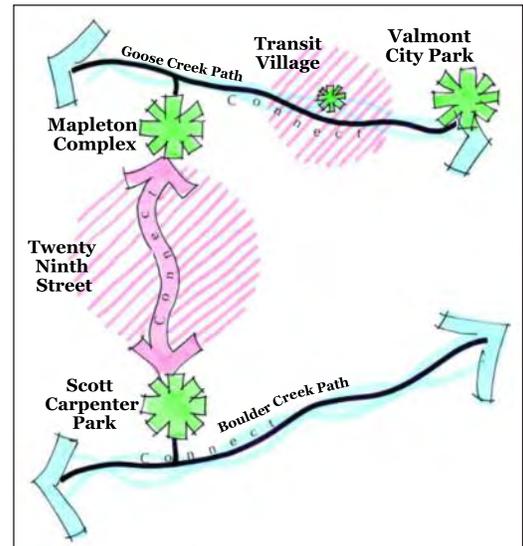
Library

Future increases in job and population levels in Transit Village area can be accommodated without significantly diminishing the city's current library service standards. Service standards will be reviewed in the 2012 Library Master Plan update. The update may also address additional branch facilities or supporting library services, such as a book return, for the area.

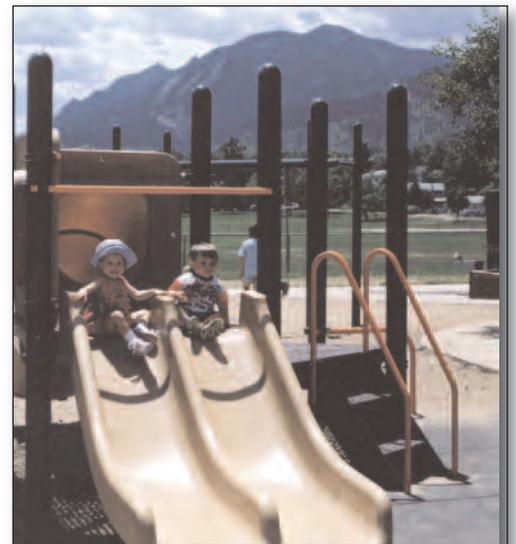
Schools

The existing schools serving the Transit Village area have adequate capacity at all grade levels to accommodate the new students projected for the area. The elementary schools that serve the area are: Columbine, Whittier, and Creekside. The middle school is Casey, and the high school is Boulder High.

Parks - Retail Connection



The Parks & Recreation Master Plan envisions interweaving parks and recreation facilities with key community destinations. Imagine starting a Saturday at Valmont Park, then walking along Goose Creek Greenway to meet a friend arriving at the Transit Village, and continuing past Mapleton Ballfields to Twenty Ninth Street for lunch.



A new pocket park is planned for the city housing site.



Human Services and Economic Vitality

Expanded human services and funding will help ensure a diverse population of residents and workers as the Transit Village area develops. Subsidized child care and/or a HeadStart Program may be feasible in the area, if funding sources and possible locations are identified. Funding sources might include grants, CDBG funds, state and federal funds.

To support minority-owned businesses, the city will consider expanding its subsidy to the Colorado Enterprise Fund for micro enterprise loans to qualified businesses that are unable to obtain financing from traditional sources. The Fund also provides management consulting and business training support to businesses that receive loans. In addition, city business incentive program funding may be expanded to assist minority- and locally-owned businesses. City CDBG-funded grants and/ or loans may be increased to help non-profit organizations purchase or make capital improvements to property in the Transit Village area.

Partnerships between the city and private developers may also provide affordable space in the Transit Village area for non-profits or businesses that provide a community benefit. The developer would offer space in lower lease-rate, probably less visible location, and the city may provide some funding if needed. Non-residential uses on the city housing site could potentially generate funds to subsidize affordable space. Flexible outdoor space for local or minority-owned businesses, such as a mercado¹, may be possible at the civic plaza, pocket park or other public spaces, such as a portion of a street closed at certain times. Alternatively, the mercado could be developed on private property with support from grants or loans.

Environmental Sustainability for Development

With the goal of ensuring the Transit Village area exemplifies environmental sustainability, the city will help property owners and developers pursue green development. In addition to offering a density bonus or other incentives for high-level LEED projects in Mixed Use Industrial-1, the city will promote the LEED-ND certification program throughout the area. LEED-ND (Leadership in Energy Efficient Design for Neighborhood Development) is an industry rating system, currently in the pilot phase, which quantifies the environmental aspects of a project in terms of location, infrastructure, and neighborhood, site and building design. In the future, projects in the Transit Village area may be eligible for a significant number of points toward LEED-ND certification simply by virtue of their location in a walkable area near transit.

Also, the city will investigate incentives for development projects to incorporate innovative techniques for stormwater drainage. Site design for stormwater quality may also achieve city water conservation goals. The recently completed Stormwater Master Plan includes a toolbox of best management practices, identifying various storm drainage and water quality techniques, which could be used throughout the Transit Village area. The area-wide stormwater system and Goose Creek enhancements may present special opportunities to promote use of these techniques. Preliminary ideas for incentives include: education/outreach; design assistance; grants; a graduated fee structure for area-wide stormwater cost-sharing; and city-wide adjustments to the stormwater plant investment fee schedule.

¹The Spanish word for market, a mercado is a public gathering place for buying and selling merchandise typically focusing on the Mexican culture and/ or international wares.



The Plan outlines several ways the city can support local businesses.



Innovative roof drainage features can be integrated with site landscaping.



In addition, the city will work with local environmental organizations, property owners, developers, and the Chamber of Commerce to promote a green technology park. A green “business cluster” could include research and development companies, incubators for entrepreneurs and start-ups, and renewable energy or other environmental associations. Green tech park developments could demonstrate green building technologies and site design, such as living green roofs, porous paving and landscape filtering. The most feasible locations for the tech park are the industrial mixed-use areas east of the railroad tracks, as these proposed land uses allow industrial and technical office uses. Incentives for a green tech park will be investigated after plan adoption. One possibility is a LEED density bonus.

An environmental sustainability plan will be prepared for the Transit Village area after plan adoption. It will identify policies and programs the city could adopt to facilitate development that will support city environmental goals and master plans, including the Waste Reduction Master Plan, Zero Waste Resolution and Climate Action Plan. The Office of Environmental Affairs will collaborate with building and environmental professionals and the city Planning and Development Services to create the plan, and will rely in part on case studies to demonstrate what innovations might work in Boulder.

Public Art

BVCP policies call for artistic elements to be incorporated into public projects and public spaces whenever possible. This may be “functional art,” which is artist-designed elements of the built environment, such as light fixtures, seating, way-finding signage, railings, retaining walls, fencing, special paving, bollards or bus shelters. Or it may be “stand-alone art,” such as sculpture or a water feature.

Possible opportunities for art in the Transit Village area include: the pocket park and civic plaza; the bus and rail facilities; Junction Place and other transportation projects planned for the area, such as the underpasses, bridges and multi-use paths, the terminus of Old Pearl Street, and the depot building interior.

A Public Arts Master Plan was adopted for Boulder Junction by Planning Board (June 2010) and City Council (Aug 2010) to promote and guide the incorporation of art into public improvements. The Arts Commission reviewed the plan.

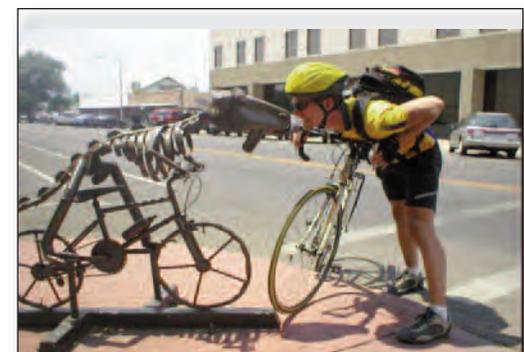
The Arts Commission has set aside limited funding specifically for art in the Transit Village area. Art in the Park funds from the Parks and Recreation Department is a possible funding source for art in the pocket park or plaza. Although currently neither the city, RTD nor the federal Department of Transportation have a policy of including a specific allocation for art in public projects, functional art can sometimes be included in the construction budget.



Art can be readily incorporated into functional elements, such as bridge railings, throughout the area.



Large-scale sculpture at a major street corner can create an exciting city landmark.



Public art will be a key element in making the Transit Village area an engaging, memorable place.



Sherril O'Hara

Supporting library services, such as citizenship classes, will be considered for the area.



Green roofs are one of the stormwater best management practices that will be encouraged.

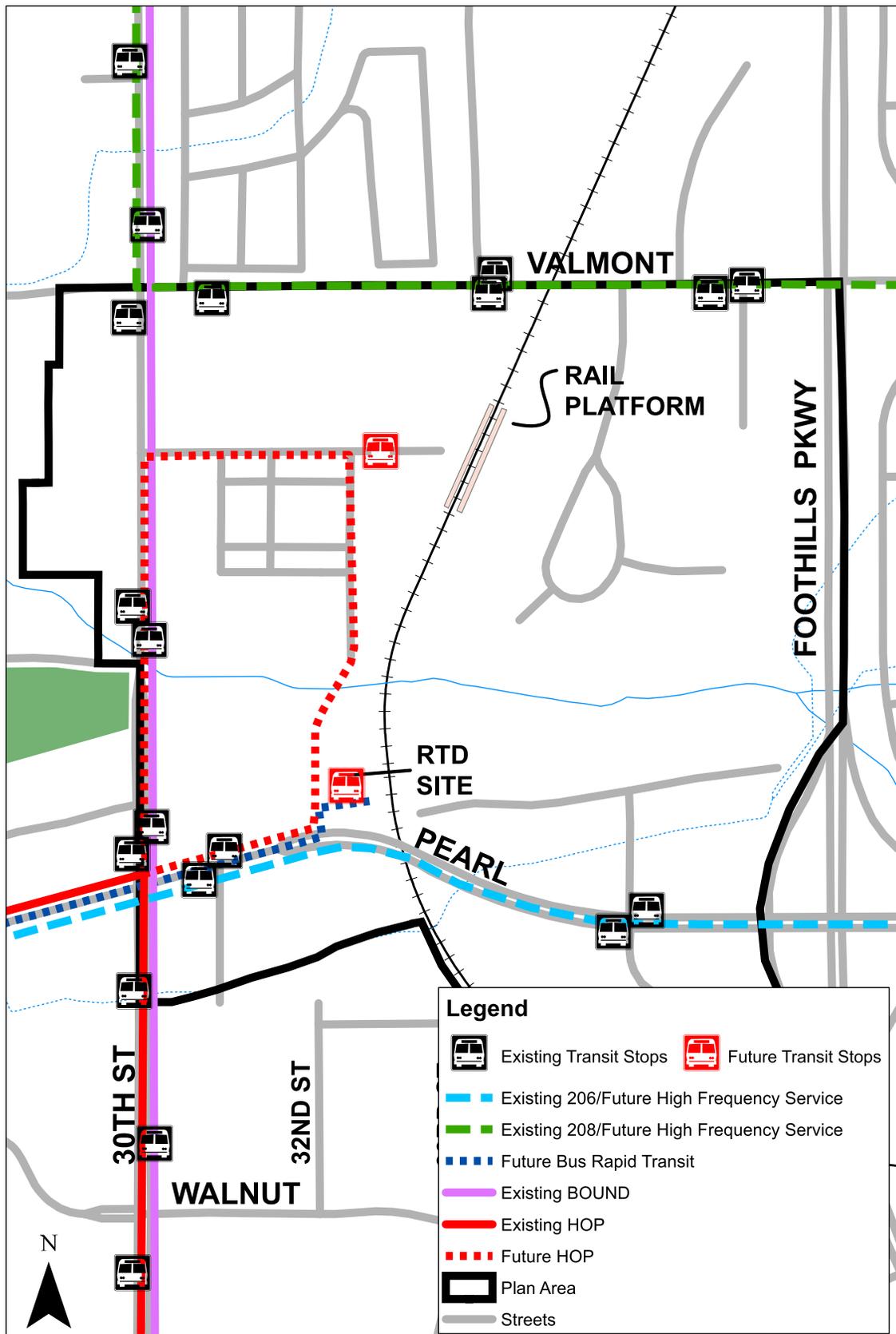


Higher-density redevelopment will create new retail opportunities.

Plan Goals	How Met
<p>Diversity: Support a diverse population of residents and employees through land uses, travel options and services.</p>	<ul style="list-style-type: none"> • Land Use Plan provides for a range of housing and employment opportunities. • New transit services, an improved transportation network, and the TDM program will offer transit users, pedestrians and bicyclists better access, mobility, safety and transportation affordability. • Implementation includes exploring the feasibility of new library, child care and HeadStart services, as well as increased financial assistance for locally- and minority-owned businesses and non-profits.
<p>Environment: Create a place that reflects Boulder's commitment to environmental sustainability and green development that is integrated with the natural features of the area and connects to the larger city fabric.</p>	<ul style="list-style-type: none"> • The proposed high-density, mixed-use development pattern in close proximity to transit and coupled with a TDM program will enable more people to drive less and will use land devoted to parking and buildings more efficiently. • The improved network of pedestrian and bicycle facilities will tie into the larger city alternative-mode network, including better access to the Goose Creek and Boulder Creek greenways and along the North Boulder Farmer's Ditch. • Facilities and Services Chapter calls for a green area-wide stormwater system, and aesthetic, habitat and stormwater enhancements to Goose Creek. • Implementation includes providing incentives for green buildings, a green technology park, and stormwater best management practices, and preparing a TVAP environmental sustainability plan. • Design Guidelines call for incorporating environmental features into the park and plaza, day-lighting the ditch, and considering views of the Flatirons
<p>Economic Vitality: Increase economic activity for businesses and increase revenues for the city.</p>	<ul style="list-style-type: none"> • Land Use Plan provides more opportunity for retail and office uses, particularly in proximity to transit and residential uses, and reduces industrial uses. • Master planning of city/RTD site, as well as market demand and trends, will determine whether regional-scale retail is appropriate and feasible near Pearl and 30th streets. • A more connected street grid will improve access, enhancing the vitality and marketability of commercial space and encouraging additional redevelopment activity. • Implementation includes possible public/ private partnerships for creating a green tech park and for providing affordable office space for community-benefit businesses and non-profits.

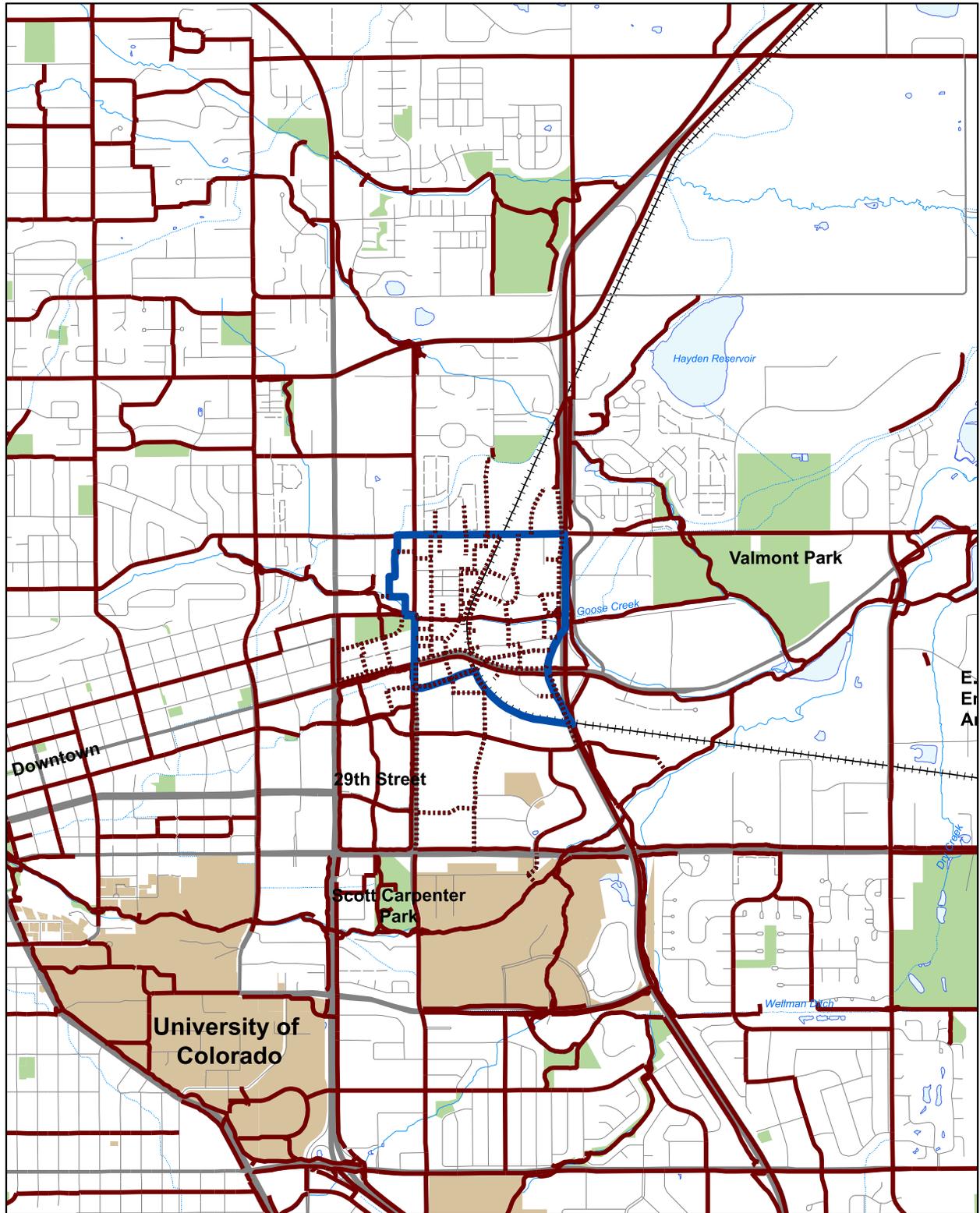


Appendix 1: Existing and Future Area Transit





Appendix 2: Bikeway and Multi-use Path Network



Legend

- Existing Bikeways & Multi-use Paths
- Proposed Bike and Ped Connections
- University Of Colorado Land
- Existing Streets
- Plan Boundary
- Creek
- Ditch
- Railroad
- Existing Park Land





Appendix 3: Connections Explanation and Rationale

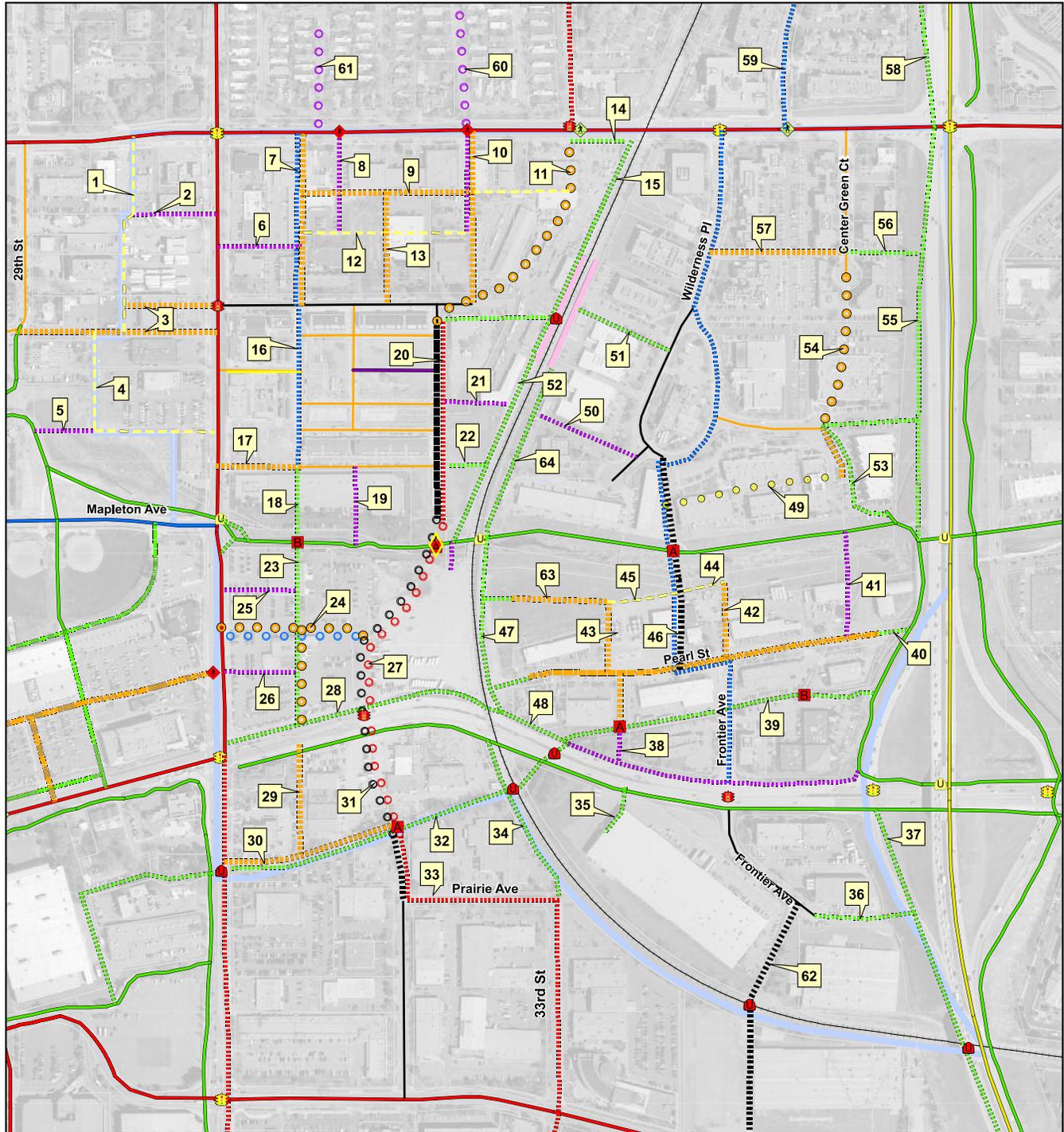
The purpose of this appendix is to provide a detailed explanation and rationale for each connection on the Transportation Connections Plan. It will be used to help interpret the Connections Plan for capital improvement planning and review of individual development review applications.

- 1. Alley:** This connection is intended to break up the large block between 29th and 30th streets and to support rear access to the lots along both 30th and 29th streets as redevelopment occurs. The block face distance between 29th and 30th streets is approximately 600 feet, well over the recommended block size for pedestrian access. And as mixed-use redevelopment occurs along 30th Street, an urban street face is expected, which will eliminate driveway access from 30th Street and necessitate rear lot access for parking and deliveries. The proposed connection has been located approximately 260 feet west of 30th Street and on the nearest property boundary.
- 2. Pedestrian connection:** This connection is located on a property boundary approximately 230 feet south of Valmont Road and approximately mid-way between Valmont Road and the proposed extension of Bluff Street. The location of this connection is flexible but is meant to meet the objective of providing a pedestrian connection at least every 200-300 feet in a mid-block location.
- 3. Bluff Street extension:** The continuation of Bluff Street between 29th and 30th streets is a primary connection about 750 feet south of Valmont Road and provides a key east-west connection in the area. Given the location of Goose Creek and development along 28th Street, this is the only reasonable opportunity to provide an east-west connection between Valmont Road and Mapleton Avenue. Access to this portion of 29th Street is difficult and the connection of Bluff Street will significantly improve access to the area for all modes.
- 4. Alley:** This loop between 30th Street and the new Bluff Street is entirely located on property boundaries which results in an offset from Connection #1. This results in deep lots along 30th Street that will likely require a north-south alley to serve these parcels. Located just over 400 feet south of Bluff Street, this gives the maximum block face length for a pedestrian friendly environment on 30th Street, provides access to the Goose Creek greenway and natural area, and provides a buffer between the natural area and redevelopment to the north.
- 5. Pedestrian connection:** This short link provides an easy and direct connection to the Goose Creek greenway which will be a major amenity to residents in the area.
- 6. Pedestrian connection:** This connection is located on a property boundary approximately 320 feet south of Valmont Road and provides a break and buffer between the existing service commercial uses and the proposed mixed-use to the south. The location of this connection is flexible but is meant to meet the objective of providing a pedestrian connection at least every 200-300 feet in a mid-block location.
- 7. Local connection:** This road will extend the existing 31st Street in Steelyards and is located on existing property boundaries. This connection is located about 250 feet east of 30th Street and will create the fine-grained street network that is friendly to pedestrians.

While this is a desirable long-term connection, existing uses and the Service Commercial land use designation retained on the parcels along Valmont will make this connection dependent on property consolidation and redevelopment. Retaining the Service Commercial land use designation limits the incentive for redevelopment and will make it more difficult to achieve this connection. Without significant redevelopment opportunities, it is likely that the city would need to pay for right-of-way (ROW), if it can be acquired at all. Given the likely long-term nature of this connection through the properties along Valmont Road, a near-term pedestrian connection (#8) is shown on the east side of the eastern property to provide pedestrian access through the currently impermeable block face along Valmont Road.
- 8. Pedestrian connection:** As noted above, this pedestrian connection will penetrate the current

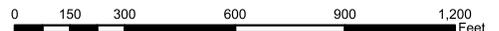


Connections Explanation



Legend

Existing Street Connections — Collector Street — Local Street — Railroad — Plan Area Boundary — Proposed Rail Platform	Proposed Street Connections ■ Collector Street ○ Collector Street - Flexible Alignment* ■ Collector Street - Upgrade Existing ■ Local Street ○ Local Street - Flexible Alignment* ■ Local Street - Upgrade Existing ■ Alley ○ Alley - Flexible Alignment*	Existing Bike and Ped Connections — Multi Use Path — On Street Bike Lane — Designated Bike Route — Sidewalk Connection — Paved Shoulder	Proposed Bike and Ped Connections ■ Multi Use Path ■ Multi Use Path Existing Upgrade ■ On Street Bike Lane ○ On Street Bike Lane - Flexible Alignment* ■ Designated Bike Route ○ Designated Bike Route - Flexible Alignment* ■ Sidewalk Connection ○ Sidewalk Connection - Flexible Alignment*	Existing Bike/Ped Crossings ■ Enhanced Crossing U Underpass ■ Traffic Signal	Proposed Bike/Ped Crossings ■ Traffic Signal ■ Roadway Bridge ■ Enhanced Crossing ■ Bridge ■ Underpass ■ Enhanced Access
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barrier of development along Valmont Road and allow pedestrian access from Valmont Road into the redevelopment of the area. The connection is about 380 feet from Valmont Road and at the upper limit of the desired length between pedestrian connections. While it is mapped on the property boundary, its location is flexible and would be more desirable closer to 30th Street.

- 9. Local connection:** This connection is shown as a local road, providing a break and buffer between the service commercial land uses on Valmont Road and the High-Density Residential-1 land use to the south. The road is located on property boundaries and had previously been identified as an alley, but was requested as a road by the major property owner to the south.
- 10. Local road and pedestrian connection:** This connection will provide access by penetrating the current barrier of development along Valmont Road and allow movement from Valmont Road into the redeveloped portion of the area. The connection also provides a break and buffer between the land uses of Service Commercial and High-Density Residential-2. Both types of connections are shown, as the Service Commercial designation of properties along Valmont Road limits their redevelopment potential. So it is hoped that a pedestrian connection could be achieved in the near term without significant impact on the properties, and the road connection achieved if redevelopment does occur. The connection is about 450 feet from the first pedestrian connection east of 30th Street and therefore is slightly past the upper limit of the desired length between pedestrian connections. While it is mapped on the property boundary, its location is flexible and would be more desirable closer to 30th Street.
- 11. Local connection:** This local road provides a connection to Valmont Road at 34th Street and will allow for a signalized intersection at this location, providing full turning movements. This will provide access from the Transit Village area and will improve access for the neighborhood to the north as well as provide a protected crossing opportunity for bikes and pedestrians. It is intended to be flexible in location within the parcel, pending site design.
- 12. Local connection:** This connection is shown as an alley, providing parking and service access to the adjacent parcels. It is located on the property boundaries of two parcels and divides three parcels, but will provide the needed access to the very deep and oddly shaped properties along Bluff Street. Without an access in this general location, an extensive system of private drives and parking lanes would likely be provided on each individual property and access would likely be limited between properties.
- 13. Local connection:** This local road breaks up the long block along Bluff Street and provides access to both the east-west alley and local road to the north. It is located on property boundaries to minimize impacts on each property.
- 14. Multi-use path:** This short section of multi-use path along the south side of Valmont Road provides a connection from the protected crossing of Valmont Road to the multi-use path along the railroad tracks. This connection will provide a safe, off-road connection for bicyclists accessing the future rail platform.
- 15. Multi-use path:** This multi-use path along the west side of the railroad tracks provides access from Valmont Road to the future rail platform. This connection provides a safe, off-road alternative for those who do not wish to bike on Junction Place or other roadways to the rail platform.
- 16. Bike route:** The bike route on 31st Street through the Steelyards is intended to form part of a complete bike facility between Pearl Street and Valmont Road. 31st Street is a low traffic volume street appropriate for a bike route and does not have room for bike lanes.
- 17. Local connection:** This connection completes a street in the Steelyards as well as providing bicycle and pedestrian access in the development off of 30th Street. It is about 320 feet south of the central access into Steelyards and given the existing Steelyards development, is the first location south of Steelyards to establish a pedestrian connection off of 30th Street. It will also provide improved access to the parcel to the south. This likely would be a right-in/right-out street.
- 18. Multi-use path:** This path connects the Steelyards to the bike/ped bridge over Goose



Creek. It forms part of a complete bike facility between Pearl Street and Valmont Road and provides access to Goose Creek from development east of 30th Street and west of Junction Place.

19. **Pedestrian connection:** This connection provides access from the residential portions of the Steelyards to Goose Creek. It is located about 250 feet midway between connection #23 and Junction Place and therefore provides reasonable pedestrian access the Goose Creek multi-use path.
20. **Bike lanes:** While this bike connection between Goose Creek and Bluff Street is mapped as a bike lane, development of Junction Place as a shared use special street would put bikes in the street with limited motor vehicle traffic. While it is likely that the bike facility will change character in different sections of Junction Place, the intent of the connection is to have an excellent bike facility between Pearl Street and Valmont Road and provide access to both the bus facility and the rail platform.
21. **Pedestrian connection:** This connection provides access through development along the railroad tracks to the southern end of the rail platform.
22. **Multi-use path:** This multi-use path provides bike access to the multi-use path along the west side of the tracks and to the rail platform. It continues the connection from 30th Street established by Connection 17 and the existing street in Steelyards.
23. **Multi-use path:** This path connects the city housing site to the bike/ped bridge over Goose Creek. It forms part of a complete bike facility between Pearl Street and Valmont Road and provides access to Goose Creek from development east of 30th Street and west of Junction Place. It is intended to be flexible in location pending site design.
24. **Local connection and bike route:** This connection provides vehicular access to the city housing site, as well as bicycle and pedestrian access from the future development to 30th Street and Crossroad Commons. It is located about 400 feet midway between Goose Creek and Pearl Street. This likely would be a right-in/right-out street. It is intended to be flexible in location pending site design.
25. **Pedestrian connection:** This connection is located approximately mid-way between Goose Creek and

the proposed road in the center of the city-owned parcel. The location of this connection is flexible but is meant to meet the objective of providing a pedestrian connection at least every 200-300 feet in a mid-block location.

26. **Pedestrian connection:** This connection is located approximately mid-way between the proposed road in the center of the city-owned parcel and Pearl Parkway. The location of this connection is flexible but is meant to meet the objective of providing a pedestrian connection at least every 200-300 feet in a mid-block location and to provide a protected pedestrian crossing of 30th Street to Crossroad Commons.
27. **Primary connection and bike lanes:** This section of Junction Place provides access off of Pearl Street for the bus facility and is part of the new spine through the area. This connection will be signalized at Pearl Street to accommodate bus and vehicle turning movements. Bike lanes are proposed given the higher level of vehicle traffic on this section of Junction Place. While it is likely that the bike facility will change character in different sections of Junction Place, the intent of the connection is to have an excellent bike facility between Pearl Street and Valmont Road and access both the bus facility and the rail platform. It is intended to be flexible in location pending site design.
28. **Multi-use path:** This path connects the 30th Street and Pearl Street intersection and the bike lanes on 30th Street with Junction Place on the north side of Pearl Street. This path will likely be developed as a wide urban sidewalk and complements the multi-modal path on the south side of Pearl Street.
29. **Local connection:** This local street will break up the long block between 30th Street and Junction Place which otherwise would be about 480 feet. It follows existing property boundaries and an existing access alley and will provide the back door access needed for parking and deliveries for redevelopment along 30th Street.
30. **Local connection and multimodal path:** This local street provides access off of 30th Street to Junction Place. The multi-use path along the ditch will include a grade-separated crossing of 30th Street and facilitate access to Twenty Ninth Street. The underpass has federal funding and is



part of the city's Capital Improvements Program. This multimodal path is shown in the Transportation Master Plan (TMP).

- 31. Primary connection and bike lanes:** The southern extension of Junction Place provides a key connection to the employment area to the south. This connection is shown in the TMP as a collector and will allow traffic from Walnut Street to reach Pearl Street without using 30th Street. Reconnecting the grid with this connection will provide congestion reduction on 30th Street and increase the travel options within the area. Bike lanes will provide a direct on-street bike facility from Walnut Street to the regional transit facilities.
- 32. Multimodal path:** This path continues the multimodal path to the west and is shown in the TMP.
- 33. Bike lanes:** These bike lanes on Prairie and Junction Place will continue direct bike access from Walnut Street to the regional transit facilities.
- 34. Multimodal path:** This path will extend from the northern end of 33rd Street to Pearl Street along the railroad tracks. This connection will be an alternative to the on-street bike lanes on Prairie and Junction Place. A regional bike facility is shown the TMP along the railroad tracks. It will provide convenient access to the multimodal path along the ditch.
- 35. Multimodal connection:** This short connection is flexible and intended to illustrate a bike connection from the multimodal path along Pearl Street to the internal circulation system on these parcels.
- 36. Multimodal connection:** This short connection is flexible and intended to illustrate a bike connection from the multimodal path along Foothills Parkway to Frontier Avenue and the internal circulation system on these parcels.
- 37. Multimodal path:** This path will continue the existing path along the west side of Foothills Parkway and contribute to a complete bike facility along the parkway. Given the limited opportunities to cross Foothills Parkway, this will be a companion facility to the multimodal path along the east side of Foothills Parkway and will provide a primary north-south off road bike facility from the Boulder Creek Path to Valmont Road.
- 38. Local connection:** This connection provides access from Old Pearl Street. The portion south of the ditch is pedestrian only.
- 39. Multimodal path connection:** This path will continue the path along the ditch to Foothills Parkway multi-use path and will include underpasses at Pearl Parkway, the railroad tracks and Connection #38.
- 40. Multimodal connection:** This short connection is flexible and intended to illustrate a bike connection from the multimodal path along Foothills Parkway to Old Pearl Street.
- 41. Pedestrian connection:** This connection provides access from the mixed-use industrial and residential areas along Old Pearl Parkway to Goose Creek. It is flexible in location with the intent that it be about midway between Frontier Avenue and the Foothills Parkway path to provide reasonable pedestrian access to the Goose Creek multi-use path. The distance between Frontier Avenue and the Foothills Parkway path is about 600 feet.
- 42. Local connection:** This short roadway extends north of Old Pearl to provide access to redeveloping parcels and to connect to the proposed alley and local street north of Old Pearl Street.
- 43. Local connection:** This connection provides access from the mixed-use industrial and residential areas along Old Pearl Street to Goose Creek. It is flexible in location with the intent that it be about midway between the multimodal path along the railroad and the road connection to Wilderness Place. The distance between these facilities is about 670 feet.
- 44. Alley connection:** This connection provides loading and parking access to the redevelopment parcels along Old Pearl Street and provides public access to the frontage of the Goose Creek greenway.
- 45. Alley connection:** This connection provides loading and parking access to the redevelopment parcels along Old Pearl Street and provides public access to the frontage of the Goose Creek greenway.
- 46. Primary connection:** This roadway and bridge across Goose Creek provides a key connection



between the Wilderness Place development and the redevelopment areas along Old Pearl. This is a key link in reconnecting these neighborhoods and establishing a grid in this area, and will provide a travel option to the major arterials of 30th Street and Foothills Parkway.

47. **Multi-use path:** This path along the east side of the railroad tracks provides access from Pearl Parkway to the future rail platform. It will provide a safe, off-road alternative for those who do not wish to bike on roads. It also provides a connection to the planned multimodal system along Pearl Parkway and the ditch.
48. **Multi-use path:** This connection provides access to the path along the east side of the railroad tracks from the west end of Old Pearl Street, connecting the street system to the path system.
49. **Alley connection:** This connection provides access through the High-Density Residential-2 development and could be a narrow street depending on the site design of redevelopment in this area. It is intended to be flexible in location pending site design.
50. **Pedestrian connection:** This connection provides access to the south end of the rail platform from the street system in Wilderness Place.
51. **Multi-use path:** This connection provides direct access to the rail platform and track crossing from the street system in Wilderness Place.
52. **Multi-use path:** This multi-use path along the west side of the railroad tracks provides access from Goose Creek to the future rail platform. This connection provides a safe, off-road alternative for those who do not wish to bike on Junction Place or other roadways to the rail platform and connects to the Goose Creek multimodal path and multimodal paths to the south, including the connection to Twenty Ninth Street.
53. **Multi-use path:** This path provides a connection from Wilderness Place to the path along Foothills Parkway.
54. **Local connection:** This connects Center Green Court to the cul-de-sac to the south with the intent of providing a finer street grid for improved mobility and access. It should also provide sidewalks for pedestrians. This connection will occur only when the adjacent parcels redevelop. It is intended to be flexible in location pending site design.
55. **Multi-use path:** This path will continue the existing path along the west side of Foothills Parkway and contribute to a complete bike facility along Foothills Parkway. Given the limited opportunities to cross Foothills Parkway, this will be a companion facility to the multimodal path along the east side and will provide a primary north-south off-road bike facility from the Boulder Creek Path to Valmont Road.
56. **Multi-use path:** This short connection is flexible and intended to illustrate a bike connection from the multi-use path along Foothills Parkway to Center Green Court.
57. **Local connection:** This connection will connect Center Green Court and Wilderness Place south of Valmont Road. This connection will occur only when the adjacent parcels redevelop and should provide sidewalks for pedestrians.
58. **Multi-use path:** This facility will continue the multi-use path on the west side of Foothills Parkway to the north and will tie into the existing multi-use path to the north.
59. **Bike route:** This bike facility provides a connection from properties north of Valmont Road to the protected crossing of Valmont Road.
- 60 and 61. **Pedestrian connection:** The enhanced crossings of Valmont Road and the pedestrian connections to the north are intended to provide connections into the neighborhoods to the north. The connections are intended to be flexible in location pending further investigation but reflect the priority of having the Transit Village area well-connected to the surrounding community.
62. **Local connection:** This road will connect Frontier Avenue to Walnut Street and include an underpass at the railroad tracks. This will significantly improve access to this area and support the planned increase in land use intensity. This connection was suggested by the property owners with the understanding that they will pay for the full cost of this street and underpass.
63. **Local connection:** This connection provides access to the large land-locked parcel along



Goose Creek. It is flexible in location with the intent that it be about midway between the Old Pearl and the right-of-way of the Goose Creek Greenway.

- 64. Multi-use path:** This multi-use path along the east side of the railroad tracks provides access from Goose Creek to the future rail platform. This connection provides a safe, off-road alternative for those who do not wish to bike on Wilderness Place or other roadways to the rail platform and connects to the Goose Creek multi-modal path.



Appendix 4: Detail on Transportation Demand Management (TDM) Core Elements and Strategies

Parking Control

Parking District

Parking districts provide and manage parking through a single management entity. This allows the various land uses to share parking rather than allocating specific parking spaces to certain land uses and individuals.

Parking Management Association

This is typically a public-private partnership for the provision and management of shared parking resources and potentially transportation management activities. Activities are aimed at creating a market for parking through sharing, leasing, trading and brokering spaces. The PMA can also provide new parking supply as development progresses.

Shared Parking

Shared parking reduces the number of parking spaces needed within an area by allowing different uses to access the same parking spaces. At mixed-use developments, the various uses tend to have different parking demand peaks. An office, restaurant and retail store can share parking because the office's peak parking demand will occur in the afternoon, the restaurant's in the evening, and the retail store's on the weekend.

Unbundled Parking

Unbundled parking allows residents and employers to purchase as little or as much parking as they like, separate from their property purchase lease. For example, rather than renting an apartment with two parking spaces for \$1,000 per month, an individual can rent the apartment for \$850 per month with no parking spaces and choose to pay \$75.00 per parking space needed.

Parking Pass Options

Monthly parking passes require workers to pay for an entire month's worth of parking regardless of actual day-to-day parking needs. These policies encourage individuals to drive rather than use alternative modes, because their parking space is already paid for. Allowing workers to pay for parking on a daily basis encourages the use of alternative

transportation modes. Residents are allowed monthly parking passes as they will always need a place to park their cars, whether their cars are used or not.

Active Parking System with Ability to Accept a Variety of Payment Options

Active parking systems make paying for parking easy and convenient, which makes paid parking more acceptable and improves compliance. Options include payment kiosks that accept debit cards, credit cards, cash and coins, or a "Community Card;" in-car parking meters; and parking meters that accept coins and keys that are preloaded with funds.

Preferential Parking for Carpools and Vanpools

Preferential parking encourages carpooling and vanpooling by giving those modes reduced parking rates and/or better access to their destinations. Ten percent of work-related parking spaces (or more if demand warrants) should be allotted for carpools and vanpools and should be the most convenient at the site.

On-Street Parking Focused on Short Term and Turnover

On-street parking is an important tool for providing access for high priority trips such as deliveries and shopping. Limiting on-street parking to one to two hours encourages turnover and favor shorter-term users.

Parking Caps with Variable Pricing

The supply of parking will be limited by parking caps that vary by uses and can be further reduced through shared parking opportunities. The caps should match the modal split goals outlined in the TDM Plan. Possible spill-over impacts (unauthorized parking in specifically allocated spaces) need to be addressed and controlled. The price of the parking spaces will be managed by the parking district and/or parking operator to control demand based on available supply. Pricing may vary by day and time of day.



Active TDM Promotion

New Resident and New Employee Welcome in Person, in Packets and Electronically

Individuals are often unaware of the transit and bicycle routes and carpool/vanpool opportunities that serve the areas where they live and work. Providing them with customized information in person, via information packets or through electronic means, allows them to know all of the travel options available to them. Personalized contact with a transportation concierge has been shown to increase the use of alternative transportation modes. Merchant tie-in promotions can also help introduce new options by asking people to try a new mode in order to receive an incentive.

Transportation Concierge

An on-site transportation concierge provides assistance to individuals who have questions about how to use transit and other alternative modes. This can include basic items, such as where to wait for a bus, and assistance with route planning. This service may be managed through a contract with Boulder East TMO, and may be housed at a bike station/commuter store.

Access Guide

An access guide provides recipients with information about available transportation options and events in a single document. The guide is meant to make the use of alternative modes simple and to provide another venue to educate users about various incentive and parking programs. (Similar information can also be provided electronically.)

Promotional Events

Promotional events rally individuals and companies around the use of alternative transportation modes. Current events in the region include, "Walk & Bike Week," "RideSmart Thursdays" and "International Walk to School Week." These events encourage people to try new ways of getting to work, to school and around town. Data have shown that some participants continue to use alternative transportation modes after the events' conclusions.

Proactive, On-Going Media Effort

A proactive, on-going media effort can be used to build the Transit Village image and acknowledge exceptional efforts of residents, employees and patrons, which rewards positive behavior and can encourage friendly com-

petition among businesses.

Award Point System for Alternative Mode Users

Award point systems, often called pay for performance programs, offer rewards or cash incentives to individuals who use alternative modes. Every day that a commuter uses an alternative, he or she is credited with points that can be redeemed for prizes. Points are accumulated over time and encourage individuals to continue to use alternative travel modes. This program could be measured using "Community Cards".

Transit Support

Eco Pass for All

Eco Passes are purchased annually from RTD and entitle holders to unlimited use of RTD buses, light rail, and Call-n-Ride services. Every resident and employee in the Transit Village should carry the card. When combined with paid parking, the Eco Pass has significant potential to increase transit use.

Subsidized Carshare

Carshare programs allow individuals to rent cars for short periods of one hour or more through a carshare service. Participants become members of the service, are able to make reservations online, and can automatically pay rental charges via credit card or bank transfers. Different vehicle models are generally available, which allows members to rent SUVs for moving large items or smaller cars for simple trips. On-street and garage parking spaces would be available for easy parking and access to the vehicles. Carshare programs allow households to avoid purchasing second or third cars and, in some cases, encourage households to have no cars.

"City Bike" Bikeshare Service

Bikeshare service offer bicycles at convenient on-street and other locations where residents, employees and visitors could rent a bike for a short term and return it to any of the racks throughout the area. The system has electronic locking devices and payment can be made through use of a credit card or membership account. This service would be subsidized by the TDM Program. The bike station/commuter store would maintain the bikeshare service. It would be similar to innovative programs currently offered in Europe where renting a bike is as easy as pushing a button on your phone



to unlock a bike. When a user is done with the bike, he or she simply returns it to a rack in the area.

Bike Station and On-Site Facilities

Bike stations provide commuters with shower facilities, valet parking for bikes, repair service and general bicycle resources. The bike station would be located adjacent to the transit station. For sites that cannot conveniently access the bike station, buildings with 50-100 employees should provide one on-site shower. In buildings with 100- 250 employees, one shower for each sex should be provided. Buildings with over 250 employees should provide at least four showers, with two of them being accessible to the disabled.

Commuter Store

The commuter store would expand the bike station into a full service transportation resource center with a store offering items that support the use of alternative transportation options.

Telework

Telework stations offer work cubicles and equipment for daily rental. Residents in the area could replace a commute trip if their employer allows teleworking. Some stations could be provided in higher density residential facilities and in the commuter store.

Interactive Transportation Web Site

An interactive transportation Web site would provide quick, easy, 24-hour access to maps, schedules, links to resources, a calendar of events, emergency information, transit schedule changes, trip planning and notices of service interruptions. It could also provide information about other community services.

Location Efficient Mortgages

Location Efficient Mortgage services allow a mortgage lender to recognize the transportation-related cost savings of living in convenient, high-density communities with transit access by adding the savings onto the qualifying income of the consumer. For instance, a household making \$50,000 may qualify for a 30-year loan of \$163,000 at an 8% interest rate using conventional underwriting guidelines. Using Location Efficient Mortgage services, that same household could qualify for a \$213,000 mortgage — depending on how “location efficient” their desired home is. The anticipated level of the savings results from

extensive studies on auto ownership, driving levels, transit access and other variables that identify the amount households are spending on their transportation needs.

Performance Standards and Monitoring

Trip Generation Allowances

Trip generation allowances will be developed for each property based on the increased density established in the plan. For example, if a property has an allowable FAR of 0.5 and the estimated trip generation at full build-out is determined to be 100 peak hour trips and the property seeks to increase its FAR to 2.0 (x 4), the trip generation allowance can only increase to 200 (x 2). The additional trips must be reduced through TDM measures. Additionally, the trip generation allowance may be adjusted downward based on potential impact to the surface street network.



Appendix 5: Background Information

Relationship of Transit Village Area Plan to Other City Plans and Processes

The Boulder Valley Comprehensive Plan sets the broad policy and land use context for area plans. City departmental master plans inform, and are informed by, area plans regarding future public facility and service improvement needs. The Capital Improvements Program (CIP) schedules the capital improvements by the city for the coming six years, including those public improvements identified by an area plan. The CIP is dependent on the city's operating budget.

Development proposals that exceed certain building or parcel size thresholds, that request variances to minimum code requirements, or that propose certain uses must complete a city Development Review process, such as Site Review or Use Review. Projects subject to Development Review must conform with any applicable area plan.

Summary of Area Planning Process

The area planning process was initiated in January 2005, with four planning phases:

Phase I. What are the project goals?

- Data gathering, identification of opportunities and constraints
- Goals, objectives and direction
- Plan process
- January 2005 – April 2005

Phase II. What is the community's vision?

- Community workshops to develop preliminary concepts
- Future local and regional transit
- Community needs analysis
- May 2005 – April 2006

Phase III. What are the options?

- Community workshop to develop options
- Analysis and evaluation of options
- Development of implementation approaches
- May – August 2006

Phase IV. Which option should be adopted?

- Public outreach on options
- Selection and refinement of option and implementation approach
- Plan review and adoption
- September 2006 – September 2007

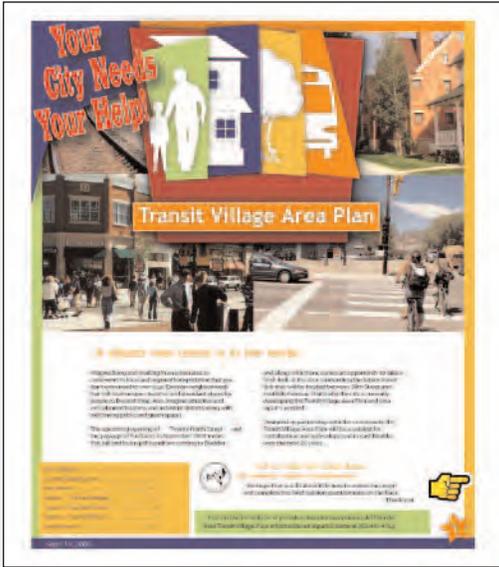
Each phase involved public outreach, as well as direction from the Planning Board and City Council. The Transportation Advisory Board (TAB) made recommendations on transportation issues, and the Parks and Recreation Advisory Board (PRAB) did likewise on the parks components of the plan. Outside experts provided information and analysis at key points in the process, and numerous meetings were held with area property owners. A detailed report on the schedule of public participation opportunities and the input received is provided in a supplemental document, the *Transit Village Area Plan Public Participation Report*.



A three-day community workshop was held in May 2006 to develop land use and urban design options for the area.



Public participation in the area planning process included small group discussions at community meetings.



A newspaper insert presented three land use options to the public for discussion and input.

The planning process was managed by the Planning Department and involved staff from the Transportation, Housing, City Attorney's Office, Finance, Parks and Recreation, Utilities, Environmental Affairs, Economic Vitality and Fire departments, as well as from RTD.

Plan Vision, Goals, and Objectives

Planning Board, TAB and City Council approved preliminary goals, objectives and direction on the Transit Village Area Plan in the first phase of the planning process. After reviewing input from the community in the second phase of the process, the Planning Board and Council created a vision statement and revised the project goals and objectives in May 2006.

Options & Options Assessment

The plan goals and objectives provided the direction for developing the land use and transportation options in Phase III of the planning process. Three land use options for the area were presented to the public, Planning Board and City Council for discussion and input. Each option represented a different combination of specific land use prototypes. An options assessment evaluated and compared each of the three options as well as current trends, in regard to social, environmental and economic sustainability, community design policies, and impacts on city facilities and services.

Three options considered

Three land use options were presented to the public, Planning Board and City Council for input. Option 2, with some modifications, was selected as the basis of the plan.

Option 1: "Junction Village" – a new urban village with a diverse mixture of housing and a neighborhood feel with two and three-story buildings; the lowest-density/growth option

Option 2: "Junction Center" – a lively new urban center, expanding the regional/city-wide draw of the adjacent Boulder Valley Regional Center; overall higher-density than Option 1, with four to five-story, mixed-use buildings close to the new transit facilities

Option 3: "Junction Place" – a diverse employment district with a focus on commercial and office uses; a range of one to five-story buildings; as much new housing as Option 1, but with significantly more non-residential than Options 1 or 2.

The Bones

All three options included a set of core elements, referred to as "The Bones." These elements reflected the best ideas gathered from community meetings. The Bones became the urban-design framework for the plan. The elements of The Bones included the following: Junction Place as a unique, new north-south street; Goose Creek as a natural amenity and connector to other green spaces; and new transportation connections for all modes to key destinations beyond the area. The rest of The Bones elements were character districts, which are addressed in Chapter 3: Urban Design.

Option Selection

In Phase IV of the planning process, Planning Board and City Council selected a preferred land use option that was most similar to Option 2.

Throughout Phase IV, staff, the public, Planning Board and City Council continued to consider and refine:

- proposed land uses;
- transportation connections;
- streetscape concepts for Junction Place and 30th Street;
- transportation demand management and parking strategies;
- social, environmental and economic sustainability strategies; and
- plan implementation, including public improvement phasing and funding.

All of these elements were pulled together into a draft plan that was released to the public, boards and Council in May 2007 for review, discussion, refinement and adoption.



Plan Adoption

The final Transit Village Area Plan was adopted by Planning Board on August 30, 2007, and by City Council on September 18, 2007. TAB provided final recommendations to Planning Board and City Council on the transportation components of the plan on June 11, 2007, and PRAB did so for the parks components on June 25, 2007.

Transit Village Area Data and Projections

The following projections are based on the land uses in the Land Use Plan and development assumptions. The ranges indicate different assumptions about development intensity within the proposed land uses.

Transit Village Area in Relation to the City

	Transit Village Area			City-Wide (Area I Only)		
	2006 Existing	Projected Additional Prior to Plan	Projected Additional Based on Plan	2006 Existing	Projected Additional Prior to Plan	Projected Additional Based on Plan ¹
Housing Units	90	300	1,400-2,400	44,250	5,050	6,150-7,150
Population	200	600	2,800-5,000	101,900	11,000	13,200-15,400
Jobs	2,400	2,900	2,900-4,300	97,000	63,400	63,000-64,800
Non-Residential Sq. Ft.	1.28 million sq. ft.	1.2 million sq. ft.	.9 - 1.4 million sq. ft.	26.5 million sq. ft.	20.7 million sq. ft.	20.4-20.8 million sq. ft.
	2006 Existing	Projected Total Prior to Plan	Projected Total Based on Plan	2006 Existing	Projected Total Prior to Plan	Projected Total Based on Plan ¹
Jobs: Population Ratio	12	6.6	1.0 - 2.2	.95	1.42	1.36 - 1.41

¹ City-wide projections are based on the 2006 BVCP Land Use Map, adjusted to include Transit Village area projections.

Land Uses in Transit Village Area

	Existing Square Feet (Sq. Ft.)	Projected Additional Sq. Ft. Prior to Plan	Projected Additional Sq. Ft. Based on Plan
Retail	65,300	97,000	174,000-322,300
Office	45,400	97,000	283,500-559,000
Service Commercial	78,300	44,000	43,900
Office - Industrial	597,500	495,000	314,500
Service Industrial	489,000	553,500	109,700
Residential	115,200 (90 units)	300,000 (300 units)	1.4 - 2.4 million (1,400-2,400 units)



Appendix 6: Transit Village Area History

Introduction

The history of the area at 30th and Pearl streets began with the arrival of gold prospectors and the founding of Boulder City in 1859. Several years after Boulder's establishment, the nearby agricultural town of Valmont was founded on the edge of the eastern plains. Almost immediately, the two fledgling communities began competing for preeminence in the area as the county seat. The alignment of Pearl Street was established to provide a direct route east from Boulder to Valmont. Early city boosters conceived rapid growth and the area between the two communities filling in. Projected growth did not occur for nearly 100 years and Boulder soon eclipsed Valmont as the economic and political center of Boulder County. Situated roughly midway between Boulder and Valmont, the Transit Village area remained outside the city of Boulder until it was annexed, from 1957 through 1979. Until the second half of the 20th century, the area was mostly rural with development mostly limited to the rail and street system.



1905 Map showing Boulder and Valmont.

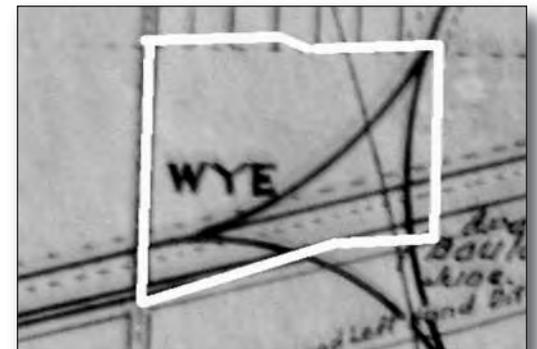
The Railroad

With financial inducement from Boulder County, both the Colorado Central and the Denver and Boulder Valley railroads were constructed to the eastern outskirts of Boulder in 1873. The Denver and Boulder line was a 12-mile extension west from the coal mining town of Erie. The Colorado Central line arrived in Boulder from the southern communities of Marshall and Golden. They intersected at what became known as the "wye," the present day area where the rail line crosses Pearl Street between 30th Street and Foothills Parkway. Also in 1873, the first rail depot was constructed, located approximately at the intersection of the present rail line and Pearl Parkway. Little documentary evidence regarding the first depot survives, though it is thought to have been demolished in ca. 1876, three years after the Denver and Boulder Valley Railroad constructed a second depot within the town limits, just north of Pearl Street between 22nd and 23rd streets. In 1890, the Union Pacific Depot was constructed near downtown, on the corner of 14th and Water streets (now called Canyon Boulevard). It was built of sandstone in Romanesque Revival style. Despite its short-lived role as the terminus of the rail lines, the "wye" area continued to function through most of the 20th century as a busy junction, where trains turned to back into the city of Boulder.¹



The 1890 Union Pacific Depot in its original downtown location.

In 1956, the Colorado and Southern Railway Company applied to the Public Utilities Commission of Colorado to move its freight and passenger facilities in Boulder from the Union Pacific Depot. They had designed and proposed a new station to be located two-thirds of a mile east of the city, near the intersection of 30th and Pearl. A new ore loading ramp, as well as freight and passenger depot, was built in 1957 on the main line that ran from Denver to Cheyenne, Wyoming. This new station improved the process of freight shipping, as the train did not have to back into the center of town to the freight depot at Broadway and Water Street. At the time of the application, Colorado and Southern still operated two



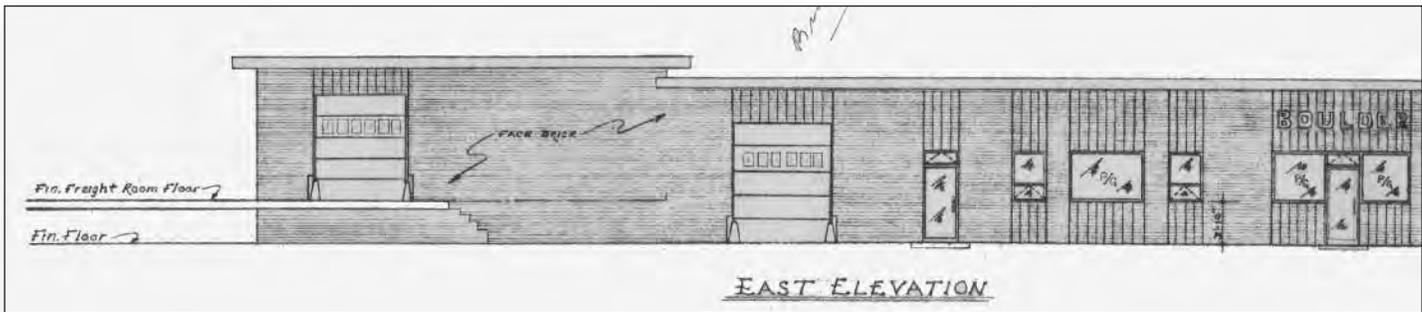
1930 map of the Wye.
Courtesy of Carnegie Branch Library for Local History, Boulder, CO

¹Pettem, Silvia. *Tracking Down Boulder, Colorado's Railroads*. City of Boulder Historic Context Project. City of Boulder Planning and Development Services. 1996.



passenger trains per day into Boulder, both of which entered the city at night to minimize traffic impacts at the grade crossings.

They stated that “the Building will be of modern design and construction. In it there will be provided a comfortable and convenient passenger waiting room. With toilets, and adequate space for freight offices and for handling of baggage, mail, express, and freight.”² The last passenger train into downtown Boulder was Colorado and Southern’s #29 on December 7, 1957. The next day, the trains stopped at the new depot at the end of Bluff Street, just east of 30th Street. The old depot at 14th Street continued to operate as a ticket office, bus terminal and travel agency, until passenger service ended in 1967. In 1981, Colorado and Southern merged with Burlington Northern, and the 1957 depot continued in operation until it closed in 1985, ending all passenger rail service to Boulder.³ The building and surrounding site was purchased by Sutherland Lumber Company, and the building is currently used as a wood shop and storage building.



1957 Depot drawing. This building still exists at the end of Bluff Street.
 Courtesy of Carnegie Branch Library for Local History, Boulder, CO.

Roads

When settlers arrived in the area, all land south of the 40th parallel (now Baseline Road) was in Kansas Territory, and land to the north was in Nebraska Territory. Early roads in Boulder were laid and constructed by the County; the first to be established was County Road #1 (Pearl Street). It has been said to have been oriented by driving a stake at the corner of Broadway (formerly County Road #2) and Pearl Street, and the alignment of the road established by a sight line being drawn east north-east to the Valmont Butte and the town of Valmont.⁴ This skewed grid was the basis for the city of Boulder’s subsequent growth and 19th century city limits (south to Valley Road (Arapahoe) north to 1st Avenue (Alpine), and east to 24th Street (Folsom). Beyond the city limits, roads generally followed true east-west, north-south grid lines.

From 1871 until 1873, Boulder residents had to endure a 12-mile carriage trip to Erie to catch the train. Pearl Street functioned as the major east-west thoroughfare in the area, and in 1873, the Union Pacific railroad laid its track parallel and just north of that street. The 1887 Willits map of the city shows County Road #16 (28th Street) fronting onto farms and running north from the 40th parallel (Baseline) to Valmont where the

²Colorado and Southern Railway Printed materials [ca. 1902]-1956 (bulk 1930s). Carnegie Branch Library for Local History, Boulder, CO. Collection BHS 328 b196 f21.

³Pettem, Silvia. *Tracking Down Boulder, Colorado’s Railroads*. City of Boulder Historic Context Project. City of Boulder Planning and Development Services. 1996.

⁴Pettem, Sylvia. *Roads of the Mountains and Plains Within the Boulder Historic Context Area, 1859-1996*. City of Boulder Historic Context, 1996. p.13



Boulder County Industrial Association racetrack was located. Twenty-eighth Street remained an important, but relatively quiet road on the outskirts of the city until 1952, when the Boulder Turnpike was opened.

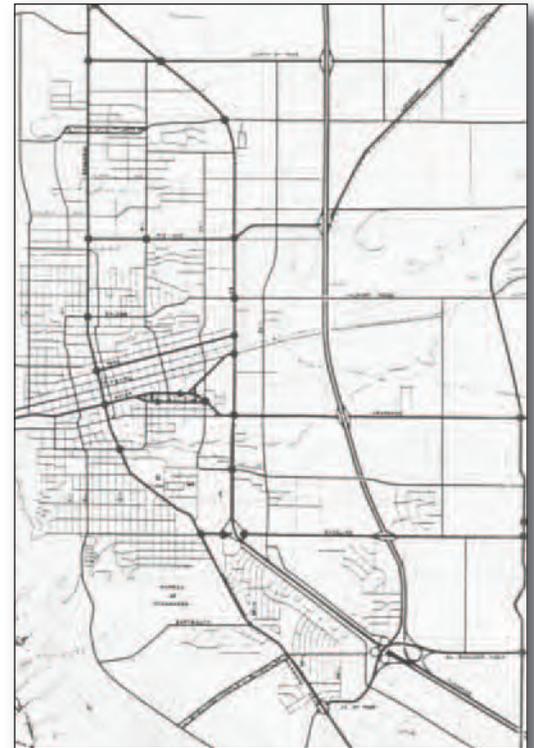
Contemplated as early as 1912, the highway between Boulder and Denver was constructed in the booming post-war years, and opened in January 1952. Dubbed the “Shortline to the Skyway,” the tollway far exceeded expectations. Traffic problems at the intersection of Baseline Road and the highway soon followed, and the highway was nicknamed “malfunction junction.” In response to citizen frustration, city of Boulder Planner Trafton Bean produced the community’s first traffic, transportation and parking study. Chief among the recommendations of this report was that an exit farther south on the turnpike at 47th Street (which would eventually become Foothills Parkway) be constructed in order to relieve pressure on 28th Street. Bean’s recommendation to alleviate traffic in the area did not become a reality until 1978, when the first link of Foothills Parkway opened.

Steelyards Neighborhood/Walker’s Subdivision

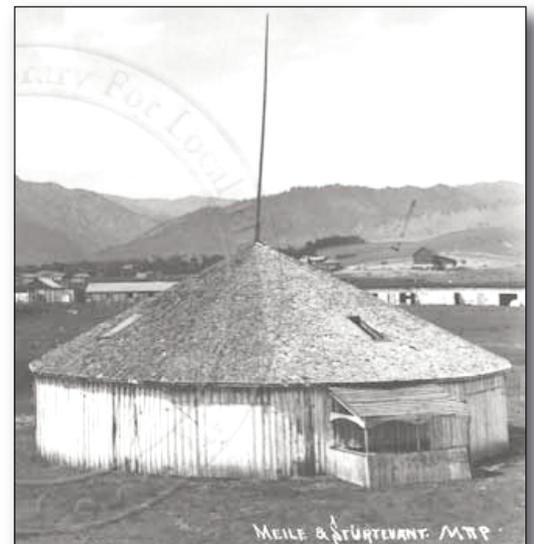
In 1875, land speculator George Walker platted a 40-acre area bounded by Valmont Road to the north, 30th Street to the west, Goose Creek to the south and the railroad line to the east. Anticipating growth in the area associated with the railroad, he created 30 lots (the majority of which were one acre in size) bisected by three east-west running streets; Meredith, Bluff and Hill. Walker owned a farm on the north side of Valmont Road as well. Some brick homes were constructed on the lots, but never became very developed. In 1963, Boulder Steel located their corporate headquarters at the intersection of Bluff and 30th streets, which was still a dirt road at the time. Sutherland Lumber developed on the eastern edge of the subdivision, and the last Boulder depot was constructed at the end of Bluff Street at the railroad tracks in 1957. From the 1970s on, industrial and commercial development grew in the area. In 2002, Coburn Development took the former steel plant and developed the Boulder Steelyards, a mixed-use development named after the former use.

Boulder Fairgrounds/ Boulder Pow Wow

In 1869, a group of 100 prominent ranchers and farmers gathered at the Boulder Courthouse, formed the Boulder County Agricultural Society, and began organizing a fair to be held in Boulder. The group subsequently purchased 40 acres of land⁵, located between today’s 28th and 30th streets south of Valmont Road, where they erected a stockade fence. The first county fair was held October 12 - 15, 1869. The fair was advertised and intended “to explore the potential of the new county, to encourage diversified endeavors, and to accumulate and share vital information.”⁶ In 1870, a roundhouse was constructed on the property to showcase mineral and agricultural displays. In 1873, the Denver Territorial Fair changed its name to the Colorado Industrial Association, and Boulder’s Agricultural Association followed suit, becoming the Boulder County Industrial Association, in 1874. The association sought to bring together farmers interested in the advancement of agriculture and ranching, and in 1875, purchased the fairgrounds where they constructed a horse racetrack, stables and other buildings.⁷



1960 Transportation Map showing the concept of Foothills Parkway.



Fairgrounds Roundhouse. *Courtesy of Carnegie Branch Library for Local History, Boulder Historical Society Collection, Boulder, CO.*

⁵Boulder County Clerk and Recorder, reception #80011561

⁶Schoolland, J. B. *Boulder in Perspective: From Search for Gold to The Gold of Research.* Boulder, Colorado. Johnson Publishing Company, Colorado. 1980, pg. 161.



Pow Wow Rodeo c. 1930. at 28th and Pearl Streets. *Courtesy of Carnegie Branch Library for Local History, Boulder Historical Society Collection, Boulder, CO.*

An article in the Boulder County News dated September 3, 1875, proudly proclaimed that, “The grand stand at the grounds of the Boulder County Industrial Association begins to assume proportions; beauty and symmetry are growing out of the chaos of lumber and timbers. Mr. Blodgett, the contractor, is rapidly pushing the work to completion.”⁸ After only a few years, the fair was lacking attendees and, in 1879, was almost moved to Longmont. After a resurgence in the 1880s, participation and attendance at the fair once again fell off to the point that, by 1891, it was advertised that the fairgrounds would be disposed of at a Sheriff’s sale. Prior to the sale, an organization founded in 1882, named the Agriculture Institute, stepped in and again saved the fairgrounds. By 1896, a new grandstand had been built. By 1919, there were reports of a new novelty, horse racing by electric light.⁹ While the fair continued to operate in Boulder, much of the agricultural aspects slowly moved to Roosevelt Park in Longmont. By the 1920’s, Boulder residents had lost interest in the fair, and for a brief time used the former area as an auto racing track. The former fairgrounds soon saw resurrection to its roots, and in 1927, the “First Annual Rodeo” was held.



During the 1973 move of the 1890 Union Pacific Depot from 14th & Canyon to 30th & Pearl.

The rodeo gained support and, in 1934, A.A. “Gov” Paddock, editor of the Boulder Daily Camera, as well as other civic leaders, such as Lyndon Switzer, saw a need to “lift the community out of the doldrums that followed the Great Depression.” The result was the creation of the Pay Dirt Pow Wow.¹⁰ In 1947, Rollie Leonard gave his farm lands along 28th Street, just south of the former fairgrounds to the new Pow Wow organization for its perpetual use. In 1957, the Pow Wow’s dismal financial situation forced the organization to give 11.5 acres to the city of Boulder in lieu of back taxes. The city ceded some of that land to the YMCA for their building, which still stands at 28th Street and Mapleton Avenue, and constructed the Mapleton Ballfields just to the south. In 1973, the city of Boulder wanted to open up 14th Street between Canyon Boulevard and Arapahoe Avenue, which was blocked by the 1890 Union Pacific Railroad Depot. The Pow Wow offered to Historic Boulder and the Boulder Jaycees to relocate the building to their grounds, then still largely undeveloped. The building, now a city of Boulder landmark, was cut in half and moved to the site and has been owned and operated by the Boulder Jaycees for their offices and private functions and community meetings ever since.

By the 1970’s, the area around the Pow Wow grounds was developed, and the organization began looking for a new

⁸Gladden, Sanford. *Early improvements of Boulder, Colorado to 1900. Manuscript copy, Carnegie Branch Library for Local History, Boulder Colorado. Pg. 90.*

⁹Schoolland, J. B. *Boulder in Perspective: From Search for Gold to The Gold of Research. Boulder, Colorado. Johnson Publishing Company, Colorado. 1980, pg. 166.*

¹⁰Pettem, Silvia. *One Century down for Boulder's Lyndon Switzer. Boulder Daily Camera Article dated April 4, 2002.*



home. In 1979, the Pow Wow had relocated to Louisville, and the Pearl Street grounds were sold for commercial development, now Crossroad Commons shopping center. In 2006, plans to renovate and expand Crossroad Commons were announced, necessitating the relocation of the depot building to another site. As maintenance and overhead costs out-paced rental revenue, the Jaycees expressed a desire to transfer ownership and responsibility for the Depot to the city. The city agreed, and is currently seeking a new location for the Depot in the Transit Village area.

Crossroads Mall

In May 1961, Gerri von Frellick announced a plan to develop a four million dollar, 344,000 square-foot shopping center at 28th Street and Arapahoe Road on land leased from Elizabeth Downer Ball. Construction on what came to be known as Crossroads Mall began on March 29, 1962, and opened its doors on March 14, 1963.¹¹ It was located on land not within city boundaries, and during the annexation process a legal suit was filed against the city of Boulder that lasted until September 1965, eventually allowing the annexation to become legal. The Macerich Company purchased Crossroads Mall in 1978. In 1979, the city of Boulder created the Boulder Urban Renewal Authority (BURA) and appointed seven local citizens with the duty of carrying out a redevelopment plan using urban renewal. This was to expand the mall from what was its former northern edge, at roughly Canyon Boulevard to Walnut Street. The new addition was completed in 1983, and included an atrium mall and the addition of a new May D & F department store.¹²

The mall remained the only regional shopping center until the late 1990's, when surrounding communities began to develop large shopping centers. As a result, Crossroads Mall languished, and the southern half of the complex soon closed due to a significant reduction in tenants. As it declined, the mall owners, residents and the city examined the development future of the area. In 2002, the city began negotiations to develop a public/private redevelopment of the site with a mixed-use theme. However, negotiations failed and the entire mall was closed, except for Foley's (formerly May D & F). In 2002, the Macerich Company bought Westcor Partners, which soon after prepared a major redevelopment plan to transform the Crossroad Mall property into an outdoor lifestyle retail center, named Twenty Ninth Street. Demolition of the old mall began on September 10, 2004. Only Foley's remained, which became a Macy's department store. Canyon Boulevard and 29th Street were re-established through the property as part of the redevelopment. Twenty Ninth Street retail center opened October 13, 2006.



The Denver department store once occupied the east side of Crossroads Mall.



J.C. Penney was a major anchor for the mall.

¹¹Ground Is Broken For Crossroads. Boulder Daily Camera article dated March 29, 1962. Carnegie Branch Library for Local History, Boulder, CO. Collection BHS 328 b118 f04-11.

¹²Crossroads Redevelopment Brochure. Carnegie Branch Library for Local History, Boulder, CO. Collection BHS 328 b118 f04-11.

City of Boulder Transit Village Area Public Art Master Plan

StudioTerra, Inc., Tarras LLC, Christian Muller Inc.

December 2009



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Public Art

Public art refers to objects integrated into the shared urban environment that are intended for public interaction. This could range from infrastructure with a deliberately aesthetic quality, to a purely aesthetic object amid infrastructure. A key function of art in general is to inspire us to see the familiar in less familiar ways. Public art has the potential to take an environment that could be generic and familiar, and render it a place, unique and memorable. Through drawing on specifically local influences, whether they be cultural, historical, environmental, public art aims to establish visual and material cues indicating a sense of place.



A different perspective. Art helps us to see the familiar in ways that are free of habit, allowing a richer relationship with our surroundings.

Discovery

Public art has the potential to add a layer of ongoing discovery. Themes and connections between individual works can facilitate an extended interest in getting to know a place, while adding layers of interest and meaning. Themes could be informative, whether culturally, historically or environmentally, or more whimsical and abstract, relating to the works only. Simpler still, material connections can be made, particularly between components that are both infrastructure and artistic, to create a logic of movement or spatial hierarchy.

Composition and Themes

The stand-alone and infrastructure art elements described in this document can tie together to form a unified composition that reflects the overall theme of “transit” or movement. Transit is defined as “the act of passing over, across, or through something.” There are many aspects and sub-themes of transit that can be referenced for artistic expression. The rail line, bus line, automobile, bicycle and pedestrian modes of transport are all inspirations for this artistic expression. As well, less conventional aspects of transit such as the overhead power transmission lines, the conveyance of water in Goose Creek, and the tectonic plates of the earth’s crust are also elements of transit that can be artistically explored. The history and future of transit in Boulder Valley will also be important to weave into the overall composition in order to relate the art to this specific site and time in history. The juxtaposition of the more natural corridors with the urban built environment provides an interesting theme to be explored. Each art element will help create an overall design vocabulary that becomes specific to the Transit Village area and helps create its’ unique identity.

Background to this Master Plan

The Transit Village Area Plan (TVAP) was adopted by the Boulder Planning Board and City Council in September 2007. The Plan envisions “a lively mixed-use pedestrian oriented place where people will live, work, shop, and access regional transit. The following vision was adopted to provide direction for the future development of the area. The Transit Village area will be:

- A lively and engaging place with a diversity of uses, including employment, retail, arts and entertainment, with housing to serve a diversity of ages, incomes, and ethnicities;
- A place that is not overly planned, with a “charming chaos” that exhibits a variety of building sizes, styles and densities where not everything looks the same;
- A place with both city-wide and neighborhood scale public spaces;
- A place that attracts and engages a broad spectrum of the community;
- A place that emphasizes and provides for alternative energy, sustainability, walking, biking, and possible car-free areas, e.g. “eco-village.”

The TVAP calls for an Arts and Aesthetics Plan to identify opportunities for public art to create a unique and interesting place.

Additional context for the Public Art Master Plan is included in the Transit Village Area Plan Guidelines, which set up an overall framework, within which this Art Master Plan functions. The following excerpts from the Plan Guidelines provide context for this Art Master Plan:

General Guidelines:

Usable Open Space:

Incorporate well-designed, functional open spaces with trees, quality landscaping and art, access to sunlight and places to sit comfortably.

Bus Stops:

Include the following for bus stops adjacent to the development projects: a shelter, benches, route and schedule signage. Additional enhancements are encouraged, such as pedestrian lighting, art, landscaping and waste receptacles.

Junction Place

In addition to the street trees, sidewalks and bike facilities specified by the Junction Place streetscape section, provide seating planters, art, special pavement and lighting along junction place. Provide way-finding features such as special pavements, signs, or art, to facilitate pedestrian movement between Junction Place, Rail Plaza, the rail platform and under/overpass, the bus station, Goose Creek Greenway, Pearl, Valmont, 30th Street and Wilderness Place.

Transit Facility Guidelines:

Facility identity:

Create a distinctive identity for the transit facility that resonates with the identity of the larger community. Select a theme that will be universally valued by a diversity of users. For example, an identity may be cultivated by incorporating art and/or an existing natural or man-made feature unique to the area into the facility. Consider carrying them into the way-finding features discussed in the Junction Place and Rail Plaza Design Guidelines.

Rail Plaza Guidelines:

Consider including active art and water features, especially for children.

Look for opportunities to incorporate art into built elements, such as paving, railings, signage, seating, or overhead structures.

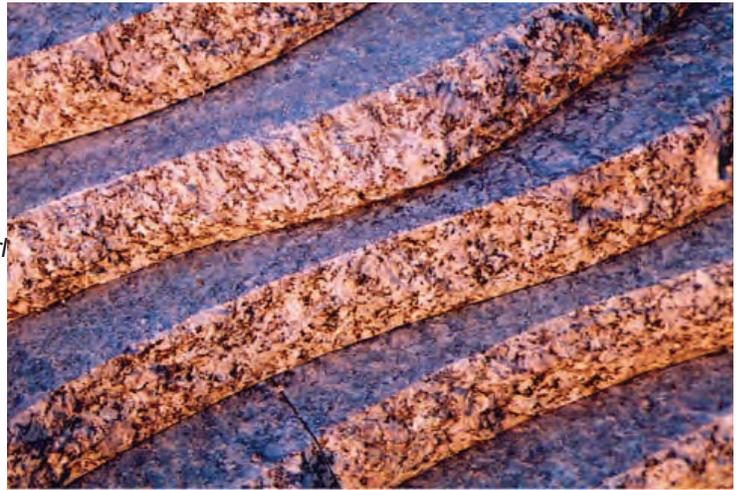
Provide way-finding features, such as signage, special pavement and art, to direct people to the plaza from 30th Street, Bluff Street, Valmont Road, Junction Place and Pearl Parkway.

30th Street Corridor District Guidelines:

Provide street furnishings, such as benches, planters, cafe seating, art, and pedestrian lighting.

Additional information about the plan can be found at: www.bouldertransitvillage.net.

Parks and Recreation Department policies regarding public art accession (acceptance), deaccession (removal) and maintenance will apply to art on Parks and Recreation Department property.



“Art exists that one may recover the sensation of life; it exists to make one feel things, to make the stone stoney.”¹

Purpose of this Art Master Plan

The purpose of this Art Master Plan is to identify opportunities for public art in the transit village area, and to describe the function and role that public art can provide. This is intended to be an open ended document; it is expected that further opportunities for public art will arise as the project evolves, and that these will be incorporated into this master plan.

The Art Master Plan does not attempt to prescribe what the nature of any public art work within the transit village area should be. This would be arrived at through a process involving the artist responsible for an individual work, working corroboratively with other relevant bodies.

The Art Master Plan does not address standardized street furniture items. A thematic Design Guideline would have specific suggestions about items such as lighting, seating, trash receptacles etc. Beyond this, a Design Guideline, developed in conjunction with the Art Master Plan, could extend ideas derived from the public art process throughout the site, as suggestions for material combinations, treatments, textures, colors and so on.

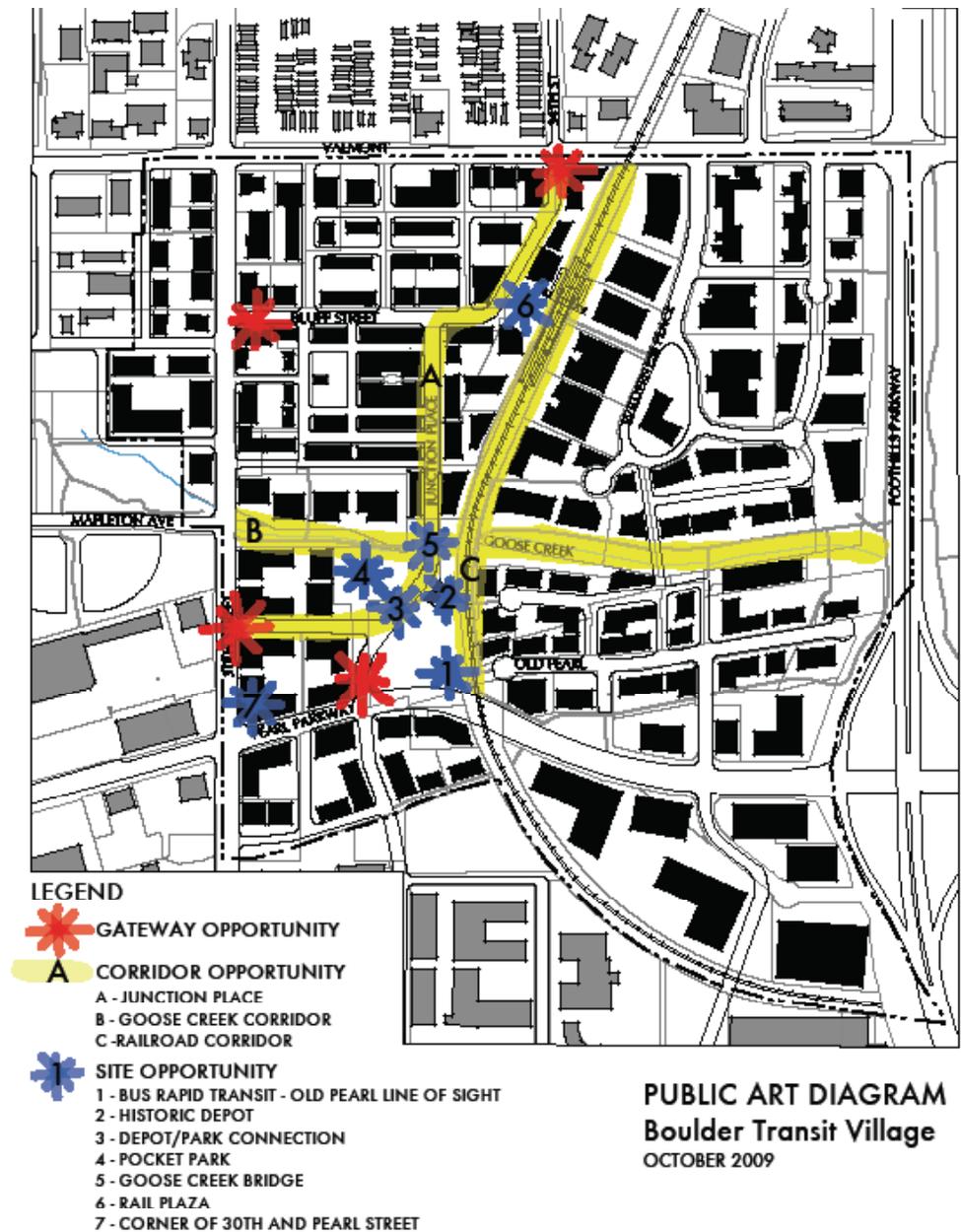
Public Art Diagram

The transit village area Plan Guidelines, presents a clear set of character areas, with distinct identities. Public art can be used to strengthen these character areas, while reinforcing their interconnectedness. The Art Master Plan recognizes the need for walking, cycling, gathering and other passive recreational activities, which overlap one another, and sees these needs as tools for integrating distinct character areas, as well as opportunities for art.

The diagram opposite illustrates key potential locations for public art within the transit village area.

Opportunities for public art tend to be clustered around nodes; highly used public places along converging routes of movement. Gateway opportunities exist at the experiential edge of character areas, while the densest groupings of art opportunities occur where the environment is most urban.

"Usually we think of art as an object - something that hangs in a gallery- or as an event that takes place on a stage. Yet places can be works of art, too. They can satisfy our desire for beauty, stir our deepest feelings, link us to our history"¹².



NOTE:

None of the illustrations in this document are intended as suggestions for actual works of art. They are suggestive of a type of work only.

Gateway Opportunities

These occur at a node through which people move into the central Transit Village. To be effective, they read both at a scale that relates to vehicles and pedestrians, and are visually effective at vehicle speed and walking pace.

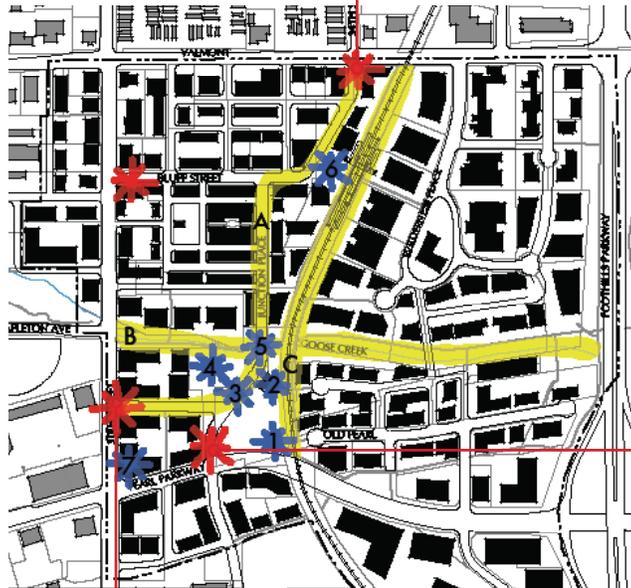
Gateways do not necessarily have to be gate-like, or comprised of post like structures. They do though, create a sense of passing through a threshold into a different place. They define an edge, a start of a distinct place.

Changes in materiality, texture, proportions and scale of space and enclosure can all contribute to a gateway experience.

Images below illustrate public art that creates a sense of a threshold or gateway.



Wind Tunnel, George Peters and Melanie Walker. Clearly evoking entrance, as well as a distinct sense of place.



Sister City columns, Christian Muller
Paired columns, with lighted panels, provide a sense of entry day and night.



Leon Ven Den Eijkel
These pillars are activated directly by the immediate environment - wind energy. In a windy city, they form a place specific gateway feature.

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Corridor Opportunity A:

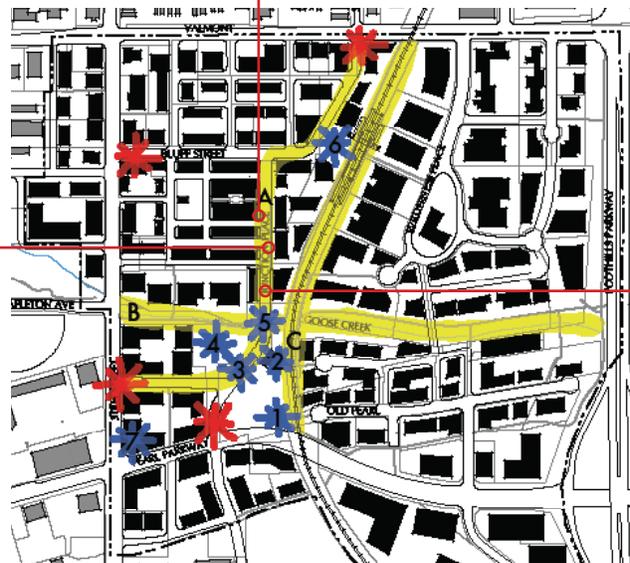
Junction Place

Corridors will require street furniture, and though most of this will be stock items, there will also be opportunities for artistic interpretations of conventional items.

Junction Place will have a strong urban character, with many opportunities for pieces that are both 'useful' and 'interesting.'



Niemi Cava Bench



Flour Power, Regan Gentry
Based on local agricultural forms, these light standards serve as sculpture and as an orientation device.



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Fern Bollards, Wellington
Making the most ordinary street furniture artistic and placeful.

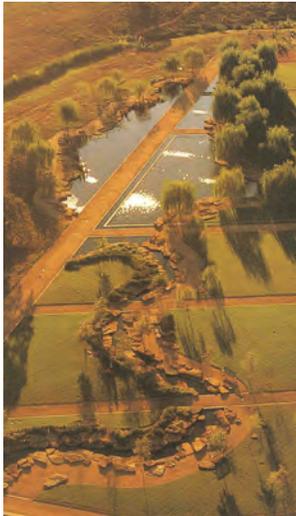


**Corridor Opportunity B:
Goose Creek Corridor**

Reinstating the natural forms of Goose Creek would create a pleasing contrast with surrounding urban forms. Art works could provide people with opportunities to relate to the creek, and to interact with the water. The corridor would benefit from rest areas and associated facilities, which also have public art potential.

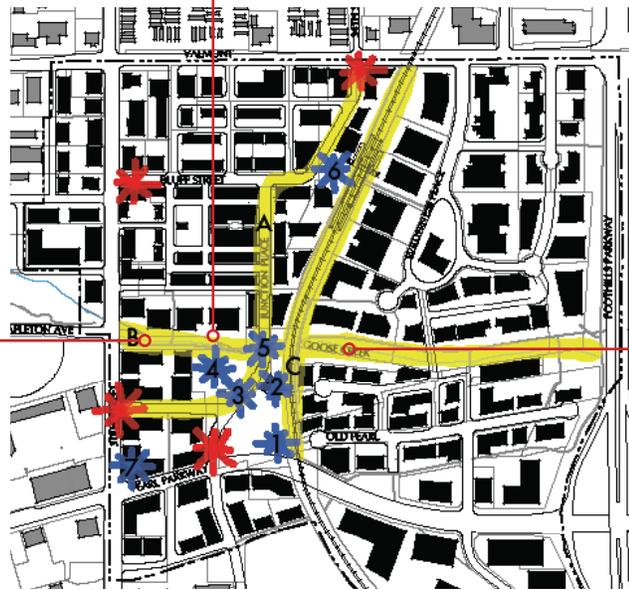


Opportunities for direct contact with natural features.



IBM Campus, Peter Walker

Although the scale of this project is different, this image demonstrates strong geometry and organic forms interacting. The rail aspect of the Transit Village has innately strong geometry, while Goose Creek could be a naturalized riparian corridor.



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Goose Creek Corridor can be both a stormwater detention area/constructed wetland AND an opportunity for public art.

**Corridor Opportunity C:
Railroad Corridor**

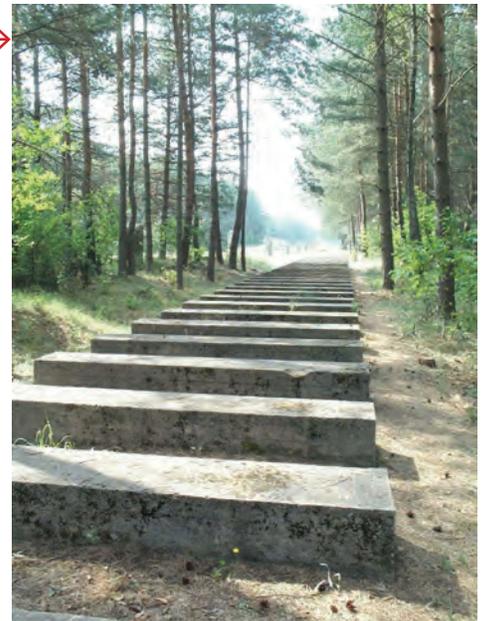
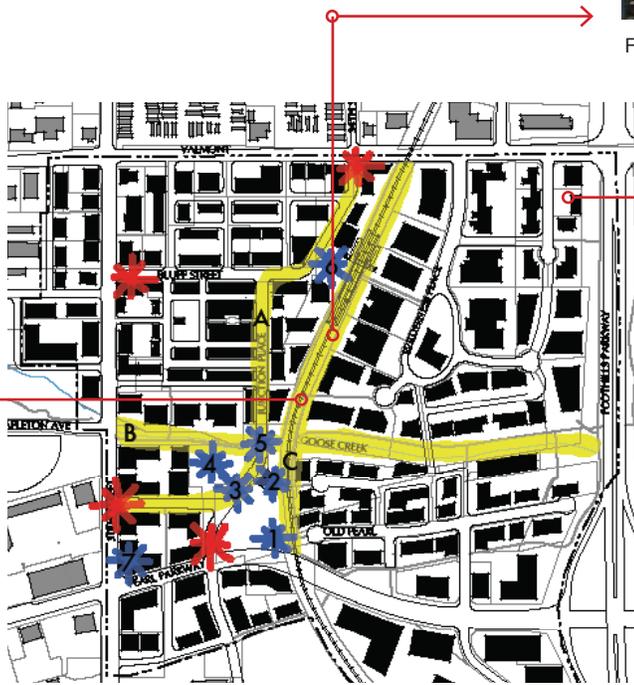
The railway Corridor would have a different pedestrian appeal from the more urban walking experience within the Transit Village. This would be more recreational and exercise oriented, as opposed to shorter, destination based movement.

The strong linear gestures integral to railway corridors, along with the monumental shifts in ground plane associated with railway infrastructure, elicit a vocabulary of forms that could be referred to as 'tectonic.' Railways are comprised of forms which suggest transition, and connection between 'here' and 'there.'

Abstracted and re-interpreted, these ideas are a potent basis for artistic connections between places, and forms within places. Such strong linear forms could connect character areas such as the Depot Plaza, the Depot/ Park Connection, and Transit Station, while generating artistic opportunities that are particular to these areas.



Fencing along the tracks is another opportunity for public art.



railway memorial
Strong, uncompromising lines typical of railways, reconfigured and exaggerated to powerful effect.



Santa Fe Railyard Park

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Site Opportunity No.1: Bus Rapid Transit

To make the most of this major focal point along Old Pearl Parkway line of site, the structure which terminates the view would visually communicate the function of Bus Rapid Transit.

This will be a major passenger amenity zone. By making functionally related places such as the railroad corridor, depot, and Bus Rapid Transit visually complimentary, a sense of place associated with movement, transition and relocation could be developed.

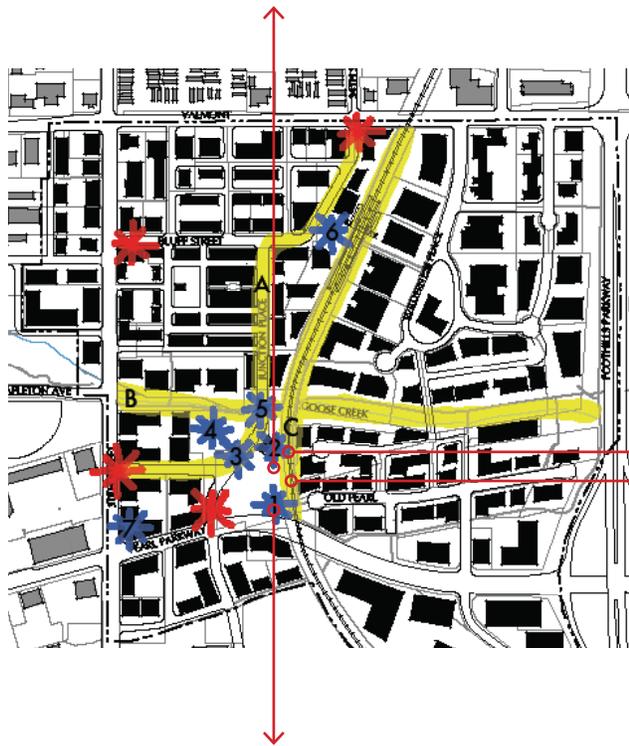
Water features could provide an opportunity for a conceptual link to Goose Creek Corridor.



This structure clearly communicates function.



Santa Fe Railyard Park



Canopies, Martha Shwartz



There is an opportunity to provide a view terminus from Pearl Parkway to Old Pearl.

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**Site Opportunity No.2:
Historic Depot**

The Depot will be an important central feature of the Transit Village.

The building's character will influence form and materiality of surrounding features and infrastructure, including patios and other exterior public spaces, as well as inspiring art work.

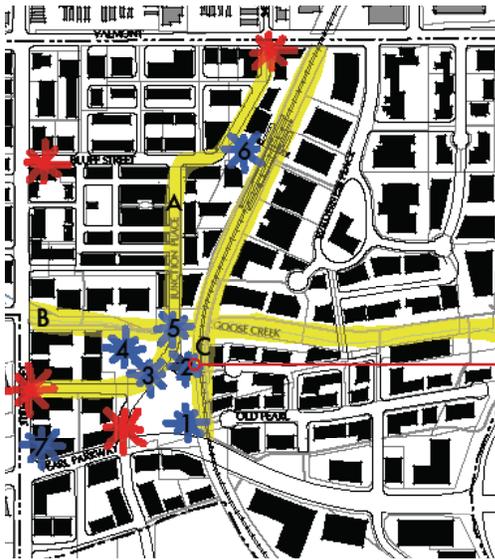
The Depot location makes it highly visible along several view corridors.

Any art works associated with the Depot should acknowledge the historic building, and not compete with it visually, but strengthen its presence.

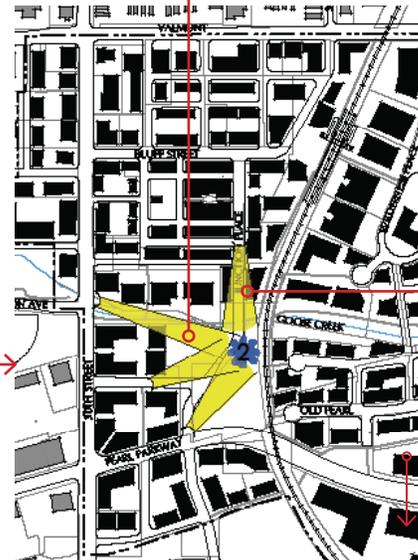
The existing Baggage Pavilion has potential as a vernacular architectural influence.



The Depot in its' historical context



2 = Historic Depot location



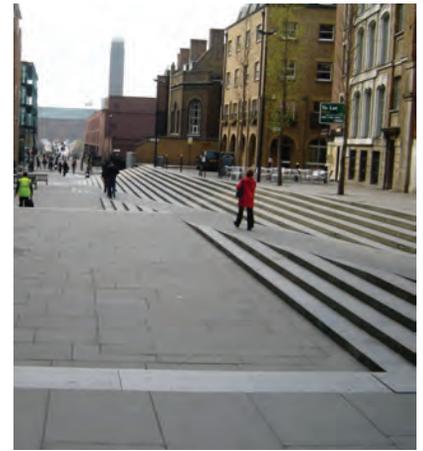
Views to the Historic Depot location



The Depot in its' historical context

Site Opportunity No.3: Depot/Park Connection

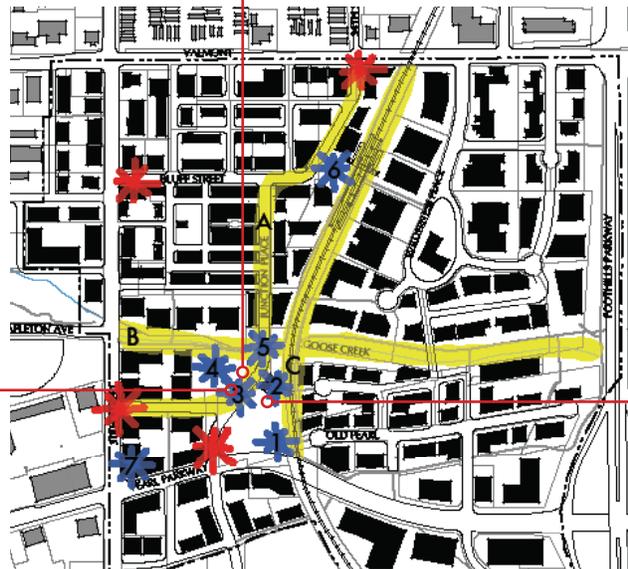
Legible and user friendly connections are key aspects of successful urban design. In creating a link between the depot and the park, there is potential to use the strong linear gestures associated with transit, to form a highly visible, aesthetically pleasing pedestrian connection with the park. This gesture could be the basis of form generation within the park itself.



Linear Park, London



Park, Sydney



Tsukuba Civic Center

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Site Opportunity No.4:

Pocket Park

A self-contained space as a respite from surrounding activity.

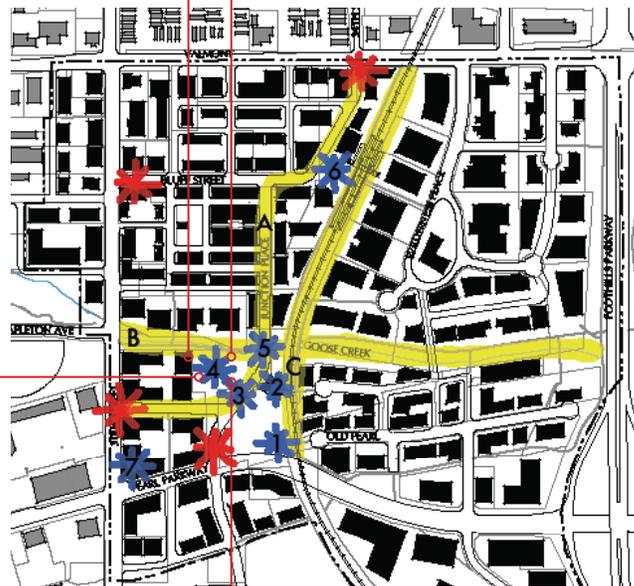
Art pieces in the pocket park could be used to spatially define interesting people-friendly spaces. Art pieces could act as focal points, drawing people into the park, and could be part of the park's infrastructure.



Sky Canopy, Artscapes



Land sculpting in the park can help make the transition down to Goose Creek.



Hoodoos, Nuszer Kopatz, Artscapes
Textures, patinas and rugged forms relate to the natural environment, while the vertical built forms relate to an urban context. This piece provides a spatial interactive experience, with layers of discovery provided through carvings among the stones.



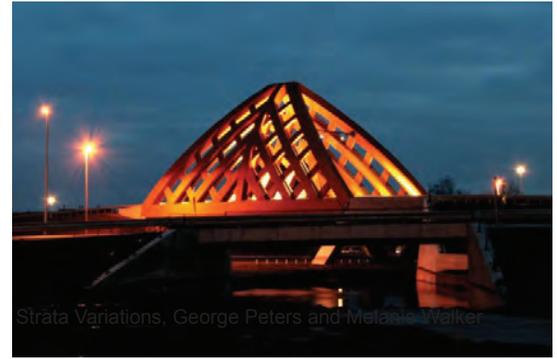
Granite bench, Artscapes

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Site Opportunity No.5 Goose Creek Bridge

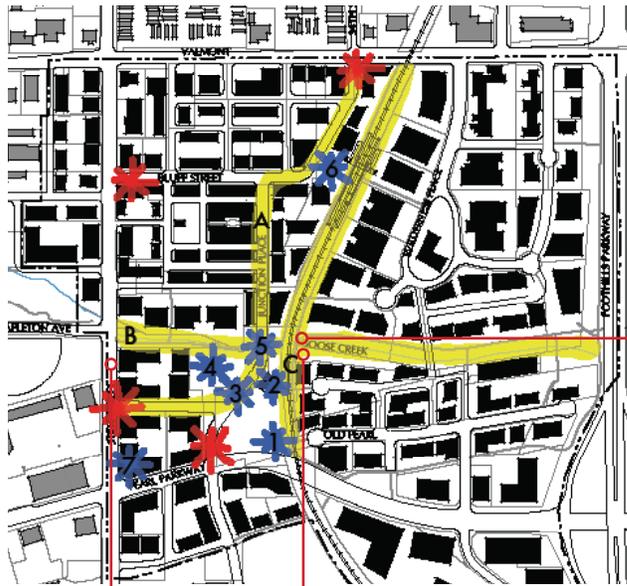
This is an opportunity to integrate infrastructure with artistry. The bridge design could be derived from the Depot building, reinforcing a cohesive sense of place, while fulfilling an important infrastructure role.

Architectural details and materials from the Depot could be adapted, altered and re-interpreted to suit the bridge structure. The Depot would have the stronger visual 'character', supported by the comparable, and complimentary bridge. To achieve this goal, the bridge and depot would need to be considered together, as two parts of a larger composition.



Strata Variations, George Peters and Melissa Walker

Road Bridge, Onix and Achterbosch Architecture.



Pijoan Fence
Natural light used to extend effect beyond the actual built work.

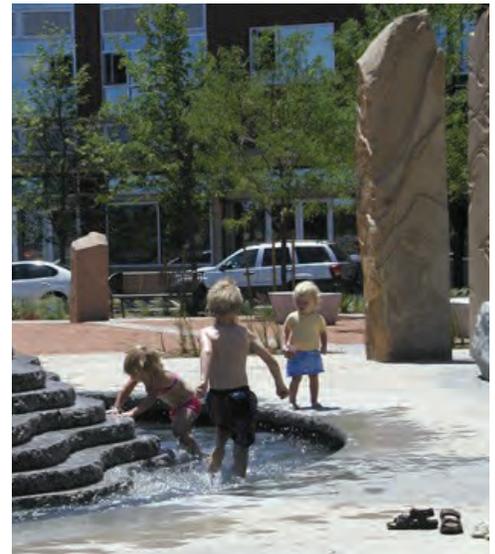
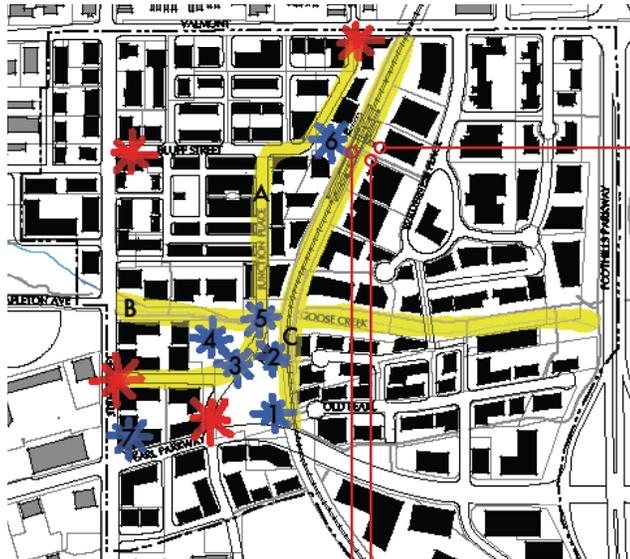


Bridge, Stockholm
Quality modern materials, restrained design.

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Site Opportunity No.6 Rail Plaza

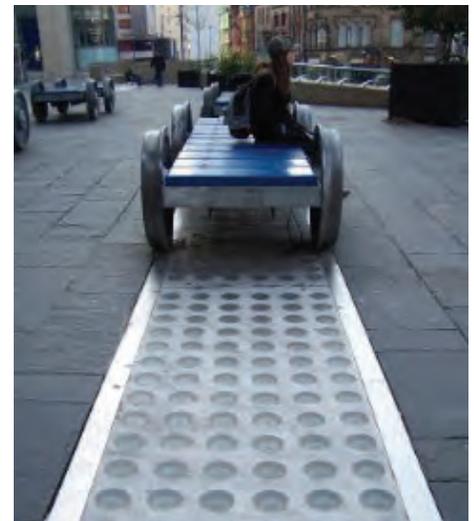
This public space is likely to be among the most urban parts of the Transit Village. This presents an opportunity to use art to create and reinforce a unique sense of location and place, adding layers of interest that reinforce successful functional space.



West Crescent, Nuszer Kopatz, Artscares



Invisible city, Anton Parsons



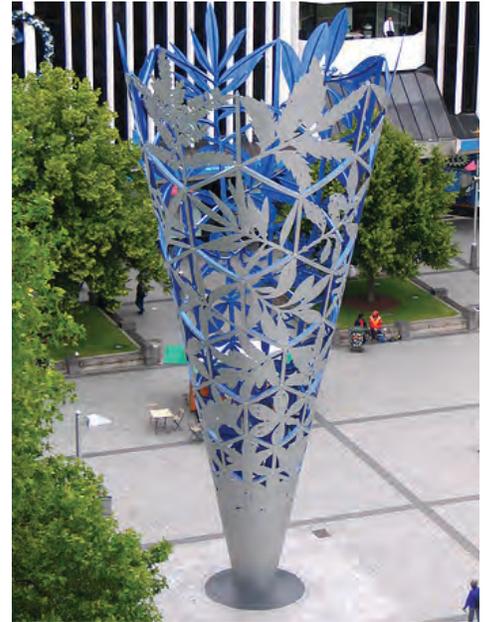
Rail car, Martha Shwartz

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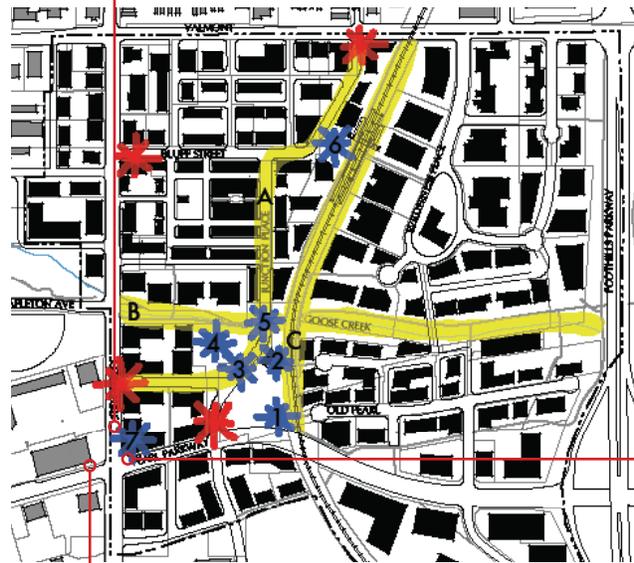
**Site Opportunity No.7
Corner of 30th and Pearl**

On one of the best view corridors, this highly visible intersection will be an important node for both pedestrians and drivers.

For foot traffic, this could be a meeting place and way device at the edge of the dense, pedestrian friendly part of the transit village. This node could be an important way finding device for drivers also.



Chaice, Neil Dawson



Skyblues, Bill Culbert
This installation has a strong spatial quality, while it's scale contributes to way finding and sense of location.



Ferns, Niel Dawson

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Materiality

Connections to locality in a larger sense (such as the Front Range), can be made through choices of local materials.

Material choices can be made which have functional associations (steel with trains perhaps).

At the same time, connections between places within the Transit Village can be made by selective and repetitive use of materials.



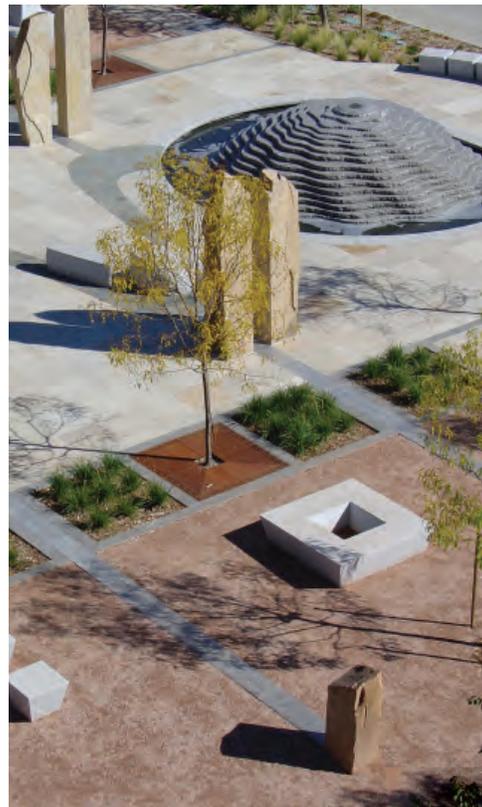
This paving suggests its' ocean side setting. Roberto Burle Marx.



Railway ties, with their distinct texture expressed.



Mt Victoria Lookout, Wellington, Boffa Miskel LTD



West Crescent Stapleton. Nuszer Kopatz, Artsapes

“The concept of places as art is an acknowledgement that color, form, texture, balance, and composition merit equal consideration with the economic and social demands that guide planning and development.”²



Steel, with areas polished by use, others with a weathered patina.

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Next Steps or What Now?...

The following steps are recommended:

- The public art master plan should be adopted as an element of the Transit Village Area Plan;
- This Art Plan can provide the context for public art in the transit village area including at the RTD bus facility site, the bridge over Goose Creek, and the site plan for the Depot;
- The Art Plan could also provide the framework for more detailed design guidelines to address the more conventional aspects of urban design and landscape architecture such as street furniture, lighting, trash receptacles, and signage.

Notes:

¹ Schkolsky, Victor. "Art as Technique" *Modern Criticism and Theory: A Reader*. ED. Lodge, David (1988). Longman, New York. pp.15-30

². Chatfield-Taylor, Adele, Forward in Lipske, Mike (1985) *Places as Art*. Publishing Center for Cultural Resources, New York.

³ Lipske, Mike (1985) *Places as Art*. Publishing Center for Cultural Resources, New York. P.19



Appendix 8: List of Supplemental Documents

The following supplemental documents are available online at the City of Boulder Transit Village Area Plan website (www.bouldertransitvillage.net). Go to the Transit Village Area Plan, then Appendix 7 for a link to each document.

- Implementation Plan** – September 2007
- Public Participation Report** – August 2007
- Green Technology Park Report** – July 2007
- Economic Planning Systems (EPS) studies:**
 - Absorption Estimate** – June 2007
 - Residual Land Value Analysis** – March 2007
- Options Assessment** – September 2006
- Analysis of Stormwater Concepts for Transit Village Area** – July 2006
- Transit Village and Flatirons Viewshed Analysis** – June 2006
- Stormwater Best Management Practices Toolbox** – April 2006
- Opportunities & Constraints Report** – November 2005

DUHMD/PS 2014 Accomplishments

Access and Parking:

- Initiated the interdepartmental Access Management and Parking Strategy including a Best Practices Report and first phase proposals
- Developed a RFP for downtown garage access system and technology replacement
- Launched an on-street pay by phone option
- Long term parking permit rate increase adopted
- Installed a solar-powered electric charging station in a downtown surface parking lot
- Initiated an innovative pilot with a local start up to develop real-time parking space occupancy data
- Completed the 2014 Downtown Employee Travel survey
- Began the Boulder Junction Access District, Travel Demand Management programs
- Supported Boulder Bcycle in system expansion
- Exploration of shared parking potential with Trinity Lutheran Church.

Hill Reinvestment Strategy:

- Hired a Hill Coordinator to oversee Hill revitalization and stakeholder coordination
- Developed an inter-departmental work program to implement the Hill Reinvestment Strategy
- Updated and expanded the stakeholder distribution list for regular communications about Hill activities
- Began the Residential Service District as a multi-year pilot
- Completed a study of Hill commercial district employee/visitor transportation mode shares
- Supported the creation of The Hill Boulder merchants association
- Initiated a pilot program for CU student volunteer cleanup of the Hill commercial district
- Initiated a CU banner program for the Hill commercial area
- Entered into a MOU for the mixed use redevelopment of the UHGID 14th Street parking lot
- Installed Boulder's first "parklet" as a pilot on Pennsylvania Avenue
- Completed preliminary plans for three Hill projects to be funded by the Community, Culture and Safety tax: creation of an event street on Pennsylvania Ave; commercial area street tree improvements and irrigation; and pedestrian lighting improvements in the Hill residential area.

Other:

- Completion of the downtown 2011 Capital Bond Projects: Pearl Street Mall Interactive Information Kiosk, and the 15th Street Design District and West End streetscape improvements
- Development of an alley management plan for the West End private construction projects
- Developed a concept with the St. Julien Partners and the Civic Use Task Force to create a civic use benefit space in the pad adjacent to the St. Julien Hotel
- Completed office renovations
- Updated Pearl Street Mall ordinances

DUHMD/PS Key Initiatives for 2015

Parking and Access

- Completion of the Boulder Junction Depot Square parking garage and commencement of operations
- Continuation and implementation of the Access Management and Parking Strategy including:
 - Policy development including car share access, 72-hour on street parking regulation, parking fines, edge parking, new district development
- Replacement of downtown garage access and technology systems
- Development of a downtown garage arts plan
- Completion of a downtown parklet plan

Other:

- Development of a civic use benefit space with the St. Julien Hotel

Hill Reinvestment Strategy

- Implement the hill reinvestment strategy work program
- Development of a mixed use public private partnership for the UHGID parking lot
- Development of design and implementation schedule for the hill Community, Culture and Safety hill improvement projects