



AGENDA

Housing, Neighborhood Services and Redevelopment Policy Committee

Thursday, May 6, 2021, 8:30 a.m.

VIRTUAL MEETING

City of Aurora, Colorado

15151 E Alameda Parkway

Public Participation Dialing Instructions

Dial Access Number: 1.408.418.9388 | Access code: 187 842 5988

Council Member Nicole Johnston, Chair

Council Member Alison Coombs, Vice Chair

Council Member Marsha Berzins

The Housing, Neighborhood Services and Redevelopment Policy Committee's goal is to:

- Maintain high quality neighborhoods with a balanced housing stock by enforcing standards, in relation to new residential development, and considering new tools to promote sustainable infill development;
- Plan for redevelopment of strategic areas, including working with developers and landowners, to leverage external resources and create public-private partnerships

Pages

1. Call to Order

2. Approval of Minutes

2.a. April 01, 2021

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3. Announcements

4. New Items

4.a.	City Center Vision Update	5
	Daniel Krzyzanowski, Planning Supervisor / Daniel Money, Senior Assistant City Attorney	
4.b.	Potbellied Pigs	90
	Anthony Youngblood, Manager of Animal Services; Tim Joyce, Assistant City Attorney	
4.c.	A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council’s Support of the City of Aurora, Colorado Funding Archway Housing & Services, Inc. with Community Development Block Grant COVID-19 Funding to Provide Coun	108
	Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney	
4.d.	A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council’s Support of the City of Aurora, Colorado Funding SecorCares with Community Development Block Grant COVID-19 Funding to Provide Meal Activities for the Ye	135
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4.e.	A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council’s Support of the City of Aurora, Colorado Funding Rocky Mountain Welcome Center with Community Development Block Grant COVID-19 Funding to Provide Meal Ac	158
	Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney	

- 4.f. **A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora’s City Council’s Support for Funding Aurora Comprehensive Community Mental Health Center, Inc., DBA Aurora Mental Health Center Inc.’s Social Detox Program with Law En** 181

Lana Dalton, Manager of Homelessness Program; Tim Joyce, Assistant City Attorney

- 4.g. **A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council’s Support for Funding Gateway Domestic Violence Services DBA Aurora/Arapahoe Battered Women’s Shelter, Inc.with Law ENFORCEMENT NEXUS Program Funds for a** 196

Lana Dalton, Homelessness Programs Manager / Tim Joyce, Assistant City Attorney

5. Miscellaneous Matters for Consideration

- 5.a. **Housing Strategy Update**
- 5.b. **Mental Health Co-Responder Program Update**
- 5.c. **Youth Violence Prevention Program Update**
- 5.d. **Updates From Community Members**

6. Adjournment

- 6.a. **Next Meeting: Thursday, June 3, 2021 at 8:30 a.m.**

HOUSING, NEIGHBORHOOD SERVICES & REDEVELOPMENT POLICY COMMITTEE

April 1, 2021

Members Present: Council Member Nicole Johnston, Chair
Council Member Alison Coombs, Vice-Chair
Council Member Marsha Berzins

Others Present: Barbara Abbots, George Adams, Andrea Amonick, Scott Campbell, Lana Dalton, Sharon Duwaik, Michael Franks, Elizabeth Fuselier, Jeff Hancock, Karen Hancock, Tim Joyce, Emma King, Omar Lyle, Rodney Milton, Mindy Parnes, Jessica Prosser, Roberto Venegas, and Cecilia Zapata

WELCOME AND INTRODUCTIONS

Council Member Johnston welcomed all to the meeting.

MINUTES

Minutes of the March 4, 2021 meeting were approved.

ANNOUNCEMENTS

No announcements were made.

NEW ITEMS**Aurora's Emergency Rental Assistance Program Update****Summary of Issue and Discussion**

Since June 19, 2020, seven hundred twenty-eight (728) households have avoided eviction through the City's rental assistance program, totaling \$2,962,110.00. Staff stated they are working on an Intergovernmental Agreement (IGA) with the State in which the State will manage \$9M of the \$11.4M in additional funds that was awarded. This falls in line with what other jurisdictions around the state are doing to manage these funds. The State has a system in place to manage the program, which includes a dashboard where staff can review funds broken down by County. The City will withhold and manager \$2M of the funds for residents who have already received funding.

Questions/Comments

CM Berzins asked where the funds came from and how much is being projected to get through the \$1.9 trillion that was just passed. Manger of Community Development Rodney Milton stated the funds are from the second stimulus and proceeded to share a breakdown of the funds. CM Johnston requested to have the informational chart sent to the Committee in a format that may be shared on social media. Rodney stated that as staff moves through the implementation of the housing strategy, activities will be communicated so people understand how they may connect to resources and so outcome-based information and accomplishments are displayed. CM Johnston stated she spoke with a constituent with a disability who received an injury due to a fall and needed assistance. She found it difficult to get very limited resources and information from the County to the individual. She asked about the department's relationship with the counties and if there is a system in place or being developed to get the rental assistance information to the counties. Rodney stated that building those relationships is a priority and that staff is working on a seamless process for all to obtain information. He stated the IGA with the State is going to be beneficial because it's a one-stop-shop that helps folks navigate rental assistance. Staff is working hard to remove barriers, give guidance and help those in need. CM Berzins asked if there is a fraud prevention program in place to ensure these funds are going to the right people. Rodney stated staff verifies documents and monitors compliance. He confirmed that checks are going to the landlord and property management offices and not to the individual applying for assistance. He is unsure of the type of fraud prevention in place at the Federal level.

Outcome

This item was informational only and no action was taken.

Resolution Expressing Support to Work with the Metro Denver Homeless Initiative on Built for Zero on a Regional Coordination to Reduce HomelessnessSummary of Issue and Discussion

The Metro Homeless Initiative meeting on March 18th asked jurisdictions and counties to pledge that they will participate in a regional effort to reduce homelessness. Staff read the pledge which states that homelessness is an issue, that we will coordinate with the Metro Denver Homelessness Initiative on Built for Zero (getting the homelessness population to a functional zero), and to be innovative and pave the way moving forward on this type of work. Staff recommends the City signs the pledge and moves forward in participating in the collaboration.

Questions/Comments

CM Berzins stated it was a great idea but would not support signing a pledge without specifics, such as costs. CM Coombs stated she was on the call and that there wasn't a request for money. Any future spending would have to be approved by the City. She stated the pledge is a commitment to participate in a process with other regional partners to determine what are good steps to take as a collective to address homelessness and what specifically the City is going to do toward the effort. She felt they have carried out a clear process in multiple places throughout the country where they start the conversation with elected officials, followed by service providers, and finally bring everyone together. She stated it was a great idea and is excited to be a part of it. CM Johnston stated she supports the pledge and pointed out that the agenda item commentary indicated there is no public financial impact. She stated there are currently systems in place to collect homelessness data and Aurora was already doing other things, however this pledge was formalizing regional and collaborative coordination.

Outcome

Councilmembers Johnston and Coombs supported the Resolution and approved to forward the item to study session. CM Coombs requested MDHI attend the study session to give a presentation. Lana Dalton will invite MDHI and Community Solutions, the consultant company that is working with MDHI on this effort.

Housing and Homeless Services COVID-19 Funding UpdateSummary of Issue and Discussion

Staff presented on the current state of homelessness and affordable housing, the current timeline for cold-weather closures, and Federal dollars. The Point In Time count for 2018 – 2021 was shared. In 2021, the number of individuals experiencing homelessness reflected as 462, however, this is a rough estimate and it was not possible to collect true numbers due to the pandemic. Homelessness is increasing; therefore, it is important to address the issue through affordable housing and additional services in the community. The Housing Strategy listed affordable housing and rental units were short by 7,500 in 2018 for folks who earned less than \$25,000 a year, and this number has increased since then. 56,000 individuals meet that income threshold. The number of households that recently received rental assistance represents an indication of vulnerability of housing and potential housing instability.

Funding in the amount of 72M is coming to the City through Department of Treasury funds. HUD HOME Funds, CDBG, and ESG funds can possibly be anticipated for additional COVID relief. The preliminary number of HUD HOME funds in the amount of 4.2M is to be used specifically on housing for those most vulnerable. Staff presented suggestions for use of the funds; to include gap funding for five surcharge programs that have a public safety and homelessness nexus in 2022, safe outdoor spaces with programming, shower trailer, laundry, restrooms with programming, acquisition of property and/or purchase of an office building/multi-family building to convert into deeply affordable housing, land acquisition for a new shelter/construction of a new shelter, and to expand GAP financing for affordable housing development. The Committee was asked for input and highest priority as it relates

to the stimulus dollars coming. The recommendations will be presented at the Spring Workshop. (Note: recommendations will now be presented at a study session in May).

Questions/Comments

CM Johnston suggested to line the recommendations up with the strategic plan and housing goals, include the short term/long term programs and timelines, and indicate these are evidence-based driven recommendations. CM Coombs asked to clarify if the request was to add 4 to 6 million to GAP Financing, or add 2M to increase the amount from 2-4M to 4-6M. Staff clarified it was adding 4-6M. CM Coombs stated the palette homes presented at the safe outdoor symposium were promising and asked what the benefits or reasons would be to add another shelter building versus having a significant number of palette homes. Lana Dalton stated the brick and mortar option will last longer, includes service provision such as a kitchen, and offers a centralized place for staff and individuals to go to during the day. However, brick and mortar would be more expensive.

CM Berzins stated the suggestions were good. She asked what percentage of people in encampments will not go to a shelter. Lana stated that in very cold weather it's a small percentage that does not accept help. She stated some are hidden and some really do want assistance but don't know how to obtain resources. CM Berzins stated it was heartbreaking to see people on the side of the road and wished everyone who needed assistance would accept the resources offered. She stated that when individuals leave their location, they leave stuff behind and knows staff is inundated with cleanup.

CM Berzins stated she is on the Board of FRA and they are dedicated to raise funds to move Comitis and AuMHC to another location. She said she didn't understand why the City was not working with Comitis. She stated the best solution would be to find a large tract of land with a building already on the land or build one. She stated she didn't understand why, with the large amount of money coming, the City would not work together with Comitis to make it a much better and bigger place. Roberto Venegas stated it has always been money and finding the appropriate site. He said having a lot of buildings was disjointed and services were not delivered efficiently. He stated it would be a mistake if the City would not take this opportunity to leverage the funds to create a long-term solution. He stated discussions are occurring to make this happen. CM Coombs stated she is on the board with Comitis and there have been conversations regarding the deed restrictions. She felt issues of support provided by people on the campus get painted as a negative to have Comitis and the Day Resource Center (DRC) there. There are volunteer students who need and want to volunteer and benefit from the participation. Proximity to the campus is important to the board and to the students. She stated others must recognize that the campus and the FRA are engines for gentrification in that area and there is most likely no place that is optimal for the DRC and Comitis. She stated there will need to be some compromise. She believes it will always be an issue for the FRA to have the DRC and Comitis in their "backyard" and that is not a dynamic she wants to see or support. CM Johnston pointed out the proximity to the VA, which was a huge investment, and knows the intersectionality with veterans and homelessness. She stated there must be equity in those services while maintaining the partnership and coming up with some compromises.

CM Berzins stated there are numerous plans for low income housing that have been with the Planning Commission waiting to be approved for many months and hopes to see approvals and building soon. Plans include apartments and lower income houses that will help our supply of homes.

Outcome

This item was informational only and no action was taken.

MISCELLANEOUS MATTERS FOR CONSIDERATION

Housing Strategy Update

Staff stated they are governing and organizing themselves to make sure various departments, agencies and staff are aligning their activities with the housing strategy. Rodney once again described the working groups and

responsibilities related to each. The groups are working on their objectives and outcomes will be communicated. He announced the department is in the process of hiring a community engagement manager.

Mental Health Co-Responder Program Update

Staff announced the program manager position has been posted. The program working group which includes staff and external partners are working on program logistics. The program is anticipated to begin in June of 2021. The program name is being finalized.

Youth Violence Prevention Program Update

Staff announced the new program manager will begin on April 12, 2021, which is also the start of Youth Violence Prevention Week. A proclamation is being prepared for that week to be read by Council. An action table has been created to determine performance measures and priorities, and to work on RFPs to fund the various programs. Once the manager begins, the department will work closely with Denver on coordinating youth pop-up events and other events. CM Johnston stated there was unanimous support for the City to join as an official member of the Rocky Mountain Partnership that addresses violence issues and has a collective impact way to coordinate efforts. Staff stated they have met with the RMP and will continue to work with them as they navigate through the program.

Updates from Community Members

CM Johnston invited community members to give updates. Brian Arnold stated he was the president on the board at MDHI as well as on the design team for Built for Zero. He stated he would have a presentation ready for study session on the Resolution.

Chance Horiuchi stated she's been to some public meetings and understands residents are not in support of the development for Habitat for Humanity off Havana. The bid board recently asked her to be a participant at those public meetings and discussions.

Melinda Townsend of the Aurora Housing Authority stated they recently received 20 additional congressionally awarded mainstream vouchers. The vouchers are for individuals with adults in their household that have disabilities. Seventeen (17) Veteran Affairs Supportive Housing (VASH) vouchers were also received, bringing it to a total of 135-137 VASH vouchers for Veterans. She stated they are moving forward with their development at the Fitzsimmons location next to the State Veterans Administration Nursing Home. The development will include 50+ units of housing for senior Veterans, Veteran spouses, and Gold Star Parents (parents that have lost a child in military conflict). Lastly, she stated Aurora@Home is working on a new strategic plan.

Sydney Makita of the Community Housing Partners and chair of the Home Governing Board stated they applied for state tax credits for a project of 93 units called Eagle Meadow Homes on 2nd Ave., however, they were not awarded. When the second stimulus was approved in December, the 4% tax credit was at a better rate, but still didn't allow them to work on some of the deeply affordable units as anticipated. They will reapply in August and hopefully hear the result in November.

Next meeting: Thursday, May 6, 2021 at 8:30 a.m.

Meeting adjourned: 9:46 a.m.

APPROVED: _____

Committee Chair, Nicole Johnston



CITY OF AURORA

Council Agenda Commentary

Item Title: City Center Vision Update
Item Initiator: Daniel Krzyzanowski, Planning Supervisor
Staff Source/Legal Source: Daniel Krzyzanowski, Planning Supervisor / Daniel Money, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
 - Information Only
 - Approve Item and Move Forward to Regular Meeting
 - Approve Item as proposed at Regular Meeting
 - Approve Item with Waiver of Reconsideration
- Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 12/8/2020

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
 - Does Not Recommend Approval
 - Forwarded Without Recommendation
 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

HISTORY (*Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.*)

The City Center area has long been a priority area for development and planning efforts for Aurora. Throughout the 1980s, 1990s, and into the 2000s, the city conducted a number of studies and reports for the purpose of encouraging quality development in the city center area - those areas east of I-225 to the north and south of Alameda Parkway.

In February 2017, RTD opened the AuroraLine (R line) light rail service through Aurora. The city center location represents the third of the three major transit-oriented development (TOD) hubs along the AuroraLine (R Line) – the first two being Colfax Station and Nine Mile Station. This trio of locations also represents the three mixed-use, high density Urban District placetypes identified and prioritized in the Aurora Places Comprehensive Plan.

A new development proposal for the Metro Center property is under review, while the Aurora Town Center has redevelopment plans for a portion of the site, the first of what is likely to be a long-term effort to further develop and enhance the mall site. While the city has identified the area as a critical location and a portion of the study area has an urban renewal plan (2009) in place, there is not a documented vision and master development framework for the full study area against which to evaluate development proposals, incentives requests, and infrastructure investments.

To help shape and support this development interest, the city has initiated a planning process to develop a vision and development framework for the area. This process was anticipated to kick off in March 2020, however Covid-19 delayed the initiation of the steering committee and public input process. The public process kicked off this Summer and the first two rounds of public engagement have been completed.

The Housing, Neighborhood Services and Redevelopment Policy Committee was provided a preview of the project and process at the March 11, 2020, meeting, and an update and thorough summary of community feedback at their December 8, 2020, meeting. Minutes for both meetings are attached.

ITEM SUMMARY (*Brief description of item, discussion, key points, recommendations, etc.*)

Despite a delayed start due to Covid-19, the project was initiated in 2020. The project team has facilitated the steering committee and community engagement process, as well as started development of guiding principles and articulation of the community's vision for future development in the area. Key elements of the process include:

Steering Committee

The project is supported by a steering committee whose role is to provide oversight on process and input on key issues. The steering committee is comprised of City Council representatives, Planning and Zoning Commission representatives, major property owners (including Metro Center and Town Center at Aurora), nearby residents, RTD and Arapahoe County, and city staff. The steering committee has met periodically throughout the project and has been briefed on all aspects of the planning process. The steering committee is scheduled to review the draft recommendations at their meeting on April 8, 2021.

Community Engagement

The city hosted virtual public meetings on August 6 and October 21. At these online events, participants learned about opportunities for growth and development in the City Center area, as well as similar urban development in other area cities. Speakers included Visit Aurora, AEDC, representatives from Parkside at City Center, and city staff. Participants also were invited to provide input into their desired development character and activities for the area.

Additionally, the city asked for community input through an online survey that was open to the entire Aurora community and available in English and Spanish. Over 860 responses were received and provided the project team with a wealth of information on key topics that are important to the community. There was a lot of support for an active "downtown" district at City Center that included a wide variety of uses and activities. Unique or locally-owned businesses were especially desirable as were high-quality public parks and plazas. Respondents supported the idea of a "park once and walk" type of district that was safe, convenient, and comfortable to move throughout the district.

Plan Development

Staff has developed a first draft of the City Center Vision document, which includes a vision statement, guiding principles, and series of recommendations to support implementation of the city’s vision for the area. The recommendations fall into four major categories:

1. Vision and development framework
This section articulates and illustrates the city’s vision for the future of the City Center area through a vision statement and guiding principles. It also describes the preferred land uses and district character, as well as recommendations for key locations within the area.
2. Zoning and development standards
This section provides zoning and development standards that provide regulatory direction that supports the vision. These standards address density and height, building design and placement, street design and connectivity, pedestrian and bicycle facilities, parking design, and integration of public parks, plazas, and open spaces, and other development considerations.
3. Financial framework
This section describes the toolkit of public incentives or support available to the city or future developers and outlines the types of development or infrastructure that City Council *may* consider for public support.
4. Organizational framework
This section highlights the value of branding and identity to the district and recommends shared benefits of formal organization of business and property owners in the district.

Staff’s presentation will address all of four of these categories in more detail.

QUESTIONS FOR COUNCIL

Should staff proceed with releasing a public review draft of the plan and gather public input?

LEGAL COMMENTS

City Council has the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property. (City Charter art. 3-9) City Council has the authority pursuant to its police power to regulate the use and occupancy of land and structures. (City Charter art. 3-9) A home rule city's authority to adopt and implement zoning policies is governed and limited by its own charter and ordinances. *City of Colorado Springs v. Securcare Self Storage, Inc.* 10 P.3d 1244 (Colo. 2000). (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

AGENDA
HOUSING, NEIGHBORHOOD SERVICES, & REDEVELOPMENT
POLICY COMMITTEE

Wednesday, March 11, 2020 11:00 AM
Aurora Room, 1st Floor - Aurora Municipal Center

Council Member Crystal Murillo, Chair
Council Member Francoise Bergan, Vice Chair
Council Member Alison Coombs
Roberto Venegas, Deputy City Manager
Andrea Amonick, Manager, Planning & Development Services
Nancy Sheffield, Interim Director, Neighborhood Services Department

The Housing, Neighborhood Services, & Redevelopment Committee's Goal is to:

- Maintain high quality neighborhoods with a balanced housing stock by enforcing standards, in relation to new residential development, and considering new tools to promote sustainable infill development
- Plan for redevelopment of strategic areas, including working with developers and landowners to leverage external resources and create public-private partnerships

1. Welcome and Introductions
2. Review/Approval of Minutes – February 5, 2020
3. Announcements
4. New Items
 - Providence at the Heights Housing Support- One-time Funding (10/10)
Shelley McKittrick, Director, Homelessness Program
Regina Edmondson, Development Director, Second Chance Center
 - City Center Development Update (15/15)
Daniel Krzyzanowski, Principal Planner, Planning & Development Services
 - Restricted Breed Ordinance Discussion & Proposed Dangerous Dog Ordinance (10/10)
Claudine McDonald, Manager, Community Relations Division
5. Miscellaneous Matters for Consideration

Next Meeting: Wednesday, April 1, 2020

Total projected meeting time: 70 min

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HOUSING, NEIGHBORHOOD SERVICES & REDEVELOPMENT POLICY COMMITTEE
February 5, 2020

Members Present: Council Member, Chair Crystal Murillo
Council Member, Vice-Chair Francoise Bergan
Council Member, Alison Coombs

Others Present: Council Member Juan Marcano, Roberto Venegas, Nancy Sheffield, Mike Marisco, Trudy Hernandez, Cecilia Zapata, Jessica Prosser, Daniel Krzyzanowski, Bob Oliva, Frank Butz, Karen Hancock, Susan Barkman, Mary W. Lewis, Andrea Amonick, George Adams, Sandra Youngman, Michael Bryant, Tim Joyce, Shelley McKittrick, Signy Mikita, Craig Maraschky, Chance Horiuchi, and Deana Foxen.

WELCOME AND INTRODUCTIONS

Council Member Murillo welcomed everyone to the meeting. A brief introduction was made by each person in attendance.

MINUTES

The October 23, 2019 minutes were approved by Council Member Murillo.

ANNOUNCEMENTS

Mary W. Lewis shared that Providence at the Heights is nearing completion. Volunteers will begin moving household items into 49 apartment units on February 17th, with residents and families to be housed by February 24th. Ms. Lewis invited the Committee to save the date, March 20th, for an 11 a.m. Housewarming party.

Shelley McKittrick, Homelessness Program Director, thanked everyone who helped with the Point in Time study.

NEW ITEMS

COMMUNITY DEVELOPEMENT DIVISION FIVE-YEAR CONSOLIDATED PLAN

Summary of Issue and Discussion

Jessica Prosser, Community Development Manager, introduced the draft 2020-2024 Consolidated Plan, and One-year Action Plan for 2020. The Consolidated Plan is a strategic plan required by the U.S. Department of Housing and Urban Development (HUD) that supports the proposed use of funds provided for the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) Programs. The City of Aurora receives approximately \$2,850,000 in CDBG dollars, \$1,100,000 in HOME and \$250,000 in ESG each year directly from HUD. Recommendations from the Analysis of Impediments to Fair Housing include adding affordable housing to the market, continuing to fund the city’s home improvement loan program, and exploring an expanded program to buy down the cost of market rate units. Aurora’s priority needs include mitigating homelessness by expanding and preserving affordable housing, supporting non-profit service providers, and expanding economic opportunities in the workforce.

Questions/Comments – Council Member Bergan asked about the salaries and workforce development options offered through the Arapahoe Douglas Workforce. Her specific concern is that salaries are disproportionate with current housing prices. Andrea Amonick, AURA Manager, sits on the Arapahoe Douglas Workforce Investment Board. She explained the Board conducts industry studies, researches existing jobs and workforce development, analyzes economic trends, and develops training that provides skills to workers that help them promote out of minimum wage jobs. Council Member Bergan would like to see job placement offered for the following industries; aerospace/aviation, nursing/healthcare, and hospitality & tourism. Council Member Murillo asked Ms. Amonick if statistical information could be shared with the Committee.

Outcome – Ms. Amonick will provide information from the Workforce Investment Board to the Committee. Council Member Murillo thanked Ms. Prosser for the presentation.

2020 WORK PLAN

Summary of Issue and Discussion –

Council Member Bergan requested a detailed list of Aurora’s existing affordable housing inventory and asked if there was a method in place to be alerted when something becomes available. Craig Maraschky, Aurora Housing Authority, explained most recent data would be available as part of the Market Study performed last year through the Realtor’s Association. Additionally, Council Member Coombs suggested conducting a Vacancy Study, and a presentation from the Aurora @ Home Collaborative’s Landlord Recruiter.

Council Member Marcano requested a report of the consolidation of single-family homes owned by property management groups and absentee landlords. Nancy Sheffield, Neighborhood Services Department Director, suggested this information may come as part of the Housing Study, which will be presented in March or April. Mr. Marcano would like to see the Committee explore rental property licensing options.

Council Member Coombs requested a discussion to develop solutions and recommend options for the city’s involvement with respect to trash haulers and services. Additionally, Council Member Bergan requested a discussion on Code Enforcement processes.

Council Member Murillo would like to incorporate the Mobile Home Task Force into an existing Committee or Citizen Advisory Group. Also requested, information concerning how other comparable sized cities allocate their Federal Funds in comparison to Aurora.

A delegation from El Salvador would like to expand their partnership with the city through a potential coffee export cooperative or through a potential restaurant incentive program, and Council Member Murillo would like to bring that item before the Committee as well.

MISCELLANEOUS MATTERS FOR CONSIDERATION

The next meeting: Tuesday, March 11, 2020

Meeting adjourned at 4:10 p.m.

APPROVED:

Committee Chair, Crystal Murillo



**Housing, Neighborhood Services and Redevelopment
Policy Committee**

Agenda Item Commentary

Item Title: Providence at the Heights Housing Support; One-Time Funding
Item Initiator: Crystal Murillo, Council Member
Staff Source: Shelley McKittrick, Homelessness Program Director
Deputy City Manager Signature:
Outside Speaker: Regina Edmondson, Development Director, Second Chance Center
Council Goal: 4.0: Create a superior quality of life for residents making the city a desirable place to live and work--2012: 4.0-- Create a superior quality of life for residents making the city a desirable place to live and wor

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Providence at the Heights provides permanent supportive housing. We are currently 95% leased up and are in need of residence support.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Financial assistance is being requested for transition assistance, apartment furnishings, building furnishings, transportation, security, on-site staff assistance, on-site resources, and building finishes.

QUESTIONS FOR Committee

Does the Committee wish to approve the funding request and proceed to Study Session?

EXHIBITS ATTACHED:

Back-up not included

Providence at the Heights Housing Support
One-Time Funding



Housing, Neighborhood Services and Redevelopment Policy Committee

Agenda Item Commentary

Item Title: City Center Development Update
Item Initiator: Daniel Krzyzanowski, Principal Planner
Staff Source: Daniel Krzyzanowski, Principal Planner, 303-739-7187
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 5.2: Plan for the development and redevelopment of strategic areas, station areas and urban centers--2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban center

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

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ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The City Center area has long been a priority area for development and planning efforts for Aurora. Throughout the 1980s, 1990s, and into the 2000s, the city conducted a number of studies and reports for the purpose of encouraging quality development in the city center area - those areas east of I-225 to the north and south of Alameda Parkway.

In February 2017, RTD opened the AuroraLine (R line) light rail service through Aurora. The city center location represents the third of the three major transit-oriented development (TOD) hubs along the AuroraLine (R Line) – the first two being Colfax Station and Nine Mile Station. This trio of locations also represents the three mixed-use, high density Urban District placetypes identified and prioritized in the *Aurora Places Comprehensive Plan*.

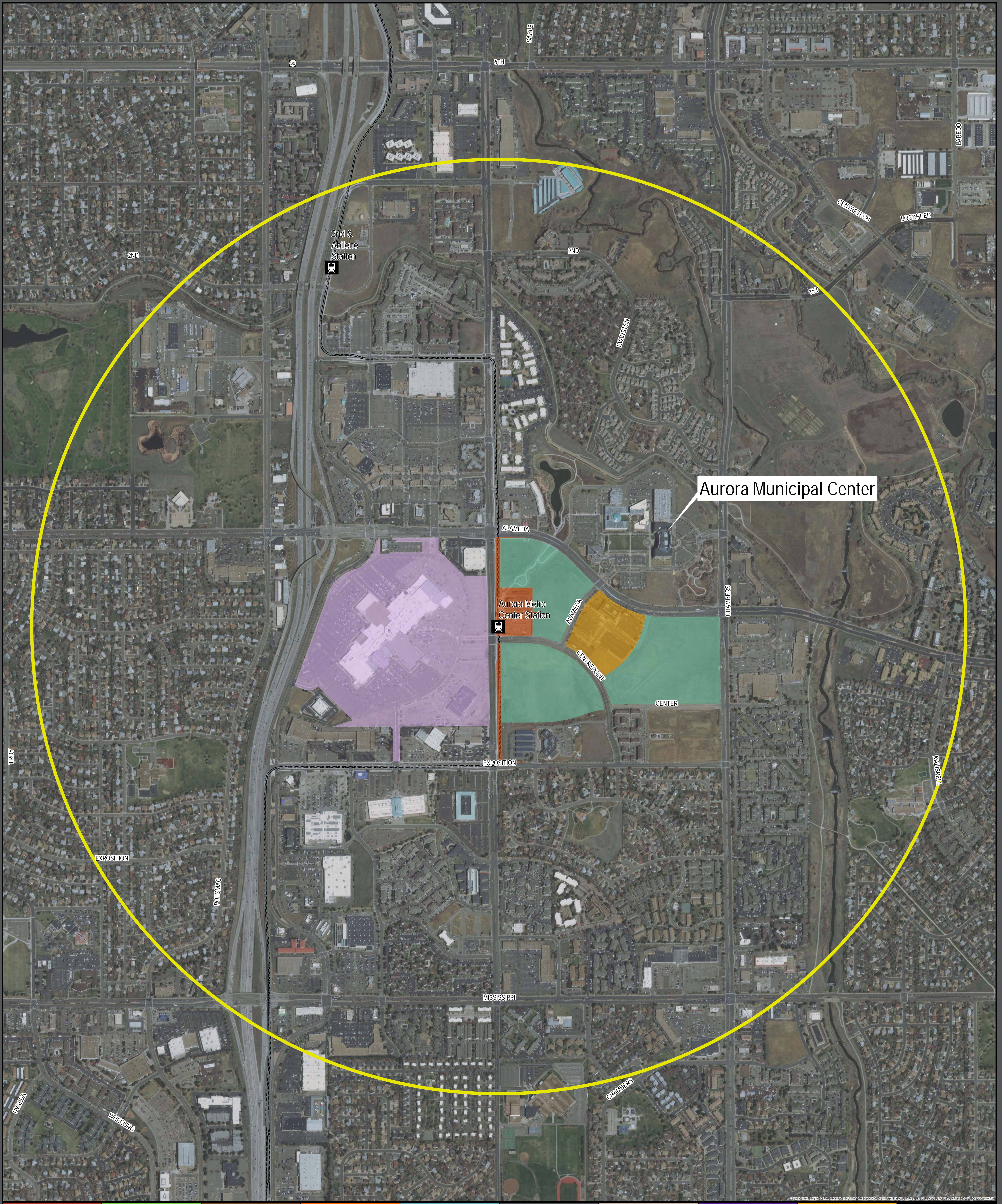
A new development proposal for the Metro Center property is imminent, while the Aurora Town Center has redevelopment plans for a portion of the site, the first of what is likely to be a long-term effort to further develop and enhance the mall site. While the city has identified the area as a critical location and a portion of the study area has an urban renewal plan (2009) in place, there is not a documented vision and master development framework for the full study area against which to evaluate development proposals, incentives requests, and infrastructure investments. The attached map identifies these key property holdings.

To help shape and support this development interest, the city will initiate a planning process to develop a vision and development framework for the area. This process is anticipated to take 6 months to complete and will feature a broad public input element for the community to share their desires for how this important part of Aurora continues to develop. Staff's presentation will preview the goals, participants, and schedule for this planning effort.

QUESTIONS FOR Committee

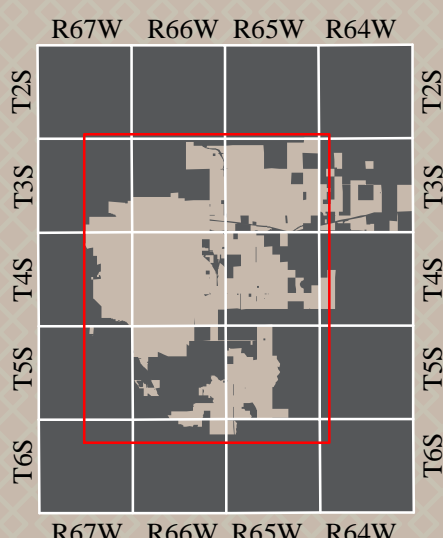
EXHIBITS ATTACHED:

Base Map LQ.pdf
3/11/2020

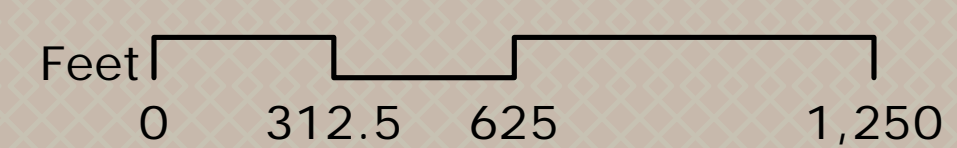


Planning and Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7000
GIS@auroragov.org



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City of Aurora, Colorado Aurora City Center and Vicinity Planning Areas

December 27, 2019
3000 Scale



Legend

- Light Rail Stations
- Light Rail Lines
- Aurora Metro Center Parcels
- Arapahoe County Building
- Town Center at Aurora Parcels
- RTD Parcels



**Housing, Neighborhood Services and Redevelopment
Policy Committee**

Agenda Item Commentary

Item Title: Restricted Breed Ordinance Discussion & Proposed Dangerous Dog Ordinance
Item Initiator: Claudine McDonald, Community Relations Division Manager
Staff Source: Claudine McDonald, Community Relations Division Manager x37653
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 4.0: Create a superior quality of life for residents making the city a desirable place to live and work--2012: 4.0-- Create a superior quality of life for residents making the city a desirable place to live and wor

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The ordinance related to keeping pit bulls and other restricted breeds of dogs was approved by City Council and became effective in 2005. The ordinance was amended in 2011 to accommodate changes made to the Americans with Disabilities Act, and allow for certain exemptions. A ballot question was presented to the voters in 2014, finding approximately 36% of the votes were in favor or repealing the ordinance, and 64% in favor of retaining the ordinance.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

City Council has requested discussion of the Restricted Breed Ordinance, Section 14-75 of the Aurora Municipal Code.

QUESTIONS FOR Committee

1. Does the Committee wish to retain the Restricted Breed Ordinance Section 14-75 of the Municipal Code?
2. If the Committee wishes to repeal the Restricted Breed Ordinance Section 14-75 of the Municipal Code, does the Committee wish to do so by ballot? Or by Ordinance?
3. Does the Committee support moving the proposed draft ordinance forward to Study Session?

EXHIBITS ATTACHED:

- Proposed Ordinance.pdf
- Restricted Breed Memorandum.pdf
- Sec. 14-7 Keeping Agressive or Dangerous Animals.pdf

MEMORANDUM

TO: Housing, Neighborhood Services & Redevelopment Policy Committee

THROUGH: Roberto Venegas, Deputy City Manager

FROM: Nancy Sheffield, ^{NS}Interim Director, Neighborhood Services Department
Anthony Youngblood, Manager, Animal Services Division

DATE: March 4, 2020

SUBJECT: Restricted Breed Ordinance Discussion and Proposed Dangerous Dog Ordinance

City Council has requested discussion of the Restricted Breed Ordinance, Section 14-75 of the Aurora Municipal Code by the Housing, Neighborhood Services and Redevelopment Policy Committee. Several City Council Members have expressed an interest in repealing this ordinance. In November 2014, the question was put on the ballot as to whether the ordinance should be retained or repealed. At that time, approximately 64 percent of the votes were to retain the ordinance. The City Attorney's Office has indicated the vote was advisory, so if City Council wishes to repeal the ordinance, it could be repealed by returning to the voters with a ballot question, or it could be repealed by ordinance.

Background

The ordinance, approved by City Council on October 24, 2005, became effective on November 26, 2005 and by February 2006, 498 grandfathered, restricted breeds of dogs were licensed in Aurora.

February 11, 2008: City Council reviewed the ordinance in Study Session to determine its effectiveness. It was decided that no further action was needed to be taken at that time and to keep the ordinance as written. (Please see copy of report, attached.)

May 5, 2011: The ordinance was amended to

- Remove the ban for 7 of the 10 types of dogs originally defined as restricted breeds (American Bulldog/Old Country Bulldog, Dogo Argentino/Argentinian Mastiff, Presa Canario, Presa Mallorquin, Tosa Inu, Cane Corso and Fila Brasileiro) and continue to prohibit those defined as pit bulls (American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier.)
- An exemption for pit bull service dogs was added to accommodate changes made to the Americans with Disabilities Act.
- DNA testing was included as a method for determining a dog's breed. Dogs with test results that denote 50 percent or less genetic pit bull composition are allowed in the city without restriction.

November, 2014: A ballot questions was presented to the voters and approximately 64 percent of the votes were to retain the ordinance and approximately 36 percent of the votes were to repeal the ordinance.

September, 2018: Chapter 14 Animal Code proposed revisions were brought by staff to City Council and Council requested staff to seek public input on the proposed revisions to Chapter 14. Public Engagement included social media postings, a dedicated page on Auroragov.org, and a survey. From May - July, 2019, staff continued the public engagement process with an on-line survey and three open houses.

October, 2019: Staff presented information from the public engagement process to the Housing, Neighborhood Services & Redevelopment Policy Committee.

We currently have a plan for additional public input and are working with Communications.

Questions for the Committee

1. Does the Committee wish to retain the Restricted Breed Ordinance Section 14-75 of the Municipal Code?
2. If the Committee wishes to repeal the Restricted Breed Ordinance Section 14-75 of the Municipal Code, does the Committee wish to do so by ballot? Or by ordinance?

We have had an Aggressive Animal ordinance in the Municipal Code for many years. Please see attached Sec. 14-7 – Keeping aggressive or dangerous animals. Although this ordinance has been effective throughout the years in dealing with aggressive dogs, staff recommends the adoption of the attached proposed ordinance which will allow greater flexibility with our enforcement and court cases. The proposed dangerous dog ordinance will allow for the following:

- Develop a tiered system for the judges to assess the action of the dog in determining the level of offense.
- Allow an Animal Protection Officer to have more discretion in handling each situation.
- Update the ordinance to be more current with other jurisdictions.

Staff will be present at the meeting to respond to questions of the Committee. Please let us know if you would like further information.

Question for the Committee

1. Does the Committee support moving the proposed draft ordinance forward to Study Session?

Below is exact ordinance verbiage:

Sec. 14-75. Unlawful Keeping of Pit Bulls or Restricted Breed of Dog:

Section 5. At the end of the two-year period measured from the effective date of this ordinance the City Manager or designee shall be required to perform a comprehensive study to evaluate the effectiveness of this ordinance. The study shall be completed within 90 days and results thereof shall be presented to the City Council at a study session. At a minimum the evaluation must include, tabulated by calendar year:

1. The number of pit bulls and restricted breeds involved in reported attacks and bites upon both persons and animals. *
2. The number of pit bulls and restricted breeds impounded, and the result of such impoundment. *
3. The number of convictions for any violation of chapter 14 of the Aurora City Code resulting from pit bulls and other restricted breeds. *
4. The amount of fines assessed for violations of this ordinance.
5. The number of pit bulls and other restricted breeds registered pursuant to this ordinance.
6. The amount of fees collected as a result of licensing pursuant to this ordinance.

This section 5 shall not be construed as any type of sunset provision and the ordinance shall remain in full force and effect until otherwise amended or repealed by City Council.

*Numbers 1, 2 and 3 of this evaluation must also include a comparative analysis to unrestricted breeds.

ENFORCEMENT ANALYSIS

Field Service Calls: Animal Care Officers are required to investigate complaint calls. They must also conduct property inspections to ensure owners have well-constructed fencing around their property, six-sided locked pens for confining their dogs, and warning notices posted on gates and at the front door of their residence.

	<u>Complaints</u> <u>Investigated</u>	+	<u>Property</u> <u>Inspections</u>	=	<u>Total</u> <u>Field Service Calls</u>
2006	532		498		1,030
2007	400		73		473

Bites: Prior to the passage of the Restricted Breed ordinance, the ten restricted breeds of dogs represented an unusually high number of bites in the community when compared to the number of Restricted Breeds licensed in the City. Bites from restricted breeds have dropped since enforcement began:

- 2007: 15 Restricted Breed bites; 9.6% of the 157 bites from all other dogs combined*
- 2006: 8 Restricted Breed bites; 6.2% of the 129 bites from all other dogs combined
- 2005: 27 Restricted Breed bites; 24.6% of the 110 bites from all other dogs combined
- 2004: 33 Restricted Breed bites; 18.5% of the 178 bites from all other dogs combined
- 2003: 28 Restricted Breed bites; 15.1% of the 185 bites from all other dogs combined

* For this report, "all other dogs/all other dog breeds" does not include any Restricted Breeds of dogs

Impoundment and disposition: 2006, the first year of enforcement for the Restricted Breed ordinance, saw a dramatic increase in the number of prohibited dogs impounded at the Aurora Animal Shelter (from 478 in 2005 to 758 in 2006). Prior to 2006, the majority of these dogs were impounded for running at large. That changed once City Council grandfathered dogs licensed at the time the ordinance became effective. Following the approval of the ordinance, Restricted Breeds were now impounded simply for being in Aurora without the proper license. Animal Care Officers are required to impound all unlicensed Restricted Breeds of dogs observed and issue corresponding summonses to the owners.

The number of Restricted Breeds impounded in the Aurora Animal Shelter dropped significantly after the initial year of enforcement (from 758 in 2006 to 269 in 2007). A few of these dogs were returned to their owners for permanent removal outside the City, and none of them were eligible for adoption in Aurora; subsequently a large number of these dogs were euthanized.

<u>Year</u>	<u>Restricted Breeds Impounded</u>
2007	269
2006	758
2005	478
2004	372
2003	289
2002	169

Convictions: Significantly more summonses were issued for violation of Sec. 14-75 in 2006, when the ordinance first took effect, than were issued in 2007. It is believed ordinance publicity and the community's 'word-of-mouth' about strict enforcement efforts helped reduce the number of these dogs in the City.

2006: 238 summonses issued with 779 charges and 215 Restricted Breed convictions

2007: 137 summonses issued with 480 charges and 89 Restricted Breed convictions

FINANCIAL ANALYSIS

Fines and Forfeitures: Conviction in Aurora Municipal Court of unlawfully keeping a Restricted Breed of dog carries a minimum fine of \$700. Per ordinance, judges may not suspend the fine. According to Municipal Courts, fines assessed and paid for the first two years of enforcement:

2006: Fines assessed: \$138,375 Fines paid: \$47,656

2007: Fines assessed: \$ 93,399 Fines paid: \$73,594

Not everyone can pay the entire amount of the fines assessed at the time of their court appearance. Fees collected in 2007 also reflect payments made towards penalties assessed by the court in 2006.

Fees / Registrations: Only those owners whose animals were grandfathered via registration in accordance with the ordinance are able to purchase (renew) licenses in the future. Therefore, the largest numbers of licenses sold were in 2006 and that number will decrease every year thereafter as animals are relocated out of the City or die. There will be a corresponding decrease in revenue fees associated with Restricted Breed registrations:

2006: 498 Restricted Breeds were licensed in the City with associated fees of \$99,600. Many owners used that first year to relocate their dog or move out of Aurora.

2007: 355 Restricted Breeds were licensed; revenue decreased to \$73,514.

Note: 2007 revenues also reflect some licenses renewed early at an increased fee rate for 2008 (\$200 per license in 2006 and 2007 compared to \$218 per license for 2008).

Status of Revenue and Expenditure:

City Council mandated that the management of the Restricted Breed Ordinance must be "budget neutral" so as to have no impact on the General Fund. Therefore, a designated revenue account was established for revenues and expenditures. City Council gave initial approval for the hiring of two contract employees, an Animal Care Officer and a Shelter Attendant and the outfitting of a van.

As of January 31, 2007, we had revenue deposits in the amount of \$363,074 from licenses, other administrative fees, and court fines.

	<u>2005</u>	<u>2006</u>	<u>Preliminary 2007</u>	<u>Total</u>	<u>Projected 2008*</u>
Court fees and fines	-	47,656	73,594	121,250	84,654
Administrative fees	-	22,115	33,862	55,977	56,020
License renewals	3,060	99,600	73,514	176,174	53,410
<u>Interest earned</u>	<u> </u>	<u>2,426</u>	<u>7,247</u>	<u>9,673</u>	<u> </u>
Total Revenue	\$3,060	\$171,797	\$188,217	\$363,074	\$194,084
Total Expense	\$8,901	\$ 95,394	\$102,380	\$206,674	\$194,084
2007 Preliminary Fund Balance				\$156,400	

At 2007 year-end there have been \$206,674 expenditures charged to this account for the management and enforcement of the Restricted Breed Ordinance. We have an estimated fund balance of \$156,400.

* Projected 2008 budget does not include actuals, but rather projected amounts.

SUMMARY

- The number of Restricted Breeds impounded in the Aurora Animal Shelter peaked during the first-year of enforcement, then dropped sharply to fewer than the number impounded in 2003.
- The number of dogs grandfathered via registration dropped the second year, as was expected. Registrations are anticipated to decrease annually until there are no licensed Restricted Breeds in the City.
- The revenue associated with registration declined the second year of enforcement and will continue to decline as dogs are moved out of the City or die.
- The number of bites from Restricted Breeds of dogs declined significantly the first year, and although the bites increased slightly the second year of enforcement, bites from Restricted Breeds remained lower than they were before passage of the ordinance.
- Fewer complaints were received by the Animal Care in 2007 than in 2006 regarding Restricted Breeds and fewer of these dogs were observed in the field by Animal Care Officers.
- The number of summonses issued for unlawful keeping of a Restricted Breed of dog declined significantly from 2006 to 2007. A corresponding decrease in convictions was reported by Municipal Courts.
- Municipal Courts report the amount of fines collected increased from 2006 to 2007.
- To date, this ordinance has remained budget-neutral, per Council's directive. Revenue has off-set expenditures.

NOTE: Please see attached chart (2006 and 2007 Report Required by Ordinance) and a copy of the ordinance.

Staff Recommendation

The study indicates that this ordinance has been effective with a reduction in the number of Restricted Breeds impounded, in the number of bites by Restricted Breeds, in the number of citizen complaints and in the summonses to court regarding Restricted Breeds. The financial analysis indicates that the revenues have paid for expenses with a fund balance of \$156,400 going into 2008. In addition to our costs of enforcement and shelter, we will have some charges against this fund balance in early 2008 to address some areas of the Animal Care facility that were impacted by this ordinance. We would like to see how many licenses are issued in 2008 and look at the revenue coming in from fines and other administrative fees. Staff will then be in a better position to make a recommendation regarding a potential change in the cost of the license should Council wish to make an adjustment for 2009.

KEY ISSUES: *(Special circumstances or requests, support or opposition)*

LEGAL COMMENTS:

Action on this item is within the sound discretion of City Council. The constitutionality of the ordinance is presently the subject of litigation in Federal District Court; given the relative strengths and weaknesses of the Parties' respective positions, the City Attorney's Office is guardedly optimistic about the eventual outcome of this lawsuit.

Signature: _____

FISCAL AND OPERATING IMPACT ON THE CITY: (If Yes, EXPLAIN) Yes No

Signature: Nancy Sheffield

FISCAL AND OPERATING IMPACT ON OTHERS: (If Yes, EXPLAIN) Yes No

Significant Nominal

The owners of Restricted Breeds of dogs and convicted violators of the ordinance pay for the cost of enforcement, sheltering and all expenses related to the ordinance through the payment of license fee, other administrative fees and fines; thereby not creating an impact on the City's General Fund.

Signature: Nancy Sheffield

STUDY SESSION QUESTIONS FOR COUNCIL:

Has City Code Section 14-75 related to the keeping of Pit Bulls and other Restricted Breeds of dogs been effective, as measured by the evidence presented in the comprehensive study?

EXHIBITS ATTACHED:

- A - Chart (2006 and 2007 Report Required by Ordinance)
- B - Ordinance No. 2005-84
- C -
- D -
- E -
- F -
- G -
- H -
- I -
- J -

**RESTRICTED BREED OF DOG
2006 AND 2007 REPORT REQUIRED BY ORDINANCE**

1. The number of pit bulls and restricted breeds involved in reported attacks and bites upon both persons and animals (*compared to all breeds).

Year	Restricted Breed Attacks/Bites on Humans	Restricted Breed Attacks/Bites on Animals	Restricted Breed Total Attacks/Bites	All Other Dog Breeds Attacks/Bites on Humans	All Other Dog Breeds Attacks/Bites on Animals	All Other Breeds Total Attacks/Bites
2006	8	0	8	123	6	129
2007	11	4	15	150	7	157

2. The number of pit bulls and restricted breeds impounded, and the result of such impoundment (*compared to all breeds).

Year	Impound	Released to owner	Adopt	Transfer	Rescue	Missing	Disposal	Died	Euthanized	Outcome Total
2006 Restricted Breed	758	130	0	5	3	0	7	4	636	785
2006 Other Dogs	2,158	893	576	73	73	1	52	12	413	2,093
2007 Restricted Breed	269	85	0	7	3	0	4	0	173	272
2007 All Other Breeds	2,141	897	594	106	109	0	51	9	363	2,131

Note: The outcome total number is different than the impound number because some animals are already in the shelter on January 1st of each year. There are also some animals still in the building on December 31st at the end of the year that do not have an 'outcome' until some time after the 1st of the year.

Restricted Breeds transferred or rescued out of the shelter are puppies of questionable heritage, younger than 3 months, have passed temperament and health evaluations and are transferred to facilities outside the City of Aurora. It is difficult to accurately assess a breed younger than 6 months because the physical appearance changes as a puppy 'grows into itself.' Puppies of owners living in Aurora require a second Breed Evaluation at 6 months.

3. The number of convictions for any violation of chapter 14 of the Aurora City Code resulting from pit bulls and other restricted breeds (*compared to all breeds).

Year	Restricted Breed Summonses Issued	Restricted Breed Charges Filed	Restricted Breed Convictions	All Other Dogs Summonses Issued	All Other Dogs Charges Filed	All Other Dogs Convictions
2006	238	779	215	1,397	11,026	7,316
2007	137	480	89	1,249	10,786	5,463

4. The amount of fines assessed for violations of this ordinance.

Year	Restricted Breed Fines Assessed	Restricted Breed Fines Paid
2006	\$138,375	\$47,656
2007	\$ 93,399	\$73,594

5. The number of pit bulls and other restricted breeds registered pursuant to this ordinance; and

6. The amount of fees collected as a result of licensing pursuant to this ordinance.

Year	Restricted Breed Registrations	Restricted Breed License Fees Paid
2006	498	\$99,600
2007	355	\$73,514

Sec. 14-7. - Keeping aggressive or dangerous animals.

- (a) *Prohibited.* It shall be unlawful for any person to keep or harbor an aggressive or dangerous animal. For the purposes of this chapter, the term "aggressive or dangerous animal" shall mean any dog or other animal that, without intentional provocation, bites or attacks humans or other animals or in an aggressive or dangerous manner approaches any person or other animal in an apparent attitude of attack, whether or not the attack is consummated or capable of being consummated. It shall be an affirmative defense to charges under this section if the actual or intended victim of any attack has made an unlawful entry into the dwelling of the owner.
- (b) *Guard dogs excepted.* Dogs maintained as guard dogs, as defined in section 14-74 and in compliance with such section, shall not be included under this section.
- (c) *Immediate destruction.* Nothing in this chapter shall be construed to prevent the immediate destruction by an animal care officer or a police officer of any aggressive or dangerous animal when less drastic methods, such as tranquilizing, are not available or effective and when an animal care officer, a police officer or the animal's owner is unable to promptly and effectively restrain or control the animal so that it might be impounded.

(Code 1979, § 7-4; Ord. No. 97-51, § 5, 10-13-97; Ord. No. 2004-52, § 4, 8-23-2004; Ord. No. 2014-23, § 2, 7-28-2014)

Editor's note— Ord. No. 2014-23, § 2, adopted July 28, 2014, amended the catchline of § 14-7 to read as herein set out. Section 14-7 formerly pertained to "Keeping vicious, aggressive or dangerous animals."

ORDINANCE NO. 2020-____

A BILL

FOR AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 14-1, 14-4, AND 14-7 OF THE CITY CODE RELATED TO ENACTING AN AGGRESSIVE ANIMAL, POTENTIALLY DANGEROUS ANIMAL AND DANGEROUS ANIMAL ORDINANCE AND ADDING A RECKLESS DOG OWNER PROHIBITION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The following definitions shall be added to section 14-1 of the City Code of the City of Aurora, Colorado, which definitions shall read as follows;

Sec. 14-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aggressive animal means an animal, whether under the control of the owner or not, except a dog assisting a law enforcement officer engaged in law enforcement duties, which without provocation or justification approaches any person or other animal in an apparent attitude of attack. An animal that is on its owner's property that acts aggressively at a fence or barrier but does not leave the owner's property shall not be deemed to be an aggressive animal.

Aurora Animal Services Division Manager means the Manager of the Aurora Animal Services Division of the City of Aurora, Colorado or such other person designated by the City and the term shall also include such person's designee.

Bite(s) means any contact between an animal's teeth and the skin of a human which causes a puncture wound, laceration or other piercing of the skin.

Dangerous animal means any animal, whether under the control of the owner or not, except a dog assisting a law enforcement officer engaged in law enforcement activities, that

- (a) Has a second confirmed bite to a human or kills a domesticated animal;
- or
- (b) Has an owner that has failed to maintain or abide by the conditions of release of a dangerous dog ordered by the court or a dangerous animal permit.

Potentially dangerous animal means any animal, which while running at large, except a dog assisting a law enforcement officer engaged in law enforcement duties:

- (a) Bites a human; or
- (b) Has been previously adjudged to be a potentially dangerous animal, or a similar definition, by any jurisdiction that has not had the declaration waived.

Proper enclosure means a structure which:

- (a) Is suitable to prevent the entry of young children and to prevent the animal from escaping;
- (b) Is a six-sided structure with a bottom permanently attached to the sides and the sides must be at least 5 feet wide x 10 feet long x 5 feet high to prevent the animal from escaping;
- (c) Shall provide appropriate protection from the elements for the animal;
- (d) Shall provide adequate exercise room, light, and ventilation for the animal;
- (e) Must comply with all zoning and building ordinances of the City; and
- (f) Must be kept in a clean and sanitary condition and approved by an Animal Protection Officer.

Provocation means any action or activity, whether intentional or unintentional which would be reasonably expected to cause a normal animal in similar circumstances to react in a manner similar to that shown by the evidence.

Serious physical injury [as also defined in C.R.S. § 18-1-901 (2018)] means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of serious permanent disfigurement, a substantial risk of protracted loss or impairment of the function of any part or organ of the body, or breaks, fractures.

Section 2. That subsections (b) and (g) of section 14-4 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 14-4. - Impoundment; court proceedings; ~~destruction~~ **surrender** of animals.

- (b) *Length of impoundment.* If there is probable cause to believe that there is a violation of section 14-5, 14-6, 14-7, 14-8, 14-10, 14-11, 14-12, 14-13, 14-71, 14-72, 14-74, 14-75, 14-101, 14-102, **14-131, 141-134** or 14-161, the animal may be taken into custody by the animal care protection officer or member of the police department and impounded in the animal shelter in a humane manner. Except as otherwise provided in subsection (g), such impoundment shall be for a period of not less than ~~three~~ **five (5) business days**, unless earlier claimed. If the owner fails to claim the impounded animal after ~~three~~ **five (5) business days** subsequent to being notified or reasonable efforts to notify have been made, the animal shall be **deemed surrendered to the Aurora Animal Services Division. become the property of the city and shall be disposed of in a humane manner at the discretion of the city manager or designee.** The owner shall still be subject to all fees and costs.

- (g) *Court findings; release of animal; surrender.* If a complaint has been filed in the municipal court against the owner of an animal impounded for violation of section 14-6, 14-7, 14-8, 14-10, ~~14-12, 14-13~~, 14-71, ~~14-72~~, 14-74 or 14-75, the animal shall not be released from impoundment except on the order of the municipal judge. **For violations of section 14-5, 14-11, 14-12, or 14-13, a field supervisor or the division manager have the discretion to release the animal without the need for a court ordered release or may hold the animal for an order from the municipal judge.** The municipal judge may, upon making a finding that the alleged owner has failed to appear for any court date on the complaint, order the animal to be surrendered to the Aurora Animal ~~Care Services~~ Division. ~~or destroyed in a humane manner.~~ When, at a **court disposition** hearing for release or surrender of an animal that has been found by the municipal court, by a preponderance of the evidence, to be a restricted breed **or the animal is in violation of any provision of section 14-75** the animal shall be ordered surrendered unless the owner produces evidence deemed sufficient by the court pursuant to section 14-75(e) that the restricted breed will be permanently taken out of the city. At any other hearing for release or surrender the animal shall be ordered surrendered **to the Aurora Animal Services Division** unless the municipal judge finds, by a preponderance of the evidence, there exists reasonable assurance that the animal can be safely maintained, cared for and controlled without danger to the community and that the animal does not create a nuisance to the surrounding neighbors or community. In determining whether the animal can be safely maintained, cared for and controlled by its owner, the judge shall consider all relevant and reliable evidence, whether or not the evidence is admissible at trial, including, without limitation, pre-bite or post-bite behavior indicative of aggressive or dangerous tendencies regardless of impoundment status. If the animal's owner wishes to have a behavior assessment performed before the surrender hearing, he or she shall notify and work with Aurora Animal Services to set up and complete such assessment following the Aurora Animal Service's shelter policies. Aurora Animal Services shall include language giving written notification (in bold print) of the right to a behavior assessment to any owner of an animal impounded and set for an impound hearing under this section. If the animal's owner chooses to conduct an assessment, the findings from each assessment shall be shared with the other party within five (5) **business** days of the assessment being conducted, and at least five (5) **business** days before the date of the impound hearing provided for in Section 14-4(g). The assessment shall be presented to the Judge at the impound hearing. The Judge shall also hear any proffered evidence of the circumstances of the initial bite including whether it occurred on the owner's property, including provocation and evidence relating to the ability to keep the animal on/with the owner utilizing any requirements able to be taken by the owner to minimize any recurrence. All options in lieu of surrender shall be considered. An order of ~~destruction~~ ~~or~~ surrender of an animal shall not relieve the owner of payment of fees, ~~or~~ costs, **or restitution** which resulted from the impoundment. **When making the determination the animal can be safely maintained, cared for and controlled without danger to the community and that the animal does not create a nuisance to the**

surrounding neighbors or community the municipal court judge shall make a determination the animal is:

- (i) A potentially dangerous animal;
- (ii) A dangerous animal; or
- (iii) An aggressive animal.

Section 3. That section 14-7 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-7. – Keeping **potentially dangerous**, aggressive, or dangerous animals.

- (a) **Potentially Dangerous Animal Prohibited.** It shall be unlawful for any person owner to possess, care for, keep, maintain or harbor an aggressive or a potentially dangerous animal. ~~For the purposes of this chapter, the term "aggressive or dangerous animal" shall mean any dog or other animal that, without intentional provocation, bites or attacks humans or other animals or in an aggressive or dangerous manner approaches any person or other animal in an apparent attitude of attack, whether or not the attack is consummated or capable of being consummated. It shall be an affirmative defense to charges under this section if the actual or intended victim of any attack has made an unlawful entry into the dwelling of the owner.~~
- (b) **Aggressive Animal Prohibited.** It shall be unlawful for any owner to possess, care for, keep, maintain or harbor an aggressive animal.
- (c) **Dangerous Animal Prohibited.** It shall be unlawful for any owner to possess, keep, care for, maintain or harbor a dangerous animal.
- (d) **Unknown Owner.** If the animal that meets the definition of potentially dangerous animal, dangerous animal, or aggressive animal and the identity of the owner of the animal cannot be reasonably determined the animal shall be immediately seized and impounded. Any animal impounded that is not claimed within a five-business day period the animal will be deemed to have been surrendered to the Aurora Animal Services Division.
- (e) **Penalty.** Any owner who is convicted of having a potentially dangerous, dangerous or aggressive animal shall be subject to the penalty provisions as provided in section 1-13 of the City Code.
- (f) **Keeping of an Aggressive Animal or Potentially Dangerous Animal.** After an owner has been adjudicated by the Aurora Municipal Court as having either an aggressive animal or potentially dangerous animal, as a condition of returning the aggressive animal or potentially dangerous animal to the owner, the Court shall order the owner:
 - (1) To apply for an aggressive or potentially dangerous animal permit within five (5) business days of the date of a conviction, and maintain and comply with the conditions of the permit and this section at all

times, until the Court waives the aggressive animal or potentially dangerous animal determination;

- (2) Not permit the aggressive or potentially dangerous animal to run at large or leave the owner's property unless the animal is securely leashed and muzzled; and
- (3) To spay or neuter the aggressive or potentially dangerous animal and provide proof of sterilization to the Aurora Animal Services Division within fourteen (14) calendar days of the Court's order.

In addition to any other penalty or condition imposed by the Court for violating this section the Court may revoke the aggressive or potentially dangerous animal permit and order the surrender of the animal to the Aurora Animal Services Division if the Court finds sufficient evidence the owner has not complied with all the conditions or restrictions ordered by the Court or has otherwise violated any other provision of Chapter 14. The owner of an animal ordered surrendered to the Aurora Animal Services Division is subject to the surrender requirements as provided in section 14-4.

- (g) *Waiver of the Aggressive Animal or Potentially Dangerous Animal Determination.* The owner of an aggressive animal or potentially dangerous animal may apply to the Aurora Animal Services Division Manager to have the declaration waived after two (2) years upon meeting the following conditions:
- (1) The owner of the aggressive animal or potentially dangerous animal has not been convicted of violating any provision of Chapter 14, other than one conviction of keeping barking dogs, for the previous two (2) years; and
 - (2) The owner of the aggressive animal or potentially dangerous animal has complied with all the Court ordered provisions, the provisions of this section, and the provisions of the aggressive or potentially dangerous animal permit for the previous two (2) years; and
 - (3) The owner provides proof to the Aurora Animal Services Division Manager of successful completion of a behavior modification program administered by a Certified Pet Dog Trainer, Certified Dog Behavior Consultant, or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists or equivalent training.
- The Aurora Animal Services Division Manager shall forward the waiver request to the Aurora Municipal Court for a hearing to waive or rescind the aggressive animal or potentially dangerous animal declaration.
- (h) *Keeping of a Dangerous Animal.* After an owner has been adjudicated by the Aurora Municipal Court as having a dangerous animal, as a condition of returning the dangerous animal to the owner, the Court shall order the owner to apply for a dangerous animal permit within five (5) business days of the date of a conviction, maintain and comply with the conditions of the permit and this section at all times, until the Court waives the dangerous

animal determination. The following conditions and requirements shall be part of the Court's order to release the dangerous animal to its owner.

- (1) *Enclosure.* Whenever outside of a residential structure the owner shall keep the animal in a locked proper enclosure;**
- (2) *Leash.* No owner of a dangerous animal shall allow the animal to exit its residential structure or proper enclosure unless the animal is securely attached to a leash not more than four (4) feet in length and held by a person who is both over the age of eighteen (18) and who has the physical ability to restrain the animal at all times. No owner shall keep or permit the animal to be kept on a chain, rope or other type of leash outside its residential structure or proper enclosure unless a person capable of controlling the animal is in physical control of the leash;**
- (3) *Muzzle.* When a dangerous animal is outside of its residential structure or proper enclosure the animal must wear a properly fitted muzzle to prevent the animal from biting humans or another animal. Such muzzle shall not interfere with the animal's breathing or vision. It shall be unlawful for any owner of a dangerous animal to allow the animal to be outside of its residential structure or proper enclosure without wearing a muzzle.**
- (4) *Confinement.* Except when leashed and muzzled as provided in this subsection, a dangerous animal shall be securely confined in a residential structure or confined in a locked proper enclosure;**
- (5) *Indoor Confinement.* No dangerous animal shall be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such house or structure on its own volition. In addition, no dangerous animal shall be kept in a house or structure when window screens, screen doors or wire screen doors are the only obstacle preventing the animal from exiting the house of structure;**
- (6) *Signs.* All owners of dangerous animals shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog";**
- (7) *Liability Insurance, Surety Bond.* Subject to judicial discretion, the Court may require the maintenance of either a homeowners, condominium or renter's insurance policy as applicable with a policy minimum of \$100,000.**
- (8) *Identification Photographs.* All owners of dangerous animals must within ten (10) calendar days of a determination the animal is**

dangerous provide the Aurora Animal Services Division with two color photographs of the registered animal clearly showing the breed, color and approximate size of the animal;

- (9) *Microchip.* All owners of dangerous animals shall microchip the dangerous animal within ten (10) calendar days of a determination the animal is dangerous and provide the microchip information to the Aurora Animal Services Division to register the animal as dangerous;**
- (10) *Spaying/Neutering.* All owners of dangerous animals, if not already so treated, shall spay or neuter the animal within fourteen (14) calendar days of a determination the animal is dangerous and provide proof of the sterilization to the Aurora Animal Services Division;**
- (11) *Sale or Transfer of Ownership.* No owner shall sell, barter or in any way dispose of or transfer a dangerous animal registered with the City as a dangerous animal to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the owner of the dangerous animal. The owner of a dangerous animal may sell or otherwise dispose of a registered dangerous animal to a person(s) who does not reside within the City if the owner transferring the animal discloses the animal has been declared to be a dangerous animal by the Aurora Municipal Court to the person who wants to be the animal's new owner and has the new owner of the dangerous animal read and sign a "Liability Waiver" provided by the Aurora Animal Services Division. The owner who transfers ownership of the animal shall immediately notify the Aurora Animal Services Division of any change of ownership of any dangerous animal and provide the Liability Wavier signed by the new owner to the Aurora Animal Services Division. It shall be unlawful for an owner not to follow the requirements of this subsection if the owner sells, barter, transfers or in any way disposes of a dangerous animal;**
- (12) *Immediate Notification.* The owner of a dangerous animal shall immediately notify the Aurora Animal Services Division if the dangerous animal escapes from its proper enclosure or restraint and is at large. The owner of a dangerous animals shall immediately notify the Aurora Animal Services Division if the dangerous animal bites or attacks a person or domestic animal; and**
- (13) *Failure to Comply.* It shall be a separate offense to fail to comply with any of the conditions or restrictions in this subsection. Any violation of this subsection shall result in the owner being charged with violating this subsection (h), and the animal being subject to immediate seizure and impoundment.**

- (14) ***Acknowledgement of Conditions.*** The owner shall be provided with a document setting forth all of these requirements and the owner shall attest their receipt thereof.

In addition to any other penalty or conditions imposed by the Court for violating any provision of this subsection the Court may revoke the dangerous animal permit and order the surrender of the animal to the Aurora Animal Services Division if the Court finds sufficient evidence the owner has not complied with all the conditions or restrictions ordered by the Court, the dangerous dog permit, this section, or has otherwise violated any other provision of Chapter 14. The owner of an animal ordered surrendered to the Aurora Animal Services Division is subject to the surrender requirements as provided in section 14-4.

- (i) ***Waiver of the Dangerous Animal Determination.*** The owner of a dangerous animal may apply to the Aurora Animal Services Division Manager to have the declaration of dangerous animal waived after three (3) years upon meeting the following conditions:
- (1) The owner of the dangerous animal has not been convicted of violating any provision of Chapter 14, other than one conviction of keeping barking dogs, for the previous three (3) years; and
 - (2) The owner of the dangerous animal has complied with all the Court ordered provisions, the provision of this section, and the provisions of the dangerous dog permit for the previous three (3) years; and
 - (3) The owner provides proof to the Aurora Animal Services Division Manager of successful completion of a behavior modification program administered by a Certified Pet Dog Trainer, Certified Dog Behavior Consultant, or Veterinary Behaviorist, certified through the American College of Veterinary Behaviorists or equivalent training.
- The Aurora Animal Services Division Manager shall forward the waiver request to the Aurora Municipal Court for a hearing to waive or rescind the dangerous animal declaration.
- (j) ***Aggressive Animal, Potentially Dangerous Animal Permit and Dangerous Animal Permit.*** In addition to the conditions listed by this section for such permit, applications for an aggressive animal or potentially dangerous animal permit and a dangerous animal permit shall include:
- (1) The name and address of the applicant and of the owner of the animal and the names and address of two (2) persons who may be contacted in the case of an emergency.
 - (2) An accurate description of the animal for which the permit is requested.
 - (3) The address or place where the animal will be located together with the property owner's written consent or authorization to permit the animal on the property.

- (4) **A permit fee. In addition to the license fees provided by this Chapter, the owner of an aggressive animal, potentially dangerous animal or dangerous animal shall pay an annual permit fee. The permit fee shall be established by the City Manager in accordance with section 2-587 of the City Code.**
 - (5) **The microchip number of the animal.**
 - (6) **Proof that the animal has a current rabies vaccination.**
 - (7) **Such other information as required by the Aurora Animal Services Division.**
- (k) ***Continuation of Declaration.* Any animal that has been declared aggressive, potentially dangerous, or dangerous, or similar definition by any jurisdiction, shall be subject to the provisions of this ordinance. The person moving into the City owning any animal designated as aggressive, potentially dangerous, or dangerous, by any jurisdiction other than the City, shall notify the Aurora Animal Services Division of the animal's address and the conditions of maintaining the animal ordered by a Court within ten (10) calendar days of moving the animal into the City. The restrictions and conditions imposed by any other jurisdiction for maintaining an aggressive, potentially dangerous, or dangerous animal shall remain in effect and in the event of a conflict between the provisions of this section and the provisions of the other jurisdiction's restrictions or conditions the more restrictive provision shall control.**
- (l) ***Affirmative Defense.* It shall be an affirmative defense to charges under this section if the actual or intended victim of any prohibited action of an animal under this section made an unlawful entry into the dwelling of the owner.**
- ~~(b)~~(m) ***Guard dogs excepted.* Dogs maintained as guard dogs, as defined in section 14-74 and in compliance with such section, shall not be included under this section.**
- ~~(e)~~(n) ***Immediate destruction.* Nothing in this chapter shall be construed to prevent the immediate destruction by an animal protection officer or a police officer of any aggressive or dangerous animal when less drastic methods, such as tranquilizing, are not available or effective and when an animal protection officer, a police officer or the animal's owner is unable to promptly and effectively restrain or control the animal so that it might be impounded.**

Section 4. That the City Code of the City of Aurora, Colorado, is hereby amended to add a new section to be numbered 14-73, which section shall read as follows:

Sec. 14-73. – Reckless Dog Owner.

- (a) **Any person convicted of:**
 - (1) **A violation of section 14-6, 14-7, 14-8, 14-12, 14-13, 14-71, or 14-75 of Chapter 14 of the City Code three (3) or more times in a twenty-four (24) month period; or**

- (2) A violation of section 14-7, Keeping potentially dangerous, aggressive, or dangerous animals, two (2) or more times in any five (5) year period shall be declared a reckless dog owner.
- (b) If the Aurora Municipal Court determines an owner is a reckless dog owner the Court shall order the city licenses and permits of all dogs owned by the reckless dog owner to be revoked and shall order the owner not to own, keep, care-for, hold, possess, harbor, or maintain any dog for a period of three (3) years from the date of the declaration.
- (c) A person declared to be a reckless dog owner may apply to the Aurora Animal Services Division Manager to have the declaration waived after eighteen (18) months upon meeting the following conditions:
- (1) The reckless dog owner has had no violations of this Chapter since the declaration by the Court; and
 - (2) The reckless dog owner has complied with all the provisions of this section for a period of eighteen (18) months since the date of the declaration by the Court; and
 - (3) The reckless dog owner provides proof to the Aurora Animal Services Division Manager of successful completion of a program designed to improve the person's understanding of dog ownership responsibilities and based upon an interview with the Aurora Animal Services Division Manager establishing that understanding.
- (d) If the Aurora Animal Services Division Manager, in his or her sole discretion, finds sufficient evidence that the person has complied with all conditions in this subsection, the application shall be forwarded to the Aurora Municipal Court for a hearing to waive or rescind the reckless dog owner declaration.

Section 5. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Repealer. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Publication. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____
day of _____, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of -
_____, 2020.

MIKE COFFMAN, Mayor

ATTEST:

STEPHEN J. RUGER, City Clerk on

APPROVED AS TO FORM _____
TIM JOYCE, Assistant City Attorney

F:/Dept/City Attorney/CA/Tim/Ordinance/2019 Dangerous Dog/Ordinance Alternate Version Dangerous Dog Ordinance

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HOUSING, NEIGHBORHOOD SERVICES & REDEVELOPMENT POLICY COMMITTEE
December 8, 2020

Members Present: *Council Member, Chair Crystal Murillo*
Council Member, Vice-Chair Francoise Bergan
Council Member, Alison Coombs

Others Present: George Adams, Andrea Amonick, Lana Dalton, Liz Fuselier, Lindsay Hammond, Karen Hancock, Chance Horiuchi, Tim Joyce, Daniel Krzyzanowski, Signy Mikita, Mindy Parnes, Jessica Prosser, Melissa Rogers, Melinda Townsend, Roberto Venegas, Sandra Youngman, Cecilia Zapata

WELCOME AND INTRODUCTIONS

Council Member Murillo welcomed everyone to the meeting.

MINUTES

The Committee unanimously approved the November 12, 2020 meeting minutes.

ANNOUNCEMENTS

Jessica Prosser, director of Housing and Community Services announced and introduced Lana Dalton, the City's new Homeless Program-Manager.

NEW ITEMS

RESOLUTION TO TEMPORARILY SUSPEND ENFORCEMENT OF CITY CODE SECTION 46-4.6.3.B.4 AT 3293 OAKLAND STREET

Summary of Issue and Discussion

As COVID-19 has continued to impact Aurora, assistance and protective measures for those most vulnerable in our community have continued. As we move into colder months, our population of people experiencing homelessness with a need for shelter will increase, thus increasing public health concerns. Aurora is also seeing an increase in encampments and people living in their cars. This is a public health issue and the City is working with partners to identify additional sheltering space to accommodate the need. Additional shelter space would be funded with County CARES funds through the end of the year and then HUD Emergency Solutions Grant (ESG-CV) funds starting in January. Eligible activities for ESG-CV include: Emergency shelter, housing stability, homelessness prevention, rapid re-housing, whole family health and wellness and support for Homeless Management Information Systems (HMIS).

Jessica Prosser presented the resolution to allow "Safe Parking" (sleeping in vehicles) exclusively at the 3293 Oakland Street shelter.

Questions/Comments – CM Bergan and CM Murillo asked for clarification about the end date of the resolution. Jessica responded that it coincides with either the end date of the Disaster Declaration and/or the end of the lease and operations at 3293 Oakland St., April 30, 2021. However, after the meeting, Assistant City Attorney Tim Joyce clarified by email, "the duration of the regulation proposed can only be as long as there is a disaster declaration by the City. A disaster declaration allows the City Manager to promulgate regulation necessary to protect life and property and preserve critical resources. Once the disaster declaration is terminated all the promulgated regulations will terminate."

Outcome – The Committee unanimously agreed to move the Resolution to study session consent.

HOUSING, NEIGHBORHOOD SERVICES AND REDEVELOPMENT POLICY COMMITTEE REVIEW OF SCOPE AND NAME

Summary of Issue and Discussion

The Neighborhood Services department finalized a reorganization and department name change on June 1, 2020. The department is now named Housing and Community Services.

On August 5, 2020, the Housing, Neighborhood Services and Redevelopment Policy Committee members reviewed the current Council Rules which define the Housing, Neighborhood Services and Redevelopment Committee as follows:

Housing, Neighborhood Services and Redevelopment Committee

The Housing, Neighborhood Services and Redevelopment Committee shall recommend objectives and Initiatives in the following areas:

1. Neighborhood stability and code enforcement
 - a. City housing and animal codes
 - b. Policies and procedures of code enforcement
2. Incentives for redevelopment
3. Urban Renewal projects
 - a. Redevelopment policies
 - b. Economic development and business/Chamber groups (urban renewal)
4. Community housing needs
 - a. Community development programs (including housing counseling and homelessness prevention programs)
 - b. Programs to address the foreclosure issue (including vacant property registration and the Neighborhood Stabilization Program)
5. Programs to strengthen and enhance neighborhood organizations and address neighborhood and business community issues including:
 - a. Neighborhood liaison programs, including the Neighborhood Fence Replacement Program
 - b. Graffiti
 - c. Citizens' Code Enforcement Academy
 - d. Learn about Aurora, Neighbor to Neighbor roundtables, and the Neighborhood Referral Program
6. Annual reports from the following boards and commissions:
 - a. Aurora Housing Authority
 - b. Building Code, Contractors Appeals & Standards Board

After discussion, the Committee agreed to defer to the Rules Committee for review of the Housing, Neighborhood Services and Redevelopment Policy Committee scope and possible name change. The Housing, Neighborhood Services and Redevelopment Policy Committee members deferred to the Rules Committee to review the committee's scope to assure it falls in line with the direction of the Committee. The Rules Committee was not able to accommodate the request in a timely manner, and therefore it was agreed to return the agenda item to the Housing, Neighborhood Services and Redevelopment Policy Committee for review. After review of the item on October 7, 2020, the Committee requested staff's support in identifying what the Committee is about, how they operate, and what the goals should be. Staff was to communicate via email with the Committee during the next month, and before the next committee meeting, especially when talking about specific text for the goals. A short presentation was to be given by staff at the next committee meeting

At the November 12, 2020 Housing, Neighborhood Services and Redevelopment Policy Committee meeting, CM Murillo reminded staff of the pending item and requested to have the item placed on the December meeting agenda.

In early December, Jessica convened staff from several departments to discuss the history, different objectives and initiatives associated with the policy committee. Staff discussed the best use of committee resources in light of the

fact many areas of overlap with other departments, committees, and boards. The conversation with staff focused on long-range redevelopment planning with an emphasis on community engagement. Staff also discussed quality-of-life areas such as waste hauling, animal services, etc. The group affirmed a focus on housing and the implementation of a housing strategy. These foci will need to be captured by any council sub-committee.

Questions/Comments – Andrea Amonick discussed the process for consideration of some overlapping matters (e.g. urban renewal projects) which bypass policy committees and are discussed by the AURA (the Aurora Urban Renewal Authority) Board. CM Coombs asked whether these discussions could be more focused within the committee, which is familiar with the topics and may be able to look more closely at topics pertaining to redevelopment than the Board in general. Andrea responded that the Board awaits two new members but is well-equipped to discuss redevelopment matters despite its large scope. Andrea detailed selections from the Board’s thirteen goals which are aligned with those of the Policy Committee and are generally considered by Council without intermediary consideration by sub-committees. CM Bergan indicated the over-arching goals of the Board and the Policy Committee have a lot of overlap. CM Coombs clarified her question as to whether AURA issues can be considered within the Policy committee for coordinating with policy objectives, she requested a review in light of the housing survey results. CM Murillo enumerated the factors that will likely need to resolve before moving forward in combining, restructuring, or otherwise finalizing changes to the name and scope of the Committee. CM Murillo further described hesitation with combining based on key distinctions between development of land and development of communities. CM Coombs circled back to the reason for the discussion of committee name arising from the change of name (from “Neighborhood Services”). Mindy added that department aims to do a lot of sub-area planning that requires community engagement. CM Bergan mentioned overlap of economic impact with housing discussions. She requested a presentation of plans to include economic impact (e.g. what urban development will mean for area jobs). Andrea responded process for urban renewal planning includes community engagement and communicating community interests to council and the board. The draft is reviewed by planning commission before going to study session as a whole. CM Murillo reiterated the distinctions between the logistical and social development of an undeveloped area and restoring existing neighborhoods. CM Coombs, *et al.* discussed opportunities for collaboration between the committees given shared interests and goals. CM Bergan requested a presentation on economic impact of City Center development. Andrea described community engagement efforts to include diverse voices in the plan and said they would be able to further present on their findings pursuant to CM Bergan’s request.

Outcome – The conversation provided the components of the Committee’s direction, but definitive next steps can neither be determined nor taken without the resolution of other matters.

CITY CENTER VISION PROJECT UPDATE

Summary of Issue and Discussion

The City Center area has long been a priority area for development and planning efforts for Aurora. Throughout the 1980s, 1990s, and into the 2000s, the city conducted a number of studies and reports for the purpose of encouraging quality development in the city center area - those areas east of I-225 to the north and south of Alameda Parkway.

In February 2017, RTD opened the Aurora Line (R line) light rail service through Aurora. The city center location represents the third of the three major transit-oriented development (TOD) hubs along the Aurora Line (R Line) – the first two being Colfax Station and Nine Mile Station. This trio of locations also represents the three mixed-use, high density Urban District place types identified and prioritized in the Aurora Places Comprehensive Plan. A new development proposal for the Metro Center property is under review, while the Aurora Town Center has redevelopment plans for a portion of the site, the first of what is likely to be a long-term effort to further develop and enhance the mall site. While the city has identified the area as a critical location and a portion of the study area has an urban renewal plan (2009) in place, there is not a documented vision and master development framework for the full study area against which to evaluate development proposals, incentives requests, and infrastructure investments. The attached map identifies these key property holdings.

To help shape and support this development interest, the city has initiated a planning process to develop a vision and development framework for the area. This process was anticipated to kick off in March/April and take 6 months to complete, however Covid-19 delayed the initiation of the steering committee and public input process. The public process kicked off this Summer and the first two rounds of public engagement have been completed. The Housing, Neighborhood Services and Redevelopment Policy Committee was provided a preview of the project and process at the March 11, 2020, meeting.

Despite a delayed start due to Covid-19, the project was initiated earlier in 2020. The project team has facilitated the steering committee and community engagement process, as well as started development of guiding principles and articulation of the community's vision for future development in the area. Key elements of the process include:

Steering Committee

The project is supported by a steering committee whose role is to provide oversight on process and input on key issues. The steering committee is comprised of City Council representatives, Planning and Zoning Commission representatives, major property owners (including Metro Center and Town Center at Aurora), nearby residents, RTD and Arapahoe County, and city staff. The steering committee has met periodically throughout the project and has been briefed on all aspects of the planning process.

Community Engagement

The city hosted virtual public meetings on August 6 and October 21. At these online events, participants learned about opportunities for growth and development in the City Center area, as well as similar urban development in other area cities. Speakers included Visit Aurora, AEDC, representatives from Parkside at City Center, and city staff. Participants also were invited to provide input into their desired development character and activities for the area.

Additionally, the city asked for community input through an online survey that was open to the entire Aurora community and available in English and Spanish. Over 860 responses were received and provided the project team with a wealth of information on key topics that are important to the community. There was a lot of support for an active "downtown" district at City Center that included a wide variety of uses and activities. Unique or locally-owned businesses were especially desirable as were high-quality public parks and plazas. Respondents supported the idea of a "park once and walk" type of district that was safe, convenient, and comfortable to move throughout the district. More detail on the public input will be provided as part of staff's presentation.

Plan Development

Staff has started to draft key elements and content of the vision and plan document. This content will reflect the community input received to date, staff recommendations, and any direction provided by City Council. A draft plan document will be presented to the public at a third and final stage of public engagement for review and further feedback. (No date has been set at this time.) Staff's Policy Committee presentation will review the project's goals as well as address the public input received and planning completed to date.

Staff presented a PowerPoint that detailed:

1. Project Overview
2. Understanding City Center
3. Public Input Summary
4. Draft Guiding Principles
5. Next Steps

Questions/Comments – CM Coombs said she was interested in hearing more about initiative from a standpoint of equity and inclusivity (of businesses and residents) standpoint. Staff responded that it was a recurring theme in the

customer feedback and could be provided. Another major theme in the feedback was an emphasis on unique, locally- and minority-owned businesses in the city center. This is already a strength within Aurora on Havana and Colfax.

CM Murillo expressed appreciation for the geographical visuals and reiterated her focus on equity, ensuring that development concentrates on accessible price points. Staff responded that this was a recurring and leading theme and is a priority focus.

Outcome – This item was informational only.

MISCELLANEOUS MATTERS FOR CONSIDERATION

There were no miscellaneous matters for consideration.

Next meeting: Wednesday, January 6, 2021 at 3:00 p.m. (Tentative)

Meeting adjourned at 4:24 p.m.

APPROVED: Crystal Murillo Digitally signed by Crystal Murillo
Date: 2021.02.19 21:38:12 -0700'
Committee Chair, Crystal Murillo



City Center Vision and Development Framework

An Amendment to the City Center Station Area Plan

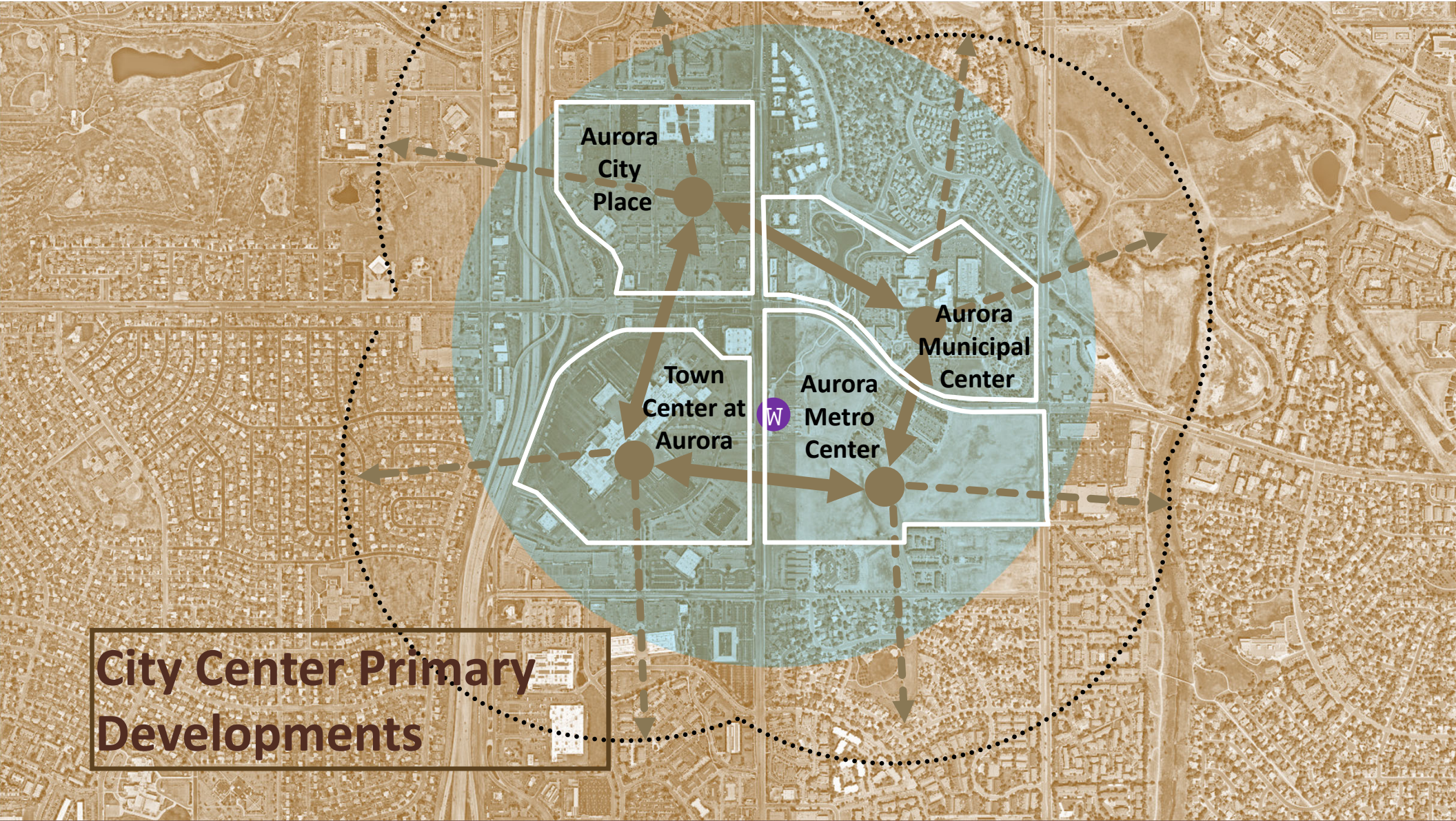
Housing, Neighborhood Services, and Redevelopment Policy Committee

May 6, 2021 ▪ 8:30 to 10:00 AM

Study Area

Focus of study is on area east of I-225, north and south of Alameda Avenue





City Center Primary Developments

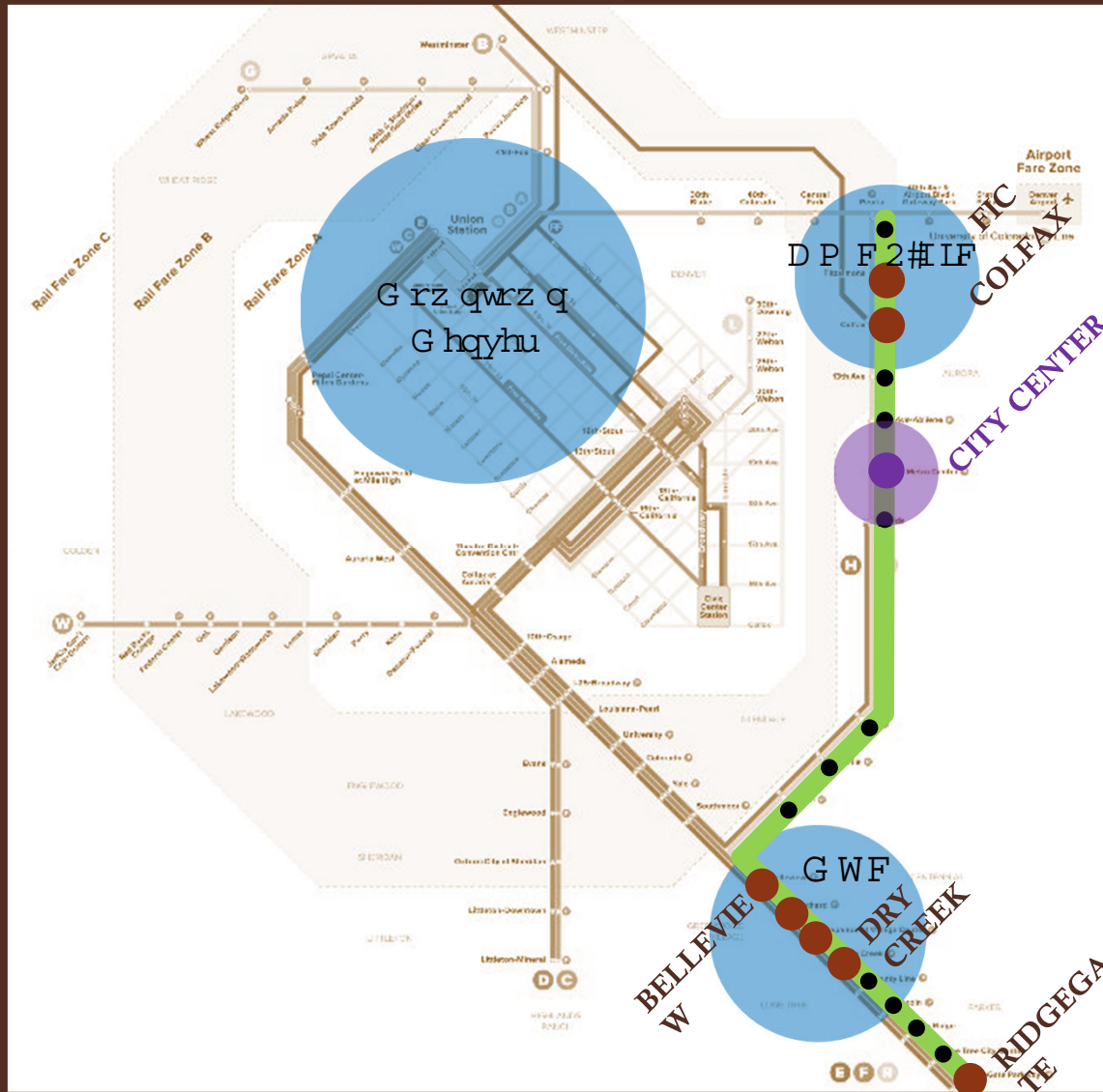
Aurora City Place

Town Center at Aurora

Aurora Metro Center

Aurora Municipal Center

REGIONAL CONTEXT



City Center District: Historic Plans and Investment

Over \$410
million of
city funds
invested
since 2000

Over the last 30+ years, the City, through its Council and citizens, has focused on the creation of an intense and vibrant downtown in City Center.

In the past 20 years alone, **over \$410 million of city investment** in infrastructure and development improvements have included:

- I-225 and Alameda interchange
- Aurora Municipal Center Campus
- Aurora City Place
- Aurora Town Center improvements
- Light rail corridor and station improvements & enhancements
- Drainage and park improvements
- Trail connections
- Alameda street improvements

Recent Development

- ◆ Parkside at City Center (mixed-use)
- ◆ Fieldhouse USA (entertainment)
- ◆ Raising Cane's (restaurant)
- ◆ In-and-Out (restaurant)
- ◆ Alameda View (affordable housing)





Project Overview

Project Summary and Process

- ◆ **Assess current conditions, opportunities, and challenges within area.**
- ◆ **Engage the public about their desires for City Center's future.**
- ◆ **Identify a vision and development framework for future growth.**
- ◆ **Create a planning document to help guide development and public improvements.**



Why Are A Vision and Plan Important?

- ◆ Articulates the **community's shared desires** for how the area will grow and change in the future.
- ◆ **Signals to developers** what types of development opportunities are available and what the city desires.
- ◆ Can be used as a **marketing or economic development tool** for attracting desired development.
- ◆ Provides context and direction for **zoning and development standards** and a measure against which to review proposals.
- ◆ Provides context and direction for **infrastructure planning and budgeting** to support anticipated development.
- ◆ Supports and strengthens **grant funding applications**.



Project Schedule to Date

- ◆ Project initiated April 2020
- ◆ Steering Committee formation August 2020
- ◆ Virtual public meeting #1 August 6 (Community Discussion)
- ◆ Online survey August 9 to September 15
- ◆ Online public meeting #2 October 21 (Preference Survey)
- ◆ **Public review draft released 2nd Quarter 2021**





Plan Components

1. Existing Conditions & Historical City Investment
2. Community Survey Results
3. City Center Vision
4. Development Framework
5. Financial Framework
6. Organizational Framework



Community and Property Owner Input

Community Survey Results Summary

- ◆ Strong support for **additional retail, restaurant, and entertainment choices**, with an emphasis on unique, locally-owned, or first-to-market businesses.
- ◆ Support for **employment opportunities and a diversity of housing options** at a variety of prices.
- ◆ Strong desire for City Center to offer an **attractive and popular destination** for shopping, dining, entertainment, employment, and other activities
- ◆ Desire for **multiple modes of transportation**, with an emphasis on providing **safe, convenient connections** across major thoroughfares and to surrounding areas.
- ◆ A **“park once and walk”** district received strong support.
- ◆ Strong **support for active public spaces**, including urban parks, plazas, and enhanced street frontages with outdoor dining, seating, and landscaping.
- ◆ Support for the City Center area to grow into **Aurora’s “downtown” district**.
- ◆ Desire for a district that offers a variety of activities and serves a **diversity of residents, employees, and visitors**.
- ◆ Respondents support a district that highlights the community’s character and **redefines expectations about Aurora**.

A silhouette of a city skyline is shown against a teal background. The skyline includes various buildings, a bridge with a sign that reads "Downtown", and several trees on the right side. The foreground is a solid dark brown color.

Vision and Guiding Principles

Draft Vision Statement

City Center is envisioned as Aurora's dense, mixed-use, downtown district. It is one of the city's most important economic and cultural centers. Its strong sense of community, reflection of the city's diversity, and local culture make it unique within the region.

The district offers an unprecedented opportunity to build upon public and private investment, and attract a range of new jobs, retail, entertainment, and housing choices to underutilized land around the Metro Center Station.

Draft Guiding Principles for City Center

- **Serve as an Economic Engine for the City**
- **Foster Community, Diversity and Local Culture through creation of an Authentic Place**
- **Promote Health, Well-being and Resiliency**
- **Create a Connected and Multi-modal District**
- **Focus on Identity, Branding and Technology**



Draft Guiding Principles

Serve as an Economic Engine for the City

- Offer a dense mix of uses and activities that draw visitors from Aurora and the region
- Provide a concentration of diverse and well-paying jobs
- Build upon public investment and private development momentum
- The District should be a substantial tax revenue generator

Foster Community, Diversity, and Local Culture through the Creation of an Authentic Place

- Create a true city center or downtown as a focal point for community interaction
- Provide high quality and active open spaces for a diversity of residents, employees, and visitors
- The District embraces diversity and includes locally-owned businesses
- Foster an identity that is authentic Aurora and redefines expectations



Draft Guiding Principles

Foster Health, Well-being and Resiliency

- Create a safe and welcoming environment for all
- Design to encourage healthy, active lifestyles
- Create a multigenerational neighborhood
- Offer a variety of housing types and prices to meet diverse household needs
- Design infrastructure and buildings that support sustainability

Create a Connected and Multi-modal District

- Strengthen Aurora Metro Center Station as a multimodal hub
- Create a safe and convenient network for pedestrians and bicycles
- Offer convenient wayfinding and public parking facilities
- Connect to surrounding neighborhoods and existing trails and open space amenities



Draft Guiding Principles

Identity, Branding and Technology

- Promote and develop the area as a collection of distinct urban districts
- Organize public and private stakeholders to work toward shared goals
- Invest in technology infrastructure to meet the changing needs of residents, businesses, and the community





Development Framework

High-level Foundational Principles for Physical Development

District Character

- Envision the district as Aurora's downtown
- Central public spaces and the public realm give an identity to the district; design and function is high priority
- District should be highly walkable, designed around pedestrian convenience and safety



District Character

- Sufficient density and activity to create an active center; thoughtfully mix land uses, require urban-scale density
- Build on past infrastructure investments and plan for new public improvements to support private investments



Downtown Westminster design concept

Walkability and Connectivity

- Continued focus on bus and light rail service at Metro Center Station
- Consider redevelopment of RTD parking lot and bus parking to shared structured parking and mixed-use development



2013 City of Aurora and SEM study



Bel Mar design concept

Walkability and Connectivity

- Sable and Alameda intersections: enhance pedestrian comfort and safety; and provide alternative routes
- Require pedestrian, bicycle, and street connections between developments as area builds out or redevelops
- Introduce unique art to brand district crossings



Crosswalk design examples

Future Development: New Activities, Experiences & Economic Generators

Retail and restaurants

- Retail and restaurants continue as a primary element of the district
- Community desire for more diversity of options for shopping and dining
- Strategically locate along main streets or active public spaces
- Tenant selection is important element, should mix in local or first-to-market

Office

- As part of mixed-use development, highest density along I-225 frontage
- Employees can help support retail and restaurants; this type of district character is draw to employees and businesses
- Long-term development horizon



Future Development: New Activities, Experiences & Economic Generators

Housing

- Mix of housing types, including market and affordable, rental and owner, variety of price points

Entertainment, recreation, cultural, and civic facilities

- Public support for options that appeal to young, families, seniors, visitors
- Regional location offers opportunity to draw from metro area
- Programming of public spaces is essential to consider
- May include hotel, event space, or other hospitality uses



City Center as a Series of Subdistricts

- Overall vision for the entire district
- Subdistricts each take on own character or focus
- Each is built around a central activity node or public space
- Connections between subdistricts and to surrounding areas

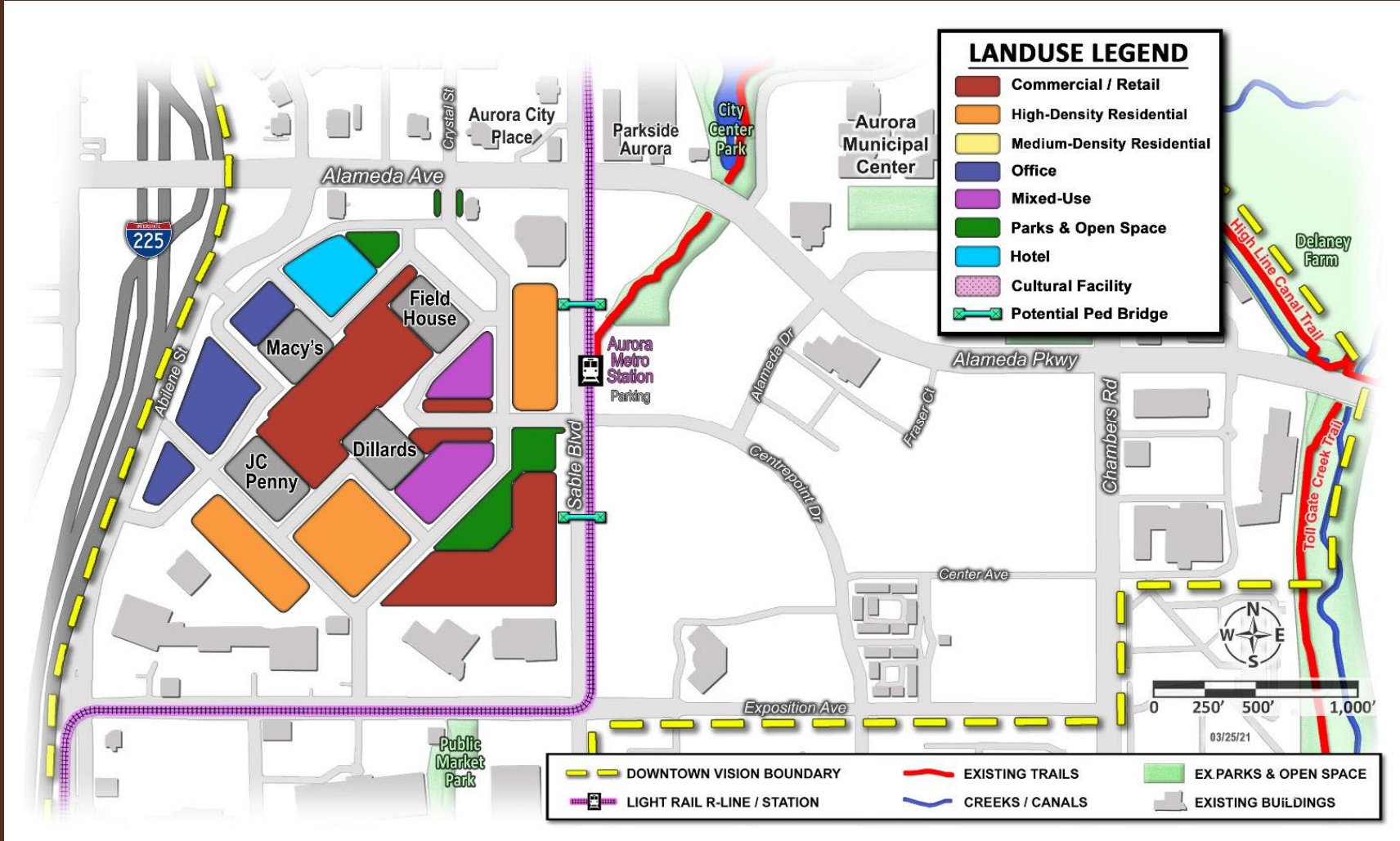


A silhouette of a city skyline is shown against a teal background. The skyline includes various buildings, a bridge, and trees. The text "Sample Development Scenarios" is centered in the foreground.

Sample Development Scenarios

Town Center at Aurora Sub-District

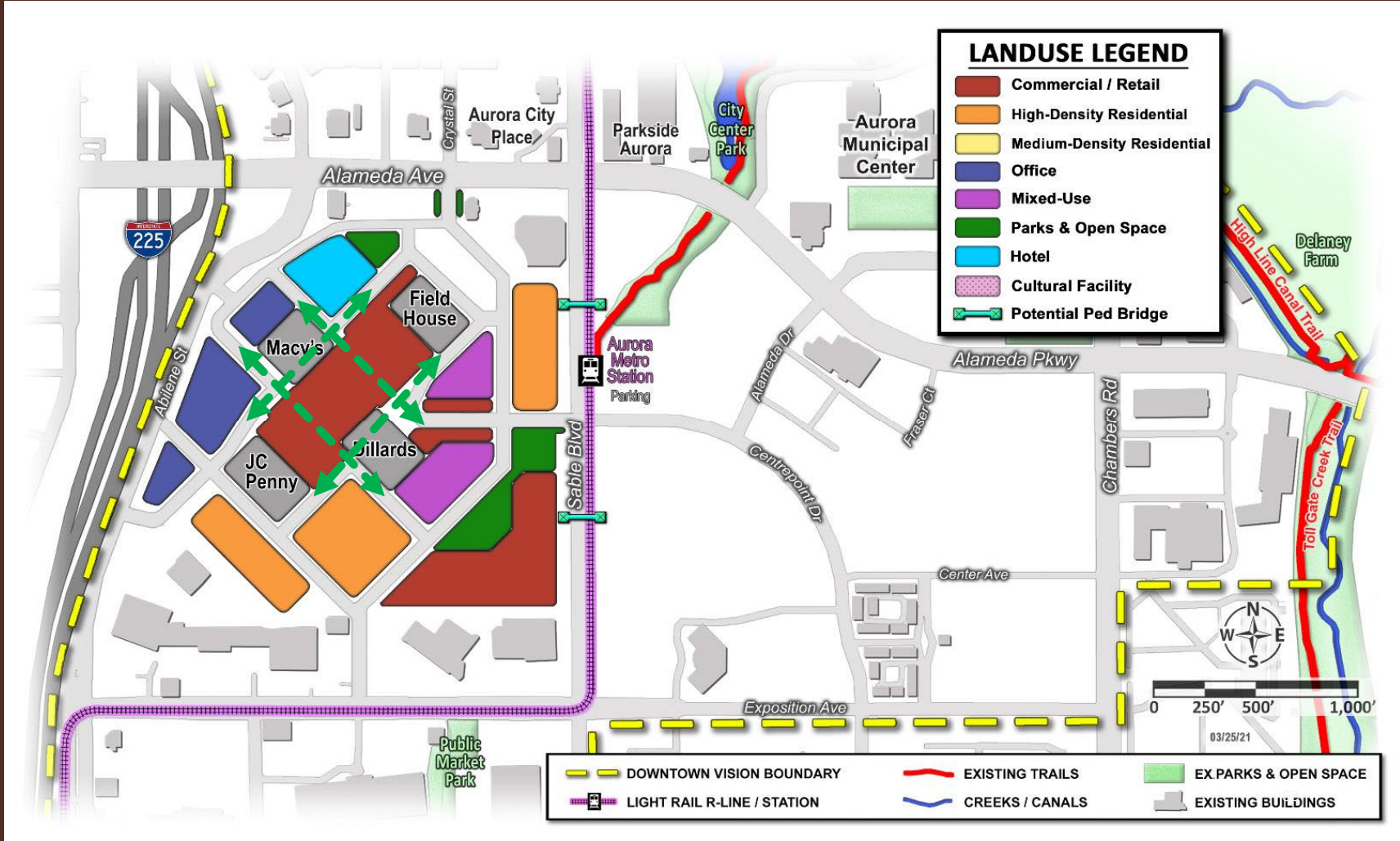
Incremental Infill Scenario



City of Aurora Draft Concept

Town Center at Aurora Sub-District

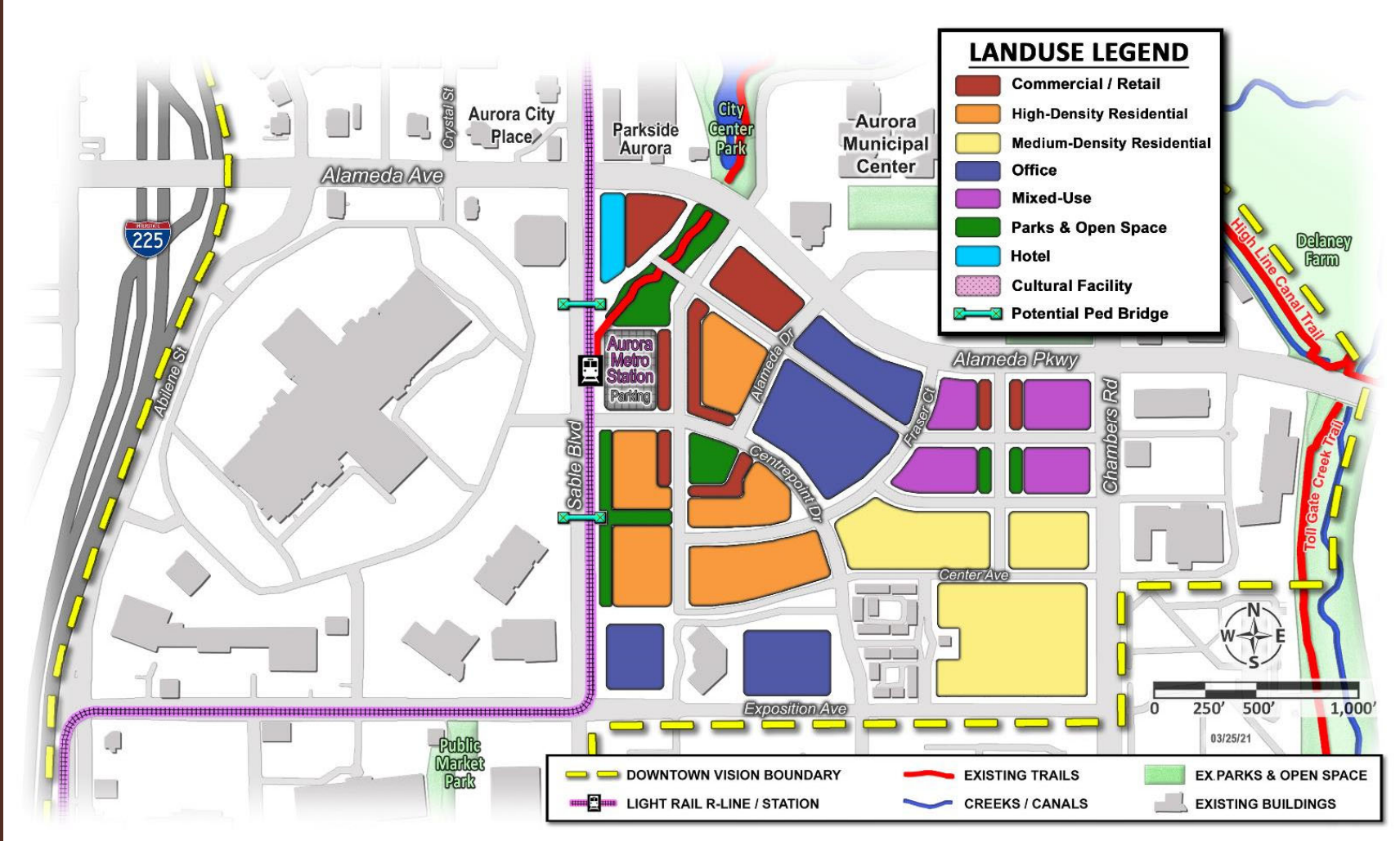
This scenario retains the future possibility of an urban street network.



City of Aurora Draft Concept

Metro Center Sub-District

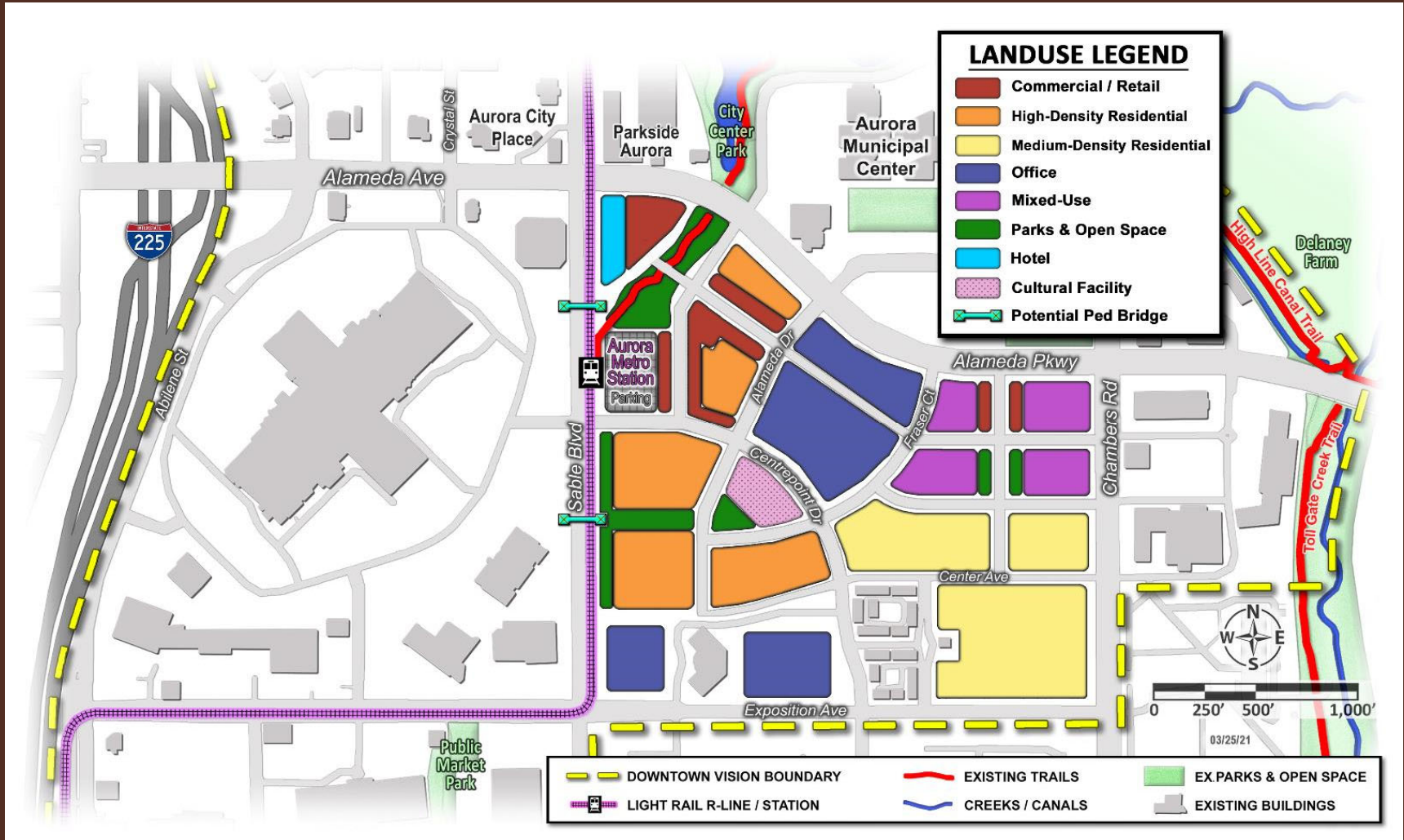
Scenario A



City of Aurora Draft Concept

Metro Center Sub-District

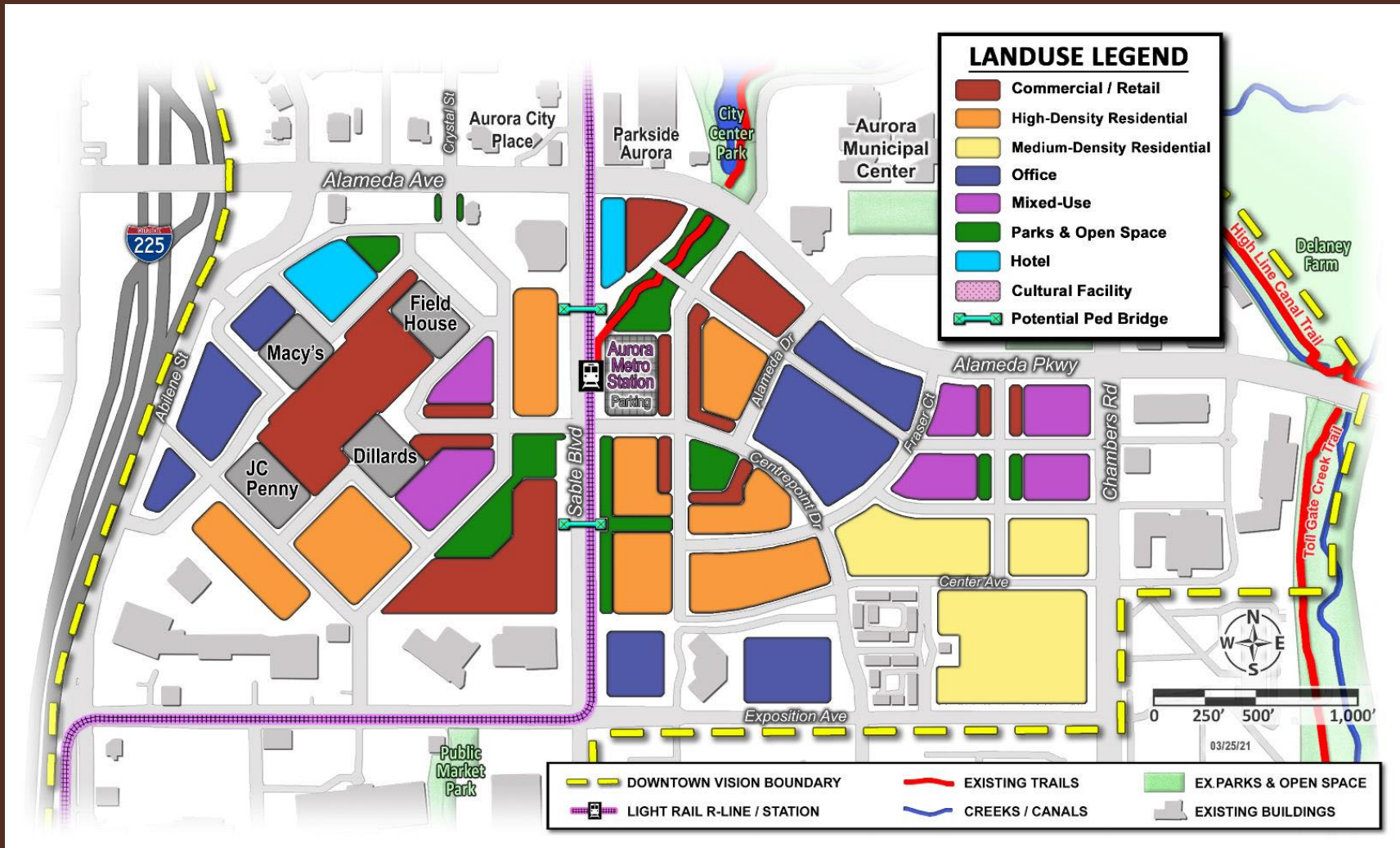
Scenario B



City of Aurora Draft Concept

Town Center & Metro Center Scenario A

Combined Land Use Illustration



City of Aurora Draft Concept

A silhouette of a city skyline is shown against a teal background. The skyline includes various buildings, a bridge, and trees. The text "Zoning and Design Standards" is overlaid on a dark brown background below the skyline.

Zoning and Design Standards

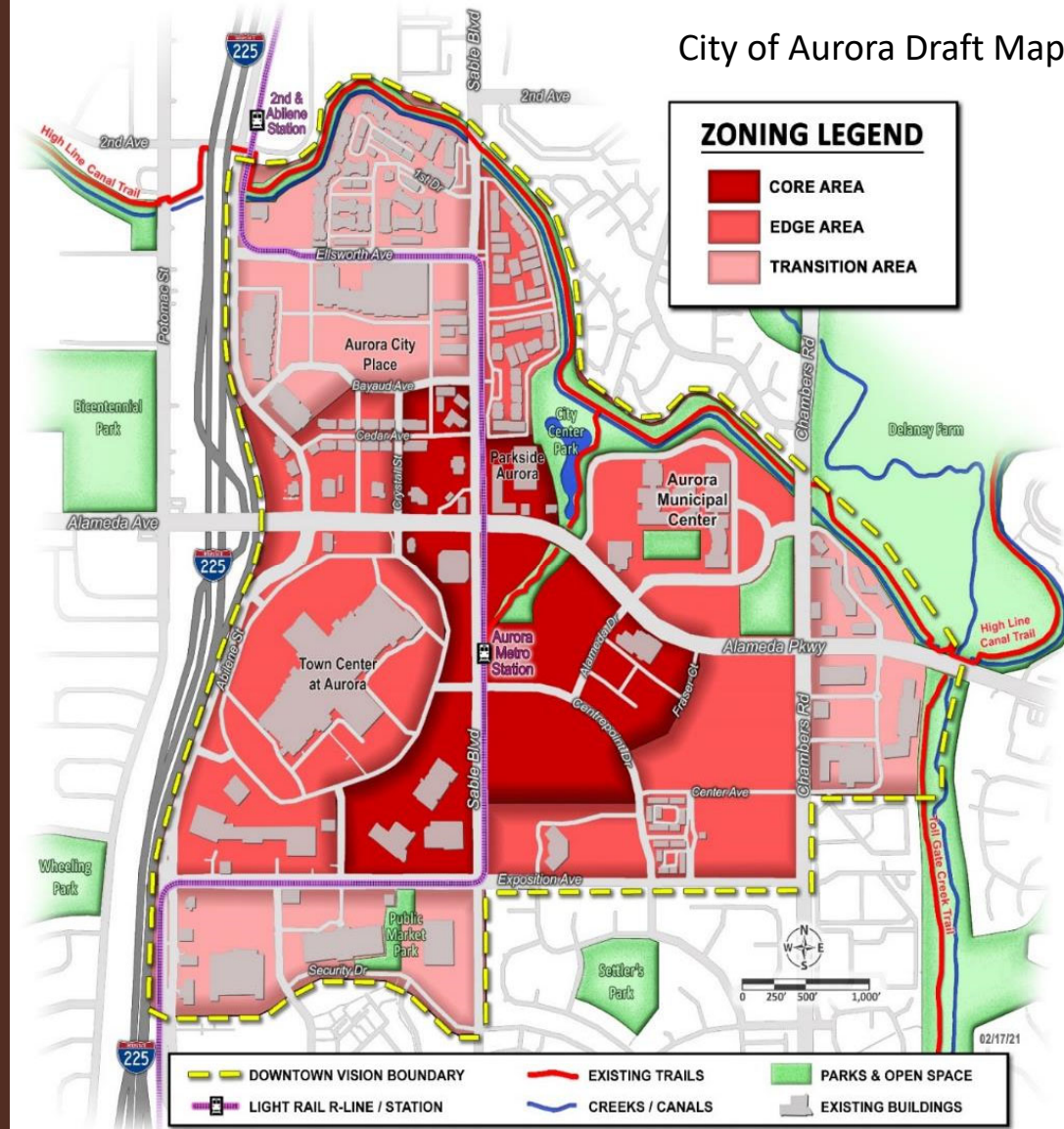
Zoning and Design Standards

Subarea standards

- Core, Edge, and Transition

Development standards

- Urban-scale density and height requirements
- Building forms and placement
- Architecture and materials
- Design or location of streets, parking, and public spaces





Financial Framework

Financial Toolkit

Financial toolkit includes:

- ◆ Federal Opportunity Zone
- ◆ Metro District
- ◆ Urban Renewal District
- ◆ As well as variety of other funding tools for infrastructure, housing development, or business development



Urban Renewal City Council Priorities

- ◆ Vertical and/or horizontal mixed use
- ◆ New or desired retail concepts
- ◆ Increased housing density at urban centers and TODs
- ◆ Specific quality and design features
- ◆ New housing and/or business choices
- ◆ Public gathering spaces
- ◆ Multi-modal connections
- ◆ Job creation
- ◆ Creation and enhancement of “great places”
- ◆ Energy efficiency and environmental design
- ◆ Maintaining “affordable” units while creating a diversity of new units
- ◆ Preservation of existing small businesses
- ◆ Community wealth building





Organizational Framework

6<

Organizational Framework

District Identity and Branding

- Lack of cohesion cited through public input
- Downtown districts use branding to strengthen district to customers and business community
- Expression of vision and opportunities

District Organization

- Consider establishing a downtown organization, such as a BID, DID or merchant association
- Roles could include advocacy, business development, public improvement and services, marketing, event programming

A silhouette of a city skyline is positioned at the top of the page, set against a teal background. The skyline includes various buildings, a bridge, and trees. The main title is centered below the skyline.

Draft Action Recommendations

Draft Action Recommendations

1. Adopt this document as an **update and replacement to the previous City Center Station Area Plan.**
2. Revise UDO sections on MU-TOD and MU-R zoning districts to **clarify and strengthen relationship with Station Area Plans.**
3. **Establish a Design Review Committee (DRC)** of design professionals and area stakeholders to implement the vision and standards.

Draft Action Recommendations

4. Initiate a joint effort with Washington Prime to **develop a master plan for the Town Center at Aurora property** (and surrounding properties?). Identify and pursue funding sources and partners for this planning activity.
5. Continue to discuss with RTD the **redevelopment scenarios for the RTD bus facilities and parking lot**, including development of the property as a residential or mixed-use project and/or a shared parking garage.
6. Initiate a study or establish a Business Improvement District, Downtown Development District, Merchant or Business Owners Association, or other organization to **develop a district-wide branding strategy**, and support development, services, marketing, and events in the district.

Draft Action Recommendations

7. Update the **blight study for the area and re-establish an Urban Renewal Area** for targeted properties; update applicable Urban Renewal Plans.
8. **Improve primary and secondary crossings of major thoroughfares** to enhance vehicle, pedestrian, and bicycle usage. Pursue grant funding for planning, design, and construction of these intersection improvements.
9. Identify funding sources for priority public improvements; **integrate priority public improvements into the city's capital improvement plan.**





Next Steps

Next Steps

“Information only” presentations to:

- ❑ **Steering Committee (April 8)**
- ❑ **PED Policy Committee (April 14)**
- ❑ **Planning & Zoning Commission (April 14)**

HORNS Policy Committee (May 6)

- ❑ **Staff seeks direction to release public review draft and gather public input**



Thank you!

For more information about the project, visit
auroragov.org/citycenter

Or contact the city's project team at:
citycenter@auroragov.org or 303-739-7187





CITY OF AURORA

Council Agenda Commentary

Item Title: Potbellied Pigs
Item Initiator: Anthony Youngblood, Manager of Animal Services
Staff Source/Legal Source: Anthony Youngblood, Manager of Animal Services; Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
 - Information Only
 - Approve Item and Move Forward to Regular Meeting
 - Approve Item as proposed at Regular Meeting
 - Approve Item with Waiver of Reconsideration
- Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
 - Does Not Recommend Approval
 - Forwarded Without Recommendation
 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

On March 19, 2021, an email was received from a resident wishing to adopt a pig in a residential zone. Staff reviewed the request and responded to Council. Council requested that this request be reviewed and considered by the HORNS policy committee.

The email read as follows:

Hi, I am deeply concerned about the ban against pot belly pigs in Aurora for those who want to keep them as family members, not "livestock". This is just another form of speciesism and is very discriminatory. It's one thing to want to raise an animal for a meal, but entirely different to hinder one from rescuing an animal that deserves a loving home. Some facts the city of aurora needs to know about what they classify as "livestock": Pigs constantly communicate with each other using an extensive vocabulary with distinct meanings. Mother pigs "sing" to their babies when they nurse. Piglets learn to recognize their mother's voice and will run to her when she calls.

1 Pigs form close bonds with people and they can be very affectionate and playful. Each pig has a unique personality, but many at the Sanctuary share a love of belly rubs and massages.

2 Potbellied pigs can make awesome pets for people who adopt them with the right expectations and provide them with the right physical set-up.

To revoke an innocent animal that can make just as good of a pet as a cat or dog, is just unjust. Please let me know what we can do to give potbelly pigs the opportunity to have a loving home in the city of Aurora.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Pot belly pigs are permitted in the City but only in the R-R or Residential-Rural zone districts. R-R zoned properties are single-family residences with limited agricultural uses within a rural environment.

Urban agriculture is permitted in all zoned districts in the City as an accessory use. Currently, chickens and bees are permitted in the City under urban agriculture. Potbellied pigs can be added to section 146-3.3.4.D as an accessory use of land in the UDO.

Pot belly pigs are defined as "Livestock" in Chapter 14. *Livestock means any domesticated animal, including but not limited to horses, donkeys, burros, llama, cattle, sheep, goats, pigs, peacocks, turkeys, chickens, pigeons, ducks, geese, ratite, or other poultry or fowl or mink. Livestock also includes any non-companion animal kept for commercial purposes.*

Other metro area cities permit potbellied pigs under certain restrictions. See the attached survey of metro area cities related to who allows potbellied pigs.

Animal Services has had multiple conversations with a veterinarian on their field team and other jurisdictions pertaining to potbellied pigs. The veterinarian suggests requiring regular hoof maintenance to keep the pig's feet healthy and comfortable. Annual vaccinations for Tetanus and Erysipelas are a suggested requirement as is a vaccination for Brucellosis if the potbellied pig is to leave the state. Potbellied pigs that are not neutered/spayed may be more vocal because they will call for a mate. Potbellied pigs running at large are difficult to catch so a requirement of a harness will help capture a pig at large. They can weigh as much as 500 pounds depending on the type which is why several metro cities have placed weight limits on them. Animal Services has a concern about enforcement of a weight restriction.

With all the enforcement issues and potential for pigs to weigh hundreds of pounds, staff does not recommend moving forward with the amendment. If Council is interested in moving forward with changes to the ordinance staff recommends a thoughtful community engagement process around livestock in Chapter 14.

QUESTIONS FOR COUNCIL

Does the Committee wish to move forward with community engagement around the amendment to the livestock portion of the ordinance to work towards an amendment to the ordinance allowing potbellied pigs to be allowed in residential zoned areas?

LEGAL COMMENTS

City Council has the power to make and publish from ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute, or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (C.R.S. § 31-15-103 and City Code § 2-32). (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

Denver Metro Areas

Commerce City (Adams County): Potbelly pigs are permitted, but you may only have one (1) per household, and there is a 70lb weight limit. More information can [be found here](#).

City of Aurora (Adams and Arapahoe Counties): Potbellied pigs are banned in suburban areas; please check your specific zoning! If you reside in RA zoning, you may keep livestock, which includes potbellied pigs.

City and County of Denver: A Livestock or Fowl Permit allows an individual to keep livestock or fowl such as, but not limited to, horses, mules, donkeys, burros, cattle, sheep, goats, swine, chickens, geese, ducks, or turkeys on their property. Potbelly pigs fall into the livestock category as swine. In order to obtain a Livestock or Fowl Permit you must first send a (pre-approval) letter to **the Director** of the Division of Animal Care and Control at 1241 W Bayaud Ave, Denver, CO 80223, with specific information. A formal request must be submitted to Zoning, and if Zoning approves the request, the owner will need to send a copy of the zoning approval letter to the Director of Animal Control. The owner then must purchase the permit from Animal Control. Please [visit this link](#) for more information.

City of Englewood (Arapahoe County): Potbellied pigs are currently banned.

City of Arvada They are allowed.

City of Lakewood (Jefferson County): Livestock are permitted on properties, zones R-1-43, R-1-18, R-1-12, AND R-1-9 when certain criteria are met. There is a maximum 3 pigs per household; currently, City of Lakewood has a size limit of 70lbs per pig. Please [visit this link](#) for more information on zoning.

City of Littleton (Arapahoe, Douglas and Jefferson Counties): Potbelly pigs are classified as livestock; there are certain zones within the City that allow for livestock, including A, RE, RL, and RS. Please check your zoning prior to adopting a potbellied pig; they are not allowed in most zones. Please [visit this link](#) for more information on zoning.

City of Northglenn (Adams County and Weld County): One potbellied pig per household is allowed, but there is a 95lb weight restriction, and the pig must be registered with a bona fide potbelly pig registry (such as [AMPA](#)). You can view the [full zoning code here](#).

City of Thornton (Adams County): Each household may have no more than four adult animals, which may include dogs, cats and one Vietnamese potbellied pig. (Animals under three months old are not included. Domestic birds, fish, snakes (under six feet) and reptiles that are nonpoisonous and not a health hazard are welcome.)

City of Westminster (Adams County): you may keep one (1) potbellied pig, not to exceed 95lbs, so long as you have a permit. Visit City of Westminster's [Code of Ordinances](#) for more information. To apply for a permit, [visit this link](#).

Jefferson County (Unincorporated): Livestock are permitted in this county. Please refer to specific zoning requirements for the exact number of animals per acre/square footage. Please [visit this link](#) for more information.

Wheat Ridge (Jefferson County): You may obtain a permit to keep up to two (2) potbellied pigs. Please [visit this link](#) for more information.

Northern Colorado, including Boulder/Lafayette/Longmont/Fort Collins

City of Boulder: you may keep pigs, but the number of pet pigs varies on type of zoning and lot size. Please [visit this link to find your zoning type](#) and restrictions/ allowances.

City of Lafayette (Boulder County): you may keep up to two (2) potbellied pigs, but they may not exceed 22" in height or 150lbs in weight. The pig must be neutered or spayed, and also be vaccinated. More information can be found within [Lafayette's Municipal Code](#).

City of Longmont (Boulder and Weld County): you may keep potbellied pigs in city limits, but each pet pig must be licensed within 30 days of acquiring the animal, and must have

proof of neuter/spay and veterinarian health check/proof of breed. Visit [this link for more information](#).

City of Loveland (Larimer County): Potbellied pigs are allowed within city limits, but must be licensed, neutered/spayed, and vaccinated. View the [municipal code here](#).

Fort Collins (Larimer County): you may keep potbellied pigs as pets per the same guidelines as dogs/cats/rabbits. Please [visit this link for more information](#).

Southern Colorado and Colorado Springs Metro Areas

City of Colorado Springs: Colorado Springs allows homeowners to have a maximum of two (2) potbellied pigs, given that they do not exceed 100lbs each. Potbellied pigs must be registered with the city's animal control office for an annual fee of \$75 per pig. In addition, potbellied pigs must be microchipped and altered to reside within city limits. In public areas, pigs must wear a harness and lead, name tags, and leads may not exceed 10' (ten feet) in length.

City of Woodland Park: Woodland Park does not have any zoning restrictions on potbellied pigs, nor are there any registration/licensing requirements for pigs. There is a maximum of three dogs per household, but no limits specified for other types of domesticated animals.

El Paso County (Monument, Fountain, and Unincorporated Colorado Springs): You may keep up to 6 domesticated animals in your home in any combination. There is an ordinance against public grazing—so bear in mind that you may not take your pig to any public area, such as a park, and allow them to eat the grass.

Pueblo, Boone, Rye, and Pueblo County: There are no zoning restrictions against potbellied pigs; you may keep domesticated pigs in your home without licensing requirements.



City of Aurora

Potbellied Pigs

Housing, Neighborhood Services and Redevelopment
Policy Committee Meeting

May 6, 2021





Denver Metro Areas

Commerce City: Potbelly pigs are permitted, but you may only have one (1) per household, 70lb weight limit.

City and County of Denver: Allowed by hearing and permit process done through the zoning department

City of Englewood Potbellied pigs are currently banned.

City of Arvada They are allowed.

City of Lakewood: Livestock are permitted on properties, permitted in specific zones 3 pigs per household, size limit of 70lbs per pig.

City of Littleton: Potbelly pigs are classified as livestock; allowed in specific zones

City of Northglenn: One potbellied pig per household is allowed, 95lb weight restriction, must be registered with a bona fide potbelly pig registry

City of Thornton: Each household may have no more than four adult animals, which may include dogs, cats and one Vietnamese potbellied pig.

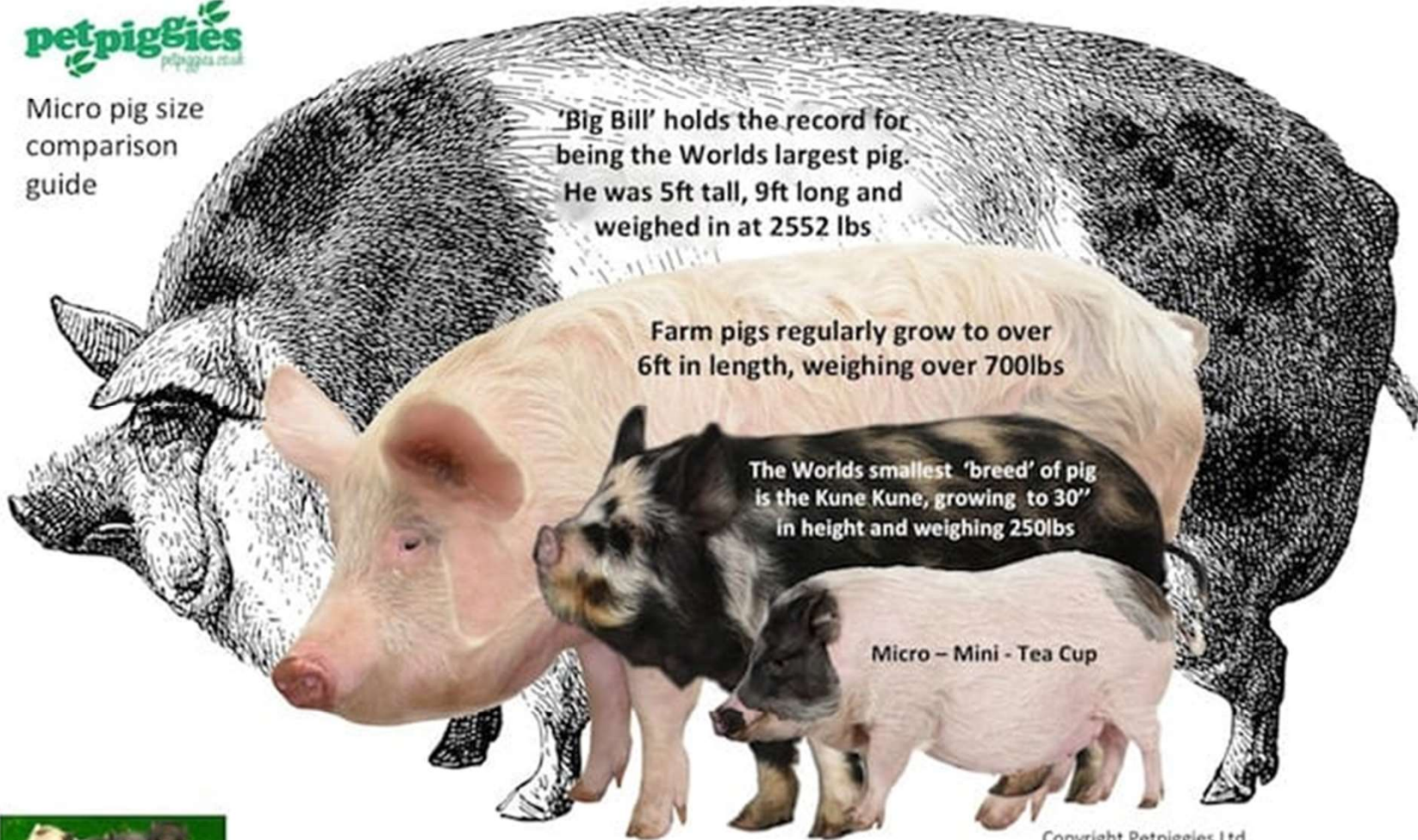
City of Westminster: One (1) potbellied pig, not to exceed 95lbs, so long as you have a permit.

Jefferson County: Livestock are permitted in this county.

Wheat Ridge: Permit to keep up to two (2) potbellied pigs.



Micro pig size comparison guide



'Big Bill' holds the record for being the Worlds largest pig. He was 5ft tall, 9ft long and weighed in at 2552 lbs

Farm pigs regularly grow to over 6ft in length, weighing over 700lbs

The Worlds smallest 'breed' of pig is the Kune Kune, growing to 30" in height and weighing 250lbs

Micro - Mini - Tea Cup

Copyright Petpiggies Ltd



Baby micro pigs can fit in a Tea Cup

Micro, Mini or Tea Cup are are media created names for Miniature pigs. These mixed breeds were originally bred down in size for medical research to be much smaller than any other breed of pig. Adult heights range from 15" – 20"



Guinea Hogs (Pygmy hog)

150-300 pounds and 15-20 inches tall when fully grown. They are usually black and often hairy.



- Lean and muscular, the Juliana pig should never look round or flabby.
- The top line should be straight and of good length.
- Chest and shoulders should be of medium width, neither broad nor narrow.
- A slight sway in the back may be seen.

Juliana Pig





Vietnamese Potbellied Pig:

Full grown potbellied pigs weigh an average of 70-150 lbs., with some reaching 200 lbs. or more. They average 3-ft. long and 15-inches tall. Full growth is not reached until 3-5 years of age.





Kunekune Pig

Short-legged, dumpy build, pot tummy, short upturned nose, and a generally fat, roundabout appearance. A unique feature of the Kunekune are the pirepire (tassels) hanging from their lower jaw (about 4 cm long). The color range includes: black, black and white, white, gold, tan and brown. Weights for this breed of pigs can exceed 200+ pounds.





What does mini pig actually mean:

Mini is a general term used to distinguish the difference between smaller breeds of pigs and their cousins the farm pig.





There are NO such breeds as “teacup”, “micro”, “Dandie” or “micro mini”.

These are ALL marketing terms to entice people to buy from particular breeders.

Unfortunately, these are also the most common reasons why we see pigs needing new homes, 95% grow much larger than expected when there are unrealistic expectations of a fully-grown 20 pound pig.





A pig's squeal can be as loud as 115 decibels –
that's 3 decibels higher than the sound of a supersonic airliner.





Officer Considerations

- Pigs can easily weigh over 200 pounds. Many jurisdictions with weight limits turn their back on the weight limit or force the owner to under feed the pig to stay at a certain weight.
- People often get a pig without understanding the care required.
- Domestic pet veterinarians rarely see pigs in their practice, so care will be limited. Owner will have to seek out large animal/livestock veterinarians.
- Potential property damages due to their nature of rooting.
- Potential noise nuisance to neighbors who own a house in a subdivision never thinking they'd live next to pigs.
- An aggressive pig can be unruly have a crushing bite with no behavior modification programs available.



Shelter Considerations

- Our shelter is ill-equipped to handle such large animals and do not have indoor spaces for them in the winter months.
- An influx in pigs could overwhelm the only rescue contact we have to relinquish them.
- We do not have a vet on staff that is specialized in swine care, and contracting one would be expensive.
- If an intact female pig in need of spaying was surrendered to the shelter to be adopted out, the surgery is very invasive due to the size of the animal's stomach and biology of the pig's reproductive system after the age of 4 months.





Question for the Committee:

Does the Committee wish to move forward with community engagement around the amendment to the livestock portion of the ordinance to work towards an amendment to the ordinance allowing potbellied pigs to be allowed in residential zoned areas?





CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Support of the City of Aurora, Colorado Funding Archway Housing & Services, Inc. with Community Development Block Grant COVID-19 Funding to Provide Coun

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In July of 2020, Aurora’s Community Development division received a CDBG COVID grant of \$1.7 million from the U.S Department of Housing and Urban Development. Community Development used a portion of that grant to fund a small business loan program to assist local businesses suffering reduced demand due to COVID and a rental assistance program for Aurora residents at risk of eviction due to job losses or reduced working hours due to COVID.

In late 2020, Community Development issued a Notice of Funding Availability to local businesses and non-profits to apply for CDBG COVID funds to assist Aurora residents impacted by COVID 19. Fifty-five applications were received for a variety of different projects. In January of 2021 an evaluation committee consisting of City of Aurora employees and members of Community Development’s Citizens Advisory Committee on Housing and Community Development met to review the applications and select projects to recommend funding. Ten agencies were selected to carry out public service projects with CDBG COVID funds totaling \$1.25 million.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Three of the ten agencies selected to carry out the CDBG COVID-funded projects have returned signed sub-recipient agreements. We expect to receive the remaining seven signed agreements in the next few weeks and plan to bring those seven agreements to HORNS for review in June.

It is staff’s recommendation that the Resolution of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council’s support of the City of Aurora, Colorado funding Archway Housing & Services, Inc. with Community Development Block Grant COVID-19 funding to provide counseling and meal activities for the year 2021 agreement move forward in the Council approval process. Archway Housing will utilize \$97,725 in CDBG-CV funds to provide food assistance to the low and moderate-income individuals and families affected by COVID who live at their Aurora properties. They will also provide case management services to those same residents who have been affected by COVID to help access public benefits and health resources in the community. If agreement is approved the selected agency can begin its project in May.

QUESTIONS FOR COUNCIL

Does the Committee approve moving a Resolution expressing the Aurora City Council’s support of the City of Aurora, Colorado funding Archway Housing & Services, Inc. with Community Development Block Grant COVID-19 funding to provide counseling and meal activities for the year 2021 to study session for review and approval?

LEGAL COMMENTS

CDBG funding may be used under the urgent need national objective to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community pursuant to 24 C.F.R. § 570.208(c) and 24 C.F.R. § 570.483(d).

The City has all powers which are necessary, requisite, or proper for the government Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. and administration of its local and municipal matters. (City Charter, art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (City Charter, art. 3-9). (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF
THE CITY OF AURORA, COLORADO FUNDING ARCHWAY HOUSING & SERVICES,
INC. WITH COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 FUNDING
TO PROVIDE COUNSELING AND MEAL ACTIVITIES FOR THE YEAR 2021

WHEREAS, the Community Development Division utilizes an Affordable Gap Financing application to simplify and streamline the application process which aligns with CHFA tax credit application deadline and take place on a bi-annual basis, ahead of CHFA's application deadline when CHFA funding applies to the applicant; and

WHEREAS, Archway Housing & Services, Inc. delivers medically tailored home delivered meals for eligible food-insecure residents in the City and provides counseling and youth services; and

WHEREAS, Archway Housing & Services, Inc.'s proposed activities qualify for CDBG CV funding and the Affordable Housing Gap Funding Review Committee evaluated Archway Housing & Services, Inc.'s application for funding and desires to award Archway Housing & Services, Inc. with Ninety-Seven Thousand, Seven Hundred and Twenty-Five Dollars (\$97,725.00) in CDBG CV funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the Affordable Gap Financing Review Committee's award of \$97,725.00 in a CDBG CV Grant for Archway Housing & Services, Inc.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney

**Community Development Block Grant
CDBG CV
CFDA 14.218 Award B-20-MW-08-0002
Subrecipient Agreement
RE: Archway Housing & Services, Inc.**

This agreement is entered into by Archway Housing & Services, Inc. Colorado (DUNS# 079576194), a 501(c)(3) nonprofit organization, whose principal address is 8585 W. 14th Avenue, Suite A Lakewood, CO. 80215, herein referred to as the "Subrecipient" and the City of Aurora, a municipal corporation, whose principal address is 15151 East Alameda Parkway, Aurora, Colorado 80012, herein referred to as the "City."

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development herein referred to as "HUD" for the purpose of conducting a Community Development Block Grant Program (hereinafter referred to as the "Program"), with Federal financial assistance under Title I of the Housing and Community Development Act of 1974, as revised, (hereinafter called "Act"); and

WHEREAS, the Subrecipient was granted, through the Program, funds to support their youth services and counseling and may include food bank services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, and subject to the terms and conditions and contingent upon receipt of HUD CDBG CV funding hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Definitions.

"Covered entity" means a person that maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

"Personal identifying information" ("PII") means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

"Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the Community Development Block Grant (CDBG) CV Program under this agreement.

"Revolving Fund" shall mean a separate fund with a set of accounts that are independent of other program accounts established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities.

"Program Income" means gross income received by the Subrecipient directly generated from the use of CDBG CV funds. When Program Income is generated by an activity that is only partially assisted with CDBG CV funds, the income shall be prorated to reflect the percentage of CDBG CV funds used. Program Income includes, but is not limited to the following:

- a. Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG CV Program Funds;
- b. Proceeds received from the disposition of equipment bought with CDBG CV Program Funds;
- c. Gross income from the use or rental of real property acquired by the Subrecipient with CDBG CV Program Funds less costs incidental to generation of the income;
- d. Gross income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with CDBG CV Program Funds, less costs incidental to generation of the income;
- e. Payments of principal and interest on loans made using CDBG CV Program Funds;
- f. Proceeds received from the sale of loans made with CDBG CV Program Funds;
- g. Proceeds received from the sale of obligations secured by loans made with CDBG CV Program Funds;
- h. Interest earned on CDBG CV Program Funds held in a revolving fund account;
- i. Interest earned on Program Income pending its disposition; and
- j. Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG CV Program Fund portion of a public improvement.

"CDBG CV Funds" shall mean funding received by the City from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) CV Program.

"Contract Period" shall mean the effective date of this agreement and time given for performance.

“Project Activity” shall mean the activity therein described in Section 3 of this agreement, Statement of Work.

“Moderate, Low, and Very Low Income” shall mean at or below 80%, at or below 50%, and at or below 30%, of the Area Median Income (AMI) respectively as defined by the U.S. Department of Housing & Urban Development (HUD) for the current agreement period.

2. Purpose.

The purpose of this agreement is to provide funding for project activities approved by the City under the Community Development Block Grant CV Program, for fiscal year 2021.

3. Statement of Work.

The Subrecipient will engage in the following activities that are necessary to implement the project: youth services, counseling, and provide medically tailored, home-delivered meals for eligible food-insecure, critically ill residents of the City. The eligibility of each recipient must be verified in order for the City to reimburse Subrecipient. Eligible requirements include income verification and proof of residency. The agency should also maintain documentation verifying the critical illness of the qualified participant. The eligibility of program participants must be verified by the Subrecipient prior to providing assistance.

4. Effective Date and Time of Performance.

This agreement takes effect upon execution of the agreement or upon the official Release of Program Funds from the Department of Housing and Urban Development (HUD). The activities to be performed by the Subrecipient will be completed on or before June 30, 2022.

5. Budget.

The total amount to be awarded to the Subrecipient under this agreement shall not exceed \$ 97,725.00.

The project budget is as follows:

Activity	Budget
1 Full-time Family Services Coordinator (all year)	\$45,000
1 Full-time Family Services Coordinator (Jan-June)	\$20,000

Staff training	\$300
Staff phones	\$675
Staff office supplies	\$400
Gas	\$400
Mileage reimbursement	\$600
Van insurance & registration	\$1,200
Programming supplies	\$2,700
Community events	\$1,500
Community garden project	\$850
Clothing store project (free for residents)	\$1,250
Hygiene products distribution project	\$2,000
Field trips	\$1,000
Food bank	\$3,600
Total Budget	\$97,725

The Subrecipient may modify this budget only after having requested and received prior written approval of the adjustment from the City.

6. Disbursement of Funds.

Program Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Program Funds with each draw-down request. Program Funds shall be disbursed to the Subrecipient in the following manner described:

After the submission of the following documents: a formal payment reimbursement request letter which details specific dates and amounts for reimbursement and accompanied by appropriate back-up documentation (invoices and bank statements indicating payments have been made), including verification that an eligible family was given assistance; and upon the City's review and approval, the City shall issue a check within its standard accounts payable procedures, 21 days from the receipt of invoice packet.

7. Records.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The

aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for five (5) years from the date of this agreement.

The Subrecipient shall keep accurate books and records as indicated below:

The project activity described herein is determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or primarily for use by low and moderate income persons.

8. Performance Reporting.

The Subrecipient will submit the following reports on project performance at the request of, and in the format prescribed by, the City:

a. Quarterly reports are due within thirty (30) days of the end of each quarter:

1. First Quarter from January 1, 2021 through March 31, 2021, due on or before April 30, 2021.
2. Second Quarter from April 1, 2021 through June 30, 2021, due on or before July 30, 2021.
3. Third Quarter from July 1, 2021 through September 30, 2021, due on or before October 30, 2021.
4. Fourth Quarter from October 1, 2021 through December 31, 2021, due on or before January 30, 2022.
5. Fifth Quarter from January 1, 2022 through March 31, 2022 due on or before April 30, 2022.
6. Sixth Quarter from April 1, 2022 to June 30, 2022 due on or before July 31, 2022.

b. Year End report covering January 1, 2021 through December 31, 2021 due within thirty (30) days of December 31, 2021, (due on or before January 30, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through December 31, 2021 shall be included in the Year End report.

c. Final report covering January 1, 2021 through June 30, 2022 due withing thirty (30) days of June 30, 2022 (due on or before July 31, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through June 30, 2022 shall be included in the Final report.

The Subrecipient, which is a non-federal agency, that expends \$750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

The Subrecipient shall keep accurate books and records on the number of unduplicated beneficiary households or persons served or benefiting from this project activity including these characteristics: Five single - race categories; White, Black/African American, Asian, American Indian / Alaskan native, Native Hawaiian / Pacific Islander. Multi-race categories: American Indian/Alaskan Native & White; Asian & White; Black/African American & White; American Indian/Alaskan Native & Black/African American; and Other Multi-racial, Ethnicity: Hispanic/Non-Hispanic; extremely low, very low, and low-to-moderate household income (homeless are presumed extremely low-income at 0 – 30% of the Area Median Income); elderly (62 years of age or older); disabled; and female head of household. This report shall be due on or before January 31st of each year of this agreement.

A copy of the most recent Annual Report prepared by the Subrecipient will be forwarded to the City as applicable.

9. Disposition of Program Income.

No Program Income will be generated as a result of this activity.

Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR 570.503(b)(8).

The Subrecipient shall keep, and make available to the City, such records as may be necessary to account for expenditures of all Program Funds and Program Income.

10. Uniform Administrative Requirements.

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

The Subrecipient shall make accurate, current, and complete disclosure of the financial results of assisted activities from Program Funds and must safeguard and ensure that Program Funds are used solely for authorized purposes. Accounting records must be supported by canceled checks, paid bills, payrolls, time and attendance records, contractual documents, or other acceptable source documentation.

If the Subrecipient shall procure services with Program Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of: rationale for the method of procurement, selection of contract type, contractor

selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

Per, HUD Regulation found at 570.502, 570.610, and 85.36, Small Purchasing Procedures allow recipients to acquire goods and services totaling no more than \$100,000. However, the purchase of goods and services with federal funding provided by the City of Aurora will adhere to the City's Purchasing Policy which is more restrictive and limits these Micro purchases to under \$5,000.

11. Other Program Requirements.

The Subrecipient shall carry out the activities under this agreement in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K.

No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with Program Funds.

All laborers and mechanics employed by contractors or subcontractors for construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

No Program Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the displacement of persons, families, individuals, businesses, nonprofit organizations, and farms as a result of activities assisted with Program Funds under this agreement.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with Program Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons.

The Subrecipient shall not use lead-based paint for residential structures constructed or rehabilitated with Program Funds.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status.

The Subrecipient shall not provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens as described in 24 CFR Part 49.

The Subrecipient, which owns a public facility property, shall operate the facility so as to be open for use by the general public, as appropriate, during all normal hours of operation.

The Subrecipient does not assume the City's environmental responsibilities and the Subrecipient does not assume the City's responsibility for initiating the environmental review process in accordance with federal provisions.

The Subrecipient shall carry out the activities under this agreement in compliance with all federal laws and regulations as described in 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the U.S. Department of Housing and Urban Development; Section 504 of the Rehabilitation Act of 1973; and the American with Disabilities Act of 1990.

12. Care of Personal identifying information:

a. Reasonable security practices. If Subrecipient or third-party service providers will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

b. Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the third-party service provider. Subrecipient and third-party service providers shall not disclose any personal identification information to anyone or any entity that does not need the information to provide services contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes.

c. Disposal of personal identifying information. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services.

d. Disclosure of breach. When Subrecipient or a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the

procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notified the third-party service provider shall also notify the Community Development Division of the breach.

13. Avoidance of Conflict of Interest.

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or Subrecipient, who exercise or have exercised any functions or responsibilities with respect to activities funded by Program Funds, who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted with Program Funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity funded with Program Funds, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The Subrecipient shall comply with all federal provisions and Colorado Revised Statutes, as applicable, regarding the avoidance of conflict of interest.

14. Assignability.

The Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.

15. Indemnification.

The Subrecipient and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees.

The Subrecipient, as legally permissible, covenants and agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement for the work to be performed hereunder. The Subrecipient hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of the performance of this agreement.

16. Suspension or Termination.

In accordance with federal provisions, suspension and termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience. The City may suspend or terminate payment for the project in whole, or in part, for cause. Cause shall include but not be limited to the following:

- a. Improper use of Program Funds.

- b. Failure to comply with either the terms or conditions of this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement.
- c. If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible.
- d. Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development.
- e. Failure to comply with any applicable local, state, and federal laws and regulations.

If the City withholds disbursement requests for Program Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance. Prior to terminating this Agreement for cause, the City shall advise the Subrecipient in writing of its intent, specifying the reasons for such termination and the corrective actions that must be taken by the Subrecipient in order to avoid such termination. The City will specify the period of time, not to exceed 30 calendar days in any case, within which such corrective action must be taken, during which period all payments of Program Funds to the Subrecipient shall be suspended. Any failure of the Subrecipient to take corrective action within the time provided will result in the immediate termination of this Agreement and repayment of all Program Funds spent in violation of its provisions.

The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City CDBG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

Force Majeure – If either party is rendered unable, wholly or in part, by Force Majeure to carry out any or all of its obligations under this Agreement, then the obligations of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall,

so far as possible, be remedied within a reasonable time. "Force Majeure" means acts of God, strikes, lockouts or other major industrial disturbances, acts of public enemies, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, unusual and severe weather conditions, delays in work to be performed by others, interruptions by government or utility providers not exclusively due to the fault of the Parties, civil disturbances, explosions, litigation initiated by third parties seeking to overturn or enjoin any approval granted by the City, the Authority, or any other governmental or quasi-governmental agency relating to the Project Activity, or other events beyond the reasonable control of the Parties.

17. Reversion of Assets.

At the expiration of this agreement, the Subrecipient shall transfer any Program Funds on hand at the time of expiration and any accounts receivable attributable to the use of Program Funds.

18. Lobbying.

The Subrecipient certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all referenced shall certify and disclose accordingly.

19. Equal Employment Opportunity/Nondiscrimination.

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient shall not discriminate against anyone because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient understands and agrees that any act of discrimination based upon race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

20. Undocumented Workers.

a. **Unlawful Employees, Contractors and Subcontractors.** Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. **Verification Regarding Undocumented or Insufficiently Documented Workers.** By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. **Limitations.** Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. **Duties of the Service Provider.** If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

(i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting

with an insufficiently documented worker; and

(ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. **Duty to Comply with State Investigation.** Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. **Damages.** Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

21. Religious Organizations.

In accordance with First Amendment Church/State Principles, Program Funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities subject to the following restrictions and limitations:

a. Program Funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes or which will otherwise promote religious interests. Property owned by primarily religious entities may be acquired with Program Funds at not more than fair market value for a non-religious use. Program Funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose in accordance with federal provisions.

b. Program Funds may be used for public services (labor, supplies, and materials which are directed toward project activity including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs) to be provided through a primarily religious entity, such that the City benefits from these public services, and in connection with the provision of such public services, the primarily religious entity:

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing,

and exert no other religious influence in the provision of such public services.

If Program Funds awarded under this agreement are carried out on property owned primarily by a religious entity, Program Funds may be used for minor repairs to such property which are directly related to the carrying out of a public service project activity where the cost constitutes in dollar terms only an incidental portion of the Program Funds expenditure for the public service project activity.

22. Closeout Requirements.

The Subrecipient's obligations to the City under this Agreement shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to:

- a. Making final payments;
- b. Submitting final invoices, reports and documentation;
- c. Disposing of program assets;
- d. Remitting any accounts receivable to the City;
- e. Determining the custodianship of records; and
- f. Other requirements under Uniform Administrative Requirements.

23. Certification of Non-Debarment.

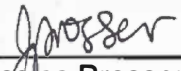
The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS Agreement THIS _____ DAY OF _____, 2021.

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager



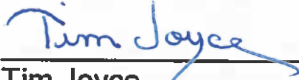
Jessica Prosser
Housing and Community Services Director



Rodney Milton

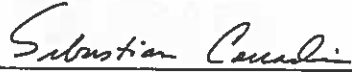
Community Development Manager

APPROVED AS TO FORM:



Tim Joyce
Assistant City Attorney

Subrecipient



Sebastian Corradino, Executive Director
Archway Housing & Services, Inc.

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Archway Housing & Services, Inc.

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

A. Project Description. Archway Housing & Services, Inc., acting as Program Provider, hereinafter referred to as **Program Provider**, will use CDBG CV funds to assist in the development of a program. This agreement and scope cover, youth services, counseling, and provide medically tailored, home-delivered meals for eligible food-insecure, critically ill residents of the City to be located at 1571 Beeler Street and 1642 Alton St. in Aurora, Colorado 80010.

B. Form of Subsidy. CDBG CV funds in an amount not to exceed Ninety Seven Thousand Seven Hundred and Twenty Five Dollars (\$97,725) will be provided for eligible costs as identified in the CDBG CV funding application dated December 21, 2020. The CDBG CV funds will be provided as a grant with terms described in the Program Provider Loan Agreement.

At the end of sixteen (16) months from the date of this Agreement, if all of the CDBG CV funds have not been expended, the remaining CDBG CV funds will remain with the City of Aurora.

C. Project Activities. Owner has site control for the development of the CDBG CV funded program. Owner shall commence activities on the property listed expeditiously in order to expend all CDBG CV funds in the time provided. Additionally, Owner agrees that these CDBG CV funds are reasonably expected to be expended by June 30, 2022. Work Plan activities include, but are not necessarily limited to, the items specified below:

Activity	Budget
1 Full-time Family Services Coordinator (all year)	\$45,000
1 Full-time Family Services Coordinator (Jan-June)	\$20,000
Staff benefits	\$16,250
Staff training	\$300
Staff phones	\$675
Staff office supplies	\$400
Gas	\$400
Mileage reimbursement	\$600
Van insurance & registration	\$1,200
Programming supplies	\$2,700
Community events	\$1,500

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Community garden project	\$850
Clothing store project (free for residents)	\$1,250
Hygiene products distribution project	\$2,000
Field trips	\$1,000
Food bank	\$3,600
Total Budget	\$97,725

2. ADMINISTRATIVE REQUIREMENTS.

A. Financial Management. The Program Provider shall be responsible for the administration of the program in accordance with the applicable financial management requirements. Owner may subcontract all or part of the administration duties.

3. INCOME ELIGIBILITY DETERMINATION. The Program Provider must determine annual income of the project beneficiaries using “Annual Income” as defined under 24 CFR 92.203. The Program Provider must examine at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family. When determining whether a family is income eligible, Owner must use one of the following two definitions of “annual income”:

- A.** Annual income as defined at 24 CFR 5.609; or
- B.** Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

Although Program Provider may use either of the definitions of “annual income” permitted above to calculate adjusted income, it must apply exclusions from income established at 24 CFR 5.611. The CDBG CV rents for very low-income families established under § 92.252(b)(2) are based on adjusted income. In addition, the Program Provider may base the amount of tenant-based rental assistance on the adjusted income of the family. The Program Provider may use only one definition for each rental housing project. The Program Provider must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the Program Provider determines that the family is income eligible. Annual income shall include income from all persons in the household. Income or asset enhancement derived from the CDBG CV-assisted program shall not be considered in calculating annual income.

4. AFFORDABILITY REQUIREMENTS. This project must meet the affordability requirements for the specified time period outlined below or CDBG CV funds shall be repaid in full to the City of Aurora, per 24 CFR 92.252(e).

A. CDBG CV Recipient Identification. The CARES Act made \$5 billion available in Community Development Block Grant Coronavirus (CDBG-CV) funds. As a grantee of funds from the U.S. Department of Housing and Urban Development (HUD), the City of Aurora Community Development Division received a special allocation of \$3.4 million in CDBG-CV funds to prevent, prepare for, and respond to the coronavirus and meet our community’s immediate needs. Federal law requires that these grant funds primarily benefit low-income persons (80% of area median income or below).

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Effective July 1, 2020 Median Income 2020								
Number of Persons In Household	1	2	3	4	5	6	7	8
Median Average	\$70,000	\$80,000	\$90,000	\$100,000	\$108,000	\$116,000	\$124,000	\$132,000
80%	\$56,000	\$64,000	\$72,000	\$80,000	\$86,400	\$92,800	\$99,200	\$105,600
60%	\$42,000	\$48,000	\$54,000	\$60,000	\$64,800	\$69,600	\$74,400	\$79,200
50%	\$35,000	\$40,000	\$45,000	\$50,000	\$54,000	\$58,000	\$62,000	\$66,000
30%	\$21,000	\$24,000	\$27,000	\$30,000	\$32,400	\$34,800	\$37,200	\$39,600

*** Metropolitan Statistical Area (MSA) – Aurora Value Limits

Includes Arapahoe and Adams County

Effective April 1, 2020

Area Median Income levels are published annually by HUD for the Denver-Aurora-Broomfield MSA and are adjusted for family size.

**The example above is based upon 2019 AMI figures adjusted for a household size of 1 person.*

***The example above is based upon 2019 AMI figures adjusted for a household size of 2 persons.*

EXHIBIT A – Scope of Services / CDBG CV Program Activities

5. **TIME OF PERFORMANCE.** The program can commence upon the full and proper execution of this Agreement and the completion of the appropriate environmental review, and shall be completed **on or before June 30, 2022**. However, the project time of performance may be extended by unilateral amendment, subject to mutual agreement of the City and Archway Housing & Services. To initiate the extension process, the Program Provider shall submit a written request to the City **at least 60 days prior to April 1, 2022** and shall include a full justification for the extension.
6. **PROJECT BUDGET.** The budget for this program is attached to this Agreement as Exhibit B. All Aurora CDBG CV Funds under this Agreement shall be applied strictly to City-approved program items as described in Exhibit B, or otherwise added to the project through a contact addendum mutually executed by the City of Aurora and Archway Housing & Services.
7. **PAYMENT SCHEDULE.** CDBG CV program funds shall be made available to the Program Provider subject to the terms and conditions of this Agreement, and documentation evidencing the propriety of the proposed use of CDBG CV program funds with each draw-down request. CDBG CV program funds shall be disbursed to the Project Provider in the following manner described:

After the submission of documentation that the funds have been expended properly for eligible CDBG CV costs, including copies of receipts for expenditures and any inspections by the City's Building Department and Community Development Division, and upon the City's review and approval, the City shall issue a reimbursement check within its standard accounts payable procedures within 21 days from the receipt of the complete and accurate reimbursement request packet. Additionally, all required reporting must be up to date at the time of any given reimbursement request or the packet will not be considered complete and payment will be delayed.
9. **REPORTING SCHEDULE.** Owner/Developer shall provide the following reports to the City of Aurora Community Development Division.
 - A. **Performance Reports.** Until Final Payment, one copy of the Quarterly Narrative Performance Report shall be submitted within 30 calendar days after the end of the applicable calendar month. No requests for payments shall be processed if the Program Provider has not submitted this quarterly report.

EXHIBIT A – Scope of Services / CDBG CV Program Activities

11. **ADMINISTRATOR-IN-CHARGE.** Any change in assignment of the administrator-in-charge is subject to the limitations on Section 2 within the main body of this Agreement. The administrator-in-charge of this Project is:

Name: Sebastian
Title: Executive Director
Address: 8585 W. 14th Avenue
Lakewood, CO. 80215

EXHIBIT B – CDBG CV Program Budget

Archway Housing & Services, Inc Sources & Uses Budget

Program Activities	Total Costs (from DevCosts Tab)	State Funds Requested	Other Funds	Source	Status (Pending or Committed)	Activity Subtotals
1 Full-time Family Services Coordinator (all year)	\$45,000		\$0	City of Aurora	Committed	\$45,000
			\$0			
1 Full-time Family Services Coordinator (Jan-June)	\$20,000		\$0	City of Aurora	Committed	\$20,000
Staff benefits	\$16,250		\$0	City of Aurora	Committed	\$16,250
			\$0		Committed	
					Committed	
Staff training	\$300		\$0	City of Aurora	Committed	\$300
			\$0		Committed	
			\$0		Committed	
Staff phones	\$675		\$0	City of Aurora	Committed	\$675
Staff office supplies	\$400		\$0	City of Aurora	Committed	\$400
Gas	\$400			City of Aurora	Committed	\$400
Mileage reimbursement	\$600			City of Aurora	Committed	\$600
Van insurance & registration	\$1,200			City of Aurora	Committed	\$1,200
Programming supplies	\$2,700			City of Aurora	Committed	\$2,700
Community events	\$1,500			City of Aurora	Committed	\$1,500
Community garden	\$850			City of Aurora	Committed	\$850
Clothing store project	\$1,250			City of Aurora	Committed	\$1,250

EXHIBIT B – CDBG CV Program Budget

Hygiene products	\$2,000			City of Aurora	Committed	\$2,000
Field trips	\$1,000			City of Aurora	Committed	\$1,000
Food bank	\$3,600			City of Aurora	Committed	\$3,600
Total Project Costs	\$97,725					
						\$97,725

EXHIBIT B – CDBG CV Program Budget



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Support of the City of Aurora, Colorado Funding SecurCares with Community Development Block Grant COVID-19 Funding to Provide Meal Activities for the Ye

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In July of 2020, Aurora’s Community Development division received a CDBG COVID grant of \$1.7 million from the U.S Department of Housing and Urban Development. Community Development used a portion of that grant to fund a small business loan program to assist local businesses suffering reduced demand due to COVID and a rental assistance program for Aurora residents at risk of eviction due to job losses or reduced working hours due to COVID.

In late 2020, Community Development issued a Notice of Funding Availability to local businesses and non-profits to apply for CDBG COVID funds to assist Aurora residents impacted by COVID 19. Fifty-five applications were received for a variety of different projects. In January of 2021 an evaluation committee consisting of City of Aurora employees and members of Community Development’s Citizens Advisory Committee on Housing and Community Development met to review the applications and select projects to recommend funding. Ten agencies were selected to carry out public service projects with CDBG COVID funds totaling \$1.25 million.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Three of the ten agencies selected to carry out the CDBG COVID-funded projects have returned signed sub-recipient agreements. We expect to receive the remaining seven signed agreements in the next few weeks and plan to bring those seven agreements to HORNS for review in June.

It is staff’s recommendation that the Resolution of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council’s support of the City of Aurora, Colorado funding SecorCares with Community Development Block Grant COVID-19 funding to provide meal activities for the year 2021 agreement move forward in the Council approval process. SECORcares will utilize \$210,420 in CDBG-CV funds to deliver meals to senior housing communities with residents affected by COVID. They will also provide meals to local school children with families who have been affected by COVID. If the agreement is approved, the selected agency can begin its project in May.

QUESTIONS FOR COUNCIL

Does the Committee approve moving a Resolution expressing the Aurora City Council’s support of the City of Aurora, Colorado funding SecorCares with Community Development Block Grant COVID-19 funding to provide meal activities for the year 2021 to study session for review and approval?

LEGAL COMMENTS

CDBG funding may be used under the urgent need national objective to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community pursuant to 24 C.F.R. § 570.208(c) and 24 C.F.R. § 570.483(d).

The City has all powers which are necessary, requisite, or proper for the government Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. and administration of its local and municipal matters. (City Charter, art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (City Charter, art. 3-9). (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF
THE CITY OF AURORA, COLORADO FUNDING SECORCARES WITH
COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 FUNDING
TO PROVIDE MEAL ACTIVITIES FOR THE YEAR 2021

WHEREAS, the Community Development Division utilizes an Affordable Gap Financing application to simplify and streamline the application process which aligns with CHFA tax credit application deadline and take place on a bi-annual basis, ahead of CHFA's application deadline when CHFA funding applies to the applicant; and

WHEREAS, SECORCares delivers medically tailored home delivered meals for eligible food-insecure critically ill residents in the City; and

WHEREAS, SECORCares's proposed activities qualify for CDBG CV funding and the Affordable Housing Gap Funding Review Committee evaluated SECORCares's application for funding and desires to award SECORCares with Two Hundred Ten Thousand and Four-Hundred Twenty Dollars (\$210,420.00) in CDBG CV funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the Affordable Gap Financing Review Committee's award of \$210,420.00 in a CDBG CV Grant for SECORCares.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney

**Community Development Block Grant
CDBG CV
CFDA 14.218 Award B-20-MW-08-0002
Subrecipient Agreement
RE: SECORCares**

This agreement is entered into by SECORCares (DUNS# 022528740), a 501(c)(3) nonprofit organization, whose principal address is 17151 Pine Lane #205, Parker, CO 80134, herein referred to as the "Subrecipient" and the City of Aurora, a municipal corporation, whose principal address is 15151 East Alameda Parkway, Aurora, Colorado 80012, herein referred to as the "City."

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development herein referred to as "HUD" for the purpose of conducting a Community Development Block Grant Program (hereinafter referred to as the "Program"), with Federal financial assistance under Title I of the Housing and Community Development Act of 1974, as revised, (hereinafter called "Act"); and

WHEREAS, the Subrecipient was granted, through the Program, funds to support their food banks which can include delivering meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, and subject to the terms and conditions and contingent upon receipt of HUD CDBG CV funding hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Definitions.

"Covered entity" means a person that maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

"Personal identifying information" ("PII") means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that

can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

"Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the Community Development Block Grant (CDBG) CV Program under this agreement.

"Revolving Fund" shall mean a separate fund with a set of accounts that are independent of other program accounts established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities.

"Program Income" means gross income received by the Subrecipient directly generated from the use of CDBG CV funds. When Program Income is generated by an activity that is only partially assisted with CDBG CV funds, the income shall be prorated to reflect the percentage of CDBG CV funds used. Program Income includes, but is not limited to the following:

- a. Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG CV Program Funds;
- b. Proceeds received from the disposition of equipment bought with CDBG CV Program Funds;
- c. Gross income from the use or rental of real property acquired by the Subrecipient with CDBG CV Program Funds less costs incidental to generation of the income;
- d. Gross income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with CDBG CV Program Funds, less costs incidental to generation of the income;
- e. Payments of principal and interest on loans made using CDBG CV Program Funds;
- f. Proceeds received from the sale of loans made with CDBG CV Program Funds;
- g. Proceeds received from the sale of obligations secured by loans made with CDBG CV Program Funds;
- h. Interest earned on CDBG CV Program Funds held in a revolving fund account;
- i. Interest earned on Program Income pending its disposition; and
- j. Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG CV Program Fund portion of a public improvement.

"CDBG CV Funds" shall mean funding received by the City from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) CV Program.

"Contract Period" shall mean the effective date of this agreement and time given for performance.

"Project Activity" shall mean the activity therein described in Section 3 of this agreement, Statement of Work.

"Moderate, Low, and Very Low Income" shall mean at or below 80%, at or below 50%, and at or below 30%, of the Area Median Income (AMI) respectively as defined by the U.S. Department of Housing & Urban Development (HUD) for the current agreement period.

2. Purpose.

The purpose of this agreement is to provide funding for project activities approved by the City under the Community Development Block Grant CV Program, for fiscal year 2021.

3. Statement of Work.

The Subrecipient will engage in the following activities that are necessary to implement the project: provide medically tailored, home-delivered meals for eligible food-insecure, critically ill residents of the City. The eligibility of each recipient must be verified in order for the City to reimburse Subrecipient. Eligible requirements include income verification and proof of residency. The agency should also maintain documentation verifying the critical illness of the qualified participant. The eligibility of program participants must be verified by the Subrecipient prior to providing assistance.

4. Effective Date and Time of Performance.

This agreement takes effect upon execution of the agreement or upon the official Release of Program Funds from the Department of Housing and Urban Development (HUD). The activities to be performed by the Subrecipient will be completed on or before June 30, 2022.

5. Budget.

The total amount to be awarded to the Subrecipient under this agreement shall not exceed \$ 210,420.00.

The project budget is as follows:

Activity	Budget
Food for Thought	\$174,420
Senior Mobile Pantry	\$27,000
One Place	\$9,000
Miscellaneous = projected increases/fluctuation in cost of foods	\$2,000

purchased through Feeding America/Food Bank of the Rockies partnership.	
Total Budget	\$210,420.00

The Subrecipient may modify this budget only after having requested and received prior written approval of the adjustment from the City.

6. Disbursement of Funds.

Program Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Program Funds with each draw-down request. Program Funds shall be disbursed to the Subrecipient in the following manner described:

After the submission of the following documents: a formal payment reimbursement request letter which details specific dates and amounts for reimbursement and accompanied by appropriate back-up documentation (invoices and bank statements indicating payments have been made), including verification that an eligible family was given assistance; and upon the City's review and approval, the City shall issue a check within its standard accounts payable procedures, 21 days from the receipt of invoice packet.

7. Records.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for five (5) years from the date of this agreement.

The Subrecipient shall keep accurate books and records as indicated below:

The project activity described herein is determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or primarily for use by low and moderate income persons.

8. Performance Reporting.

The Subrecipient will submit the following reports on project performance at the request of, and in the format prescribed by, the City:

- a. Quarterly reports are due within thirty (30) days of the end of each quarter:
 1. First Quarter from January 1, 2021 through March 31, 2021, due on or before April 30, 2021.
 2. Second Quarter from April 1, 2021 through June 30, 2021, due on or before

- July 30, 2021.
3. Third Quarter from July 1, 2021 through September 30, 2021, due on or before October 30, 2021.
 4. Fourth Quarter from October 1, 2021 through December 31, 2021, due on or before January 30, 2022.
 5. Fifth Quarter from January 1, 2022 through March 31, 2022 due on or before April 30, 2022.
 6. Sixth Quarter from April 1, 2022 to June 30, 2022 due on or before July 31, 2022.

b. Year End report covering January 1, 2021 through December 31, 2021 due within thirty (30) days of December 31, 2021, (due on or before January 30, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through December 31, 2021 shall be included in the Year End report.

c. Final report covering January 1, 2021 through June 30, 2022 due within thirty (30) days of June 30, 2022 (due on or before July 31, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through June 30, 2022 shall be included in the Final report.

The Subrecipient, which is a non-federal agency, that expends \$750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

The Subrecipient shall keep accurate books and records on the number of unduplicated beneficiary households or persons served or benefiting from this project activity including these characteristics: Five single - race categories: White, Black/African American, Asian, American Indian / Alaskan native, Native Hawaiian / Pacific Islander. Multi-race categories: American Indian/Alaskan Native & White; Asian & White; Black/African American & White; American Indian/Alaskan Native & Black/African American; and Other Multi-racial, Ethnicity: Hispanic/Non-Hispanic; extremely low, very low, and low-to-moderate household income (homeless are presumed extremely low-income at 0 – 30% of the Area Median Income); elderly (62 years of age or older); disabled; and female head of household. This report shall be due on or before January 31st of each year of this agreement.

A copy of the most recent Annual Report prepared by the Subrecipient will be forwarded to the City as applicable.

9. Disposition of Program Income.
No Program Income will be generated as a result of this activity.

Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR 570.503(b)(8).

The Subrecipient shall keep, and make available to the City, such records as may be necessary to account for expenditures of all Program Funds and Program Income.

10. Uniform Administrative Requirements.

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

The Subrecipient shall make accurate, current, and complete disclosure of the financial results of assisted activities from Program Funds and must safeguard and ensure that Program Funds are used solely for authorized purposes. Accounting records must be supported by canceled checks, paid bills, payrolls, time and attendance records, contractual documents, or other acceptable source documentation.

If the Subrecipient shall procure services with Program Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

Per, HUD Regulation found at 570.502, 570.610, and 85.36, Small Purchasing Procedures allow recipients to acquire goods and services totaling no more than \$100,000. However, the purchase of goods and services with federal funding provided by the City of Aurora will adhere to the City's Purchasing Policy which is more restrictive and limits these Micro purchases to under \$5,000.

11. Other Program Requirements.

The Subrecipient shall carry out the activities under this agreement in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K.

No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with Program Funds.

All laborers and mechanics employed by contractors or subcontractors for

construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

No Program Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the displacement of persons, families, individuals, businesses, nonprofit organizations, and farms as a result of activities assisted with Program Funds under this agreement.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with Program Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons.

The Subrecipient shall not use lead-based paint for residential structures constructed or rehabilitated with Program Funds.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status.

The Subrecipient shall not provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens as described in 24 CFR Part 49.

The Subrecipient, which owns a public facility property, shall operate the facility so as to be open for use by the general public, as appropriate, during all normal hours of operation.

The Subrecipient does not assume the City's environmental responsibilities and the Subrecipient does not assume the City's responsibility for initiating the environmental review process in accordance with federal provisions.

The Subrecipient shall carry out the activities under this agreement in compliance with all federal laws and regulations as described in 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the U.S. Department of Housing and Urban Development; Section 504 of the Rehabilitation Act of 1973; and

the American with Disabilities Act of 1990.

12. Care of Personal Identifying Information:

a. Reasonable security practices. If Subrecipient or third-party service providers will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(I), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

b. Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the third-party service provider. Subrecipient and third-party service providers shall not disclose any personal identification information to anyone or any entity that does not need the information to provide services contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes.

c. Disposal of personal identifying information. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services.

d. Disclosure of breach. When Subrecipient or a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notified the third-party service provider shall also notify the Community Development Division of the breach.

13. Avoidance of Conflict of Interest.

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or Subrecipient, who exercise or have exercised any functions or responsibilities with respect to activities funded by Program Funds, who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted with Program Funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity funded with Program Funds, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The Subrecipient shall comply with all federal provisions and Colorado Revised Statutes, as applicable, regarding the avoidance of conflict of interest.

14. Assignability.

The Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.

15. Indemnification.

The Subrecipient and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees.

The Subrecipient, as legally permissible, covenants and agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement for the work to be performed hereunder. The Subrecipient hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of the performance of this agreement.

16. Suspension or Termination.

In accordance with federal provisions, suspension and termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience. The City may suspend or terminate payment for the project in whole, or in part, for cause. Cause shall include but not be limited to the following:

- a. Improper use of Program Funds.
- b. Failure to comply with either the terms or conditions of this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement.
- c. If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible.
- d. Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development.
- e. Failure to comply with any applicable local, state, and federal laws and regulations.

If the City withholds disbursement requests for Program Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance. Prior to terminating this Agreement for cause, the City shall advise the Subrecipient in writing of its intent, specifying the reasons for such termination and the corrective actions that must be taken by the Subrecipient in order to avoid such termination. The City will specify the period of time, not to exceed 30 calendar days in any case, within which such corrective action must be taken, during which period all payments of Program Funds to the Subrecipient shall be suspended. Any failure of the Subrecipient to take corrective action within the time provided will result in the immediate termination of this Agreement and repayment of all Program Funds spent in violation of

its provisions.

The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City CDBG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

Force Majeure – If either party is rendered unable, wholly or in part, by Force Majeure to carry out any or all of its obligations under this Agreement, then the obligations of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied within a reasonable time. "Force Majeure" means acts of God, strikes, lockouts or other major industrial disturbances, acts of public enemies, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, unusual and severe weather conditions, delays in work to be performed by others, interruptions by government or utility providers not exclusively due to the fault of the Parties, civil disturbances, explosions, litigation initiated by third parties seeking to overturn or enjoin any approval granted by the City, the Authority, or any other governmental or quasi-governmental agency relating to the Project Activity, or other events beyond the reasonable control of the Parties.

17. Reversion of Assets.

At the expiration of this agreement, the Subrecipient shall transfer any Program Funds on hand at the time of expiration and any accounts receivable attributable to the use of Program Funds.

18. Lobbying.

The Subrecipient certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all referenced shall certify and disclose accordingly.

19. Equal Employment Opportunity/Nondiscrimination.

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient shall not discriminate against anyone because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient understands and agrees that any act of discrimination based upon race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

20. Undocumented Workers.

a. **Unlawful Employees, Contractors and Subcontractors.** Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform

work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. **Verification Regarding Undocumented or Insufficiently Documented Workers.** By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. **Limitations.** Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. **Duties of the Service Provider.** If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

(i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and

(ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. **Duty to Comply with State Investigation.** Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. **Damages.** Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

21. Religious Organizations.

In accordance with First Amendment Church/State Principles, Program Funds may not be used for religious activities or provided to primarily religious entities for any

activities, including secular activities subject to the following restrictions and limitations:

a. Program Funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes or which will otherwise promote religious interests. Property owned by primarily religious entities may be acquired with Program Funds at not more than fair market value for a non-religious use. Program Funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose in accordance with federal provisions.

b. Program Funds may be used for public services (labor, supplies, and materials which are directed toward project activity including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs) to be provided through a primarily religious entity, such that the City benefits from these public services, and in connection with the provision of such public services, the primarily religious entity:

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

If Program Funds awarded under this agreement are carried out on property owned primarily by a religious entity, Program Funds may be used for minor repairs to such property which are directly related to the carrying out of a public service project activity where the cost constitutes in dollar terms only an incidental portion of the Program Funds expenditure for the public service project activity.

22. Closeout Requirements.

The Subrecipient's obligations to the City under this Agreement shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to:

- a. Making final payments;
- b. Submitting final invoices, reports and documentation;
- c. Disposing of program assets;
- d. Remitting any accounts receivable to the City;
- e. Determining the custodianship of records; and
- f. Other requirements under Uniform Administrative Requirements.

23. Certification of Non-Debarment.

The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS Agreement THIS
24 DAY OF March, 2021.

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager



Jessica Prosser, Director of Housing and Community Services



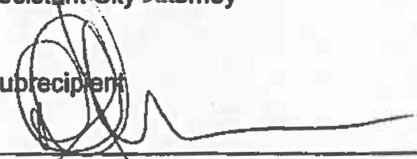
Rodney Milton
Community Development Manager

APPROVED AS TO FORM:



Tim Joyce
Assistant City Attorney

Subrecipient



Dennis Gorton, Executive Director
SECORCares

EXHIBIT A – Scope of Services / CDBG CV Program Activities

SECORCares

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

A. Project Description SECORCares, acting as Program Provider, hereinafter referred to as Program Provider, will use CDBG CV funds to assist in the development of a program. This agreement and scope covers provide medically tailored, home-delivered meals for eligible food-insecure, critically ill residents of the City to be located at 17151 Pine Lane #205, Parker, CO. 80134.

B. Form of Subsidy. CDBG CV funds in an amount not to exceed Two Hundred and Ten Thousand Four Hundred and Twenty Dollars (\$210,420.00) will be provided for eligible costs as identified in the CDBG CV funding application dated December 7, 2020. The CDBG CV funds will be provided as a grant with terms described in the Program Provider Loan Agreement.

At the end of sixteen (16) months from the date of this Agreement, if all of the CDBG CV funds have not been expended, the remaining CDBG CV funds will remain with the City of Aurora.

C. Project Activities. Owner has site control for the development of the CDBG CV funded program. Owner shall commence activities on the property listed expeditiously in order to expend all CDBG CV funds in the time provided. Additionally, Owner agrees that these CDBG CV funds are reasonably expected to be expended by June 30, 2022. Work Plan activities include, but are not necessarily limited to, the items specified below:

Activity	Budget
Food for Thought	\$174,420
Senior Mobile Pantry	\$27,000
One Place	\$9,000
Miscellaneous = projected increases/fluctuation in cost of foods purchased through Feeding America/Food Bank of the Rockies partnership.	\$2,000
Total Budget	\$210,420.00

2. ADMINISTRATIVE REQUIREMENTS.

A. Financial Management. The Program Provider shall be responsible for the administration of the program in accordance with the applicable financial management requirements. Owner may subcontract all or part of the administration duties.

3. INCOME ELIGIBILITY DETERMINATION. The Program Provider must determine annual income of the project beneficiaries using "Annual Income" as defined under 24 CFR 92.203. The Program Provider must examine at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family. When determining whether a family is income eligible, Owner must use one of the following two definitions of "annual income":

- A.** Annual income as defined at 24 CFR 5.609; or
- B.** Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

Although Program Provider may use either of the definitions of "annual income" permitted above to Program Providers AGREEMENT / Exhibit A – Scope of Services
2021 SECORCares

EXHIBIT A – Scope of Services / CDBG CV Program Activities

calculate adjusted income, it must apply exclusions from income established at 24 CFR 5.611. The CDBG CV rents for very low-income families established under § 92.252(b)(2) are based on adjusted income. In addition, the Program Provider may base the amount of tenant-based rental assistance on the adjusted income of the family. The Program Provider may use only one definition for each rental housing project. The Program Provider must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the Program Provider determines that the family is income eligible. Annual income shall include income from all persons in the household. Income or asset enhancement derived from the CDBG CV-assisted program shall not be considered in calculating annual income.

4. **AFFORDABILITY REQUIREMENTS.** This project must meet the affordability requirements for the specified time period outlined below or CDBG CV funds shall be repaid in full to the City of Aurora, per 24 CFR 92.252(e).

- A. **CDBG CV Recipient Identification.** The CARES Act made \$5 billion available in Community Development Block Grant Coronavirus (CDBG-CV) funds. As a grantee of funds from the U.S. Department of Housing and Urban Development (HUD), the City of Aurora Community Development Division received a special allocation of \$3.4 million in CDBG-CV funds to prevent, prepare for, and respond to the coronavirus and meet our community's immediate needs. Federal law requires that these grant funds primarily benefit low-income persons (80% of area median income or below).

Effective July 1, 2020 Median Income 2020								
Number of Persons in Household	1	2	3	4	5	6	7	8
Median Average	\$70,000	\$80,000	\$90,000	\$100,000	\$108,000	\$116,000	\$124,000	\$132,000
80%	\$56,000	\$64,000	\$72,000	\$80,000	\$86,400	\$92,800	\$99,200	\$105,600
60%	\$42,000	\$48,000	\$54,000	\$60,000	\$64,800	\$69,600	\$74,400	\$79,200
50%	\$35,000	\$40,000	\$45,000	\$50,000	\$54,000	\$58,000	\$62,000	\$66,000
30%	\$21,000	\$24,000	\$27,000	\$30,000	\$32,400	\$34,800	\$37,200	\$39,600

*** Metropolitan Statistical Area (MSA) – Aurora Value Limits
Includes Arapahoe and Adams County
Effective April 1, 2020

Area Median Income levels are published annually by HUD for the Denver-Aurora-Broomfield MSA and are adjusted for family size.

**The example above is based upon 2019 AMI figures adjusted for a household size of 1 person.*

***The example above is based upon 2019 AMI figures adjusted for a household size of 2 persons.*

EXHIBIT A – Scope of Services / CDBG CV Program Activities

5. **TIME OF PERFORMANCE.** The program can commence upon the full and proper execution of this Agreement and the completion of the appropriate environmental review and shall be completed on or before June 30, 2022. However, the project time of performance may be extended by unilateral amendment, subject to mutual agreement of the City and SECORCares. To initiate the extension process, the Program Provider shall submit a written request to the City at least 60 days prior to April 1, 2022 and shall include a full justification for the extension.
6. **PROJECT BUDGET.** The budget for this program is attached to this Agreement as Exhibit B. All Aurora CDBG CV Funds under this Agreement shall be applied strictly to City-approved program items as described in Exhibit B, or otherwise added to the project through a contact addendum mutually executed by the City of Aurora and the SECORCares.
7. **PAYMENT SCHEDULE.** CDBG CV program funds shall be made available to the Program Provider subject to the terms and conditions of this Agreement, and documentation evidencing the propriety of the proposed use of CDBG CV program funds with each draw-down request. CDBG CV program funds shall be disbursed to the Project Provider in the following manner described:

After the submission of documentation that the funds have been expended properly for eligible CDBG CV costs, including copies of receipts for expenditures and any inspections by the City's Building Department and Community Development Division, and upon the City's review and approval, the City shall issue a reimbursement check within its standard accounts payable procedures within 21 days from the receipt of the complete and accurate reimbursement request packet. Additionally, all required reporting must be up to date at the time of any given reimbursement request or the packet will not be considered complete and payment will be delayed.
9. **REPORTING SCHEDULE.** Owner/Developer shall provide the following reports to the City of Aurora Community Development Division.
 - A. **Performance Reports.** Until Final Payment, one copy of the Quarterly Narrative Performance Report shall be submitted within 30 calendar days after the end of the applicable calendar month. No requests for payments shall be processed if the Program Provider has not submitted this quarterly report.

EXHIBIT A – Scope of Services / CDBG CV Program Activities

11. **ADMINISTRATOR-IN-CHARGE.** Any change in assignment of the administrator-in-charge is subject to the limitations on Section 2 within the main body of this Agreement. The administrator-in-charge of this Project is:

Name: Dennis Gorton
Title: Executive Director
Address: 17151 Pine Lane #205
Parker, CO. 80134

EXHIBIT B – CDBG CV Program Budget

SECORCares Sources & Uses Budget

Program Activities	Total Costs (from DevCosts Tab)	State Funds Requested	Other Funds	Source	Status (Pending or Committed)	Activity Subtotals
Food for Thought	\$174,420			City of Aurora	Committed	\$174,420
Senior Mobile Pantry	\$27,000			City of Aurora	Committed	\$27,000
One Place	\$9000			City of Aurora	Committed	\$9000
Miscellaneous = projected increases/fluctuation in cost of foods purchased through Feeding America/Food Bank of the Rockies partnership.	\$2000			City of Aurora	Committed	\$2000
Total Project Costs	\$210,420					\$210,420

Program Providers AGREEMENT / Exhibit A – Scope of Services
2021 SECORCares



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Support of the City of Aurora, Colorado Funding Rocky Mountain Welcome Center with Community Development Block Grant COVID-19 Funding to Provide Meal Ac

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In July of 2020, Aurora’s Community Development division received a CDBG COVID grant of \$1.7 million from the U.S Department of Housing and Urban Development. Community Development used a portion of that grant to fund a small business loan program to assist local businesses suffering reduced demand due to COVID and a rental assistance program for Aurora residents at risk of eviction due to job losses or reduced working hours due to COVID.

In late 2020, Community Development issued a Notice of Funding Availability to local businesses and non-profits to apply for CDBG COVID funds to assist Aurora residents impacted by COVID 19. Fifty-five applications were received for a variety of different projects. In January of 2021 an evaluation committee consisting of City of Aurora employees and members of Community Development’s Citizens Advisory Committee on Housing and Community Development met to review the applications and select projects to recommend funding. Ten agencies were selected to carry out public service projects with CDBG COVID funds totaling \$1.25 million.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Three of the ten agencies selected to carry out the CDBG COVID-funded projects have returned signed sub-recipient agreements. We expect to receive the remaining seven signed agreements in the next few weeks and plan to bring those seven agreements to HORNS for review in June.

It is staff’s recommendation that the Resolution of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council’s support of the City of Aurora, Colorado funding Rocky Mountain Welcome Center with Community Development Block Grant COVID-19 funding to provide meal activities for the year 2021 agreement move forward in the Council approval process. Rocky Mountain Welcome Center will utilize \$107,028 in CDBG-CV funds to provide culturally appropriate home meal delivery to ethnically diverse communities affected by COVID. If the agreement is approved, the selected agency can begin its project in May.

QUESTIONS FOR COUNCIL

Does the Committee approve moving a Resolution expressing the Aurora City Council’s support of the City of Aurora, Colorado funding Rocky Mountain Welcome Center with Community Development Block Grant COVID-19 funding to provide meal activities for the year 2021 to study session for review and approval?

LEGAL COMMENTS

CDBG funding may be used under the urgent need national objective to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community pursuant to 24 C.F.R. § 570.208(c) and 24 C.F.R. § 570.483(d).

The City has all powers which are necessary, requisite, or proper for the government Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. and administration of its local and municipal matters. (City Charter, art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (City Charter, art. 3-9). (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**Community Development Block Grant
CDBG CV
CFDA 14.218 Award B-20-MW-08-0002
Subrecipient Agreement
RE: Rocky Mountain Welcome Center**

This agreement is entered into by Rocky Mountain Welcome Center (DUNS# 055450735), a 501(c)(3) nonprofit organization, whose principal address is 1010 S Joliet street #205 Aurora CO 80012, herein referred to as the "Subrecipient" and the City of Aurora, a municipal corporation, whose principal address is 15151 East Alameda Parkway, Aurora, Colorado 80012, herein referred to as the "City."

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development herein referred to as "HUD" for the purpose of conducting a Community Development Block Grant Program (hereinafter referred to as the "Program"), with Federal financial assistance under Title I of the Housing and Community Development Act of 1974, as revised, (hereinafter called "Act"); and

WHEREAS, the Subrecipient was granted, through the Program, funds to support their food pantry and delivering meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, and subject to the terms and conditions and contingent upon receipt of HUD CDBG CV funding hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Definitions.

"Covered entity" means a person that maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

"Personal identifying information" ("PII") means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that

can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

"Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the Community Development Block Grant (CDBG) CV Program under this agreement.

"Revolving Fund" shall mean a separate fund with a set of accounts that are independent of other program accounts established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities.

"Program Income" means gross income received by the Subrecipient directly generated from the use of CDBG CV funds. When Program Income is generated by an activity that is only partially assisted with CDBG CV funds, the income shall be prorated to reflect the percentage of CDBG CV funds used. Program Income includes, but is not limited to the following:

- a. Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG CV Program Funds;
- b. Proceeds received from the disposition of equipment bought with CDBG CV Program Funds;
- c. Gross income from the use or rental of real property acquired by the Subrecipient with CDBG CV Program Funds less costs incidental to generation of the income;
- d. Gross income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with CDBG CV Program Funds, less costs incidental to generation of the income;
- e. Payments of principal and interest on loans made using CDBG CV Program Funds;
- f. Proceeds received from the sale of loans made with CDBG CV Program Funds;
- g. Proceeds received from the sale of obligations secured by loans made with CDBG CV Program Funds;
- h. Interest earned on CDBG CV Program Funds held in a revolving fund account;
- i. Interest earned on Program Income pending its disposition; and
- j. Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG CV Program Fund portion of a public improvement.

"CDBG CV Funds" shall mean funding received by the City from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) CV Program.

"Contract Period" shall mean the effective date of this agreement and time given for performance.

"Project Activity" shall mean the activity therein described in Section 3 of this agreement, Statement of Work.

"Moderate, Low, and Very Low Income" shall mean at or below 80%, at or below 50%, and at or below 30%, of the Area Median Income (AMI) respectively as defined by the U.S. Department of Housing & Urban Development (HUD) for the current agreement period.

2. Purpose.

The purpose of this agreement is to provide funding for project activities approved by the City under the Community Development Block Grant CV Program, for fiscal year 2021.

3. Statement of Work.

The Subrecipient will engage in the following activities that are necessary to implement the project: food banks and medically tailored home-delivered meals for eligible food-insecure critically ill residents of the City. The eligibility of each recipient must be verified for the City to reimburse Subrecipient. Eligible requirements include income verification and proof of residency. The agency should also maintain documentation verifying the critical illness of the qualified participant. The eligibility of program participants must be verified by the Subrecipient prior to providing assistance.

4. Effective Date and Time of Performance.

This agreement takes effect upon execution of the agreement or upon the official Release of Program Funds from the Department of Housing and Urban Development (HUD). The activities to be performed by the Subrecipient will be completed on or before June 30, 2022.

5. Budget.

The total amount to be awarded to the Subrecipient under this agreement shall not exceed \$ 107,028.00.

The project budget is as follows:

Activity	Budget
COO	\$9,374.40
Fringe benefits	\$937.44
Bulk Grocery purchase	\$10,000.00
Contractual- Food	\$64,986.00
Contractual- Outreach	\$12,000.00

Indirect Charges	\$9,729.78
Total Budget	\$107,027.62

The Subrecipient may modify this budget only after having requested and received prior written approval of the adjustment from the City.

6. Disbursement of Funds.

Program Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Program Funds with each draw-down request. Program Funds shall be disbursed to the Subrecipient in the following manner described:

After the submission of the following documents: a formal payment reimbursement request letter which details specific dates and amounts for reimbursement and accompanied by appropriate back-up documentation (invoices and bank statements indicating payments have been made), including verification that an eligible family was given assistance; and upon the City's review and approval, the City shall issue a check within its standard accounts payable procedures, 21 days from the receipt of invoice packet.

7. Records.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for five (5) years from the date of this agreement.

The Subrecipient shall keep accurate books and records as indicated below:

The project activity described herein is determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or primarily for use by low and moderate income persons.

8. Performance Reporting.

The Subrecipient will submit the following reports on project performance at the request of, and in the format prescribed by, the City:

- a. Quarterly reports are due within thirty (30) days of the end of each quarter:
 1. First Quarter from January 1, 2021 through March 31, 2021, due on or before April 30, 2021.
 2. Second Quarter from April 1, 2021 through June 30, 2021, due on or before July 30, 2021.

3. Third Quarter from July 1, 2021 through September 30, 2021, due on or before October 30, 2021.
4. Fourth Quarter from October 1, 2021 through December 31, 2021, due on or before January 30, 2022.
5. Fifth Quarter from January 1, 2022 through March 31, 2022 due on or before April 30, 2022.
6. Sixth Quarter from April 1, 2022 to June 30, 2022 due on or before July 31, 2022.

b. Year End report covering January 1, 2021 through December 31, 2021 due within thirty (30) days of December 31, 2021, (due on or before January 30, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through December 31, 2021 shall be included in the Year End report.

c. Final report covering January 1, 2021 through June 30, 2022 due within thirty (30) days of June 30, 2022 (due on or before July 31, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through June 30, 2022 shall be included in the Final report.

The Subrecipient, which is a non-federal agency, that expends \$750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

The Subrecipient shall keep accurate books and records on the number of unduplicated beneficiary households or persons served or benefiting from this project activity including these characteristics: Five single - race categories; White, Black/African American, Asian, American Indian / Alaskan native, Native Hawaiian / Pacific Islander. Multi-race categories: American Indian/Alaskan Native & White; Asian & White; Black/African American & White; American Indian/Alaskan Native & Black/African American; and Other Multi-racial, Ethnicity: Hispanic/Non-Hispanic; extremely low, very low, and low-to-moderate household income (homeless are presumed extremely low-income at 0 – 30% of the Area Median Income); elderly (62 years of age or older); disabled; and female head of household. This report shall be due on or before January 31st of each year of this agreement.

A copy of the most recent Annual Report prepared by the Subrecipient will be forwarded to the City as applicable.

9. Disposition of Program Income.

No Program Income will be generated as a result of this activity.

Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR 570.503(b)(8).

The Subrecipient shall keep, and make available to the City, such records as may be necessary to account for expenditures of all Program Funds and Program Income.

10. Uniform Administrative Requirements.

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

The Subrecipient shall make accurate, current, and complete disclosure of the financial results of assisted activities from Program Funds and must safeguard and ensure that Program Funds are used solely for authorized purposes. Accounting records must be supported by canceled checks, paid bills, payrolls, time and attendance records, contractual documents, or other acceptable source documentation.

If the Subrecipient shall procure services with Program Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

Per, HUD Regulation found at 570.502, 570.610, and 85.36, Small Purchasing Procedures allow recipients to acquire goods and services totaling no more than \$100,000. However, the purchase of goods and services with federal funding provided by the City of Aurora will adhere to the City's Purchasing Policy which is more restrictive and limits these Micro purchases to under \$5,000.

11. Other Program Requirements.

The Subrecipient shall carry out the activities under this agreement in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K.

No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with Program Funds.

All laborers and mechanics employed by contractors or subcontractors for construction work financed in whole or in part with assistance received under this

agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

No Program Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the displacement of persons, families, individuals, businesses, nonprofit organizations, and farms as a result of activities assisted with Program Funds under this agreement.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with Program Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons.

The Subrecipient shall not use lead-based paint for residential structures constructed or rehabilitated with Program Funds.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status.

The Subrecipient shall not provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens as described in 24 CFR Part 49.

The Subrecipient, which owns a public facility property, shall operate the facility so as to be open for use by the general public, as appropriate, during all normal hours of operation.

The Subrecipient does not assume the City's environmental responsibilities and the Subrecipient does not assume the City's responsibility for initiating the environmental review process in accordance with federal provisions.

The Subrecipient shall carry out the activities under this agreement in compliance with all federal laws and regulations as described in 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the U.S. Department of Housing and Urban Development; Section 504 of the Rehabilitation Act of 1973; and the American with Disabilities Act of 1990.

12. Care of Personal identifying information:

a. Reasonable security practices. If Subrecipient or third-party service providers will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

b. Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the third-party service provider. Subrecipient and third-party service providers shall not disclose any personal identification information to anyone or any entity that does not need the information to provide services contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes.

c. Disposal of personal identifying information. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services.

d. Disclosure of breach. When Subrecipient or a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notified the third-party service provider shall also notify the Community Development Division of the breach.

13. Avoidance of Conflict of Interest.

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or Subrecipient, who exercise or have exercised any functions or responsibilities with respect to activities funded by Program Funds, who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted with Program Funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity funded with Program Funds, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The Subrecipient shall comply with all federal provisions and Colorado Revised Statutes, as applicable, regarding the avoidance of conflict of interest.

14. Assignability.

The Subrecipient shall not assign any interest in this agreement and shall not

transfer any interest in the same without the prior written consent of the City.

15. Indemnification.

The Subrecipient and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees.

The Subrecipient, as legally permissible, covenants and agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement for the work to be performed hereunder. The Subrecipient hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of the performance of this agreement.

16. Suspension or Termination.

In accordance with federal provisions, suspension and termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience. The City may suspend or terminate payment for the project in whole, or in part, for cause. Cause shall include but not be limited to the following:

- a. Improper use of Program Funds.
- b. Failure to comply with either the terms or conditions of this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement.
- c. If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible.
- d. Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development.
- e. Failure to comply with any applicable local, state, and federal laws and regulations.

If the City withholds disbursement requests for Program Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance. Prior to terminating this Agreement for cause, the City shall advise the Subrecipient in writing of its intent, specifying the reasons for such termination and the corrective actions that must be taken by the Subrecipient in order to avoid such termination. The City will specify the period of time, not to exceed 30 calendar days in any case, within which such corrective action must be taken, during which period all payments of Program Funds to the Subrecipient shall be suspended. Any failure of the Subrecipient to take corrective action within the time provided will result in the immediate termination of this Agreement and repayment of all Program Funds spent in violation of its provisions.

The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City CDBG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

Force Majeure – If either party is rendered unable, wholly or in part, by Force Majeure to carry out any or all of its obligations under this Agreement, then the obligations of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied within a reasonable time. "Force Majeure" means acts of God, strikes, lockouts or other major industrial disturbances, acts of public enemies, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, unusual and severe weather conditions, delays in work to be performed by others, interruptions by government or utility providers not exclusively due to the fault of the Parties, civil disturbances, explosions, litigation initiated by third parties seeking to overturn or enjoin any approval granted by the City, the Authority, or any other governmental or quasi-governmental agency relating to the Project Activity, or other events beyond the reasonable control of the Parties.

17. Reversion of Assets.

At the expiration of this agreement, the Subrecipient shall transfer any Program Funds on hand at the time of expiration and any accounts receivable attributable to the use of Program Funds.

18. Lobbying.

The Subrecipient certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all referenced shall certify and disclose accordingly.

19. Equal Employment Opportunity/Nondiscrimination.

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient shall not discriminate against anyone because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient understands and agrees that any act of discrimination based upon race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

20. Undocumented Workers.

a. **Unlawful Employees, Contractors and Subcontractors.** Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-

17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. **Verification Regarding Undocumented or Insufficiently Documented Workers.** By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. **Limitations.** Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. **Duties of the Service Provider.** If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

(i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and

(ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. **Duty to Comply with State Investigation.** Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. **Damages.** Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

21. Religious Organizations.

In accordance with First Amendment Church/State Principles, Program Funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities subject to the following restrictions and limitations:

a. Program Funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes or which will otherwise promote religious interests. Property owned by primarily religious entities may be acquired with Program Funds at not more than fair market value for a non-religious use. Program Funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose in accordance with federal provisions.

b. Program Funds may be used for public services (labor, supplies, and materials which are directed toward project activity including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs) to be provided through a primarily religious entity, such that the City benefits from these public services, and in connection with the provision of such public services, the primarily religious entity:

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

If Program Funds awarded under this agreement are carried out on property owned primarily by a religious entity, Program Funds may be used for minor repairs to such property which are directly related to the carrying out of a public service project activity where the cost constitutes in dollar terms only an incidental portion of the Program Funds expenditure for the public service project activity.

22. Closeout Requirements.

The Subrecipient's obligations to the City under this Agreement shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to:

- a. Making final payments;
- b. Submitting final invoices, reports and documentation;
- c. Disposing of program assets;
- d. Remitting any accounts receivable to the City;
- e. Determining the custodianship of records; and
- f. Other requirements under Uniform Administrative Requirements.

23. Certification of Non-Debarment.

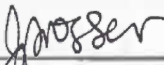
The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS Agreement THIS
1st DAY OF APRIL, 2021.

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager

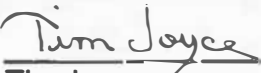


Jessica Prosser
Housing and Community Services Director



Rodney Milton
Community Development Manager

APPROVED AS TO FORM:



Tim Joyce
Assistant City Attorney

Subrecipient


Diana Higuera (Apr 1, 2021 22:25 MDT)
Diana Higuera, Executive Director
Rocky Mountain Welcome Center

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Rocky Mountain Welcome Center

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

A. **Project Description** Rocky Mountain Welcome Center, acting as Program Provider, hereinafter referred to as Program Provider, will use CDBG CV funds to assist in the development of a program for a food pantry and delivery services. This agreement and scope covers food banks and medically tailored home-delivered meals for eligible food-insecure critically ill residents of the City to be located at 1010 S Joliet street #205 Aurora CO 80012.

B. **Form of Subsidy.** CDBG CV funds in an amount not to exceed One Hundred and Seven Thousand Twenty-eight Dollars(\$107,028) will be provided for eligible costs as identified in the CDBG CV funding application dated December 21, 2020. The CDBG CV funds will be provided as a grant with terms described in the Program Provider Loan Agreement.

At the end of sixteen (16) months from the date of this Agreement, if all of the CDBG CV funds have not been expended, the remaining CDBG CV funds will remain with the City of Aurora.

C. **Project Activities.** Owner has site control for the development of the CDBG CV funded program. Owner shall commence activities on the property listed expeditiously in order to expend all CDBG CV funds in the time provided. Additionally, Owner agrees that these CDBG CV funds are reasonably expected to be expended by June 30, 2022. Work Plan activities include, but are not necessarily limited to, the items specified below:

Activity	Budget
COO	\$9,374.40
Fringe benefits	\$937.44
Bulk Grocery purchase	\$10,000.00
Contractual- Food	\$64,986.00
Contractual- Outreach	\$12,000.00
Indirect Charges	\$9,729.78
Total Budget	\$107,027.62

2. ADMINISTRATIVE REQUIREMENTS.

A. **Financial Management.** The Program Provider shall be responsible for the administration of the program in accordance with the applicable financial management requirements. Owner may subcontract all or part of the administration duties.

3. **INCOME ELIGIBILITY DETERMINATION.** The Program Provider must determine annual income of the project beneficiaries using "Annual Income" as defined under 24 CFR 92.203. The Program Provider must examine at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family. When determining whether a family is income eligible, Owner must use one of the following two definitions of "annual income":

- A. Annual income as defined at 24 CFR 5.609; or
- B. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Although Program Provider may use either of the definitions of "annual income" permitted above to calculate adjusted income, it must apply exclusions from income established at 24 CFR 5.611. The CDBG CV rents for very low-income families established under § 92.252(b)(2) are based on adjusted income. In addition, the Program Provider may base the amount of tenant-based rental assistance on the adjusted income of the family. The Program Provider may use only one definition for each rental housing project. The Program Provider must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the Program Provider determines that the family is income eligible. Annual income shall include income from all persons in the household. Income or asset enhancement derived from the CDBG CV-assisted program shall not be considered in calculating annual income.

4. **AFFORDABILITY REQUIREMENTS.** This project must meet the affordability requirements for the specified time period outlined below or CDBG CV funds shall be repaid in full to the City of Aurora, per 24 CFR 92.252(e).
 - A. **CDBG CV Recipient Identification.** The CARES Act made \$5 billion available in Community Development Block Grant Coronavirus (CDBG-CV) funds. As a grantee of funds from the U.S. Department of Housing and Urban Development (HUD), the City of Aurora Community Development Division received a special allocation of \$3.4 million in CDBG-CV funds to prevent, prepare for, and respond to the coronavirus and meet our community's immediate needs. Federal law requires that these grant funds primarily benefit low-income persons (80% of area median income or below).

Effective July 1, 2020 Median Income 2020								
Number of Persons In Household	1	2	3	4	5	6	7	8
Median Average	\$70,000	\$80,000	\$90,000	\$100,000	\$108,000	\$116,000	\$124,000	\$132,000
80%	\$56,000	\$64,000	\$72,000	\$80,000	\$86,400	\$92,800	\$99,200	\$105,600
60%	\$42,000	\$48,000	\$54,000	\$60,000	\$64,800	\$69,600	\$74,400	\$79,200
50%	\$35,000	\$40,000	\$45,000	\$50,000	\$54,000	\$58,000	\$62,000	\$66,000
30%	\$21,000	\$24,000	\$27,000	\$30,000	\$32,400	\$34,800	\$37,200	\$39,600

*** Metropolitan Statistical Area (MSA) – Aurora Value Limits
Includes Arapahoe and Adams County
Effective April 1, 2020

Area Median Income levels are published annually by HUD for the Denver-Aurora-Broomfield MSA and are adjusted for family size.

**The example above is based upon 2019 AMI figures adjusted for a household size of 1 person.*

***The example above is based upon 2019 AMI figures adjusted for a household size of 2 persons.*

EXHIBIT A – Scope of Services / CDBG CV Program Activities

5. **TIME OF PERFORMANCE.** The program can commence upon the full and proper execution of this Agreement and the completion of the appropriate environmental review and shall be completed **on or before June 30, 2022**. However, the project time of performance may be extended by unilateral amendment, subject to mutual agreement of the City and Rocky Mountain Welcome Center. To initiate the extension process, the Program Provider shall submit a written request to the City **at least 60 days prior to April 1, 2022** and shall include a full justification for the extension.
6. **PROJECT BUDGET.** The budget for this program is attached to this Agreement as Exhibit B. All Aurora CDBG CV Funds under this Agreement shall be applied strictly to City-approved program items as described in Exhibit B, or otherwise added to the project through a contact addendum mutually executed by the City of Aurora and the Rocky Mountain Welcome Center.
7. **PAYMENT SCHEDULE.** CDBG CV program funds shall be made available to the Program Provider subject to the terms and conditions of this Agreement, and documentation evidencing the propriety of the proposed use of CDBG CV program funds with each draw-down request. CDBG CV program funds shall be disbursed to the Project Provider in the following manner described:

After the submission of documentation that the funds have been expended properly for eligible CDBG CV costs, including copies of receipts for expenditures and any inspections by the City's Building Department and Community Development Division, and upon the City's review and approval, the City shall issue a reimbursement check within its standard accounts payable procedures within 21 days from the receipt of the complete and accurate reimbursement request packet. Additionally, all required reporting must be up to date at the time of any given reimbursement request or the packet will not be considered complete and payment will be delayed.

9. **REPORTING SCHEDULE.** Owner/Developer shall provide the following reports to the City of Aurora Community Development Division.
 - A. **Performance Reports.** Until Final Payment, one copy of the Quarterly Narrative Performance Report shall be submitted within 30 calendar days after the end of the applicable calendar month. No requests for payments shall be processed if the Program Provider has not submitted this quarterly report.

EXHIBIT A – Scope of Services / CDBG CV Program Activities

11. **ADMINSTRATOR-IN-CHARGE.** Any change in assignment of the administrator-in-charge is subject to the limitations on Section 2 within the main body of this Agreement. The administrator-in-charge of this Project is:

Name: Diana Higuera
Title: Executive Director
Address: 1010 S Joliet Street
Aurora, CO. 80012

EXHIBIT B – CDBG CV Program Budget

Rocky Mountain Welcome Center Sources & Uses Budget

Program Activities	Total Costs (from DevCosts Tab)	State Funds Requested	Other Funds	Source	Status (Pending or Committed)	Activity Subtotals
COO	\$9,374.40			City of Aurora	Committed	\$9,374.40
Fringe benefits	\$937.44			City of Aurora	Committed	\$937.44
Bulk Grocery purchase	\$10,000.00			City of Aurora	Committed	\$10,000.00
Contractual- Food	\$64,986.00			City of Aurora	Committed	\$64,986.00
Contractual- Outreach	\$12,000.00			City of Aurora	Committed	\$12,000.00
Indirect Charges	\$9,729.78			City of Aurora	Committed	\$9,729.78
Total Project Costs	\$107,028		\$107,028.00	City of Aurora		\$107,028

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF
THE CITY OF AURORA, COLORADO FUNDING
ROCKY MOUNTAIN WELCOME CENTER WITH
COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 FUNDING
TO PROVIDE MEAL ACTIVITIES FOR THE YEAR 2021

WHEREAS, the Community Development Division utilizes an Affordable Gap Financing application to simplify and streamline the application process which aligns with CHFA tax credit application deadline and take place on a bi-annual basis, ahead of CHFA's application deadline when CHFA funding applies to the applicant; and

WHEREAS, Rocky Mountain Welcome Center delivers medically tailored home delivered meals for eligible food-insecure critically ill residents in the City; and

WHEREAS, Rocky Mountain Welcome Center's proposed activities qualify for CDBG CV funding and the Affordable Housing Gap Funding Review Committee evaluated Rocky Mountain Welcome Center's application for funding and desires to award Rocky Mountain Welcome Center with One Hundred Seven Thousand and Twenty-Eight Dollars (\$107,028.00) in CDBG CV funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the Affordable Gap Financing Review Committee's award of \$107,028.00 in a CDBG CV Grant for Rocky Mountain Welcome Center

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce RLA
TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora's City Council's Support for Funding Aurora Comprehensive Community Mental Health Center, Inc., DBA Aurora Mental Health Center Inc.'s Social Detox Program with Law En

Item Initiator: Lana Dalton, Manager of Homelessness Program

Staff Source/Legal Source: Lana Dalton, Manager of Homelessness Program; Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 1/28/2021

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY (*Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.*)

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs that the City of Aurora face a substantial surcharge revenue shortfall. With that shortfall, the City's Office of Budget and Financial Planning recognized this deficit early and began working diligently on a plan to handle the revenue shortfall in the Court Surcharge programs.

Both the Nexus and Victim Assistance programs will have spent the entire program fund balance by the end of 2020 at the current rates. We know that these programs are critical to the community and many of them are experiencing more strain due to the impact of COVID 19. With this in mind, the City would like to complete an RFP this year for Nexus or Victim Assistance programs, but instead implement the following:

- Agreements with Aurora Mental Health Center (AUMHC)/Street Outreach and Mile High Behavioral Health (MHBHC)/Comitis Crisis Center are to be extended and funded using marijuana homeless funding for 2021 and 2022 up to the 2020 amount. Starting in 2023, these funds will become part of the homelessness RFP process. Draft agreements will be sent reflecting this change.
- AUMHC/Detox, Gateway Domestic Violence and SungateKids will continue to be funded by surcharge revenue and be part of the new Public Safety Support Agency (PSSA) program. At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.
- This will provide enough funding for each agency to be awarded half of the 2020 full year amount for the first 6 months. Our hope is that after the first quarter of 2021, the City can move forward with funding for the second half of the year.
- There are many unknown factors causing us to move ahead cautiously. This program is currently funded solely by surcharge collections which are impacted by Public Safety sentiment and legislation, both of which pose a risk to the forecast at the moment.

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling \$599,906 were made in 2020:

AUMHC/Outreach - \$70,980 (move to marijuana funds)
MHBHC/Comitis - \$262,025 (move to marijuana funds)
AUMHC/Detox - \$106,186
Gateway Domestic Violence - \$109,095
SungateKids - \$51,620

ITEM SUMMARY (*Brief description of item, discussion, key points, recommendations, etc.*)

Please see above.

QUESTIONS FOR COUNCIL

Does the committee wish to approve and move this A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora's City Council's Support for Funding Aurora Comprehensive Community Mental Health Center, Inc., DBA Aurora Mental Health Center Inc.'s Social Detox Program with Law En

LEGAL COMMENTS

Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. The City has all powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters. (Charter art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (Charter art. 3-9). Contracts

of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council. (City Code sec. 2-672. (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR FUNDING
AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.
DBA AURORA MENTAL HEALTH CENTER INC.'S SOCIAL DETOX PROGRAM
WITH LAW ENFORCEMENT NEXUS PROGRAM FUNDS
FOR A SIX-MONTH CONTRACT PERIOD
BETWEEN JULY 1, 2021 TO DECEMBER 31, 2021

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding funding community service agencies with a nexus to law enforcement, the "Law Enforcement Nexus Program" ("NEXUS"); and

WHEREAS, under the Program grants awarded from the revenues of the surcharges assessed pursuant to City Code section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Aurora Mental Health Center Inc.'s Social Detox Program has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for NEXUS funds; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this six-month funding agreement with Aurora Mental Health Center Inc.'s Social Detox Program in the amount of \$53,093.00 due to the limited amount of NEXUS funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the six-month NEXUS funding for Aurora Mental Health Center Inc.'s Social Detox Program from the City's Emergency Services with Law Enforcement Nexus Funds in the amount of \$53,093.00.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce RLA
TIM JOYCE, Assistant City Attorney

2021 SIX MONTH FUNDING AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO, AND
AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.
DBA AURORA MENTAL HEALTH CENTER, INC.
SOCIAL DETOX OPERATIONS

This Agreement (the “Agreement”) is made and entered into as of this 1 day of July , 2021, by and between the City of Aurora, Colorado, (the “City”) located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, and Aurora Comprehensive Community Mental Health Center, Inc. dba Aurora Mental Health Center, Inc., a non-profit corporation of the State of Colorado (the “Service Provider”), located at 1290 Chambers Road, Aurora, Colorado 80011. Individually referred to as a “Party,” collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding the funding of community service agencies with a nexus to law enforcement (the “Law Enforcement Nexus Program” or “Program”); and

WHEREAS, under the Program, grants awarded from the revenues of the surcharge assessed pursuant to City Code Section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City’s law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Service Provider has demonstrated to the satisfaction of the City that it has on-going relationships that support the City’s law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for Law Enforcement Nexus Program funds (“City Funds”); and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into a funding agreement with Service Provider.

AGREEMENT

NOW THEREFORE, the City and the Service Provider hereby agree as follows:

1. Amount of City Funds. The City agrees to provide Service Provider, or successor in interest, with no more than \$53,093.00 in Law Enforcement NEXUS Program funds

(“City Funds”) for services contemplated by this Agreement.

2. Term of Agreement and Time Period for Use of City Funds. The term of this Agreement is for six months. The term will begin on July 1, 2021 and will end on December 31, 2021. The City Funds will be dispersed for services provided consistent with the provisions and intent of this Agreement in two equal payments of \$26,546.50 during the first weeks of August, and November 2021. Any City Funds not spent/disbursed by December 31, 2021 will remain in the possession of the City.

3. Use of City Funds. Service Provider agrees that these funds shall be used to fund and support its social detox operation as described in its Service Plan, which plan is attached hereto as Exhibit A and incorporated into this Agreement by reference, and consistent with the provisions and intent of this Agreement.

4. Interest Earned on City Funds. Service Provider agrees to use any interest earned on City Funds only to provide services consistent with the provisions and intent of this Agreement.

5. Administration and Implementation. Service Provider shall be responsible for the direct supervision, administration, and implementation of its social detox operations. The City shall not be liable or responsible for any cost overruns or have any duty or obligation to provide any additional funding to Service Provider if the social detox operation cannot be implemented with the amount of funds awarded by the City to Service Provider by this Agreement.

6. Site Visits. Upon 24 hours written notice to Service Provider, Service Provider agrees to allow the City to make site visits during the term of this Agreement.

7. Acknowledgement of City by the Service Provider. Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Service Provider related to Service Provider’s social detox operations and agrees to allow the City to do the same. Service Provider shall cooperate with the City in preparing public information pieces.

8. Report Requirements. Service Provider agrees to provide the City with a quarterly and an annual summary report that:

- (i) Document when Service Provider provided the Aurora Police Department with 24/7/365 access to social detox withdrawal management services;
- (ii) Document when Service Provider provided timely professional phone intervention for the Aurora Police Department 24/7/365;
- (iii) Document when Service Provider provided non-emergency transportation services from Aurora Service Providers, such as the Comitis Crisis Center to the East Metro Detox Recovery Services (EMDRS) center, in order to assist in freeing law

enforcement to handle other criminal and community issues;

(iv) Document when Service Provider offered case management services to the Aurora Police Department referred consumers in order to assist the consumer in connecting and enrolling in appropriate continuous treatment services;

(v) Document when Service Provider provided the Aurora Police Department with updated educational information in the form of flyers and Fact Sheets; and

(vi) Document when Service Provider participated in the Crisis Intervention Team (CIT) 40-hour annual training and all CIT certification trainings with the Aurora Police Department.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed City Funds have been used in accordance with the provisions and intent of this Agreement.

9. Record Keeping Requirements. Service Provider shall maintain a complete set of books and records documenting its use of the City Funds in its social detox operations. The City, or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination of Service Provider's activities. Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

10. Termination of this Agreement.

a. Termination Due to Loss of Funding. The Parties hereto expressly recognize that Service Provider is to be paid, reimbursed, or otherwise compensated with City Funds provided by the City for the purpose of contracting for the services provided for consistent with the provisions and intent of this Agreement, therefore, Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriations by the City Council of the City. Any failure of a City Council to annually appropriate adequate monies to finance the City's obligation under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Service Provider of any failure to appropriate such adequate monies. This Agreement does not guarantee to Service Provider any additional or future monies except as expressly authorized herein.

b. Termination for Cause. If, through any reason, Service Provider fails or

refuses to:

- (i) Provide any and all of the services described in its detox operations Service Plan in a timely and proper manner;
- (ii) Use the City Funds in accordance with the terms and conditions of this Agreement and its Service Plan;
- (iii) Submit the reports as required by this Agreement;
- (iv) Submit the books and records as required by this Agreement; or
- (v) Perform any other of the material covenants, agreements, or conditions made by Service Provider herein; or
- (vi) Provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the health, safety, or welfare of the community.

Then Service Provider shall be in default under this Agreement and the City shall have the right to terminate this Agreement for cause, an event of default.

c. Event of Default. Service Provider shall be given written notice by the City's Homelessness Program Director, or other City representative, specifying the nature of the default and requesting Service Provider to correct the violation within thirty (30) days from the date of such notice (the "Cure Period"). In the event of a default by Service Provider the City, in its sole discretion, may cease making any payments of City Funds pursuant to this Agreement until such time the default specified in the written notice is remedied to the City's satisfaction.

Notwithstanding the above, Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default or breach of the Agreement by Service Provider, and the City may withhold any payments to the recipient for the purpose of setoff until such time as the exact amount of damages due the City from Service Provider is determined.

d. Termination for Convenience.

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Service Provider shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability for termination of this Agreement shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Service Provider shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its subcontractors, if this Agreement is terminated for the City's convenience, provided however, in no event shall the City's total liability to Service Provider exceed the total amount of funds which have been appropriated for this Agreement.

e. Effect of Termination.

(i) Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Service Provider shall incur no further costs other than reasonable termination costs associated with current activities.

(ii) Ownership of Work Product. In the event of termination, all finished and unfinished program deliverables prepared by Service Provider pursuant to this Agreement shall become the sole property of the City, provided Service Provider is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Service Provider shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Artist has notified the City in writing of the incomplete status of such work product.

(iii) City's Right to Set-Off and other Remedies. Termination shall not relieve Service Provider from liability to the City for damages sustained as the result of Service Provider's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

(iv) If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

11. Remedies. Should Service Provider fail, for any reason, to cure an Event of Default within the Cure Period, the City shall have the right to terminate this Agreement forthwith and demand reimbursement from Service Provider of: (i) all City Funds advanced hereunder that were expended by Service Provider in violation of this Agreement, which amount shall be determined on a pro-rata basis as of the date upon which such Event of Default is deemed to have first occurred; and (ii) any City Funds remaining unexpended and in the possession of Service Provider as of the date of such termination. In addition, Service Provider shall be ineligible for any future City Funds unless and until such time as it is able to demonstrate to the satisfaction of the City that it has in place the personnel, facilities, and financial support necessary to provide the services as required by the City. The rights and remedies of the City as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

12. Care of Personal identifying information:

a. Definitions:

“Covered entity” means a person that receives, maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

“Personal identifying information” (“PII”) means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's

license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; or a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check, a “negotiable order of withdrawal”, and a “share draft”).)

b. Reasonable security practices. If Service Provider and any third-party used by Service Provider receives PII under this Agreement Service Provider and any third-party is required to implement and maintain reasonable security practices to protect PII from unauthorized access, use, modification, disclosure or destruction. Reasonable security practices shall include, but is not limited to, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a “Third-Party Service Provider” as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

c. Disposal of personal identifying information. Service Provider and any third-party used by Service Provider are required to destroy or arrange to be destroyed all paper or electronic documents containing PII when that document is no longer necessary for Service Provider to provide services consistent with this Agreement.

d. Disclosure of a security breach. Security Breach means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, of integrity of PII maintained by Service Provider and any third-party used by Service Provider. When Service Provider and any third-party becomes aware that a security breach may have occurred Service Provider and third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or may be misused. If the investigation determines there has been or likely was a security breach Service Provider shall also notify the Homelessness Program Director of the security breach.

e. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for any and all security breaches and the consequences of the security breach.

13. Changes to the Service Provider’s Detox Operations. Service Provider agrees and understands that its detox operations Service Plan, once it has been approved by the City, may not be changed without the City’s prior written approval. Any such changes shall be requested in writing and may not take effect until an amendment to this Agreement has been approved by the City.

14. Undocumented Workers.

a. Unlawful Employees, Contractors and Subcontractors. Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. Verification Regarding Undocumented or Insufficiently Documented Workers. By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. Limitations. Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. Duties of the Service Provider. If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

- (i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and
- (ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. Duty to Comply with State Investigation. Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. Damages. Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

15. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

16. Assignment. The qualifications of Service Provider are of particular importance to the City. It is because of those qualifications that the City has entered into this Agreement with Service Provider. Accordingly, Service Provider understands and agrees that this Agreement is not assignable by Service Provider or transferable by operation of law or otherwise without the prior written approval of the City.

17. Relationship of the Parties. Service Provider shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City.

18. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of Service Provider.

19. Severability. Should any one or more provisions of this Agreement be determined to be, illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

20. Amendments in Writing. Either Party is authorized to propose amendments to this Agreement. No amendment or modification shall be made to this Agreement unless it is in writing, agreed to by both Parties, and signed by both Parties

21. Indemnification. Service Provider agrees and understands that they are to maintain and keep in force the appropriate insurance policies for the services provided throughout the term of this Agreement. Service Provider shall be responsible for any injury to persons or damage to property arising from negligent or otherwise wrongful acts, errors and omissions of Service Provider, its agents and employees in providing any goods and services contemplated by this Agreement. Service Provider shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents and representatives from and against all claims, damages, liabilities, losses, and expenses, direct, indirect or consequential arising out of or resulting from the services contemplated in the Agreement.

22. Nondiscrimination. Service Provider shall not discriminate against any individual, employee, applicant for employment, or in its provision of services, on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability.

23. Notices. Notices, as referred to in this Agreement, shall be sent to:

City: City of Aurora, Colorado
Attn: Homelessness Program Director
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy to: Office of the City Attorney
15151 East Alameda Parkway
Aurora, Colorado 80012

Service Provider: Aurora Comprehensive Community
Aurora Mental Health Center, Inc.
1290 Chambers Road
Aurora, CO 80011
Attn: Kelly Phillips-Henry, CEO

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

25. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. This Agreement supersedes any former Agreement. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

26. Attorney Fees. If litigation is commenced by either Party concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.

29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement as of the day and year first written above.

CITY:
CITY OF AURORA, COLORADO

Roberto Venegas, Deputy City Manager

Jessica Prosser, Director of Housing and Community Development

Lana Dalton, Homelessness Program Manager

APPROVED AS TO FORM:



Tim Joyce, Assistant City Attorney

SERVICE PROVIDER:

AURORA MENTAL HEALTH CENTER,
INC.

By: Kelly Phillips-Henry, CEO



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Support for Funding Gateway Domestic Violence Services DBA Aurora/Arapahoe Battered Women's Shelter, Inc. with Law ENFORCEMENT NEXUS Program Funds for a

Item Initiator: Lana Dalton, Homelessness Programs Manager

Staff Source/Legal Source: Lana Dalton, Homelessness Programs Manager / Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 1/28/2021

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs. There was a substantial surcharge revenue shortfall the City of Aurora faced. With that shortfall, the City's Office of Budget and Financial Planning recognized this deficit early and began working diligently on a plan to handle the revenue shortfall in the Court Surcharge programs.

After further review from the City's Office of Budget and Financial Planning, we will be able to extend the AUMHC/Detox, Gateway Domestic Violence and SungateKids agreements for an additional 6 months through the surcharge revenue and they will be part of the new Public Safety Support Agency (PSSA) program. At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling \$599,906 were made in 2020:

AUMHC/Outreach - \$70,980 (move to marijuana funds)
MHBHC/Comitis - \$262,025 (move to marijuana funds)
AUMHC/Detox - \$106,186
Gateway Domestic Violence - \$109,095
SungateKids - \$51,620

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Please see above.

QUESTIONS FOR COUNCIL

Does the Committee wish to approve and move this Six Month Funding Agreement Between the City of Aurora, Colorado, and Aurora/Arapahoe Battered Women's Shelter, Inc. DBA Gaeway Battered Women's Services to study session?

LEGAL COMMENTS

Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. The City has all powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters. (Charter art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (Charter art. 3-9). Contracts of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council. (City Code § 2-672) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: These funds support programs that have a nexus with the criminal justice system, behavioral health system and homelessness systems. The hope to is utilize these programs in lieu of a criminal justice response.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR FUNDING
GATEWAY DOMESTIC VIOLENCE SERVICES
DBA AURORA/ARAPAHOE BATTERED WOMEN'S SHELTER, INC.
WITH LAW ENFORCEMENT NEXUS PROGRAM FUNDS
FOR A SIX-MONTH CONTRACT PERIOD
BETWEEN JULY 1, 2021 TO DECEMBER 31, 2021

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding funding community service agencies with a nexus to law enforcement, the "Law Enforcement Nexus Program" ("NEXUS"); and

WHEREAS, under the Program grants awarded from the revenues of the surcharges assessed pursuant to City Code section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Gateway Domestic Violence Services has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for NEXUS funds; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this six-month funding agreement with Gateway Domestic Violence Services in the amount of \$54,547.50 due to the limited amount of NEXUS funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the six-month NEXUS funding for Gateway Domestic Violence Service's, dba Aurora/Arapahoe Battered Women's Shelter, Inc., Motel/Hotel Voucher Program from the City's Emergency Services with Law Enforcement Nexus Funds in the amount of \$54,547.50.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

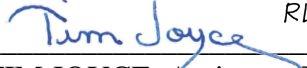
RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney

2021 SIX MONTH FUNDING AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO, AND
AURORA/ARAPAHOE BATTERED WOMEN'S SHELTER, INC.
DBA GATEWAY BATTERED WOMEN'S SERVICES

This Agreement (the "Agreement") is made and entered into as of this 1 day of July 2021, by and between the City of Aurora, Colorado, (the "City") located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, and Aurora/Arapahoe Battered Women's Shelter, Inc., dba Gateway Domestic Violence Services, a non-profit corporation of the State of Colorado (the "Service Provider"), located at 1001 S. Monaco Parkway, Suite 360, Denver, Colorado 80224. Individually referred to as a "Party," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding the funding of community service agencies with a nexus to law enforcement (the "Law Enforcement Nexus Program" or "Program"); and

WHEREAS, under the Program, grants awarded from the revenues of the surcharge assessed pursuant to City Code Section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Service Provider has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for Law Enforcement Nexus Program funds (hereinafter referred to as "City Funds"); and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement with Service Provider.

AGREEMENT

NOW THEREFORE, the City and Service Provider hereby agree as follows:

1. Amount of City Funds. The City agrees to provide Service Provider, or successor in interest, with no more than \$54,547.50 in Law Enforcement NEXUS Program funds ("City Funds") for services contemplated by this Agreement.

2. Term of Agreement and Time Period for Use of City Funds. The term of this Agreement is for six months. The term will begin on July 1, 2021 and will end on December 31, 2021. The City Funds will be dispersed for services provided consistent with the provisions and intent of this Agreement in four equal payments of \$27,273.75 during the first weeks of August, and November 2021. Any City Funds not spent/disbursed by December 31, 2021 will remain in the possession of the City.

3. Use of City Funds. Service Provider agrees that these funds shall be used to fund and support the services described in its Service Plan, which plan is attached hereto as Exhibit A and incorporated into this Agreement by reference, and consistent with the provisions and intent of this Agreement..

4. Interest Earned on City Funds. Service Provider agrees to use any interest earned on City Funds only to provide services consistent with the provisions and intent of this Agreement.

5. Administration and Implementation. Service Provider shall be responsible for the direct supervision, administration, and implementation of its Service Plan. The City shall not be liable or responsible for any cost overruns or have any duty or obligation to provide any additional funding to Service Provider if its Service Plan cannot be implemented with the amount of funds awarded by the City to Service Provider.

6. Site Visits. Upon 24 hours written notice to Service Provider, Service Provider agrees to allow the City to make site visits during the term of this Agreement.

7. Acknowledgement of City by the Service Provider. Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Service Provider related to Service Provider's Service Plan and agrees to allow the City to do the same. Service Provider shall cooperate with the City in preparing public information pieces.

8. Report Requirements. Service Provider agrees to provide the City with a quarterly and an annual summary report that shows how the goals of Service Provider were accomplished, which include:

- (i) Progress in providing advocacy services and emotional support to 1,600 domestic violence victims subpoenaed to the Aurora Municipal Court;
- (ii) Progress in providing translation services to 300 Spanish-speaking victims in the Court Advocacy Program;
- (iii) Progress in providing follow-up services to 75% of the victims;
- (iv) Progress in fielding 10,000 callers on the 24-hour Crisis Line requesting information, services, referrals, safety planning and other needs;
- (v) Progress in providing 8,000 nights of emergency shelter to City residents who are victims of domestic violence their children and their pets;
- (vi) Progress in providing 2,000 units of counseling free of charge to domestic violence victims and their children who reside in the City; and

- (vii) Progress in continuing to coordinate and participate in the Aurora Domestic Violence Task Force.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed City Funds have been used in accordance with the provisions and intent of this Agreement.

9. Record Keeping Requirements. Service Provider shall maintain a complete set of books and records documenting its use of the City Funds and its reporting requirements. The City, or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Service Provider's activities. Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

10. Termination of this Agreement.

a. Termination Due to Loss of Funding. The Parties hereto expressly recognize that Service Provider is to be paid, reimbursed, or otherwise compensated with City Funds provided by the City for the purpose of contracting for the services provided for consistent with the provisions and intent of this Agreement, therefore, Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriations by the City Council of the City. Any failure of a City Council to annually appropriate adequate monies to finance the City's obligation under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Service Provider of any failure to appropriate such adequate monies. This Agreement does not guarantee to Service Provider any additional or future monies except as expressly authorized herein.

b. Termination for Cause. If, through any reason, Service Provider fails or refuses to:

- (i) Provide any and all of the services described in its Service Plan in a timely and proper manner;
- (ii) Use the City Funds in accordance with the terms and conditions of this Agreement and its Service Plan;
- (iii) Submit the reports as required by this Agreement;
- (iv) Submit the books and records as required by this Agreement; or
- (v) Perform any other of the material covenants, agreements, or conditions made by Service Provider herein; or
- (vi) Provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the

health, safety, or welfare of the community.

Then Service Provider shall be in default under this Agreement and the City shall have the right to terminate this Agreement for cause, an event of default.

c. Event of Default. Service Provider shall be given written notice by the City's Homelessness Program Director, specifying the nature of the default and requesting Service Provider to correct the violation within thirty (30) days from the date of such notice (the "Cure Period"). In the event of a default by Service Provider the City, in its sole discretion, may cease making any payments of City Funds pursuant to this Agreement until such time the default specified in the written notice is remedied to the City's satisfaction.

Notwithstanding the above, Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default or breach of the Agreement by Service Provider, and the City may withhold any payments to the recipient for the purpose of setoff until such time as the exact amount of damages due the City from Service Provider is determined.

d. Termination for Convenience.

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Service Provider shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability for termination of this Agreement shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Service Provider shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its subcontractors, if this Agreement is terminated for the City's convenience, provided however, in no event shall the City's total liability to Service Provider exceed the total amount of funds which have been appropriated for this Agreement.

e. Effect of Termination.

(i) Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Service Provider shall incur no further costs other than reasonable termination costs associated with current activities.

(ii) Ownership of Work Product. In the event of termination, all finished and unfinished program deliverables prepared by Service Provider pursuant to this Agreement shall become the sole property of the City, provided Service Provider is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Service Provider shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Service Provider has notified the City in writing of the incomplete status of such work product.

(iii) City's Right to Set-Off and other Remedies. Termination shall not relieve Service Provider from liability to the City for damages sustained as the result of Service Provider's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

(iv) If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

11. Remedies. Should Service Provider fail, for any reason, to cure an Event of Default within the Cure Period, the City shall have the right to terminate this Agreement forthwith and demand reimbursement from Service Provider of: (i) all City Funds advanced under this Agreement that were expended by Service Provider in violation of this Agreement, which amount shall be determined on a pro-rata basis as of the date upon which such Event of Default is deemed to have first occurred; and (ii) any City Funds remaining unexpended and in the possession of Service Provider as of the date of such termination. In addition, Service Provider shall be ineligible for any future City Funds unless and until such time as it is able to demonstrate to the satisfaction of the City that it has in place the personnel, facilities, and financial support necessary to provide the services as required by the City. The rights and remedies of the City as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

12. Care of Personal identifying information:

a. Definitions:

"Covered entity" means a person that receives, maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

"Personal identifying information" ("PII") means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; or a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

b. Reasonable security practices. If Service Provider and any third-party used by Service Provider receives PII under this Agreement Service Provider and any third-party is required to implement and maintain reasonable security practices to protect PII from unauthorized access, use, modification, disclosure or destruction. Reasonable security practices shall include, but is not limited to, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a “Third-Party Service Provider” as defined in § 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

c. Disposal of personal identifying information. Service Provider and any third-party used by Service Provider are required to destroy or arrange to be destroyed all paper or electronic documents containing PII when that document is no longer necessary for Service Provider to provide services consistent with this Agreement.

d. Disclosure of a security breach. Security Breach means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, of integrity of PII maintained by Service Provider and any third-party used by Service Provider. When Service Provider and any third-party becomes aware that a security breach may have occurred Service Provider and third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or may be misused. If the investigation determines there has been or likely was a security breach Service Provider shall also notify the Homelessness Program Director of the security breach.

e. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for any and all security breaches and the consequences of the security breach.

13. Changes to the Service Provider’s Service Plan. Service Provider agrees and understands that its Service Plan, once it has been approved by the City, may not be changed without the City’s prior written approval. Any such changes shall be requested in writing and may not take effect until an amendment to this Agreement has been approved by the City.

14. Undocumented Workers.

a. Unlawful Employees, Contractors and Subcontractors. Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. Verification Regarding Undocumented or Insufficiently Documented Workers. By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. Limitations. Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. Duties of the Service Provider. If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

- (i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and
- (ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. Duty to Comply with State Investigation. Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. Damages. Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

15. No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

16. Assignment. The qualifications of Service Provider are of particular importance to the City. It is because of those qualifications that the City has entered into this Agreement with Service Provider. Accordingly, Service Provider understands and agrees that this Agreement is not assignable by Service Provider or transferable by operation of law or otherwise without the prior written approval of the City.

17. Relationship of the Parties. Service Provider shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the City.

18. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of Service Provider.

19. Severability. Should any one or more provisions of this Agreement be determined to be, illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

20. Amendments in Writing. Either Party is authorized to propose amendments to this Agreement. No amendment or modification shall be made to this Agreement unless it is in writing, agreed to by both Parties, and signed by both Parties

21. Indemnification. Service Provider agrees and understands that they are to maintain and keep in force the appropriate insurance policies for the services provided throughout the term of this Agreement. Service Provider shall be responsible for any injury to persons or damage to property arising from negligent or otherwise wrongful acts, errors and omissions of Service Provider, its agents and employees in providing any goods and services contemplated by this Agreement. Service Provider shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents and representatives from and against all claims, damages, liabilities, losses, and expenses, direct, indirect or consequential arising out of or resulting from the services contemplated in the Agreement.

22. Nondiscrimination. Service Provider shall not discriminate against any individual, employee, applicant for employment, or in its provision of services, on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability.

23. Notices. Notices, as referred to in this Agreement, shall be sent to:

City: City of Aurora, Colorado
Attn: Homelessness Program Director
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy to: Office of the City Attorney
15151 East Alameda Parkway
Aurora, Colorado 80012

Service Provider: Aurora/Arapahoe Battered Women's Shelter, Inc.
P.O. Box 914
Aurora, Colorado 80040
Attn: Linda James

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

25. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. This Agreement supersedes any former Agreement. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

26. Attorney Fees. If litigation is commenced by either Party concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

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29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement as of the day and year first written above.

CITY:
CITY OF AURORA, COLORADO

Roberto Venegas, Deputy City Manager

Jessica Prosser, Director of Housing and Community Development

Lana Dalton, Homelessness Program Manager

APPROVED AS TO FORM:



Tim Joyce, Assistant City Attorney

SERVICE PROVIDER:

AURORA/ARAPAHOE BATTERED
WOMEN'S SHELTER, INC.

By: Linda James

Title: _____

HOUSING, NEIGHBORHOOD SERVICES & REDEVELOPMENT POLICY COMMITTEE

January 28, 2021

Members Present: *Council Member, Chair Nicole Johnston*
Council Member, Vice-Chair Alison Coombs
Council Member, Marsha Berzins

Others Present: Bobbi Abbotts, George Adams, Andrea Amonick, Brian Arnold, Daniel Brotzman, Kerstin Claspell, Lana Dalton, Liz Fuselier, Todd Hager, Lindsay Hammond, Karen Hancock, Jeff Hancock, Allison Hiltz, Chance Horiuchi, Tim Joyce, Daniel Krzyzanoski, Heather Lamboy, Brittany McGaughy, Rodney Milton, Crystal Murillo, Mindy Parnes, Jessica Prosser, Melissa Rogers, Melinda Taylor, Reenie Terjack, Lizzy Ullman, Lizzy Ullman, Roberto Venegas, Sandra Youngman, Cecilia Zapata

WELCOME AND INTRODUCTIONS

Council Member Johnston welcomed everyone to the meeting and acknowledged Council Member Crystal Murillo for her accomplishments in chairing the Committee previously. Director Prosser introduced new staff: Rodney Milton, the new Manager of Community Development; Lana Dalton, the new Homelessness Program Manager; and Liz Fuselier, who has recently moved into the role of Community Development Planner.

MINUTES

Acknowledging the recent rotation in Committee Members, Council Member Murillo approved the minutes with Council Member Coombs.

ANNOUNCEMENTS

No announcements.

NEW ITEMS**Intergovernmental Agreement with Colorado Legal Services****Summary of Issue and Discussion**

On December 12, 2018, the Colorado Legal Services (CLS) Eviction Pilot Project started providing a clinic to reduce preventable evictions, mitigate eviction-related consequences, and connect tenants with community resources. During the timeframe of December 12, 2018 – February 28, 2020, CLS:

- Improved processes and trained staff
- Hired a grant attorney and paralegal
- Attended court 3-4 times per week to provide clients information about the clinic (in person and virtually)
- Partnered with Maiker Housing Partners to provide expedited rental assistance to low-income tenants
- Provided various levels of representation to a total of 363 households (955 people in those households and 450 children were represented)
 - In Aurora, there were 68 households and 160 people assisted.
- Out of the total number of households assisted, CLS has an:
 - 85% success rate on households that have retained their housing, retained more time to move or retained a housing voucher
 - 85% of households do not have an eviction judgement.

At the January 28, 2021 meeting, CLS representatives Lizzy Ullman and Reenie Terjack presented on the data as it pertains to the City of Aurora.

Questions/Comments

CM Coombs thanked the presenters and stated she was supportive of not only funding the program at current levels but possibly more due to the importance of preventing evictions and keeping evictions from appearing on renters' records. She asked whether expansion would be furthered by including Arapahoe County and appealing to its commissioners. Ms. Terjack remarked upon the unmet need in Arapahoe County and her openness to facilitate collaboration between the City of Aurora and Arapahoe County with regards to program expansion. Director Prosser added that Arapahoe County has been convening cross-jurisdiction groups that address homelessness with some overlap; but at this time there is nothing formal with regards to the CLS program. CM Berzins expressed her support for programs that keep people in their homes and its ease relative to finding homes for people who have already been evicted. CM Johnston asked Ms. Terjack to comment on the program as it relates specifically to unique challenges faced by individuals living in mobile home communities. Reenie responded that there are additional protections for those in mobile home communities and that there are no distinctions in CLS's treatment of mobile home clients, and their assistance is available to all. Ms. Ullman added that mobile homeowners are sometimes prioritized not only because they risk losing the lot they rent for their home, but the home itself (sometimes resulting in tandem eviction and foreclosure action).

The Committee was asked if they wish to approve and move to study session the intergovernmental agreement between Adams County, Colorado Legal Services, the City Of Aurora, Thornton, Federal Heights, Brighton, Commerce City, Westminster, Northglenn, and the City and County Of Broomfield regarding contributions toward a landlord/tenant legal services program?

Outcome

This item was unanimously approved to forward to study session.

2021 FUNDING OF THE AURORA COMPREHENSIVE COMMUNITY MENTAL HEALTH CENTER, INC.'S HOMELESSNESS PREVENTION AND ASSISTANCE PROGRAMS

Summary of Issue and Discussion

On November 11, 2020, notification was given to the Nexus and Victim Assistance programs of the substantial surcharge revenue shortfall the City of Aurora faced. With that shortfall, the City's Office of Budget and Financial Planning recognized this deficit early and began working diligently on a plan to handle the revenue shortfall in the Court Surcharge programs.

Both the Nexus and Victim Assistance programs will have spent the entire program fund balance by the end of 2020 at the current rates. These programs are critical to the community and many of them are experiencing more strain due to the impact of COVID-19. With this mind, the City will request that these agencies apply for funding through the homeless services process in later years, and implement the following:

- Agreements with Aurora Mental Health Center (AUMHC)/Street Outreach and Mile High Behavioral Health (MHBHC)/Comitis Crisis Center are to be extended and funded using marijuana homeless funding for 2021 and 2022 up to the 2020 amount. Starting in 2023, these funds will become part of the homelessness RFP process. Draft agreements will be sent reflecting this change.
- AUMHC/Detox, Gateway Domestic Violence and SungateKids will continue to be funded by surcharge revenue and be part of the new Public Safety Support Agency (PSSA) program. At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.
- This will provide enough funding for each agency to be awarded half of the 2020 full year amount for the first 6 months. Our hope is that after the first quarter of 2021, the City can move forward with funding for the second half of the year.
- There are many unknown factors causing us to move ahead cautiously. This program is currently funded solely by surcharge collections which are impacted by Public Safety sentiment and legislation, both of which pose a risk to the forecast at the moment.

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling \$599,906 were made in 2020:

- AUMHC/Outreach - \$70,980 (move to marijuana funds)
- MHBHC/Comitis - \$262,025 (move to marijuana funds)
- AUMHC/Detox - \$106,186
- Gateway Domestic Violence - \$109,095
- SungateKids - \$51,620

At the January 28, 2021 meeting, Director Prosser provided background on this item and the related resolution to fund the Comitis Crisis Center.

Questions/Comments

CM Berzins asked whether this money is included in the 1.5 million designated annually, or whether this is a new allocation of marijuana revenue. Staff clarified it was a new allocation that would have gone through the RFP process, but these decisions arose after that process was completed for the year. In the future, these agencies have been notified that they will be expected to apply for the funds via the RFP process. CM Berzins appreciated the clarification, noting that many budgetary deficiencies for such programs resulted from the government’s reduction and waiver of other costs to the public such as fines. CM Coombs reiterated her support for the initiative, having been involved in previous discussions about moving marijuana funding.

The Committee was asked if they wished to approve and move to study session the six-month funding agreement between the City of Aurora, Colorado, and Aurora Comprehensive Community Mental Health Center, Inc. DBA Aurora Mental Health Center (AUMHC)?

Outcome

This item was unanimously approved to forward to study session.

2021 FUNDING OF THE COMITIS CRISIS CENTER, INC. USING MARIJUANA SALES TAX FUNDS

Summary of Issue and Discussion

This item was discussed along with the funding of the Aurora Comprehensive Community Mental Health Center, Inc.’s Homelessness Prevention and Assistance Programs.

Questions/Comments

The Committee was asked if they wish to approve and move to study session a resolution of the City Council of the City of Aurora, Colorado, to Fund the Comitis Crisis Center, Inc. for the year 2021 using marijuana sales tax funds?

Outcome

This item was unanimously approved to forward to study session.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AWARD CITY FUNDING FROM THE CITY’S HOMELESS PROGRAM TO THE AURORA FLEXIBLE HOUSING FUND PROGRAM FOR 2021 AT THE CURRENT FUNDING LEVELS

Summary of Issue and Discussion

The City of Aurora Homelessness Program was initiated in 2017, with the overarching goal of making homelessness brief, rare and non-reoccurring, with the ultimate goal of ending it altogether. City Council initially set aside \$4.5 million over three years to address homelessness. With these initial funds the city:

- Renovated the old police gym on the Fitzsimons Campus to be used as an interim site for the Aurora Day Resource Center
- Funded the operations of the Aurora Day Resource Center through Mile High Behavioral Healthcare (MHBHC)
- Funded a mental health worker from Aurora Mental Health Center
- Funded Aurora@Home's Landlord Recruiter to bring the position to full-time
- Purchased 2 vans for outreach services; one for Aurora Mental Health Center's Outreach Program, and one for the MHBHC/Comitis new outreach team
- Funded the operations of MHBHC's outreach team
- Funded the Colfax Community Network

In the summer of 2017, City Council approved an additional 2% special sales tax on recreational marijuana sales. This special tax was approved to fund the Homelessness Program ongoing. The 2% tax has been generating about \$2 million/year. Funding from the City of Aurora is an investment in evidence-based best practices that are proven to lead to ending homelessness.

In order to make progress toward this goal there needs to be a continuum-of-care to provide services that meet the varying needs of our individuals and families. Some households experience a financial crisis, and do not qualify for other funding streams based on rigid federal eligibility criteria; therefore, without this flexible fund, they may become homeless or stay homeless.

Questions/Comments

There were no comments or questions about this item.

The Committee was asked if they wish to approve and move to study session the resolution of the City Council of the City of Aurora, Colorado, to award city funding from the city's homeless program to the Aurora Flexible Housing Fund Program for 2021 at the current funding levels?

Outcome

This item was unanimously approved to forward to study session.

MISCELLANEOUS MATTERS FOR CONSIDERATION

Metro Center

CM Berzins, new to the Committee, remarked on the desire to further discuss the progress of the Metro Center which was presented upon at the December 8, 2020 meeting and duly reflected in the minutes. She believes the ownership of the property has changed hands many times due to owners' frustrations with perceived stilted progress and lack of incentives. CM Coombs emphasized the need to balance avoiding "micro-managing" development with staying true to the City's vision for the Metro Center. All agreed discussions fall into the purview of this and Planning and Economic Development Committee(s) and will revisit the topic in meetings to come.

Housing Strategy Update

Mr. Milton thanked his team for their work and stated they are in the implementation phase. He emphasized the importance of communication, clarity, and prioritization of the 12 strategies and 6 policies envisioned by the Strategy. Mr. Milton broke the Strategy down into people-related, place-related, production, and preservation. Ms. Fuselier thanked the Committee for its support and concluded that it is an exciting time for the City in light of the progress made in its Housing Strategy.

Updates from Community Members

CM Johnston introduced the new standing agenda item that will provide community members an opportunity to interact with the Committee. The importance of feedback from community members is especially important given

the growing frequency with which matters like homelessness have been in the news. Director Prosser suggested community members contact the policy committee’s meeting administrative liaisons prior to the meeting at which they would like to comment to ensure they can be heard. Community members may contact administrative liaisons Lindsay Hammond at lhammond@auroragov.org or 303-739-7287 and Cecilia Zapata at czapata@auroragov.org or 303-739-7293.

Future Committee Topics

CM Johnston invited remarks from fellow Council Members about topics they would like to discuss in future months. CM Coombs would like to address expanding eviction protections; collective impact with respect to housing and homelessness; and revisit an ongoing discussion on waste and recycling. CM Berzins congratulated the Second Chance Center for its new location in Ward II and its good use in what would have been an otherwise empty building. Director Prosser addressed moving forward on CM Murillo’s initiative of “Housing is a Human Right” and the need for further discussion on the allocation of rental assistance.

CM Hiltz stated the Mental Health Co-Responder Program Updates and the Youth Violence Prevention Program Updates are two items that will be new to the committee. These will be added to the agenda as standing items.

CM Johnston stated that Committee meetings in 2021 will be on the first Thursday of each month (excluding February) at 8:30 a.m.

Next meeting: Thursday, March 4, 2021 at 8:30 a.m.

Meeting adjourned: 9:33 a.m.

APPROVED: _____

Committee Chair, Nicole Johnston