NOTE: The City Council has a responsibility to advise its citizens of its meetings and the topics it proposes to discuss. The following agenda shows the proposed format for tonight's set of meetings. Council will consider the business listed on the agendas below at the times indicated. In the event that a City Council meeting is cancelled, items from this agenda may be postponed to the next City Council meeting or a future City Council meeting. You may contact the City Clerk’s Office for further details or visit our web site at www.auroragov.org.

AGENDA
City of Aurora, Colorado
MONDAY, AUGUST 20, 2018

REGULAR MEETING OF THE AURORA CITY COUNCIL
(Open to the Public)
5th Floor Mt. Elbert Room
4:00 p.m.

CALL TO ORDER: Mayor, Bob LeGare

ROLL CALL: Michael Lawson, Interim City Clerk

ANNOUNCEMENT OF PROPOSED EXECUTIVE SESSION TOPICS: Michael Lawson, Interim City Clerk for Mayor, Bob LeGare

(Matters subject to consideration in Executive Session per Section 24-6-402(4) C.R.S.)

CONSIDERATION TO RECESS FOR EXECUTIVE SESSION:

EXECUTIVE SESSION
(Closed to the Public)
5th Floor Mt. Elbert Room
4:00 p.m. - 5:30 p.m.

SPECIAL STUDY SESSION OF THE AURORA CITY COUNCIL
(Open to the Public)
5:30 p.m.

Full agendas available in the City Clerk’s Office or at www.auroragov.org.

CITY OF AURORA ACCESSIBILITY STATEMENT: The Aurora Municipal Center is wheelchair accessible with entry ramps and handicapped parking located on the west and east side of the building and on all levels of the parking garage. Ramp access from the parking garage is located on the Ground Floor and the 4th level of the garage. Disabled individuals requiring other assistance must make their request known by NOON, the FRIDAY PRECEDING the Monday meetings by contacting the City Clerk’s Office at 303-739-7094.
AGENDA
City Council Executive Session
(5th Floor Mt. Elbert Room - Closed to the Public)
Monday, August 20, 2018
4:00 p.m.


Note: Matters subject to consideration in Executive Session may include the following:

a. Property Transactions, to wit: The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except for the purpose of concealing the fact that a member of the [City Council] has a personal interest in such purchase, acquisition, lease, transfer, or sale. C.R.S. §24-6-402(4)(a).

b. Legal Advice, to wit: Conferences with an attorney for the [City Council] for the purposes of receiving legal advice on specific legal questions. C.R.S. §24-6-402(4)(b).

c. Confidential Matters, to wit: Matters required to be kept confidential by a federal or state law, rule, or regulation. The specific statute or rule or regulation that is the basis for such confidentiality must be cited prior to the executive session. C.R.S. §24-6-402(4)(c).

d. Security Issues, to wit: Specialized details of security arrangements or investigations. C.R.S. §24-6-402(d).

e. Negotiations, to wit: Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. C.R.S. §24-6-402(e).

f. Personnel Matters (except if the employee who is the subject of the session has requested an open meeting, or, if the personnel matter involves more than one employee, all of the employees have requested an open meeting). C.R.S. §24-6-402(4)(f).

g. Confidential Documents, to wit: Consideration of any documents protected by the mandatory nondisclosure provisions of the Open Records Act. C.R.S. §24-6-402(4)(g).

*******************************************************************************

As the Mayor (or Mayor Pro Tem) of the City of Aurora, Colorado, and the Chair of this Regular Meeting of the Aurora City Council, I hereby certify that the discussion which took place in this executive session was limited to the topic or topics that are set forth hereinabove.

_____________________________         ________________________
Bob LeGare, Mayor               Date

As the City Attorney (or Deputy City Attorney) of the City of Aurora I was in attendance at this executive session, and it is my opinion that those portions of the discussion which were not recorded, if any, constitute privileged attorney-client communications under applicable law.

_____________________________   ______________________
City Attorney                   Date

8/13/2018
AGENDA
City Council Special Study Session
(1st Floor Aurora Room)
Monday, August 20, 2018
5:30 p.m.

1. Statewide Ballot Initiative Update – R. Venegas (35)

2. Urban Drainage and Flood Control District Mill Levy Reinstatement to Address $24M Funding Gap – S. Young (15)


5. Water Resources Partnerships – Water Policy Committee – A. Davis (15)


7. Review of the procurement process for the 2019 federal lobbying contract – R. Venegas (10)

8. Miscellaneous

9. Adjourn
Council Agenda Commentary

**Item Title:** Update on 2018 Statewide Ballot Initiatives

**Item Initiator:** Venegas, Roberto - Assistant City Mgr - General Management

**Staff Source:** Venegas, Roberto - Assistant City Mgr - General Management

**City Manager/Deputy City Manager Signature:** Jason Batchelor

**Outside Speaker:** Sam Mamet, Colorado Municipal League, 303-831-6411

**Council Goal:** 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

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

- [ ] Approve Item as proposed at Study Session
- [x] Approve Item with Waiver of Reconsideration
- [ ] Approve Item and Move Forward to Regular Meeting
- [ ] Approve Item as proposed at 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.)**

Initiative measures allow for the amendment, creation or repeal of a state statute or a constitutional amendment. Initiatives may be brought forth by the citizens via petition or by the General Assembly. Citizen generated initiatives must gather a required number of signatures to be allowed on the general election ballot. For initiatives that would affect a statute that number is 98,492, which can be collected from anywhere within the state. Constitutional amendments require that at least 2% of total registered voters in each of the state’s 35 state senate districts sign a petition in support of the initiative.

After the appropriate number of signatures are gathered for an initiative, it is then the responsibility of the Secretary of State to verify the signatures and add the approved initiatives to the ballot. There are currently 6 initiatives going through the signature review process and 1 initiative currently approved for the November general election. Of the initiatives going through the signature review process, 4 would have potential direct impacts on the City. Initiatives #97 Setback Requirement for Oil and Gas Development, #108 Just Compensation for Reduction in Fair Market Value by Government Law or Regulation, #153 Transportation Funding, #167 Authorize Bonds for Transportation Projects.

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

Please see attached memo for ballot initiative details.

Also attached is a spreadsheet detailing the potential revenue by municipality if initiative #153 (sales tax increase for transportation) is passed.
QUESTIONS FOR COUNCIL
Does the Council have any additional questions regarding the ballot initiatives?

Does the Council wish to draft a resolution in support or opposition to any of the ballot initiatives?

LEGAL COMMENTS
The process for statewide ballot initiatives are governed by Article 40 of Title 1 of the Colorado Revised Statutes.
Dan Brotzman

PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)
☐ Yes  ☒ No

No

PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)
☒ Not Applicable  ☐ Significant  ☐ Nominal

N/A

EXHIBITS ATTACHED:

State Ballot Initiative Update 8-20-2018.docx
Transportation Ballot - City Share.xlsx
FSIR Draft Minutes 7-27-18.docx
MEMORANDUM

TO:       MAYOR & CITY COUNCIL
FROM:    ROBERTO VENEGAS, ASSISTANT CITY MANAGER
SUBJECT: 2018 STATE BALLOT INITIATIVE UPDATE
DATE: 8/20/2018

UPDATES

#97 Setback Requirement for Oil and Gas Development:

This initiative would be a statutory change and would require new oil and natural gas development to be located at least 2,500 feet from either an occupied structure or vulnerable area. An occupied structure is defined as any building intended for human occupancy. Examples include homes, hospitals, and schools. Vulnerable areas are defined as public parks, open spaces, public and community drinking water sources, reservoirs and any other locations that may be designated by either state or local government. The setback requirement would also include any oil or gas well that had previously been plugged or abandoned and is now back in operation. State and local governments would be able to increase the standard setback distance. The initiative does not note a maximum setback distance.

Potential Impact:

This initiative would have both jurisdictional and revenue impacts to local governments. In terms of jurisdictional impacts, if two or more local governments have jurisdiction over the same geographic area but establish varying setback distances for oil and gas development activities in that area, the local government with the greatest setback distance would govern the geographic area. The initiative is expected to decrease the amount of severance tax, royalty payments and lease revenue collected by local governments. The restrictive nature of the initiative could potentially reduce future oil and gas development which would negatively impact oil and gas employment and associated services. By increasing the setback distance, property values for homeowners who would have been effected by oil and gas operations could potentially be preserved.

#108 Just Compensation for Reduction in Fair Market Value by Government Law or Regulation:

This initiative would be an amendment to the State Constitution, specifically Section 15 of Article II which details the taking of property for public use. The amendment would require that either state or local government award private property owner’s just compensation when a government law or regulation reduces the property’s fair market value.

Potential Impact:

Due to the simplistic wording of the amendment, it is not exactly clear in which ways local governments would be impacted by the amendment. Local government policy decisions in regards to zoning, land use, urban renewal, redevelopment, and environmental protections could be affected by the amendment. A property owner who is impacted by these policies could allege that the action or regulation taken by the government has reduced their property’s fair market value. Workload and expenditures could increase significantly for each law, regulation or regulatory condition that courts rule has reduced the fair market value of private property.
**#153 Transportation Funding:**

This initiative would be a statutory change and would increase the state sales tax rate by 0.62%. This increase would be utilized as a dedicated funding stream for state, municipal, county and multimodal transportation infrastructure. This statutory change would sunset after 20 years. 45% of the revenue generated from the sales tax increase will be distributed to the State Highway Fund. 40% would be allocated for a Local Transportation Priorities Fund. Within the fund collected revenue would be divided equally between cities and counties for use. City by city distributions would be based on the current Highway User Tax Fund distribution formula (see attached spreadsheet). Local governments would have complete flexibility to spend allocated funds on any transportation related purpose. The final 15% of the revenue generated would be allocated for a Multimodal Transportation Options Fund.

**Potential Impact:**

Based on calculations provided by the “Let’s Go Colorado” campaign, Aurora is expected to receive $12,263,083 during the first year of the implementation of the sales tax increase with a 20 year projected total of $346,796,089. As funds from the Local Transportation Priorities Fund are not tied to specific transportation projects, local governments would have the opportunity and ability to fund a diverse range of transportation-related projects. Local governments would also have access to the Multimodal Transportation Options Fund. To receive money from this fund local governments would have to provide a 50% match of money received from the fund. The Transportation Commission would have the authority to prioritize the funding for multimodal transportation projects.

**#167 Authorize Bonds for Transportation Projects:**

This initiative would be a statutory change and would require that the state raise $3.5 billion in bonds to address a specified list of 60 state transportation projects across 15 specific transportation planning regions. This initiative is similar to the 1999 voter-approved initiative which required that the state raise $1.7 billion in bonds to address a specified list of 28 statewide projects. One of these projects included I-25 T-REX.

**Potential Impact:**

Local governments would not receive a direct impact from the Bond program as all funding is specifically outlined for state projects. Impacts could be felt indirectly as these projects could affect the infrastructure within and surrounding a municipality. Due the state level focus of this initiative it does not address local government transportation funding concerns.
# 93 Funding for Public Schools:

This initiative would be an amendment to the state constitution and statute impacting the funding of public education. The creation of a Quality Public Education Fund within the State Constitution would direct funds to support and enhance the quality of preschool through twelfth-grade public education starting in FY 2019-20. Education spending requirements would be placed in statute also starting in FY2019-20 and would stay in place until a new public school finance law is enacted by the General Assembly.

Potential Impact:

Increases to public education spending would primarily affect school districts. There are potential economic impacts that local governments could see as an increase in education funding has the possibility to increase employment opportunities, increase salaries and create better economic opportunities for students.

#126 Payday Loans:

This initiative would be a statutory change and would limit the finance charge on Payday Loans to a maximum annual percentage rate of 36%. The initiative would also broaden the language that constitutes unfair or deceptive trade practices for payday lending activities.

Potential Impact:

This initiative does not directly impact local governments. Its main impact will be for the Department of Law which licenses payday lenders.
<table>
<thead>
<tr>
<th>City</th>
<th>City share of first year new sales tax revenue</th>
</tr>
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<tbody>
<tr>
<td>0.5% Sales Tax Increase</td>
<td>0.62% Sales Tax Increase</td>
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<td>1.0% Sales Tax Increase</td>
<td>0.5% Sales Tax + General Fund</td>
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**Updated: 03/20/18**

Current HUTF Distributions for Fiscal Year 2017 (including FASTER revenue)

City share of first year new sales tax revenue

- 0.5% Sales Tax Increase
- 0.62% Sales Tax Increase
- 1.0% Sales Tax Increase
- 0.5% Sales Tax + General Fund
- 0.35% Sales Tax Distribution
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Federal, State and Intergovernmental Relations (FSIR) Meeting
July 27, 2018

Members Present: Council Member Angela Lawson, Chair; Council Member Nicole Johnston, Vice-Chair, Council Member Crystal Murillo, Member


1. APPROVAL OF MINUTES FROM MAY 11, 2018 MEETING
Minutes from June 15, 2018 meeting were approved as written.

2. State Legislative Update
Summary of Issue and Discussion: Matt La Crue from Dentons gave an update on current State legislative issues. He said that out of the 35 seats in the Senate there are 17 up for reelection in November. In the House all 65 seats are up for reelection. Aurora’s delegation does not have any contested seats, so they will all be returning. Council Member Angela Lawson asked for more information regarding interim committees. Amy Stephens said that she has provided the final language for all the ballot initiatives that are circulating for signatures. After August 6 when the final decision is made on what will be on the ballot they can move forward with discussions. Council Member Johnston asked about Amendment 71. A. Stephens said that the amount of signatures is still the same and it is up to the Secretary of State to figure out the validity of the signatures. CM Johnston wanted clarification on status of the legal challenge to the “Raising the Bar” case. Mike Hyman, City Attorney, said that it was still winding its way through the courts. M. La Crue said that everything is in discussion right now with regard to interim committees. They will know more on the directions the initiatives will go in September. In addition, the list of potential bills emerging from interim committees will be discussed in late September or October.

Outcome: Information only.

Follow-up Action: None.

3. Transportation Ballot Initiative Update
Summary of Issue and Discussion: Carla Perez gave a presentation on the Let's Go, Colorado 2018 ballot initiative. Their proposal is to increase the state’s sales tax by 0.62% to fund longstanding transportation projects. 45% of new revenue will go to the State Highway Fund, 20% to local cities transportation funds and 20% to counties. The remaining 15% will go to the Multi-modal Options Fund. CM Johnston asked when the final language will be available for the Blue Book. The E470 group has asked her to speak on this topic and she would like to have the correct language to present. C. Perez said that the final language for ballot initiative 153 will be available 30 days before the election.

Outcome: Information only.

Follow-up Action: None.
Outcome: CM Lawson asked if the committee would agree to move this presentation forward to study session for all of Council to hear and determine if they want to do a resolution of support for Ballot Initiative 153. CM Murillo, CM Johnston and CM Lawson agreed to move the presentation to study session.

Follow-up Action: Roberto Venegas will add the presentation to a study session in August.

4. Public Safety Grant Update
Summary of Issue and Discussion: Mathew Wasserburger gave an update on the fire departments grant history and process. He said that they do not have a grant writer for the department. Grants are usually identified by individuals in a division and they are brought forward to the executive staff. Executive staff will then review the criteria and determine if it would be worth applying for. Then each department is asked to move forward with the application process. R. Venegas said that they have been working with Chief Gray on figuring out how to use administrative staff, lobbyists, and government agencies more effectively in procuring grant money. CM Lawson said that she thinks a lot of the grants could really impact the community and thinks they are worth going after. R. Venegas responded that the grants are very specific and detailed and Aurora does not always meet the criteria in population or economic status. It’s all about finding the right grant. CM Johnston wanted to know who exactly does the applications for the grants. M. Wasserburger said that each division identifies a grant. Once executive staff approves, a group from the originating division will complete the application process with the help of fire business services. CM Johnston asked if there is a process to identify what grants are available. M. Wasserburger said they use various sources such as ECIVIS and the front desk staff does research and forwards whatever she finds to the different divisions. R. Venegas said there is a grants distribution list from the city’s federal lobbyist group that goes to Carol Toth in finance. She then distributes the grant list to any applicable department in the city. CM Johnston asked who helps filter which grants should be applied for and which ones do not meet the right criteria? R. Venegas said that they get a lot of help from the federal lobbyist since they have more expertise.

Council Member Murillo mentioned the Transforming Safety grants. The second round of funding is up and there is $640,000 available. That may be a potential opportunity for fire and police to apply for funds.

Jennifer Campbell gave an update on the police department’s grant history and process. She said that for the police department the process usually starts with a need. At the end of each year the department identifies needs. That is forwarded to J. Campbell, who is the grant specialist/writer, who then looks for the grants that might meet that need. CM Lawson asked if some of the grants require a certain outreach effort. J. Campbell said that a lot of the grants encourage community partnerships. Federal grants are more focused on research so they want to look at what they are doing in the community and see if it is working. There is no specific requirement for community outreach. There are some grants that require them to inform the community that they received the grant. CM Johnston wanted clarification on the difference between police who have a grant writer and fire that uses staff from different departments to apply for grants. She also pointed out that police with a designated grant writer seems to receive more grants than fire which does not have a designated grant writer. R. Venegas said that when the city needs help writing a complicated grant they will hire a third party to assist.
5. **2019 Federal Lobbying RFP Update**

**Summary of Issue and Discussion:** R. Venegas gave an update on the RFP process for procuring a federal lobbyist for 2019. The process requires approval of the FSIR committee, so it can then be forwarded to City Council for their approval. R. Venegas explained that the contracts are awarded for one year and then given a certain number of one year extensions. So the firm has to prove themselves every year in order to renew the contract. Holland & Knight was awarded the contract in 2015 and has been awarded 3 extensions. Now, per procurement rules, the city has to put the contract out to bid again. The process that staff is proposing is that the FSIR policy committee members will serve on the interview panel along with staff members who are involved in the process. The RFP will go out, there will be a preconference, once the submissions come back, interviews are scheduled and the proposals are scored. Then the panel makes a selection. This process requires the panel to make a selection, not just a recommendation. The selected vendor will go to full Council for approval. Council has the option to vote up or down on the vendor recommended by the panel. R. Venegas said that historically the city has used this same process and he wants to take the process to council for approval so that everyone is on the same page on how it works. First R. Venegas asked the committee members if they wanted to participate in the selection process. All committee members agreed to participate.

**Outcome:** Staff recommended that the lobbyist selection process be brought to Council for approval. The committee agreed to have the RFP process taken to Council for approval.

**Follow-up Action:** R. Venegas will put the proposed lobbyist selection process on the August study session agenda.

6. **MISCELLANEOUS MATTERS FOR CONSIDERATION**

CM Lawson mentioned referendum #SCR 004 and 005 regarding the redistricting commission. Mayor LeGare received an email from Representative Weissman asking the committee to have Representative Dunn give a presentation on the two initiatives. The committee members agreed to have Dunn come and give a presentation. R. Venegas will schedule it for the August FSIR meeting if she is available.

Randy Simpson gave an update on Senate bill 3157 Streamlining the Rapid Evolution And Modernization of Leading-edge Infrastructure Necessary to Enhance (STREAMLINE) Small Cell Deployment Act. In sum, S. 3157 is an unwarranted and significant federal intrusion into both state and local government authority. It would create a situation where all users of state and local government property follow one set of rules as determined by the state or local government, while owners of small cell wireless facilities get a special set of rules where the federal government has determined it is appropriate to preempt these traditional areas of state and local control. R. Simpson asked if the committee would agree to him signing a letter opposing the
legislation and sending the letter to Senator Gardner and Representative DeGette. CM Lawson asked if the FSIR committee has the authority to agree to let R. Simpson sign the letter without the City Council’s consent. R. Venegas said yes, but as a courtesy the committee would usually let the Council know that the committee has given its consent to send out the letter and find out if the Council has any objections. Since there is some urgency to the letter they can send out the information in an email to all of Council.

M. Hyman gave a brief overview of the Just Compensation/Takings measure. This measure will have implications that will go beyond oil and gas. It could have an effect on other projects and businesses in the city. It opens the doors for lawsuits and legal action that would not be beneficial to the city. CM Johnston said that Sam Mamet from CML has been very vocal in his opposition to this initiative. Staff asked if the committee would agree to have Sam Mamet present this issue to the next study session in order to ask Council to draft a resolution opposing the measure. All committee members agreed to move the issue forward to the next study session on August 20.

Follow-up Action: R. Venegas will forward the letter related to Senate bill 3157 (Small Cell Deployment) to the full Council, asking for any objection to FSIR’s approval of the letter.

7. CONFIRM NEXT MEETING
The next meeting is scheduled for August 24, 2018, 3:30 PM in the Mt. Elbert conference room.

Approved:

CM Angela Lawson        Date
Committee Chair
City of Aurora
Council Agenda Commentary

Item Title: Urban Drainage and Flood Control District Mill Levy Reinstatement to Address $24M Funding Gap

Item Initiator: Young, Sarah - Water Planning Svcs Mgr - Aurora Water

Staff Source: Young, Sarah - Water Planning Svcs Mgr - Aurora Water

City Manager/Deputy City Manager Signature: Nancy Freed

Outside Speaker: Dave Bennetts, UDFCD, dbennetts@udfcd.org

Council Goal: 2012: 1.0--Assure a safe community for people

ACTIONS(S) PROPOSED (Check all appropriate actions)

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee
Name: Federal, State and Intergovernmental Relations Policy Committee
Meeting Date: 06/15/2018
Actions Taken: ☒ Recommends
☐ Do Not Recommend
☒ Minutes Attached
☐ Minutes Not Available
☐ Forwarded without Recommendation
☐ Recommendation Report Attached

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.)

This item was presented at Federal, State and Intergovernmental Relations Policy Committee on June 15, 2018, and the committee supported forwarding this item to Study Session.

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

The Urban Drainage and Flood Control District was created in 1969 to reduce the impacts of flooding to people and property in the Denver metro area. Their 1,600 square-mile boundary encompasses seven counties, and over 33 jurisdictions, including the City of Aurora. The District is a critical agency to Aurora. As stormwater subject matter experts, UDFCD helps Aurora with infrastructure planning, criteria development, permitting, regulations, public education, and flood warning systems all of which help protect our citizens from flooding, maintain our water quality, and meet State and Federal regulatory requirements. UDFCD is funded via mill levy, set by the Colorado Legislature in 1969 at 1.0 mill. The affect of TABOR has decreased the mill levy to 0.56 mills over time. This reduced funding has
led to over $280 million of deferred infrastructure and maintenance projects and a current $24M funding gap for existing agency requests. In November 2018, UDFCD is asking the voters to restore the statutory 1.0 mill which will provide the funding required to continue it's mission. The $400,000 value home owner will see an increase of just over $1 per month or $13 per year.

QUESTIONS FOR COUNCIL
Information only.

LEGAL COMMENTS
Approved - informational purposes only (Neitzel)
Dan Brotzman

PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)
☐ Yes ☒ No

PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)
☒ Not Applicable ☐ Significant ☐ Nominal

N/A

EXHIBITS ATTACHED:
2. 6-15-18 FSIR Draft Minutes.pdf
UDFCD Mill Levy
Study Session

August 20, 2018

Presented By:
Sarah Young – Aurora Water Planning Services Manager
Dave Bennetts – Urban Drainage and Flood Control District

The benefit of UDFCD in 2013 Flood

UDFCD benefits to Aurora as seen in the 2013 Flood – Westerly Creek

Study basin, identify projects, help construct projects, alert during flood, and citizen insurance discount...just to name a few.
The State of the District
David Bennetts
Manager, Operations and Development

Urban Drainage and Flood Control District

- Annual Budget: $30 million
- 7 Counties
- 30 employees
- 33 Cities & Towns
- 3,500 Stream Miles
- 1608 Area (sq mi)
- 14.5 Inches of Rain Annually
- 2.8 Million people living in the district
FUNDING

<table>
<thead>
<tr>
<th>Mill Levy</th>
<th>Year Granted</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Engineering &amp; Operations</td>
<td>1969</td>
<td>0.1 mill</td>
</tr>
<tr>
<td>Construction</td>
<td>1973</td>
<td>0.4 mill</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1979</td>
<td>0.4 mill</td>
</tr>
<tr>
<td>South Platte River</td>
<td>1986</td>
<td>0.1 mill</td>
</tr>
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</table>

**TOTAL: 1.0 mill**

**Regulations:**

- 1982 – Gallagher Amendment
  - Tax distribution between Residential and Commercial Properties
  - 45% residential, 55% commercial
- 1989 – Annual Levy Law
  - 5.5% Property Tax Revenue Limit
- 1992 – Taxpayer Bill of rights (TABOR)
  - Growth Population Plus Inflation
  - Vote on Tax Increases
  - 3.5% Emergency Reserve
Funding

- Statutory Mill Levy
- Under Annual Levy Law
- Under TABOR

2018 Budget vs. Need

- $24 Million Funding Gap

- 2018 Budget
- 2018 Need

- Maintenance Projects
- Capital Projects
- Overhead
- South Platte River
- Planning/Flood Mapping
- Flood Warning
Funding Gap

In August, the UDFCD Board Of Directors will Decide Whether or Not to Hold a Tax Election

Restore Statutory Mill Levy

In August, the UDFCD Board Of Directors will Decide Whether or Not to Hold a Tax Election

ELECTION 2018
Have you ever heard of an organization called “The Urban Drainage and Flood Control District?”

Yes (27%)

No/DK (73%)

Opinion of UDFCD; If YES: Is your opinion of them positive, neutral, or negative?

- Positive: 35%
- Negative: 9%
- Neutral: 51%
- Don’t Know: 5%

5 THINGS THE VOTERS NEED TO KNOW

1. There is a Regional Flood Control District
2. We Protect People & Property from Flooding

3. We Create and Preserve the Open Spaces You Love
5 THINGS THE VOTERS NEED TO KNOW

4. We Predict Floods and Provide Early Warning

5. We Keep the Waterways Free of Trash & Debris
INFORMED OPINION OF UDFCD – 72% positive when told mission and accomplishments.

---% Positive---

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<tr>
<th></th>
<th>Positive</th>
<th>Neutral</th>
<th>Negative</th>
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<tr>
<td>Total</td>
<td>72%</td>
<td>23%</td>
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<tr>
<td>Democrat</td>
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<tr>
<td>Republican</td>
<td>63%</td>
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<tr>
<td>Independent</td>
<td>69%</td>
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<td>Adams</td>
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</tr>
<tr>
<td>Arapahoe</td>
<td>73%</td>
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</tr>
<tr>
<td>Boulder</td>
<td>72%</td>
<td></td>
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</tr>
<tr>
<td>Broomfield*</td>
<td>60%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denver</td>
<td>76%</td>
<td></td>
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<tr>
<td>Douglas</td>
<td>65%</td>
<td></td>
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</tr>
<tr>
<td>Jefferson</td>
<td>73%</td>
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</table>

* Broomfield sample is small (n=25)

IMPACT OF PRO-BALLOT MESSAGES – YES gains +8%

BALLOT: INCREASE TO 60 CENTS PER MONTH/$7 PER YEAR

Initial

Vote YES

Post-Info

Vote NO

August 20, 2018 Special Study Session, Page 28
District’s Outreach Efforts

Flood Control District

Public Information Campaign officially
LAUNCHED!

Let’s Connect!

Search “Flood Control District” on the Mobile App

- Facebook.com/FloodControlDistrict
- Twitter.com/FloodControlDis
- Instagram.com/FloodControlDistrict
Federal, State and Intergovernmental Relations (FSIR) Meeting
June 15, 2018

Members Present: Council Member Angela Lawson, Chair; Council Member Nicole Johnston, Vice-Chair, Council Member Crystal Murillo, Member

Others Present: Roberto Venegas, Natasha Campbell, Michael Hyman, Brandy Morrison, Jonathan Kerr, Duane Gill, David Bennetts, Sarah Young

3. Urban Drainage

Summary of Issue and Discussion: David Bennetts gave an overview of what Urban Drainage does. Their mission is to protect people and the environment through preservation, mitigation and education. Mr. Bennetts said there is a $25 million funding gap because of TABOR. The Board of Directors are currently planning on getting an item on the ballot to de-TABOR. The additional tax would add about $3 per $100,000 of home value. Council Member Lawson asked if the legislative team the Board had proposed ever went to the State Capitol? Mr. Bennetts said that they did form a legislative team. Since the founding legislation was created in 1968 the language is outdated. So they updated that passed and it was signed into law by the Governor. Currently they are drafting the ballot language.

Outcome: The Committee agreed to forward this presentation to the next Study Session.

Follow-up Action: Roberto Venegas will add the Urban Drainage Mill Levy presentation to a Study Session in July.
Sister Cities Conference presentation

Gambetta-Alvarado, Ricardo - Community Program Supervisor - General Management

Gambetta-Alvarado, Ricardo - Community Program Supervisor - General Management

Jason Batchelor

Karlyn Shorb, Aurora Sister Cities International, 303-739-7120

2012: 2.3--Actively participate in regional organizations on intergovernmental issues

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

In 2016 Sister Cities International bid on the opportunity for Aurora to be the host site for the 2018 Sister Cities International Annual Conference - one of Aurora's first ever truly transnational conferences. With an estimated 500+ attendees the conference was expected to bring together mayors, government officials and committed citizens diplomats from around the United States and around the world to engage in informative and engaging workshops, networking opportunities and fun. Estimated economic impact of the conference was around $1,000,000.

The conference, which took place from August 1st through August 4th, was a great success. The Hyatt Regency Aurora-Denver Hotel and Conference Center sold out its room block and overflow rooms were provided at the Aurora Springhill by Marriott (as of August 9, 2018 Helms Briscoe and Visit Aurora are still pulling hotel room numbers. Those numbers will be provided during the special study session). Sales revenue for the Conference Center alone tapped $150,000 (this exact number will also be provided by the Special Study Session date).

Aurora Sister Cities and Sister Cities International welcomed delegates from The Bahamas, Ethiopia, Haiti, Kenya, South Korea, Cameroon, Germany, India, Kyrgyzstan, Uzbekistan, China, Ghana, Jamaica, Mongolia, Tanzania, and of course various U.S. states.

Over 100 local, national and international students delegates also participated in the Sister Cities international Youth leadership Summit from August 1-5.

Highlights of the conference included a City of Aurora Economic Development Tour hosted by Margee Cannon and Kim Stuart from the City of Aurora; a panel of Mayors (and City Council member Gruber)
addressing global migration and immigrant integration called "The Human Face of Sister Cities" moderated by Ricardo Gambetta from the Office of International and Immigrant Affairs; a "Resilient Cities" workshop; a "Youth Voices and the American Dream" panel featuring our very own City Council Member Crystal Murillo and El Salvador Consul Jose Manuel Castillo; and an Economic Development panel featuring Bruce Dalton (Visit Aurora), Yuriy Gorlov (AEDC) and Dan Lynch (Kutak Rock).

Another exciting feature of the conference was the opening ceremony on the Municipal Center Great Lawn which featured a city flag ceremony, and welcome speeches from mayor Bob LeGare, Congressman Mike Coffman and former HUD Secretary Julian Castro.

Aurora Sister Cities International also had the great pleasure of hosting almost 700 stakeholders (local, national and international) at the Hangar at Stanley Marketplace on Friday, August 3rd. Mayor Pro Tem Marsha Berzins provided informative and heartfelt remarks and Becky Hogan was presented an award by Sister Cities International on behalf of our late Mayor Steve Hogan acknowledging his role as a champion of Aurora's international initiatives.

Over $47,000 in cash sponsorships and an estimated over $10,000 in in-kind sponsorships were received to support the VIP Reception, the Opening Flag Ceremony and the City of Aurora Welcome reception.

Special thanks go out to the City of Aurora (various entities and departments), Visit Aurora, sponsors and community partners. Thank you all for your support and partnership in helping make this conference a success.

**QUESTIONS FOR COUNCIL**
Informational only.

**LEGAL COMMENTS**
Informational only.
Nancy Rodgers

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

- [x] Yes  
- [ ] No

No

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

- [x] Not Applicable  
- [ ] Significant  
- [ ] Nominal

N/A

**EXHIBITS ATTACHED:**
**City of Aurora**

**Council Agenda Commentary**

<table>
<thead>
<tr>
<th>Item Title:</th>
<th>Colfax Marathon Loan Forgiveness Proposal</th>
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<tbody>
<tr>
<td>Item Initiator:</td>
<td>Wishmeyer, Nancy - Controller - Finance</td>
</tr>
<tr>
<td>Staff Source:</td>
<td>Wishmeyer, Nancy - Controller - Finance</td>
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<tr>
<td>City Manager/Deputy City Manager Signature:</td>
<td>Jason Batchelor</td>
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<tr>
<td>Outside Speaker:</td>
<td>Andrea Dowdy, CEO Colfax Marathon Partnership</td>
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<tr>
<td>Council Goal:</td>
<td>2012: 6.0--Provide a well-managed and financially strong City</td>
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**ACTIONS(S) PROPOSED (Check all appropriate actions)**

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

**PREVIOUS ACTIONS OR REVIEWS:**

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<tr>
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**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.)**

This item was presented and approved to move forward at the Management and Finance Committee meeting on July 24, 2018. On April 28, 2005, the city of Aurora made a loan of $90,000 to the Colfax Marathon Partnership, Inc. to help defray costs of the marathon. At the May 23, 2018 Management and Finance Committee meeting, the Committee was presented a request by the Partnership to consider waiving the remaining loan balance of $65,000. The Committee suggested that in exchange for forgiveness, the Partnership provide sponsorship benefits to the city of equal value to the loan balance outstanding. The Committee also wanted to see an increase in marathon proceeds disbursed to Aurora non-profits.

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

At the July 24, 2018 meeting city staff and Andrea Dowdy, Colfax Marathon Partnership CEO, presented the proposal by the Colfax Marathon Partnership to provide various sponsorship benefits to
the city including city employee registration credits, course signage that Aurora can use at other city events throughout the year, and promotion of the city through various forms of media.

The value of the sponsorship benefits exceeds the outstanding loan balance and all the sponsorship benefits outlined in the proposal are being offered. Additionally, the sponsorship benefits are not one time benefits; they would be provided for a number of years into the future.

Finally, the Partnership addresses how it will help Aurora-based charities increase the amount of fund raising dollars they receive through the marathon.

**QUESTIONS FOR COUNCIL**

Does Council accept the Partnership's proposal and support forgiving the remaining loan balance of $65,000 in exchange for city sponsorship benefits and charitable giving outreach?

**LEGAL COMMENTS**

The City Council shall have and shall exercise the powers, privileges and duties granted and conferred by the state constitution, statute or City Charter. The City Council shall have power to make and publish from time to time ordinances, and to pass Resolutions and Motions, not inconsistent 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. City Code Section 2-32. The City Council has found and determined that forgiving the remaining balance of the loan made to the Colfax Marathon Partnership fulfills these purposes. City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. This action can be taken in the form of a motion, and shall require a vote of the majority of the Council to approve. Section 5-1 Aurora City Charter (Hernandez)

Dan Brotzman

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes  ☒ No

No

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable  ☐ Significant  ☐ Nominal

N/A

**EXHIBITS ATTACHED:**

aurora sponsorship proposal 7-12-18 final.docx
MF JULY 24 2018 DRAFT Minutes - Colfax Marathon.docx
AURORA SPONSORSHIP PROPOSAL

Overview

This sponsorship proposal reflects both the forgiveness of the loan, as well as additional benefits to Aurora as we have plans to move towards Denver Colfax Marathon (rather than Denver’s Colfax Marathon) in our name and marketing. The remaining balance on the loan is $65,000 which would take 18 years to repay at the current rate we have been paying.

Please note that I have included the request and background information from the previous letter first, and have added two sections at the end to discuss the name migration background and the actual sponsorship proposal.

Request, and the cities of Denver and Lakewood

The Colfax Marathon is requesting the City of Aurora forgive $65,000 – the balance of the original loan. Aurora, Denver, and Lakewood each made loans in 2006 of $90,000 to help launch the marathon, and we have been diligently repaying the Loans each year based on available funds. Denver has now forgiven their loan, and we are currently in active discussions with Lakewood with respect to forgiveness of its Loan.

Marathon Highlights

The Marathon has seen significant growth in recent years. The number of participants has increased from 5,000 runners in 2010 to 19,000 runners in 2017. More significantly, the Marathon’s Charity Partner Program now includes over 230 participating organizations, with an open-door policy that enables nonprofits to utilize the Colfax Marathon to raise funds and increase awareness of its mission. In 2017, our Charity Partners raised over $500,000 through their runners and for their individual causes. Our platform is second in size only to the New York City Marathon. The Marathon has built the largest corporate and government organizations relay race competition in Colorado (the “Corporate and Government Cup”) with over 900 five-person relay teams. These teams compete in their industry categories for over $100,000 in prize money, which is donated by the Marathon to the Charity Partners selected by the winning teams. The Marathon does not pay elite athletes to participate, but rather applies this money to the needs of our civic and community partners. Additionally, over the last 5 years, more than $2.5 million has been raised by nonprofits for their individual causes.

The Marathon’s positive, local economic impact goes beyond our Charity Partners Program. Most of the race revenue is spent hiring local vendors and contractors. Perhaps the biggest impact is our marketing of the Colfax corridor—not only through marketing the Marathon, but also through more general pro-Colfax branding with a focus on its long-term, metro-level impact. For example, well over 100,000 articles of clothing including shirts, jackets, hats, and hoodies are worn by participants during and after the event throughout the metro area and beyond. Each year, over 20,000 shirts and jackets are given or sold to runners and each runner receives a Colfax car decal highlighting the distance they ran. The pro-Colfax branding aims to encourage runners and other locals to “Come Back to Colfax.”
Aurora

Each year, the marathon showcases Aurora to thousands of runners. One of the highlights for years has been the run through Aurora Firestation #1, the only “on course” firestation in the world, featured in the media. Aurora’s City Park, Aurora Cultural Arts District, and ladder trucks marking the border of Aurora and Denver with an oversized flag greet runners as well. Aurora’s City Park grand opening was part of Marathon weekend several years ago. Virtual photo tours give runners a sneak peak of the Aurora highlights they’ll see on race day, including some of the outdoor art sculptures near Colfax.

Aurora’s nonprofits have also benefited by becoming Charity Partners. They have raised significant dollars through runners, received over $25,000 in relay team winnings in the last three years, and raised awareness. This program has great growth potential for Aurora’s nonprofit community.

Marathon Goals and Finances

So, with these successes, why are we asking for loan forgiveness?

Recently, the running market has undergone significant demographic shifts and many races locally and nationally are facing an annual decline in their runner participation. The Marathon has dedicated significant resources to maintain and grow its runner base. Loan forgiveness will allow the Marathon to continue to:

• Grow the Charity Partners Program to enable fundraising nonprofits to raise even more money;
• Grow the unique Corporate and Government Cup competition which promotes the local business community and focus on raising money for the nonprofit partners;
• Continue to positively brand the Colfax corridor to support the Colfax businesses, restaurants and arts;
• Strive to be an interesting destination race to bring new runners to the metro area; and
• Continue to be the largest race in the metro area by offering an excellent runner experience including the most popular race course.

Marathon marketing – educating runners that we ARE the marathon in the Denver Metro Area and name migration

CM shifted to using Denver’s Colfax Marathon in e-marketing several years ago to draw runners from outside a 1 hour radius, and to educate runners that we are “the” marathon in the Denver metro area. Using just “Colfax” wasn’t clear. We have now grown from 5,000 runners to 20,000 runners with this effort, educating and drawing folks to know about Colfax. Many races are on the decline, so to ensure we maintain our numbers and have growth, we have plans to move to “Kaiser Permanente Denver Colfax Marathon”. This also protects us in the future from another marathon moving in and declaring themselves Denver Marathon, which would be detrimental. We have also started entering into joint sponsorship arrangements that support our race and other nationally recognized marathons, and we feel these marketing changes will help cement the non-Colorado perception and understanding of our race – both in terms of sponsorship opportunities and runners. Note – the norm with major marathons around the world is to be named after the major city, and runners look for this so they know this is a “major”. “Colfax” will remain in the name as this is our strong unique brand.
Sponsorship Proposal for Aurora

- This proposal is based on forgiveness of the loan, and to balance the value for all 3 cities with our plans to shift to using Denver Colfax Marathon. **Denver received no sponsorship benefits with their loan forgiveness.** We are pleased to be able to offer Aurora a sponsorship proposal to have the loan forgiveness have “value” to Aurora as a sponsor, and also give additional benefits to Aurora with this name migration.

- **25-year value package:**
  - $2700 per year in registration credits for the next 25 years, for a total of $67,000, for Aurora to give to city employees. These could be “whole entries” or a 50% off credits for any of the weekend races, at your discretion, and you could change the structure from year to year. This $67,000 is more than the remaining balance on the loan, which is $65,000.
  - $5000 annual value for 10 years
    - 3 e-newsletter articles marketing content per year written by Aurora spread throughout the year, **developed by Aurora.** This is in addition to articles and ads CM currently publishes that mention the run-through Aurora Fire #1 and old town Aurora.
    - 3 social media posts about Aurora events or topics, **developed by Aurora.** This is in addition to the posts we currently do on running through Aurora Fire #1.
    - Aurora’s city logo would be on our e-newsletter footer and be on the website.
    - Virtual runner bag – City of Aurora could have coupons/offers for two entities – such as Aurora golf offers or an upcoming event.
    - Aurora can provide **additional marketing content** for the half marathon page on our website.

- **Additional**
  - Free 10x10-booth space at the CM 2-day Health and Fitness Expo event. Aurora will provide the tent.
  - Free 10x10-booth space at the CM After Party event. Aurora will provide the tent.
  - Article on Aurora’s support and participation in the marathon for Aurora water bill and other purposes. This has been written in some years by Aurora, and we are happy to repurpose this article.
  - CM will provide e-materials for the City of Aurora to email/mail to nonprofits in Aurora to educate them about the marathon’s free charity partners program.
  - CM can host one of our introductory meetings (we have 8-10 each year) at a City of Aurora’s large conference room (AV required). This can be “co-hosted” by the City of Aurora.

We look forward to working with you, and believe this could be a mutually beneficial path for Aurora and the Colfax Marathon going forward.

Andrea Dowdy, CEO, Colfax Marathon Partnership
AURORA SPONSORSHIP PROPOSAL

Overview

This sponsorship proposal reflects both the forgiveness of the loan, as well as additional benefits to Aurora as we have plans to move towards Denver Colfax Marathon (rather than Denver’s Colfax Marathon) in our name and marketing. The remaining balance on the loan is $65,000 which would take 18 years to repay at the current rate we have been paying.

Please note that I have included the request and background information from the previous letter first, and have added two sections at the end to discuss the name migration background and the actual sponsorship proposal.

Request, and the cities of Denver and Lakewood

The Colfax Marathon is requesting the City of Aurora forgive $65,000 – the balance of the original loan. Aurora, Denver, and Lakewood each made loans in 2006 of $90,000 to help launch the marathon, and we have been diligently repaying the Loans each year based on available funds. Denver has now forgiven their loan, and we are currently in active discussions with Lakewood with respect to forgiveness of its Loan.

Marathon Highlights

The Marathon has seen significant growth in recent years. The number of participants has increased from 5,000 runners in 2010 to 19,000 runners in 2017. More significantly, the Marathon’s Charity Partner Program now includes over 230 participating organizations, with an open-door policy that enables nonprofits to utilize the Colfax Marathon to raise funds and increase awareness of its mission. In 2017, our Charity Partners raised over $500,000 through their runners and for their individual causes. Our platform is second in size only to the New York City Marathon. The Marathon has built the largest corporate and government organizations relay race competition in Colorado (the “Corporate and Government Cup”) with over 900 five-person relay teams. These teams compete in their industry categories for over $100,000 in prize money, which is donated by the Marathon to the Charity Partners selected by the winning teams. The Marathon does not pay elite athletes to participate, but rather applies this money to the needs of our civic and community partners. Additionally, over the last 5 years, more than $2.5 million has been raised by nonprofits for their individual causes.

The Marathon’s positive, local economic impact goes beyond our Charity Partners Program. Most of the race revenue is spent hiring local vendors and contractors. Perhaps the biggest impact is our marketing of the Colfax corridor—not only through marketing the Marathon, but also through more general pro-Colfax branding with a focus on its long-term, metro-level impact. For example, well over 100,000 articles of clothing including shirts, jackets, hats, and hoodies are worn by participants during and after the event throughout the metro area and beyond. Each year, over 20,000 shirts and jackets are given or sold to runners and each runner receives a Colfax car decal highlighting the distance they ran. The pro-Colfax branding aims to encourage runners and other locals to “Come Back to Colfax.”
Aurora

Each year, the marathon showcases Aurora to thousands of runners. One of the highlights for years has been the run through Aurora Firestation #1, the only “on course” firestation in the world, featured in the media. Aurora’s City Park, Aurora Cultural Arts District, and ladder trucks marking the border of Aurora and Denver with an oversized flag greet runners as well. Aurora’s City Park grand opening was part of Marathon weekend several years ago. Virtual photo tours give runners a sneak peak of the Aurora highlights they’ll see on race day, including some of the outdoor art sculptures near Colfax.

Aurora’s nonprofits have also benefited by becoming Charity Partners. They have raised significant dollars through runners, received over $25,000 in relay team winnings in the last three years, and raised awareness. This program has great growth potential for Aurora’s nonprofit community.

Marathon Goals and Finances

So, with these successes, why are we asking for loan forgiveness?

Recently, the running market has undergone significant demographic shifts and many races locally and nationally are facing an annual decline in their runner participation. The Marathon has dedicated significant resources to maintain and grow its runner base. Loan forgiveness will allow the Marathon to continue to:

- Grow the Charity Partners Program to enable fundraising nonprofits to raise even more money;
- Grow the unique Corporate and Government Cup competition which promotes the local business community and focus on raising money for the nonprofit partners;
- Continue to positively brand the Colfax corridor to support the Colfax businesses, restaurants and arts;
- Strive to be an interesting destination race to bring new runners to the metro area; and
- Continue to be the largest race in the metro area by offering an excellent runner experience including the most popular race course.

Marathon marketing – educating runners that we ARE the marathon in the Denver Metro Area and name migration

CM shifted to using Denver’s Colfax Marathon in e-marketing several years ago to draw runners from outside a 1 hour radius, and to educate runners that we are “the” marathon in the Denver metro area. Using just “Colfax” wasn’t clear. We have now grown from 5,000 runners to 20,000 runners with this effort, educating and drawing folks to know about Colfax. Many races are on the decline, so to ensure we maintain our numbers and have growth, we have plans to move to “Kaiser Permanente Denver Colfax Marathon”. This also protects us in the future from another marathon moving in and declaring themselves Denver Marathon, which would be detrimental. We have also started entering into joint sponsorship arrangements that support our race and other nationally recognized marathons, and we feel these marketing changes will help cement the non-Colorado perception and understanding of our race – both in terms of sponsorship opportunities and runners. Note – the norm with major marathons around the world is to be named after the major city, and runners look for this so they know this is a “major”. “Colfax” will remain in the name as this is our strong unique brand.
Sponsorship Proposal for Aurora

- This proposal is based on forgiveness of the loan, and to balance the value for all 3 cities with our plans to shift to using Denver Colfax Marathon. **Denver received no sponsorship benefits with their loan forgiveness.** We are pleased to be able to offer Aurora a sponsorship proposal to have the loan forgiveness have “value” to Aurora as a sponsor, and also give additional benefits to Aurora with this name migration.

25-year value package:

- $2700 per year in registration credits for the next 25 years, for a total of $67,000, for Aurora to give to city employees. These could be “whole entries” or a 50% off credits for any of the weekend races, at your discretion, and you could change the structure from year to year. This $67,000 is more than the remaining balance on the loan, which is $65,000.
- $5000 annual value
  - 3 e-newsletter marketing content throughout the year, developed by Aurora. This is in addition to articles and ads CM currently publishes that mention the run-through Aurora Fire #1 and old town Aurora.
  - 3 social media posts about Aurora events or topics, developed by Aurora. This is in addition to the posts we currently do on running through Aurora Fire #1.
  - Aurora’s city logo would be on our e-newsletter footer and be on the website.
  - Virtual runner bag – City of Aurora could have coupons/offers for two entities – such as Aurora golf offers or an upcoming event.
  - Aurora can provide marketing content for the half marathon page on our website.
- Additional
  - Free 10x10-booth space at the CM 2-day Health and Fitness Expo event. Aurora will provide the tent.
  - Free 10x10-booth space at the CM After Party event. Aurora will provide the tent.
- Support to increase money for Aurora based nonprofits:
  - CM will provide e-materials for the City of Aurora to email/mail to nonprofits in Aurora to educate them about the marathon’s free charity partners program.
  - CM can host one of our introductory meetings (we have 8-10 each year) at a City of Aurora’s large conference room (AV required). This can be “co-hosted” by the City of Aurora.

We look forward to working with you, and believe this could be a mutually beneficial path for Aurora and the Colfax Marathon going forward.

Andrea Dowdy, CEO, Colfax Marathon Partnership
MANAGEMENT AND FINANCE COMMITTEE
July 24, 2018

Members Present: Council Member D. Gruber – Chair and Council Member C. Richardson – Vice Chair

Members Absent: Council Member F. Bergan – Member


MINUTES
June 27, 2018 minutes were deferred until August due to Council Member Bergan being out. She is the 2nd member who was present in June.

CONSENT ITEMS

- SALES TAX CHART
  Members of the M&F Committee have asked for the monthly sales tax performance chart.

  Greg Hays, Budget Officer, provided an overview of the City’s sales tax performance year to date. No questions were asked.

  Outcome
  The Committee thanked staff.

  Follow-up Action
  No follow-up needed.

COLFAX MARATHON PARTNERSHIP LOAN FORGIVENESS PROPOSAL
Summary of Issue and Discussion
On April 28, 2005 the city of Aurora made a loan of $90,000 to the Colfax Marathon Partnership, Inc. to help defray costs of the marathon. At the May 23, 2018 Management and Finance Committee meeting, the Committee was approached with a request by the Partnership to consider waiving the remaining loan balance of $65,000. The Committee recommended staff ask the Partnership for a proposal that would outline how the Partnership would provide sponsorship benefits to Aurora in exchange for waiving the balance remaining on the loan. Additionally, the Committee would like to see an increase in money disbursed to Aurora-based charities.

The Colfax Marathon Partnership has submitted a Sponsorship Proposal for the city of Aurora. The proposal outlines a number of sponsorship benefits that would provide on-going value to Aurora including: race registration credits to city employees, signage throughout the course and at
the finish line, and various methods of public communication recognizing Aurora. Additionally, the Partnership would provide resources to help increase money raised for Aurora based nonprofits. The Partnership clarified the two ways Aurora nonprofits can receive money via the marathon: have runners fundraise specifically for a nonprofit, or have fast teams win prize money for a nonprofit. The Partnership stated it will work with Aurora based charities to encourage more participation by sending e-materials and hosting meetings to educate the nonprofits on the marathon's free charity partners program.

Q&A:
Council Member Gruber: Do we have to make a choice among the proposal items or is it all inclusive?

A. Dowdy: It is all inclusive. We put together this proposal for you to include Aurora as a beneficiary. This package is yours. Most of the benefits proposed will be provided for 25 years.

Outcome
The Committee thanked Ms. Dowdy for the proposal. The Committee recommended that this item go to Study Session.

Follow-up Action
Staff will forward this item to Study Session.

MISCELLANEOUS MATTERS FOR CONSIDERATION

- The next meeting is on Tuesday, August 28, 2018

THESE MINUTES WERE APPROVED AS SUBMITTED

____________________________  _________________________
David Gruber, Chair of the Management & Finance (M&F) Committee  Date
## Item Title:
Water Resources Partnerships

### Item Initiator:
Davis, Alexandra - Deputy Director/Water Resource - Aurora Water

### Staff Source:
Davis, Alexandra - Deputy Director/Water Resource - Aurora Water

### Council Goal:
2012: 3.0 -- Ensure excellent infrastructure that is well maintained and operated.

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee**  
Name: Water Policy Committee  
Meeting Date: 06/14/2018

- [X] Minutes Attached  
- [ ] Minutes Not Available  
- [ ] Forwarded without Recommendation  
- [ ] Recommendation Report Attached

### 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 Water Policy Committee reviewed this item at the June 14, 2018, meeting, and supported forwarding this item to the City Council Study Session.

### ITEM SUMMARY
(Brief description of item, discussion, key points, recommendations, etc.)
Partnerships are an important, valuable, and necessary means to acquiring, protecting, and maintaining water supply. The Water Department has a long history of engaging in local and regional partnerships that allow us to collaboratively address complex issues and share the costs and benefits of water supply projects and processes. Water Resources will update the Water Policy Committee on the multiple partnerships that support the water supply work.

### QUESTIONS FOR COUNCIL
Information only.
LEGAL COMMENTS
The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City under his supervision. City Charter § 7-4(e). (McKenney)
Dan Brotzman

PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*
☐ Yes ☒ No

No

PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*
☒ Not Applicable ☐ Significant ☐ Nominal

N/A

EXHIBITS ATTACHED:
1. 06-14-18 WPC Minutes Draft.pdf
2. Water Resources Partnership PPT.pdf
Water Policy Committee (WPC) Meeting
June 14, 2018

Members Present: Council Member Bob Roth, Chair; Council Member Francoise Bergan, Vice Chair; Council Member Bob LeGare

Members Absent:

Others Present: Greg Baker, Leiana Baker, Marshall Brown, Alex Davis, Nancy Freed, Pam Hensley, Don Langley (CWAC), John Murphy, Stephanie Neitzel, Kelley Neumann, Gail Thrasher, Rich Vidmar, Sarah Young, Jim Mitchell (Citizen)

6. WATER RESOURCES PARTNERSHIPS

Summary of Issue and Discussion: A. Davis stated, partnerships are an important, valuable, and necessary means to acquiring, protecting, and maintain water supply. Aurora Water has a long history of engaging in local and regional partnerships that allow us to collaboratively address complex issues and share the costs and benefits of water supply projects and processes. Water Resources will update the committee on the multiple partnerships that support the water supply work.

Council Member Roth suggested an additional slide that shows the parties that are mutually beneficial to both sides. Council Member LeGare stated, when we did the Lake County Open Space initial storage we gave them storage capacity, and it was more storage than the county had ever had before. A. Davis replied, yes when the Box Creek reservoir is built. Council Member Bergan suggested adding the Cherry Creek Water Authority.

Outcome: The Committee supports the Water Resources Partnerships, and forwarded the matter to Study Session for consideration.

Follow-Up Action: The Committee supports the Water Resources Partnerships, and will forward to Study Session for consideration.
Local and Regional Partnerships

Aurora Water has a long history of engaging in local and regional partnerships.

Partnerships are an efficient and effective way to collaboratively address complex issues and share the costs and benefits of water supply projects and processes.

Our existing partnerships are diverse and multi-storied.

They cover infrastructure, supply, water quality and watershed health.
Partnerships have helped Aurora move from costly litigation and other battles to productive relationships that seek long term, positive and efficient solutions.
Partnerships that create, maintain and protect critical infrastructure: Reservoirs

Homestake reservoir and Otero pump station (Colorado Springs Utilities)

Twin Lakes (Twin Lakes Canal and Reservoir Company)

Strontia Springs Reservoir (Denver Water)

Partnerships that provide water: Ditch Systems

Colorado River:
Homestake Water Project (Colorado Springs),
Twin Lakes Reservoir & Canal Company (Colorado Springs, Pueblo, Pueblo West, Private shareholders),
Busk-Ivanhoe Water System Authority (Pueblo Board of Water Works),
Fremont Pass Ditch Company (Climax Molybdenum Co)

Ivanhoe Reservoir (Busk-Ivanhoe)

Grizzly Diversion (Twin Lakes)

Columbine Ditch (FPDC)
Partnerships that provide water: Ditch Systems

Arkansas River Basin:
- Rocky Ford Ditch Company
- Colorado Canal Company
- Lake County Ranches

South Platte River Basin:
- 12 different ditch companies.
- Upper Cherry Creek Water Users Association (ECCV, Cottonwood, ACCWA, & Colorado Parks and Wildlife)
- Cherry Creek Water Authority

Partnerships with agricultural producers

- Arkansas River basin:
  - Rocky Ford Ditch Continued Farming Program since 2004
  - Rocky Ford High Line Lease Agreement
  - Lower Arkansas Valley Water Conservancy District
  - Holbrook Mutual Canal Company

- South Platte River basin:
  - Leases of both water and land to multiple farmers; participation in ATM (Alternative Transfer Mechanism) studies.
  - Facilitation of water delivery for others through multiple ditch systems.

Aurora Water regularly seeks to participate in collaborative ways to support local agriculture while obtaining the water supply we need.
Partnerships to help the environment

Aurora Water works with numerous agencies and entities to address complex issues such as water quality, watershed protection, forest health and wildfire mitigation. Projects include:

- Arkansas Fen Pilot Project (USFWS; PBWW Colorado Mountain College, LCOSI)
- South Platte Protection Plan (Colorado Parks & Wildlife, Denver Water, SPEB)
- Watershed health projects (USFS, USFWS, Carpe Diem West, Front Range Roundtable, Watershed-Wildfire Protection Workgroup, Colorado State Forest Service)
- Lower Arkansas water quality (Regional Resource Planning Group - SEWCD, CSU, PBWW, UAWCD and LAVWCD)
- Upper Arkansas Voluntary Flow Program (Colorado Parks & Wildlife)
- Lower Arkansas flow management regional IGA

Partnerships that create, maintain and protect critical infrastructure: Future Projects

2004 Arkansas River Regional IGA: Flow Management & Restoration of Yield Storage (Colorado Springs, Pueblo Board of Water Works, City of Fountain, Southeastern Colorado Water Conservancy District)
Partnerships that create, maintain and protect critical infrastructure: Future Projects

Box Creek Reservoir
Lake County

Lake County Open Space Initiative (LCOSI)
Founded to Collaboratively Manage Federal, State, & Local Open Space Lands

Eagle River Memorandum of Understanding (ERMOU)
- To pursue 30,000 acre feet of storage in the Eagle River watershed; Aurora Water would get 10,000 acre feet.
Partnerships that create, maintain and protect critical infrastructure: Aquifer Storage and Recovery

➤ Pilot Study (Castle Rock/CWCB/ LCGWMD*/ Leonard Rice)
  ➤ Investigate locations for potential ASR development within Lost Creek

➤ ASR/Water sharing (Castle Rock)
  ➤ Synergize plans/assets north of Aurora

*Lost Creek Ground Water Management District

Membership & Participation in Cooperative Organizations

➤ The Front Range Water Council (Denver Water, Colorado Springs Utilities, Pueblo Board of Water Works, Northern Water Conservancy District, Southeastern Water Conservancy, and Twin Lakes)

➤ Western Urban Water Coalition (Water utilities from the Western United States including San Francisco, San Diego, Phoenix, Denver, Seattle, Los Angeles, Colorado Springs, Las Vegas, and Central Arizona)

➤ Colorado Water Congress (numerous Colorado water users), Progressive 15

➤ NWRA, AWWA -Rocky Mountain Section, AMWA

➤ Basin Roundtables, IBCC, SPWRAP
Participation to help other communities/entities meet their water needs

- WISE (South Metro Water Supply Authority – and through them 13 water providers in Douglas and Arapahoe Counties)
- Roxborough
- Dominion
- Oil and Gas companies

Discussion and Questions
City of Aurora
Council Agenda Commentary

Item Title:
Information pertaining to ballot items approved by the Aurora City Council for placement on the November 6, 2018 statewide general election ballot.

Item Initiator: Goldman, Karen - Contract Consultant - General Management

Staff Source: Goldman, Karen - Contract Consultant - General Management

City Manager/Deputy City Manager Signature: Jason Batchelor

Outside Speaker:

Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

ACTIONS(S) PROPOSED (Check all appropriate actions)

☐ Approve Item as proposed at Study Session
☐ Approve Item with Waiver of Reconsideration
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as proposed at 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 City Council has previously approved participating in the November 6, 2018 statewide general election managed by the clerk and recorders in Adams, Arapahoe, and Douglas counties and has authorized the placement of several ballot items for a vote by the active registered electors of Aurora.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)
As of the date of this commentary, the Aurora City Council has formally approved the placement of three (3) ballot items. They are: 1) continuation of the photo radar enforcement program; 2) changes to the probationary periods for police and fire recruits; 3) provision of internet services to non-governmental entities in Aurora. Ballot titles for these items are attached to this commentary. And as of the date of this commentary, additional pending items relate to the collective bargaining process for the police department and allowing medical marijuana centers and other medical marijuana-related businesses and products.

The date for certifying the ballot to all three counties is Friday, September 7, 2018.

QUESTIONS FOR COUNCIL
This commentary is for information only.

LEGAL COMMENTS
Ballot titles and submission clauses shall fairly and accurately express the intent and meaning of a proposed ordinance. Ballot titles shall be brief and shall not conflict with titles previously selected for any petitions filed for the same election. Section 54-121(d)(10 of the City Code (Lathers).

Dan Brotzman
PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*

☒ Yes ☐ No

There is a cost to the City for participating in the statewide general election.

PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

EXHIBITS ATTACHED:

Ballot Titles 2018.docx
CITY OF AURORA BALLOT QUESTION
CONTINUING THE PHOTO RED LIGHT ENFORCEMENT PROGRAM

Shall Aurora continue to issue photo red light tickets to drivers that enter an intersection after the traffic light turns red?

YES _______             NO _______

CITY OF AURORA BALLOT QUESTION
EXTENSION OF FIRE AND POLICE PROBATIONARY PERIOD

Shall Article III of the City Charter of the City of Aurora be amended to change the probationary period for newly appointed firefighters and police officers from the end of the first year of employment to one year from the date the firefighter or police officer completes academy training?

YES _______               NO _______

CITY OF AURORA BALLOT QUESTION
RESTORING LOCAL CONTROL OVER BROADBAND SERVICES

Shall Aurora restore local authority and be authorized to provide high-speed internet services (advanced services) as defined by § 29-27-101 – 304 of the Colorado Revised Statutes to residents, businesses, schools, libraries, nonprofit entities, and other users of such services, without limiting its home rule authority?

YES _______               NO _______
**Item Title:** Review of the procurement process for the 2019 federal lobbying contract.

**Item Initiator:** Venegas, Roberto - Assistant City Mgr - General Management

**Staff Source:** Venegas, Roberto - Assistant City Mgr - General Management

**City Manager/Deputy City Manager Signature:** Jason Batchelor

**Council Goal:** 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

**PREVIOUS ACTIONS OR REVIEWS:**

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**Actions Taken:** ☒ Recommends

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**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 of Aurora has historically contracted with a third party to provide city-wide federal lobbying services. Holland & Knight (H&K) was awarded the contract to provide those services beginning in 2015. Subsequently from 2016 through 2018, the City Council approved three, one-year extensions to the contract with H&K.

**Procurement process:** The RFP for the federal lobbying contract has historically been issued in the summer or early fall prior to the contract start date of January 1st of the following year (see attached the most recent RFP issued in 2015 for federal lobbying services). For the federal lobbying contract, the RFP has asked for bidders to provide responses to the following areas:
Company: Describe the background of your firm, the number of years the firm has been in business, owners, management personnel, etc. Describe the company’s previous and current experience in representing local governments.

Professional Experience: Provide the name and role of each individual who would be assigned to the city’s contract. Identify the individual who would serve as the city’s primary contact. In addition, please provide a brief educational and professional background as well as a description of experience with municipalities for these individuals, and experience relating specifically to lobbying services.

Approach: Describe your firm’s approach to providing the required services. Provide your current client list and how your firm will accommodate the needs of all its clients. Please identify any potential conflicts with existing or future clients and how they will be addressed.

References: Provide at least three (3) client references for similar requirements. These references should reflect services provided by the individuals proposed for the city’s contract.

Price: Provide a fixed annual retainer fee and breakdown of estimated expenses.

Applicants are given approximately 14 to 21 days to respond to the RFP, with a pre-proposal meeting held during that period to answer any questions from potential bidders. Submitted proposals are evaluated based on Aurora municipal code 2-671(4), which addresses the criteria that must be used for selecting "the most advantageous proposal." Those criteria include: 1) technical ability; 2) previous experience and performance; 3) qualifications of personnel; 4) ability to meet schedule, and; 5) price. Proposals are scored on a 100 point scale, with a maximum 20 points given to each of the five areas above.

Historically, staff directly involved in the city's federal lobbying efforts and members of the FSIR committee read and score all submitted proposals on the 100 point scale outlined above. Top scored applicants have been brought in for interviews with the selection panel. After the interviews, the panel selects a finalist and agrees to contract terms. That contract is forwarded to the full Council for approval.

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

Per our purchasing rules, the current federal lobbying contract must be put out to bid for 2019. Staff is proposing the following selection process (consistent with our historical practice):

- An interview panel consisting of the members of the FSIR committee, Assistant City Manager Roberto Venegas, Kathy Kitzmann (Water), and Mac Callison (Transportation).

- A timeline including the following tentative dates:

  Week of August 27, 2018: RFP Released

  Week of September 3, 2018: Pre-proposal conference

  Week of September 17, 2018: Proposals due to the Office of Purchasing Services

  September 17-24, 2018: Evaluation and ranking of top firms by panel consisting of three city staff and members of the FSIR committee
September 25, 2018: Notification of short-listed firms for interviews

Week of October 1, 2018: Interviews with finalists

October 5, 2018: Selection of top-ranked firm

October 9, 2018: Negotiations with top-ranked firm completed

October 29, 2018: Award presented to Council at Study Session

November 19, 2018: Council approval

November 26, 2018: Reconsideration period ends

QUESTIONS FOR COUNCIL
Does Council approve of the federal lobbying contract RFP process and timeline as proposed?

LEGAL COMMENTS
Each request for proposal shall define the method of evaluation to be used to select the most advantageous proposal. The factors to be considered in determining the most advantageous proposal shall include but not be limited to the following:

a. Technical ability
b. Previous experience and performance
c. Qualifications of personnel
d. Ability to meet schedule; and
e. Price
Sec. 2-671(4). (Hyman)

PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)
☒ Yes ☐ No

The current federal lobbying contract is for $125,000. Until the RFP process has been completed and bids received, staff can not anticipate an exact contact amount. However, staff anticipates there will be a general fund expenditure approximate to the current contract value.

ORG USED: Intergovernmental Relations – 17024

PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)
☒ Not Applicable ☐ Significant ☐ Nominal

N/A

EXHIBITS ATTACHED:

Holland Knight Contract.docx
FSIR Draft Minutes 7-27-18.docx
PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: Federal Lobbying Services
FILE NO.: R1674
P.O. NO.: 

(Version PSA 05 2014)
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<td>Compensation</td>
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<tr>
<td>Attachment 4</td>
<td>Certificates of Insurance</td>
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</tbody>
</table>
AGREEMENT

This Agreement is made as of the 26th day of December, 2014, by and between the City of Aurora, Colorado ("City"), and Holland & Knight LLP ("Consultant"), a Limited Liability Partnership with a principal place of business at 800 17th Street NW, Suite 1100, Washington DC 20006.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Work

A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in Attachment 1, attached hereto and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Consultant’s Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City’s objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant’s services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant’s compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant’s services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant’s negligent acts, errors or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.

D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant’s staffing for required services. Such changes, including any increase in the amount of the Consultant’s compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.
Section 2 - Authority

A. Roberto Venegas ("Project Manager") is the City’s Project Manager and the City’s authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by him. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora’s City Council.

B. Richard Gold ("Consultant’s Representative") is Consultant’s representative for the Work. Consultant’s Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant’s responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the City as required by applicable law, issuance of a Purchase Order from the City, and in accordance with the milestone schedule set forth in Attachment 2, attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Aurora City Council and issuance of a notice to proceed until December 31, 2015. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, is intended to cover the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed One Hundred and Twenty Thousand and 00/100 dollars ($120,000.00) as more fully set forth in Attachment 3, attached hereto and incorporated into this Agreement. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2015 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and it its sole discretion, appropriate additional
amounts to reflect extensions of this Agreement beyond the close of the 2015 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. Nothing in this Agreement is a pledge of the City’s credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

D. The City shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in Attachment 3.

E. Consultant shall submit monthly invoices to be approved by the City’s Project Manager. Consultant shall submit its monthly invoices no later than close of business on the fourteenth (14th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Upon submission of an approved Consultant invoice, in the proper form, to the City, payment shall be issued. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 - Staffing

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Gold</td>
<td>Partner (Project Manager)</td>
</tr>
<tr>
<td>Lauri Hettinger</td>
<td>Senior Policy Advisor (Daily Contact)</td>
</tr>
</tbody>
</table>

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel, or require the replacement of any Consultant personnel; however such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.
B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Attachment 4. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, Attachment 4.

C. The Consultant’s policy will be primary and non-contributory with respect to any and all insurance policies purchased by the additional insured, except that Consultant’s Workers’ Compensation and Employer’s Liability Insurance is primary, but does not contain a noncontributory provision.

Section 7 - The City’s Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;

2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;

3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;
4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not liable for delays in performing the Work which are caused by the City, the City’s other Consultants, or events which are outside the control of the Parties and could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. 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 Consultant 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 under this Agreement, inclusive of termination costs, 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. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is
terminated for the City’s convenience; provided however, in no event shall the City’s total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City’s subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City’s Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant’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.

4. 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.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;
3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers’ Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Richard Gold, Partner
Holland & Knight LLP
800 17th St. NW, Suite 1100
Washington, DC 20006

E. The Federal Lobbying Services provided under this Agreement will be for “law related services” and not “legal services” as provided for by District of Columbia Bar Opinion 344. Accordingly, Consultant will not be acting as counsel to the City but rather as lobbyists performing law-related services. Therefore, the usual protections accompanying a client-lawyer relationship do not apply to the performance of services by Consultant under this Agreement, including the specific rules governing lawyers and client confidential information and lawyers and conflict of interest rules. However, Consultant will keep the City’s information confidential, and, while Consultant’s lawyers will not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to the City, Consultant will not undertake lobbying services for another client adverse to the City on this matter.
Section 11 - Examination of Records (This section applies if this Agreement exceeds $10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant’s directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 - Illegal Alien

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Consultant shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. VERIFICATION REGARDING ILLEGAL ALIENS: By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. LIMITATIONS: Consultant 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 CONSULTANT: If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

1. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant 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 an illegal alien.

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Consultant 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 contract, if the Consultant violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.
In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: ____________________________

Name: __________________________

Title: __________________________

Date: _________________, 20_____

ATTEST:

___________________________
City Clerk

RISK MANAGEMENT: __________________________
Risk Manager

APPROVED AS TO FORM: __________________________
Assistant City Attorney

CONSULTANT

By: ____________________________

(Signature)

Name: ____________________________

(Type or Print)

Title: ____________________________

Date: _________________, 20______
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable, provided, however, that subcontractors, if any, are covered only to the extent that Consultant is vicariously liable.

**Commercial General Liability Insurance.** The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:
- $2,000,000 each occurrence
- $4,000,000 general aggregate
- $4,000,000 products and completed operations

**Commercial Automobile Liability Insurance.** The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident.

**Workers’ Compensation and Employers Liability Insurance.** The Consultant shall maintain Workers’ Compensation Insurance with limits in accordance with the provisions of the Workers’ Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

**Umbrella/Excess Liability Insurance.** The Consultant shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in this agreement which is as least as broad as the underlying policies. Policy limits with minimum limits of not less than Two Million Dollars ($2,000,000) per occurrence. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

**Subcontractor’s Insurance** It shall be the responsibility of the Consultant to ensure that subcontractors maintain:

A. Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and

B. Worker’s Compensation Insurance with limits in accordance with the provisions of the Workers’ Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.
The Consultant is responsible for verifying that the subcontractor’s insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

**Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

**Additional Insured.** The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement for the Commercial General Liability, Auto Liability and Excess Liability insurance policies and the certificate of insurance will include this specific language along with a copy of the endorsement. Additional insured status will be provided by a “when required written contract endorsement”, not by a standalone endorsement naming specific parties. Copies of certificates of insurance and endorsements have been reviewed by and approved by the City of Aurora.

**Certificates of Insurance.** Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be canceled, or materially changed by Consultant without thirty (30) days prior written notice to the City except that only ten (10) days notice will be provided for cancellation due to non-payment. All certificates of insurance must be kept in force throughout the duration of the services. If any of Consultant's or its subcontractor’s coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract, provided, however, if the City of Aurora changes the insurance requirements and consultant does not comply with the modified requirements, the City of Aurora’s sole remedy shall be termination of the contract and Consultant shall not be liable for any damages arising from such termination. **The Consultant's policy will be primary and non-contributory with respect to the General Liability and Excess Liability insurance policies purchased by the additional insured.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

**Professional Liability Insurance.** The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars ($2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor (to the extent Consultant is vicariously liable) and any other parties for whom it may be liable which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant’s Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.
Members Present: Council Member Angela Lawson, Chair; Council Member Nicole Johnston, Vice-Chair, Council Member Crystal Murillo, Member


1. APPROVAL OF MINUTES FROM MAY 11, 2018 MEETING
Minutes from June 15, 2018 meeting were approved as written.

2. State Legislative Update
Summary of Issue and Discussion: Matt La Crue from Dentons gave an update on current State legislative issues. He said that out of the 35 seats in the Senate there are 17 up for reelection in November. In the House all 65 seats are up for reelection. Aurora’s delegation does not have any contested seats, so they will all be returning. Council Member Angela Lawson asked for more information regarding interim committees. Amy Stephens said that she has provided the final language for all the ballot initiatives that are circulating for signatures. After August 6 when the final decision is made on what will be on the ballot they can move forward with discussions. Council Member Johnston asked about Amendment 71. A. Stephens said that the amount of signatures is still the same and it is up to the Secretary of State to figure out the validity of the signatures. CM Johnston wanted clarification on the status of the legal challenge to the “Raising the Bar” case. Mike Hyman, City Attorney, said that it was still winding its way through the courts. M. La Crue said that everything is in discussion right now with regard to interim committees. They will know more on the directions the initiatives will go in September. In addition, the list of potential bills emerging from interim committees will be discussed in late September or October.

Outcome: Information only.

Follow-up Action: None.

3. Transportation Ballot Initiative Update
Summary of Issue and Discussion: Carla Perez gave a presentation on the Let’s Go, Colorado 2018 ballot initiative. Their proposal is to increase the state’s sales tax by 0.62% to fund longstanding transportation projects. 45% of new revenue will go to the State Highway Fund, 20% to local cities transportation funds and 20% to counties. The remaining 15% will go to the Multi-modal Options Fund. CM Johnston asked when the final language will be available for the Blue Book. The E470 group has asked her to speak on this topic and she would like to have the correct language to present. C. Perez said that the final language for ballot initiative 153 will be available 30 days before the election.
Outcome: CM Lawson asked if the committee would agree to move this presentation forward to study session for all of Council to hear and determine if they want to do a resolution of support for Ballot Initiative 153. CM Murillo, CM Johnston and CM Lawson agreed to move the presentation to study session.

Follow-up Action: Roberto Venegas will add the presentation to a study session in August.

4. Public Safety Grant Update

Summary of Issue and Discussion: Mathew Wasserburger gave an update on the fire departments grant history and process. He said that they do not have a grant writer for the department. Grants are usually identified by individuals in a division and they are brought forward to the executive staff. Executive staff will then review the criteria and determine if it would be worth applying for. Then each department is asked to move forward with the application process. R. Venegas said that they have been working with Chief Gray on figuring out how to use administrative staff, lobbyists, and government agencies more effectively in procuring grant money. CM Lawson said that she thinks a lot of the grants could really impact the community and thinks they are worth going after. R. Venegas responded that the grants are very specific and detailed and Aurora does not always meet the criteria in population or economic status. It’s all about finding the right grant. CM Johnston wanted to know who exactly does the applications for the grants. M. Wasserburger said that each division identifies a grant. Once executive staff approves, a group from the originating division will complete the application process with the help of fire business services. CM Johnston asked if there is a process to identify what grants are available. M. Wasserburger said they use various sources such as ECIVIS and the front desk staff does research and forwards whatever she finds to the different divisions. R. Venegas said there is a grants distribution list from the city’s federal lobbyist group that goes to Carol Toth in finance. She then distributes the grant list to any applicable department in the city. CM Johnston asked who helps filter which grants should be applied for and which ones do not meet the right criteria? R. Venegas said that they get a lot of help from the federal lobbyist since they have more expertise.

Council Member Murillo mentioned the Transforming Safety grants. The second round of funding is up and there is $640,000 available. That may be a potential opportunity for fire and police to apply for funds.

Jennifer Campbell gave an update on the police department’s grant history and process. She said that for the police department the process usually starts with a need. At the end of each year the department identifies needs. That is forwarded to J. Campbell, who is the grant specialist/writer, who then looks for the grants that might meet that need. CM Lawson asked if some of the grants require a certain outreach effort. J. Campbell said that a lot of the grants encourage community partnerships. Federal grants are more focused on research so they want to look at what they are doing in the community and see if it is working. There is no specific requirement for community outreach. There are some grants that require them to inform the community that they received the grant. CM Johnston wanted clarification on the difference between police who have a grant writer and fire that uses staff from different departments to apply for grants. She also pointed out that police with a designated grant writer seems to receive more grants than fire which does not have a designated grant writer. R. Venegas said that when the city needs help writing a complicated grant they will hire a third party to assist.
5. **2019 Federal Lobbying RFP Update**

**Summary of Issue and Discussion:** R. Venegas gave an update on the RFP process for procuring a federal lobbyist for 2019. The process requires approval of the FSIR committee, so it can then be forwarded to City Council for their approval. R. Venegas explained that the contracts are awarded for one year and then given a certain number of one year extensions. So the firm has to prove themselves every year in order to renew the contract. Holland & Knight was awarded the contract in 2015 and has been awarded 3 extensions. Now, per procurement rules, the city has to put the contract out to bid again. The process that staff is proposing is that the FSIR policy committee members will serve on the interview panel along with staff members who are involved in the process. The RFP will go out, there will be a preconference, once the submissions come back, interviews are scheduled and the proposals are scored. Then the panel makes a selection. This process requires the panel to make a selection, not just a recommendation. The selected vendor will go to full Council for approval. Council has the option to vote up or down on the vendor recommended by the panel. R. Venegas said that historically the city has used this same process and he wants to take the process to council for approval so that everyone is on the same page on how it works. First R. Venegas asked the committee members if they wanted to participate in the selection process. All committee members agreed to participate.

**Outcome:** Staff recommended that the lobbyist selection process be brought to Council for approval. The committee agreed to have the RFP process taken to Council for approval.

**Follow-up Action:** R. Venegas will put the proposed lobbyist selection process on the August study session agenda.

6. **MISCELLANEOUS MATTERS FOR CONSIDERATION**

CM Lawson mentioned referendum #SCR 004 and 005 regarding the redistricting commission. Mayor LeGare received an email from Representative Weissman asking the committee to have Representative Dunn give a presentation on the two initiatives. The committee members agreed to have Dunn come and give a presentation. R. Venegas will schedule it for the August FSIR meeting if she is available.

Randy Simpson gave an update on Senate bill 3157 Streamlining the Rapid Evolution And Modernization of Leading-edge Infrastructure Necessary to Enhance (STREAMLINE) Small Cell Deployment Act. In sum, S. 3157 is an unwarranted and significant federal intrusion into both state and local government authority. It would create a situation where all users of state and local government property follow one set of rules as determined by the state or local government, while owners of small cell wireless facilities get a special set of rules where the federal government has determined it is appropriate to preempt these traditional areas of state and local control. R. Simpson asked if the committee would agree to him signing a letter opposing the
legislation and sending the letter to Senator Gardner and Representative DeGette. CM Lawson asked if the FSIR committee has the authority to agree to let R. Simpson sign the letter without the City Council’s consent. R. Venegas said yes, but as a courtesy the committee would usually let the Council know that the committee has given its consent to send out the letter and find out if the Council has any objections. Since there is some urgency to the letter they can send out the information in an email to all of Council.

M. Hyman gave a brief overview of the Just Compensation/Takings measure. This measure will have implications that will go beyond oil and gas. It could have an effect on other projects and businesses in the city. It opens the doors for lawsuits and legal action that would not be beneficial to the city. CM Johnston said that Sam Mamet from CML has been very vocal in his opposition to this initiative. Staff asked if the committee would agree to have Sam Mamet present this issue to the next study session in order to ask Council to draft a resolution opposing the measure. All committee members agreed to move the issue forward to the next study session on August 20.

Follow-up Action: R. Venegas will forward the letter related to Senate bill 3157 (Small Cell Deployment) to the full Council, asking for any objection to FSIR’s approval of the letter.

7. CONFIRM NEXT MEETING
The next meeting is scheduled for August 24, 2018, 3:30 PM in the Mt. Elbert conference room.

Approved:

CM Angela Lawson   Date
Committee Chair