



NOTICE OF COUNCIL MEETING

STUDY SESSION

TELECONFERENCE (Open to the Public)

May 17, 2021

6:30 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the May 17th Study Session by teleconference due to concerns surrounding the COVID-19 (coronavirus) outbreak. To keep the members of our community, employees and leaders safe, there will be no public presence at the meeting. Members of the public and media will be able to participate remotely through the options listed below:

View or listen live to the Study Session

Live streamed at www.auroraTV.org
Cable Channels 8 and 880 in Aurora
Call: 855.695.3475

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk at (303) 739-7094. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, May 17, 2021 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)

For other information regarding public meetings, please contact the Office of the City Clerk at (303) 739-7094 or by email at CityClerk@auroragov.org, or visit www.auroragov.org



AGENDA

Study Session of the Aurora City Council

Monday, May 17, 2021

6:30 p.m.

VIRTUAL MEETING

City of Aurora, Colorado
15151 E Alameda Parkway

Pages

1. ITEMS FROM THE MAYOR

1.a. Mayor's Update

1.b. Issue Update

2. CONSENT CALENDAR

2.a. Second Amendment to King Ranch Annexation Agreement

4

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

2.b. RAVEN MOU Resolution 2021

32

Michael Gaskill, Police Lieutenant / Megan Platt, Assistant City Attorney

2.c. Consideration to appoint one (1) member to the Homestake Steering Committee

70

Dan Mikesell, Director of Operations, Aurora Water/ Dave Lathers, Senior Assistant City Attorney

2.d. Consideration to reappoint one (1) member to the Election Commission

76

Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney

2.e. Consideration to appoint one (1) member to the Joint Water Authority

90

Dan Mikesell, Director of Operations, Aurora Water/Dave Lathers, Senior Assistant City Attorney

- 2.f. **Consideration to reappoint one (1) member and appoint two (2) new members to the Veterans Affairs Commission** 96

Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney

- 2.g. **Consideration to appoint one (1) member and reappoint two (2) members to the Metropolitan Wastewater Reclamation District Board** 106

Jo Ann Giddings, Deputy Director of Aurora Water Financial Administration/Dave Lathers, Senior Assistant City Attorney

3. **ITEMS FROM THE POLICY COMMITTEES**

- 3.a. **CREATION AND COMPOSITION OF THE VETERAN’S AFFAIRS COMMISSION ORDINANCE** 120

Jamie Laduke, Aurora Learn Supervisor / David Lathers, Senior Assistant City Attorney

- 3.b. **Funding Archway Housing & Services, Inc. Resolution** 129

Rodney M. Milton, Manager of Community Development/ Tim Joyce, Assistant City Attorney

- 3.c. **Funding SecorCares with Community Development Block Grant COVID-19 Funding to Provide Meal Activities Resolution** 156

Rodney M. Milton, Manager of Community Development/ Tim Joyce, Assistant City Attorney

- 3.d. **Funding Rocky Mountain Welcome Center with Community Development Block Grant COVID-19 Resolution** 179

Rodney M. Milton, Manager of Community Development/ Tim Joyce, Assistant City Attorney

4. **ITEMS FROM CITY THE MANAGER**

- 4.a. **Update from Denver International Airport** 202

Outside Speaker: Cristal DeHerrera, Executive Vice President/Chief of Staff

Luke Palmisano, Intergovernmental Rltns Mgr/Michelle Gardner Senior Assistant City Attorney/Jack Bajorek, Deputy City Attorney

4.b. State Legislative Update 219

Luke Palmisano, Intergovernmental Relations Manager/Rachel Allen, Client Relations Manager

4.c. IT Capital Presentation 230

Scott Newman, Chief Information Officer

Estimated time: 1 hour

5. ITEMS FROM THE CITY COUNCIL

5.a. Restorative Justice Resolution 292

Sponsors: Council Member Gardner, Council Member Hiltz, Council Member Lawson

Outside Speakers: Toby Plucinski and Kathleen McGoey

Staff: Jessica Prosser, Director of Housing and Community Services / Angela Garcia, Senior Assistant City Attorney / Hans Hernandez, Assistant City Attorney

Estimated time: 30 minutes

5.b. CML Board Nomination Support Letter 299

Sponsor: Council Member Lawson

6. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS

7. MISCELLANEOUS ITEMS

7.a. Body Worn Camera Presentation 303

Marty Garland, Lieutenant ESS/ Megan Platt, Assistant City Attorney

8. ITEMS REMOVED FROM THE AGENDA, IF ANY

9. POLICY COMMITTEE MINUTES



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration of approval by the City Council of the City of Aurora, Colorado of the Second Amendment to the Annexation Agreement, dated March 16, 1987, recorded in the Office of the Clerk and Recorder for Adams County, Colorado, on April 28, 1987, in Boo

Item Initiator: Jacob Cox, Manager of Development Assistance

Staff Source/Legal Source: Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Outside Speaker: John O'Dorisio, Attorney at Law at Robinson, Waters, & O'Dorisio, P.C.

Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/24/2021

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

- ☐ Approve Item as proposed at Study Session ☐ Information Only
- ☒ Approve Item and Move Forward to Regular Meeting
- ☐ Approve Item as proposed at Regular Meeting
- ☐ Approve Item with Waiver of Reconsideration
Why is a waiver needed? N/A

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The original Annexation Agreement concerns approximately 2,689.5 acres of land generally located at the southwest corner of 56th Avenue and Monaghan Road and as legally described in the Annexation Agreement. This agreement was approved by City Council and executed in 1987.

In 2002, the Agreement was amended to include an additional 1.795 acres. This amendment was also approved by City Council and recorded in 2003. For reference, the amended Annexation Agreement is attached to this commentary.

This second amendment concerns the 527.72-acre parcel of land, also known as 'King Ranch', as depicted in the vicinity map attached to this commentary and as described in Exhibit A of the second amendment.

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

The applicant is requesting the City approve a second amendment to the Annexation Agreement from 1987. The original agreement references a map that indicates part of the area is zoned for residential purposes. The City has subsequently rezoned the area for commercial and industrial land uses as part of the Unified Development Ordinance (UDO), and all parties agree that commercial and industrial uses are appropriate for the area.

This second amendment clarifies the understanding of all parties that the property in question will only be zoned for commercial and industrial purposes, per the City's current zoning designation.

QUESTIONS FOR COUNCIL

Does City Council wish to approve this item to move forward to regular meeting?

LEGAL COMMENTS

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. [*Superior v. Midcities Co., 933 P.2d 596 \(Colo.1997\)*](#). This Annexation Agreement memorializes those conditions. (Rulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The Annexation Agreement obligated the city to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at the time of development. The amended Annexation Agreement will encourage significant commercial and industrial development of the King Ranch property.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The amended Annexation Agreement will permit the property owner to move forward with their commercial and industrial development plans.

AMENDMENT TO ANNEXATION AGREEMENT

THIS AMENDMENT to Annexation Agreement is made and entered into this 17 day of December, 2002, by and between BLUE SPRUCE ENERGY CENTER, LLC (hereinafter "BLUE SPRUCE") and THE CITY OF AURORA, COLORADO (hereinafter "CITY").

Recitals

A. Bill L. Walters, as Annexor, and CITY entered into a certain Annexation Agreement dated March 16, 1987, recorded in the Office of the Clerk and Recorder for Adams County, Colorado, on April 28, 1987, in Book 3308, Page 237, under Reception No. B736128.

B. Annexor's successor, BLUE SPRUCE, and CITY desire to amend Exhibit A, "Legal Description for King Ranch," of said Agreement to add 1.795 acres, as more particularly set below.

Agreement

1. The legal description for King Ranch, Exhibit A of the Annexation Agreement, is amended by the addition of Exhibit A attached hereto and incorporated herein by this reference, which Exhibit describes 1.795 acres to be included under the terms of the Annexation Agreement.

2. Except as set forth herein, all terms and provisions of the Annexation Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

BLUE SPRUCE ENERGY CENTER, LLC

By *James J. Shield*

ILLINOIS
State of ~~Colorado~~)
County of LAKE

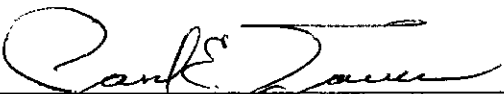
Subscribed and sworn to before me this 17 day of DECEMBER, 2002, by
JAMES J. Shield

My commission expires:
11/9/05
[SEAL]

Judith A. Nommensen
Notary Public



CITY OF AURORA, COLORADO

By 
PAUL E. TAUER, Mayor

ATTEST


DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM: 

EXHIBIT A
(Legal description of property to be annexed)

A parcel of land in the Southeast Quarter of Section 32, Township 3 South, Range 65 West of the 6th Principal Meridian, Adams County, Colorado, more particularly described as follows:

COMMENCING at the Southwest Corner of said Southeast Quarter,
thence the Southeast Corner of said Section 32 bears S89°58'48"E a distance of 2645.75 feet;
thence S89°58'48"E along the southerly line of said Southeast Quarter a distance of 746.00 feet;
thence N00°26'13"W along the easterly line of a parcel of land described in Book 361 at Page 529 in the Adams County Clerk and Recorder's Office and parallel with the easterly line of said Southeast Quarter a distance of 836.76 feet to the northerly line of a parcel of land described in Book 3308 at Page 871 in the Adams County Clerk and Recorder's Office, POINT OF BEGINNING;
thence continuing N00°26'13"W along the easterly line of said parcel of land described in Book 361 at Page 529 a distance of 1139.96 feet;
thence S83°13'55"E along the southerly line of a parcel of land described in Book 35 at Page 375 and Book 408 at Page 52, all in the Adams County Clerk and Recorder's Office a distance of 65.41 feet;
thence S00°50'21"E along the westerly line of said parcel of land described in Book 3308 at Page 871 a distance of 1131.78 feet;
thence S89°33'47"W along the northerly line of said parcel of land described in Book 3308 at Page 871 a distance of 72.84 feet to the POINT OF BEGINNING.

Said Parcel contains 1.795 Acres, more or less.

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of March, 1987, by and between BILL L. WALTERS; hereinafter referred to as "Annexor" and the CITY OF AURORA, a municipal corporation of the Counties of Adams and Arapahoe, State of Colorado, hereinafter referred to as "City."

WHEREAS, ANNEXOR is the owner of the property described in exhibit "A", attached hereto (the "Property"), and has filed a petition to annex said property to the CITY.

In consideration of the covenants and promises of the parties hereto,

IT IS AGREED:

I

DEFINITIONS

"Annexor" as used in this Agreement shall mean and refer to ANNEXOR, its successors, assigns and designees, including but not limited to one or more designee Districts as hereafter defined.

"District" when used herein shall mean and refer to any general, special and/or metropolitan district organized to provide facilities and/or services to the Property pursuant to Title 32, Colorado Revised Statutes, 1973.

"E-470 Highway" shall mean the right-of-way width ultimately necessary to accommodate the required travel lanes and drainage crossings.

"Streets" shall mean and refer to residential, commercial, collector, minor and principal arterial streets and roadways.

"Sewer Interceptor Lines" shall mean and refer to sewer lines larger than twelve inches (12") in diameter.

"Water Transmission Lines" shall mean and refer to water lines larger than twelve inches (12") in diameter.

"Extraordinary Public Improvements" shall generally mean those improvements which have Citywide or regional benefits or are in excess of ANNEXOR's responsibilities under this Agreement. Examples of such extraordinary improvements shall include but not be limited to; the oversizing of streets, bridges, crossings and street improvements, signage and signalization, connecting roads, interchanges and associated facilities, regional parks and recreation facilities, studies and improvements as required.

"Public Land Credit" shall be comprised of all tracts of land dedicated to City for Public Use, excepting streets, schools and utility rights-of-way. Public Land shall be exempt from the Water Transmission Development Fee, Sewer Interceptor Development Fee and Off-site Traffic Impact Fee provided for herein.

II

STREETS AND CROSSINGS

- A. ANNEXOR shall dedicate rights-of-way, and design and fully improve to CITY's standards all public streets within the Property, and one-half of public streets abutting Property. Such dedication of streets shall occur pro-rata at the time of plat based on the acreage of each plat at the time of such platting unless otherwise reasonably requested by CITY for construction of regional transportation corridors (56th Avenue, 48th Avenue and the Monaghan Expressway). Dedication shall include rights-of-way for all arterials, and that portion of E-470 Highway as shown on Exhibit B within Section 20. Designs and improvements shall include all reasonable bridge crossings within Property and a proportionate share, as reasonably determined by CITY, of crossings abutting Property.
- B. ANNEXOR shall pay a per acre off-site traffic impact fee as established by ordinance. Such fee shall be payable pro rata based on the acreage of each plat at the time of such platting, less the Public Land Credit as defined in Article I herein. CITY commits that such fees shall be used solely for off-site roadway improvements. ANNEXOR agrees to include the Property in Districts or other mechanisms reasonably established by CITY for improvement of roadways.

III

WATER AND SEWER

- A. CITY agrees to provide water and water taps and sewer and sewer taps adequate to serve the Property as fully zoned in accordance with the Land Use Parameters set forth in Exhibit

B attached hereto. ANNEXOR will pay the tap fees as are required by CITY at time said taps are needed. ANNEXOR hereby agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any uniformly applied water and sewer tap allocation program of CITY.

- B. CITY will provide water transmission lines and sanitary sewer interceptor lines to serve the Property, as needed for development, within a reasonable time period but no sooner than 180 days after notification to CITY by ANNEXOR of need. ANNEXOR shall pay the per-acre water transmission and sewer interceptor fees as established by Council ordinance, pro-rata, based on the acreage of each plat, at the time of such platting, less the Public Land Credit as defined in Article I, herein. Such fees will be used by CITY to extend transmission and interceptor lines to serve the Property. The pro-rata water transmission and sewer interceptor fees shall be due when the Property is platted or at the time service is requested, whichever is earlier. The fee amount per-acre shall be that in effect at the time of payment. If fees paid are insufficient to fund extension, CITY and ANNEXOR shall enter into an extension/ payback agreement as provided in Article VI herein. Water distribution and sewer collection facilities within Property shall be installed by ANNEXOR. ANNEXOR agrees to dedicate at the time of platting all utility easements necessary for water and sewer lines. ANNEXOR shall convey deep well water rights underlying Property to CITY within 180 days of final annexation.

IV

STORM DRAINAGE

ANNEXOR shall dedicate rights-of-way, and design and construct storm drainage facilities within the Property in conformance with the regulations and ordinances of the CITY. Such dedication, design and construction shall be required pro-rata, based on the acreage of each plat, at the time of such platting unless otherwise agreed to by CITY and ANNEXOR. ANNEXOR will participate in the CITY drainage basin program, including payment of per acre drainage basin fees, which will pay for the basin-wide facilities established by CITY's master drainage plan. The per acre drainage basin fee shall be payable, pro-rata based on the acreage of each plat, at the time of such platting, unless otherwise agreed to by CITY and ANNEXOR.

V

PUBLIC LANDS

- A. ANNEXOR will dedicate public lands, or pay cash in lieu of land if required by CITY, at the time of platting to provide parks and municipal services to Property. Lands dedicated shall be comprised of six percent (6%) of residential and two percent (2%) of non-residential lands. ANNEXOR will pay a per unit park development fee, as enacted by ordinance, at the time of residential building permit application.
- B. To the extent any portion of the Property is to be zoned and used for residential purposes, ANNEXOR agrees to enter into an agreement with the appropriate school district to provide for dedication to the district of an amount of land equal to four percent (4%) of the residential property, or cash in lieu of land based upon the value of unimproved, residentially zoned land. Such land dedication or cash-in-lieu dedication shall occur pro-rata at the time of the platting of the Property for residential uses. In the event ANNEXOR and school district are unable to reach agreement, at the time of platting, CITY shall require the appropriate dedication or cash in lieu of land in addition to any other dedication provided herein.
- C. In the event that the Property is later rezoned to include additional residential uses, CITY may require additional land dedication or cash in lieu at the time of platting.

VI

PUBLIC FACILITY EXTENSION

Extension of water and sewer lines, streets, storm drainage, street lighting, traffic control devices and other public improvements from the developed areas of the CITY to the Property may be pursuant to a payback agreement to reimburse ANNEXOR from lands abutting such facilities for ANNEXOR's costs to extend public facilities which benefit such intervening lands. If extension is infeasible, temporary infrastructure improvements may be provided subject to agreement of the parties.

VII

URBAN SERVICES

ANNEXOR acknowledges that the Property is beyond the area of existing CITY services. In order to provide additional revenue for expansion of all services to the property in the event it develops prior to extension of urban services, CITY shall require ANNEXOR to pay an Urban Services Extension fee upon the granting of a certificate of occupancy as enacted by CITY ordinance. Urban Services includes but is not limited to police, fire, libraries and street maintenance.

VIII

ZONING

- A. The parties are entering into this Agreement upon the understanding that granting of the zoning of the Property in substantial conformance with the Land Use Parameters provided in Exhibit B attached hereto and incorporated herein by this reference is a condition to the annexation of the Property. The Land Use Parameters set forth in Exhibit B establish the guidelines to be used by CITY in reviewing the Application for Rezoning including the General Development Plan and Design Guidelines. The Land Use Parameters, as shown on Exhibit B, provide for a range of acceptable residential locations and densities (overall residential gross density is equal to approximately 3.5 du/ac), non-residential locations and Floor Area Ratios (F.A.R.'s within E-470 Highway Corridor and 56th Avenue Corridor equal to .5, industrial F.A.R.'s equal to .4; all other F.A.R.'s are equal to .25), Public Lands acreage, major transportation arterials and delineation of the proposed 60 Ldn contour.
- B. If the zoning and related documents are not approved by appropriate ordinance in conformance with the Land Use Parameters within ninety (90) days from the date of this Annexation Agreement, unless extended by mutual agreement, ANNEXOR may deannex all or a portion of Property from CITY and CITY covenants that it will not object to such deannexation. Upon such disconnection, CITY and ANNEXOR shall have no further obligations or responsibilities under this Agreement, and this Agreement shall be void and of no further force or effect to such disconnected portion of Property. This remedy of deannexation shall not be limited to those remedies provided to ANNEXOR pursuant to Section 31-12-119, Colorado Revised Statutes, 1973.

- C. Due to the Property's location with respect to the proposed new international airport, ANNEXOR agrees to be bound by all reasonable noise ordinances passed by CITY, including the proposed 60 Ldn Ordinance. ANNEXOR and CITY agree that ANNEXOR may rezone all or a portion of the Property, originally affected by a 60 Ldn Contour generated by the proposed new international airport from non-residential to residential uses upon demonstrating to the satisfaction of CITY that said Property is no longer within a 60 Ldn Contour.

IX

GENERAL PROVISIONS

Special Districts:

- A. Subject to CITY's rights of review and approval or denial under the laws of the State of Colorado, CITY shall consider and may approve the creation of one or more districts, including but not limited to special districts, general improvement districts and metropolitan districts, authorized pursuant to Title 31 and Title 32, C.R.S. 1973 ("District(s)"), from time to time as requested by ANNEXOR, for the purpose of the acquisition, construction, installation, financing and/or maintenance of certain capital improvements and facilities, and for the provision of certain services which may be required to develop the Property. Any approval of such districts, when requested by ANNEXOR, shall provide that no District shall levy, charge or collect a sales tax except that the District may enter into an intergovernmental agreement with CITY to fund Extraordinary Public Improvements as described in Article IX-B.

Extraordinary Improvements:

- B. Subject to the conditions hereafter provided, and the exercise of CITY's sole discretion, CITY agrees to utilize or allow to be utilized, for the purposes described hereafter, an amount not to exceed and measured by Twenty-five Percent (25%) of CITY's share of the CITY sales taxes generated and collected within the Property. Such amount shall hereinafter be referred to as the "Extraordinary Public Improvements Monies." Subject to the limitations described in this Paragraph, the Extraordinary Public Improvements Monies shall be utilized by CITY, ANNEXOR, or a District or Districts created by ANNEXOR to the extent such Monies are generated and sales taxes collected

within the Property, for payment of bonded indebtedness or other financing of Extraordinary Public Improvements, as defined in Article I of this Agreement. Payments of the Extraordinary Public Improvement Monies shall be made to CITY, ANNEXOR, or such District(s) as have undertaken responsibility for the improvement upon approval by CITY of the specific improvements to be financed, the method of financing and the amount to be expended. Upon CITY granting such approval, CITY's obligation hereunder shall continue until all debt instruments issued to fund such facilities have been retired, but not later than thirty-five (35) years from the date of annexation. The provisions of this Article X may be implemented pursuant to an intergovernmental agreement between CITY and the District or District's contemplated by Article IX-A of this Agreement.

Fees:

- C. All fees recited in this Agreement shall be subject to amendment by City Council by ordinance. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein.

Assignment of Agreement:

- D. This Agreement shall be recorded with the Clerk and Recorder in Adams County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Any and all of the rights, duties and obligations of ANNEXOR hereunder may be assigned by ANNEXOR to any person or entity when portions of the property are leased or conveyed to such persons or entities. In such event, the assignee will assume all of the rights, duties and obligations of ANNEXOR hereunder as to the portion of the property so assigned and ANNEXOR shall be relieved from all further liabilities, obligations and duties as to the portion of the Property so leased or conveyed. Further, certain rights and duties of ANNEXOR hereunder may be assigned to the districts so long as such responsibilities are within the scope of authority of such districts as approved by CITY. ANNEXOR shall notify CITY not less than annually of such assignments and the name and address of its assignees. It is also agreed that when portions of the Property are dedicated or conveyed to CITY pursuant to this Agreement, the relative responsibilities of CITY and ANNEXOR will be agreed upon as part of the documents of dedication or conveyance.

Referendum:

- E. If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of this Agreement together with the duties and obligations of each party shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from CITY, then this Annexation Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all the terms and provisions of this Annexation Agreement.

Initiative:

- F. In consideration of the various dedications, payment of fees and conveyances of all water rights provided for herein, if the annexation of the Property or any portion thereof is voided by initiative, CITY agrees to cooperate with ANNEXOR to continue providing water and sewer service to the property disconnected. CITY and ANNEXOR agree to jointly pursue all reasonable methods to continue such service, including but not limited to, extra-territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on part of CITY to continue service.

Court Action:

- G. In the event that the annexation of the Property or any portion thereof is voided by final action of any court, (such action not being associated with a referendum or initiative action), all provisions of Article III of this Agreement shall remain in full force and effect. CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the Property to CITY pursuant to Section 31-12-121 of the Colorado Revised Statutes, 1973, and ANNEXOR shall reapply for annexation as and when the Property becomes eligible for annexation.

Term of Agreement:

- H. Because it is anticipated by CITY and ANNEXOR that development of the Property will require at least thirty-five (35) years from the date of execution hereof, ANNEXOR shall be allowed that time period to

develop the Property pursuant to this Agreement. At the end of such thirty-five (35) year period, this Agreement shall terminate and expire. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall be subject to the uniform ordinances, rules and regulations of CITY generally applicable throughout CITY on a non-discriminatory basis and shall remain zoned in accordance with the General Development Plan and associated standards, subject to amendments then in effect, if any.

City Legislative Power:

- I. Nothing contained in this Agreement shall constitute or be interpreted as a waiver or abnegation of CITY's legislative, governmental or police powers to promote and protect the health, safety or general welfare of the municipality or its inhabitants. Except with reference to those fees expressly limited or fixed herein, this Agreement shall not prohibit the enactment by CITY of any fee which is of uniform or general application.

Severability:

- J. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

Modification of Document:

- K. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. All modifications shall be in writing, executed with the same formalities as this instrument and recorded as required in Article IX, Paragraph D above. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

Notice of Default:

- L. In the event either party alleges that the other is in default hereunder, the non-defaulting party shall first notify the defaulting party in writing of such default. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. Additionally, until such time as CITY is notified in writing by David C. King, on behalf of Terrance G. King, Davene King Schuh, King and Co. and G & D Co., collectively referred to as the King interest, all notices of default shall also be sent to David C. King, 7937 East Medlock Drive, Scottsdale, Arizona, 85253. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within said period by the defaulting party and be thereafter diligently pursued.

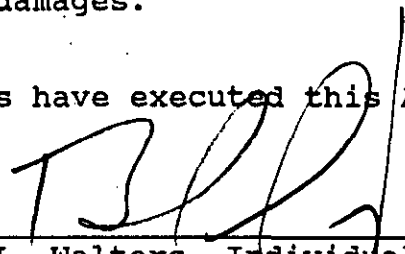
Annexor Initiated Disconnection:

- M. Pursuant to Colorado Revised Statutes, Section 31-12-119, ANNEXOR may petition for disconnection from CITY if after three years from annexation the property is located on the boundary of the CITY, and the CITY does not, upon demand, provide the same municipal services to the property as the rest of the municipality receives. ANNEXOR agrees and covenants that the Urban Service Extension Fee shall not constitute grounds for disconnection as described herein.

Remedies:

- N. It is understood and agreed by the parties hereto that the remedies provided in Article VII-B of this Agreement are not exclusive and that the parties hereto shall have all available remedies for breach hereof in law or in equity including, but not limited to, specific performance and damages.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.



Bill L. Walters, Individually

CITY OF AURORA

By

Dennis Champine
DENNIS CHAMPINE, Mayor

ATTEST:

Donna L. Young
Deputy City Clerk

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

The foregoing Agreement was acknowledged before me this 8th
day of April, 1987, by Bill L. Walters, Individually.

Witness my hand and official seal.

My commission expires: 5/4/89.

(SEAL)

Connie L. Forehand
Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR KING RANCH



MERRICK

R_Par1.REV
Path:King.Ranch
Job No. 464-6181A1
Date:2-27-87

EXHIBIT A

PROPERTY DESCRIPTION
Parcel in Section 20

A parcel of land being all of Section 20, Township 3 South, Range 65 West, of the Sixth Principal Meridian, EXCEPT the Southeast Quarter of the Southeast Quarter of the Southeast Quarter thereof, Adams County, Colorado, being additionally described as follows:

BEGINNING at the northwest corner of said Section 20;

THENCE S89°36'07"E along the northerly line of said Section 20 a distance of 5291.52 feet to the northeast corner of said Section 20;

THENCE S00°00'30"W along the easterly line of said Section 20 a distance of 4592.73 feet to the northeast corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 20;

THENCE S89°46'08"W along the northerly line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter a distance of 660.59 feet to the northwest corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter;

THENCE S00°00'08"E along the westerly line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter a distance of 657.16 feet to the southwest corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter;

THENCE S89°40'37"W along the southerly line of the Southeast Quarter of said Section 20 a distance of 1981.42 feet to the south quarter corner of said Section 20;

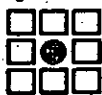
THENCE S89°40'55"W along the southerly line of the Southwest Quarter of said Section 20 a distance of 2641.52 feet to the southwest corner of said Section 20;

THENCE N00°05'44"W along the westerly line of said Southwest Quarter of Section 20 a distance of 2658.05 feet to the west quarter corner of said Section 20;

THENCE N00°03'44"W along the westerly line of the Northwest Quarter of said Section 20 a distance of 2657.10 feet to the POINT OF BEGINNING.

Containing 631.231 acres, more or less.

Doyce B. Abrahamson
Doyce B. Abrahamson
P.L. 8-13161
Date: 3/25/87
Ref: 464-6181A1
For and on behalf of
Merrick and Company



MERRICK

R Par2
Path: King Ranch
Date: 3-02-87
Job No. 464-6181A1

EXHIBIT A

PROPERTY DESCRIPTION

Parcel in Sections 16, 21 & 28

A parcel of land being all of Sections 16, 21 and 28, in Township 3 South, Range 65 West, of the Sixth Principal Meridian, EXCEPT the westerly 210.00 feet and the easterly 30.00 feet of said Sections 16, 21 and 28 and EXCEPT the southerly 30.00 feet of said Section 28, Adams County, Colorado, being additionally described as follows:

COMMENCING at the northwest corner of said Section 16;

THENCE S89°46'08"E along the northerly line of said Section 16 a distance of 210.00 feet to the POINT OF BEGINNING;

THENCE continuing S89°46'08"E along said northerly line of Section 16 a distance of 5038.09 feet;

THENCE the following 6 (six) courses along the westerly line of County Road No. 21N according to Book 5 at Page 455 of the Adams County Commissioners' Road Books of Adams County;

1) S00°10'44"W along a line 30.00 feet westerly of and parallel with the easterly line of the Northeast Quarter of said Section 16 a distance of 2647.39 feet;

2) THENCE S00°05'13"W along a line 30.00 feet westerly of and parallel with the easterly line of the Southeast Quarter of said Section 16 a distance of 2647.98 feet;

3) THENCE S00°11'03"W along a line 30.00 feet westerly of and parallel with the easterly line of the Northeast Quarter of said Section 21 a distance of 2649.52 feet;

4) THENCE S00°11'03"W along a line 30.00 feet westerly of and parallel with the easterly line of the Southeast Quarter of said Section 21 a distance of 2649.52 feet;

5) THENCE S00°24'26"E along a line 30.00 feet westerly of and parallel with the easterly line of the Northeast Quarter of said Section 28 a distance of 2648.98 feet;

6) THENCE S00°24'26"E along a line 30.00 feet westerly of and parallel with the easterly line of the Southeast Quarter of said Section 28 a distance of 2619.05 feet;

THENCE the following 2 (two) courses along the northerly line of County Road No. 26 according to Book 5 at Page 504 of the Adams County Commissioners' Road Books of Adams County;

1) N89°55'11"W along a line 30.00 feet northerly of and parallel with the southerly line of the Southeast Quarter of said Section 28 a distance of 2626.08 feet;

2) THENCE N89°37'52"W along a line 30.00 feet northerly of and parallel with the southerly line of the Southwest Quarter of said Section 28 a distance of 2452.71 feet;

THENCE the following 4 (four) courses along the easterly line of a

parcel of land deeded to Public Service Company of Colorado in Book 798 at Page 210 in the Adams County Clerk and Recorder's Office;

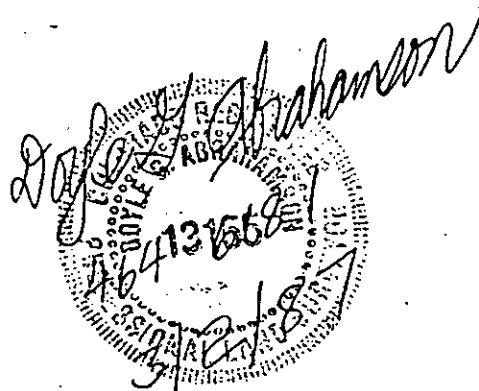
1) N00°00'26"W along a line 210.00 feet easterly of and parallel with the westerly line of the Southwest Quarter of said Section 28 a distance of 2639.83 feet;

2) THENCE N00°00'00"E along a line 210.00 feet easterly of and parallel with the westerly line of the Northwest Quarter of said Section 28 a distance of 2669.46 feet;

3) THENCE N00°00'30"E along a line 210.00 feet easterly of and parallel with the westerly line of said Section 21 a distance of 5250.85 feet;

4) THENCE N00°20'50"E along a line 210.00 feet easterly of and parallel with the westerly line of said Section 16 a distance of 5303.09 feet to the POINT OF BEGINNING.

Containing 1840.208 acres, more or less.





PATH: SURVEY>ANNEX>TEMP
FILE: R_P1.REV1
JOB#: 464-6181A5
DATE: 03-02-1987
REV: 03-10-1987

EXHIBIT A

PROPERTY DESCRIPTION

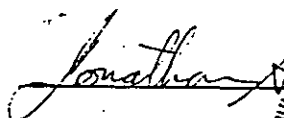
A parcel of land located in the East Half of Section 32, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

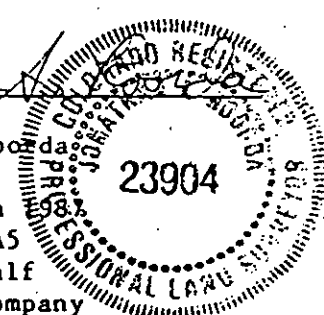
COMMENCING at the north quarter corner of said Section 32;
THENCE S00°26'07"E along the westerly line of said East Half a distance of 30.00 feet to the POINT OF BEGINNING;
THENCE N89°52'12"E along the southerly deed line of County Road No. 26 according to Book 5, Page 504 of the Adams County Commissioners' Road Books of Adams County, parallel with and 30.00 feet southerly of the northerly line of said East Half a distance of 2645.82 feet;
THENCE S00°25'53"E along the easterly line of the Northeast Quarter of said Section 32 a distance of 2143.31 feet;
THENCE the following two (2) courses along the northerly and westerly line of that parcel of land described in Book 1863, Page 32, Adams County Clerk and Recorder's Office;

1. N83°13'55"W a distance of 1320.00 feet;
2. THENCE S00°26'03"E a distance of 990.00 feet;

THENCE N83°13'55"W along the northerly right-of-way line of the Union Pacific Railroad a distance of 1346.66 feet;
THENCE N00°26'07"W along the westerly line of said East Half a distance of 2813.04 feet to the POINT OF BEGINNING.

Containing 150.817 acres, more or less.


Jonathan A. Roeder
P.L.S. 23904
DATE: 11 March 1987
REF: 464-6181A5
For and on behalf
of Merrick & Company





MERRICK

PATH: SURVEY>ANNEX>TEMP

FILE: R P2.REV1

JOB#: 464-6181A2

DATE: 03-02-1987

REV: 03-10-1987

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 32, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the north quarter corner of said Section 32;
THENCE S00°26'07"E along the westerly line of said East Half a distance of 3246.22 feet;
THENCE the following two (2) courses along the southerly right-of-way line of the Union Pacific Railroad;

1. S83°13'55"E a distance of 817.26 feet to the POINT OF BEGINNING;
2. THENCE continuing S83°13'55"E a distance of 1849.41 feet;

THENCE S00°26'13"E along the easterly line of the Southeast Quarter of said Section 32 a distance of 821.18 feet;
THENCE the following three (3) courses along the northerly and westerly lines of that parcel of land described in Book 1295, Page 406, Adams County Clerk and Recorder's Office:


1. N89°58'48"W a distance of 30.00 feet;
2. THENCE S44°33'22"W a distance of 212.15 feet;
3. THENCE S12°14'27"W a distance of 509.37 feet;

THENCE the following two (2) courses along the northerly line of that parcel of land described in Book 598, Page 590, Adams County Clerk and Recorder's Office:

1. S76°48'34"W a distance of 457.06 feet;
2. THENCE N89°58'48"W a distance of 1162.17 feet;

THENCE N00°26'13"W along the easterly line of that parcel of land described in Book 361, Page 529, Adams County Clerk and Recorder's Office a distance of 659.75 feet;
THENCE N89°33'47"E a distance of 72.84 feet;
THENCE N00°50'21"W a distance of 1131.78 feet to the POINT OF BEGINNING.

Containing 67.491 acres, more or less.


Jonathan A. Roorda
P.L.S. 23904
DATE: 11 March, 1987
REF: 464-6181A5
For and on behalf
of Merrick & Company

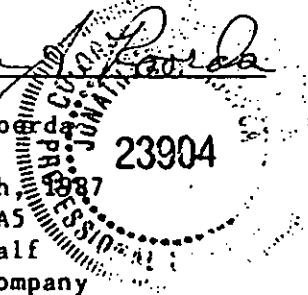
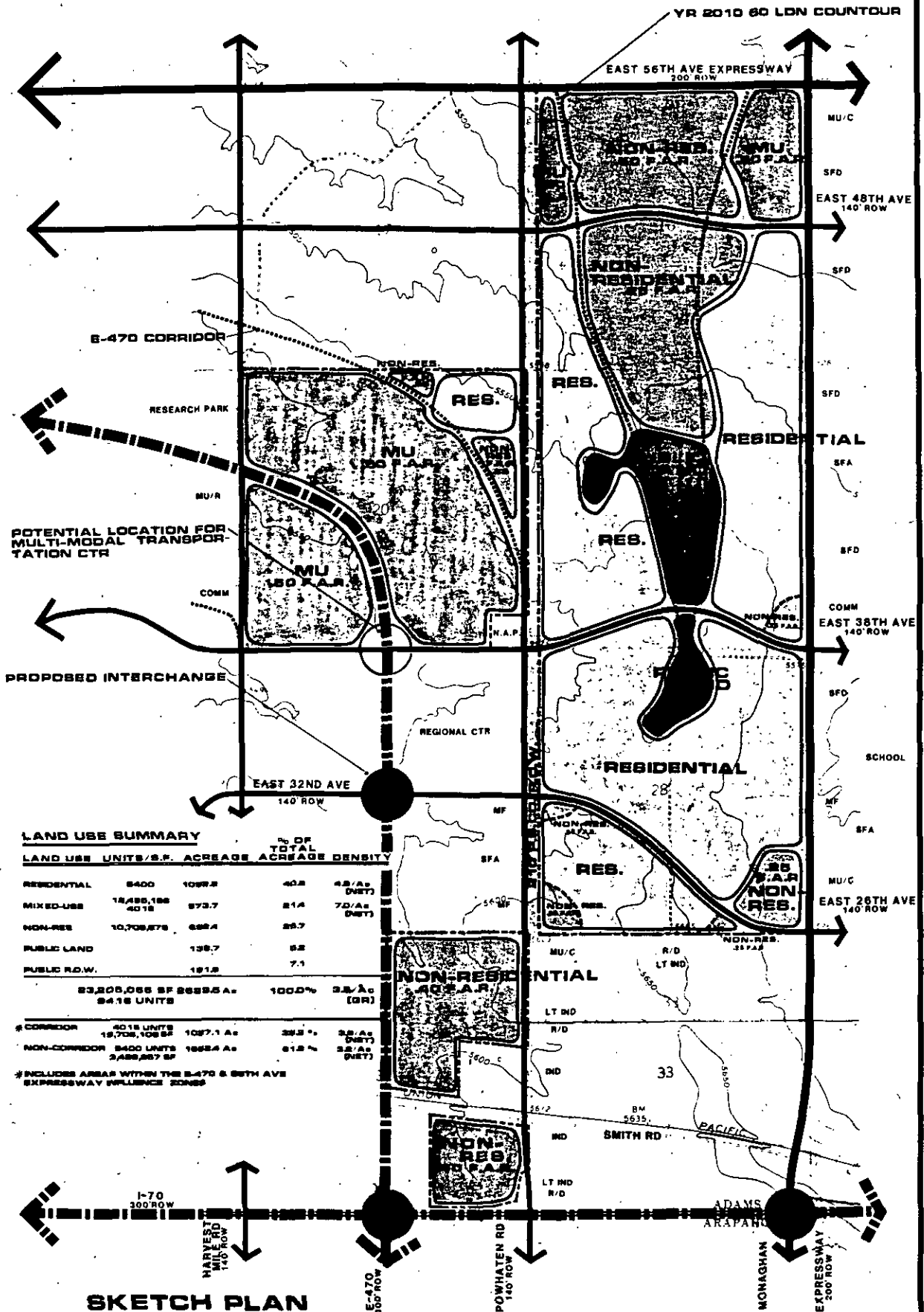


EXHIBIT B

LAND USE PARAMETERS FOR KING RANCH

PROPOSED DENVER INTERNATIONAL AIRPORT



SKETCH PLAN

DATE: 3-4-1987
REVISIONS:

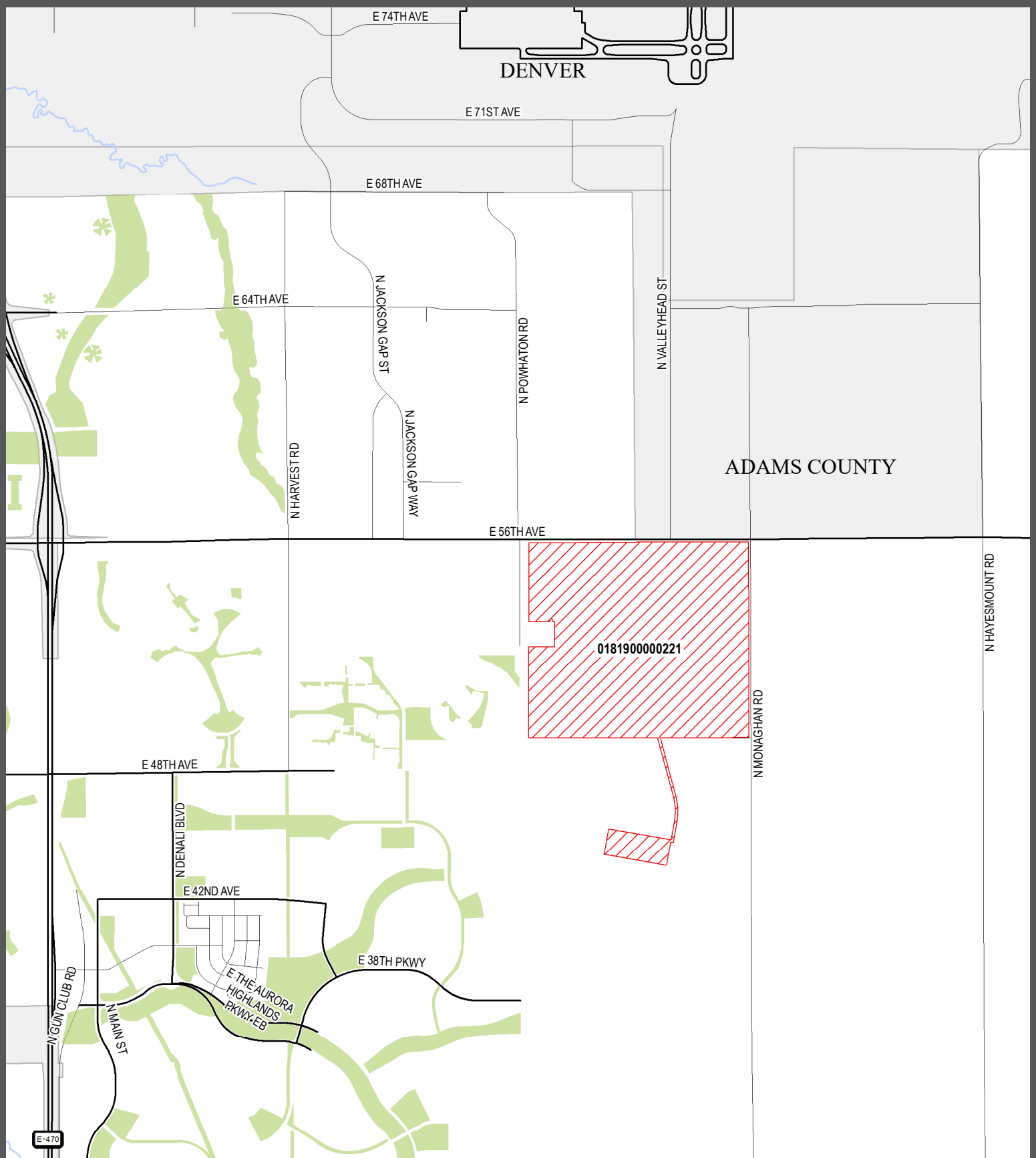


SCALE: 1"=500'
SHEET 2 OF 2

KING RANCH
THE BILL L. WALTERS COMPANIES
7951 E. MAPLEWOOD SUITE 300
ENGLEWOOD, COLO. 80111 (303) 694-1986



PLANNING CONSULTANT:
DAVID A. CLINGER AND ASSOCIATES
23568 PONDVIEW PL.
GENESSEE VILLAGE, COLO. 80401
(303) 526-8126



Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

King Ranch Vicinity Map

February 25, 2021



Legend

- Site Location
- Other Jurisdictions

Miles
0 0.25 0.5

SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO ANNEXATION AGREEMENT (this "Amendment") is entered into this ____ day of _____, 2021, by and between SUMMIT INVESTMENTS, INC., a Colorado corporation ("Annexor"), and the CITY OF AURORA, a home rule corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado (the "City").

RECITALS

A. The City and Annexor (as successor of Bill L. Walters) are parties to that certain Annexation Agreement recorded in the real property records of Adams County, Colorado on April 28, 1987 in Book 3308 at Page 237 (the "Annexation Agreement") with respect to that portion of the Property defined in the Annexation Agreement which is described on Exhibit A attached hereto (the "Amendment Property"). Capitalized terms used herein and not defined shall have the meanings given such terms in the Annexation Agreement.

B. The Annexation Agreement was subsequently amended through an Amendment to Annexation Agreement dated December 17, 2002, in order to add 1.795 acres to the Amendment Property.

C. The City and Annexor desire to confirm and agree that any zoning or rezoning of the Amendment Property shall permit only non-residential uses.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Annexor and the City hereby agree as follows:

1. **Amendment of Article VIII and Exhibit B.** The terms and provisions of Article VIII of the Annexation Agreement and Exhibit B attached to the Annexation Agreement are amended to confirm that the Land Use Parameters set forth in Exhibit B, with respect to the Amendment Property, provide Land Use Parameters for non-residential locations only, and does not provide Land Use Parameters for residential locations.

2. **Residential Use Rezoning Prohibition.** The Annexor and City agree that the Amendment Property shall not be zoned or rezoned to permit residential uses. Annexor agrees that it shall not apply for any zoning or rezoning of the Amendment Property to permit residential uses.

3. **No Further Amendment.** Except as specifically amended hereby, the Annexation Agreement is not altered or amended, and it remains in full force and effect.

EXECUTED as of the date first set forth above.

ANNEXOR:

SUMMIT INVESTMENTS, INC., a
Colorado corporation

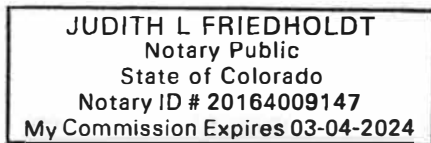
By: _____

Parvez N. Malik, President

STATE OF COLORADO)
County of Douglas)

31st The foregoing First Amendment to Annexation Agreement is acknowledged to before me this day of March, 2021, by Parvez N. Malik as President of SUMMIT INVESTMENTS, INC., a Colorado corporation.

My commission expires: 3/4/2024



Judith L. Friedholdt
Notary Public

CITY:

CITY OF AURORA, a home rule corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado

By: _____
Mike Coffman, Mayor

ATTEST:

Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

Brian J. Rulla
Brian J. Rulla, Assistant City Attorney

EXHIBIT A

Amendment Property

PROPERTY DESCRIPTION (Per SWD C0643142)

A PARCEL OF LAND BEING A PART OF SECTIONS 16 AND 21, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH LINE OF SAID SECTION 16, BEARS SOUTH 89°46'12" EAST, ASSUMED)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE SOUTH 89°46'12" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 210.00 FEET;

THENCE SOUTH 00°20'45" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 100.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°46'12" EAST PARALLEL WITH AND 100.00 FEET SOUTH OF THE NORTH LINE OF SAID 16, A DISTANCE OF 4993.65 FEET TO A POINT 75.00 FEET WEST OF THE EAST LINE OF SAID SECTION 16;

THENCE SOUTH 00°10'48" WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 2547.69 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 16;

THENCE SOUTH 00°05'14" WEST PARALLEL WITH AND 75.00 FEET WEST OF THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1895.96 FEET;

THENCE NORTH 89°51'42" WEST, A DISTANCE OF 2003.99 FEET;

THENCE SOUTH 14°51'42" EAST, A DISTANCE OF 1438.75 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25°00'00", A RADIUS OF 1030.00 FEET, AN ARC DISTANCE OF 449.42 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 02°21'42" EAST, A DISTANCE OF 445.87 FEET TO THE POINT OF TANGENT OF SAID CURVE;

THENCE SOUTH 10°08'18" WEST, A DISTANCE OF 558.31 FEET;

THENCE NORTH 79°51'42" WEST, A DISTANCE OF 60.00 FEET, WHENCE THE NORTHWEST CORNER OF SAID SECTION 21 BEARS NORTH 64°41'59" WEST, A DISTANCE OF 3816.29 FEET;

THENCE SOUTH 10°08'18" WEST, A DISTANCE OF 550.00 FEET;

THENCE NORTH 79°51'42" WEST, A DISTANCE OF 1448.37 FEET;

THENCE NORTH 10°08'18" EAST, A DISTANCE OF 600.00 FEET;

THENCE SOUTH 79°51'42" EAST, A DISTANCE OF 1448.37 FEET;

THENCE NORTH 10°08'18" EAST, A DISTANCE OF 508.31 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25°00'00", A RADIUS OF 970.00 FEET, AN ARC DISTANCE OF 423.24 FEET, THE CHORD OF SAID CURVE BEARS NORTH 02°21'42" WEST, A DISTANCE OF 419.89 FEET TO THE POINT OF TANGENT OF SAID CURVE;

THENCE NORTH 14°51'42" WEST, A DISTANCE OF 1454.82 FEET;

THENCE NORTH 89°51'42" WEST, A DISTANCE OF 2943.52 FEET TO A POINT 210 FEET EAST OF THE WEST LINE OF SAID SECTION 16;

THENCE NORTH 00°20'48" EAST PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1897.72 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 16;

THENCE NORTH 00°20'45" EAST PARALLEL WITH AND 210.00 FEET EAST OF THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 228.47 FEET;

THENCE SOUTH 89°39'15" EAST, A DISTANCE OF 525.00 FEET;

THENCE NORTH 00°20'45" EAST PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 550.00 FEET;

THENCE NORTH 89°39'15" WEST, A DISTANCE OF 525.00 FEET TO A POINT 210.00 FEET EAST OF THE WEST LINE OF SAID SECTION 16;

THENCE NORTH 00°20'45" EAST PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 1775.42 FEET, MORE OR LESS, **TO THE TRUE POINT OF BEGINNING**,

EXCEPT THAT PORTION CONVEYED TO FEDERAL AVIATION ADMINISTRATION, IN THE DEED RECORDED DECEMBER 8, 1993 IN BOOK 4211 AT PAGE 198, COUNTY OF ADAMS, STATE OF COLORADO.



CITY OF AURORA

Council Agenda Commentary

Item Title: RAVEN MOU Resolution 2021
Item Initiator: Michael Gaskill, Police Lieutenant
Staff Source/Legal Source: Michael Gaskill, Police Lieutenant / Megan Platt, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 6/14/2021

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 4/15/2021

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

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

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

The item was approved to move forward by the Public Safety Committee to Study Session on 4/16/2021

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

The purpose of this MOU is to delineate the responsibilities of RAVEN personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation.

QUESTIONS FOR COUNCIL

Does Council approve the consent item to move forward to the Regular Meeting?

LEGAL COMMENTS

The RAVEN Task force and the City are constitutionally and statutorily authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. (Colo. Const., Article XIV, §18 and Sections 29-1-201, et seq., C.R.S.)

The City Council may, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services. (City Charter Article 10-12) (Platt)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

**MEMORANDUM OF UNDERSTANDING
REGIONAL ANTI-VIOLENCE NETWORK (RAVEN)
2021**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Homeland Security Investigations (HSI), Special Agent in Charge (SAC), Denver, Colorado office and undersigned Denver metropolitan area law enforcement agencies participating in the Regional Anti-Violence Network task force (RAVEN). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

NO ASSIGNMENT

2. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

AUTHORITIES

3. 28 U.S.C. sec 599A; 28 CFR sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. §§ *et seq.*, and the National Firearms Act, 26 U.S.C. §§ 5861 *et seq.*
4. Homeland Security Act of 2002, as amended, 116 Stat. 2135, Pub. L. No. 107-296, Nov. 25, 2002, codified in Title 6, U.S. Code.

PURPOSE

5. The purpose of this MOU is to delineate the responsibilities of RAVEN personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

6. The mission of RAVEN is to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking. RAVEN will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative and prosecutive avenues by which to convict and incarcerate dangerous criminal offenders. It is not the mission of RAVEN to enforce federal statutes related to immigration or to conduct civil immigration enforcement of any kind.

ORGANIZATIONAL STRUCTURE

7. RAVEN will consist of a combined enforcement body of agencies participating in this MOU ("Participating Agencies"). The Participating Agencies, identified below, will provide full-time assigned personnel.

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
County of Adams, Sheriff's Office

County of Arapahoe, Sheriff's Office
City of Aurora, Aurora Police Department
City and County of Denver, Denver Police Department
Denver District Attorney's Office
County of Douglas Sheriff's Office
Department of Corrections – Parole
Homeland Security Investigations (HSI)
County of Jefferson, Sheriff's Office
City of Lakewood, Lakewood Police Department

Ex-officio Representatives:

- Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)
- US Attorney's Office

DIRECTION, EXECUTIVE BOARD ROLE

8. The Participating Agencies acknowledge that RAVEN is a joint operation in which all Participating Agencies act as full partners in the operation of the RAVEN task force. An "Executive Board," made up of the Aurora Police Chief, the ATF Special Agent in Charge of the Denver Field Division, the HSI Special Agent in Charge of the Denver office, and each Participating Agency's department/agency heads will be responsible for the strategy and direction of RAVEN. The Executive Board will meet on a regular basis to provide policy oversight and ensure that RAVEN meets the goals and objectives of all Participating Agencies. Unresolved issues and conflicts involving RAVEN should be brought to the Executive Board for consultation to assist in the decision-making process. Each Participating Agency head is authorized to delegate Membership on the Executive Board to a management level subordinate.

SUPERVISION

9. Ultimate oversight, supervision, and administrative control of RAVEN will be the responsibility of the Executive Board of RAVEN.
10. The day-to-day operation, coordination, and execution of RAVEN will be the responsibility of a Task Force Commander (TFC). The TFC will be selected from the Aurora Police Department and ratified by the Executive Board. The TFC shall hold the rank of lieutenant or above and have administrative and operational authority of RAVEN.
11. Pursuant to 19 U.S.C. § 507(a)(2), HSI Special Agents (SA) may demand the assistance of any person in the conduct of their duties. Pursuant to 19 U.S.C. §§ 1401(i) and 1589a, the HSI SAC may authorize sworn law enforcement officers to assist HSI SAs with enforcing violations of the federal code such as Title 18.
12. ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the Participating Agency's Task Force Officers (TFO) be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.
13. Conduct undertaken outside the scope of an individual's RAVEN duties and assignments under this MOU shall not fall within the oversight responsibility of any Participating Agency that is not the individual's Participating Agency.

14. RAVEN personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective Participating Agency as well as RAVEN's policies and procedures. Responsibility for the conduct of RAVEN members, both personally and professionally, shall remain with the respective Participating Agency heads. Should there be a conflict in Participating Agency and RAVEN policies, the more restrictive policy shall control.
15. Acknowledging that RAVEN personnel will need to commit some time for non-RAVEN matters, personnel assigned to RAVEN by the Participating Agencies will be committed full time to the RAVEN assignment. As a general rule, continued assignment of personnel to RAVEN will be based on performance and at the discretion of the appropriate Participating Agency. Should a dispute arise between a Participating Agency and the TFC regarding the continued assignment of a RAVEN TFO, the matter will be brought to the Executive Board for a final determination.

CASE ASSIGNMENTS

16. The TFC will be responsible for opening, monitoring, directing, and closing all RAVEN investigations.
17. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the TFC.
18. All RAVEN personnel will have equal responsibility for each case assigned. All RAVEN personnel assigned to each case will be responsible for completing investigations from predication to resolution.

OPERATIONS

19. It is agreed that matters designated to be handled by RAVEN will not knowingly be subject to non-RAVEN law enforcement efforts by any of the Participating Agencies. It is incumbent on each Participating Agency to make proper internal notification regarding RAVEN's existence and areas of concern.
20. RAVEN investigative leads outside of the geographic areas of responsibility for ATF SAC-Denver or HSI SAC-Denver will be communicated to other ATF and HSI offices or other task forces for appropriate investigation.

CONFIDENTIAL HUMAN SOURCES

21. In handling Confidential Human Sources (CHS), all TFOs will, at a minimum, follow the policies and procedures of RAVEN.
22. Any payment issued by HSI to or for the benefit of a CHS must be documented pursuant to HSI guidelines and policies, which will be provided to all TFOs immediately upon their assignment to RAVEN and Participating Agencies upon request.

REPORTS AND RECORDS

23. Personnel assigned to RAVEN may utilize report forms and reporting formats required by their Participating Agencies. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by RAVEN personnel will be made available for inclusion in the respective Participating Agency's files as appropriate.

INFORMATION SHARING

24. The Parties agree that information and data shared under this MOU are to be treated and used with an express understanding of confidentiality. Such information, as well as inquiries and requests for information, received by a Participating Agency under this MOU, is to be accorded protection from disclosure to third parties to the greatest extent permissible under the Colorado Rules of Criminal Procedure, the Federal Rules of Criminal Procedure, the Freedom of Information Act, 5 U.S.C. § 552, the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301 *et seq.* ("CCJRA"), and other applicable federal and/or state statutes and regulations; and subject to disclosure restrictions contained in the Privacy Act, 5 U.S.C. § 552a and the CCJRA.
25. A Participating Agency that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely and relevant.
26. Each Participating Agency is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
27. Participating Agencies will immediately report to the other Participating Agencies each instance in which investigative information received from the other Participating Agencies is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
28. The Participating Agency agrees that each may audit the handling and maintenance of investigative information in electronic and paper recordkeeping systems to ensure appropriate security and privacy protections are in place. Requests for audits shall go through the Executive Board, which will oversee any such audit, including the procedures for such audit, acknowledging that any audit will be strictly limited to the examination of security and privacy for confidential information. The Executive Board may designate a person or persons to coordinate the audit on behalf of the Executive Board and work directly with the Participating Agencies involved.
29. All personnel from the Participating Agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53, shall not be made except as provided by law.

PROSECUTIONS

30. RAVEN investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
31. A determination will be made on a case-by-case basis whether the prosecution of RAVEN cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of RAVEN, in consultation with appropriate prosecuting authorities.

INVESTIGATIVE METHODS

32. For RAVEN investigations that contemplate federal prosecution at any point during the investigation, the Participating Agencies agree to conform to ATF policies and procedures concerning investigative methods, evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the Colorado state court system, the investigative methods employed by ATF SAs and TFOs shall conform to the requirements of Colorado state law, if they do not conflict with federal law.

USE OF LESS-LETHAL DEVICES

33. The Participating Agency of each individual assigned to RAVEN will ensure that while the individual is participating in RAVEN operations as a RAVEN officer, the individual will carry only less-lethal devices that the Participating Agency issued to the individual, and that the individual has been trained in accordance with their Participating Agency's policies and procedures.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

34. RAVEN personnel will follow their own Participating Agency's policies concerning firearms discharge and use of deadly force.

TITLE 19 TFO CUSTOMS OFFICER CROSS-DESIGNATION

35. The Participating Agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when the MOU is terminated or when the deputized TFOs leave the task force, or at the discretion of ATF.
36. Sworn investigators assigned full-time to RAVEN will be cross-designated by HSI as Title 19 TFOs with certain authorities of a federal Customs Officer. The cross-designation requires the HSI SAC to execute a separate MOU (Form 73-002) with the employing Participating Agency. This MOU will outline the HSI duties and Customs authorities that the cross-designated Title 19 TFO will be authorized to perform upon successful completion of an HSI TFO Course; however, the duties may be restricted on each Title 19 TFO's Designation Form (Form 73-001).

VEHICLES

37. Vehicles will be provided to TFOs by RAVEN on an as-needed basis subject to availability. Each TFO and their Participating Agency is responsible for general upkeep of their assigned vehicle(s), including fuel, and ensuring the vehicle is in safe working order. Maintenance on the vehicle will be the responsibility of the Participating Agency who pays for the lease on the vehicle. Auto-physical damage insurance coverage for the vehicle will be the responsibility of the Participating Agency who pays for the lease on the vehicle. Auto-liability insurance coverage for the TFO will be the responsibility of the TFO's employing Participating Agency. Nothing in this MOU precludes a Participating Agency from providing a vehicle to its assigned TFO.
38. Any damage occurring to an assigned vehicle supplied by RAVEN as a result of a TFO's negligence shall be the responsibility of the assigned TFO's home agency.

SALARY/OVERTIME COMPENSATION

39. The Participating Agencies remain responsible for all personnel costs for their RAVEN representatives, including salaries, overtime payments and fringe benefits consistent with their respective Participating Agency, except as described below.
40. Subject to funding availability and authorization, HSI may reimburse Participating Agencies for the cost of overtime worked by sworn law enforcement personnel assigned full-time to RAVEN in accordance with the individual Memorandum of Understanding Between Immigration and Customs Enforcement and Local, County, or State Law Enforcement Agency for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund (SLOT MOU) entered into with each Participating Agency, provided overtime expenses were incurred as a result of RAVEN-related duties. Additionally, overtime costs may be reimbursed by RMHIDTA or from the federal seizure funds. Otherwise, overtime shall be compensated in accordance with applicable overtime provisions for the Participating Agencies and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

41. Property utilized by RAVEN in connection with authorized investigations and/or operations and in the custody and control and used at the direction of RAVEN will be maintained in accordance with the policies and procedures of the Participating Agency supplying the equipment. Property damaged or destroyed which was utilized by RAVEN in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of RAVEN will be the financial responsibility of the Participating Agency supplying said property. Property and equipment damaged as a result of a normal operational incident in conjunction with an authorized investigation may be repaired or replaced utilizing RAVEN operational funds.

FUNDING

42. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Participating Agencies hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Participating Agency shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Participating Agencies expressly acknowledge that the above language in no way implies that Congress or other relevant governing bodies will appropriate funds for such expenditures.
43. Procurements by RAVEN through funds acquired through grants or otherwise by RAVEN become the property of RAVEN ("RAVEN Item"). The City of Aurora divests any ownership interest in any RAVEN Item procured after January 1, 2021. In the event RAVEN disbands and procured items are split between the Participating Agencies, Aurora will not have any right or interest in RAVEN Items procured after January 1, 2021.
44. The Participating Agencies to this MOU understand and agree that any expenditure of the City and County of Denver shall extend only to funds appropriated by the Denver City Council for the purpose of the types of law enforcement activities contemplated by this MOU, encumbered for the types of law enforcement activities contemplated by this MOU, and paid into the Treasury of the City and County of Denver.

FORFEITURES

45. Asset forfeitures will be conducted in accordance with federal forfeiture laws, regulations, and guidelines, and in accordance with the direction of the RAVEN Executive Board.

DISPUTE RESOLUTION

46. In cases of overlapping jurisdiction, the Participating Agencies agree to work in concert to achieve RAVEN's objectives.
47. The Participating Agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the task force level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

48. All media releases and statements will be mutually agreed upon and jointly handled according, when practicable, to Participating Agency guidelines.

LIABILITY

49. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to RAVEN.
50. Each Participating Agency shall immediately notify the other Participating Agencies of any complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to RAVEN or otherwise relating to RAVEN. All parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts related to this MOU. Nothing in this paragraph prevents any Participating Agency from conducting an independent administrative review of any incident giving rise to a claim. Each Participating Agency acknowledges that, with the exception of auto-physical damage as stated in paragraph 37 above, financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to RAVEN remains vested with their employing agency.
51. Liability for any conduct by RAVEN personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of any of the non-employing Participating Agencies and their governing bodies. Liability shall be the sole responsibility of the respective employee and/or the employing Participating Agency.

DURATION

52. The term of this MOU is for the duration of RAVEN, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the Participating Agencies.
53. Any Participating Agency may withdraw from RAVEN at any time by written notification to the Executive Board and the Task Force Commander at least thirty (30) days prior to withdrawal.
54. Upon termination of this MOU, all equipment provided to RAVEN will be returned to the supplying agency/agencies. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying agency/agencies.

Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any RAVEN participation.

MODIFICATIONS

55. This MOU may be modified at any time by written consent of all involved Participating Agencies.
56. Except as stated below, modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each Participating Agency. The addition of other law enforcement agencies and the provision of funds or equipment by those agencies can be completed when approved by a majority of the Executive Board.

DISCLOSURE OF MOU

57. In the event that any of the Colorado governmental parties receive a records request for a copy of the MOU pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.*, or the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.*, the Colorado governmental parties will provide notification to the ATF SAC-Denver office and the HSI SAC-Denver office prior to releasing the MOU.

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SIGNATORIES

The signature below indicates that the individual has received and read a copy of this agreement and has the proper authority to, as a representative their agency/governmental entity, to agree to the terms and conditions therein

_____ Date Bureau of Alcohol, Tobacco, Firearms and Explosives

_____ Date County of Adams, Sheriff's Office

_____ Date County of Arapahoe, Sheriff's Office

See signature page below City of Aurora, Aurora Police Department

_____ Date City and County of Denver, Denver Police Department

_____ Date Denver District Attorney's Office

_____ Date County of Douglas, Sheriff's Office

_____ Date Department of Corrections - Parole

_____ Date Department of Homeland Security, Homeland Security Investigations

_____ Date County of Jefferson, Sheriff's Office

See signature page below City of Lakewood, Lakewood Police Department

_____ Date Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

_____ Date U.S. Attorney's Office

Dated this ____ day of _____, 2021.

CITY OF AURORA, COLORADO

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

MEGAN PLATT, Assistant City Attorney

Dated this ____ day of _____, 2021.

CITY OF LAKEWOOD, COLORADO

DANIEL J. MCCASKY, Chief of Police
Lakewood Police Department

ATTEST:

City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

RESOLUTION NO. R2021 – _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPROVING THE 2021 MEMORANDUM OF UNDERSTANDING REGARDING THE
REGIONAL ANTI-VIOLENCE NETWORK

WHEREAS, the City of Aurora and multiple law enforcement and prosecutorial agencies, including the Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, the City of Lakewood, the City and County of Denver, the counties of Adams, Arapahoe, Douglas, and Jefferson, the Department of Corrections, the Denver District Attorney's Office, the Rocky Mountain High Intensity Drug Trafficking Area, and the U.S. Attorney's Office created a task force as a means to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking called the Regional Anti-Violence Network ("RAVEN"), formerly called the Metropolitan Gang Task Force ("MGTF"); and

WHEREAS, in January of 2019, the MGTF changed the name of the task force to RAVEN; and

WHEREAS, the City of Aurora, through the Aurora Police Department, has been a member of RAVEN for over 20 years; and

WHEREAS, like the last Memorandum of Understanding signed in 2017, the proposed 2021 MOU delineates the responsibilities of RAVEN personnel, formalizes relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximizes inter-agency cooperation; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Code authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, it is in the best interests of the citizens of Aurora to continue its involvement in the RAVEN and approve the 2021 Memorandum of Understanding.

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

Section 1. The 2021 Memorandum of Understanding regarding the Regional Anti-Violence Network is hereby approved.

Section 2. The 2021 Memorandum of Understanding replaces and supersedes all other agreements and memorandums of understanding regarding the Metropolitan Gang Task Force and/or Regional Anti-Violence Network.

Section 3. The Mayor and City Clerk are hereby authorized to execute such 2021 Memorandum of Understanding regarding the Regional Anti-Violence Network with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are not inconsistent with this resolution.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are expressly rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Megan Platt ^{RLA}

MEGAN PLATT, Assistant City Attorney

2017 METRO GANG TASK FORCE MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation and undersigned Denver metropolitan area law enforcement agencies participating on the Metro Gang Task Force (MGTF). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

NO ASSIGNMENT

2. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

AUTHORITIES

3. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section 533; 42 U.S.C. Section 3771; Title 28, Code of Federal Regulations (C.F.R.), Section 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

4. The purpose of this MOU is to delineate the responsibilities of MGTF personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

5. The mission of MGTF is to identify, and target for prosecution, criminal enterprise groups responsible for violent gangs and drug trafficking. MGTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

ORGANIZATIONAL STRUCTURE

6. MGTF will consist of a combined enforcement body of agencies participating in this MOU. The participating agencies, as set forth below, will provide full-time assigned personnel.

County of Arapahoe, Sheriff's Office
City of Aurora, Aurora Police Department
Colorado State Patrol
City and County of Denver, Denver Police Department
Denver District Attorney's Office
County of Douglas Sheriff's Office
FBI, Denver Division
Department of Homeland Security Investigations
County of Jefferson, Sheriff's Office
City of Lakewood, Lakewood Police Department
Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)
Colorado National Guard Joint Counterdrug Task Force

DIRECTION, EXECUTIVE BOARD ROLE

7. All participants acknowledge that MGTF is a joint operation in which all agencies act as full partners in the operation of the task force. An Executive Board, made up of the Aurora Police Chief, the FBI Special Agent in Charge (SAC) of the Denver Division, and the department/agency heads, or their designees, of all other participating entities will be responsible for the strategy and direction of the MGTF. The Executive Board will meet on a regular basis to provide policy oversight and ensure that MGTF meets the goals and objectives of all participating agencies. Unresolved issues and conflicts involving MGTF between the Aurora Police Chief and the SAC should be brought to the Executive Board for consultation to assist in the decision-making process of the Aurora Police Chief and the SAC. Membership on the Executive Board can be delegated by the participating agency head to a subordinate.

SUPERVISION

8. The day-to-day operation, coordination, and execution of MGTF will be the joint responsibility of a Task Force Commander (TFC) appointed by the Aurora Police Chief and an FBI Supervisory Special Agent (SSA) appointed by the Denver Special Agent in Charge (SAC). Ultimate oversight, supervision, and administrative control of MGTF will be the joint responsibility of the Aurora Police Chief and the SAC, consistent with Section 3.3 of the FBI's Domestic Investigations and Operations Guide.
9. The TFC and all Task Force Officers (TFOs) will be federally deputized and provided federal law enforcement authority under Title 18 and Title 21 of the United States Code. The FBI SSA and TFC will provide operational and administrative leadership in equal measure and will coordinate appropriately to ensure mission success, compliance with all applicable FBI policies, and proper flow of information to all relevant parties. The daily management of MGTF by the SSA and TFC will be closely coordinated with the Executive Board. Responsibility for the conduct of MGTF members, both personally and professionally, shall remain with the respective agency heads.
10. Though the granting of federal law enforcement authority requires federal supervision, nothing in this document should be understood to impede the critical need for co-equal responsibility in the management and direction of MGTF or limit any otherwise existing authority enjoyed by any participant.
11. Conduct undertaken outside the scope of an individual's MGTF duties and assignments under this MOU shall not fall within the oversight responsibility of the FBI or any other agency that is not the individual's employing agency. As stated in paragraph 78, below, neither the United States nor the FBI shall be responsible for such conduct.

12. MGTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
13. MGTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU. Acknowledging that MGTF personnel will need to commit some time for non-MGTF matters, personnel assigned to MGTF by the participating agencies will be committed full time to the MGTF assignment.
14. As a general rule, continued assignment of personnel to MGTF will be based on performance and at the discretion of the appropriate participating agency. The FBI SAC and FBI SSA MGTF supervisor will also retain discretion to remove, under extraordinary circumstances, Title 18 and Title 21 federal law enforcement authority from any MGTF assigned individual. Any such decision would be coordinated, to the extent reasonably possible, with the TFC and Executive Board.

CASE ASSIGNMENTS

15. The FBI SSA, in consultation with the TFC, will be responsible for opening, monitoring, directing, and closing all MGTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
16. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the FBI SSA and TFC.
17. For FBI administrative purposes, MGTF cases will be entered into the relevant FBI computer system.
18. All MGTF personnel will have equal responsibility for each case assigned. All MGTF personnel assigned to each case will be responsible for completing investigations from predication to resolution.

OPERATIONS

19. It is agreed that matters designated to be handled by MGTF will not knowingly be subject to non-MGTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding MGTF's existence and areas of concern.
20. It is agreed that there will be no unilateral action taken on the part of the FBI or any participating agency relating to MGTF investigations or areas of concern as described in paragraph 5. All law enforcement actions will be coordinated and cooperatively carried out.
21. MGTF investigative leads outside of the geographic areas of responsibility for Denver FBI will be communicated to other FBI offices for appropriate investigation.

CONFIDENTIAL HUMAN SOURCES

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-MGTF personnel will be limited to those situations where it is essential to the effective performance of MGTF. These disclosures will be consistent with applicable DOJ and FBI policies and guidelines.
23. Non-FBI MGTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the MGTF.
24. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released by MGTF personnel without prior FBI approval.
25. In those instances where a participating agency provides a CHS, utilization of such CHS will be approved by the Task Force Commander. All documentation regarding non-FBI CHSs will be secured by the Task Force Commander.
26. The United States Attorney General's Guidelines, and any amendment thereto, and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of MGTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure. Any CHS opened by a state or local TFO prior to federal deputation will be reopened as an FBI CHS if the CHS is being used in furtherance of a subsequent MGTF investigation. Failure to do so may result in DOJ's refusal to represent the TFO during any potential litigation proceedings filed against the TFO in his or her individual capacity.
27. Operation, documentation, and payment of any CHS opened and operated in furtherance of an MGTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI MGTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of MGTF investigations shall be maintained at location determined by the TFC.

REPORTS AND RECORDS

28. Personnel assigned to MGTF may utilize report forms and reporting formats required by their respective agencies. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by MGTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
29. Records and reports generated in MGTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and operational matters will be maintained in the FBI investigative file for MGTF.
30. MGTF investigative records maintained at the Denver Field Office of the FBI will be available to all MGTF personnel, as well as their supervisory and command staff, subject to pertinent legal, administrative and/or policy restrictions.
31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of MGTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by MGTF personnel.

32. All MGTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to FBI SSA approval.
33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
34. The Parties acknowledge that this MOU may provide MGTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by MGTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

35. No information possessed by the FBI, to include information derived from informal communications between MGTF personnel and FBI employees not assigned to MGTF, may be disseminated by MGTF personnel to non-MGTF personnel without the approval of the FBI SSA and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, MGTF personnel will not provide participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing party so that corrective action can be taken.
37. A Party that discloses Personally Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely and relevant.
38. Each participating agency is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Participating agencies will immediately report to the other participating agencies, including the FBI, each instance in which investigative information received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. The Parties agree that they may audit the handling and maintenance of investigative information in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

41. MGTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of MGTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of MGTF, in consultation with appropriate prosecuting authorities.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or a determination is made to prosecute an MGTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal and federal limitations.

INVESTIGATIVE METHODS

44. For MGTF investigations that contemplate federal prosecution at any point during the investigation or in which FBI CHSs are utilized, the parties agree to conform to FBI policies and procedures concerning investigative methods, evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the Colorado state court system, the investigative methods employed by FBI SAs and deputized TFOs shall conform to the requirements of Colorado state law.

UNDERCOVER OPERATIONS

45. All MGTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL DEVICES

46. The parent agency of each individual assigned to MGTF will ensure that while the individual is participating in MGTF operations as a federally deputized task force officer, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to MGTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by individuals assigned to MGTF are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices. Pursuant to Section VII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all individuals assigned to MGTF must be made aware of and adhere to the policy and its limits on DOJ officers.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

48. MGTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

49. All local and state law enforcement personnel designated to MGTF, subject to a limited background inquiry, will be federally deputized and provided federal law enforcement authority under Title 18 and Title 21 of the United States Code. These deputations should remain in effect throughout the tenure of each investigator's assignment to MGTF, or until the termination of MGTF, whichever comes first.
50. Deputized MGTF personnel will be subject to the rules and regulations pertaining to such deputation, including federal supervision requirements imposed by the United States Marshals Service and existing FBI policy. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

51. In furtherance of this MOU, federally deputized MGTF personnel may be permitted to drive FBI owned or leased vehicles for official MGTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to MGTF personnel will require the execution of a separate Vehicle Use Agreement.
52. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to MGTF business.
53. The FBI and the United States will not be responsible for any tortious act or omission on the part of federally deputized MGTF personnel or for any liability resulting from the use of an FBI owned or leased vehicle utilized by federally deputized MGTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
54. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by federally deputized MGTF personnel while engaged in any conduct other than their official duties and assignments under this MOU and that is in accordance with applicable federal rules and procedures governing the use of a federal vehicle.
55. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by federally deputized MGTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

56. The participating agencies remain responsible for all personnel costs for their MGTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 57 below.

57. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by deputized non-federal MGTF personnel assigned full-time to MGTF, provided overtime expenses were incurred as a result of MGTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to MGTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable overtime provisions for the participating agencies and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

58. Property utilized by MGTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of MGTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by MGTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of MGTF, will be the financial responsibility of the agency supplying said property.

FUNDING

59. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress or other relevant governing bodies will appropriate funds for such expenditures.
60. The parties to this MOU understand and agree that any expenditure of the City and County of Denver shall extend only to funds appropriated by the Denver City Council for the purpose of the types of law enforcement activities contemplated by this MOU, encumbered for the types of law enforcement activities contemplated by this MOU, and paid into the Treasury of the City and County of Denver.

FORFEITURES

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with MGTF operations.
62. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to MGTF investigations may be equitably shared with the agencies participating in MGTF.

DISPUTE RESOLUTION

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve MGTF's objectives.

64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the task force level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SECURITY CLEARANCES

67. The FBI maintains secure office space and computer networks within MGTF's facility. A "Top Secret" security clearance is required for unescorted access to FBI space and networks.
68. Local and state law enforcement personnel with a need to know assigned to MGTF will have an opportunity to apply for a security clearance sponsored by the FBI. Any state or local law enforcement personnel who do not acquire a security clearance will not be allowed unescorted access to FBI secured space and computer networks.
69. If a candidate from a participating agency will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If the FBI determines that a prospective candidate shall not be eligible for the required security clearance, the participating agency shall be notified and a request shall be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, MGTF personnel will be required to obtain and maintain a "Top Secret" security clearance. MGTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
73. Upon departure from the MGTF, each individual whose assignment to the MGTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to MGTF.
75. Each party agrees to notify the others in the event of receipt of a civil, criminal, or

administrative claim arising from this MOU. All parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts related to this MOU. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. The participating agency shall immediately notify the FBI and the FBI shall immediately notify the pertinent participating agencies of any complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of federally deputized personnel assigned to the MGTF or otherwise relating to the MGTF. The participating agency/FBI acknowledges that financial and civil liability, if any, and in accordance with applicable law, for the acts and omissions of each employee detailed to MGTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to MGTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to MGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any MGTF personnel.
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens. v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the MGTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the Denver FBI, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any MGTF personnel. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).
78. Liability for any conduct by MGTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved. Liability for any conduct by FBI personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the participating agencies, or any of them, and their governing bodies,

and shall be the sole responsibility of the respective employee and/or the FBI. Federal, state, local, and tribal officers enjoy qualified immunity from suit from constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." *Harlow v. Fitzgerald*, 457 U.S. 800 (1982).

DURATION

79. The term of this MOU is for the duration of MGTF, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the participating agencies.
80. Any participating agency may withdraw from MGTF at any time by written notification to the FBI SSA and the Task Force Commander at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to MGTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MGTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.
83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

DISCLOSURE OF MOU

84. In the event that any of the Colorado governmental parties receive a records request for a copy of the MOU pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.*, or the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301, *et seq.*, the Colorado governmental parties will provide notification to the SAC of the Denver FBI office prior to releasing the MOU.

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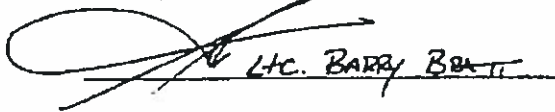
SIGNATORIES

The signature below indicates that the individual has received and read a copy of this agreement and has the proper authority to, as a representative their agency/governmental entity, to agree to the terms and conditions therein

 ~~SHERIFF~~

County of Arapahoe, Sheriffs Office

See signature page below

 LTC. BARRY BENT

City of Aurora, Aurora Police Department

Colorado State Patrol

Colorado National Guard Joint Counterdrug Task Force

City and County of Denver, Denver Police Department

Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

County of Jefferson, Sheriffs Office

See signature page below

City of Lakewood, Lakewood Police Department

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

Dated this 5th day of June, 2017.

CITY OF AURORA, COLORADO


Mayor Stephen D. Hogan

ATTEST:


Linda Blackston
City Clerk

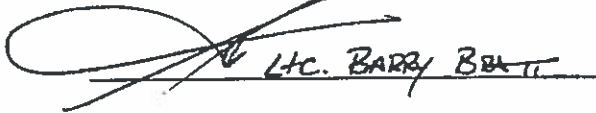
APPROVED AS TO FORM:


Nancy Rodgers, Sr. Asst. City Attorney

SIGNATORIES

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LTC. BARRY BENT

County of Arapahoe, Sheriffs Office

City of Aurora, Aurora Police Department

Colorado State Patrol

Colorado National Guard Joint Counterdrug Task Force

City and County of Denver, Denver Police Department

Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

County of Jefferson, Sheriffs Office

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City of Lakewood, Lakewood Police Department

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)


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County of Arapahoe, Sheriffs Office

See signature page below

City of Aurora, Aurora Police Department



Digitally signed by
SOPER ROBERT COLLETT.1035301351
DN: cn=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=ISA,
cn=SOPER ROBERT COLLETT.1035301351
Date: 2017.08.08 14:24:55 -0500

Colorado State Patrol

Colorado National Guard Joint Counterdrug
Task Force

City and County of Denver, Denver Police
Department

Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security
Investigations

County of Jefferson, Sheriffs Office

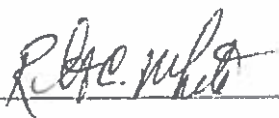
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City of Lakewood, Lakewood Police
Department

Rocky Mountain High Intensity Drug Trafficking
Area (RMHIDTA)

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_____	Colorado State Patrol
_____	Colorado National Guard Joint Counterdrug Task Force
_____  _____	City and County of Denver, Denver Police Department
_____	Denver District Attorney's Office
_____	County of Douglas, Sheriffs Office
_____	Federal Bureau of Investigation, Denver
_____	Department of Homeland Security Investigations
_____	County of Jefferson, Sheriffs Office
See signature page below	City of Lakewood, Lakewood Police Department
_____	Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

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County of Arapahoe, Sheriff's Office

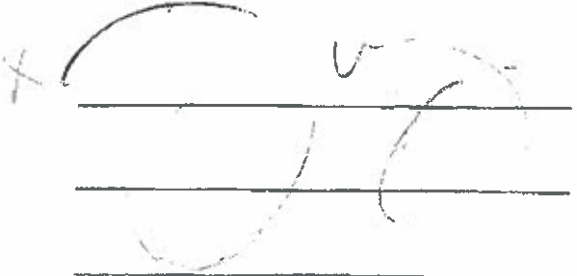
See signature page below

City of Aurora, Aurora Police Department

Colorado State Patrol

Colorado National Guard Joint Counterdrug Task Force

City and County of Denver, Denver Police Department



Denver District Attorney's Office *Ryan Brackley*

County of Douglas, Sheriff's Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

County of Jefferson, Sheriff's Office

See signature page below

City of Lakewood, Lakewood Police Department

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

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See signature page below

City of Aurora, Aurora Police Department

Colorado State Patrol

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City and County of Denver, Denver Police Department



Denver District Attorney's Office

County of Douglas, Sheriffs Office

Federal Bureau of Investigation, Denver

Department of Homeland Security Investigations

County of Jefferson, Sheriffs Office

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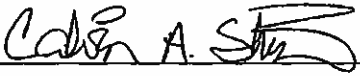


City of Lakewood, Lakewood Police Department

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

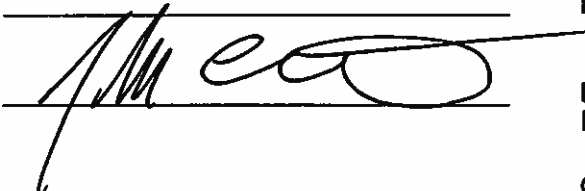
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	Department of Homeland Security Investigations
_____	County of Jefferson, Sheriffs Office
See signature page below	City of Lakewood, Lakewood Police Department
_____	Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)

COUNTY OF JEFFERSON
STATE OF COLORADO



Jeff Shrader, Sheriff

Date: 5/15/17

APPROVED AS TO FORM



Kurtis Behn
Assistant County Attorney

Dated this 26 day of May, 2017.



CITY OF LAKEWOOD, COLORADO

Daniel J. McCasky, Chief of Police
Lakewood Police Department

ATTEST:

Deputy City Clerk, Michele Millard

APPROVED AS TO FORM:

Janet Young, Deputy City Attorney
Office of the City Attorney

SIGNATORIES

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County of Arapahoe, Sheriffs Office

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City of Aurora, Aurora Police Department

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Department of Homeland Security Investigations

County of Jefferson, Sheriffs Office

See signature page below

City of Lakewood, Lakewood Police Department

_____

Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member to the Homestake Steering Committee
Item Initiator: Marshall Brown, General Manager, Aurora Water
Staff Source/Legal Source: Dan Mikesell, Director of Operations, Aurora Water/ Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/17/2021

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 4/21/2021

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

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

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

On April 21, 2021, the Water Policy Committee supported moving this item forward to Study Session.

Previously, the City Council appointed Steve Sciba to a three (3) year term (expiring December 2023), Alexandra Davis to a three (3) year term (expiring December 2022), and Dan Mikesell to a three (3) year term (expiring December 2021)

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

The Homestake Water Project was developed and is jointly operated by Colorado Springs and Aurora (Cities) to provide a raw water supply for the Cities. The original Homestake Project, developed pursuant to the 1962 contract between the two Cities, included many facilities: Homestake collection system, Homestake Reservoir, Homestake Tunnel from Homestake Reservoir to Turquoise Reservoir, Otero Pump Station, and pipelines for delivery of water to the Cities. Operation of these facilities is overseen by the Homestake Steering Committee as outlined in the 1962 Agreement. In 1983, the Cities entered into an Intergovernmental Agreement (IGA) to also create the "Joint Water Authority" to facilitate funds and construction of new project infrastructure.

The Homestake Steering Committee has requirements for members and directors to be appointed by their respective City Council. The IGA has specific language as to the makeup of the representatives.

Homestake Agreement (1962):

"It shall be composed of six (6) members, three (3) members to be appointed from each of the Cities. Subject always to the control and supervision thereof by the City Council and the proper officers of each City, said board of commission as so constituted shall carry out and manage the planning, engineering, constructions, financing, maintenance, and operations of said common facilities, and shall appoint and engineer manager."

The Steering Committee is made up of six (6) members, three (3) from each City. The current Aurora members are Alexandra Davis, Deputy Director of Water Resources, term of three (3) years, December 2019 to December 2022, Steve Sciba Deputy Director of Operations term of three (3) years, December 2020 to December 2023, and Dan Mikesell, Director of Operations, term of three (3) years December 2018 to December 2021.

Dan Mikesell will be retiring from the City in July of this year and the Water Department is requesting that Sarah Young Deputy Director of Planning & Engineering replace him on the Homestake Steering Committee. The Water Department is further requesting that this appointment be made for 3 years and six months which allows Sarah to serve the remainder of Dans current term on the committee.

Duties and Responsibilities of Steering Committee and Joint Water Authority

Scheduled meetings are held quarterly (March, June, September, and December) of which general business is discussed regarding water rights issues, operations, projects, planning, budget, and general policy issues. Meetings are held at several locations including both Cities, and at the Homestake Project location North of Buena Vista. In addition, numerous special and sometimes emergency meetings and conference calls are held across the year for guidance from the *Steering Committee* on major operational and planning issues. Because the "project" deals with water transmission services the resident engineer is in contact on a weekly and sometimes daily basis for water operations needs with *Steering Committee* members. Currently *Joint Water Authority* business is handled within the context of *Steering Committee* meetings with the exception being an annual budget approval meeting in December, which as required by law, is to be noticed.

The makeup of the *Steering Committee* and the *Joint Water Authority* consist of members from each

City that have decision making authority regarding both water resource, engineering and operational issues. In both Cities, this has been accomplished by assigning the current water resource manager(s) and operations manager(s). This allows for uninterrupted daily operations of the project. With the addition of Sarah Young, the committee will benefit by adding engineering expertise.

Budgeting for the Homestake Project and Joint Water Authority is accomplished through the annual budget approval from both Cities and their respective City Council.

In order to abide by the terms of the establishing contracts (IGA's) and maintain consistency of operations, Aurora Water is requesting Sarah Young be appointed for the remainder of Dan Mikesell's 2018 to 2021 term (July 2021 to December 2021) and be appointed to the next term (December 2021 to December 2024).

QUESTIONS FOR COUNCIL

Does the City Council support the appointment of Sarah Young for three (3) years and six (6) months (expiring December 2024) to the Homestake Steering Committee and does Council desire to move this item to Regular Session?

LEGAL COMMENTS

The terms of the 1962 Homestake Agreement between Aurora and the City of Colorado Springs provide for the following:

"It shall be composed of six (6) members, three (3) members to be appointed from each of the Cities. Subject always to the control and supervision thereof by the City Council and the proper officers of each City, said board of commission as so constituted shall carry out and manage the planning, engineering, constructions, financing, maintenance, and operations of said common facilities, and shall appoint an engineer manager." (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

Date: 3/29/2021

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.

Application kept for One Year. May Attach Resume.

Board/Commission Applying For: Homestake Steering Committee and Joint Water Authority

PERSONAL INFORMATION:

Name: SARAH YOUNG		How long in Aurora?: 8 years (employed)
Home Address: [REDACTED]		Registered to Vote?: Yes
e-mail address: syoun@auroragov.org		Work Phone: 303-908-8945

EDUCATION: ****Required to verify voter registration**

Yrs. Completed: 4	Degree(s): B.S. in Civil Engineering
Colleges: CU Denver	

EMPLOYMENT:

Employer Name/Address: Aurora Water, 15151 East Alameda Pkwy	Director: Marshall Brown
Work Experience: 12 years private engineering consulting, 2 years construction, 8 years public sector, currently Aurora Water Deputy Director in Planning and Engineering	Certifications Professional Engineer - CO

COMMUNITY INVOLVEMENT:

Volunteering for a variety of food banks (SECOR and FBOTR), Aurora Warms the Night and Habitat for Humanity.
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what position: Board member on Aurora Chamber of Commerce Leadership Aurora

INTERESTS/ACTIVITIES:

Biking, yoga, reading, travel

WHY DO YOU DESIRE THIS APPOINTMENT:

To provide planning and engineering perspective in our working relationship with our partners in the Homestake project
How much time do you anticipate being able to spend on this appointment each month? 8 hours

PLEASE GIVE THREE REFERENCES:

Name: Marshall Brown	Aurora Water General Manager	mbrown@auroragov.org
Name: Pieter Van Ry	Director – South Platte Renew and City of Englewood Utilities	PVanRy@Englewoodco.gov
Name: Emily Lowell	District Engineer – Upper Yampa Water Conservancy District	elowell@upperyampa.com

I certify that the foregoing information is true and correct.

Sarah J Young
(Volunteer's name printed)


(Volunteer's signature)

3-29-21
(Date)

SEND COMPLETED FORM TO:
CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012
PHONE: 303-739-7094 FAX: 303-739-7520.
(-OVER-)

How did you hear about us: <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input type="checkbox"/> Word of Mouth <input checked="" type="checkbox"/> Other: <u>Work Duties</u>	

FOR OFFICE USE ONLY:

Date Received: _____ Excel Entry Date: _____ Initials: _____	Registered Voter: ____ Yes ____ No ____ N/A County: _____ As of: _____ Volunteer Agreement Signed?: ____ Yes ____ No Incumbent? ____ Renewal Letter Attached? ____ New Volunteer Agreement? ____
---	---

Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Postcard Sent:	Response:	
Date Postcard Sent:	Response:	

Water Policy Committee (WPC) Meeting
April 21, 2021

Members Present: Council Member Crystal Murillo, Chair; Council Member Allison Hiltz
Vice Chair; Council Member Alison Coombs

Others Present: Casey Rossman, Christine McKenney, Greg Baker, Janet Marlow (CWAC),
Sean Lieske, Dan Mikesell, Jo Ann Giddings, Marshall Brown, Alex Davis,
Steve Fiori, Sarah Young, Nancy Freed

5. Consideration to appoint one (1) member to the Homestake Steering Committee

Summary of Issue and Discussion: D. Mikesell gave some background on the duties and responsibilities of the Homestake Steering Committee. Dan Mikesell will be retiring from the City in July of this year and Aurora Water requests that Sarah Young, Deputy Director of Planning & Engineering replace him on the Homestake Steering Committee, and further request that this appointment be made for three (3) years and six (6) months which allows Sarah to serve the remainder of Dan's current term on the committee.

Outcome: The Committee supports the Consideration to appoint one (1) member to the Homestake Steering Committee and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Consideration to appoint one (1) member to the Homestake Steering Committee and will forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to reappoint one member to the Election Commission

Item Initiator: Carolyn Boller, Election Commission Chair

Staff Source/Legal Source: Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community

COUNCIL MEETING DATES:

Study Session: 5/3/2021

Regular Meeting: 5/10/2021

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The Election Commission has one opening due to term expiration. The Election Board held interviews with 3 candidates and one existing board member seeking reappointment on March 25th. The Commission is recommending the reappointment of one member, Scott Irvin. If reappointed, Mr. Irvin's term will expire December 31, 2024.

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

The Election Commission is comprised of five members all of whom can serve two consecutive four-year terms. Members shall be an Aurora and a registered elector and cannot hold any elective federal, state, county or City office, be a candidate for any elective office in the City or be employed by the City. Current members of the Election Commission, including their wards, are:

Carolyn Boller – Ward I
Joanna Floribus – Ward IV
Jessica Chauvin – Ward II
William McCartin – Ward VI
Scott Irvin – Ward VI

QUESTIONS FOR COUNCIL

Does the City Council wish to move this forward to the formal agenda?

LEGAL COMMENTS

The five members of the Commission shall be qualified electors of the City. Members shall be appointed by City Council to four-year staggered terms. During their term of office, members shall not hold any elective federal, state, county or city office, nor be employed by the City, nor shall they be candidates for any elective office in the City. (Article 2-2, City Charter) (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to the Aurora Election Commission

Dear Mayor and Members of the Aurora City Council:

My term of office on the Aurora Election Commission has recently expired. I am interested in serving an additional term. There have been many issues that have come before the commission since my appointment, and I believe my knowledge and experience has been an asset to the city. There have been so many topics of study, inquiry, and debate but I will only name a few items. The issues of residency in representation were addressed and I motioned to strengthen the language of the Candidate Affidavit. Another motion that I made was the conflict resolution between the city and the Arapahoe Clerk's Office to strengthen our relationship and uphold accountability through a reformed IGA. The 2020 Census data will give the city a lot of important redistricting information and my experience in this process will be valuable. It has been an honor to serve my hometown and I hope you will sincerely consider my application and reappointment.

Sincerely,



Signature

Scott Irvin

Printed name

Aurora Election Commission

Name of Board/Commission

3/21/2021

Date

March 19th, 2021

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

VI lv. As of 3/23

Aurora Election Commission

Name: SCOTT IRVIN			29 Years
Home Address: 3717 S Yampa Way		Zip: 80013	<i>Moving to 2281 S Vaughn Way 113A 80014 on March 23rd</i>
E-mail address: <hr/>	Date of Birth:		Work Phone:

Yrs. Completed: 17 Years	Degree(s): BA Political Science
College Metropolitan State University of Denver	

Employer Name/Address: Colorado Health Network	Position: Health Access Program Coordinator	How long? 2 yrs 7 months
Work Experience: Campaigns, Health Access for People living with HIV, Infectious Disease, Sexual Health	Certifications: Certified Application Councilor with Connect for Health Colorado	
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, what position: Not with the City of Aurora. I have applied for two appointment positions at the State of Colorado with CDPHE		

Microsoft 365 and Excel, Publisher, Political Activism and Healthcare Policy. I enjoy having brunch and Mimosas

I would like to participate in my hometown and the other members of the commission have become family to me.

I have been developing my skills and have learned a lot that can be applied to the commission. My experience on the commission and expertise will be an even stronger asset to the city and the citizens we serve during my next term.

Name: Vanessa Irvin- Former City of Aurora Manager: Development Assistance	Address: 3717 S Yampa Way Aurora Colorado 80013	Phone: 720-318-4306
Name: Jason Batchler	Address:	Phone: 303-378- 4131
Name: Mike Hyman – Castle Rock Town Attorney	Address:	Phone: 720-427-3855

Scott Irvin
(Volunteer's name printed)

and correct.

Antel Levin
(Volunteer's signature)

3/19/2021
(Date)

SEND COMPLETED FORM TO:

CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012

PHONE: 303-739-7094 FAX: 303-739-7520.

(-OVER-)

<p>How did you hear about us:</p> <p><input type="checkbox"/> Newspaper: _____</p> <p><input type="checkbox"/> News Aurora (water bill newsletter)</p> <p><input type="checkbox"/> Channel 8</p> <p><input type="checkbox"/> Word of Mouth</p> <p><input checked="" type="checkbox"/> Other: _____</p>	<p>Ethnic Background:</p> <p><input checked="" type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Hispanic/ Latino</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> Native Hawaiian or other Pacific Islander</p> <p><input type="checkbox"/> American Indian or Alaska Native</p> <p><input type="checkbox"/> Two or more races</p> <p>Gender:</p> <p><input checked="" type="checkbox"/> Male <input type="checkbox"/> Female</p>
---	---

FOR OFFICE USE ONLY:

<p>Date Received: _____</p> <p>Excel Entry Date: _____</p> <p>Initials: _____</p>	
--	--

Date: 03/14/2021

Ward No: IV

Board/Commission Applying For: Election Commission

Name: Eric Mulder

Home Address: 15462 E Evans Ave

City: Aurora

Zip: 80013

How Long in Aurora: 10 yr

Register to Vote: Yes

EDUCATION:

Years Completed: 4

Degree(s): Bachelor's

Colleges: Rocky Mountain College of Art + Design

EMPLOYMENT:

Employer Name: Parkview Congregational Church UCC Employer Address: 12444 E Parkview Drive

Position: Communications Coordinator

How Long?: 7 months

Work Experience:

Certifications:

COMMUNITY INVOLVEMENT:

Involvement: Prior commission experience and civic engagement Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

INTERESTS/ACTIVITIES:

Interests/Activities:

APPOINTMENT:

Why do you desire this appointment? To support open and fair elections in the city of Aurora How much time do you anticipate being able to spend on this appointment each month?: 10-20 hours per week

PLEASE GIVE THREE REFERENCES:

Name: Kevin Gulbranson

Address: 21079 E Mineral Dr, Aurora CO 80016

Phone:

Name: Michele Poague

Address: 21079 E Mineral Dr, Aurora CO 80016

Phone:

Name: Kat Martin

Address: 919 S Peoria St, Aurora, CO 80012

Phone:

Date: 01/17/2021

Ward No:

Board/Commission Applying For: Elections Commission

Name: Joel Jose

Home Address: 23326 E Ottawa Drive

City: Aurora

Zip: 80016

Work Phone:

How Long in Aurora: 1981

Register to Vote: Yes

EDUCATION:

Years Completed:

Degree(s): PhD, MS, BA

Colleges: Capella University (PhD) University of Cincinnati (MS) Regis University (BA)

EMPLOYMENT:

Employer Name: Englewood Police Dept Employer Address: 3615 S Elati St Englewood, CO 80110

Position: Police Sergeant

How Long?: 20yrs 4 mo

Work Experience: Patrol supervisor. Also supervises Crisis Negotiations and CSI teams. Adjunct Faculty at CSU-Global

Certifications: Colorado POST

COMMUNITY INVOLVEMENT:

Involvement:

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position:

INTERESTS/ACTIVITIES:

Interests/Activities: Fishing, boating, reading, basketball, spending time with family

APPOINTMENT:

Why do you desire this appointment? To be part of a fair, equitable, and accessible election process in Aurora.

How much time do you anticipate being able to spend on this appointment each month?: As much time as required

PLEASE GIVE THREE REFERENCES:

Name: Dr. Sara Metz

Address: 9362 Teddy Lane #106, Lone Tree, CO

Name: Michael Carter

Address: 16000 E CentreTech Pkwy, Aurora, CO

Name: Chad Read

Address: 3615 S Elati St, Englewood, CO

Date: 07/06/2020
Ward No: VI
Board/Commission Applying For: Election Commission

Name: Perry Deeds
Home Address: 8118 S Yantley Ct
City: Aurora
Zip: 80016-7442
Work Phone: _____
How Long in Aurora:
Register to Vote: Yes

EDUCATION:

Years Completed: 18
Degree(s): AA, BA and Masters
Colleges: Blinn College And Texas A & M University

EMPLOYMENT:

Employer Name: Employer Address:
Position:
How Long?:
Work Experience:
Certifications: Public Policy

COMMUNITY INVOLVEMENT:

Involvement:
Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No
If Yes, what position:

INTERESTS/ACTIVITIES:

Interests/Activities:

APPOINTMENT:

Why do you desire this appointment?
How much time do you anticipate being able to spend on this appointment each month?: As needed

PLEASE GIVE THREE REFERENCES:

Name: Christine Johnson
Address:

Name: Dennis Corley
Address:

Name: Patrick Noel
Address:

Applicant Initials Given? Yes - P.D.

Acce

late:

Initials:

As of:

7/29/2020

**Election Commission
City of Aurora, Colorado
March 25, 2021
6:00 p.m.
Via Virtual**

Carolyn Boller called the meeting to Order.

Members Present:

Carolyn Boller
Joanna Floribus
Jessica Chauvin

Staff Present: Kadee Rodriguez City Clerk, Patricia Varney, City Clerk Analyst

Election Commission Interviews

Interviews took place for an appointment for the Election Board. Interviews were conducted by the Election Board as the board interviewed the following candidates:

Perry Deeds
Eric Mulder

A decision was made after discussion to give Joel Jose an opportunity to interview with the board after he had communicated with the City Clerk's office that he had a family emergency and was not able to attend his scheduled interview. It was also communicated to move Scot Irvin's interview to be conducted along with Joel Jose's interview on April 6, 2021.

Meeting adjourned at 7:03 pm on March 25, 2021.

Carolyn Boller, Chair

**Election Commission
City of Aurora, Colorado
April 6, 2021
6:00 p.m.
Via Virtual**

Carolyn Boller called the meeting to Order.

Members Present:

Carolyn Boller
William McCartin
Joanna Floribus
Jessica Chauvin

Staff Present: Kadee Rodriguez City Clerk, Patricia Varney, City Clerk Analyst, Dave Lathers, Senior Assistant City Attorney

Election Commission Interviews

Interviews took place for an appointment for the Election Board. Interviews were conducted by the Election Board and Joel Jose and Scott Irvin. Bill requested from the City Clerk the transcripts and or recordings from the three previous interviews so he can review prior to making a final decision on this appointment. A discussion took place as to how to move forward with an executive session to discuss who to move forward to fill the one open position on the Election board. City Clerk, Kadee Rodriguez, made a statement for the record, her suggestion to not move forward with an executive session because personal matters do not include discussion of local public body in the elected official or the appointment of any person to fill a vacancy in a local public body elected office.

The board requested an executive session take place.

A motion was presented by Bill McCartin to conduct an Executive Session to take place on April 14, 2021 at 6:00 pm via Webex to discuss the candidates to fulfill the position on the Election Commission. City Clerk, Kadee Rodriguez will send out the Webex invite to the Election board for this meeting to take place so the meeting can be recorded. Joanna Floribus seconded the motion.

City Clerk, Kadee Rodriguez, clarified the process for executive session for the Board.

A motion was made by Bill McCartin and seconded by Joanna Floribus to adjourn the Election Board meeting.

Meeting adjourned at 7:23 pm on April 6, 2021.

Carolyn Boller, Chair

**Election Commission
City of Aurora, Colorado
April 14, 2021
6:00 p.m.
Via Virtual**

Carolyn Boller called the meeting to Order.

Members Present:

Carolyn Boller
William McCartin
Joanna Floribus
Jessica Chauvin

Staff Present: Kadee Rodriguez City Clerk, Patricia Varney, City Clerk Analyst, Dave Lathers, Senior Assistant Senior Attorney

Approval of Agenda: Motion: Bill McCartin, moved to approve the agenda, seconded by Carolyn Boller. Motion Passed

Consideration to recommend one commission member to the Election Board

City Clerk, Kadee Rodriguez asked the Election Board members to provide verbally their top candidate to fill the one open position on the Election Commission. The following members provided their top candidate:

Carolyn Boller – Scott Irvin
Jessica Chauvin– Scott Irvin
Joanna Floribus – Scott Irvin
Bill McCartin – Scott Irvin

Motion to recommend Scott Irvin to the Election Commission: Motion: Carolyn Boller, seconded by Bill McCartin

Motion to adjourn the meeting: Motion Carolyn Boller, seconded by Joanna Floribus
The meeting adjourned at 6:20

Carolyn Boller, Chair



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member to the Joint Water Authority

Item Initiator: Brown, Marshall, General Manager, Aurora Water

Staff Source/Legal Source: Dan Mikesell, Director of Operations, Aurora Water/D. Lathers, Senior Asst. City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/17/2021

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 4/21/2021

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

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

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

On April 21, 2021, the Water Policy Committee supported moving this item forward to Study Session.

Previously, the City Council appointed Steve Sciba to a three (3) year term (expiring December 2023), Alexandra Davis to a three (3) year term (expiring December 2022), and Dan Mikesell for a three (3) year term (expiring December 2021), to the Joint Water Authority.

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

The Homestake Water Project was developed and is jointly operated by Colorado Springs and Aurora (Cities) to provide a raw water supply for the Cities. The original Homestake Project, developed pursuant to the 1962 contract between the two Cities, included many facilities: Homestake collection system, Homestake Reservoir, Homestake Tunnel from Homestake Reservoir to Turquoise Reservoir, Otero Pump Station, and pipelines for delivery of water to the Cities. Operation of these facilities is overseen by the Homestake Steering Committee as outlined in the 1962 Agreement. In 1983, the Cities entered into an Intergovernmental Agreement (IGA) to also create the "Joint Water Authority" to facilitate funds and construction of new project infrastructure.

The Joint Water Authority was formed in 1983 by an IGA as a separate political subdivision "to effect development of water resources, systems, and facilities in whole or in part for the benefit of the Cities and their inhabitants." The Authority, with concurrence of the two Cities, issued bonds, secured and repaid those bonds by revenues under the Contract, and constructed the Extension Pipeline to transmit water from the outlet works of Twin Lakes Reservoir to the existing Otero Pumping Station intake pipeline. The original system used a river intake pipeline to divert and transmit water from

Arkansas River to Otero Pump Station; it had no connection directly to Twin Lakes. The addition of the Extension Pipeline to connect Twin Lakes to the Otero Pump Station was completed in 1983 to reduce pumping costs and allowed the system to operate year-round.

The Joint Water Authority has requirements for members and directors to be appointed by their respective City Council. The Agreement has specific language as to the makeup of representatives.

Joint Water Authority (1983):

"Each city Council shall in November or December of the calendar year immediately preceding the expiration dates of its City's representatives' term, appoint successive voting directors to the board, for three-year terms as representatives of the City. There is no limitation upon the number of terms, including successive terms that a Voting Director may hold office."

The Joint Water Authority is made up of six members, three from each City. The Aurora members of both the *Steering Committee* and *Joint Water Authority* are: Alexandra Davis, Deputy Director of Water Resources, term of three (3) years, December 2019 to December 2022, Dan Mikesell, Director of Operations, term of three (3) years, December 2018 to December 2021 and Steve Sciba, Deputy Director of Operations, term three (3) years, December 2020 to December 2023.

Dan Mikesell will be retiring from the City in July of this year and the Water Department is requesting that Sarah Young Deputy Director of Planning & Engineering replace him on the Authority. The Water Department is further requesting that this appointment be made for 3 years and six months which allows Sarah to serve the remainder of Dan's current term on the Authority.

Duties and Responsibilities of Steering Committee and Joint Water Authority

Scheduled meetings are held quarterly (March, June, September, and December) of which general business is discussed regarding water rights issues, operations, projects, planning, budget, and general policy issues. Meetings are held at several locations including both Cities, and at the Homestake Project location North of Buena Vista. In addition, numerous special and sometimes emergency meetings and conference calls are held across the year for guidance from the *Steering Committee* on major operational and planning issues. Because the "project" deals with water transmission services the resident engineer is in contact on a weekly and sometimes daily basis for water operations needs with *Steering Committee* members. Currently *Joint Water Authority* business is handled within the context of *Steering Committee* meetings with the exception being an annual budget approval meeting in December, which as required by law, is to be noticed.

The makeup of the *Steering Committee* and the *Joint Water Authority* consist of members from each City that have decision making authority regarding both water resource and operational issues. In both Cities, this has been accomplished by assigning the current water resource manager(s) and operations manager(s). By adding Sarah Young, a benefit will be realized by adding engineering expertise to the committee. This allows for uninterrupted daily operations of the project. In addition, for the purposes of the *Joint Water Authority* the Chief Financial Officer was included as an ex officio member.

Budgeting for the Homestake Project and Joint Water Authority is accomplished through the annual budget approval from both Cities and their respective City Council.

In order to abide by the terms of the establishing contracts (IGA's) and maintain consistency of operations, Aurora Water is requesting Sarah Young be appointed for the remainder of Dan Mikesell's term 2019 to 2021 term (July 2021 to December 2021) and be appointed to the next term (December 2021 to December 2024).

QUESTIONS FOR COMMITTEE

Does Council support the appointment of Sarah Young for three (3) years and six (6) months (expiring December 2024) to the Joint Water Authority and does Council desire to move this item to regular session?

LEGAL COMMENTS

The terms of the 1983 Joint Water Authority Agreement between Aurora and the City of Colorado Springs provide the following:

"Each City Council shall in November or December of the calendar year immediately preceding the expiration dates of its City's representatives' term, appoint successive voting directors to the board, for three-year terms as representatives of the City. There is no limitation upon the number of terms, including successive terms that a Voting Director may hold office." (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

Date:3/29/2021

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.

Application kept for One Year. May Attach Resume.

Board/Commission Applying For: Aurora/Colorado Springs Joint Water Authority

PERSONAL INFORMATION:

Name: SARAH YOUNG		How long in Aurora: 8 years (employed)
Home Address: [REDACTED]		Registered to Vote: Yes
e-mail address: syoung@auroragov.org		Work Phone: 303-908-8945

EDUCATION:

****Required to verify voter registration**

Yrs. Completed: 4	Degree(s): B.S Civil Engineering
Colleges: CU Denver	

EMPLOYMENT:

Employer Name/Address: Aurora Water, 15151 E. Alameda Pkwy	Director: Marshall Brown
Work Experience: 12 years private engineering consulting, 2 years construction, 8 years public sector, currently Aurora Water Deputy Director in Planning and Engineering.	Certifications Professional Engineer - CO

COMMUNITY INVOLVEMENT:

Volunteering for a variety of food banks (SECOR and FBOTR), Aurora Warms the Night and Habitat for Humanity.
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what position: Board Member on Aurora Chamber of Commerce Leadership Aurora

INTERESTS/ACTIVITIES:

Biking, yoga, reading, travel

WHY DO YOU DESIRE THIS APPOINTMENT:

<i>To provide planning and engineering perspective in our working relationship with our partners in the Aurora/Colorado Springs Joint Water Authority</i>
How much time do you anticipate being able to spend on this appointment each month? 8 hours

PLEASE GIVE THREE REFERENCES:

Name: Marshall Brown	Aurora Water General Manager	mbrown@auroragov.org
Name: Pieter Van Ry	Director- South Platte Renew and City of Englewood Utilities	PVanRy@englewoodco.gov
Name: Emily Lowell	District Engineer – Upper Yampa Water Conservancy District	elowell@upperyampawater.com

I certify that the foregoing information is true and correct.

Sarah J Young
(Volunteer's name printed)


(Volunteer's signature)

3/29/2021
(Date)

SEND COMPLETED FORM TO:
CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012
PHONE: 303-739-7094 FAX: 303-739-7520.

(-OVER-)

How did you hear about us: <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input type="checkbox"/> Word of Mouth <input checked="" type="checkbox"/> Other: <u>Work Duties</u>	

FOR OFFICE USE ONLY:

Date Received: _____ Excel Entry Date: _____ Initials: _____	Registered Voter: ____ Yes ____ No ____ N/A County: _____ As of: _____ Volunteer Agreement Signed?: ____ Yes ____ No Incumbent? ____ Renewal Letter Attached? ____ New Volunteer Agreement? ____
---	---

Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Postcard Sent:	Response:	
Date Postcard Sent:	Response:	

Water Policy Committee (WPC) Meeting
April 21, 2021

Members Present: Council Member Crystal Murillo, Chair; Council Member Allison Hiltz
Vice Chair; Council Member Alison Coombs

Others Present: Casey Rossman, Christine McKenney, Greg Baker, Janet Marlow (CWAC),
Sean Lieske, Dan Mikesell, Jo Ann Giddings, Marshall Brown, Alex Davis,
Steve Fiori, Sarah Young, Nancy Freed

6. Consideration to appoint one (1) member to the Joint Water Authority

Summary of Issue and Discussion: Dan Mikesell gave some background on the duties and responsibilities of the Aurora/Colorado Springs Joint Water Authority and will be retiring from the City in July of this year. Aurora Water requests that Sarah Young be appointed for the remainder of Dan Mikesell's term 2019-2021 Term (July 2021 to December 2021) and be appointed to the next term (December 2021 to December 2024).

Outcome: The Committee supports the Consideration to appoint one (1) member to the Joint Water Authority and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Consideration to appoint one (1) member to the Joint Water Authority and will forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to reappoint one member and appoint two new members to the Veterans Affairs Commission

Item Initiator: Ralph Charlip, Veterans Affairs Chair

Staff Source/Legal Source: Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/24/2021

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The Veterans Affairs Commission currently has three openings. The Commission is requesting one member of it's board be reappointed and two members of it's board for appointment. The reappointments and appointments are as follows:

Cynthia Francis – Chair – Reappointment

Michael Spatter – New appointment

Nathan Graff – New appointment

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

The Veterans Affairs Commission is comprised of eleven members, all of whom may serve for a total of three consecutive three year terms. Members shall be Aurora residents and a registered elector and be honestly discharged from the United States Armed Forces or hold veterans status with Merchant Mariners.

QUESTIONS FOR COUNCIL

Does Council wish to move this forward to the formal agenda?

LEGAL COMMENTS

The Veterans Affairs Commission shall consist of eleven voting members and one non-voting alternate member, who shall be registered electors and shall be honorably discharged from the United States Army, Navy, Marine Corps, Air Force or Coast Guard. (Code Section 2-851). This commission shall advise the council as to the concerns of veterans relating to transportation, housing employment and other areas affecting veterans in the city. They shall make recommendations to the Council of solutions to these issues and concerns, and they may serve as a source of information regarding sources and services available to veterans. (City Code Section 2-855)(Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal


If Significant or Nominal, explain:

MEMORANDUM

Apr 9, 2021

TO: City Council Members

THROUGH: Jamie LaDuke, Veterans Affairs Commission Liaison

FROM: Ralph Charlip, 2021 Chairperson, Veterans Affairs Commission


SUBJECT: Appointments to the Veterans Affairs Commission

The Veterans Affairs Commission unanimously supports the following candidates for appointment to the Commission:

- a. Cynthia Francis: Ms Francis is a current Commission member and has served as its 2019 Chairperson. She has demonstrated a strong commitment to veterans, the Commission's mission and the goals of the City of Aurora.
- b. Michael Spatter and Nathaniel Graff: To assess the qualifications of these individuals, I checked their social media accounts (Facebook and LinkedIn), spoke with three references for each candidate and three commissioners separately interviewed the candidates for approximately 70 minutes each during which they were asked questions about their experiences, values and desire to serve as a commissioner. Both candidates demonstrated strong values regarding honesty, integrity and accountability. They are clearly committed to veteran issues, both having been involved with veterans since their discharge from the US Army. They demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the Commission. Their reference checks were all positive and supported the information the candidates shared during their interview.

We look forward to working with all three individuals into the future.

Date:

11 Mar 2021

City of Aurora
APPLICATION FOR APPOINTMENT
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

II

Board/Commission Applying For:

City of Aurora Veterans Affairs Commission**PERSONAL INFORMATION:**

Name: CYNTHIA L. FRANCIS		How long in Aurora?: 10 ½ Years	
Home Address: 401 Chambers Way		Zip: 80011	
E-mail address:		Home Phone:	Work Phone:

HIGHEST LEVEL OF EDUCATION OR DEGREE EARNED:

Yrs. Completed: 16	Degree(s):
Colleges: CTU	

EMPLOYMENT:

Employer Name/Address: Federal GOV	Position: AO	How long? 4 ½ years
Work Experience: Project Mgt	Certifications: Supply Chain mgt Master Certificate/Pending PM	

COMMUNITY INVOLVEMENT:

NAACP; HCC; DAV; AL; WarriorNow;
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? X <input type="checkbox"/> Yes <input type="checkbox"/> No
NAACP Vets Group Chair; HCC Vet Chair; DAV VSO; Region 8 Vet Co-Chair; WarriorNow mentor

INTERESTS/ACTIVITIES:

Veteran Affairs

WHY DO YOU DESIRE THIS APPOINTMENT?

Seeking reappointment to continue servicing the Veterans of the City of Aurora and continue expanding accountable and decisive leadership abilities to devise viable solutions for emerging issues.
--

PLEASE GIVE THREE REFERENCES:

Name: Dr. Barbara Shannon-Banister	Address: bshanb@aol.com	Phone:
Name: Watik Aleem	Address: Watik7@gmail.com	Phone:
Name: Robert Chase	Address: rchase@arapahoegov.com	

I certify that the foregoing information is true and correct.

Cynthia L. Francis
 (Volunteer's name printed)


 (Volunteer's signature)

11 March 2021
 (Date)

SEND COMPLETED FORM TO:
CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012
PHONE: 303-739-7094 FAX: 303-739-7520.

(-OVER-)

<p>How did you hear about us:</p> <p><input type="checkbox"/> Newspaper: _____</p> <p><input type="checkbox"/> News Aurora (water bill newsletter)</p> <p><input type="checkbox"/> Channel 8</p> <p><input type="checkbox"/> Word of Mouth</p> <p><input checked="" type="checkbox"/> Other: <u>Currently within Commission</u></p>	<p>Ethnic Background:</p> <p><input type="checkbox"/> White</p> <p>X <input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Hispanic/ Latino</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> Native Hawaiian or other Pacific Islander</p> <p><input type="checkbox"/> American Indian or Alaska Native</p> <p><input type="checkbox"/> Two or more races</p> <hr/> <p>Gender:</p> <p><input type="checkbox"/> Male X <input type="checkbox"/> Female</p>
--	---

FOR OFFICE USE ONLY:

<p>Date Received: _____</p> <p>Excel Entry Date: _____</p> <p>Initials: _____</p>	
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The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

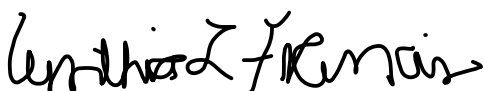
RE: Application for reappointment to the City of Aurora Veterans Affairs Commission

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term.

I hope you will sincerely consider my application and reappointment.

Sincerely,



Signature

Cynthia L. Francis

Printed name

Name of Board/Commission

11 March 2021

Date

Date: 02/28/2021
Ward No: 3
Board/Commission Applying For: Veterans' Affairs Commission

Name: Mike Spatter
Home Address: 340 Lansing St
City: Aurora
Zip: 80010
How Long in Aurora: 3yrs
Register to Vote: Yes

EDUCATION:

Years Completed: 4.5
Degree(s): BS – Electronics Engineering Technology MSM - Organizational Leadership (anticipated graduate, Dec 2021)
Colleges: ECPI University

EMPLOYMENT:

Employer Name: Elite Line Services Employer Address: Remote Worker
Position: Maintenance Manager
How Long?: 3 yrs
Work Experience: Leidos: Work Controller / Project Manager, Apr 2016 – Apr 2018 PAE: Fleet Maintenance Manager, Mar 2015 – Apr 2016 US Army, Retired: Unmanned Aerial Systems Integration Manager, Intelligence and Security Command, Sep 1999 – Mar 2015
Certifications: FEMA ICS 800 FEMA ICS 700 FEMA ICS 200 FEMA ICS 100 5S Concepts NR-EMT (expired)

COMMUNITY INVOLVEMENT:

Involvement: American Legion Life Member, VFW Member, TAPS Mentor Volunteer Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: Yes If Yes, what position: Citizens Water Advisory Committee

INTERESTS/ACTIVITIES:

Interests/Activities: Interested in personal and professional growth for myself and those in my charge. In my free time, I relax by tending my garden, working on home projects, and spending time with my family. I'm also involved with local veteran organizations.

APPOINTMENT:

Why do you desire this appointment? Given my status as a military veteran and involvement with veterans' organizations, I believe that I would add value to the Veterans' Affairs Commission.
How much time do you anticipate being able to spend on this appointment each month?: 15-20

PLEASE GIVE THREE REFERENCES:

Name: Aaron Schutze

Address: 1600 Iron Horse Dr, Longmont, CO 80501

Phone:

Name: Erincia Shupe

Address: 3549 S Kalispell St, Aurora, CO 80013

Phone:

Name: Tofer Breuer

Address: 1325 Fulton St, Aurora, CO 80010

Phone:

Date:
03/09/2021

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.
3

Application kept for One Year. May Attach Resume.

Board/Commission Applying For:	Veterans' Affairs Commission	DD214 #
--------------------------------	-------------------------------------	----------------

PERSONAL INFORMATION:

Name:		How long in Aurora:	
Nathaniel Paul Graff		8m resident, 2.5y emp	
Home Address:		Zip:	Registered to Vote:
12124 E. 2nd Drive Aurora, CO		80011	Yes
	**Date of Birth:	Home Phone:	Work Phone:

EDUCATION:

****Required to verify voter registration**

Yrs. Completed:	Degree(s):
19	Masters in Health Services Admin; Long Term Care Admin. BA in Philosophy; Political Science
Colleges:	
University of South Dakota (Masters); University of Minnesota-Twin Cities (BA-Phil); South Dakota State University (BA-Poli Sci)	

EMPLOYMENT:

Employer Name/Address:	Position:	How long?
Department of Veteran Affairs	Systems Redesign	15 mo
Work Experience:	Certifications:	
8 Years in Military; 7.5 Years in VA working in clinical management	Federal Contracting Officer Rep; Project Manager	

COMMUNITY INVOLVEMENT:

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, what position: Board Member: Farber Fund, Department of Political Science, University of South Dakota	

INTERESTS/ACTIVITIES:

Trivia Night @ Stanley Marketplace; Enjoying parks & trails near my home; Reading on my patio

WHY DO YOU DESIRE THIS APPOINTMENT:


I have dedicated my adult life to working with veterans, and I chose Aurora as my first place to buy a home.
How much time do you anticipate being able to spend on this appointment each month?
15-20 hours (if needed); can be flexible

PLEASE GIVE THREE REFERENCES:

Name:	Address:	Phone:
Anthony Moorehead	Denver, CO	
Name:	Address:	Phone:
Dr. Ian Black	Aurora, CO	
Name:	Address:	Phone:
Justin Goetz	Pierre, SD	

I certify that the foregoing information is true and correct.

Nathaniel Paul Graff


(Volunteer's signature)

03/09/2021

(Volunteer's name printed)

(Date)

SEND COMPLETED FORM TO:

CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012
PHONE: 303.739.7094 FAX: 303.739.7520.

(-OVER-)

How did you hear about us: <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input type="checkbox"/> Word of Mouth <input checked="" type="checkbox"/> Other: <u>Website of City</u>	
---	--

FOR OFFICE USE ONLY:

Date Received: _____ Excel Entry Date: _____ Initials: _____	Registered Voter: _____ Yes ___ No ___ N/A ___ County: _____ As of: _____ Volunteer Agreement Signed?: ___ Yes ___ No Incumbent? ___ Renewal Letter Attached? ___ New Volunteer Agreement? ___
--	--

Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Postcard Sent:	Response:	
Date Postcard Sent:	Response:	



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member and reappoint two (2) members to the Metropolitan Wastewater Reclamation District Board

Item Initiator: Jo Ann Giddings, Deputy Director of Aurora Water Financial Administration

Staff Source/Legal Source: Jo Ann Giddings, Deputy Director of Aurora Water Financial Administration

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: N/A

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 5/17/2021

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

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

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

On April 21, 2021, the Water Policy Committee approved forwarding this item to Study Session.

Previously, the City Council appointed Jo Ann Giddings, Nadine Caldwell and Dan Mikesell to two (2) year terms (expiring June 2021). Bob LeGare and John Dingess were also appointed to two (2) year terms (expiring June 2022).

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

The Metro Wastewater Reclamation District (Metro) is currently governed by a 35-member Board of Directors comprising representatives from each of the Member Municipalities of the District. The number of representatives for each member municipality is based on its population. Each Member Municipality is allowed one Director for every 75,000 of population or fraction thereof.

There are currently 5 Aurora representatives on the Metropolitan Wastewater Reclamation District Board with staggered terms. Per State statute, directors are required to be appointed from the member municipality for a two-year term (appointments are made by the City Council; openings are not publicly advertised.)

On June 30, 2021, three of the five, City of Aurora, Metro Board Directors' terms will expire. Directors with expiring terms are; Dan Mikesell, Jo Ann Giddings, and Nadine Caldwell. Jo Ann Giddings was appointed in 2019 for a two-year term expiring in June of 2021 and is seeking reappointment. Nadine Caldwell was reappointed in 2019 for a two-year term also expiring in June of 2021 and will also be seeking reappointment. Dan Mikesell will complete his term through June of 2021 and will not seek reappointment, with member select Greg Baker set to take his appointment in June of 2021 for a two-year term expiring in June of 2023. Directors Bob LeGare and John Dingess were reappointed in 2020 with terms expiring June of 2022.

Aurora Water currently maintains a balanced representation on the board which consists of:

- A director that has senior experience with the board and understands both legal and water rights issues in order to protect Aurora's best interests in the Lower South Platte. Currently this member is John Dingess.
- Directors who understand the political climate in Aurora and the Front Range. Currently Nadine Caldwell (who is up for reappointment) and Bob LeGare perform this function.
- Directors from City of Aurora staff that understand regulatory and operating implications of Board decisions. Currently JoAnn Giddings (who is up for reappointment) and Dan Mikesell (who will not seek reappointment upon the completion of his two-year term) perform this function. Jo Ann Giddings is also the City liaison for the Board.

As the Metro District continues to be involved in a multiyear, multimillion-dollar capital improvement program which includes rehabilitation of the Robert Hite Plant and several infrastructure rehabilitation efforts. In addition, Aurora Board members are working diligently to keep annual rate increases at acceptable levels while Metro undertakes an intense capital project schedule. John Dingess currently serves as a member of the Defined Benefit Retirement Committee for the District, Jo Ann Giddings is the Chair of the Finance Committee and Bob LeGare plays a valuable role in representing the City of Aurora in maintaining sound financial and operating policies of the Metro District.

The Water Department requests that the Water Policy Committee support the appointment of Greg Baker and the re-appointments of Jo Ann Giddings and Nadine Caldwell for the reasons mentioned above.

QUESTIONS FOR COMMITTEE

Does the Council support the appointment of Greg Baker and the re-appointments of Jo Ann Giddings and Nadine Caldwell to the Metropolitan Wastewater Reclamation District Board of Directors, and forwarding this item to Regular Session?

LEGAL COMMENTS

There are currently five Aurora board members (one member for population of 75,000) on the Metropolitan Wastewater Reclamation District Board with staggered terms. Per State statute, board members are required to be appointed from the member municipality for a two-year term (appointments are made by the City Council)(C.R.S. § 32-4-509(2)(a)) (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Date:

March 1, 2021

City of Aurora
APPLICATION FOR APPOINTMENT
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

VI**Application kept for One Year. May Attach Resume.**

Board/Commission Applying For:

Metro Wastewater Reclamation District**PERSONAL INFORMATION:**

Name: JO ANN GIDDINGS		How long in Aurora: 28 years	
Home Address: [REDACTED] Aurora CO		Zip: 80013	Registered to Vote: Yes
e-mail address: jjgiddings@auroragov.org	**Date of Birth: [REDACTED]	Home Phone: [REDACTED]	Work Phone: 303-739-7320

EDUCATION:****Required to verify voter registration**

Yrs. Completed: 16	Degree(s): Bachelor of Science in Accounting
Colleges: Regis University, Denver Colorado	

EMPLOYMENT:

Employer Name/Address: City of Aurora , 15151 E. Alameda Pkwy, Aurora CO	Position: Dep Dir Water Finance	How long? 15 years
Work Experience: <i>I have worked for the City of Aurora for over 15 years in both the City Finance Department as well as the Water Department. I have worked in the Water Department since 2013 as the Deputy Director of Water Financial Administration.</i>	Certifications: Certified Public Accountant	

COMMUNITY INVOLVEMENT:

<i>I participate in 5K events that support our military and programs that benefit children.</i>
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, what position:

INTERESTS/ACTIVITIES:

<i>Family, reading, running 5K events</i>
--

WHY DO YOU DESIRE THIS APPOINTMENT:

<i>I would like to work in partnership with the Metro District to serve the citizens of Aurora. I am interested in th planning and maintenance of key infrastructure for the city of Aurora. The services provided by Metro are ke to having a safe, healthy and livable city for our future.</i>
How much time do you anticipate being able to spend on this appointment each month? <i>I am able to dedicate an average of 15 to 20 hours a week to prepare for Board meetings. I have the ability to dedicate more time if needed.</i>

PLEASE GIVE THREE REFERENCES:

Name: Dan Mikesell	Address: 15151 E. Alameda Ave, Aurora CO 80012	Phone: 303-326-8807
Name: Jason Batchelor	Address: 15151 E. Alameda Ave, Aurora CO 80012	Phone: 303-739-7060
Name: Marshal Brown	Address: 15151 E. Alameda Ave, Aurora CO 80012	Phone: 303-739-7378

I certify that the foregoing information is true and correct.

Jo Ann Giddings
 (Volunteer's name printed)

Jo Ann Giddings
 (Volunteer's signature)

3/30/2021
 (Date)

SEND COMPLETED FORM TO:
CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012
PHONE: 303.739.7094 FAX: 303.739.7520.
(-OVER-)

How did you hear about us: <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input type="checkbox"/> Word of Mouth <input type="checkbox"/> Other: _____	

FOR OFFICE USE ONLY:

Date Received: _____ Excel Entry Date: _____ Initials: _____	Registered Voter: ____ Yes ____ No ____ N/A County: _____ As of: _____ Volunteer Agreement Signed?: ____ Yes ____ No Incumbent? ____ Renewal Letter Attached? ____ New Volunteer Agreement? ____
---	---

Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Postcard Sent:	Response:	
Date Postcard Sent:	Response:	

Date:

03/18/2021

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.

IV

Board/Commission Applying For:

Metro Wastewater Reclamation Board**PERSONAL INFORMATION:**

Name: Gregory Baker		How long in Aurora?: 20	
Home Address: [REDACTED] Aurora		Zip: 80014	
E-mail address: gjbaker@auroragov.org		Date of Birth: [REDACTED]	Home Phone: [REDACTED]
		Work Phone: 303-739-7081	

HIGHEST LEVEL OF EDUCATION OR DEGREE EARNED:

Yrs. Completed: 16	Degree(s): BA Communication Arts
Colleges: University of Wisconsin-Madison	

EMPLOYMENT:

Employer Name/Address: Aurora Water	Position: Manager AW Public	How long? 13 years
Work Experience: Oversees community outreach and media relations programs with 4 employees and an innovative and widely respected water conservations and curriculum based youth education program with 14 employees and a \$2.5 million budget. Denver International Airport Public Information Officer – Aug 1991-Jun 1999. On the record spokesperson for international airport continually ranked among the 10 busiest in the world.	Certifications:	

COMMUNITY INVOLVEMENT:

Leadership Aurora Board
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, what position:

INTERESTS/ACTIVITIES:

--

WHY DO YOU DESIRE THIS APPOINTMENT:

Represent Aurora Water's interest as a member municipality. Bring knowledge and experience from 13 years at Aurora Water.
40 Hours

PLEASE GIVE THREE REFERENCES:

Name: Dan Mikesell	Address: 15151 E. Alameda Pkwy, Aurora CO 80012	Phone: 303-326-8807
Name: Marshall Brown	Address: 15151 E. Alameda Pkwy, Aurora CO 80012	Phone: 303-739-7378
Name: Jo Ann Giddings	Address: 15151 E. Alameda Pkwy, Aurora CO 80012	Phone: 303-739-7320

I certify that the foregoing information is true and correct.

On File with Clerk's Office

(Volunteer's name printed)

(Volunteer's signature)

(Date)

SEND COMPLETED FORM TO:

CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012

PHONE: 303-739-7094 FAX: 303-739-7520.

(-OVER-)

<p>How did you hear about us:</p> <p><input type="checkbox"/> Newspaper: _____</p> <p><input type="checkbox"/> News Aurora (water bill newsletter)</p> <p><input type="checkbox"/> Channel 8</p> <p><input type="checkbox"/> Word of Mouth</p> <p><input type="checkbox"/> Other: _____</p>	<p>Ethnic Background:</p> <p><input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Hispanic/ Latino</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> Native Hawaiian or other Pacific Islander</p> <p><input type="checkbox"/> American Indian or Alaska Native</p> <p><input type="checkbox"/> Two or more races</p> <hr/> <p>Gender:</p> <p><input type="checkbox"/> Male <input type="checkbox"/> Female</p>
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FOR OFFICE USE ONLY:

<p>Date Received: _____</p> <p>Excel Entry Date: _____</p> <p>Initials: _____</p>	
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Date: FEBRUARY 27, 2021

City of Aurora
APPLICATION FOR APPOINTMENT
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

1

Application kept for One Year. May Attach Resume.

Board/Commission Applying For:

METRO WASTEWATER RECLAMATION DISTRICT

PERSONAL INFORMATION:

Name: M. NADINE CALDWELL		How long in Aurora: 63 YEARS	
Home Address: [REDACTED]		Zip: 80010	Registered to Vote: YES
e-mail address: bnthdnth@comcast.net	**Date of Birth: [REDACTED]	Home Phone: [REDACTED]	Work Phone: [REDACTED]

EDUCATION:****Required to verify voter registration**

Yrs. Completed: 12	Degree(s):
Colleges:	

EMPLOYMENT:

Employer Name/Address: RETIRED	Position: AURORA Councilmember	How long? 16 yrs
Work Experience: J. RAMSAY HARRIS LAW OFFICE (45 YEARS) RETIRED	Certifications:	

COMMUNITY INVOLVEMENT: LOWRY COMM. BOARD, STAPLETON DEV. CORP. BOARD, AURORA HISTORICAL SOCIETY,

NORTHWEST AURORA N.H. BOARD, AURORA WOMEN'S HALL OF FAME BOARD

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? ☒ Yes ☐ No

If yes, what position:

METRO WASTEWATER RECLAMATION DISTRICT (ON EXECUTIVE COMMITTEE & OFFICER OF THE BOARD)

INTERESTS/ACTIVITIES:

HISTORICAL PRESERVATION, TRAVEL, GENEALOGY, COMMUNITY INVOLVEMENT, Daughters of Am. Revolution

WHY DO YOU DESIRE THIS APPOINTMENT:

This is an important board for the city. Clean water is more important today than ever. I feel I have represented the City very well & have an excellent attendance record. I am now on the Executive Committee as an Officer

How much time do you anticipate being able to spend on this appointment each month?

I now have to attend 4 meetings a month as an Officer and am willing to put in as much time as it takes

PLEASE GIVE THREE REFERENCES:

Name: BOB LEGARE	P.O.BOX 441410 AURORA, CO. 80044-1410	303-819-8617
Name: MIKE COFFMAN	15151 E. ALAMEDA AVENUE PARKWAY AURORA, CO. 80012	303-739-7015
Name: STEVE O'DORISIO	4430 SOUTH ADAMS CO. PARKWAY BRIGHTON, CO. 80601	720-523-6108

I certify that the foregoing information is true and correct.

M. NADINE CALDWELL

(Volunteer's name printed)

M. Nadine Caldwell
 (Volunteer's signature)

02/27/2021

(Date)

SEND COMPLETED FORM TO:

CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012

PHONE: 303.739.7094 FAX: 303.739.7520.

(-OVER-)

How did you hear about us:

- ☐ Newspaper: _____
☐ News Aurora (water bill newsletter)
☐ Channel 8
☐ Word of Mouth
☒ Other: Currently on the Board

FOR OFFICE USE ONLY:

Date Received: _____	Registered Voter: ____ Yes ____ No ____ N/A	County: _____
Excel Entry Date: _____	As of: _____	Volunteer Agreement Signed?: ____ Yes ____ No
Initials: _____	Incumbent? ____	Renewal Letter Attached? ____ New Volunteer Agreement? ____

Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Postcard Sent:	Response:	
Date Postcard Sent:	Response:	

February 27, 2021

The Honorable Mike Coffman, Mayor
Aurora City Council
The City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to
Metro Wastewater Reclamation District

Dear Mayor Coffman and Members of Aurora City Council:

My term of office on the above-named board will expire in June 2021. I am interested in serving an additional term.

I have served on the board since July 2005, the year I retired from City Council. I knew this Board was where I could use some of my knowledge learned through my years on City Council.

I have served on many of the MWRD's committees during my tenure, such as: By-Laws, Ethics, Personnel, Operations, Nominating Committee, Finance, and Transition Planning Committee. I also served on the Committee that did a search for a new Director in 2017. There are four Officer positions on the Board: Chair, Vice-Chair, Treasurer and Secretary and in July 2018, I was elected to the Office of Secretary, which I consider to be a great honor for myself and the City. Serving as an Officer of the Board entails at bare minimum four meetings a month and I am happy to give my time for these meetings. The total meetings attended in 2019 were 52 and in 2020 were 52. I would like to mention that there are 36 people serving on the MWRD's Board representing their City or District, so our Board is quite large.

I attend all workshops (whether in person or virtually), capital project meetings, annual farm tours when allowed and any event that gives us an opportunity to interact with employees of the District. For two years I have given Orientation classes for new Directors to help them understand their role as a Board member.

I have an excellent attendance record and I feel I have done a very good job in representing The City of Aurora and would appreciate being reappointed to this Board.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Nadine Caldwell". The signature is written in a cursive, flowing style.

Nadine Caldwell
2065 Florence Street
Aurora, CO 80010
H: 303-364-2859 C: 303-884-2100

Water Policy Committee (WPC) Meeting
April 21, 2021

Members Present: Council Member Crystal Murillo, Chair; Council Member Allison Hiltz
Vice Chair; Council Member Alison Coombs

Others Present: Casey Rossman, Christine McKenney, Greg Baker, Janet Marlow (CWAC),
Sean Lieske, Dan Mikesell, Jo Ann Giddings, Marshall Brown, Alex Davis,
Steve Fiori, Sarah Young, Nancy Freed

4. Consideration to appoint one (1) member and reappoint two (2) members to the Metropolitan Wastewater Reclamation District Board

Summary of Issue and Discussion: On June 30, 2021, three of the five, City of Aurora, Metro Board Directors' terms will expire. Directors with expiring terms are; Dan Mikesell, Jo Ann Giddings, and Nadine Caldwell. Jo Ann Giddings was appointed in 2019 for a two-year term expiring in June of 2021 and is seeking reappointment. Nadine Caldwell was reappointed in 2019 for a two-year term also expiring in June of 2021 and will also be seeking reappointment. Dan Mikesell will complete his term through June of 2021 and will not seek reappointment, with Greg Baker set to take his appointment in June of 2021 for a two (2) year term expiring in June of 2023. Aurora Water requests the appointment of Greg Baker and the re-appointments of Jo Ann Giddings and Nadine Caldwell.

Council Member Murillo asked, what type of content is discussed on this board. J. Giddings replied, the Board is similar to Council, approves budget, any large contracts are reviewed and approved, regulatory compliance, etc.

Outcome: The Committee supports the Consideration to appoint one (1) member and reappoint two (2) members to the Metropolitan Wastewater Reclamation District Board and forward to Study Session for consideration.

Follow-Up Action: The Committee supports the Consideration to appoint one (1) member and reappoint two (2) members to the Metropolitan Wastewater Reclamation District Board and will forward to Study Session for consideration.

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to Metro Wastewater District Board

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term;

I hope you will sincerely consider my application and reappointment.

Sincerely,



Signature

Jo Ann Giddings

Printed name

Metro Wastewater District

Name of Board/Commission

3/26/2021

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-851 OF THE CITY CODE PERTAINING TO THE CREATION AND COMPOSITION OF THE VETERAN'S AFFAIRS COMMISSION

Item Initiator: Jamie Laduke

Staff Source/Legal Source: Jamie Laduke / David Lathers, Senior Assistant City Attorney

Outside Speaker: Ralph Charlip, Chair, Veterans Affairs Commission

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: N/A

ACTION(S) PROPOSED: *(Check all appropriate actions)*

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

Policy Committee Date: 4/28/2021

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

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

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

This Ordinance was reviewed by the Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups on April 28, 2021. There were no concerns and it was advised to bring this to Study Session for discussion. (LaDuke) The draft minutes from the April 28, 2021 PRCTLBCCG meeting are attached.

Veterans Affairs Commission Meeting Minutes
March 11, 2021

I. Bylaws (Ver 4) and Ordinance (Final) Change

All

- a. The commissioners reviewed the final version of a change to the VAC charter - Ordinance 2-851 (Atch 6). The changes would expand eligibility for service on the VAC to former (veteran) Commissioned Corps officers from the US Public Health Service and National Oceanic and Atmospheric Administration as well as active duty members from a Uniformed Service and drilling Guardsmen and Reservists. A motion made at 7:16 p.m. by Commissioner Chase, second by Vice Chairperson Lammon to approve the ordinance for submission to the City. Approved unanimously. (OPEN: Staff)

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

Updated Ordinance 2-851 would expand eligibility to include US Public Health Service, National Oceanic and Atmospheric Administration, active duty Uniformed Service members to include Guardsmen and Reservists to join the Veterans Affairs Commission.

QUESTIONS FOR COUNCIL:

Does Council approve changes to Ordinance 2-851?

LEGAL COMMENTS:

The object and purpose of the Veterans' Affairs Commission is to advise the Council as to the concerns of veterans and to make recommendations to the Council as to solutions of issues involving veterans. (City Code Section 2-855). To comprehensively achieve that purpose the Commission desires to be inclusive, in potential membership, of all veterans, including those in services previously unrecognized by ordinance. This agenda item is meant to advise Council on the finding of the Commission that membership qualifications should be more inclusive.(Lathers)

PUBLIC FINANCIAL IMPACT:

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT:

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

Report Approval Details

Document Title:	An Ordinance Amending Section 2-851 of the City Code re the Creation and Composition of the Veteran's Affairs Commission.docx
Attachments:	- Creation and Composition of the Verterans Affairs Commission Ordinance -4-21.pdf
Final Approval Date:	Apr 22, 2021

This report and all of its attachments were approved and signed as outlined below:

Dianna Giordano

No Signature found

Dave Lathers

Rachel Allen

Adrian Morris

Greg Hays

Nancy Freed

Jim Twombly

Report Approval Details

Document Title:	Ordinance Amending Section 2-851 of the City Code re the Creation and Composition of the Veterans Affairs Commission.docx
Attachments:	- Creation and Composition of the Veterans Affairs Commission Ordinance -4-21.pdf - 042821 PRCTLBCCG Policy Committee Meeting Draft Minutes - Veterans Affairs Commission.pdf
Final Approval Date:	May 12, 2021

This report and all of its attachments were approved and signed as outlined below:

Dianna Giordano

Rachel Allen

No Signature found

Dave Lathers

Adrian Morris

Greg Hays

No Signature - Task assigned to Nancy Freed was completed by assistant Stephanie Swan

Nancy Freed

Jim Twombly

ORDINANCE NO. 2020- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-851 OF THE CITY CODE PERTAINING TO THE CREATION AND COMPOSITION OF THE VETERAN'S AFFAIRS COMMISSION

WHEREAS, Space Force was established on December 20, 2019 as an additional service branch within the Department of the Air Force and the United States Armed Forces; and

WHEREAS, The U.S. Public Health Service and the National Oceanic and Atmospheric Administration each have a Commissioned Corps; and

WHEREAS, Active duty and drilling National Guard and Reserve personnel have a substantial presence in our community and have a unique and timely perspective on military service; and

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding additional terms to Section 2-851 of the City Code which Section shall now read as follows:

Sec. 2-851. - Created; composition

There is created and established a veteran's affairs commission, consisting of 11 voting members and one non-voting member. The 11 voting members and the alternate member shall be registered electors and shall be **either on active duty in a Uniformed Service of the United States or serving as a traditional Guardsman/Reservist or Individual Mobilization Augmentee or they shall be** honorably discharged ~~from the United States Army, Navy, Marine Corps, Air Force or Coast Guard~~ **from a Uniformed Service of the United States.** Members shall be appointed, removed and compensated as provided by Charter Article 9-1 and applicable Code sections. **For purposes of this Section "Uniformed Service of the United States" shall mean either the United States Army, the United States Marine Corps, the United States Navy, the United States Air Force, the United States Coast Guard, the United States Public Health Service Commissioned Corps, or the National Oceanic and Atmospheric Administration Commissioned Officer Corps.**

Section 2. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 3. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this day of _____, 2021.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers ^{RLA}
DAVID LATHERS, Senior Assistant City Attorney

DRAFT – Subject to Approval

**PUBLIC RELATIONS, COMMUNICATIONS, TOURISM, LIBRARIES, BOARDS AND
COMMISSIONS AND CITIZEN GROUPS POLICY COMMITTEE MEETING**
April 28, 2021

Members Present: Council Member Alison Coombs, Chair
Council Member Juan Marcano, Vice-Chair
Council Member Crystal Murillo

Others Present: Erin Ahlholm, Jan Hamburg, Jamie Laduke, Joe Sack, Natalie Perez, Nancy Freed,
Ralph Charlip, Vinay Malik, Angela Garcia, Tim Joyce, Brooke Bell, Rachel Allen,
Midori Clark, Kadee Rodriguez, Kim Stuart, Dave Lathers, Cameron Ackley,
Charles Fox, Jonathan Gray and Stephanie Swan

WELCOME AND INTRODUCTIONS

Council Member (CM) Coombs welcomed everyone.

REVIEW/APPROVAL OF MINUTES

The minutes of the March 24, 2021 meeting were approved as written.

ANNOUNCEMENTS

Midori Clark, Director of Library and Cultural Services, announced that the show *Queens Girl in the World* is now going on at the Fox. A lot of people have seen the show and she has heard that it is incredible and has received some great reviews.

Joe Sack, Manager of Recreation Services, stated that the Aurora Center for Active Adults would be opening on Monday, May 3. He added that the seniors are very excited about being able to come back. It will be operated much like the recreation centers with reservations and they will be coming in for fitness classes and a few programs that they have organized.

CM Coombs asked Kim Stuart, Director of Communications, if she had anything. Ms. Stuart stated that since they touch on so many city projects and promote them, the best thing for people to do is to go to the city website and look under the news section for the calendar for all the recent activities and engagement opportunities.

CONSENT ITEMS

None.

NEW ITEMS

**FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
AMENDING SECTION 2-851 OF THE CITY CODE PERTAINING TO THE CREATION AND
COMPOSITION OF THE VETERAN’S AFFAIRS COMMISSION (VAC)**

Jamie Laduke, Aurora Learn Supervisor and Staff Liaison to the VAC; Dave Lathers, Senior Assistant City Attorney; and Ralph Charlip, Chair of the VAC; were present to review the proposed changes to the Ordinance 2-851, a copy of which was previously provided to the Committee.

DRAFT – Subject to Approval

The proposed changes include allowing the U.S. Public Health Service (PHS) and the National Oceanic and Atmospheric Administration (NOAA) to be eligible applicants to the Commission. In addition, to include applicants that are active duty members from a uniformed service and active Guardsmen and reservists. They are looking to open up the Commission to not just retired veterans, but to anybody currently active duty and those two new groups that have been approved to be part of the uniformed services by Congress two years ago.

CM Coombs asked if Mr. Charlip had anything to add from the Commission's perspective. Mr. Charlip stated that they've been working on this for about a year and spent some time looking at NOAA and PHS Commission corp officers for both commission corps. They are entitled to the same benefits that the armed services people are. Additionally, the PHS was authorized to have a reserve component, so in 2022 they'll be building a reserve component. When we talk about active reservists and Guardsmen, we'll have a whole other group of people who can serve on the Commission. We noticed that we had veterans on the group, but we didn't have anybody who was active duty. And the way things were setup, we couldn't. We thought of Buckley outside the gate and that we should probably reach out and talk to them as well. As the Council Members know, we're having challenges with membership and we've got vacancies that we can't fill. That was another reason for asking to have these expanded categories to be able to reach out to other groups who might be interested in serving. CM Coombs then asked if Mr. Lathers had any legal comments.

Mr. Lathers said he had no legal comments but thanked the Chairman. He had no idea that NOAA was entitled to those benefits. This is why we have input from people with a lifetime of perspective. Much thanks and this was an easy change to do once it was brought to their attention. Thank you.

CM Coombs asked if there were any questions from the Committee. CM Marcano stated that he was also surprised to see NOAA eligible for those benefits. This has been educational, and he strongly supports making these changes. Thank you for bringing this forward.

CM Murillo had nothing additional.

CM Coombs stated that this looks great to her. She really appreciates the Commission for doing that work and acknowledging everyone and including everybody that might contribute to their Commission. She supports moving this forward to study session and asked if there any objections from members of the Committee to move this forward. Seeing none, we'll go ahead and move this forward to study session so the full council will be able to discuss it.

Outcome

The Committee unanimously approved moving this item forward to study session.

Follow-Up

Staff to place this item on the next study session.

MISCELLANEOUS MATTERS FOR CONSIDERATION

CM Coombs asked that we put some time on next month's agenda to acknowledge Deputy City Manager Nancy Freed and her contributions to the city and this Committee. She's always been able to weigh in with good and helpful information and she's been a great asset to the city. If there are no

DRAFT – Subject to Approval

objections, she'd like to place that on our agenda for next month. CM Marcano stated, strong second. Stephanie Swan, staff liaison to the Committee, will place this item on the agenda for May.

The meeting adjourned at 4:22 p.m.

The next meeting is scheduled for May 26, 2021, at 3:30 p.m., via Webex.

APPROVED:

CM Alison Coombs, Chair



CITY OF AURORA

Council Agenda Commentary

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

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

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

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/24/2021

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

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

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

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

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

2. Purpose.

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

3. Statement of Work.

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

4. Effective Date and Time of Performance.

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

5. Budget.

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

The project budget is as follows:

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

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

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

6. Disbursement of Funds.

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

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

7. Records.

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

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

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

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

8. Performance Reporting.

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

- a. Quarterly reports are due within thirty (30) days of the end of each quarter:
 1. First Quarter from January 1, 2021 through March 31, 2021, due on or before April 30, 2021.
 2. Second Quarter from April 1, 2021 through June 30, 2021, due on or before July 30, 2021.
 3. Third Quarter from July 1, 2021 through September 30, 2021, due on or before October 30, 2021.
 4. Fourth Quarter from October 1, 2021 through December 31, 2021, due on or before January 30, 2022.
 5. Fifth Quarter from January 1, 2022 through March 31, 2022 due on or before April 30, 2022.
 6. Sixth Quarter from April 1, 2022 to June 30, 2022 due on or before July 31, 2022.
- b. Year End report covering January 1, 2021 through December 31, 2021 due within thirty (30) days of December 31, 2021, (due on or before January 30, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through December 31, 2021 shall be included in the Year End report.
- c. Final report covering January 1, 2021 through June 30, 2022 due withing thirty (30) days of June 30, 2022 (due on or before July 31, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through June 30, 2022 shall be included in the Final report.

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

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

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

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

9. Disposition of Program Income.

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

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

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

10. Uniform Administrative Requirements.

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

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

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

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

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

11. Other Program Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

12. Care of Personal identifying information:

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

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

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

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

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

13. Avoidance of Conflict of Interest.

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

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

14. Assignability.

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

15. Indemnification.

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

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

16. Suspension or Termination.

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

- a. Improper use of Program Funds.

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

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

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

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

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

17. Reversion of Assets.

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

18. Lobbying.

The Subrecipient certifies that:

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

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

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

19. Equal Employment Opportunity/Nondiscrimination.

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

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

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

20. Undocumented Workers.

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

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

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

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

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

with an insufficiently documented worker; and

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

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

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

21. Religious Organizations.

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

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

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

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

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

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

22. Closeout Requirements.

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

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

23. Certification of Non-Debarment.

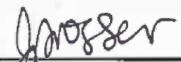
The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager



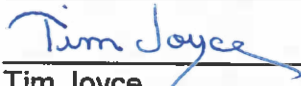
Jessica Prosser
Housing and Community Services Director



Rodney Milton


Community Development Manager

APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Tim Joyce". The signature is written over a horizontal line.

Tim Joyce
Assistant City Attorney

Subrecipient

A handwritten signature in blue ink that reads "Sebastian Corradino". The signature is written over a horizontal line.

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Archway Housing & Services, Inc.

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

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

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

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

2. ADMINISTRATIVE REQUIREMENTS.

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

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

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

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

Includes Arapahoe and Adams County

Effective April 1, 2020

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

EXHIBIT B – CDBG CV Program Budget

Archway Housing & Services, Inc Sources & Uses Budget

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

EXHIBIT B – CDBG CV Program Budget

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

EXHIBIT B – CDBG CV Program Budget

RESOLUTION NO. R2021-_____

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

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

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

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

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/24/2021

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

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

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

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

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

2. Purpose.

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

3. Statement of Work.

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

4. Effective Date and Time of Performance.

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

5. Budget.

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

The project budget is as follows:

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

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

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

6. Disbursement of Funds.

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

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

7. Records.

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

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

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

8. Performance Reporting.

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

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

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

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

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

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

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

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

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

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

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

10. Uniform Administrative Requirements.

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

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

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

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

11. Other Program Requirements.

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

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

All laborers and mechanics employed by contractors or subcontractors for

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

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

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

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

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

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

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

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

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

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

the American with Disabilities Act of 1990.

12. Care of Personal Identifying Information:

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

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

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

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

13. Avoidance of Conflict of Interest.

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

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

14. Assignability.

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

15. Indemnification.

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

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

16. Suspension or Termination.

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

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

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

its provisions.

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

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

17. Reversion of Assets.

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

18. Lobbying.

The Subrecipient certifies that:

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

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

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

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

19. Equal Employment Opportunity/Nondiscrimination.

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

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

20. Undocumented Workers.

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

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

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

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

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

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

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

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

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

21. Religious Organizations.

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

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

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

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

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

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

22. Closeout Requirements.

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

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

23. Certification of Non-Debarment.

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

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

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

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager



Jessica Prosser, Director of Housing and Community Services



Rodney Milton
Community Development Manager

APPROVED AS TO FORM:



Tim Joyce
Assistant City Attorney



Subrecipient

Dennis Gorton, Executive Director
SEOCare

EXHIBIT A – Scope of Services / CDBG CV Program Activities

SECORCares

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

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

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

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

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

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

2. ADMINISTRATIVE REQUIREMENTS.

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

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

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

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

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

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

EXHIBIT B – CDBG CV Program Budget

SECORCares Sources & Uses Budget

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

RESOLUTION NO. R2021-_____

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

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

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

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

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/24/2021

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

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

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

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

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

2. Purpose.

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

3. Statement of Work.

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

4. Effective Date and Time of Performance.

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

5. Budget.

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

The project budget is as follows:

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

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

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

6. Disbursement of Funds.

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

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

7. Records.

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

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

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

8. Performance Reporting.

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

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

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

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

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

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

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

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

9. Disposition of Program Income.

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

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

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

10. Uniform Administrative Requirements.

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

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

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

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

11. Other Program Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Care of Personal identifying information:

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

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

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

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

13. Avoidance of Conflict of Interest.

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

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

14. Assignability.

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

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

15. Indemnification.

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

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

16. Suspension or Termination.

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

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

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

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

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

17. Reversion of Assets.

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

18. Lobbying.

The Subrecipient certifies that:

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

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

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

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

19. Equal Employment Opportunity/Nondiscrimination.

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

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

20. Undocumented Workers.

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

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

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

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

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

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

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

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

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

21. Religious Organizations.

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

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

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

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

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

22. Closeout Requirements.

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

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

23. Certification of Non-Debarment.

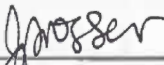
The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager

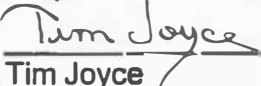


Jessica Prosser
Housing and Community Services Director



Rodney Milton
Community Development Manager

APPROVED AS TO FORM:



Tim Joyce
Assistant City Attorney

Subrecipient



Diana Higuera (Apr 1, 2021 22:25 MDT)

Diana Higuera, Executive Director
Rocky Mountain Welcome Center

EXHIBIT A – Scope of Services / CDBG CV Program Activities

Rocky Mountain Welcome Center

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

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

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

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

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

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

2. ADMINISTRATIVE REQUIREMENTS.

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

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

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

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

Includes Arapahoe and Adams County

Effective April 1, 2020

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

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

EXHIBIT A – Scope of Services / CDBG CV Program Activities

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

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

EXHIBIT B – CDBG CV Program Budget

Rocky Mountain Welcome Center Sources & Uses Budget

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

RESOLUTION NO. R2021-_____

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

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

WHEREAS, Rocky Mountain Welcome Center's proposed activities qualify for CDBG CV funding and the Affordable Housing Gap Funding Review Committee evaluated Rocky Mountain Welcome Center's application for funding and desires to award Rocky Mountain Welcome Center with One Hundred Seven Thousand and Twenty-Eight Dollars (\$107,028.00) in CDBG CV funding.

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

Section 1. The Aurora City Council resolves to approve the Affordable Gap Financing Review Committee's award of \$107,028.00 in a CDBG CV Grant for Rocky Mountain Welcome Center

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

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 ^{RLA}

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Update from Denver International Airport

Item Initiator: Luke Palmisano

Staff Source/Legal Source: Luke Palmisano/Rachel Allen

Outside Speaker: Cristal Torres DeHerrera, Executive Vice President/Chief of Staff, Rachel Marion, Director of Government Affairs, Bill Poole, Senior Vice President of Planning and Design, Michael "Mike" Cloud, Director of Infrastructure, Rachel Gruber, Manager of Community Affairs

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

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: N/A

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

Staff, in consultation with representatives from DEN and the FSIR Chair, has elected to send this item directly to Study Session for discussion as matters to be covered in the presentation would fall under the jurisdiction of several Council Policy Committees. Staff concluded it would be better to present to Study Session rather than repeating the same information in multiple committees and then study session. Representatives from Denver International Airport have contacted the Chairs of Federal, State & Intergovernmental Relations; Transportation, Airports, & Public Works; and Planning & Economic Development to inform them of the decision to go direct to Study Session.

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

Staff from Denver International Airport will brief City Council on a number of issues including COVID-19's financial impact on the airport, passenger safety related to the COVID-19 response, the Great Hall Project, Gate Expansion, and the proposed 7th runway. DEN staff will then stand for questions.

QUESTIONS FOR COUNCIL

Item is informational only

LEGAL COMMENTS

The city manager shall be responsible to the 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 attend council meetings and participate in discussions with the council in an advisory capacity. (City Charter Art. 7-4(i). (Allen)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Aurora Study Session

MAY 17, 2021

CRISTAL DEHERRERA, CHIEF OF STAFF
DENVER INTERNATIONAL AIRPORT

DEN BY THE NUMBERS

2019

Passenger Traffic:

2020

69.9 million

33.7 million

U.S. Rank:

5th

3rd

World Rank:

16th

7th

Number of Routes:

(July – Dec) 211

187 (July – Dec)

Passenger Profile:

36% Connecting

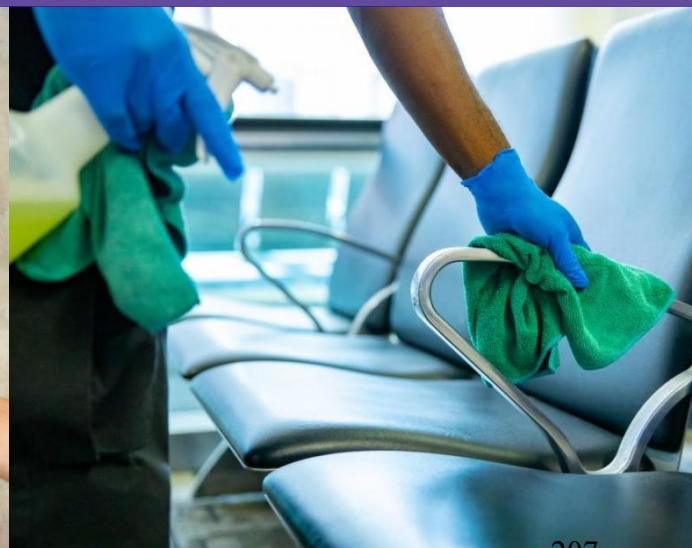
41% Connecting

- Developed three recovery scenarios and the associated financial model
- We chose the middle as the base case with a projected \$400 million revenue loss for 2020
- As a result, we:
 - Reduced our costs by \$50 million
 - Renegotiated our largest contracts
 - Put a freeze on hiring, travel and discretionary spending
 - Required all employees to take eight furlough days
- At the same time, we gave relief to all our partners (airlines, concessions, rental cars and farmers) that included combinations of:
 - Deferral of rent payments for a limited amount of time
 - Removal of Minimum Annual Guarantees
 - Allowed flexibility in hours and permitted temporary or permanent closures without penalty
 - Airlines, concessions, rental cars and DEN all received federal relief

PASSENGER SAFETY/COVID-19 RESPONSE

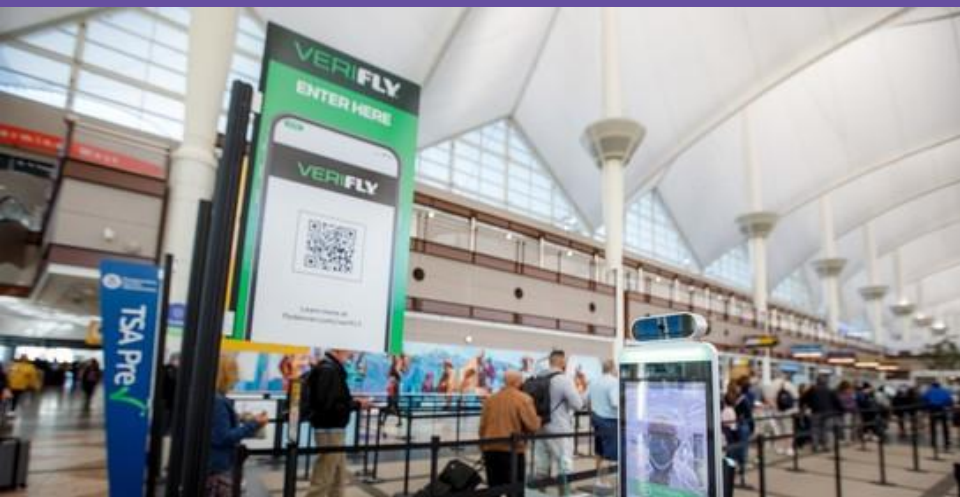


- Health and safety of passengers and employees is number one priority
- Limiting the spread of COVID-19 through frequent cleaning, Plexiglass barriers, hand sanitizer stations and disinfecting wipes
- Additional signage and messaging to help traffic flow and support social distancing
- COVID-19 testing for ticketed passengers



VERIFLY AND EATS DELIVERED

- Free app-based reservation system for passengers
- Dedicated TSA lane and a limited capacity train car to the gates
- Health assessment and temperature check required
- Delivery service for food and travel amenities
- Download the AtYourGate app to place your order, pay and have it delivered to you in approximately 30 minutes or less



COVID-19 CONSTRUCTION IMPACT



- It was also important for us to maintain and create jobs, where possible
 - Continued forward with our major projects: Gate Expansion, Great Hall, Peña Boulevard
 - Reprioritized \$3.5 billion Capital Improvement Program to leverage low passenger traffic to expedite certain projects



GREAT HALL PROJECT



- Improves security of TSA checkpoints
- Meets passenger growth demands
 - Terminal only built for 50 million annual passengers
 - 69 million annual passengers in 2019
 - 39 new gates operational by early 2022; first gates opened November of 2020
- Enhances passenger experience and operational efficiency



GATE EXPANSION



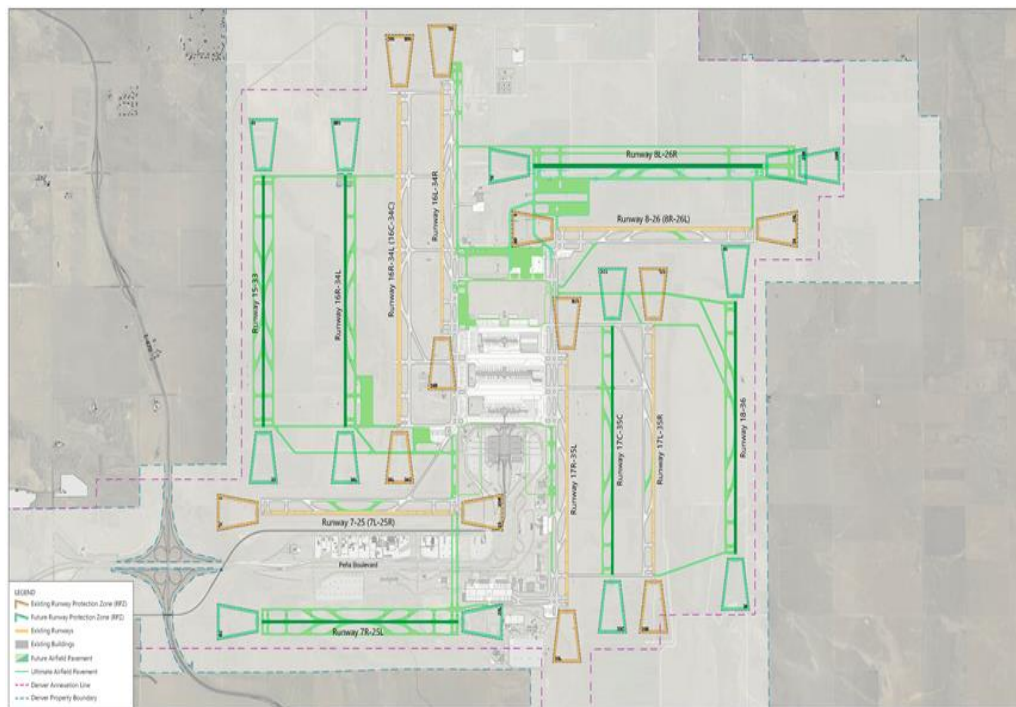
- \$1.5 billion program
- Adds 39 gates, all operational by early 2022
- Nearly 1,000 construction workers
- New terraces at the end of the concourses, new restrooms, new signage, conveyances and systems
- On time and on budget



Designed for Growth

DEN Master Plan & History

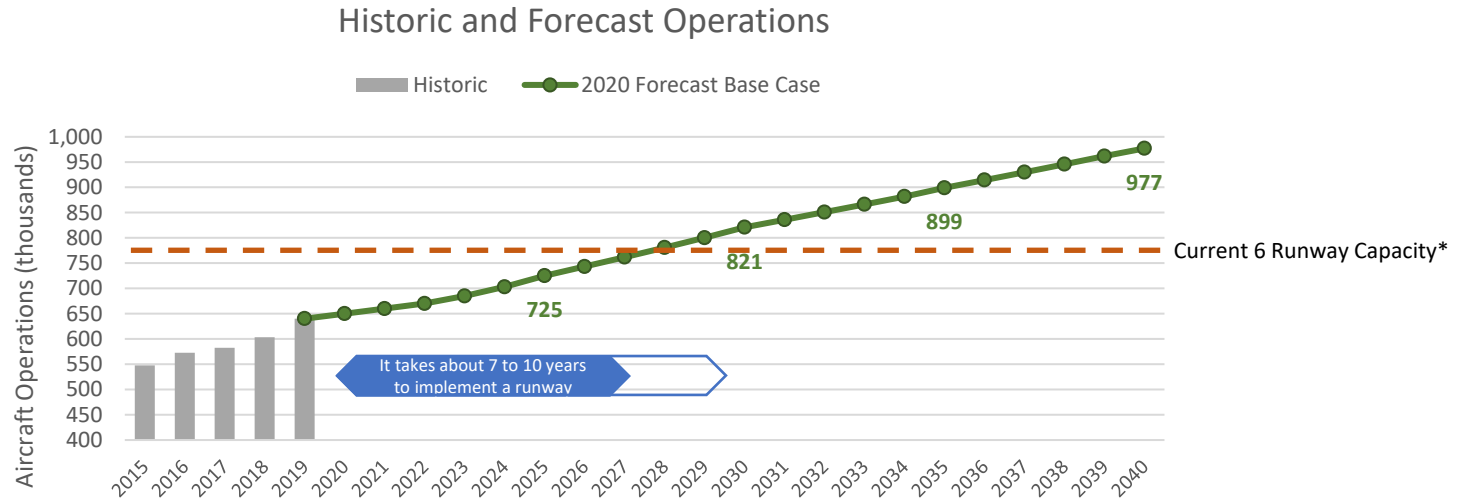
- DEN's 53 square miles of land can accommodate up to **12 runways** with an estimated capacity of **1.23 million aircraft landings and takeoffs**.
- In 1989, DEN conducted an Environmental Impact Statement on the initial 6 runways, with the intent to perform additional reviews for future buildout.
- DEN's land was purchased to accommodate these 12 runways and associated clear zones to **protect the Airport and its neighbors** from noise, and other environmental impacts



DEN Previous Runway Planning and Future Need



- Recent forecasts indicate that a runway could be justified as soon as 6 years, depending on COVID-19 recovery
- A new runway can take 10 years for environmental review, planning, design, and construction
- DEN has coordinated with the FAA over the past 24 months to discuss the future runway need and study requirements
- Critical that DEN takes action to maintain its level of service for the airspace system



SOURCES: InterVISTAS, Denver International Airport Aviation Activity Forecast, August 2020 (forecast); City and County of Denver, Department of Aviation, April 2019 (Historical); *FAA Annual Service Volume Study for DEN, December 2016 (ASV), 4-minute average delay

DEN Future Runway Planning Studies Currently Underway

- Airfield planning studies and analyses for subsequent Environmental Review:
 - Surrounding airspace and DEN airfield simulation modeling
 - Airfield and runway system demand and capacity analysis
 - Runway system configuration and length analysis
- Planning studies will provide data for the FAA National Environmental Policy Act (NEPA) process:
 - Purpose and need, alternatives, affected environment, and environmental consequences review
 - Planning studies will narrow down potential alternatives

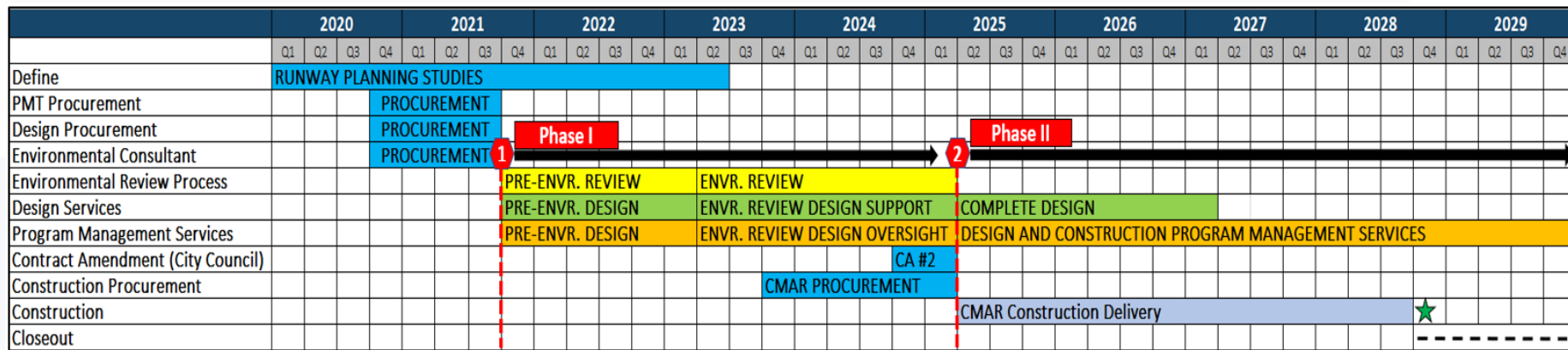
Project Approach

- Built-in off-ramps for DEN, City and County of Denver, and FAA
 - Phase I – Environmental Review, including up to 30% design
 - Phase II – Final Design and Construction of the 7th Runway
- DEN is procuring three Professional Services consultants for Phase 1:
 - Environmental
 - Design
 - Program Management Services
- DEN must amend these contracts with City Council approval to complete Phase II
- Close coordination with FAA is required throughout to comply with Federal funding requirements

CONCEPTUAL RUNWAY SCHEDULE



BASELINE CONCEPTUAL SCHEDULE



Legend of Required Approvals and Key Events



- Runway Open to Air Traffic



- DEN Administration and Denver City Council

RFQ PROCUREMENT SCHEDULE

- Procurement of Environmental, Designer, and Program Management Services contracts
- Phase markers are required approval points
- To meet future growth, DEN is beginning the process now in anticipation for completion in 8+ years
- Project schedule shown is high level, conceptual, and is subject to change throughout project duration

Environmental Review – Phase I

- Public Involvement Plan (PIP) and Outreach Approach
 - Increase public awareness of NEPA process
 - Educate the public on the challenges associated with the project
 - Encourage the public to become involved in the environmental review process
- Public Involvement Plan Framework
 - Provide public access to information during the environmental review process
 - Promote understanding of the National Environmental Policy Act (NEPA) process
 - PIP provides roles of the agency and the public, schedule, coordination, and communication throughout
 - FAA and Environmental Consultant will be responsible for conducting public meetings/hearings

DENVER INTERNATIONAL AIRPORT





CITY OF AURORA

Council Agenda Commentary

Item Title: State Legislative Update
Item Initiator: Luke Palmisano, Intergovernmental Relations Manager
Staff Source/Legal Source: Rachel Allen, Client Group Manager
Outside Speaker: n/a
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: n/a

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State, and Intergovernmental Relations

Policy Committee Date: 4/30/2021

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

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

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

The FSIR committee held a regular committee meeting on April 30, 2021 to discuss legislation before the Colorado General Assembly. The committee discussed and took active positions on five bills and heard informational updates on eleven additional bills.

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

The Federal, State and Intergovernmental Relations Committee is the standing committee that oversees Aurora's relationships with our state legislative and federal congressional delegations. As empowered by Council Rules, the FSIR committee shall debate and take positions on proposed state legislation on behalf of the city of Aurora. Included in the backup materials is a recap of bills discussed at the FSIR Committee at the regularly scheduled meeting on April 30, 2021.

QUESTIONS FOR COUNCIL

This item is informational only. There are no action items for council.

LEGAL COMMENTS

The city manager shall be responsible to the 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 attend council meetings and participate in discussions with the council in an advisory capacity and inform the public concerning plans and activities of the council and of the city administration. (City Charter Art. 7-4). The Federal, State and Intergovernmental Relations Committee shall recommend objectives and initiatives in the State Legislature. (Council Rules, Appendix A). (Allen)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: n/a

MEMORANDUM

TO: MAYOR COFFMAN AND CITY COUNCIL

FROM: LUKE PALMISANO, INTERGOVERNMENTAL RELATIONS MANAGER

SUBJECT: STATE LEGISLATIVE UPDATE

DATE: MAY 17, 2021

The following bills were discussed at the Federal, State, and Intergovernmental Relations Committee at the April 30, 2021 meeting. Per council rules, FSIR is empowered to take positions on state legislative proposals on behalf of the city. The FSIR committee took an active position on two bills and gave their support for staff to engage, lobby, or monitor three additional bills. The next FSIR committee meeting is scheduled for Friday, May 28, 2021.

City Council Action Items

None

Items on which FSIR took Action

HB21-1222: Regulation of Family Child Care Homes

The bill requires that family child care homes be classified as residences for purposes of licensure and local regulations, including zoning, land use development, fire and life safety, and building codes.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Van Winkle, Rep Valdez, Sen Winter, Sen Smallwood

Status: The bill has passed both chambers as of May 7 and will go to Governor Polis for his signature or veto.

HB21-1271: Department of Local Affairs Innovative Affordable Housing Strategies

This bill concerns the establishment of three programs in the Department of Local Affairs to manage state assistance to local governments to promote the development of innovative affordable housing strategies in a manner that is compatible with best local land use practices.

The programs include the Local Government Affordable Housing Development Incentives Grant Program, The Local Government Planning Grant Program, and the Affordable Housing Guided Toolkit and Local Officials Guide Program.

FSIR Position: Amend.

Staff proposes seeking the following amendments:

- Allow local governments that already have affordable housing practices/policies in effect to apply for grants.
- Allow local governments to take part in rule making process.

The [bill](#).

Sponsors: Rep McCluskie, Rep Jodeh, Sen Gonzales

Status: The bill was passed by the House Committee of the Whole on May 6 and referred amended to the Senate for consideration. The bill was assigned to the Senate Local Government Committee and has a hearing date of May 11.

SB21-199: Remove Barriers To Certain Public Opportunities

The bill repeals existing provisions that require a person to demonstrate the person's lawful presence in the United States to be eligible for certain public benefits and requires that lawful presence is not a requirement of eligibility for state or local public benefits.

FSIR Position: Active Support.

The [bill](#).

Sponsors: Sen Winter, Sen Jaquez Lewis, Rep Esgar, Rep Gonzales-Gutierrez

Status: The bill passed out of the Senate State, Veterans, & Military Affairs Committee amended on April 22 and was referred to the Senate Appropriations Committee. No hearing date has been set.

SB21-200: Reduce Greenhouse Gases Increase Environmental Justice

The bill concerns measures to further environmental protections and reduce emissions of greenhouse gases, and adopts protections for disproportionately impacted communities. Current law requires the air quality control commission (AQCC) to adopt rules that will result in the

statewide reduction of greenhouse gas (GHG) emissions of 26% by 2025, 50% by 2030, and 90% by 2050, as compared to 2005 emissions. This bill supplements these requirements by providing further direction to the AQCC to consider the social cost of GHG emissions and requires GHG reductions on a linear or more stringent path. The bill also sets new targets and target dates to reduce GHG, adds GHG to the definition of "regulated pollutant", and creates an environmental justice ombudsperson position and an environmental justice advisory board in the Department of Public Health and Environment.

FSIR Position: Monitor.

The [bill](#).

Sponsors: Sen Moreno, Sen Winter, Rep Jackson

Status: The bill was passed by the Senate Finance Committee on April 28 and was referred unamended to the Senate Appropriations Committee. The bill has a hearing date of May 12.

SB21-238: Create Front Range Passenger Rail District

The bill concerns creating the Front Range Passenger Rail District for the purpose of planning, designing, developing, financing, constructing, operating, and maintaining a passenger rail system and specifying the territory, governing structure, powers, and duties of the district.

FSIR Position: Monitor.

The [bill](#).

Sponsors: Sen Garcia, Sen Zenzinger, Rep Esgar, Rep Gray

Status: The bill was passed by the Senate Appropriations Committee on May 7 and referred to the Senate Committee of the Whole. The bill has a hearing date of May 11.

Information Items

HB21-1075: Replace the Term Illegal Alien

This bill concerns replacing the term "illegal alien" with "worker without authorization" as it relates to public contracts for services. The city's state priorities as approved by City Council call for support of this bill.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Lontine, Sen Gonzales

Status: The bill was signed into law by Governor Polis on April 15.

HB21-1117: Local Government Authority Promote Affordable Housing Units

The bill concerns the ability of local governments to promote the development of new affordable housing units pursuant to their existing authority to regulate land use within their territorial boundaries. The city's state priorities as approved by City Council call for support of this bill.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Lontine, Rep Gonzales-Gutierrez, Sen Rodriguez, Sen Gonzales

Status: The bill has passed both chambers as of May 7 and will go to Governor Polis for his signature or veto.

An amendment was added during the Senate State, Veterans, & Military Affairs Committee hearing that states a local government shall not exercise the authority granted in the bill unless the local government demonstrates its commitment to increasing the overall number and density of housing units and commitment to promote or create incentives to the construction of affordable housing. This can be demonstrated by adopting zoning and land use policies that increase density; increase permitted household size in single family homes; promote density near transit; provide density bonuses; adopting policies that promote diversity in housing stock; reduce required parking; reduce or eliminate utility charges, regulatory fees or taxes imposed on affordable housing units; among other options.

HB21-1150: Create The Colorado Office Of New Americans

The bill creates the Colorado Office of New Americans (ONA). The ONA serves as the point of contact for immigrant-serving state agencies, private sector organizations, and the public about immigrant issues in Colorado, and has as one of its central purposes the successful integration and inclusion of immigrants and refugees in our state's communities. As its main priority, the ONA is required to implement a statewide strategy to facilitate economic stability and promote successful economic, social, linguistic, and cultural integration by investing in the success of immigrants in Colorado.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Jodeh

Status: The bill was passed by the House Committee of the Whole on May 10 with amendments and is on the calendar for third reading on May 11.

HB21-1186: Regional Transportation District Operation

The bill amends provisions related to the operation of the Regional Transportation District including removing a cap on the amount of all vehicular service the district can allow to be provided by third parties; expanding the types of entities the district can contract with to include nonprofit organizations and local government; repealing the farebox recovery ratios, repealing a limitation on developments that would reduce parking at a facility or result in a competitive disadvantage to private businesses near the facility; and repealing limitations on the district's authority to charge fees and manage parking at district parking facilities.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Gray, Rep Sullivan, Sen Winter, Sen Bridges

Status: The bill has passed both chambers as of May 3 and will go to Governor Polis for his signature or veto.

HB21-1214: Record Sealing Collateral Consequences Reduction

Under current law, adults and juveniles can file motions for relief from collateral consequences. The bill states that a motion can be filed related to convictions retroactively. The bill creates an automatic sealing process for arrest records when no criminal charges are filed. For arrest records before January 1, 2022, CBI shall seal arrest records for Felonies with a 3-year statute of limitations if 3 years has passed since the date of arrest without the filing of charges; and misdemeanors, traffic misdemeanors, petty offenses, or municipal violations with an 18-month statute of limitations or less if 18 months has passed since the date of arrest without the filing of charges. Felony arrest records with a statute of limitations of longer than 3 years or with no statute of limitation are not eligible for automatic sealing.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Weissman, Sen Coleman, Sen Lee

Status: The bill was passed by the House Committee of the Whole amended on May 10 and is on the calendar for third reading on May 11.

HB21-1217: Military Family Open Enrollment In Public Schools

The bill requires a school district, district charter school, and institute charter school to accept the school liaison address for the military installation for purposes of demonstrating residency for inbound active duty military members participating in open enrollment; and to grant guaranteed automatic matriculation to the child of an inbound active duty military member while the child remains in the school, and priority preference for younger siblings of the child for enrollment in subsequent school years.

FSIR Position: Active Support

The [bill](#).

Sponsors: Rep Bockenfeld, Rep Bacon, Sen Fields, Sen Lundeen

Status: The bill has passed both chambers as of May 7 and will go to Governor Polis for his signature or veto.

HB21-1250: Measures to Address Law Enforcement Accountability

The bill makes changes to the provisions of Senate Bill 20-217, enacted in 2020, to provide clarity and address issues discovered since the passage of the bill. The bill clarifies some of the circumstances when a body-worn camera must be operating and provisions related to the release of the footage. The bill expands the definition of "contact" and clarifies and adds to some of the information that must be reported. SB 217 required the Peace Officers Standards and Training (P.O.S.T.) board to permanently decertify a peace officer if the officer failed to intervene and serious bodily injury or death occurred. The bill changes the penalty to a suspension of the officer's certification for one year. The bill also requires the employer to conduct an investigation of an officer prior to determining if the officer acted in good faith. The bill requires a peace officer to use de-escalation techniques prior to the use of physical force and requires the use of physical force to be objectively reasonable.

FSIR Position: Amend

The bill.

Sponsors: Rep Herod, Rep Gonzales-Gutierrez

Status: The bill was passed by the House Appropriations Committee on May 7 and referred amended to the House Committee of the Whole. The bill has a hearing date of May 11.

HB21-1251: Appropriate Use of Chemical Restraints on a Person

This bill concerns the appropriate use of a chemical restraint upon a person in a nonhospital setting. The bill requires an agency that uses a chemical restraint to ensure that a person administering ketamine, haloperidol, or any other medication that is severely dependent on the weight of an individual or may result in a severe or adverse reaction with improper dosage in a nonhospital setting does so when staff trained in the administration of such medication can monitor the vital signs of the individual and weigh the individual to ensure accurate dosage. The bill prohibits a peace officer from using, requesting, causing, directing, or influencing the use of a chemical restraint upon another person. The bill prohibits a peace officer from compelling, requesting, causing, directing, or influencing an emergency medical service provider (EMS provider) to administer a chemical restraint.

FSIR Position: Monitor.

The bill.

Sponsors: Rep Herod, Rep Caraveo

Status: The bill has passed out of the House Judiciary Committee amended on April 28 and referred to the House Committee of the Whole. The bill is on the calendar for second reading on May 10.

SB21-062: Jail Population Management Tools

This bill concerns measures to reduce jail populations. The bill would prohibit arrest for many municipal ordinance violations, misdemeanors and even some felonies. The bill mandates personal reconnaissance (PR) bonds on municipal cases unless the court believes the defendant

will flee or threatens safety of others and no other conditions of the PR bond will mitigate the risk of flight or harm.

The bill could negatively affect the Municipal Court and cause a significant docket back log due to the failure to appear provision. It directly impacts how the court can enforce its own orders by mandating PR bonds. The bill could also decrease the detainee population and lower the risk of recidivism.

City Council Position: Amend

The [bill](#).

Sponsors: Rep Benavidez, Sen Lee

Status: The bill was passed by the Senate Judiciary Committee on March 4 and referred amended to the Senate Appropriations Committee. No hearing date has been set.

SB21-108: Public Utilities Commission Gas Utility Safety Inspection Authority

This bill seeks to consolidate, strengthen, and streamline the safety regulations that apply to natural gas pipeline utilities. The bill will update and clarify the duty of the Public Utilities Commission (PUC) to collaborate with the United States Department of Transportation (DOT) on pipeline safety issues adopting rules at the state level as needed to comply with federal requirements.

FSIR Position: Amend

The [bill](#).

Sponsors: Sen Story

Status: The bill was passed by the Senate Committee of the Whole on May 7 and referred to House for Consideration. The bill was assigned to the House Energy & Environment Committee. No hearing date has been set.

SB21-156: Nurse Intake of 911 Calls Grant Program

This bill creates a pilot program for the use of nurses in 911 dispatch to help divert incoming 911 calls that do not require emergency medical service to other types of medical care.

FSIR Position: Monitor

The [bill](#).

Sponsors: Sen Garcia, Rep Mullica

Status: The bill was passed by the Senate Appropriations Committee on May 7 and referred amended to the Senate Committee of the Whole. The bill is on the calendar for second reading on May 11.

**CITY OF AURORA,
COLORADO**

**Information Technology
10 Year CIMP Priorities
City Council Study Session
05/17/2021**

Information Technology – 10 Year CIMP

PROJECT TYPE		RANK	PROJECT	BENEFITS	CAPITAL COST	OPERATING COST	DESCRIPTION
SECURITY	Risk Mitigation	1	Business Continuity / Disaster Recovery	<ul style="list-style-type: none">• Uninterrupted Operations• Resilience	325,000	2,880,000	Critical City systems are hardened to ensure continuous business and public safety operations in the event of a disaster or individual system failure.
		2	Identity Governance & Administration	<ul style="list-style-type: none">• Virtual Access Management• Physical Access Management	300,000	655,000	Centralized governance and administration to ensure integrity of employee access to technology platforms and physical security control systems; allows for timely and effective response to employee status, employee assignment, and regulatory concerns.
		3	Electronic Document Management System	<ul style="list-style-type: none">• Replaces End of Life Solution• Automated Workflows and Approvals	890,000	310,000	Replaces current / obsolete storage platform with a modernized, automated and more efficient document management platform. Enables workflow capabilities (routing, approvals, e-signatures).
		4	eDiscovery & CORA Tool	<ul style="list-style-type: none">• More Responsive• Single Workflow to Fulfill Requests	213,000	213,000	Provides greater flexibility and automation to retrieve the data responsive to eDiscovery and CORA requests. Reduces staff time required to produce responses.
SUBTOTAL					1,728,000	4,058,000	

Information Technology – 10 Year CIMP

PROJECT TYPE	RANK	PROJECT	BENEFITS	CAPITAL COST	OPERATING COST	DESCRIPTION
INFRASTRUCTURE	Network	1	<ul style="list-style-type: none"> Replaces Aging Equipment Predictable Cost Control 	1,000,000	100,000	Establishes recurring replacement program for core network equipment.
		2	<ul style="list-style-type: none"> Capacity Resilience 	465,000	240,000	Increased capacity and reliability of City internet / WiFi and the backbone network. Increased resiliency for remote service delivery.
	Communications	1	<ul style="list-style-type: none"> Replaces Aging Equipment Uninterrupted Operations 	250,000	40,000	Replaces legacy wireless microwave connections to City facilities with no broadband access.
		2	<ul style="list-style-type: none"> Supports Existing Operations Foundation for Future Operations 	68,500,000	450,000	Integrates communications between City facilities, traffic signals, and water operations equipment - and - expands citizen access to broadband.
		3	<ul style="list-style-type: none"> Public Safety and Field-Worker Communications Increased Coverage as the City Expands 	17,750,000	750,000	Prepares for required 2030 system upgrade, including additional tower sites to respond to City growth.
	Hardware	1	<ul style="list-style-type: none"> Adaptability Resilience 	1,700,000	770,000	On-demand storage resource adjustments, distributed workloads and increased resiliency by migrating current on-premise operations to a cloud environment.
		2	<ul style="list-style-type: none"> Modern system with enhanced capabilities Physical Security Operations 	560,000	250,000	Migrates existing video recording system to modern, cloud-hosted solution. Provides flexible growth, retention and video analytics capabilities.
		3	<ul style="list-style-type: none"> Resilience Increased Service Delivery 	429,000	138,000	Ensures employee access to up-to-date technology, supports telework and provides adaptability for remote service delivery.
	SUBTOTAL			90,654,000	2,738,000	

Information Technology – 10 Year CIMP

PROJECT TYPE		RANK	PROJECT	BENEFITS	CAPITAL COST	OPERATING COST	DESCRIPTION
DATA	Management	1	Asset Management	<ul style="list-style-type: none">• Compliance and Accreditation• Centralized Reporting, Planning	500,000	260,000	Consolidates asset management to single platform to allow accurate, real-time tracking of inventory and depreciation of City equipment.
		2	Data Inventory Management	<ul style="list-style-type: none">• Consolidates Data, Reducing Cost• Data Classification for Regulatory Compliance	175,000	150,000	Software platform that identifies where data is stored, whether it is duplicated elsewhere, and whether data falls within regulatory requirements. Supports retention requirements and reduces cost.
		3	Historical Records Digitization	<ul style="list-style-type: none">• Reduces / Eliminates Paper Records	520,000	0	One-time cost to digitize large volumes of paper forms and records into electronic formats. Enables staff and community to retrieve records electronically.
	Smart City	1	Data Analytics	<ul style="list-style-type: none">• Better Insights to City Data and Operations• Key Metric Analysis and Forecasting	500,000	585,000	Centralized platform to leverage data, providing insight and support for operational and budgetary decisions. Consolidates datasets from disparate City applications to identify trends and patterns.
		2	Customer Relationship Management	<ul style="list-style-type: none">• Citywide Customer Service Platform• Customer Self-Service	900,000	870,000	Consolidates 13 separate applications to a single customer service platform. Reporting and data regarding customer requests can be aggregated across all departments. Allows customers to self-service for routine inquiries and program enrollments.
		3	Intelligent Process Adaptation	<ul style="list-style-type: none">• Automated Operations• Community and Business Enablement	5,000,000	405,000	Improved and efficient customer, community and/or business self-service through advanced data analytics. Intelligent on-demand delivery adaptation and responsive business process innovation.
		SUBTOTAL					7,595,000

Information Technology – 10 Year CIMP

TOTAL COST	
CAPITAL COST	OPERATING COST
99,977,000	9,066,000

<i>American Rescue Plan, Infrastructure, Other Grants</i>		
PROJECT	CAPITAL COST	OPERATING COST
Business Continuity / Disaster Recovery	325,000	2,880,000
Identity Governance & Administration	300,000	655,000
Electronic Document Management System	890,000	310,000
Network Sustainability	1,000,000	100,000
Internet Performance and Remote Service Delivery	465,000	240,000
Wireless Microwave Connections	250,000	40,000
City Broadband	68,500,000	450,000
Cloud Infrastructure	1,700,000	770,000
Laptop Replacements	429,000	138,000
Data Inventory Management	175,000	150,000
Historical Records Digitization	520,000	0
Data Analytics	500,000	585,000
Customer Relationship Management	900,000	870,000
Intelligent Process Adaptation	5,000,000	405,000
SUBTOTAL	80,954,000	7,593,000

<i>City Funded, Other Grants</i>		
PROJECT	CAPITAL COST	OPERATING COST
eDiscovery & CORA Tool	213,000	213,000
Radio System	17,750,000	750,000
Security Camera Management Solution	560,000	250,000
Asset Management	500,000	260,000
SUBTOTAL	19,023,000	1,473,000

Information Technology – 10 Year CIMP CAPSTC

PROJECT TYPE	RANK	PROJECT	BENEFITS	CAPITAL COST	OPERATING COST	DESCRIPTION
CAPACITY	1	Space Study	<ul style="list-style-type: none"> • Formal Assessment • Budget Planning 	300,000	0	Space / needs assessment to address existing capacity issues, and plan for expansion to address future needs.
	2	EVOC Building	<ul style="list-style-type: none"> • Staff Safety / Well-Being • Additional Training Space 	2,000,000	30,000	Constructs an additional training room adjacent to the EVOC track. Allows instructors to review material prior / post practical exercise on the track. Provides staff a shelter from weather conditions.
	3	CAPSTC Expansion	<ul style="list-style-type: none"> • Increased Classroom / Practical Training Capacity • Additional Props / Training Equipment 	35,000,000	0	Incorporates findings from Space Study. Constructs the Phase II expansion of the CAPSTC facility. Provides additional classroom space and practical exercise space, expands capacity for training props.
SUBTOTAL				37,300,000	30,000	

Capital Planning List				
Page	Project	Not Budgeted		
		Capital Cost	Operating Cost	
Information Technology			One-Time	Ongoing
2	Identity Governance and Administration	\$ 300,000	\$ -	\$ 655,000
4	Electronic Document Management System	690,000	200,000	310,000
6	Network Internet Resilience	405,000	60,000	240,000
8	Cloud Infrastructure	1,700,000	-	770,000
10	Disaster Recovery	325,000	-	2,880,000
12	Network Sustainability	1,000,000	-	100,000
14	City Broadband	68,413,912	-	435,000
16	Wireless Microwave	250,000	-	40,000
18	Data Analytics	500,000	-	585,000
22	Security Camera Management Solution	560,000	-	250,000
24	Asset Management System	-	500,000	260,000
26	Customer Relationship Management (CRM) Platform	900,000	-	870,000
30	Data Inventory Management	175,000	-	150,000
34	eDiscovery and CORA Tool	212,431	-	205,021
38	Laptop and Tablet Replacement Program	429,000	-	138,265
40	Public Safety Radio System	17,750,000	-	750,000
44	Smart City	5,000,000	-	405,000
48	Digitizing Paper Documents	520,000	-	-
50	CAPSTC Space Study	300,000	-	-
52	CAPSTC EVOC Building	35,000,000	-	-
54	CAPSTC Expansion	2,000,000	-	30,000
Subtotal		\$ 136,430,343	\$ 760,000	\$ 9,073,286

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 1		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Identity Governance and Administration	\$ -	\$ 74,737	-	\$ -	\$ 300,000	\$ -	\$ 655,000	3.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							405,000	3.0	
Supplies and Services		74,737			300,000		250,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	This project rationalizes the City's access solutions into one unified platform to alleviate managing disparate systems to achieve economies of scale for credentials and identifiers.It addresses physical and virtual security access through a consolidated system.								
Anticipated Timing:	Capital Appropriation - 2022-2023					Operating First Year - 2023			
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	This is a managed service project from a sole vendor that will provide an integrated approach for information security services for identity and access management and integrate physical access where appropriate. Costs savings would occur from rationalizing our technology and reducing the management knowledge base to operate efficiently. As this platform will be supporting Public Safety over the next 5 years and any other 24/7 operation, in addition to its scale and complexity, it has been determined that three FTEs would be required to perform development, integrations, end-user support and operational management.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding
CRITERIA	
Council Goal(s)	Well managed city, excellent infrastructure
Council Priority Project(s)	Required to resolve prior year financial audit findings that Council has identified as a priority to address, specifically MFA and identity/access management.
Employment Center Support?	N/A
Address Current and/or Future Needs?	Addresses both current and future needs. Need staff to engineer, deploy, maintain, and provide 24/7 end-user support of a City-wide multi-factor authentication (MFA) and identity governance (IGA) platform to protect against current/future cyber attacks, rationalize City's portfolio of services and address regulatory and audit requirements.
Improve on Existing Asset?	This project will consolidate vendors into central platforms, provide the city with better insights into usage and provide a basic infrastructure for Smart City initiatives. It would also enable greater intergovernmental cooperation and engagement during emergencies.
Tie to Comp Plan?	N/A
Enhance Accessibility?	Ensures ongoing telework and on-site access is safe and secure.
Address Economic Development Goals?	N/A
Criticality?	Critical to address financial audit findings, and maintain federal and industry compliance
Operating Cost Avoidance?	Consolidation across the city and future integrations.
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 2		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Electronic Document Management System	\$ -	\$ 17,600	-	\$ -	\$ 690,000	\$ 200,000	\$ 310,000	1.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							135,000	1	
Supplies and Services		17,600			690,000	200,000	175,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	This project replaces the end of life city document management system. It includes citywide document lifecycle management and supports electronic routing of documents for review and approval and the ability for document collaboration. It will facilitate or integrate with current FOIA/CORA requests. It will support city records retention policy.								
Anticipated Timing:	Capital Appropriation - 2022					Operating First Year - 2023			
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	\$990,000 for project licensing and \$200,000 for process review and implementation services. Ongoing supplies and services include product support and maintenance. One FTE for ongoing support, administration and to implement additional enterprise features of the product to improve business process and compliance around records and document management. \$17,600 is included in the IT on-going operating budget (mandated costs) for disaster recovery services for the current system.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	Does it tie to Council priority projects? Yes, any documents associated to Council Priority Projects would be stored in an Electronic Document Management System.
Employment Center Support?	N/A
Address Current and/or Future Needs?	Current/Future need. The current system is beyond end of life in 2018. This places the city at risk and exposes the city to security vulnerabilities. This system will provide solutions for future needs for contract and agreement lifecycle management, electronic document workflow and signature approvals. Secure storage is a compliance need that must be addressed for records and personnel information.
Improve on Existing Asset?	Replaces and improves existing asset. Upgrade is not an option.
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	Yes, public records maintenance and storage is at risk when using an end of life product.
Operating Cost Avoidance?	N/A
Associated with Key Places?	Yes, any documents associated to Key Places would be stored in an Electronic Document Management System

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking:		Cost							
3		Budgeted				Not Budgeted			
Information Technology	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Network-Internet Resilience	\$ -	\$ -	-	\$ -	\$ 405,000	\$ 60,000	\$ 240,000	1.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering					40,000				
Project Cost - Construction						60,000	45,000		
Project Cost - AIPP									
Operating Costs									
Personal Services							135,000	1	
Supplies and Services					365,000		60,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	Covid-19 forced the City to transition to a combination of telework, on-site work, and remote service delivery. Additionally, the City expanded the free WiFi access available to the community. This service model has increased demand on the capacity and reliability of the City's internet. The network and internet prior to Covid-19 were not desgined or scaled for this type of delivery model. Additionally, future cloud services require reliable connections with sufficient capacity. This project will allow IT to bolster the network with equipment and internet capacity to sustain current and future operations.								
Anticipated Timing:	Capital Appropriation - 2022 Initial Operating - 2022								
Tentative Location	Key City Facilities								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One-time operating costs include ordering additional internet capacity from CenturyLink and/or Comcast. One-time capital cost include core network routers and switches with increased capacity and redundancy, and design services. The ongoing costs include annual maintenance and support on the equipment, and recurring charges for the internet connection. One FTE is included as a Senior Network Engineer to help plan, design, build and support the advanced infrastructure.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding. Equipment can also be financed at low or zero rates. IT could work with Finance to conduct an RFP for financing options.
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Both - The current internet connectivity does not provide for automated failover if the carrier connection fails. This results in interruptions in service, often requiring manual intervention. The existing equipment has limited redundancy built-in, increasing the risk for a failure. Replacing the equipment under this plan would harden the reliability and capacity of the existing network and internet, while enabling future growth.
Improve on Existing Asset?	Yes - this would distribute the load between existing and new equipment.
Tie to Comp Plan?	No
Enhance Accessibility?	Yes - greater access to City services through digital delivery
Address Economic Development Goals?	Yes - greater access to City services through digital delivery
Criticality?	High - the City already provides remote services, and supports a large portion of staff who are teleworking
Operating Cost Avoidance?	No
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 4		Cost							
Information Technology		Budgeted				Not Budgeted			
		Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE Revenue (Not Projected)
Cloud Infrastructure		\$ -	\$ -	-	\$ -	\$ 1,700,000	\$ -	\$ 770,000	2.0 \$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering						200,000			
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services								270,000	2
Supplies and Services						1,500,000		500,000	
Utilities									
Interfund Charges									
Capital Related									
Project Description	This project will migrate the City's server and storage environment to cloud infrastructure providers. Cloud infrastructure offers numerous benefits over City-owned data centers, which include: flexibility to adjust processing and storage capacity on-demand, the ability to migrate workloads from one environment to another on demand, and the ability to distribute workloads across multiple datacenters simultaneously, providing a much higher degree of resiliency. Under the current service model, the City maintains servers, storage systems, and data backup systems in two separate data centers. When equipment reaches capacity, a long leadtime is required to plan for the procurement, installation, and configuration of the equipment. Thus, some demands may not be met for several months. Additionally, much of the equipment used in the data centers are due for replacement starting in 2022 through 2025. The City will need to invest substantial funds to replace the on-premise equipment if we maintain the current operating model. Those funds instead can be directed toward cloud infrastructure, which would provide faster delivery, dynamic expansion as needs evolve, and greater resiliency against system failures. This program will require 2 years to design, build, and migrate systems to the cloud infrastructure.								
Anticipated Timing:	Capital Appropriation - 2022 Initial Operating - 2023								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Tentative Location	Citywide
DETAILS	
Cost Information	One-time capital costs include procurement of the cloud infrastructure environment and professional services to assist with the planning and migration of data. The ongoing costs include annual service fees to maintain the cloud infrastructure environment. Cloud infrastructure is typically paid based upon consumption, therefore the cost for the project would be distributed over time as systems are migrated to the new environment. One FTE is included as a Cloud Service Architect that will be responsible for the design, build and support of the new infrastructure, cross-training existing staff on the new capabilities. A second FTE is included as a Cloud Security Architect, to ensure the environment is designed and built in a secure manner, and monitors the environment for security improvements, issues and concerns. The third FTE is a Senior Network Engineer to assist with the planning, design and implementation of connectivity to support cloud operations.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding. Equipment can also be financed at low or zero rates. IT could work with Finance to conduct an RFP for financing options.
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Both - Most existing equipment will start reaching end of life and require replacement in the years of 2022 through 2025. It will take time to assess requirements, procure services, and migrate data to the new infrastructure. There is a need to begin the planning in 2021 so migrations can begin in 2022.
Improve on Existing Asset?	Yes - replaces existing assets
Tie to Comp Plan?	No
Enhance Accessibility?	No
Address Economic Development Goals?	No
Criticality?	High - we are already near capacity to meet City needs, and equipment replacement is imminent
Operating Cost Avoidance?	Yes - replaces existing assets that will have to otherwise be replaced
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 5		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Disaster Recovery	\$ -	\$ -	-	\$ -	\$ 325,000	\$ -	\$ 2,880,000	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services					325,000		2,880,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	Disaster recovery in the cloud allows the city to prioritize systems and applications based on critical City function, and place those critical systems in a protected environment for immediate recovery and availability. This strategy provides for continuity of operations for city services during a catastrophic event. This request resolves an internal audit finding for disaster recovery and continuity of operations for city data operations which support city services.								
Anticipated Timing:	Capital Appropriation - 2022					Operating First Year - 2023			
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One time costs include a toolset to manage the data protected through DR, as well as consulting services to identify the best solution. Cloud Infrastructure is offered on a subscription basis, so the annual cost is based on actual consumption. If the number of mission-critical systems is lower or higher than anticipated, the operating cost would shift accordingly. If the City migrates to Cloud Infrastructure, this cost will be significantly less. If the City maintains on-premise equipment, this estimate stands.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding. Equipment can also be financed at low or zero rates. IT could work with Finance to conduct an RFP for financing options.
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	Yes, all Council Priority Projects that rely on the City data center would be impacted.
Employment Center Support?	N/A
Address Current and/or Future Needs?	Current need based on risk to the city from internal audit findings and city financial audit findings 2018.
Improve on Existing Asset?	Transitions Disaster Recovery functions offsite, further insulating the City against catastrophic events
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	This is a critical project to mitigate risk for city service operations and to provide continuity of operations in the event of an emergency that disables the city's data center.
Operating Cost Avoidance?	N/A
Associated with Key Places?	N/A

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking:		Cost							
6		Budgeted				Not Budgeted			
Information Technology		Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE Revenue (Not Projected)
Network Sustainability		\$ -	\$ -	-	\$ -	\$ 1,000,000	\$ -	\$ 100,000	- \$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services								-	
Supplies and Services						1,000,000		100,000	
Utilities									
Interfund Charges									
Capital Related									
Project Description		Establishes a replacement program for: Network routers, switches, firewalls, WiFi access points, and microwave network devices. Much of this equipment was replaced and/or newly deployed using CARES funds. A recurring program is required to replace this equipment on a planned basis, similar to the PC replacement program, so a large up-front cost is not incurred every 6 to 9 years.							
Anticipated Timing:		Capital Appropriation - 2023 Initial Operating - 2023							
Tentative Location		All City facilities							

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One-time capital costs include funding to replace Network routers, switches, firewalls, WiFi access points, and microwave network devices. The ongoing costs include annual support contracts on the equipment as it is replaced.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	Equipment can be financed at low or zero rates. IT could work with Finance to conduct an RFP for financing options.
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Future - A portion of the equipment existed prior to Covid-19, a portion was replaced with CARES funds in 2020, and a portion was expanded with CARES funds in 2020. Older equipment will be due for replacement starting in 2023, and the remainder will be spread across the following 5 years depending on equipment type and date of manufacture.
Improve on Existing Asset?	Yes - Older equipment is replaced with the latest technology.
Tie to Comp Plan?	No
Enhance Accessibility?	No
Address Economic Development Goals?	No
Criticality?	High - the equipment that is due for replacement in 2023 is core to the operation of the City network
Operating Cost Avoidance?	No
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 7		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
City Broadband	\$ -	\$ -	-	\$ -	\$ 68,413,912	\$ -	\$ 435,000	1.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction					68,413,912				
Project Cost - AIPP									
Operating Costs									
Personal Services							135,000	1	
Supplies and Services							300,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	This project would deploy fiber optic broadband connectivity between City buildings, traffic signals to arterial and collector streets, and potentially community anchor institutions.Today the City pays monthly recurring fees to Comcast and CenturyLink to provide data services to City buildings. Traffic signals are currently connected wirelessly to the traffic control system, and that infrastructure is due for replacement. Additionally, the existing connection cannot support the more advanced functions of an Intelligent Traffic Control System, or video feeds at the intersections. Finally, the City expanded free WiFi access throughout the AMC campus using CARES funds, and this would allow the City to further expand that access to additional City buildings for use by the public.								
Anticipated Timing:	Capital Appropriation - 2021 - 2025					Operating First Year - 2023			
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One-time cost information is based on the average cost of conduit and fiber installation per linear foot. Ongoing costs include one Program Manager to plan, coordinate and administer the construction project, and fiber locate services for ongoing maintenance of the network.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding. Equipment can also be financed at low or zero rates. IT could work with Finance to conduct an RFP for financing options. Private / Public Partnerships can be explored.
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Both - currently the City relies almost exclusively on commercial carrier services, and as the City continues to grow, connectivity needs will continue to grow with it.
Improve on Existing Asset?	N/A
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	Urgent - The City spends nearly \$1 million annually on carrier services today, which will continue to grow as the City grows. <u>Community access is more critical than previously believed.</u>
Operating Cost Avoidance?	As each facility is connected by City-owned fiber, the carrier service for the site can be discontinued.
Associated with Key Places?	N/A

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 8		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Wireless Microwave Connections	\$ -	\$ -	-	\$ -	\$ 250,000	\$ -	\$ 40,000	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services					250,000		40,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	In 2020 using CARES funds, the City replaced many of the wireless microwave devices that provide network connectivity to remote sites. These devices are used because telecom carriers do not offer service in the area, or the service is cost-prohibitive. A handful of sites could not be completed within the budget originally allocated under CARES. This project would complete the replacement of those devices, which are past their useful life expectancy. The City sites served by this equipment are solely dependent on this equipment for network connectivity.								
Anticipated Timing:	Capital Appropriation - 2021 Initial Operating - 2021								
Tentative Location									

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One-time capital cost include the remaining device replacements and professional services for the installation. The ongoing costs include annual maintenance and support on the equipment.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Current - The remaining devices have exceeded the manufacturer life expectancy, and device support is no longer offered. The City sites served by this equipment are solely dependent on the equipment for network connectivity.
Improve on Existing Asset?	Yes - Older equipment is replaced with the latest technology.
Tie to Comp Plan?	No
Enhance Accessibility?	No
Address Economic Development Goals?	No
Criticality?	High - The City sites served by this equipment are solely dependent on the equipment for network connectivity.
Operating Cost Avoidance?	No
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 9		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Data Analytics / Business Intelligence	\$ -	\$ 250,000	-	\$ -	\$ 500,000	\$ -	\$ 585,000	1.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							135,000	1	
Supplies and Services		250,000			500,000		450,000		
Utilities									
Interfund Charges									
Capital Related									

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Project Description	Within the city, we have hundreds of databases that store information used by the various city departments. The databases are typically specific to applications used by city staff as they are conducting day to day business. However, most software applications do not include robust reporting or analytical capability. Their systems can generate statistical reports based on metrics or data collected, but they don't perform analysis to show trends or patterns in the data. Data Analytics platforms such as Business Intelligence provide the ability to search those databases and find more meaningful insights from the data we already possess. For example, statistical information about the volume of traffic on a given roadway each hour of the day could be represented to show surges in traffic volume and peak usage times for that roadway. That level of insight would potentially allow the Traffic Control division to improve traffic flow through their traffic management system. This same type of data could improve efficiency with other departments as well. For example, if Public Safety systems were aware of typical traffic volume on a roadway during a given timeframe, their automated routing systems can guide their vehicles down less congested roadways and allow them to respond to calls more quickly. Business Intelligence is a platform that will allow each department to gain better insight from the data they already own to improve their operations, and forecast future needs with a higher degree of certainty. This in turn allows the department to forecast future improvements in the areas most needed, and direct budget requests in a more targeted way. Further, it will allow departments to cross-collaborate and gain insights from the data that each other collect on a daily basis.			
Anticipated Timing:	Capital Appropriation - 2023	Operating First Year - 2024		
Tentative Location	Citywide			
DETAILS				
Cost Information	One time and ongoing costs include the annual subscription to the analytical software platform. One FTE would be a data scientist to define and aggregate the datasets to use within the platform.			
Revenue Information	N/A			
Existing or Potential Financing Mechanisms:	N/A			
CRITERIA				
Council Goal(s)	Provide a well-managed and financially strong city			
Council Priority Project(s)				
Employment Center Support?	N/A			
Address Current and/or Future Needs?	Current need. This project is required to provide data and analysis to drive city service decisions.			

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Improve on Existing Asset?	N/A
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	Yes - better data regarding the utilization of City assets and resources, as well as economic data and population growth, can directly support the planning for economic development throughout the City.
Criticality?	This is an urgent need. As the city continues to grow so does the available data that assists management in making service level decisions.
Operating Cost Avoidance?	N/A
Associated with Key Places?	N/A



CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 10		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Security Camera Management Solution	\$ -	\$ 49,484	-	\$ -	\$ 560,000	\$ -	\$ 250,000	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering					60,000				
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services		49,484			500,000		250,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	The City's existing video management system required for security cameras is several years old. The physical servers the system resides on are due for replacement between 2021 and 2023. The current platform does not include proactive alerting due to camera failure, or analytics to recognize patterns, and limits the video storage to 30 days. Any expansion of the system requires months to procure and implement. The City currently supports over 800 security cameras, some of which are due for replacement now, with many others due for replacement over the next several years. This project will migrate to a cloud-based video management system, allowing the City to increase storage capacity on demand, adjust video retention times, proactively alert to equipment failures, and include analytical capabilities to alert personnel to unusual behavior. Without the analytical capability, the City will need to hire several FTE to routinely monitor the video feeds, or use video for post-incident investigation purposes only. It also establishes an ongoing replacement program for the security cameras that are in use today and added in the future.								
Anticipated Timing:	Capital Appropriation - 2022 Initial Operating - 2023								
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One-time capital costs include procurement of a cloud-based solution, and professional services to configure the security cameras to operate on the new platform. The ongoing costs include the annual subscription to the video platform. One FTE is included as a Network Engineer to coordinate with the Physical Security Manager to maintain the existing camera footprint and management of the video recording platform. The engineer will also coordinate with the physical security manager regarding additional future security equipment deployed throughout City facilities as technology evolves.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	Potentially - some cloud vendors may offer financing terms to distribute the cost. IT will work with Finance to determine if such a mechanism could be used for this platform.
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Both - There are cameras in use today that have already exceeded their manufacturer life expectancy and support. Additionally, the existing video management platform is operating on physical servers that are due for replacement within the next two years. Finally, the existing equipment is near capacity, and cannot be expanded without purchasing additional servers.
Improve on Existing Asset?	Yes - replaces existing assets
Tie to Comp Plan?	No
Enhance Accessibility?	No
Address Economic Development Goals?	No
Criticality?	High - we are already near capacity to meet City needs, and equipment replacement is imminent
Operating Cost Avoidance?	No
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 11		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Asset Management System	\$ -	\$ 250,000	-	\$ -	\$ -	\$ 500,000	\$ 260,000	1.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							135,000	1	
Supplies and Services		250,000				500,000	125,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	This project provides the system of record for city assets. The system provides accountability and assists in management of city assets and their lifecycle. It also provides a work order system for preventative and on demand maintenance of assets. It will track the costs and expenses associated with an asset as required.								
Anticipated Timing:	Capital Appropriation - 2023					Operating First Year - 2024			
Tentative Location	Citywide internal								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	The operating costs included in the current budget are contributed by Public Works and IT. One time supplies and services expenses are for implementation services for the system for Public Works and PROS. Ongoing supplies and services expenses will be shared with Aurora Water, Public Works, PROS and the General Fund based on licensing seats. One FTE with experience to support and implement additional enterprise features of the product.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	N/A
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	Does it tie to Council priority projects? Yes. Any City assets associated to Council Priority Projects can be tracked with an Assets Management system.
Employment Center Support?	N/A
Address Current and/or Future Needs?	Current need: This is the expanded use of an asset management system currently used by Aurora Water. It will replace Maximo for facilities management and MS Access database for streets. The city wide centralization of assets will provide improved reporting, service level metrics, standardization of asset and work order policies, and reduce overall costs. Departments that currently do not have a formal asset management process will be able to use a standard process and learn from other departments.
Improve on Existing Asset?	Yes, this product is used by Aurora Water for asset management and is capable of expanding citywide for future requirements.
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	Yes, it will be the city's asset management tool.
Operating Cost Avoidance?	The support costs currently provided for Maximo facilities management will be transferred to this product.
Associated with Key Places?	Yes. Any City assets associated to Key Places can be tracked with an Assets Management system.

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 12		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Customer Relationship Management (CRM) Platform	\$ -	\$ 146,556	-	\$ -	\$ 900,000	\$ -	\$ 870,000	2.0	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							270,000	2	
Supplies and Services		146,556			900,000		600,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	The project would would consolidate approximately 13 stand-alone applications that provide customer interaction functionality with a single enterprise application. It will enable all departments to track customer interaction throughout the lifecycle, from first customer contact through final disposition of the requests. This can be utilized by public-facing departments, including Public Safety, to track customer requests and provide proactive customer notifications and automated interaction with status updates. It can allow the customer to self-service to request information or guide them to complete forms and submit requests for information. It can be used by internal support departments (IT, Facilities, HR, etc) to track internal customer requests for service as well.								
Anticipated Timing:	Capital Appropriation - 2023 Initial Operating - 2024								
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	This type of platform can consolidate the customer-service processes for nearly every department across the City. One-time capital costs are for the procurement of the system, and professional services to assist with the implementation. Ongoing costs include the annual subscription to the platform, and 2 FTE positions to support the platform.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	The purpose of the project is to move from a transaction-centric interaction with our customers to a customer-centric interaction on a single platform. CRM vendors use the term “omni-channel” customer engagement to describe how a customer request is managed regardless of intake channel. A customer profile is built that records the interaction of that customer with the city regardless of communication channel (document upload, phone call, email, social media post, council request, website compliant etc..). From a technical perspective it would allow IT to eventually retire up to 13 separate solutions with one enterprise solution that would be vendor managed.
Improve on Existing Asset?	The City has approximately 13 distinct solutions that are integrated together and exposed to the public via the Auroragov.org website. The CRM functions performed by these solutions collectively perform a variety of CRM functions (Case Management (Accela Public Stuff, Council Requests, HubSpot, Knowledge Management, Workflow and Business Process Modeling support, Digital Engagement, Chatbot, LiveChat and soon; Performance Measurement Dashboards). It’s a transaction-oriented set of solutions with complex integrations that cannot provide the city of Aurora with a clear, centralized picture of how we interact with customers and who our customers are.
Tie to Comp Plan?	No
Enhance Accessibility?	Yes

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Address Economic Development Goals?	Yes - better customer engagement and process workflow to obtain required information
Criticality?	High - Due to Covid-19, the community expects digital engagement with the City, and expects this to further improve over time.
Operating Cost Avoidance?	Consolidating existing applications to a single platform
Associated with Key Places?	No



CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking:		Cost							
13		Budgeted				Not Budgeted			
Information Technology	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Data Inventory Management	\$ -	\$ -	-	\$ -	\$ 175,000	\$ -	\$ 150,000	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering					25,000				
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services					150,000		150,000		
Utilities									
Interfund Charges									
Capital Related									
Project Description	Addresses exponential data growth, unmanaged retention and "shadow data" by identifying excessive, sensitive, and inappropriate data storage throughout the City's infrastructure. This will enable the Information Security Office (ISO) and IT to perform data mapping to proactively identify business need to forecast infrastructure growth and compliance requirements, remove noncompliant data to decrease management burden, reduce liability and risk associated with retaining unnecessary data, and reduce capital expenditures associated with adding additional storage capacity.								
Anticipated Timing:	Capital Appropriation - 2024 Initial Operating - 2024								
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	Platform will be deployed across all workstations, laptops and file servers. This product requires daily interaction for reporting, investigation, data mapping, and engaging staff to remediate issues identified. Once mature, the FTE will need to service requests to reconstitute files, run ongoing monitoring, manage the platform and stay current with regulatory and legislative requirements that could impact retention. Ongoing cost projected based upon a cloud solution which is an annualized cost, however an on-premise solution would result in a 20% out year maintenance cost in lieu of the annual cost. \$25,000 would be used to deploy and configure the system and train staff.
Revenue Information	Will result in indirect budget savings through better resource (hardware and labor) management, trending and cost forecasting.
Existing or Potential Financing Mechanisms:	N/A
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	N/A
Employment Center Support?	N/A
Address Current and/or Future Needs?	Yes. The growth in data being collected and stored by the City has become unmanageable and results in technical burden being carried over to infrastructure and management costs as more technology and staff are required just to house it and backup systems must be expanded to retain data that is likely no longer needed or required to be retained. Analysis shows that the City's data generation and retention will consistently increase over the next ten years. Without the capability to identify risk and liability associated with the data and effectively manage information that has outlived its useful life, the City can anticipate unnecessary growth in technology to store and manage this data, in addition to liability associated with retaining data no longer relevant to the business.
Improve on Existing Asset?	Currently there is no asset capable of addressing this need and no staffing to manage the process.
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Criticality?	Moderate/High - Currently IT has managed this growth through capital expenditure, however initiatives such as Smart Cities, ERP, CRM, digitization, Public Safety technology growth and a growing legislative/regulatory burden to maintain only the minimum necessary data to operate, will rapidly grow storage demands beyond current capabilities.
Operating Cost Avoidance?	This tool will slow growth and the need for storage and backup infrastructure growth.
Associated with Key Places?	N/A



CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 14	Cost									
	Budgeted				Not Budgeted					
Information Technology	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)	
eDiscovery and CORA Tool	\$ -	\$ -	-	\$ -	\$ 212,431	\$ -	\$ 205,021	-	\$ -	
Revenue / FTE Information										
Capital Cost										
Project Cost - Engineering										
Project Cost - Construction										
Project Cost - AIPP										
Operating Costs										
Personal Services							-			
Supplies and Services		-			212,431		205,021			
Utilities										
Interfund Charges										
Capital Related										
Project Description	Requests under CORA and eDiscovery requests for litigation continue to grow year over year, as does our evidence hold requirements for the City Attorney's Office. IT currently uses free technology provided by our email vendor, however this product is rudimentary, requiring significant overhead to pull and manage requests that cause CORA compliance problems. This will provide us a robust solution that extends our discovery capabilities, simplifies querying to empower non-technical self-service for attorneys, integrates into current solutions and provides reporting and proper workflow management.									
Anticipated Timing:	Capital Appropriation - 2024 Initial Operating - 2024									
Tentative Location	Citywide									

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	One-time costs are based on the subscription fees for the solution and installation services. Ongoing cost is for the annual subscription to the solution. This includes Enterprise Archive options for Email, Teams, and SharePoint
Revenue Information	Incalculable due to efficiencies potentially driving down future fines, fees, lawsuit costs which reduce load on General Fund.
Existing or Potential Financing Mechanisms:	N/A
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	N/A
Employment Center Support?	N/A
Address Current and/or Future Needs?	The City has seen year over year growth in the amount and complexity of CORA requests, legal discovery requests and legal holds. Additionally, the City will continue to grow its reliance on the use of digital technology that results in increasing complexity to the information request processes. Frequently, requests can result in hundreds to thousands of emails which must be manually reviewed for applicability and redacted accordingly. The City cannot perform record requests within its OneDrive and SharePoint environments, as well as phones, which will be an obstacle to current and future compliance with open records laws and rules of evidence. Staffing and technology have not grown commensurate to these demands, resulting in fatigue to staff, strain to existing technology systems and overburdening a process that was not designed or staffed to address this level of resourcing and time demands. This solution will address current demands through injection of purpose-built technology and staffing and will address future needs with its ability to scale to address new data sources as the City expands.
Improve on Existing Asset?	Current technology is supported by one IT staff member as additional duties versus their primary role and is limited to email only. The new solution will expand search capability to OneDrive, SharePoint and City issued cell phones. It will empower attorneys and City Clerk staff to self service requests and give them greater toolsets to review, package and retain information. These improvements will reduce staff time and offload technology resources to a third party better positioned to support the infrastructure. Finally, it will provide dedicated personnel to manage the platform resulting in faster response to citizens, compliance, and the ability to grow as the City requires.
Tie to Comp Plan?	N/A

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Enhance Accessibility?	Increased accessibility to citizens in a timely manner of City resources and information.
Address Economic Development Goals?	N/A
Criticality?	High - While the open record request and discovery processes are overwhelming staff, they routinely meet expectations, however not without impacts to their other duties.
Operating Cost Avoidance?	Will decrease time expenditure of high cost-per-hour staff, thereby realizing cost savings through efficient use of staff time.
Associated with Key Places?	N/A



CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 15	Cost								
	Budgeted				Not Budgeted				
Information Technology	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Laptop and Tablet Replacement Program	\$ -	\$ -	-	\$ -	\$ 429,000	\$ -	\$ 138,265	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services					429,000		138,265		
Utilities									
Interfund Charges									
Capital Related									
Project Description	Annual replacement of employee laptops and tablets 5 or more years old.								
Anticipated Timing:	Capital Appropriation - 2021 Initial Operating - 2022								
Tentative Location	NA								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	\$429K to meet the needs of the 2021 replacement program of 390 devices (not including tablets) at \$1,109.93 (includes 5 year warranty and docking station). Ongoing operations replacement is about 125 devices at \$138K annually.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Addressing current and future needs. Equipment lifespan is three to five years. Devices may operate longer than that, but their utility will be limited as the components become less capable of running advanced applications.
Improve on Existing Asset?	Yes
Tie to Comp Plan?	No
Enhance Accessibility?	Yes
Address Economic Development Goals?	No
Criticality?	High. Without laptops and tablets City staff cannot work from home or in the field.
Operating Cost Avoidance?	No
Associated with Key Places?	Supplying laptops and tablets for City staff to work on Key Places.

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 16		Cost							
Information Technology	Capital Included in Five-Year CIP Budget	Budgeted			Not Budgeted				
		Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Public Safety Radio System	\$ -	\$ -	-	\$ -	\$ 17,750,000	\$ -	\$ 750,000	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering					250,000				
Project Cost - Construction					1,500,000				
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services					16,000,000		750,000		
Utilities									
Interfund Charges									
Capital Related									

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Project Description	The current Public Safety Radio System was fully implemented in 2016 and is supported by the vendor (Motorola) until 2030. At that time, the City will need to decide if we will continue with a stand-alone radio system, or consider other options. If the City continues with a stand-alone system, we will need to consider expansion of the existing system. The current system was engineered in 2013 to provide coverage for some portions outside the borders of the City. As the City continues to grow both in population and landmass, the system will need to be expanded to provide increased coverage. One alternative option is to partner with neighboring agencies and form interconnections between radio systems. This has the potential to allow Aurora Public Safety to roam onto a neighboring system, similar to how cell phones from one cellular company can roam onto the network of another cellular company. The numbers listed above would allow the City to replace the current radio system with a new system in 2030. As technology advances, the City will explore additional options that can increase coverage at the same or reduced costs.			
Anticipated Timing:	Capital Appropriation - 2025 - 2030	Operating First Year - 2030		
Tentative Location	Citywide			
DETAILS				
Cost Information	\$1.75 million includes design and engineering and construction for additional tower infrastructure that may be required. Supplies and services cost are based on the previous radio system replacement. It does not include expenses of city demand increases in the next 10 years that are unknown at this time.			
Revenue Information	N/A			
Existing or Potential Financing Mechanisms:	Potential debt financing available paid by 911 fund			

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

CRITERIA	
Council Goal(s)	Safe Community
Council Priority Project(s)	Does it tie to Council priority projects? Yes, if any of the project locations do not have Radio tower services.
Employment Center Support?	N/A
Address Current and/or Future Needs?	This is a future need. Delivery of public safety and radio services may change in the future.
Improve on Existing Asset?	Yes, the city operates a public safety radio system and the upgrade or move to a new system would improve the radio system with technology of the future.
Tie to Comp Plan?	N/A
Enhance Accessibility?	RTD, Trails, Sidewalks, etc.
Address Economic Development Goals?	N/A
Criticality?	Is this a critical need? Yes, a reliable radio system is necessary for delivery of public safety services to Aurora.
Operating Cost Avoidance?	N/A
Associated with Key Places?	Is it associated with Aurora Key Places? Yes, if any of the Key Places do not have Radio tower services.



CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 17		Cost							
Information Technology		Budgeted				Not Budgeted			
		Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE Revenue (Not Projected)
Smart City		\$ -	\$ -	-	\$ -	\$ 5,000,000	\$ -	\$ 405,000	3.0 \$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services								405,000	3
Supplies and Services						5,000,000			
Utilities									
Interfund Charges									
Capital Related									

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Project Description	<p>The world is becoming more urbanized. Making these cities better places to live is essential to quality of life by making them more sustainable and efficient with streamlined services. A Smart City is an environment that empowers citizens and staff by providing real-time information and access to services that typically require human involvement today. Remote sensors collect information which is analyzed in real-time to automate or improve functions on an ongoing basis. Communication technologies are expanded so that the critical infrastructure components interoperate based on changing conditions, and public services provided to the citizens are more interactive. For example, if an accident occurs on a major roadway, sensors can inform the 911 Call Center automatically to send help to the scene. At the same time, the sensors can inform the Traffic Control system of the issue, and traffic signals can start routing traffic down alternative roads. This clears the accident scene for quicker response, and helps the rest of the citizens avoid lengthy traffic jams. All of this would happen automatically, without human intervention. The city's Smart City initiative is in the initial stages and a vendor has provided a Smart Cities strategy document, an initial recommendation on tactical initiatives to pursue, and a governance framework for selecting and executing tactical initiatives. IT is requesting new operating funds to support the 3 new FTEs to support our Smart Cities initiative as well as one time capital costs to execute the top 4 tactical initiatives recommended by our vendor.</p>			
Anticipated Timing:	Capital Appropriation - 2026	Operating First Year - 2028		
Tentative Location	Citywide			
Cost Information	<p>Accurate costs will not be available until the city defines the business function of the Smart City platform. Rough estimates for implementing an early set of recommended initiatives run from \$20M - \$60M. If the city decides to pursue Smart City initiatives, the FTE and technology demands will be predicated by the business function being performed.</p>			
Revenue Information	Unknown at this time. Dependent on which initiatives get selected.			
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding			

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

CRITERIA	
Council Goal(s)	Well managed city, quality of life, excellent infrastructure
Council Priority Project(s)	Does it tie to Council priority projects? Smart City technology could align to all of the Council Priority projects.
Employment Center Support?	If applicable - N/A
Address Current and/or Future Needs?	Future need - many Smart City initiatives could provide improved and new services.
Improve on Existing Asset?	N/A
Tie to Comp Plan?	Yes, data driven decision making. Smart City efforts
Enhance Accessibility?	RTD, Trails, Sidewalks, etc.
Address Economic Development Goals?	N/A
Criticality?	Is this a critical need? Not critical, but necessary if we want to become a Smart City and engage with the Community in a more forward-looking way.
Operating Cost Avoidance?	N/A
Associated with Key Places?	It is likely associated with Key Places. Many of the recommended Smart Cities initiatives have a community engagement component and a GIS component.



CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 18		Cost							
Information Technology	Budgeted				Not Budgeted				
	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Digitizing Paper Documents	\$ -	\$ -	-	\$ -	\$ 520,000	\$ -	\$ -	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services							-		
Supplies and Services					520,000				
Utilities									
Interfund Charges									
Capital Related									
Project Description	The scope of the project is to provide professional services for scanning (offsite and onsite) of current paper documents being stored in office space in the department areas. The offsite scanning providers would be selected by RFP process to negotiate a scan price and deliverables. The onsite service would include costs to have Xerox configure, license, and support scanning through current multi-function devices already located in the departments. This project is complimentary to the to the Electronic Document Management System project. The project is designed to provide more city information online in electronic format for internal and external usage (based on document sensitivity and security) and reduce the office space required for paper storage. Offsite scanning vendors are less expensive and should be used for non-sensitive documents. Onsite scanning services can be used for documents classified as sensitive.								
Anticipated Timing:	Capital Appropriation - 2024 Initial Operating - 2024								
Tentative Location	Citywide								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	Onsite scanning services of paper documents can be completed by city staff or augmented by professional services. Costs are estimated at .13 cents a scan. Xerox would be required to configure existing devices to scan types of documents into a repository. This configuration would be used as an integration into the new Electronic Document Management System for secure storage. Offsite scanning services of paper documents require boxes of stored paper forms to be taken to the vendor's scanning facility and scanned on their equipment with their own personnel. The estimated cost for offsite scanning is .09 cents a scan. The pricing reflects 4 million scans for onsite services. The citywide departments may require more than the 4 million scans but this is a major portion of the physical document storage located in the departments.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	American Rescue Plan funding, Infrastructure Bill Funding
CRITERIA	
Council Goal(s)	Provide a well-managed and financially strong city
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Both - As telework and remote service delivery become permanent, paper forms inhibit the ability of employees to retrieve historical information required. Digitizing the forms makes them accessible to staff on demand.
Improve on Existing Asset?	N/A
Tie to Comp Plan?	N/A
Enhance Accessibility?	Yes
Address Economic Development Goals?	Potentially - enables online retrieval of historical forms and data
Criticality?	Medium - This project will only be successful if the Electronic Document Management System replacement takes place.
Operating Cost Avoidance?	No
Associated with Key Places?	No

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 1	Cost								
	Budgeted				Not Budgeted				
CAPSTC	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
Space Needs Assessment / Study	\$ -	\$ -	-	\$ -	\$ 300,000	\$ -	\$ -	-	\$ -
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction									
Project Cost - AIPP									
Operating Costs									
Personal Services									
Supplies and Services					300,000				
Utilities									
Interfund Charges									
Capital Related									
Project Description	To better derive the overall space needs of the CAPSTC facility, it is recommended to conduct a space needs / assessment study. This could help quantify the physical space constraints encountered today, and modify the projected needs for the Phase II expansion of CAPSTC.								
Anticipated Timing:	One-Time Operating in 2022								
Tentative Location	CAPSTC Facility								

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	Cost is based on a rough estimate from Public Works, based on the space study completed at the AMC.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	N/A
CRITERIA	
Council Goal(s)	Safe Community
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Current - existing space is tightly constrained, a study will help identify current and future needs.
Improve on Existing Asset?	Yes - improve available space at the facility and on the grounds
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	Urgent - The sooner the space needs are identified, the sooner costs can be projected into a formal capital request.
Operating Cost Avoidance?	N/A
Associated with Key Places?	N/A

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

Department Project Ranking: 2		Cost							
		Budgeted				Not Budgeted			
CAPSTC		Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE Revenue (Not Projected)
EVOC Building		\$ -	\$ -	-	\$ -	\$ 2,000,000	\$ -	\$ 30,000	-
Revenue / FTE Information									
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction						2,000,000			
Project Cost - AIPP									
Operating Costs									
Personal Services									
Supplies and Services								20,000	
Utilities								10,000	
Interfund Charges									
Capital Related									
Project Description		Both Police and Fire use the EVOC track for training recruits and existing staff on safe vehicle operations and tactics. Training usually lasts for several hours, and there is no shelter available in the vicinity of the track, thus staff congregate in the open, exposed to inclement weather and temperature swings. Additionally, much of the training that occurs on the track comes after dedicated classroom training. Constructing a building adjacent to the track with classroom space would allow staff to complete their classroom instruction, and immediately exit the building to conduct their practical training and exercises. Instructors could immediately follow-up with additional classroom training based on patterns and behaviors observed during the practical exercises. The building should be large enough to accomodate up to 20 students with a dedicated instruction area, bathrooms, include dedicated power, and be environmentally conditioned. Additionally, if two service bays were installed next to the building, staff could use the bays to conduct routine maintenance on the training vehicles.							
Anticipated Timing:		Capital Appropriation 2022 Initial Operating 2023							
Tentative Location		CAPSTC Drill Grounds							

CAPITAL/INFRASTRUCTURE NEEDS - PROJECT PAGES

DETAILS	
Cost Information	A capital request was submitted in 2020 for a shelter only, without classroom space, dedicated power or bathrooms / sewage lines, and was quoted at \$280,000 by Facilities. This request estimates increased cost to include the functions mentioned. It is expected if the building is constructed as requested, additional supplies and materials are needed for the classroom setting, and additional utility costs will be incurred.
Revenue Information	N/A
Existing or Potential Financing Mechanisms:	IT would work with Finance to determine the best funding mechanism
CRITERIA	
Council Goal(s)	Safe Community
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Current - staff currently does not have a shelter from the weather or the elements, and no exterior classroom space available
Improve on Existing Asset?	No - this is a new asset
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	High - No protection for staff against inclement weather or the elements
Operating Cost Avoidance?	N/A
Associated with Key Places?	N/A

Department Project Ranking 3	Cost								
	Budgeted				Not Budgeted				
CAPSTC	Capital Included in Five-Year CIP Budget	Operating Included in Current Budget	Current FTE	Revenue Currently Projected	One-Time Capital Cost (Not in Budget)	One-Time Operating Cost (Not in Budget)	Ongoing Operating Cost (Not in Budget)	New FTE	Revenue (Not Projected)
CAPSTC Expansion	\$ -	\$ 8,643,557	57.0	\$ -	\$ 35,000,000	\$ -	\$ -	-	\$ -
Revenue / FTE Information			57.0						
Capital Cost									
Project Cost - Engineering									
Project Cost - Construction					\$ 35,000,000				
Project Cost - AIPP									
Operating Costs									
Personal Services		7,848,531							
Supplies and Services		474,583							
Utilities		-							
Interfund Charges		47,699							
Capital Related		272,744							

Project Description	The CAPSTC Phase I was completed in 2015 at a cost of \$30 million. The capacity of the building was met as soon as it opened. The current usage of this building exceeds the capacity and the Phase II expansion of CAPSTC is an immediate need. Police is now running year-round academies, and Fire has ongoing academies as well. The size limitations for the classrooms on the second floor impact the ability to train - in total, the facility has a classroom space to accommodate 215 students concurrently. Because Police and Fire are running concurrent academies (including basic and lateral recruits) the rooms are fully utilized for academy training nearly every week of the year. Police has a further requirement for hosting in-service training. This used to take place quarterly, but due to a lack of physical space this has been reduced to two sessions per year. Because of this, both Police and Fire have to coordinate room usage and move classes between rooms that can accommodate the class size. Additionally, the specialty rooms on the first floor of the Facility have also exceeded capacity. The Bay and Multi-Purpose rooms are used for specialized skills training by both entities. POST imposes specific limits on class sizes for various types of training, and therefore Police must use the room for an extended period. Having a secondary space for specialized training would allow two classes to occur simultaneously, satisfying the POST limitations. However, Fire uses the adjacent space for their own classes. The Tactical Simulator is past end of life, and a replacement unit is too large to fit the current space available. Physical training is a daily requirement, but the PT room is not large enough to accommodate the full class for Police or Fire, let alone both. This again requires staggered scheduling in and between the classrooms, which further complicates scheduling. Finally, the available space on the grounds has reached capacity for props or specialized training areas. All of these factors combined have greatly reduced or eliminated the ability to host courses led by external instructors, or other City training. Additionally, the ability to “lease” the space to outside entities to recoup cost has likewise been greatly reduced and most likely eliminated in the near future. Based on the City’s continued growth and population estimates, the academy and ongoing training needs will continue to expand annually. The building and physical property of the site will need to double over the next several years to accommodate growth projections. This request is to begin the phase II expansion of CAPSTC to allocate additional classroom space. Further consideration is required pertaining to the exterior training grounds and EVOC track, to ensure they expand to fit the need as well.				
Anticipated Timing:	Capital Appropriation 2022	Initial Operating 2025			
Tentative Location	Existing property reserved for Phase II expansion, and potentially adjacent property to expand the outdoor drill grounds.				
DETAILS					
Cost Information	For the physical building, we estimate the expansion of the building to cost at least as much as the original construction due to the additional capacity needed as well as inflated costs for construction. Additionally, it is anticipated the City will need to acquire more land adjacent to the current property to provide space on the grounds for additional training props and specialized training areas.				
Revenue Information					
Existing or Potential Financing Mechanisms:	IT would work with Finance to determine the best funding mechanism				

CRITERIA	
Council Goal(s)	Safe Community
Council Priority Project(s)	
Employment Center Support?	N/A
Address Current and/or Future Needs?	Both - instructor workspace, classroom space, speciality training space, and physical training space already exceed capacity. The problem will continue to grow as the City continues to grow.
Improve on Existing Asset?	This is phase II expansion of the current facility
Tie to Comp Plan?	N/A
Enhance Accessibility?	N/A
Address Economic Development Goals?	N/A
Criticality?	The CAPSTC was at capacity as soon as it opened in 2015. Hiring mandates, training requirements, POST requirements, and growth of the organization continue to have a negative impact on CAPSTC. The facility is not large enough to handle the current training requirements. Without the Phase II expansion, CAPSTC will be unable to meet the training needs of the Departments and the City.
Operating Cost Avoidance?	N/A
Associated with Key Places?	N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Restorative Justice Resolution
Item Initiator: Jessica Prosser
Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Services/Angela Garcia, Senior Assistant City Attorney/Hans Hernandez, Assistant City Attorney
Outside Speaker: Kathleen McGoey
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: 5/24/2021

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

- ☐ Approve Item as proposed at Study Session ☐ Information Only
- ☒ Approve Item and Move Forward to Regular Meeting
- ☐ Approve Item as proposed at Regular Meeting

X Approve Item with Waiver of Reconsideration

Staff requests a waiver of reconsideration. Staff would like to engage in contract negotiations for the hiring of a consultant to design an implementation plan for a "Restorative Justice Program" prior to the expiration of the period for reconsideration.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

None

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

City Council has found and determined that investigating the implementation of a "Restorative Justice Program" is beneficial to the city and its residents and, to that effect, the Council may request from the City Manager to hire a consultant for this purpose. The implementation of a "Restorative Justice Program" does not contravene State law or Supreme Court regulations.

QUESTIONS FOR COUNCIL

Does City Council approve moving the Resolution forward to a Regular City Council meeting?

LEGAL COMMENTS

The City of Aurora is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution. Article XX, Section 6 grants the city and its citizens the right to self-government in matters of local affairs not preempted by the State legislature. The City Council shall have and exercise the powers, privileges and duties granted and conferred by the state constitution, statute or City Charter. The City Council has the power to make and publish from time to time ordinances, 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)

Section 13-10-101 *et seq.*, C.R.S. authorizes the creation of municipal courts and its regulation by City Council not inconsistent with the laws of the State and Colorado Supreme Court rules.

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 is a resolution and requires a formal vote of the majority of City Council. (City Charter, Article 5-1) (Hernandez).

MOTION TO APPROVE SHALL INCLUDE A WAIVER OF RECONSIDERATION.

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The amount has not yet been determined.

PRIVATE FISCAL IMPACT

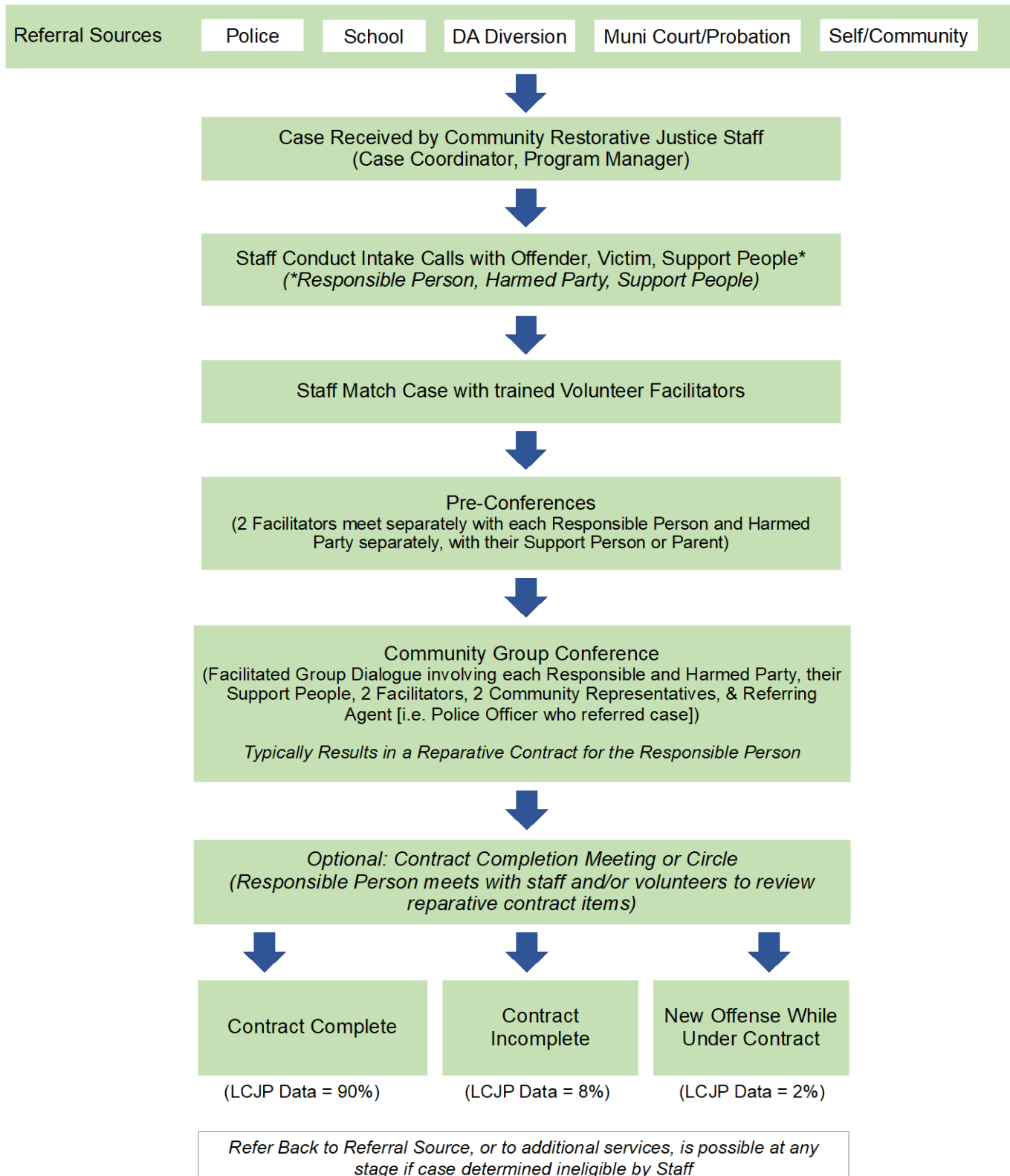
☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

**Restorative Justice Presentation to City of Aurora
May 17, 2021 [15 mins to present / 15 mins Q&A]**

Welcome & Introductions of Presenters
<p>Kathleen McGoey, CEO of Kathleen McGoey & Associates; former Executive Director of Longmont Community Justice Partnership (LCJP)</p> <p>Tobias Plucinski, Longmont Police Officer & LCJP Liaison</p>
Introduction: Restorative Justice in Longmont
<ul style="list-style-type: none">• How it got started: Brief History: Community, Courts, and Schools• Overview of Current Implementation• “Why Restorative Justice?” from a Police Perspective<ul style="list-style-type: none">○ Video Interviews:<ul style="list-style-type: none">▪ Officer Malterud▪ Officer Ruprecht▪ Former Chief Mike Butler• Why a Non-profit Partnership Model?
Data & Testimonials
<ul style="list-style-type: none">• Community Restorative Justice Data• Quick Facts on LCJP’s Model:<ul style="list-style-type: none">○ LCJP receives ~100-120 cases per year○ 75% of cases involve juvenile offenders○ 90% of all offenders complete their contracts to repair harm○ 100% of victims report feeling the offender was held accountable for their actions○ A third-party study of LCJP’s data found a recidivism rate of 3.5% for 2,500 offenders who completed LCJP’s program between 2006-2019. (For the purpose of this study, recidivism was defined as any new criminal charge within the Municipality of Longmont)• See https://www.lcjp.org/testimonials for Annual Reports and Client Testimonials

Community Restorative Justice Referral Model



Additional Resources

- [How to Love Your Enemy: A Restorative Justice Story](#) LCJP Documentary (45 mins)
- Attend LCJP's free monthly [Restorative Practices Orientation](#). Contact Jessica Goldberg, jessica@lcjp.org, to learn more about attending orientation.
- Case studies: If interested in reading about specific cases, let Kathleen know and she can send additional documents. To learn more about Restorative Justice in Longmont, sign up for LCJP's e-newsletter via www.lcjp.org.
- There is a series of very helpful "Little Books" about Restorative Justice Practices
 - [The Little Book of Restorative Justice](#) by Howard Zehr is a helpful primer
 - [The Little Book of Race and Restorative Justice](#) addresses racial justice in Restorative Justice
 - Kathleen McGoe and two former LCJP employees co-authored the most recent publication in the series: [The Little Book of Restorative Teaching Tools](#)

Presenters' Bios

Kathleen McGoe, CEO Kathleen McGoe & Associates, Inc. www.kathleenmcgoey.com

Kathleen McGoe, MA, served as a leader expanding the field of Restorative Justice Practices from 2013-21 at Longmont Community Justice Partnership (LCJP) in Colorado. Kathleen launched Kathleen McGoe & Associates, Inc. in April 2021 to focus on training and consultation in Restorative Justice with emphasis on police partnerships, as well as the application of Restorative Practices beyond the justice and school settings. Kathleen has delivered training to youth, law enforcement agencies, educators, district attorneys, volunteers, and community agencies throughout the nation.

Kathleen has a BA from the University of Notre Dame and a Masters in International Peace and Conflict Studies from the University of Innsbruck, Austria. She co-authored her second book, *The Little Book of Restorative Teaching Tools* (Good Books, 2020), to capture and share the success of experiential learning methods she developed with colleagues at LCJP.

Tobias Plucinski, Longmont Police Officer

Officer Tobias Plucinski has been a Police Officer for over seven years with the Longmont Police Department in Colorado. He had been a patrol officer for five and half years and currently has been a School Resource Officer for ten months. He has been an advisor for the Police Explorer Program and a liaison for Longmont Community Justice Partnership (LCJP) for over four years. As a liaison for LCJP, Toby has co-trained, with LCJP, the Frederick Police Department and the Casper Police Department, refers multiple cases to LCJP, and filled in at conferences when other officers are unable to attend. Prior to his Law Enforcement career, he served in the United States Marine Corps for four years with two tours to Iraq.

RESOLUTION NO. R2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, DIRECTING THE CITY MANAGER TO ISSUE A REQUEST
FOR PROPOSALS TO RETAIN A CONSULTANT TO DESIGN A
RESTORATIVE JUSTICE IMPLEMENTATION PLAN

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution and as such the City has authority to legislate and regulate its local affairs; and

WHEREAS, it is the role of the City Council (the “Council”) of the City to pass ordinances, approve resolutions and establish policies and procedures regarding the operations of the City amongst them the work of the City’s Municipal Criminal Justice System; and

WHEREAS, Restorative Justice is a victim-focused, community-based approach for responding to crime which focuses on restoring the victim by addressing a criminal act in the context of the people harmed; and

WHEREAS, Restorative Justice holds offenders accountable for their actions by allowing an opportunity to make amends to their victims; and

WHEREAS, Restorative Justice provides benefits to victims of crimes including the ability of the victim to communicate how they were harmed as well as recovery of both material loss and the sense of security; and

WHEREAS, Restorative Justice provides benefits to offenders of crime including an opportunity to express remorse for their actions as well as decreased recidivism rates in the future; and

WHEREAS, the Council approved a budget earmark at the 2021 Spring Workshop in support of issuing an RFP for the design of a Restorative Justice implementation plan; and

WHEREAS, the Council has deemed it necessary and proper to maintain and promote the welfare of the residents of Aurora to implement a Restorative Justice program, and the Council finds and determines that to fulfill this purpose Council is requesting from the City Manager to hire a consultant to this effect.

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

Section 1. The City Manager is hereby directed to issue a “Request for Proposals” to hire a consultant to design a “Restorative Justice Plan” for the benefit of the City and its residents. In order to fulfill the Council’s intent, the City Manager is hereby authorized to sign or execute all the necessary and proper documents or agreements subject to the additions or deletions the City Attorney deems necessary and proper and in accordance with the intent of this resolution.

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

Section 3. Any reconsideration of this Resolution by the City Council of the City is hereby waived.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

HANOSKY HERNANDEZ,
Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: CML Executive Board Support Letter for CM Lawson
Item Initiator: Luke Palmisano, Intergovernmental Relations Manager
Staff Source/Legal Source:
Outside Speaker: n/a
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 5/17/2021

Regular Meeting: n/a

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name:

Policy Committee Date: [Click or tap to enter a date or type N/A](#)

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

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

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

Having a population larger than 250,000, Aurora qualifies under the largest population category. The city of Aurora is one of three cities in Colorado that meet the population requirements for the largest population category. The other two are Denver and Colorado Springs. Aurora has had sitting members of council serve on the Board of Directors in the past, most recently former CM Bob Roth whose term ended in 2019. Board members serve in either two-year or four-year terms. The current open position for the largest population category is a two-year term.

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

The Colorado Municipal League is currently accepting nominations for the Executive Board of Directors. The CML Executive Board consists of 21 municipal elected and appointed officials elected by their peers at the CML Annual Conference in June.

CML general governance overview:

- CML works with Colorado cities and towns to develop and improve municipal government.
- CML provides services that increase the efficiency of Colorado cities and towns.
- CML assists in securing legislative enactments that benefit municipalities while opposing injurious legislation.
- CML acts at all times in the best interest and for the benefit of all Colorado municipalities and their citizens.
- CML conducts all business while adhering to the highest legal and ethical standards

Role of the Executive Board:

1. Develop, articulate, promote, support, and implement CML's vision, mission, goals and strategic plan.
2. Frame and focus policy discussions to implement CML's mission.
3. Monitor, assess, modify, eliminate and strengthen, as appropriate, CML policies and programs that advance CML's mission.
4. Articulate CML's mission, accomplishments, and priorities to the membership.
5. Establish and implement robust processes to maintain oversight of the budget, finances and operations of CML.
6. Create, eliminate, monitor, assess, and strengthen, as appropriate, committees and task forces in order to advance CML's mission.
7. Establish rules to assure legal and ethical integrity, to maintain accountability, and to assure effective fiduciary oversight.
8. Provide for leadership succession on the Board.
9. Evaluate the Board's performance.

Applications will be accepted through 5 p.m. on Sunday, June 6. Members whose names are placed on the ballot by the CML Nominating Committee will be voted on by the membership at the CML Virtual Annual Business Meeting scheduled for Monday, June 21. In order to be nominated a candidate needs a letter of support from their city council or mayor. Council Member Lawson is seeking support from Council on her nomination to the CML Board of Directors.

QUESTIONS FOR COUNCIL

Does council support the letter of support to the Colorado Municipal League recommending that Council Member Lawson be nominated for a position on the Executive Board of Directors?

LEGAL COMMENTS

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: n/a

May 17, 2021

Kevin Bommer
Executive Director
Colorado Municipal League
1144 Sherman Street
Denver, CO 80203

Dear Mr. Bommer,

The Aurora City Council recommends that Council Member Angela Lawson be nominated to the Colorado Municipal League's Board of Directors. Council Member Lawson has served residents of Aurora as an at-large member since 2015 and has represented the city's interests as Aurora's delegate to the CML Policy Committee since 2016. This year she has also reached the Leadership Level of MUNiversity, CML's leadership program for municipal officials in Colorado.

Council Member Lawson represents the city on the Reimagine RTD Advisory Committee and has served on the National League of Cities' Transportation and Infrastructure Services Advocacy Committee for the last three years. Council Member Lawson has also served as Chair of the city's Federal, State, and Intergovernmental Relations Policy Committee for five years. I am confident Council Member Lawson will be a great addition to the CML Board of Directors.

Council Member Lawson may be reached either by phone at 303-739-7518 or via email at alawson@auroragov.org. If you have questions, please feel free to contact me. I may be reached either by phone at 303-739-7551 or via email at mcoffman@auroragov.org.

Sincerely,

Mike Coffman
Mayor



CITY OF AURORA

Council Agenda Commentary

Item Title: Body Worn Camera Presentation
Item Initiator: Chris Juul, Division Chief
Staff Source/Legal Source: Marty Garland, Lieutenant ESS/ Megan Platt, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:g

Study Session: N/A

Regular Meeting: 5/24/2021

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

N/A

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

Informational presentation of proposed body worn camera solution in preparation for May 24 regular Council meeting.

QUESTIONS FOR COUNCIL

Do you approve to move forward to regular session?

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). (Platt)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Axon Body Worn Camera Council Presentation

- Overview
- Hardware
- Software / Storage
- Cost



May 17th, 2021
Study Session

Overview

- The process has resulted in selection of Axon as the first choice
- Should negotiations fail, Motorola (WatchGuard) is the second choice
- Current solution (Viewu) is currently operating on a contract extension
- Projected full implementation of Axon is July 31, 2021
- Solution will be for a 5-year term, payable over 5 years
- BWC's will be "refreshed" at 3 years with new hardware at no additional cost (includes new generation, if available)



Factors Influencing Axon Decision

- More user-friendly during in-field testing
- Evidence.Com interface more intuitive (Officer interface)
- Investigative functionality (DA Sharing, DA preferred)
- Back office user-friendliness (User configuration)
- Signal Sidearm feature (not available on Motorola)
- Video retrieval for officers before / after download (MDC/Mobile)
- Better / more mounting options (15+)
- Better technical interface (IT configuration)
- Virtually no issues during T&E



Axon Additional Highlights

- Configurable buffer mode (30-120 seconds)
- Audible record reminder (beep every 5 minutes)
- Mute mode (allows for continued video)
- Taser 7 pairs with the BWC
- Axon Aware (Rebranded to "Respond")
 - Real-time GPS; Real-time Alerts (lights/siren; weapon drawn); Battery Info; User Search (Current devices turned on); Recordings
- Pairing for mobile device functionality



Hardware

- 700 Axon Body 3 BWCs (current generation)
- 88 8-Bay Docking Stations
- 700 Signal Sidearm Units (Weapon drawn activation)
- 310 Signal Units (Vehicle triggers)
- 36-Month Extended Warranty
- 5% Spare BWCs (35 Cameras)



Software / Storage

- 700 Evidence.Com Licenses (every user)
 - Upload, View, Manage, Share
- BWC Policy Compliance / Review / Auditing (every user)
- Automatic Categorization by CAD / RMS (every user)
- Unlimited HD Storage for BWC video
- Migration / storage of 131 TB Viewu video
- Evidence.Com Licenses (non-users) - 15 licenses
 - Records personnel, IT, Command, etc.
- Axon Aware (Respond)
- Redaction Assistant
- Implementation – Vendor on-site 8 days for deployment



Cost

- At the time of this submission, final cost has not been determined as the Statement of Work is still being finalized
- An amendment will be added to this workflow as backup once that is finalized (projected week of May 3rd / May 10th)
- Note that there is grant funding that will cover a portion of the overall cost



Staff Recommendation Basis

- SB-217 compliance
- Mitigates mounting / retention concerns
- Automation
 - Signal Sidearm feature
 - Vehicle triggers
 - Taser 7 compatibility
 - GPS
 - Auto-tagging
- Allows implementation of recommendations from internal audit
- Overall user-friendliness of the solution and least issues during T&E





Questions?

