



NOTICE OF COUNCIL MEETING

MONDAY, November 14, 2022

Members of the public and media are invited to attend in person or remotely through the options listed below. Public comment is welcome for items appearing on the agenda or on any matter of city concern. One hour is dedicated to public comment on non-agenda items at the beginning of every council meeting (Public Invited to be Heard). Each speaker is allotted a maximum of three minutes to speak.

Individuals wishing to comment during 'Public Invited to be Heard' or on an agenda item may register in advance. Online registration begins at 8 a.m. on the Friday before the meeting date, and ends at **noon on Monday, the day of the meeting.** To register in advance, visit the city's website at www.auroragov.org/PublicComment.

View or Listen Live

Live streamed at www.auroraTV.org

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

In-person Participation

Members of the public may participate in-person at the Aurora Municipal Center, Council Chamber, 15151 E. Alameda Pkwy. The building will open at 6:00 p.m. on the day of the council meeting.

- Individuals wishing to comment during 'Public Invited to Be Heard' must submit a speaker slip by 6:30 p.m.
- Individuals wishing to comment on an agenda item must submit a speaker slip before the city clerk reads the title of the item.

Call-in Participation

Call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 6 p.m. on the day of the Council Meeting.

- Individuals calling in to comment during 'Public Invited to Be Heard' must call in and be in the queue by 6:30 p.m.
- Individuals calling to comment on agenda items must call in and be in the queue before the City Clerk reads the title of the item. Once the Clerk reads the title, no additional calls for that item will be accepted.

Translation/Accessibility

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the City Clerk's Office 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, November 14th 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.)



City of Aurora, Colorado
MONDAY, November 14, 2022

AURORA URBAN RENEWAL AUTHORITY

(Open to the Public)

AURORA ROOM

4:50 p.m.

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)

AURORA ROOM

5:15 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

CITY COUNCIL CHAMBER

6:30 p.m.



AGENDA

Regular Meeting of the Aurora City Council

Monday, November 14, 2022

6:30 p.m.

City Council Chamber
15151 E. Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. EXECUTIVE SESSION UPDATE
6. APPROVAL OF MINUTES
 - 6.a. October 24, 2022 Meeting Minutes 20
7. PROCLAMATIONS OR CEREMONIES
 - 7.a. National Homeless and Hunger Awareness Week 49
8. PUBLIC INVITED TO BE HEARD
(non-agenda related issues only)
9. ADOPTION OF THE AGENDA
 - 9.a. Grand Avenue Townhome Site Plan with an Adjustment (Item 13.a.)
Applicant presentation: 15 minutes permitted under Council Rules
Appellant presentation: 15 minutes allowed if approved by Council

10. CONSENT CALENDAR

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

- 10.a. **Consideration to EXTEND A SINGLE SOURCE CONTRACT with GolfNow, Chicago, Illinois in the Amount of \$69,000.00 for the Golf Course Point of Sale Software for the Points of Sale at the Five City of Aurora Owned Golf Courses through December 31, 2023** 50
- Doug McNeil, Manager of Golf / Dave Lathers, Senior Assistant City Attorney
- 10.b. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Republic Services of Denver, Commerce City, Colorado in the Amount of \$113,000.00 for Trash Collection – South Side of the City through August 31, 2023** 54
- Lynne Center, Deputy Director of Public Works / David Lathers, Senior Assistant City Attorney
- 10.c. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Republic Services of Denver, Commerce City, Colorado in the Amount of \$130,000.00 for Trash Collection – North Side of the City through August 31, 2023** 58
- Lynne Center, Deputy Director of Public Works / David Lathers, Senior Assistant City Attorney
- 10.d. **ARPA Nonprofit Grant Agreements** 62
- Christina McClelland, Grant Development Manager / Hanosky Hernandez, Senior Assistant City Attorney
- 10.e. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Innovest Portfolio Solutions LLC in the Amount of \$67,750 for Investment Advisory Services Associated with the City’s 457 and 401(a) Plans through December 31, 2023** 445
- Nancy Wishmeyer, Controller / Hanosky Hernandez, Senior Assistant City Attorney

- 10.f. **Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to LOOMIS, Aurora, Colorado in the Amount Not-to-exceed \$65,000.00 for Armored Car Services. (RFP-1972)** 450
- Nancy Wishmeyer, Controller / David Lathers, Senior Assistant City Attorney
- 10.g. **Consideration to AWARD A SOLE SOURCE CONTRACT to MMLJ INC., Houston, Texas in the Amount of \$68,000.00 for the Purchase of a Portable Dustless Blasting System** 459
- Sandra Youngman, Code Enforcement Manager / David Lathers, Senior Assistant City Attorney
- 10.h. **Granular Activated Carbon for Binney Water Purification Facility** 462
- Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas, in the Amount of \$480,240.00 for the Purchase of Granular Activated Carbon Water Treatment Media for the Binney Water Purification Facility, Invitation for Bid B-4667.
- Bobby Oligo, Manager of Water Treatment, Aurora Water / Dave Lathers, Senior Assistant City Attorney
- 10.i. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to American Civil Constructors, Inc., Littleton CO in the Amount of \$8,443,892.50 for the High Line Canal Trail Improvements; Project 5890A** 471
- Waiver of reconsideration is requested to accommodate completion of the award process prior to the expiration of construction bids. This project is a DRCOG TIP project and required multiple CDOT approvals before this award could be brought forward for Council's consideration resulting in a compressed award schedule.
- Matt Kozakowski, Transportation Project Delivery Manager / David Lathers, Senior Assistant City Attorney
- 10.j. **First Creek Interceptor Connection to Prologis Lift Station Project, Project No. 5906A** 480
- Consideration to AWARD A COMPETITIVELY BID CONTRACT to American West Construction LLC, Denver, CO, in the amount of \$2,394,100 for the First Creek Interceptor Connection to Prologis Lift Station Project, Project No. 5906A, with \$500,000 to be funded and awarded in 2022
- Andrea Long, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.k. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Cumming Management Group, Inc., Englewood, CO in the Amount of \$300,000.00 for Staff Augmentation for Aurora Water Project Management Services, Project NO. R-2295** 486
- Sarah Young, Deputy Director Planning and Engineering / Dave Lathers, Senior Assistant City Attorney
- 10.l. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Morton Electric, Inc., Pueblo, CO in the amount of \$2,419,708.30 for the 2022 Traffic Signal Construction; Project 5900A.** 489
- Carlie Campuzano, Manager of Traffic, Public Works / Dave Lathers, Senior Assistant City Attorney
- 10.m. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Flexential Corporation, Charlotte, NC in the Amount of \$234,306.00 for Hosted Datacenter Services.** 493
- Waiver of reconsideration requested to allow for quicker transition to the new provider due to the critical services provided at the City datacenters.
- Scott Newman, Chief Information Officer, Information Technology / Dave Lathers, Senior Assistant City Attorney
- 10.n. **Consideration to AWARD A SOLE SOURCE CONTRACT to Cadre Research Labs, Evanston, IL in the Amount of \$130,900.00 for the Purchase of a Top Match-3D High Capacity Imaging and Analysis System.** 496
- Tim Dufour, Lieutenant, Police / Dave Lathers, Senior Assistant City Attorney
- 10.o. **Consideration of a Professional Services Agreement with Capitol Capital in the amount of \$71,000 for the 2023 State Lobbying Contract** 499
- Sponsor: Angela Lawson, Council Member
- Roberto Venegas, Deputy City Manager
- 10.p. **Consideration of a Professional Services Agreement with Holland & Knight in the Amount of \$120,000 for the 2023 Federal Lobbying Contract** 528
- Sponsor: Angela Lawson, Council Member
- Roberto Venegas, Deputy City Manager

11. RESOLUTIONS

11.a. Homelessness Initiative 556

R2022-195 A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

Sponsor: Mike Coffman, Mayor

11.b. Citadel on Colfax BID 2023 Operating Plan and Budget 577

R2022-200 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT

Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney

11.c. Painted Prairie No. 1 BID 2023 Operating Plan and Budget 616

R2022-201 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney

11.d. Painted Prairie No. 2 BID 2023 Operating Plan and Budget 663

R2022-202 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney

- 11.e. Porteos BID 2023 Operating Plan and Budget** 710
- R2022-203** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE PORTEOS BUSINESS IMPROVEMENT DISTRICT
- Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney
- 11.f. Tower BID 2023 Operating Plan and Budget** 751
- R2022-204** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE TOWER BUSINESS IMPROVEMENT DISTRICT
- Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney
- 11.g. Windler No. 1 BID 2023 Operating Plan and Budget** 813
- R2022-205** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO.1
- Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney
- 11.h. Windler No. 2 BID 2023 Operating Plan and Budget** 862
- R2022-206** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO.2
- Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney

- 11.i. Fitzsimons Business Improvement District - Operation Plan and Budget** 911
- R2022-207** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE FITZSIMONS BUSINESS IMPROVEMENT DISTRICT
- Chad Argentar, Senior Development Project Manager / Hanosky Hernandez,
Senior Assistant City Attorney
- 11.j. Fitzsimons Business Improvement District – New Board Member Appointment** 950
- R2022-208** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS OF THE FITZSIMONS BUSINESS IMPROVEMENT DISTRICT
- Chad Argentar, Senior Development Project Manager / Hanosky Hernandez,
Senior Assistant City Attorney
- 11.k. Havana Business Improvement District - Operation Plan and Budget** 955
- R2022-209** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE HAVANA BUSINESS IMPROVEMENT DISTRICT
- Chad Argentar, Senior Development Project Manager / Hanosky Hernandez,
Senior Assistant City Attorney
- Outside Speaker: Chance Horiuchi, Executive Director, Havana BID
- 11.l. Parkside at City Centre BID 2023 Operating Plan and Budget** 1020
- R2022-210** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE PARKSIDE AT CITY CENTRE BUSINESS IMPROVEMENT DISTRICT
- Jennifer Orozco, Development Project Manager / Hanosky Hernandez, Senior
Assistant City Attorney

- 11.m. First Amendment to Drainage and Flood Control Improvements for Cherry Creek Restoration at Arapahoe Road** 1058
- R2022-211** CONSIDERATION OF THE CITY COUNCIL TO APPROVE A RESOLUTION FOR THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, D/B/A MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, THE CHERRY CREEK BASIN WATER QUALITY AUTHORITY, AND ARAPAHOE COUNTY REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK RESTORATION AT ARAPAHOE ROAD
- Swirvine Nyirenda, Planning Services Manager / Ian Best, Assistant City Attorney
- 11.n. First Amendment to Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue** 1098
- R2022-212** CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA FOR AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK AT ALAMEDA AND DAKOTA AVENUE.
- Swirvine Nyirenda, Planning and Engineering Services Manager, Aurora Water / Ian Best, Assistant City Attorney
- 11.o. Joint Water Authority Second Amendment to a Water Transmission Agreement** 1114
- R2022-213** CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL FOR THE SECOND AMENDMENT TO EXTEND THE FIRST REVISED WATER TRANSMISSION SERVICE CONTRACT AMOUNT THE AURORA AND COLORADO SPRINGS JOINT WATER AUTHORITY
- Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

- 11.p. Colfax Sable Metropolitan District Board of Directors Appointment** 1178
- R2022-214** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE COLFAX SABLE METROPOLITAN DISTRICT
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney II
- 11.q. The Point Metropolitan District Director Disqualification and Appointment** 1183
- R2022-215** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE POINT METROPOLITAN DISTRICT
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney II
- 11.r. Windler Business Improvement District No. 1 Board of Directors Appointments** 1191
- R2022-216** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS OF THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO 1
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney
- 11.s. Windler Business Improvement District No. 2 Board of Directors Appointments** 1195
- R2022-217** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS OF THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO 2
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

- 11.t. **Cherry Creek School District and Aurora Police Department Intergovernmental Agreement** 1199
- R2022-218** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHERRY CREEK SCHOOL DISTRICT AND THE CITY OF AURORA REGARDING SCHOOL RESOURCE OFFICERS
- Daniel J. Oates, Interim Chief of Police / Megan Platt, Assistant City Attorney
- 11.u. **Intergovernmental Agreement with the City and County of Denver for the Colfax Bus Rapid Transit Project** 1212
- R2022-219** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER AND AURORA REGARDING FUNDING, DESIGN AND PRECONSTRUCTION OF THE EAST COLFAX AVENUE BUS RAPID TRANSIT PROJECT
- Carlie Campuzano, Traffic Manager / Michelle Gardner, Senior Assistant City Attorney
- 11.v. **Peoria Crossing Bridge Maintenance Intergovernmental Agreement** 1313
- R2022-220** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY AND COUNTY OF DENVER REGARDING THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR THE PEORIA CROSSING PROJECT
- Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney
- 11.w. **Rockinghorse Reimbursement Agreement** 1404
- R2022-221** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND NASH INSPIRATION, LLC
- Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

- 11.x. Colorado State Forest Service Funding Agreement** 1422
- R2022-222** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE
- Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney
- 11.y. Stewardship West Memorandum of Understanding** 1459
- R2022-223** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND STEWARSHIP WEST
- Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney
- 11.z. Water Lease Intergovernmental Agreement with Board of Water Works of Pueblo** 1496
- R2022-224** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL WATER LEASE AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO COLORADO
- Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Stephen Cann, Senior Assistant City Attorney

11.aa. Creation of Ad Hoc Citizen’s Charter Review Task Force

1513

R2022-225 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING CITY COUNCIL’S DIRECTION TO THE CITY MANAGER TO HAVE APPROPRIATE CITY STAFF CREATE AN AD HOC CITIZEN’S CHARTER REVIEW TASK FORCE, EXISTING FOR FOUR MONTHS, WITH THE PURPOSE OF THE TASK FORCE BEING DETERMINING WHETHER ANY PROPOSED CHANGES TO THE CITY CHARTER SHOULD BE RECOMMENDED TO THE AD HOC CHARTER REVIEW COMMITTEE OF CITY COUNCIL AND TO REVIEW AND PROVIDE FEEDBACK, IN A WRITTEN REPORT, TO THE AD HOC CHARTER REVIEW COMMITTEE OF CITY COUNCIL ON ANY PROPOSED CHARTER AMENDMENTS RECOMMENDED BY THAT TASK FORCE

Sponsor: Alison Coombs, Council Member

Dave Lathers, Senior Assistant City Attorney / George Koumantakis, Manager of Client Services, City Attorney

11.ab. Dedicate the City Council Chambers in the Name of Former Mayor Paul Tauer, Sr.

1517

R2022-226 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE “AURORA CITY COUNCIL CHAMBERS” TO THE “PAUL TAUER AURORA CITY COUNCIL CHAMBERS” AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY IN THE CHAMBERS AS WELL AS CHANGING CITY SIGNAGE AND DOCUMENTS TO REFLECT THE NEW DESIGNATION OF THE CHAMBERS. THIS RESOLUTION SUPERSEDES RESOLUTION R93-37 PERTAINING TO NAMING OF CITY PARKS AND BUILDINGS, BUT IN THIS INSTANCE ONLY

Sponsor: Curtis Gardner, Council Member

Dave Lathers, Senior Assistant City Attorney

11.ac. Rules of Order and Procedure: Backup Material For Council Member Sponsored Items 1521

R2022-227 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING BACKUP MATERIAL FOR COUNCIL MEMBER SPONSORED ITEMS

Sponsored: Danielle Jurinsky, Council Member

Daniel L. Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney

11.ad. Resolution to Establish a Fitzsimons Innovation Community Subcommittee to Update the Master Plan and GDP 1525

R2022-228 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING MEMBERS TO THE FITZSIMONS INNOVATION COMMUNITY MASTER PLAN AND GENERAL DEVELOPMENT PLAN SUBCOMMITTEE

Sponsor: Dustin Zvonek, Council Member

Brian Rulla, Assistant City Attorney / Rachel Allen, Client Group Manager, City Attorney

12. PUBLIC HEARING WITH RELATED ORDINANCE

12.a. Standards for Other Types of Signs 1532

2022-71 FOR AN ORDINANCE AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO STANDARDS FOR OTHER TYPES OF SIGNS

Brandon Cammarata, Planning Manager / George Koumantakis, Manager of Client Services, City Attorney

13. PUBLIC HEARING WITHOUT RELATED ORDINANCE

13.a. Public Hearing and Appeal of the October 12, 2022, Planning Commission's Approval of the Grand Avenue Townhome Site Plan with an Adjustment 1550

Stephen Rodriguez, Planning Supervisor / Daniel L. Money, Senior Assistant City Attorney

Outside Speaker: Nathan Adams, CEO of redT Homes

14. INTRODUCTION OF ORDINANCES

14.a. Gun Club Road Rights-Of-Way Vacation No. 2 1637

2022-72 INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING TWO PORTIONS OF THE PUBLIC RIGHT-OF-WAY FOR GUN CLUB ROAD, LOCATED EAST OF E-470, BETWEEN EAST 38TH AVENUE AND EAST 48TH AVENUE, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD RIGHTS-OF-WAY VACATIONS NO. 2)

Deborah Bickmire, Senior Planner / Daniel L. Money, Senior Assistant City Attorney

14.b. 2022 Fall Supplemental Ordinance 1658

2022-73 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2021-56, AND 2022-24 FOR THE 2022 FISCAL YEAR

Jackie Ehmann, Budget Program Manager / Hanosky Hernandez, Senior Assistant City Attorney

15. FINALIZING OF ORDINANCES

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15.a. Harvest Mile Initial Zoning 1677

2022-56 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY 308.6 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED NORTH AND SOUTH OF SMITH ROAD AND WEST OF POWHATON ROAD, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (HARVEST MILE INITIAL ZONING)

Aja Tibbs, Senior Planner / Dan Money, Senior Assistant City Attorney

- 15.b. Best Box Self Storage – 26th Ave. Initial Zoning** 1704
- 2022-57** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY FIVE- ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED 400 FEET EAST OF THE NORTHEAST CORNER OF PICADILLY ROAD AND EAST 26TH AVENUE, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (26TH AVENUE INITIAL ZONING)
- Erik Gates, Planner / Dan Money, Senior Assistant City Attorney
- Outside speaker: Beau Reinberg, BCN Management Partners / Michael Cleary, Strategic Site Design LLC
- 15.c. 2023 Adopting Budget** 1756
- 2022-58** AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney
- 15.d. 2023 Budget Appropriations** 1774
- 2022-59** AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAID EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023
- Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney
- 15.e. Transportation Maintenance Fund Creation** 1784
- 2022-60** FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, CREATING THE TRANSPORTATION MAINTENANCE FUND
- Greg Hays, Budget Officer / Hans Hernandez, Senior Assistant City Attorney

- 15.f. **2023 Tax Levy** 1788
- 2022-61** FOR AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney
- 15.g. **Water Rate Ordinance** 1794
- 2022-62** CONSIDERATION OF THE CITY COUNCIL OF THE CITY OF AURORA TO APPROVE AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA RELATING TO SERVICES FOR THE PROVISION OF WATER
- Jo Ann Giddings, Deputy Director of Business Services, Aurora Water / Rachel Allen, Client Group Manager, City Attorney
- 15.h. **General Improvement District 3-2008 (Meadow Hills Country Club) 2023 Operating Budget** 1844
- 2022-63** AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAID EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney
- 15.i. **General Improvement District 2-2011 (Aurora Conference Center) 2023 Operating Budget** 1849
- 2022-64** AN ORDINANCE OF THE AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAID EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

- 15.j. **General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 Operating Budget** 1853
- 2022-65** AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRA Y EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky
Hernandez, Senior Assistant City Attorney
- 15.k. **Cobblewood General Improvement District 1-2016 2023 Operating Budget** 1858
- 2022-66** AN ORDINANCE OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 (COBBLEWOOD GENERAL IMPROVEMENT DISTRICT) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRA Y EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky
Hernandez, Senior Assistant City Attorney
- 15.l. **General Improvement District 1-2008 (Peoria Park) 2023 Operating Budget** 1862
- 2022-67** AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRA Y EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
- Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky
Hernandez, Senior Assistant City Attorney

15.m. Pier Point 7 General Improvement District 2-2009 2023 Operating Budget 1867

2022-68 AN ORDINANCE OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRA Y EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

15.n. 2023 Ward Redistricting 1871

2022-69 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING AN UPDATED MAP OF WARD BOUNDARIES PURSUANT TO THE MANDATE OF SECTION 54-5(B) OF THE CITY CODE

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

15.o. Ward Realignment Recommendation Deadline 1889

2022-70 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-5 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, BY ADOPTING ADDITIONAL CLARIFYING LANGUAGE TO SUBSECTIONS (b) AND (c) TO DIRECT THE AURORA ELECTION COMMISSION TO COMPLETE ITS REVIEW OF WARD BOUNDARIES AND SUBSEQUENT RECOMMENDATIONS FOR REALIGNMENT OF WARD BUNDARIES, IF ANY, AND TO TRANSMIT THE SAME TO CITY COUNCIL NO LATER THAN THE FIFTEENTH (15TH) DAY OF OCTOBER IN THE YEAR PRECEDING THE YEAR IN WHICH THE REALIGNMENT SHALL TAKE EFFECT, CURRENTLY IN CALENDAR YEARS ENDING IN “3” AND “9”

Sponsor: Juan Marcano, Council Member

Dave Lathers, Senior Assistant City Attorney

16. PLANNING MATTERS

17. ANNEXATIONS

18. RECONSIDERATIONS AND CALL UPS

19. GENERAL BUSINESS

- 19.a. Consideration to Appoint Two (2) Members to the Aurora Immigrant and Refugee Commission** 1911

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

- 19.b. Consideration to Appoint One (1) Member to the Library Board** 1925

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

- 19.c. Consideration to Reappoint One (1) Member to the General Employees' Retirement Board** 1934

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

- 19.d. Consideration to Appoint One (1) Member to the Joint Water Authority** 1943

Marshall Brown, General Manager, Aurora Water / Rachel Allen, Client Group Manager, City Attorney

- 19.e. Consideration to Appoint One (1) Member to the Homestake Steering Committee** 1949

Marshall Brown, General Manager, Aurora Water / Rachel Allen, Client Group Manager, City Attorney

20. REPORTS

- 20.a. Report by the Mayor**

- 20.b. Reports by the Council**

21. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, October 24, 2022

1. **RECONVENE REGULAR MEETING OF OCTOBER 24, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for October 24, 2022, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky
Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Public call-in instructions were provided in both English and Spanish.

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led in prayer and followed with reading the Land Acknowledgement.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during the executive session, council discussed the search of the APD Chief and personnel evaluations for two executive positions.

6. **APPROVAL OF MINUTES**

6.a. **October 10, 2022, Meeting Minutes**

Motion by Bergan, second by Murillo, to approve the minutes of October 10, 2022 as presented.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano,
Medina, Murillo, Sundberg, Zvonek

7. **PROCLAMATIONS OR CEREMONIES**

7.a. **Veterans Day Minute of Silence**

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

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Mayor Coffman proclaimed November 11, 2022 as Veterans Day – Minute of Silence.

7.b. Commitment to Combatting Antisemitism

Mayor Coffman proclaimed October 27, 2022 as a day to reaffirm Aurora’s Commitment to Combatting Antisemitism.

8. PUBLIC INVITED TO BE HEARD

(non-agenda-related issues only)

Council heard public in-person and call-in testimony on non-agenda-related items.

Mayor Coffman explained that he will hold a public meeting regarding issues on Havana together with Council members Medina and Marcano. He asked for the contact information of the individual that spoke about issues experienced on Havana.

CM Marcano requested the information of the individual that spoke on the increasing rent prices. CM Coombs requested the information of the resident in her ward that spoke on the increasing rent prices and the Multifamily Systemic Inspection Program.

CM Marcano requested the information of the Ward IV resident that expressed concerns about excessive speeding on roadways in the city and residential neighborhoods.

CM Sundberg asked for a status update on the speed radar vans. J. Batchelor said that they have been in contact with the pilot vendor and are working through the process to roll them out in 2023.

9. ADOPTION OF THE AGENDA

Motion by Marcano, second by Jurinsky to adopt the agenda as presented.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. CONSENT CALENDAR

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. Consideration to AMEND THE SINGLE SOURCE CONTRACT with HDR Engineering, Denver, CO in the amount of \$191,656.00 for I-70/Picadilly Interchange Design-Build Procurement and Program Management Consulting Services

Matt Kozakowski, Transportation Project Delivery Manager / Dave Lathers, Senior Assistant City Attorney

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10.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Brannan Sand and Gravel Company, Denver, CO in the amount of \$309,859.00 for the 2022 Speed Cushion Installation Services; Project 5901A.**

Waiver of reconsideration is requested due to the urgency to start construction to avoid winter weather delays and asphalt plants shutdown for the season.

Carl Harline, Public Works / Dave Lathers, Senior Assistant City Attorney

10.c. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Alfred Benesch, Denver, Colorado in the amount of \$6,688,593.51 for CMCI and Material Testing for the I70 Picadilly Design Build Project; R-2262.**

Matt Kozakowski, Transportation Project Delivery Manager / Dave Lathers, Senior Assistant City Attorney

10.d. **Grey and Black Market Marijuana Enforcement Grant Program**

Timothy Sherbondy, Grants Analyst / Megan Platt, Assistant City Attorney

Motion by Bergan, second by Sundberg to approve the consent calendar items 10a through 10d.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. **RESOLUTIONS**

11.a. **2023 Employee Pay Table and Classification**

R2022-191 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 EMPLOYEE PAY TABLE AND CLASSIFICATIONS

Ryan Lantz, Director of Human Resources / Kim Skaggs, Assistant City Attorney

Ryan Lantz, Director of Human Resources, provided a summary of the item.

CM Sundberg asked who gathers the data for the table of standard or average pay. He asked if it is a subscribed service or if it is done by staff. R. Lantz said that there is a Compensation Division within Human Resources that does the research. They use a variety of different sources to gather data in collaboration with department directors.

CM Coombs asked if there are efforts being done to look at pay rates for lower-wage employees. R. Lantz said they are addressing the issues through recent pay increases applied to all employees that raised their pay above \$15 per hour. The compensation team is also finalizing a new pay table that looks at market data specific to seasonal and part-time positions.

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Motion by Sundberg, second by Coombs to approve item 11a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.b. Business Safety and Security Upgrade Grant Program

R2022-192 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR ADDITIONAL FUNDING FOR THE BUSINESS SAFETY AND SECURITY UPGRADE GRANT PROGRAM USING ARPA FUNDS

Sponsor: Curtis Gardner, Council Member

Kendall Koca, Manager of Special Projects / Tim Joyce, Assistant City Attorney

Kendall Koca, Manager of Special Projects, provided a summary of the item.

Motion by Gardner, second by Bergan to approve item 11b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.c. 4th Amendment to 22nd Outfall to Westerly Creek Improvement Plan

R2022-193 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR 22nd AVENUE OUTFALL TO WESTERLY CREEK

Sponsor: Steve Sundberg, Council Member

Swirvine Nyirenda, Planning and Engineering Services Manager / Ian Best, Assistant City Attorney

Sarah Young, Aurora Water Deputy Director of Planning & Engineering, provided a summary of the item.

Motion by Sundberg, second by Coombs to approve item 11c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.d. Proposed Modifications to Moral Obligations Policy and Review of Existing Moral Obligations

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

R2022-194 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING A POLICY ON THE USE OF MORAL OBLIGATION PLEDGES BY THE CITY

Teresa Sedmak, City Treasurer / Hanosky Hernandez, Senior Assistant City Attorney

Teresa Sedmak, City Treasurer, provided a summary of the item.

Motion by Bergan, second by Coombs to approve item 11d.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.e. **Homelessness Initiative**

R2022-195 A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

Sponsor: Mike Coffman, Mayor

Mayor Mike Coffman provided a summary of the item.

Council heard public in-person testimony.

Discussion on the Bergan Amendment

Mayor Pro Tem Bergan offered an amendment that states the campus will be operated by nonprofit organizations in which no general fund revenues will be used for the construction, maintenance, and operations of the campus. Mayor Coffman considered this a friendly amendment. Mayor Pro Tem Bergan clarified that CDBG and ESG funds may be used.

Mayor Coffman said that operations in Colorado Springs and Haven for Hope have as many partners on the campus as possible for mental health, addiction recovery, job training, etc.

CM Marcano expressed concerns that the campus is not just an initiative of Aurora, and they are getting support from the state and other jurisdictions. He asked if the funding requirements have been discussed and if they are expecting Aurora to contribute from its homeless fund. Mayor Coffman said the city will negotiate with surrounding jurisdictions. He mentioned that Adams and Arapahoe County Commissioners have signed off. He asked for updates from J. Prosser. Mayor Pro Tem Bergan added that the

land is city-owned. J. Prosser said the grant monies from the state require a 50% match. But the final version of the NoFo is not out yet.

CM Marcano expressed concerns about the contribution, the required match, and the language possibly sending the wrong signal. Mayor Pro Tem Bergan said they will communicate with partners for clarification. She added that they can still use CDBG, ESG, and marijuana funds. R. Venegas clarified that marijuana funds are considered general funds. Mayor Coffman said they can also use ARPA dollars on the capital construction side. He added that they will negotiate with all partners. He mentioned the operator is still expected to raise the money. He reiterated that Mayor Pro Tem Bergan wrote that no more of 10% of the general fund revenues could go to it and they can always go back to Council for amendments depending on what the partners do. He mentioned it is better to say that no general fund dollars would be used at this point in time.

Mayor Pro Tem Bergan said the land also has value. J. Prosser said an appraisal will be done to determine the value of the land and it would be part of the match amount. Mayor Pro Tem Bergan clarified that they are reducing the reliance on general funds. She stressed that it is a different model since they are looking for partners and a nonprofit organization will be responsible for fundraising. Mayor Coffman mentioned that Haven for Hope and Colorado Springs have families outside the campus run by a partner nonprofit. He added that they need to see what other jurisdictions and the state will contribute. He mentioned that it is wrong to give the burden to Aurora taxpayers for a facility whose area is beyond city limits.

CM Marcano said that he agrees with the intent. He mentioned he is fine with the amendment as long as they are open to revisiting it. Mayor Pro Tem Bergan said she is open to revisiting this.

Discussion on the First Marcano Amendment

CM Marcano mentioned he is offering 17 amendments and said they are more aligned than not with the proposed resolution. He added that his preference is to not do a campus, but he understands that staff has a good reason for wanting to do it. He explained that his goal for the amendments is to serve as many people as possible through the investment and incorporate best practices into the resolution. CM Marcano offered his first amendment which revises the first paragraph of the resolution into: evidence-based policy that prioritizes housing, supportive services, and workforce development opportunities that lead to self-reliance.

Mayor Coffman asked why “employment-based programming and conditions-based transitional housing that leads to self-sufficiency” should be removed. CM Marcano explained that Haven for Hope, Houston, and Colorado Springs said that conditions become barriers to serving as many people as they can. This is since individuals must first be sound of body, sound of mind, and able and willing to work to participate in the Work-First Programming. A lot of unhoused do not fall into this category. He explained that his amendment will address the exclusion. Mayor Coffman said that for Phase 1, the campus will provide emergency services to anyone irrespective of their participation

in a program or case management. He mentioned that he liked the language for those moving into Phase 2 and Phase 3.

CM Zvonek recalled that San Antonio talked about having requirements for participation and services as barriers to entry. He said that he looked at HUD numbers which state that there are over 1 million people experiencing homelessness. But people who are in transitional housing which has requirements are not included in the count. Between 2007 and 2014, there was a 31% drop when wraparound services for participants were required. When Housing-First became a policy, there was an increase in homelessness. He mentioned that the programs may be chasing federal dollars, compromising their program, and not doing what's best for the unhoused population. He stressed that Housing First in the early stages can offer false hope and looks like socialism in the late stages.

CM Marcano said that he is ensuring that any project that the city invests in serves the maximum population possible. He mentioned that the Bridge House's model doesn't reach everybody that they could. Mayor Pro Tem Bergan said that she is not comfortable with the amendment's language. She added that she does not want to take out condition-based transitional housing. She mentioned that if there are no conditions, then there are no incentives to move into counselling, drug addiction services, and eventually self-actualization. She stressed that this is much more compassionate than simply putting people in housing that continue to have mental health problems or drug addiction.

Mayor Coffman explained that the first tier of the resolution talks about low-barrier entry for those experiencing homelessness and who need emergency services. He reiterated that the resolution expresses the council's desire to reduce the number of people experiencing homelessness through employment-based programming and conditions-based transitional housing. He stressed that he wants to retain the language.

CM Coombs clarified that the proposed amendment does not reduce the prioritization of employment and supportive services. She highlighted that prioritizing housing does not change the resolution's thesis. Based on the evidence, ensuring that people have housing leads to success. She mentioned that the amendment highlights supportive services that include case and addiction management and workforce development opportunities which is employment. Mayor Pro Tem Bergan asked why they are taking out the original language instead of blending the two together.

Mayor Coffman mentioned that CM Marcano will present amendments that they did agree on that would require reporting by the contractor for visibility and transparency. This will include reports on program and job training participation. He said that these would accomplish the evidence-based approach. CM Murillo commented that the language including "evidence-based policy" is more accurate and encompassing and will pave the way for the effective and efficient use of taxpayer dollars. Mayor Pro Tem Bergan mentioned that they don't know what the evidence is at this point.

Discussion on the Second Marcano Amendment

- ◆ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

CM Marcano proposed his second amendment. Mayor Coffman stated that he had substantial discussions with the individual that developed the Colorado Springs Rescue Mission Campus, Mr. Yonker. He said that the individual felt that the language is fine and would be helpful for the nonprofit that operates the facility in terms of making their case for the increase in homelessness.

Discussion on the Third Marcano Amendment

CM Marcano proposed his third amendment. Mayor Pro Tem Bergan said that the conditions and incentives set by the Colorado Springs Rescue Mission were good and helped people transition. She said that she would like to keep some of the conditions in the language. Mayor Coffman mentioned that Mr. Yonker said that the language in the amendment is fine.

CM Marcano reiterated that his goal is to serve as many people as possible. He mentioned that there is evidence showing that more hurdles and conditions added to recovery programs increase the difficulty of people to succeed. If the unhoused individuals have underlying conditions that would make them not want to participate in the program, then the number of unhoused will not drop. CM Marcano said that they **can't have conditions as a default requirement. He said that they can have different** buckets of services and programming for people who might be open to the programs.

Mayor Pro Tem Bergan expressed concerns regarding individuals with drug addiction problems that would be offered housing but would not be required to be accountable. CM Zvonek stressed that their goal should be helping people become self-sufficient with the right services and support. He restated the increase in the number of people experiencing homelessness because of the Housing-First Policy. He mentioned that housing should be a part of the solution for the small segment of the unhoused **population that can't be self-sufficient** because of mental or physical disabilities. However, services should be required for most of the population. He said that they are simply hiding the homeless if they were to put them in housing but not change their condition and not help them become self-sufficient.

CM Marcano said that it is disingenuous to attribute the rise in homelessness to Housing First given that they experienced the Great Recession, eviction crises, and ballooning house prices at the time. He said there are studies done that indicate the leading cause of homelessness is the inability to afford shelter. He said putting people in shelters sets them up for greater success in the future. If they were to provide people with housing, they will continuously be checked in on and not simply left alone.

Mayor Pro Tem Bergan mentioned that if a person with a serious drug problem is housed and continuously refuses to seek help, then they are getting free housing being paid for by taxpayers. She stressed that they want to entice these individuals to have hope and move toward recovery. She stated that it would not be ideal to set zero expectations, conditions, and accountability. CM Marcano asked if these people would be better off on the street. Mayor Pro Tem Bergan said that the city offers pallet homes and other alternatives.

CM Coombs called for a point of order. She asked if the mayor votes on amendments regardless of a tie. D. Brotzman said that until the final resolution, the mayor is allowed **to vote on the amendments. K. Rodriguez noted Mayor Coffman's** votes for the first three Marcano Amendments.

Discussion on the Fourth Marcano Amendment

Mayor Pro Tem Bergan expressed her opposition since the amendments take out the conditions and the people can get housing but choose not to get help. Mayor Coffman stated that Mr. Yonker is okay with the amendment since the low-barrier housing is **available to everybody. He added that Mr. Yonker didn't feel that the amendment** conflicted with the program as envisioned. Mayor Pro Tem Bergan asked if the conditions on transitional housing are being taken out and letting people make their **choice if they want to get help. Mayor Coffman said that they can't force people.** Mayor Pro Tem Bergan said that transitional housing and low-barrier housing should be differentiated. She added that the city already offers low-barrier housing.

Discussion on the Gardner Motion to Table

CM Gardner stated that the item should be pulled and voted on when it is ready. Mayor Pro Tem Bergan agreed. CM Marcano said that it should go to the HORNS Committee for a discussion before being brought back to the full council. CM Gardner said that there is no reason to debate through all the proposals given that most have already been agreed upon by the proposer and the sponsor.

Mayor Coffman said that this is a major policy that needs to move forward, and the changes being made are not very substantive. Mayor Pro Tem Bergan said that they are making substantive changes and she might end up opposing the resolution. CM Sundberg commented that the amendment will take a bite out of the proposal changing the conditions-**based approach to allowing the person to decide and be the "CEO of their own life". CM Marcano said that they can't force people to change but they can give** opportunities. Mayor Pro Tem Bergan commented that they can give conditions. CM Marcano stated that the language is in keeping with best practices and that the people must have buy-in for any good recovery program. Mayor Pro Tem Bergan commented that she thinks that CM Marcano is against the resolution and is offering 17 amendments to sabotage it.

CM Coombs said that if they expect people to be self-sufficient, then they should expect **them to be "CEO of their own life." People experiencing homelessness need to have** control over what they are deciding to do and how they do it. CM Coombs stressed that they should respect these adult human beings to support them instead of only giving them the tools and opportunities once they do what they're told. **She said that they** should look at what Mayor Coffman and CM Marcano are doing in a positive way, which is compromising and coming to a sense of agreement.

CM Gardner recommended sending the item to the committee prior to being discussed by the full Council. CM Jurinsky commented that it would be a wasted step. She said

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that the mayor should decide which amendments he considers friendly and comes back with one resolution.

Mayor Coffman asked when the process starts for the state grant application. J. Prosser said that the State NoFo is coming out on November 15th. Then they will have more information regarding the application and the deadline, which is anticipated to be in January. Mayor Coffman said that he allowed amendments to be considered since many do not appear to be substantive. He added that he will forward a proposal without multiple amendments. He offered a substitute motion to delay the item for two weeks to the next Regular Meeting. CM Gardner accepted this as a friendly amendment.

Motion by Coffman, second by Zvonek to approve item 11e.

Motion by Bergan, second by Coffman to approve the Bergan amendment adding "Whereas the campus will be operated by nonprofit organization(s) in which no general fund revenues will be used either for the construction, maintenance, or operations of the campus."

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Voting Nay: Coombs

Motion by Marcano, second by Coombs to approve the first Marcano Amendment which revises **the first paragraph to state** "evidence-based policy that prioritizes housing, supportive services, and workforce development opportunities that lead to self-reliance."

Voting Aye: Coombs, Marcano, Medina, Murillo

Voting Nay: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Motion by Marcano, second by Coffman to approve the Second Marcano Amendment, adding "WHEREAS, homelessness in Aurora has been increasing for years and has dramatically increased since the onset of the COVID-19 global pandemic."

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg

Voting Nay: Zvonek

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Motion by Marcano, second by Coombs to approve the Third Marcano Amendment which revises the Whereas **Clause to state** "WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and it is inhumane and far more expensive to allow people experiencing homelessness to languish on the streets than it is to provide housing with supportive services to this population and help put them on a path toward self-reliance."

Motion by Jurinsky, second by Zvonek to close debate on the Third Marcano Amendment.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Sundberg, Zvonek

Voting Nay: Coombs, Murillo

Motion by Marcano, second by Coombs to approve the Third Marcano Amendment which revises the Whereas **Clause to state** "WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and it is inhumane and far more expensive to allow people experiencing homelessness to languish on the streets than it is to provide housing with supportive services to this population and help put them on a path toward self-reliance."

Voting Aye: Coombs, Marcano, Medina, Murillo

Voting Nay: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Motion by Marcano, second by Murillo to approve the Fourth Marcano Amendment which revises **the Whereas Clause to state** "that empower individuals experiencing homelessness to choose for themselves their path to self-reliance, to include mental and physical health care, job training, educational assistance, and low-**barrier housing.**"

Motion by Gardner, second by Jurinsky to table item 11e until the next Regular Council Meeting.

Voting Aye: Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.f. Aurora Homelessness

R2022-199 A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY **COUNCIL'S DESIRE TO REDUCE THE**

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NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EVIDENCE-BASED POLICY THAT PRIORITIZES HOUSING, SUPPORTIVE SERVICES, AND WORKFORCE DEVELOPMENT OPPORTUNITIES. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

Sponsor: Juan Marcano, Council Member

Item was withdrawn by Marcano.

11.g. **First Amendment to IGA with Colorado Department of Transportation (CDOT) for USDOT BUILD Grant for the I-70 & Picadilly Interchange Project**

R2022-196 CONSIDERATION TO APPROVE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING THE PASSTHROUGH FUNDING OF THE USDOT BUILD GRANT FOR THE I-70 & PICADILLY INTERCHANGE PROJECT

Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney

Matt Kozakowski, Transportation Project Delivery Manager, provided a summary of the item.

Motion by Bergan, second by Sundberg to approve item 11g.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.h. **First Amendment to IGA with Colorado Department of Transportation (CDOT) for Funding of the High Line Canal Trail Project**

R2022-197 CONSIDERATION TO APPROVE A RESOLUTION FOR THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR FUNDING OF THE HIGH LINE CANAL TRAIL PROJECT

Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney

Matt Kozakowski, Transportation Project Delivery Manager, provided a summary of the item.

Motion by Gardner, second by Jurinsky to approve item 11h.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.i. **IIJA DOLA Local Match Program**

R2022-198 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OFFICALLY SUPPORTING **CITY STAFF’S EFFORTS TO APPLY TO THE** DEPARTMENT OF LOCAL AFFAIRS FOR A LOCAL MATCH PROGRAM SUPPORTING INFRASTRUCTURE INVESTMENT AND JOBS ACT GRANTS AND AUTHORIZING CITY STAFF TO COMPLETE AND EXECUTE ALL NECESSARY FORMS AND DOCUMENTS TO COMPLETE THE APPLICATION PROCESS

Waiver of reconsideration requested due to competitive, limited nature of funding available.

Laura Perry, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney

Laura Perry, Deputy City Manager, provided a summary of the item.

Motion by Murillo, second by Marcano to approve item 11i with a waiver of reconsideration.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Mayor Coffman called for a brief recess of Council to allow staff to provide call-in instructions.

12. **PUBLIC HEARING WITH RELATED ORDINANCE**

12.a. **Harvest Mile Initial Zoning**

2022-56 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY 308.6 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED NORTH AND SOUTH OF SMITH ROAD AND WEST OF POWHATON ROAD, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (HARVEST MILE INITIAL ZONING)

Aja Tibbs, Senior Planner / Dan Money, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Aja Tibbs, Senior Planner, provided a summary of the item.

Kevin Kelley with United Properties and Susan Wade with Redland provided a presentation.

Mayor Coffman closed the public hearing.

Motion by Sundberg, second by Marcano to approve item 12a.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

12.b. **Best Box Self Storage – 26th Ave. Initial Zoning**

2022-57 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY FIVE-ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED 400 FEET EAST OF THE NORTHEAST CORNER OF PICADILLY ROAD AND EAST 26TH AVENUE, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (26TH AVENUE INITIAL ZONING)

Erik Gates, Planner / Dan Money, Senior Assistant City Attorney

Outside speaker: Beau Reinberg, BCN Management Partners / Michael Cleary, Strategic Site Design LLC

Mayor Coffman opened the public hearing.

Erik Gates, Planner, provided a summary of the item.

Mayor Coffman closed the public hearing.

Motion by Bergan, second by Medina to approve item 12b.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

13. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

14. **INTRODUCTION OF ORDINANCES**

14.a. **2023 Adopting Budget**

2022-58 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney

Council heard public in-person testimony.

Greg Hays, Budget Officer, provided a summary of the item.

CM Zvonek commented that prior to the Patterns and Practice Report by the Attorney General, the city created the Office of the Independent Monitor with four FTE created but never filled, and ultimately eliminated as a budget-saving opportunity. This is because an independent monitor was hired for over \$700,000 a year to do the job of the created

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FTEs for as long as the consent decree is in place. CM Lawson stated that they are different functions since the police monitor is more public facing while the auditor is more internal and looks at the programs through a policy lens. She stressed that the independent monitor looks at incidents and complaints brought in by the community. She stated that she will propose reinstating the independent monitor position. CM Zvonek replied that the recently hired independent monitor through the consent decree monitors policies and practices and makes recommendations, which are the tasks of the original office. He reiterated that the roles are duplicative. CM Lawson restated that the police monitor is not more public facing with the community.

Mayor Pro Tem Bergan mentioned that they asked J. Twombly during the Budget Meeting if the four FTE positions were needed despite having an independent monitor through the consent decree. J. Twombly said that there is an overlap. The independent police monitor intakes citizen-initiated complaints and conduct investigations as a public-facing independent review of police actions. They also discussed the roles of a consent decree monitor and an independent police monitor at **the Attorney General's Office**. He mentioned that the three positions at the Office of the Independent Police Monitor were not filled due to concerns regarding confusion between the two roles and not being privy to what the implementation of the consent decree would look like. J. Twombly explained that the consent decree monitor looks at practices, policies, the use of force, internal investigations, etc.

Mayor Pro Tem Bergan said that they are saving over \$500,000 by not filling the **positions since they are paying \$700,000 to the Consent Decree Monitor's team to look** at the practices and policies. J. Twombly added that they look at practices and policies as it relates to the patterns of practice investigation and its findings. Mayor Pro Tem Bergan suggested fulfilling all the needs of the consent decree, which could take another four years, and then adding back in the independent police monitor and filling the positions. J. Twombly said that it is a policy decision. He mentioned that he would not strongly advocate for filling the independent police monitor position as an economic decision. He mentioned that they could always add the position later.

CM Murillo mentioned that she was uncomfortable with eliminating the positions. She mentioned that the consent decree monitor is only temporary. She stressed that budgets are moral documents, and they should be willing to state that it is a department and position that will have filled regardless of a recession. She **said that it doesn't sound** guaranteed that this position would be revisited and implemented in a few years. They could guarantee that it continues if it is incorporated into the 2023 Budget. CM Murillo recalled other council members having to cut the budget for their own proposals, such as **the occupational task**. She expressed support for CM Lawson's proposal to keep the positions in the budget in addition to the DEI position. She mentioned that the office is new, and time, resources, and budgets are required for it to grow and thrive. She stressed the importance of investing in equity, access, and diversity regardless of fiscal position.

CM Zvonek mentioned that the office was created before the consent decree. He stated that if they were not under the consent decree, the three positions would be appropriate. He stressed that the monitor, even if temporary, would be in the city for no less than

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four years for over \$700,000 a year. Once that is completed, the money being spent on the consent decree monitor could then be put to fund the office and its positions. If they held money in the budget for the three FTEs in question, the money could not be spent on other priorities.

Discussion on the Marcano Amendment

CM Marcano asked about the \$419,000 amount. G. Hays explained that it is the amount from the elimination of the vacant police monitor program. CM Marcano mentioned that the consent decree monitor position will lapse. He suggested hiring a manager for the office to be trained by the current consent decree monitor on the job and to ensure a clean transition. The manager will then be responsible for training the additional FTEs of the office.

Mayor Pro Tem Bergan said that the consent decree monitor probably has four more years. She reiterated that they are heading into a recession and are talking about spending \$419,000 on vacant positions despite the need being met by the Consent Decree Monitor. She suggested getting through the next budget year, revisiting it, and adding one position first. CM Coombs mentioned that it would be fiscally responsible to not spend the money that was already budgeted. She mentioned that the budget is already balanced with the \$419,000 to be held over as the office is built back up. She **expressed support for CM Marcano's** idea to have a transition person. She said that if they are in dire fiscal strains, they are not looking for what else to cut to fund the positions when they are finally needed. CM Coombs stressed that holding the money aside in general management guarantees having funding for the program in the future.

CM Lawson expressed support for CM Marcano's proposal to have one person for the transition and CM Coombs' proposal of putting the money in the general management fund. She mentioned that the Budget Workshop was not televised, and the community did not know what was happening.

Mayor Pro Tem Bergan asked if they are supposed to be voting on a budget that is already balanced. G. Hays said yes. Mayor Pro Tem Bergan asked if holding the \$419,000 would create extra money. G. Hays said that budget cuts were done in the workshop and the budget was lowered by \$775,000. He explained that if something were to be added back in, it would still be balanced because the budget was cut enough. Mayor Pro Tem Bergan said that she is not supporting adding something that the city **already has, and it would only make sense to have the positions if there isn't a** consent decree monitor. She suggested putting the FTEs back in the budget in one or two years depending on the status of the consent decree. She recalled CM Lawson voting to eliminate the positions during the workshop. CM Lawson explained she changed her position because she received additional information, talked to community members, and reviewed her previous vote.

CM Coombs clarified that the proposal is not to duplicate the consent decree monitor but to have an internal position that provides the necessary structure and institutional knowledge to support the transition of the consent decree monitor to an Independent Police Monitor. The manager will also perform some of the functions that the consent

decree monitor does not perform. She stressed that expecting a seamless transition without having a person with institutional knowledge is a problem. She proposed a friendly amendment to fill the one position and hold the remaining funds for the two FTEs in general management as a guarantee for the future of the program.

Mayor Pro Tem Bergan asked why there are three positions. J. Twombly explained that there is a monitor, investigator, and admin person. Mayor Pro Tem Bergan asked what the current process is. J. Batchelor clarified that APD has its own investigations for **discipline. If there's any criminal action, an outside agency would review it. The Office of the Independent Police Monitor** conducts its own investigation independent of APD. Mayor Pro Tem Bergan asked if the Consent Decree Monitor Team has investigators. J. Batchelor said that the team looks at different areas identified by the consent decree including use of force, documentation of stops, racially biased policing, etc. There is a team of experts that do research into those areas and other issues.

CM Gardner expressed interest in CM Marcano's proposal but said that it needs to be more fleshed out in terms of cost and responsibilities. He said that he is interested in funding the position in the Spring Supplemental. He mentioned that the Police Chief finalists said that the consent decree may be in place for 7 to 10 more years and CM Gardner stressed that he does not want to waste taxpayer money on duplicative positions. He mentioned that they cut several positions in other departments in addition to the DEI office and the Office of the Independent Monitor. He said that they are not wasting taxpayer money on vacant positions, instead, put them into other priorities.

CM Zvonek agreed with CM Gardner and said that it makes sense to have someone for **the transition, but they still don't know when it will be. He explained that the Consent Decree Monitor Contract** is more expensive early on and tapers towards the end. Funding will be available for the Independent Monitor using the funds allocated in the contract toward the end. He said that the \$775,000 that is freed up could be used to build up reserves for the potential recessionary period. He said that it is irresponsible to keep money in the general management fund but not fill the roles and only fill one role for the transition out of the consent decree, which does not yet have an end date.

D. Brotzman explained that the Charter states that the mayor may not vote on ordinances or resolutions unless it is to make or break a tie. The Council Rules state that the mayor is not entitled to vote on any resolution, ordinance, or amendments thereto **and that the mayor votes on all motions. For consistency, the mayor's vote on** amendments will not be recorded unless to make or break a tie.

Discussion on the Gardner Amendment

CM Gardner proposed his amendment which brings the authorized force from 774 to 778. He explained that he understands that these may not be filled until the end of 2023, but it is important to comply with the consent decree. Mayor Coffman asked what the positions do. J. Batchelor explained that the four sworn officers would cost \$113,000 ongoing and \$45,000 one-time for each position. Currently, there are 40 to 45 unfilled positions in terms of authorized staffing. CM Gardner added that they are not dedicated to anything specific and could be patrol or otherwise. J. Batchelor added that they would

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not be put into the shift soon since the positions cannot be filled until the end of the year. As soon as they are available, they will be put on the street.

CM Zvonek offered an amendment to have it take effect in the fourth quarter to give some budget savings but still comply with the 778. CM Gardner took this as a friendly amendment.

CM Marcano mentioned that they can meet the requirement without sworn officers. This is why the 12 FTEs were changed to 7 since they would still be in compliance with the mandate to dedicate resources to public safety. He stated that Chief Oates said during the Budget Workshop that if the number of Civilian Traffic Officers is boosted, it is a 1:1 differential and a cost savings since they take menial tasks off the sworn officers.

CM Marcano offered an amendment to switching the sworn to civilian positions to provide immediate relief.

Mayor Pro Tem Bergan mentioned that they are mandated to have two officers per 1,000 population. J. Batchelor confirmed that under the consent decree with the Aurora Police Association, two sworn post-certified officers are needed per 1,000 population. The 778 officers are the staffing target for December 15th, 2023.

CM Murillo asked for clarification regarding the 1:1 return for transitioning a sworn officer to a civilian position. She mentioned that it is less expensive to hire for a civilian position. She added that they could afford more civilian positions to provide the needed administrative relief to the department. G. Hays stated that they added 7 civilian positions for \$500,000, which is \$72,000 per civilian. Adding the four police officers for a quarter of the year would be \$113,000 ongoing.

CM Zvonek reiterated that they have to be authorized at 778 by December 15, 2023 to be in compliance with the agreement. He mentioned that Chief Oates said that filling civilian positions would be a significant help. A 2017 staffing study indicated that civilian positions could benefit the APD and take some administrative burden. However, there are staffing issues to consider. If Chief Oates could fill the roles and come back in the Spring Supplemental, Council would be happy to look at more civilian-type roles. He said that it is fiscally responsible to hold the money only from Q4 of 2023 since they are roles that are difficult to fill.

CM Coombs mentioned that they were told at the Budget Workshop that the civilian positions could count toward the modified stipulated consent decree with the APA. J. Batchelor explained that the council that entered into the consent decree limited the scope to provide two officers per 1,000. Mayor Pro Tem Bergan said that they can go above 2 per 1,000 with the civilians, but the two police officers are still required. J. Batchelor added that the modified consent decree defines a police officer as post-certified.

Mayor Pro Tem Bergan expressed support for CM Gardner's amendment and CM Zvonek's proposal of filling it in Q4 of 2023.

CM Marcano stated that strict formulas for staffing are not considered best practices. He mentioned that the International Association of Chiefs of Police holds the same position. He said that staffing should be based on need, which could be sworn or civilian. He asked if the Modified Stipulated Consent Decree is actually enforceable given that the APA is no longer the bargaining unit for APD. D. Brotzman said that the Council previously directed the City Attorney to enter the consent decree and has given prior authorization to move forward with the language.

CM Murillo said that they entered into an agreement that they should have staffing at a certain level regardless of whether they can fill the position or not. Speaking regarding the consent decree monitor, she mentioned that there are some logical fallacies that they are okay in one area with the same type of arrangement, but not in another.

CM Coombs called for a point of order. She stressed that CM Marcano made a substitute motion to switch the sworn to civilian positions to provide immediate relief. Mayor Coffman said that CM Gardner did not answer whether it was a friendly amendment or not and it was not offered as a substitute motion. He explained that the motion was not recognized since it was not formally made.

Discussion on the Coombs Amendment

CM Coombs proposed adding back the position in the DEI office that was eliminated despite it not being vacant for years. She stressed that they should also give this office a few months as a courtesy to fill the positions instead of cutting them. They need the time and opportunity to build up what they are doing for the community regarding diversity, equity, and inclusion. Mayor Pro Tem Bergan explained that the office has two filled positions, while one position remains vacant and costs \$157,900. She said that the office **has not yet provided its reports. She added that she doesn't see the need to add another position, but they could do so next year.** She reiterated that they need to be careful with the budget in light of the recession.

CM Sundberg mentioned that they examined vacancies across the city. He stated that he acknowledges that vacancies can create stress with an increased workload but can also create efficiencies in doing the same amount of work with fewer people. He said that he feels that the answers fell short when he asked questions regarding the structure of the department, analysis of productivity, and success measures. CM Jurinsky mentioned that the DEI Office was not supposed to be an entire office. One person was hired to be the DEI officer and then more positions were added. It has since been reorganized and restructured into the HR Department. CM Murillo also asked why one position became three.

J. Twombly explained that the Assistant City Manager moved into the DEI office. During the first year, the budget included consultants who trained with employees. Then, a second position was added to rely less on consultants which are more expensive. The third position was added for admin support since they used to be supported by the City **Manager's Office** admin staff. CM Murillo summarized that the positions grew based on need. She said that it makes sense that a new office or department grows for it to be successful. She added that an office of three people is not that much. She said that they

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are moving backward with creating the DEI but not truly funding it at the required staffing levels.

CM Jurinsky asked if there will be additional admin support since the DEI has moved into HR. J. Twombly said that HR would not be able to provide admin support since they are already stretched thin. He added that the admin person is still part of the DEI, but the manager position was deleted from the budget.

Mayor Coffman said that there is a bias in the administration towards employees versus contracts. He asked G. Hays to provide numbers on what was spent on contract support for the DEI functions compared to adding another person in-house. G. Hays said that they will research this.

CM Coombs mentioned that the DEI office looks at contracts and procurements. She asked how HR relates to and has expertise associated with that component. She asked how the work of the DEI office will get done by removing another position. T. Velasquez said that they have a partnership with the DEI Director on initiatives regarding procurement.

Mayor Pro Tem Bergan said that there are people willing to work flexible hours or part-time for admin duties. She suggested that temporary staffing may be more efficient than adding FTEs with high salaries and benefits. She added that she wants to see an audit of the office or reporting of what gets done before adding another position. Mayor Pro Tem Bergan expressed that she will not be in support unless additional information is provided.

Mayor Coffman asked when the spring supplemental will be. Staff stated that it would be around April 2023. Mayor Coffman said that he will look at the position in terms of functions, contracts, and efficiency to provide the functions on a contract basis.

Discussion on Item 14a

CM Coombs expressed disappointment in the **Council's inability to prioritize meaningful** things that the community wants. She stated that she will not vote yes on the budget.

Mayor Pro Tem Bergan said that they still have the DEI Office and police monitoring and are supporting them. However, they are being fiscally responsible with the budget. CM Marcano said that they are cutting services that the residents have asked for. He pointed out that since the new council was sworn in, he has never seen so many people call for the question in the years that he has been following the council.

CM Lawson expressed concerns and disappointment regarding the budget cuts. She mentioned that the community did not know about this at the Workshop. She said that she will vote yes on the budget because of the other services that the City has to provide.

Motion by Marcano, second by Zvonek to approve item 14a.

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DRAFT

Motion by Marciano, second by Coombs to approve the Marciano Amendment to fill a manager position for the Independent Police Monitor within the 2023 Budget and hold the remainder of the funds for the two positions in the General Management Fund to be applied in the future.

Motion by Jurinsky, second by Bergan to end debate on the Marciano Amendment.

Voting Aye: Coffman, Bergan, Gardner, Jurinsky, Medina, Sundberg, Zvonek

Voting Nay: Coombs, Lawson, Marciano, Murillo

Motion by Marciano, second by Coombs to approve the Marciano Amendment to fill a manager position for the Independent Police Monitor within the 2023 Budget and hold the remainder of the funds for the two positions in the General Management Fund to be applied in the future.

Voting Aye: Coombs, Lawson, Marciano, Medina, Murillo

Voting Nay: Coffman, Bergan, Gardner, Jurinsky, Sundberg, Zvonek

Motion by Gardner, second by Bergan to add four (4) additional sworn officers effective the 4th Quarter of 2023.

Motion by Coffman, second by Zvonek to end debate on the Gardner Amendment.

Voting Aye: Coffman, Bergan, Gardner, Jurinsky, Lawson, Marciano, Medina, Sundberg, Zvonek

Voting Nay: Coombs, Murillo

Motion by Gardner, second by Bergan to add four (4) additional sworn officers effective the 4th Quarter of 2023.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marciano, Medina, Murillo

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Motion by Coombs, second by Murillo to add back the position in the DEI Office.

Motion by Jurinsky, second by Zvonek to end debate on the Coombs Amendment.

Voting Aye: Coffman, Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

Motion by Coombs, second by Murillo to add back the position in the DEI Office.

Voting Aye: Coombs, Lawson, Marcano, Medina, Murillo

Voting Nay: Coffman, Bergan, Gardner, Jurinsky, Sundberg, Zvonek

Motion by Jurinsky, second by Bergan to end debate on item 14a.

Voting Aye: Coffman, Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

Motion by Marcano, second by Zvonek to approve item 14a.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Medina, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Murillo

14.b. 2023 Budget Appropriations

2022-59 AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney

CM Murillo asked for an explanation of the difference between 14a and 14b. G. Hays said that one adopts the big budget and the second will be doled out into the departments and into the funds for the fund accounting.

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CM Marcano asked if this would be amended to reflect the changes made in item 14a. G. Hays stated that they will adjust this, but it still has to be approved.

Motion by Gardner, second by Marcano to approve item 14b.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Voting Nay: Coombs

14.c. Transportation Maintenance Fund Creation

2022-60 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, CREATING THE TRANSPORTATION MAINTENANCE FUND

Greg Hays, Budget Officer / Hans Hernandez, Senior Assistant City Attorney

Greg Hays, Budget Officer, provided a summary of the item.

Motion by Sundberg, second by Zvonek to approve item 14c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.d. 2023 Tax Levy

2022-61 FOR AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney

Greg Hays, Budget Officer, provided a summary of the item.

Motion by Medina, second by Marcano to approve item 14d.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.e. Water Rate Ordinance

2022-62 CONSIDERATION OF THE CITY COUNCIL OF THE CITY OF AURORA TO APPROVE AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA RELATING TO SERVICES FOR THE PROVISION OF WATER

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Jo Ann Giddings, Deputy Director of Business Services, Aurora Water / Rachel Allen, Manager of Client Services, City Attorney

Marshall Brown, General Manager of Aurora Water, provided a summary of the item.

Mayor Coffman asked if the credit card processing fees would be given to the consumers. M. Brown explained that there will be a public campaign done to educate customers on water bill payment options. The city still covers the cost of ACH and bank transfers since they are still low. However, credit card processing costs have been higher, and people are discouraged to use credit cards. For those that must use cards, a processing fee will be charged. Mayor Coffman asked if there will be an efficiency offset for checks versus credit cards. M. Brown said that electronic checks are easier to process since they have contracts with Wells Fargo to process electronic bank transactions. For credit card transactions, the city pays a processing company. Previously, staff has been negotiating with the vendor to lower fees. Mayor Coffman asked what the costs are associated with processing checks. M. Brown explained that they are initially administered by staff at a low cost and use Wells Fargo for processing.

CM Sundberg asked where the rate increase will put Aurora relative to other municipalities. M. Brown said that Aurora is in the lower third of overall costs for utility, water, wastewater, sewer, and stormwater combined. He said that this position will remain despite the rate increase and could possibly go down.

CM Gardner expressed his opposition. He mentioned that other businesses do not **charge credit card fees because they have competition and it's the cost of doing business**. He mentioned that the three entities that charge processing fees, including Xcel Energy, DMV, and Aurora Water, do not have competition. He stated that he is not inclined to support a water rate increase in a time of extraordinary inflation and recession.

Mayor Pro Tem Bergan asked how the water department would be affected if the rate increase will not be imposed. M. Brown said that the **costs of Aurora Water's operating budget** are up 12% and they are proposing a 4% increase to cover the costs to control some inflationary impacts. If the 4% increase is not approved, it will compromise the ability of Aurora Water to provide services. They would then tap into reserves, which may not be available should there be a drought. Mayor Pro Tem Bergan asked for the cost of chemicals. M. Brown stated that the hydrogen peroxide costs are up by 20% and some other chemicals have gone up to 50%. He added that electricity is also difficult in **addition to the 35% personnel costs. He mentioned that they don't have options to get electricity elsewhere**. Even a 15% increase in the items has a significant impact. Mayor Pro Tem Bergan expressed support for the ordinance.

CM Sundberg mentioned that he was charged a credit card processing fee when he was at The View House. This is not done for debit cards or cash. He mentioned that he hates to see rate increases and inflation but added that people are not surprised especially in small businesses. He said that people are typically understanding of price increases.

Motion by Coombs, second by Murillo to approve item 14e.

- ◆ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

Voting Aye: Bergan, Coombs, Marcano, Medina, Murillo, Sundberg

Voting Nay: Gardner, Lawson, Jurinsky, Zvonek

14.f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 Operating Budget

2022-63 CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Andrew Jamison, Debt and Treasury Supervisor, provided a summary items 14f through 14k.

CM Jurinsky asked if items 14f through 14k can be voted on together. D. Brotzman clarified that the Council is acting as a Board in each. Therefore, each one is different and should be voted on separately.

Motion by Bergan, second by Jurinsky to approve item 14f.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.g. General Improvement District 2-2011 (Aurora Conference Center) 2023 Operating Budget

2022-64 CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 2-2011 (AURORA CONFERENCE CENTER) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Andrew Jamison, Debt and Treasury Supervisor, provided a summary of the item.

Motion by Sundberg, second by Marcano to approve item 14g.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

14.h. **General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 Operating Budget**

2022-65 CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Andrew Jamison, Debt and Treasury Supervisor, provided a summary of the item.

Motion by Sundberg, second by Bergan to approve item 14h.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.i. **Cobblewood General Improvement District 1-2016 2023 Operating Budget**

2022-66 CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Andrew Jamison, Debt and Treasury Supervisor, provided a summary of the item.

Motion by Gardner, second by Sundberg to approve item 14i.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.j. **General Improvement District 1-2008 (Peoria Park) 2023 Operating Budget**

2022-67 CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Andrew Jamison, Debt and Treasury Supervisor, provided a summary of the item.

Motion by Gardner, second by Sundberg to approve item 14j.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.k. Pier Point 7 General Improvement District 2-2009 2023 Operating Budget

2022-68 CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Andrew Jamison, Debt and Treasury Supervisor, provided a summary of the item.

Motion by Sundberg, second by Gardner to approve item 14k.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.l. 2023 Ward Redistricting

2022-69 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING AN UPDATED MAP OF WARD BOUNDARIES PURSUANT TO THE MANDATE OF SECTION 54-5(B) OF THE CITY CODE

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

Kadee Rodriguez, City Clerk, provided a summary of the item.

Motion by Gardner, second by Marcano to approve item 14l.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.m. Ward Realignment Recommendation Deadline

2022-70 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-5 OF THE CITY CODE OF THE CITY OF AURORA,

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

COLORADO, BY ADOPTING ADDITIONAL CLARIFYING LANGUAGE TO SUBSECTIONS (b) AND (c) TO DIRECT THE AURORA ELECTION COMMISSION TO COMPLETE ITS REVIEW OF WARD BOUNDARIES AND SUBSEQUENT RECOMMENDATIONS FOR REALIGNMENT OF WARD BOUNDARIES, IF ANY, AND TO TRANSMIT THE SAME TO CITY COUNCIL NO LATER THAN THE FIFTEENTH (15TH) DAY OF OCTOBER IN THE YEAR PRECEDING THE YEAR IN WHICH THE REALIGNMENT SHALL TAKE EFFECT, CURRENTLY IN CALENDAR YEARS ENDING IN "3" AND "9"

Sponsor: Juan Marcano, Council Member

Dave Lathers, Senior Assistant City Attorney

Dave Lathers, Senior Assistant City Attorney, and Council Member Marcano provided a summary of the item.

Mayor Pro Tem Bergan thanked the Management and Finance Committee for setting the dates. CM Sundberg expressed appreciation to staff for their work on the redistricting.

Motion by Marcano, second by Medina to approve item 14m.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

15. **FINALIZING OF ORDINANCES**

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

16. **PLANNING MATTERS**

17. **ANNEXATIONS**

18. **RECONSIDERATIONS AND CALL UPS**

19. **GENERAL BUSINESS**

20. **REPORTS**

20.a. **Report by the Mayor**

20.b. **Reports by the Council**

CM Jurinsky wished everyone a happy and safe Halloween.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

DRAFT

CM Medina reported that he attended the Open Space Committee Meeting. He mentioned that they have plans to bring to Council the east side of the Morrison Nature Center where structures and nature pieces for children will be placed.

CM Sundberg mentioned the rededication of the Coal Creek Schoolhouse. He added that he had a great discussion with Forestry, PROS, Aurora Water, and water conservation regarding efforts for a broader conservation effort for the city and a campaign. CM Sundberg also attended the cadet graduation. He announced that the Aurora Interfaith Community Network had a fundraising event for a nonprofit that feeds a lot of people.

CM Marcano reminded the public to exercise their right to vote and that the ballots are out. He mentioned that if they have not yet received a ballot, they can check its status at www.govotecolorado.com or contact the County Clerk's Office for a replacement. Ballots must be mailed in by November 4th or dropped in a drop box by 7 PM on election day.

Mayor Pro Tem Bergan mentioned that she was a judge at the Halloween Dog Costume Contest.

21. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Aurora, Colorado



Proclamation

WHEREAS, the City of Aurora, Colorado is committed to ensuring that every member of our community can achieve their full potential; and,

WHEREAS, each year, National Hunger and Homelessness Awareness Week is an important reminder that many Aurorans lack food or a safe, stable place to call home, which prevents them from reaching their full potential; and,

WHEREAS, the city of Aurora recognizes that if we work together, hunger and homelessness are solvable; and,

WHEREAS, 2022's Aurora's Hunger and Homelessness Week is focused on preventing homelessness through rental assistance and outreach, combating hunger through additional food banks and resources, and providing additional resources through this post-pandemic time; and,

WHEREAS, in partnership with the city of Aurora, the Aurora@Home collaborative organizations are committed to connecting residents to available services and implementing public policy and initiatives; and,

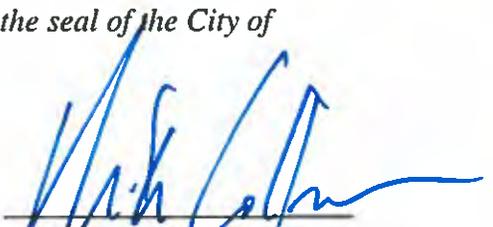
WHEREAS, the city of Aurora has sourced marijuana tax revenue of \$3 million annually to enhance outreach programs, such as House Aurora Partnership, to find lasting solutions for individuals and families experiencing homelessness, housing insecurity, and hunger.

WHEREAS, all Aurorans are encouraged to help their struggling neighbors by volunteering, donating blankets, coats, hats, gloves, and non-perishable foods, donating funds to the city's House Aurora Partnership, and to ask their leaders to commit to making homelessness and hunger history within our community.

NOW, THEREFORE, I, Mike Coffman, Mayor of the City of Aurora, do hereby proclaim November 12th – 20th as:

National Homeless and Hunger Awareness Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 4th day of November 2022.



Mike Coffman, Mayor
Aurora, Colorado



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to EXTEND A SINGLE SOURCE CONTRACT with GolfNow, Chicago, Illinois in the amount of \$69,000.00 for the Golf Course Point of Sale Software for the points of sale at the five City of Aurora owned golf courses through December 31, 2023.

Item Initiator: Heidi Ellis, Procurement Agent, Finance

Staff Source/Legal Source: Doug McNeil, Manager of Golf/ 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: N/A

Regular Meeting: 11/14/2022

Doug McNeil, Manager of Golf / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

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 first extension was approved by City Council on the January 10, 2022, Agenda Item #10.I.

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

The PROS Department has an annual requirement for the point of sale software subscription for the five City of Aurora owned golf courses.

A Request for Proposals was issued two years ago that resulted in a subsequent termination by the City due to significant technical and implementation problems with the awarded vendor's software system. The City returned to using the GolfNow (EZLinks) software as a Single Source contract with no customer service issues occurring.

GolfNow has submitted an annual renewal price quote in the total amount of \$69,000.00 for the subscription software, which is the same pricing as paid in 2022. Therefore, staff considers the GolfNow pricing to be fair and reasonable.

Based on the above, staff recommends extending the single source award to GolfNow for the annual subscription for Point of Sale Software for the Aurora golf courses in the not-to-exceed amount of \$69,000.00.

QUESTIONS FOR COUNCIL

Does City Council approve the single source award to GolfNow for the annual subscription for the Golf Course Point of Sales Software in the not-to-exceed amount of \$69,000.00?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower price (adjusted for inflation), and such extension is in the best interests of the City (City Code § 2-674(2), and City Code Section 2-672(a)(4)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this service will come from the 34402-Central Cashiering and 62300 Services-Technical.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A.



NOTICE OF COUNCIL MEETING

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the January 10, 2022 City Council Meeting 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

Live streamed at www.auroraTV.org

Cable Channels 8 and 880 in Aurora

Call: 855.695.3475

Provide comment during Public Invited to Be Heard, or to speak on a specific agenda item on the regular agenda

- Call the live public comment line at 855.695.3475 and once connected press *3 to reach the operator.
- The operator will ask which item the caller would like to speak on and place you in the queue for that item.
- The public comment call-in line will open at 6:00 p.m. the day of the Council Meeting.

Public Comment Call-In Deadlines

- Public Invited to Be Heard is at 6:30 p.m. Callers wishing to speak during the Public Invited to be Heard portion of the agenda must call in and be in the queue by 6:30 p.m.
- Comment on specific agenda items and public hearings must call in after 6:00pm and before the City Clerk reads the title of the item they wish to speak on. Once the Clerk reads the title, no additional calls for that item will be accepted.

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. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, January 10, 2022 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.)

- 10.i. **On-call Support and Consulting Services on the Water Department’s Customer Billing Software** 106
- Consideration to EXTEND A SINGLE SOURCE CONTRACT to Shibumi Consulting Services LLC, Tempe, Arizona in the not-to-exceed amount of \$175,000.00 for on-call support and consulting services on the Water Department’s customer billing software through December 31, 2022
- Jo Ann Giddings, Deputy Director of Business Services, Aurora Water/Ian Best, Assistant City Attorney
- 10.j. **Consideration to AWARD A SOLE SOURCE CONTRACT to Superior LLC, Lake Mary, Florida in the amount of \$90,075.00 for annual software support on the Water billing system through October 31, 2022.** 113
- Jo Ann Giddings, Deputy Director of Business Services, Aurora Water / Ian Best, Assistant City Attorney
- 10.k. **Fuel Pricing Lock** 116
- Consideration to AUTHORIZE STAFF TO LOCK FUEL PRICES THROUGH A COMPETITIVE PROCESS that will lead to the award of a competitively bid contract to selected vendor(s) in the not-to-exceed amount of \$3,000,000.00 to cover the cost of motor vehicle fuel as required citywide for calendar year 2023
- Staff requests a waiver of reconsideration due to current volatility in the fuel market.
- Ronnie Forrest, Public Works Fleet Manager/Ian Best, Assistant City Attorney
- 10.l. **Consideration to EXTEND A SINGLE SOURCE AWARD for the annual subscription of golf point of sale software in the not-to-exceed amount of \$69,000.00 to Golf Now, Chicago, IL through December 31, 2023.** 122
- Doug McNeil, Manager of Golf/Ian Best, Assistant City Attorney
- 10.m. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction, Inc. in a not-to-exceed amount of \$316,846.00 for Colfax Streetscape Improvements; Project 5861A the.** 126
- Philip Nachbar, Planning and Development Services Project Manager/Dave Lathers, Senior Assistant City Attorney.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Republic Services of Denver, Commerce City, Colorado in the amount of \$113,000.00 for Trash Collection – South Side of the City through August 31, 2023. B-4615

Item Initiator: Cyndi Winner – Procurement Agent - Finance

Staff Source/Legal Source: Lynne Center – Deputy Director PW /David 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Lynne Center, Deputy Director of Public Works / David Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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.)*

Council approved the previous award to Republic Services of Denver in the not-to-exceed amount of \$109,295.92 for Trash Collection – South Side of the City on September 13, 2021, Agenda Item 10i.

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

Public Works has a requirement for Trash Collection for the South Side of the City. Republic Services of Denver is our current provider for trash collection. This is year two of a potential three-year agreement.

Republic Services of Denver’s pricing has increased by 3% from the previous award. Given the Municipal Cost Index (MCI) is up 9.89% for the prior 12-months ending July 2022, the pricing is considered to be fair and reasonable.

Based on the above, it is staff's recommendation to extend the competitively bid contract to Republic Services of Denver, Commerce City, Colorado in the amount of \$113,000.00 for Trash Collection – South Side of the City.

QUESTIONS FOR COUNCIL

Does City Council approve the extension of a competitively bid contract to Republic Services of Denver in the amount of \$113,000.00 for Trash Collection – South Side of the City through August 31, 2023?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower price (adjusted for inflation), and such extension is in the best interests of the City (City Code § 2-674(2), and City Code Section 2-672(a)(4)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The Trash Collection – South Side of the City was budgeted and will be paid from Org 99016

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

7. **PROCLAMATIONS OR CEREMONIES**

7.a. Constitution Week

Mayor Coffman read the proclamation declaring September 10 -17, 2021 as Constitution Week.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

Council heard public call-in testimony on non-agenda related items.

9. **ADOPTION OF THE AGENDA**

Motion by Marcano, second by Lawson, to adopt the agenda as presented.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. Consideration to AWARD A COMPETITIVELY BID CONTRACT with GRANITE INLINER LLC, Kiowa, Colorado in the amount of \$1,179,816.00 for the Interceptor CuredIn-Place-Pipe (CIPP) from 33rd Place South to 30th Ave and Sand Creek, Project No. 5778A.

Andrea Long, Senior Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.b. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Dewberry Engineers, Inc. in the amount of \$418,335.00 for providing Engineering Services for the Quincy Road Waterline Appurtenance Rehabilitation Project, Project No. R-2101

Dean Bedford, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.c. Whispering Pines for the sanitary sewer improvements

Sanitary Sewer Improvements Construction and Cost Reimbursement Agreement for Whispering Pines in the not to exceed reimbursement amount of \$77,993.98

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

- 10.i. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Republic Services of Denver, Commerce City, Colorado in the amount of \$109,295.92 for Trash Collection Services in the South Side of the City through August 31, 2022. B-4615 Lynne Center – Deputy Director PW / Ian Best, Assistant City Attorney

Motion by Marcano, second by Coombs, to approve item 10i.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Lawson, Marcano, Murillo

- 10.j. Consideration to AWARD A SINGLE SOURCE CONTRACT to Energy Management Corporation, Denver, Colorado, in the amount of \$101,295.00 for the purchase and installation of three variable frequency drives (VFD).

Mike Mills, Manager of Water Ops and Maint., Aurora Water / Ian Best, Assistant City Attorney

- 10.k. Consideration to AWARD A SOLE SOURCE CONTRACT to Life Technologies Corporation, Grand Island, New York in the amount of \$218,571.84 for DNA Laboratory Supplies and Instrument Service Agreement for the Unified Metropolitan Forensic Crime Lab

Tim Dufour – Police Lieutenant – Police / Ian Best, Assistant City Attorney

Motion by Gruber second by Berzins, to approve items 10a – 10g and 10j - 10k.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

Mayor Coffman called for a brief recess of Council to allow staff to provide public call-in line instructions.

11. **RESOLUTIONS**

- 11.a. Property Acquisition for I-70 at Picadilly Road Interchange Project

R2021-99 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE I-70/PICADILLY ROAD INTERCHANGE PROJECT

Hector Reynoso, Real Property Services Division Manager / Michelle Gardner, Senior Assistant City Attorney

Hector Reynoso, Real Property Services Division Manager, provided a summary of the item.

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Republic Services of Denver, Commerce City, Colorado in the amount of \$130,000.00 for Trash Collection – North Side of the City through August 31, 2023.

Item Initiator: Cyndi Winner – Procurement Agent - Finance

Staff Source/Legal Source: Lynne Center – Deputy Director PW /David 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Lynne Center, Deputy Director of Public Works /David Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

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.)*

Council approved the previous award to Republic Services of Denver in the not-to-exceed amount of \$125,679.72 for Trash Collection – North Side of the City on September 13, 2021, Agenda Item 10h.

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

Public Works has a requirement for Trash Collection – North Side of the City. Republic Services of Denver is our current provider for trash collection. This is year two of a potential three-year agreement.

Republic Services of Denver pricing increased by 3% from the previous award. Given the Municipal Cost Index (MCI) is up 9.89% for the prior 12-months ending July 2022, the pricing is considered to be fair and reasonable.

Based on the above, it is staff's recommendation to extend a competitively bid contract to Republic Services of Denver, Commerce City, Colorado in the amount of \$130,000.00 for Trash Collection – North Side of the City.

QUESTIONS FOR COUNCIL

Does City Council approve the extension of a competitively bid contract to Republic Services of Denver in the amount of \$130,000.00 for Trash Collection – North Side of the City through August 31, 2023?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower price (adjusted for inflation), and such extension is in the best interests of the City (City Code § 2-674(2), and City Code Section 2-672(a)(4)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The Trash Collection – North Side of the City was budgeted and will be paid from Org 99016

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

7. **PROCLAMATIONS OR CEREMONIES**

7.a. Constitution Week

Mayor Coffman read the proclamation declaring September 10 -17, 2021 as Constitution Week.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

Council heard public call-in testimony on non-agenda related items.

9. **ADOPTION OF THE AGENDA**

Motion by Marcano, second by Lawson, to adopt the agenda as presented.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. Consideration to AWARD A COMPETITIVELY BID CONTRACT with GRANITE INLINER LLC, Kiowa, Colorado in the amount of \$1,179,816.00 for the Interceptor CuredIn-Place-Pipe (CIPP) from 33rd Place South to 30th Ave and Sand Creek, Project No. 5778A.

Andrea Long, Senior Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.b. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Dewberry Engineers, Inc. in the amount of \$418,335.00 for providing Engineering Services for the Quincy Road Waterline Appurtenance Rehabilitation Project, Project No. R-2101

Dean Bedford, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.c. Whispering Pines for the sanitary sewer improvements

Sanitary Sewer Improvements Construction and Cost Reimbursement Agreement for Whispering Pines in the not to exceed reimbursement amount of \$77,993.98

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water /
Christine McKenney, Client Group Manager

10.d. Whispering Pines for the water system improvements

Water System Improvements Construction and Cost Reimbursement Agreement for
Whispering Pines Water System in the not to exceed amount of \$991,713.91.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water /
Christine McKenney, Client Group Manager

10.e. Consideration to AWARD A SINGLE SOURCE CONTRACT to Glacier Construction Co.,
Inc., Greenwood Village, Colorado in the amount of \$201,608.00 for the 2021
Valve & Vault Rehabilitation Project, Project No. 5855A.

Marena Lertch, Manager Water Services Operations / Brian Rulla Assistant City
Attorney

10.f. Jacobs - Alameda Outfall & Dakota Ave. Storm Improvements

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Jacobs Engineering,
Englewood, Colorado in the amount of \$349,099.00 for providing engineering
services for an Alternatives Analysis on the Alameda Outfall & Dakota Ave.
Tributary Storm Improvements Project, Project NO. R-2082

Tony Tran, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.g. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Colorado Petroleum,
Denver, Colorado in the not to exceed amount of \$120,000.00 for vehicle
lubricants, greases, and liquids as required by Fleet Services through July 31, 2022.

Ronnie Forrest – Fleet Manager – Public Works / Ian Best, Assistant City Attorney

10.h. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Republic Services of
Denver, Commerce City, Colorado in the amount of \$125,679.72 for Trash
Collection Services in the North Side of the City through August 31, 2022. B-4614
Lynne Center – Deputy Director PW / Ian Best, Assistant City Attorney

Council Member Hiltz recused herself from Items 10h and 10i.

Motion by Coombs, second by Bergan, to approve item 10h.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Lawson,
Marcano, Murillo

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*



CITY OF AURORA

Council Agenda Commentary

Item Title: ARPA Nonprofit Grant Agreements
Item Initiator: Christina McClelland, Grant Development Manager
Staff Source/Legal Source: Christina McClelland, Grant Development Manager / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title: ARPA Nonprofit Grant Agreements
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name
- Staff source name and title / Legal source name and title: Christina McClelland, Grant Development Manager / Hanosky Hernandez, Sr. Assistant City Attorney
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time for Study Session: N/A

Christina McClelland, Grant Development Manager / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

At the January 29, 2022 winter workshop, Council approved an ARPA funding allocation of \$2.5 million for a nonprofit grant program. At the Study Session on March 21, 2022, Council approved the criteria and approach presented by staff to utilize ARPA funds for the nonprofit grant program. At the Study Session on October 3, 2022, Council approved and directed staff to move forward with the recommended ARPA Nonprofit Grants.

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

At the Study Session on October 3, 2022, Council approved and directed staff to move forward with the 23 recommended ARPA Nonprofit Grants. The following agreements are attached for Council consideration. Should these be approved, agreements will be executed and grant periods will begin.

- Downtown Aurora Visual Arts - \$25,000
- Issues of Life Church Ministries Aurora- \$100,000
- Tigray-Ethiopian Community Association in Colorado - \$250,000
- Brothers Redevelopment, Inc. - \$30,000
- Rocky Mountain Welcome Center - \$10,000
- You be You Early Learning - \$85,000
- RISE Colorado - \$175,000
- Aurora Public Schools Foundation - \$25,000
- African Chamber of Commerce Colorado USA - \$75,000
- Metro Community Provider Network, Inc. (dba STRIDE Community Health Center) - \$250,000
- Mi Casa Resource Center - \$152,905
- Caring Voices - \$32,630
- Aurora Interchurch Task Force Inc - \$200,000
- East Colfax Community Collective - \$313,598
- New American College - \$ 10,000
- A Little Help - \$85,000
- Boys Hope Girls Hope of Colorado - \$50,000
- Aurora Community Connection - \$40,000
- Colorado Alliance for Health Equity and Practice - \$50,000
- Dedicated to Aurora's Wellness and Needs (dba DAWN) - \$227,567
- Mosaic Unlimited, Inc - \$188,300
- Rocky Mountain Youth Medical and Nursing Consultants LLC - \$75,000
- Community Enterprise Development Services - \$50,000

QUESTIONS FOR COUNCIL

Does Council wish to approve the ARPA nonprofit grant agreements for the projects approved at the 10/3 Study Session?

LEGAL COMMENTS

In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or “ARPA”) the US Congress allocated money to local government for various purposes. The Department of the Treasury issued Rule

2021-10283 discussing the lawfully permitted uses of the funds allocated by the US Congress. Council has discretion to provide the necessary funding for the programs or needs across the city that have been impacted by the Covid-19 pandemic. The Council has found that providing funds for the community organizations listed in this item in the form of grants fulfills these purposes. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Federal ARPA funds will be disbursed to approved nonprofit grantees.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Federal ARPA funds will be disbursed to approved nonprofit grantees.

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Downtown Aurora Visual Arts, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): N/A. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **twenty-five thousand dollars and zero cents (\$25,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	Downtown Aurora Visual Arts 1405 Florence St. Aurora, CO 80010
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

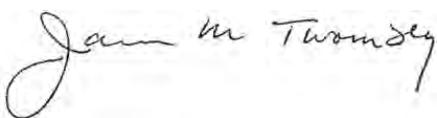
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT*Krista Robinson*

Executive Director

EXHIBIT A**SCOPE OF SERVICES**

A. Principal Tasks

Title of project/program

DAVA Community Art Center

Description of project/program

One of DAVA's ongoing challenges is to maintain our 8,000 square foot facility and keep it safe and comfortable for the families we serve. With year-round programming and up to 100 kids on-site each day, our classrooms and systems experience a lot of wear and tear. Running programs at full capacity depends directly on keeping heating, cooling, and ventilations systems working properly. As mentioned in the financial section of the narrative above, in the last month, two of DAVA's HVAC units broke down, leaving classrooms so hot we cannot hold programs on 100 degree days; and a full property assessment (conducted in March 2022) concluded that our two boilers need to be replaced this year. This ARPA grant proposal addresses support for HVAC repair and boiler replacement so that DAVA can continue to offer full programming for students in a comfortable environment. We have already received the necessary estimates (totaling approximately \$50,000), which are being reviewed by DAVA's Board of Directors this month, and we are hopeful that we will be able to raise the funds to make these critical repairs in the coming months. Over the years, we have not only valued the City of Aurora's support for DAVA's programming, but also our facility, which is a cornerstone for youth in this community. Our original 1952 building was acquired through a Community Development Block Grant (CDGB) in 1996. CDGB + CEEP grant funds then allowed us to renovate our Job Training Studio in 2011-2012, kicking off DAVA's larger capital campaign to renovate our entire building by 2016. DAVA's transformation has solidified our standing as a community institution and created one of the top arts facilities in the region. For the purposes of this proposal, we refer to the specific "project" as support for HVAC repair and boiler

replacement. However, in the remainder of the grant narrative, we feel it is more appropriate to provide highlights about the results and impact of our “programs” offered at DAVA – all of which depend on maintaining our facility and a positive learning environment.

Describe your project/program timeline and anticipated schedule of completion.

We hope to complete the HVAC repairs as soon as possible and replace the boilers by the end of the year, as heating ramps up for the colder months. Estimates for this work have been received, and a contractor will be selected by the end of the month.

How will you measure the success and impact of this program or project?

DAVA measures the success of our programs with a year round system of qualitative and quantitative evaluation methods that center on participant experience and growth. We routinely track demographic data and attendance for all of our program participants, and staff provides constructive direction for youth during performance reviews each semester. Our internal data collection captures each visit to class, which is a proven best practice in tracking student skill-building and progress. Each year, we also use a National Research Center (NRC) Youth Outcomes Toolkit to measure students’ 21st Century skill development. This evaluation tool, along with input from DAVA Youth Advisory Committee meetings and parent surveys, provides staff with valuable feedback that can be immediately incorporated into program improvement. Our commitment to being responsive to the needs of the families and youth we serve is unwavering. We base our success on programs full of students who return day after day, year after year to engage in the arts.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/5470463f-7504-ed11-82e4-002248087522/3dde7168-56f6-ec11-bb3d-6045bd00d4ec\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/5470463f-7504-ed11-82e4-002248087522/3dde7168-56f6-ec11-bb3d-6045bd00d4ec)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid,

- and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
 3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
 4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
 5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
 6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
 7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;

5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Downtown Aurora Visual Arts (DAVA)

Proposal/Program Title: DAVA Community Art Center

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		25,000	25000
Government Grants			0
Foundation Grants			0
Individual Support		16150	16150
Corporate Support		10000	10000
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		51150	0 51150

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			0
Program Supplies and/or Equipment			0
Capital*		51150	51150
Contractors/Consultants			0
Other Program Costs			0
TOTAL Proposed Project/Program Expenses		51150	0 51150

*HVAC Repairs and Boiler Replacement may not qualify as Capital, but they are not program expenses, so this could be revised. Thank you!

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	ARPA Grant Funds			
Government Grants				
Foundation Grants				
Individual Support	Select Individual Donors Select Corporate Sponsors			
Corporate Support	are being approached.			
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel				
Program Supplies and/or Equipment				
	HVAC Repair Estimate: \$5,790 and Boiler Replacement Estimate: \$45,360			
Capital				
Contractors/Consultants				
Other Program Costs				

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Issues of Life Church Ministries Aurora, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): HWGJEDYA5GJ8. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **one hundred thousand dollars and zero cents (\$100,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

- City
 - City of Aurora, Colorado
 - Attn: Controller
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- With a copy to:
 - Office of the City Attorney
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- Subrecipient
 - Issues of Life Church Ministries Aurora
 - 887 S Evanston Circle
 - Aurora, CO 80012

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Community Life Services

Description of project/program

Provide Community Life Services such as tutoring for grades 2-8, food bags, gas, rent, utility assistance, job search assistance as well as computer classes. Provide Youth Services programs during the summer months.

Describe your project/program timeline and anticipated schedule of completion.

We expect to be up and running in August 2022 with providing food bags, rent/utiility assistance, transportation vouchers, computer classes and assistance with job search. August 2022 with no end of completion. Continous service as long as we're able to do so.

How will you measure the success and impact of this program or project?

We will an online registration process with monthly tracking/follow-up. Our measure of success is to help 1 in any given week/month. To know that our stakeholders/marketing flyers/social media to get the word out and how people respond.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaaauracityco.powerappsportals.com/entity/annotation/9280bf60-b254-ed11-bba2-000d3a31c665/e30a779b-5ffd-ec11-82e5-000d3a3ba323\)](https://arpaaauracityco.powerappsportals.com/entity/annotation/9280bf60-b254-ed11-bba2-000d3a31c665/e30a779b-5ffd-ec11-82e5-000d3a3ba323).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: **Issues of Life Church Ministries Aurora**

Proposal/Program Title: **Community Life Services**

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request	\$50,000.00	\$50,000.00	\$100,000.00
Government Grants			\$0.00
Foundaon Gr ants			\$0.00
Individual Support			\$0.00
Corporate Support			\$0.00
Earned Revenue (including events, fees, contract revenue)			\$0.00
In-Kind Donaons			\$0.00
Other			\$0.00
TOTAL Proposed Project/Program Revenue	\$50,000.00	\$50,000.00	\$100,000.00

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel	\$13,000.00	\$13,000.00	\$26,000.00
Program Supplies and/or Equipment	\$2,000.00	\$2,000.00	\$4,000.00
Capital			\$0.00
Contractors/Consultants			\$0.00
Other Program Costs	\$35,000.00	\$35,000.00	\$70,000.00
TOTAL Proposed Project/Program Expenses	\$50,000.00	\$50,000.00	\$100,000.00

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	\$50,000.00	All funds to support the Life Services for the Community	\$50,000.00	All funds to support the need of Life Services for the Community
Government Grants				
Foundaon Gr ants				
Individual Support				
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donaons				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$13,000.00	receptionist and project coordinator	\$13,000.00	receptionist and project coordinator
Program Supplies and/or Equipment	\$2,000.00	printer ink, postcards, stamps, paper	\$2,000.00	printer ink, postcards, stamps, paper
Capital				
Contractors/Consultants				

Other Program Costs	\$35,000.00	rent, utility, grocery, bus pass assistance, indirect space/utilities/wifi/Webex online meetings	\$35,000.00	rent, utility, grocery, bus pass assistance, indirect space/utilities/wifi/ Webex online meetings
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SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Tigray-Ethiopian Community Association in Colorado, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): DPQ6P9T3EA53. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **two hundred and fifty thousand dollars and zero cents (\$250,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

- City
 - City of Aurora, Colorado
 - Attn: Controller
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- With a copy to:
 - Office of the City Attorney
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- Subrecipient
 - Tigray-Ethiopian Community Association in Colorado
 - 11182 e Mississippi Ave
 - Aurora, CO 80012

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

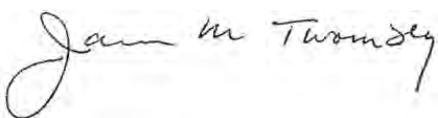
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Milletetsega Birhanemaskel

President

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Community Building Project

Description of project/program

The community building project for the Tigray-Ethiopian Community Association in Colorado comes at a pivotal time for the community. The members pooled their resources to purchase the acre of land just prior to COVID. The land is valued at more than \$750,000 today. Tigrayans, whose families are facing genocide in their homelands, have come together again post-COVID to rebuild the only place they know as home today in Colorado. The development project consists of a 24,000 square foot, 2-story building. The building project would include 4 retail store fronts for business incubation and business training; a full gym and flex space for our youth engagement; classrooms for our cultural and language classes; and a full event space on the second floor to be used for performances, community event space, conferences and more. The building project has already begun with an architect identified, rough plans, all soil and environmental studies completed. The next phase is permitting and utilities buildout. The completed project puts the association in a position to serve a greater number in the community of more than 35,000 Tigrayan-Ethiopians.

Describe your project/program timeline and anticipated schedule of completion.

The building project has already started in that rough drawings are complete, the environmental study, soil study and asbestos testing has been completed. An architect is already engaged and ready to move forward. Once grant funding is secured, community matches are triggered and we will start with permits, demolition and utilities building. The total building project is projected to take 18 months.

How will you measure the success and impact of this program or project?

The building project is a tangible asset so measuring completion is straight forward. The project is broken up into phases. The first phase is complete and involves all of the environmental studies. The second phase is architectural drawings and permitting. The third phase is the utilities installation and framing. The fourth phase completes the building through interior finishes. The grant and matching funds will take the building project through most of phase 3. The remainder of the project will be funded through a loan from a lending partner that has provided a letter of interest. The success is measured by meeting the milestones detailed in our building project outline. The impact will be measured upon completion of our project and ongoing by evaluating community membership enrollment, use of facilities, number of events booked among other variables. We are limited in the number of people who can fit in our current 1-room schoolhouse so those numbers are expected to increase immediately upon completion of the building project.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/806d84d4-2c8a-3201-8a2d-6fd3c6533c48/60375eb0-5c01-ed11-82e4-002248087dcc\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/806d84d4-2c8a-3201-8a2d-6fd3c6533c48/60375eb0-5c01-ed11-82e4-002248087dcc).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by

disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which

any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Proposed Project/Program Revenue: Tigray-Ethiopian Community Association in Colorado Community Building

Category	Amount Year		Amount	
	1	Explanation Year 1	Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	250000	Funds will be used to get through most of Phase III of the building, which includes final drawings, permits, utilities and framing	0	
Government Grants Foundation Grants				
Individual Support Corporate Support	250000	Funds will be used to get through most of Phase III of the building, which includes final drawings, permits, utilities and framing	200000	Funds will be used to get through most of Phase III of the building, which includes final drawings, permits, utilities and framing
Earned Revenue (including events, fees, contract revenue)			246000	Funds will be generated in the first 6 months from the rental fees, increased membership, retail incubation leases, gym memberships
In-Kind Donations				
Other			1300000	Funds will be used to complete building and interior finishes

Proposed Project/Program Expenses

Category	Amount Year		Amount	
	1	Explanation Year 1	Year 2	Explanation Year 2
Personnel			65000	An executive director, PT assistant, event security will start at the end of the building project. This is anticipated to start at 18 months
Program Supplies and/or Equipment			150000	This is the anticipated cost for PPE for the gym and event center
Capital	500000	Funds will be used to get through most of Phase III of the building, which includes final drawings, permits, utilities and framing	1500000	Funds will be used to complete building and interior finishes
Contractors/Consultants				
Other Program Costs			31000	This is a contingency for misc costs, technology purchases, cleaning services needed to run the expanded programs platforms

Organization Name:
Proposal/Program Title:

Tigray-Ethiopian Community Association in Colorado
 Community Building Project

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request	250000	0	250000
Government Grants			0
Foundation Grants			0
Individual Support	250000	200000	450000
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)		246000	246000
In-Kind Donations			0
Other		1300000	1300000
TOTAL Proposed Project/Program Revenue	500000	1746000	2246000

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		65000	65000
Program Supplies and/or Equipment		100000	100000
Capital	500000	1500000	2000000
Contractors/Consultants			0
Other Program Costs		81000	81000
TOTAL Proposed Project/Program Expenses	500000	1746000	2246000

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Brothers Redevelopment, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): C85UDE8953E6. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **thirty thousand dollars and zero cents (\$30,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
Subrecipient	Brothers Redevelopment, Inc. 2250 Eaton Street Lvl B Denver, CO 80214

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

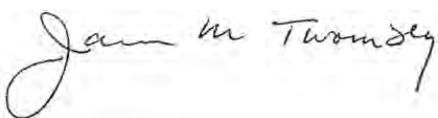
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Jeff Martinez

President

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

BRI Home Modifications and Paint-A-Thon Vehicle

Description of project/program

BRI Programming allows low-income (owner occupied) homeowners in Aurora to have access to health, safety and accessibility related home repair and modification projects completed that would otherwise be unaffordable, saving these homeowners thousands of dollars. Common repairs include ramps, grab bars, handrails, stair lifts, bathroom modifications, electrical, plumbing, HVAC, roof and gutter repairs, and other minor repairs as needed. The Paint-A-Thon (PAT) program offers home exterior painting, minor home repairs, and yard cleanup/maintenance for low-income senior and disabled adult homeowners. This work is done with help from hardworking volunteer groups from May through October every year. PAT staff coordinate repairs for senior and disabled homeowners in need of services via volunteer groups, materials, and any additional labor. This request is specifically to provide PAT services to aging residents in the City of Aurora. The programs operate as follows: (1) BRI staff send a program application to elderly and disabled Aurora residents who are interested in the program; (2) BRI staff screen applications and determine eligibility; (3) If eligible, a home assessment is conducted, and cost estimate is prepared; (4) BRI selects homeowners based upon the work needed and funds available; (5) BRI recruits local volunteer teams from corporate, civic, religious, and school communities; (6) Work is scheduled, volunteer teams are assigned, and supplies are furnished; (7) Volunteers paint the home of the

senior during their scheduled day; (8) A post-project evaluation is presented to the client upon completion or work; (9) Finally, BRI staff refer clients to additional resources as necessary. BRI has dedicated Home Modification Repair and Paint-A-Thon crews, facilities, fleet, and fabrication shop that is exclusively available for project needs, essentially serving as a fully functional general contracting company. There has been increasing community need in Aurora, which requires a great deal of wear and tear on our current fleet of vehicles. With our current vehicles becoming less reliable, (six trucks broke down last summer) we have an urgent need for new commuter vehicles that can safely transport staff and supplies to homes in need of repairs in Aurora. Our fleet consists of 11 vans and trucks, 1996 being the oldest and 2008 being the newest. Aurora grant funds are requested to contribute to the purchase of at least one vehicle, with a total goal of six replaced this year.

Describe your project/program timeline and anticipated schedule of completion.

All BRI programming is ongoing and available to Aurora residents now. Within 90 days of notice of award and contract execution funds will be fully expended, and at minimum, one vehicle purchased.

How will you measure the success and impact of this program or project?

Information is compiled along with data to determine and identify program needs and purpose service/process improvement. All caller/project/client data is tracked in the agency database. Clients are provided with a survey to evaluate their experience; Client evaluation forms are reviewed and results are used to improve the program and caller experience. BRI has a robust tracking and data collection point system used by all the housing navigators. Demographics and AML information is collected from callers willing/able to identify themselves. All program managers produce monthly reports which reflect the monthly activities and results which allow leadership to evaluate the success of the programs monthly and works to collect the specific type of data to help determine the degree of increasing and changing housing needs the community experiences. Meetings are held on a regular basis and as needed to address program issues as they arise. Financials are reviewed by the Executive Board and the president monthly to ensure that income and expenditures are within the allowable variances. Measuring Impact and evaluation is an essential component of the organizations success. Evidence from evaluation suggests that BRI programs result in community wide impact with outcomes that have resulted in significant, visible improvement in area neighborhoods and communities. Thanks to the established interconnectedness between all BRI's programs, housing resource navigators track client data for all clients, information is logged in the agency database and used to make program improvements. Initial and final project inspection reports are completed; all clients are invited to complete a client evaluation form and the data collected is compiled, reviewed and the results are used to improve the program. Among other things, we measure client satisfaction and the quality of work completed the change in demand for our services and positive outcomes experienced by our clients. To date, success is measured in many ways: through the number of clients assisted, projects completed, amount of funds leveraged, number of referrals to BRI programs and trusted partnering agencies and improved quality of life.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: *fetching link to the approved budget document...*

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

BROTHERS REDEVELOPMENT
 HOME MODIFICATION AND PAINT-A-THON VEHICLE

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		30,000	0 30000
Government Grants			0
Foundation Grants			0
Individual Support			0
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		30000	0 30000

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			0
Program Supplies and/or Equipment		30000	30000
Capital			0
Contractors/Consultants			0
Other Program Costs			0
TOTAL Proposed Project/Program Expenses		30000	0 30000

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	30,000	Grant funds are requested to contribute to purchase of a vehicle		
Government Grants				
Foundation Grants				
Individual Support				
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel				
Program Supplies and/or Equipment	30,000	Grant funds are requested to contribute to purchase of a vehicle		
Capital				
Contractors/Consultants				
Other Program Costs				

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Rocky Mountain Welcome Center, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): jfujv7fe8y62. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **ten thousand dollars and zero cents (\$10,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
Subrecipient	Rocky Mountain Welcome Center 10760 E Iliff Ave Aurora, CO 80014

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Rocky Mountain Scholars

Description of project/program

Rocky Mountain Scholars (RMS) provides reading instruction to immigrant/refugee students (grades 1st -6th) who are one or more years behind in reading at their grade level. RMS provides students with 40 hours of tutoring, twice weekly for 2 hours during each ten-week session. It is expected that students will gain a minimum of nine weeks progress in reading per session of attendance. Each class provides instruction time and computer lab time to reinforce topics taught by our teachers. Learned concepts are reinforced through cutting-edge technology such as Achievement Technology’s Star Reading computer software, an award-winning series that strengthens the fundamental skills of Reading Vocabulary, Comprehension and Phonics. Teachers and volunteers use guided reading, and two programs: Raz-Kids, which provides animated reading with pronunciation and vocabulary support; and Learning A to Z, books and worksheets with interactive components. RMWC’s Rocky Mountain Scholars’ goals are to help refugee and immigrant children reach and exceed grade level expectations in reading according to Colorado standards. Outcomes for each session include: 98% of children will show success in literacy gains 100% of children will demonstrate increased self pride and love of reading. 100% of children will receive at least 10 age appropriate books to take home. RMWC is currently developing a partnership with Aurora Housing Authority to provide programming on site at one of their properties beginning in fall 2022.

Describe your project/program timeline and anticipated schedule of completion.

Funding from the City of Aurora will contribute to a minimum of two Rocky Mountain Scholar cohorts, or a total of 24 students and their parents. Each cohort consists of 10-week sessions with 2-two hour classes per week. First session is expected to begin in September 2022 in partnership with the Aurora Housing Authority. Second session is expected to be held in the Winter or Spring either at the Rocky Mountain Welcome Center or AHA's facility.

How will you measure the success and impact of this program or project?

RMWC understands the importance of evaluation to assess the effectiveness and impact of its programs, as well as reporting to our constituents. Every program developed by RMWC collects data to measure the impact of each program on the community, as well as the individuals served. This is done through the use of surveys, interviews and observations made by staff, as well as the documentation of progress made through learning and assessments. Specific program data will be collected for RMS, including attendance, pre-and post- testing, skills assessments, and outcomes. This program seeks to help immigrant and refugee students (grade 1-6) reach grade-level expectations in reading, which will have a tremendous impact in the future of the children. Relevant data for the evaluation of RMS will be collected to assure the progress on the reading level of every child. Results from recent programming showed that for those students who attended at least 90% of the cohort session 81% made measurable gains in academic achievement advancing at least 9 weeks in reading per session of attendance. We hope to maintain and exceed these outcomes.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/_entity/annotation/ef308dec-5202-ed11-82e4-002248087dcc/a1ec06cf-4d02-ed11-82e4-002248087522\)](https://arpaauracityco.powerappsportals.com/_entity/annotation/ef308dec-5202-ed11-82e4-002248087dcc/a1ec06cf-4d02-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices

- revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
 3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
 4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
 5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
 6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
 7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

- Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:
1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
 4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
 5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

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

Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may

be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Rocky Mountain Welcome Center
Proposal/Program Title: Rocky Mountain Scholars literacy program

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		\$10,000.00	\$10,000.00
Government Grants			\$0.00
Foundation Grants		\$20,000.00	\$20,000.00
Individual Support		\$10,000.00	\$10,000.00
Corporate Support			\$0.00
Earned Revenue (including events, fees, contract revenue)		\$500.00	\$500.00
In-Kind Donations		\$1,000.00	\$1,000.00
Other- Volunteers		\$1,118.00	\$1,118.00
TOTAL Proposed Project/Program Revenue		\$42,618.00	0 \$42,618.00

Proposed Project/Program Expenses			
(Request to Aurora Nonprofit grant)	Year 1	Year 2	Total
Personnel		\$5,600.00	\$5,600.00
Program Supplies and/or Equipment		\$1,000.00	\$1,000.00
Capital			\$0.00
Contractors/Consultants		\$2,400.00	\$2,400.00
Other Program Costs		\$1,000.00	\$1,000.00
TOTAL Proposed Project/Program Expenses		\$10,000.00	0 \$10,000.00

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	\$10,000.00	RMWC is requesting \$10K from the Aurora Nonprofit Grant Request		
Government Grants				
Foundation Grants	\$20,000.00	RMWC is currently seeking funding from the Denver Foundation, The Schlessman Foundation, The Rose Foundation, etc. RMWC currently has general operations support from individual donors		
Individual Support Corporate Support	\$10,000.00	supporting this project.		
Earned Revenue (including events, fees, contract revenue)	\$500.00	Earned revenue will include charging a sliding scale application fee to families who are eligible.		
In-Kind Donations	\$1,000.00	RMWC actively seeks donated books and school supplies for participants. RMWC utilizes volunteers and estimates their time at a rate of \$27.99 per hour. This estimate includes 20 hours of volunteer		
Other	\$1,118.00	contributions X 2 cohorts.		

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$5,600	\$6,000 will be used to contribute to the salary and fringe of RMWC's Youth Programs Coordinator (\$50,000 annual) or 11% annual.		
Program Supplies and/or Equipment Capital	\$1,000	Wil be used to purchase testing materials including; Curriculum A to Z, Star diagnostic test, Gates MacGinitie Reading Test for evaluation purposes		
Contractors/Consultants	\$2,400	\$4,000 will be used to support a contract literacy teacher at a rate of \$30/hour X 40 hours per cohort to allow for planning as well as instructon.		
Other Program Costs	\$1,000	Administrative costs including insurance and finacial audit at 10% of total program cost.		

\$10,000

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and You be You Early Learning, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): Q3T6KABXPAN3. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **eighty-five thousand dollars and zero cents (\$85,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	You be You Early Learning P.O. Box 390331 Denver, CO 80239
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

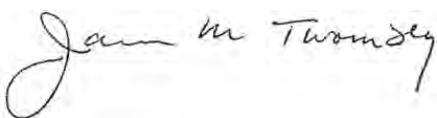
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Roya Brown

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Peoria Crossing Mobile Preschool

Description of project/program

You be You Early Learning is a teacher-led cooperative mobile preschool grounded in principles of diversity, equity, inclusion and social justice. We promote equity and access to early childhood education by eliminating cost and transportation barriers for families of historically marginalized communities. Our holistic, culturally responsive approach to teaching and learning aims to transform social, academic, and economic outcomes for young children, their families, and the communities we proudly serve. For the 2021-2022 school year, we partnered with Aurora Housing Authority to provide early childhood education programming year-round for young children ages 3-5 in two half-day classes, four days per week. Based on our success at Willow Park and community demand, we have now contracted with AHA to expand our services to a new location at Peoria Crossing, 3002 Peoria St., Aurora, CO 80010 in Adams County. We need to purchase a new RV or fifth wheel to convert to a mobile classroom for this new location. This new vehicle will enable us to expand and extend our inclusive programming to other local communities in north Aurora and beyond. We are applying for a capital grant to fund the purchase this vehicle.

Describe your project/program timeline and anticipated schedule of completion.

By 08/01/2022: Complete Planning for the Peoria Crossing Community
By 08/15/2022: Hire staff/ECE teacher
By 11/01/2022: Purchase an RV/ fifth wheel for the Peoria Crossing Community
By 11/01/2022 Purchase classroom materials and lesson plan activities
11/28/2022: Fall ECE classes begin
Conduct Winter ECE Classes: Nov 28, 2022- Mar 10, 2023 (12 Wks)
Conduct Spring ECE Classes: Mar 20, 2023- May 26, 2023 (10 Wks)
Conduct Summer ECE Classes: Jun 5, 2023 - Aug 11,

2023 (10 Wks) Conduct Fall ECE Classes: Aug 21, 2023 – Nov 17, 2023 (12 Wks) Conduct Winter ECE Classes: Nov 27, 2023- Mar 15, 2024 (12 Wks) Conduct Spring ECE Classes: Mar 25, 2024- May 24, 2024 (10 Wks) Conduct Summer ECE Classes: Jun 3, 2024 - Aug 9, 2024 (10 Wks)

How will you measure the success and impact of this program or project?

The impact and success of our programming will be measured using qualitative and quantitative measures. YbY measures program success using the following metrics. Numbers reached: Within the next year, we plan to offer 188 seats for enrollment in four 10–12-week sessions of ECE programming. Since families may enroll a child in back-to-back sessions, we have 188 enrollment opportunities (not necessarily 188 students). • Maintain 85% enrollment for each session Hold over 2,112 program hours • Offer ~48 hours/year of professional development to all teachers To measure the impact of our programming, we routinely conduct interviews and observational assessments, including Preschool Behavioral and Emotional Rating Scale (preBERS), Preschool and Kindergarten Behavior Scales-2nd Edition (PKSB-2), and Student-Teacher Relationship Scale (STRS). We also incorporate Teaching Strategies Gold, an authentic, ongoing observational system for assessing young children in the context of everyday experiences. Importantly, we survey students and families and use qualitative feedback to evaluate program impact. In the domains of science and social-emotional learning (SEL) we expect that: • students show increases in developmental milestones by 20-30%, indicating Kindergarten readiness • preschool students are on par with peers from conventional preschool programs • over 90% of parents report that our program meets or exceeds their expectations To date, some of our proudest moments as an organization have been: • Our first successful year of running ECE and afterschool programs at Willow Park Community has led to discussions of expanding our services to other housing authorities and a second location within the Aurora Housing Authority jurisdiction. • We have received consistently excellent feedback from students, families, the community, and Aurora Housing Authority vis-à-vis our holistic programming and extracurricular community events. • The amount of local and national media coverage we received in our first year of operation is remarkable and highlights our transformational work. YbY was featured in the Aurora Sentinel, Metro State University and Morgridge College of Education (University of Denver) publications, Denver 7 and Fox31 news. • Our Executive Director has been selected to serve as a volunteer in a panel to review and provide feedback on Colorado Kindergarten Mathematics assessments and End-of-PreK Standards. The Preschool Through 3rd Grade Office (P-3) at the Colorado Department of Education and the Office of Early Childhood (OEC) in the Colorado Department of Human Services have initiated efforts to conduct research on PreK and Kindergarten School Readiness assessments utilized in Colorado to understand alignment and coherence needs. Marzano Research is working in partnership with the OEC and P-3 staff to conduct activities in support of this project. • The success we've had with grants, most recently as a recipient of the Early Milestones CIRCLE grant.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/288dd00a-ac02-ed11-82e4-002248087dcc/92485bae-ab02-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/288dd00a-ac02-ed11-82e4-002248087dcc/92485bae-ab02-ed11-82e4-002248087522)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Aurora Community Connection

Proposal/Program Title: Dance & Martial Arts Health Classes for Aurora Residents

Proposed Project/Program Revenue				
	Year 1	Year 2	Total	
Aurora Nonprofit Grant Request	\$20,000	\$20,000	\$40,000	
Government Grants	\$12,000	\$15,000	\$27,000	
Foundation Grants	\$20,000	\$22,000	\$42,000	
Individual Support	\$2,000	\$2,000	\$4,000	
Corporate Support	\$5,000	\$5,000	\$10,000	
Earned Revenue (including events, fees, contract revenue)	\$1,271	\$1,271	\$2,542	
In-Kind Donations			0	
Other			0	
TOTAL Proposed Project/Program Revenue		\$60,271	\$65,271	\$125,542

Proposed Project/Program Expenses				
	Year 1	Year 2	Total	
Personnel	\$8,200	\$9,500	\$17,700	
Program Supplies and/or Equipment	\$8,471	\$9,500	\$17,971	
Capital			0	
Contractors/Consultants	\$41,200	\$43,271	\$84,471	
Other Program Costs	\$2,400	\$3,000	\$5,400	
TOTAL Proposed Project/Program Expenses		\$60,271	\$65,271	\$125,542

Proposed

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit	\$20,000	Supporting about 1/3 of program	\$20,000	Second anticipated year of funding from ARPA
Government Grants	\$12,000	Another City of Aurora grant and	\$15,000	Increased grant requests from government funders
Foundation Grants	\$20,000	Unrestricted foundation grants	\$22,000	Increased grant requests from foundation funders
Individual Support	\$2,000	Individual email campaign	\$2,000	Maintainance of individual funding
Corporate Support	\$5,000	Support from local bank and sma	\$5,000	Maintainance of corporatefunding
Earned Revenue	\$1,271	Small amount of program fees fo	\$1,271	Continued program income
In-Kind Donations				
Other				

Proposed

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$8,200	ACC Program staff support	\$9,500	Increase in program staff salaries
Program Supplies	\$8,471	Office installations, dance supplie	\$9,500	Increase in supply-cost due to inflation
Capital				
Contractors/Consult	\$41,200	Dance and martial arts instructor	\$43,271	Increase in instructor and location costs due to inflation
Other Program	\$2,400	Egagement & community outrea	\$3,000	Increase in outreach and administrative costs due to inflation

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and RISE Colorado, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): GD9BWY9ECM8. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **one hundred and seventy-five thousand dollars and zero cents (\$175,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	RISE Colorado 1595 Elmira St, Ste 201 Aurora, CO 80010
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

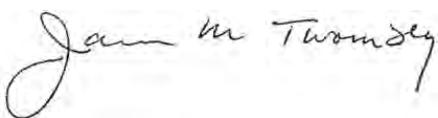
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Veronica Palmer

Co-Founder & CEO

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

RISE Colorado—Educate, Engage, Empower

Description of project/program

Our program acts as a bridge connecting Aurora's most impacted families to the crucial organizations providing the resources families need during this challenging time. Our Navigators and other staff help us to provide the holistic, wrap-around services through community partnerships to support families with food, mental health, housing assistance, direct cash assistance, and other essential needs. RISE aims to ensure that every member of the RISE Community has access to a therapist or counselor who understands their cultural identity and language while also being committed to fostering their mental and emotional resilience. Mental health issues have become more insidious and common since the pandemic and these issues are more prevalent in the populations we serve. The American Academy of Pediatrics actually declared a national adolescent mental health state of emergency in 2021 (<https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/>). The mental health and other direct supports we are providing are essential for this disrupted population. RISE offers free therapy sessions for RISE Family and Student Leaders with a therapist of choice to process this trauma. RISE integrates these holistic wellness and self-care practices and strategies into our organizational structure to support the health and sustainability of the staff. Under this grant, our program will support community members in Aurora, Colorado with Community Navigators and Mental Health and Wellness sessions with Family and Student Leaders. Our team will work with Family and Student Leaders to ensure they have access to the mental and emotional wellness supports that are appropriate for their individual needs. Our request to the City of Aurora

ARPA for this program includes eleven Community Navigators to connect the community in their native language to resources and four licensed therapists to conduct culturally responsive sessions with Family Leaders and Student Leaders. Four licensed and trained Therapists of color from will work alongside our RISE Team and Family Leaders in monthly wellness sessions (in the community's native language) to teach and equip Family Leader and Student Leaders with mental health and wellness tools to make their ability to work with community more robust. We will provide one-on-one and group interactions that support mental health and wellness. The curriculum guides students and families' members to solution building which will become a long-term skill to ensure their success. The model for this work was developed during the height of the pandemic, when RISE engaged Norka Ayllón, Licensed Professional Counselor (LPC), of Restorative Solutions Counseling to work alongside our RISE Team and Family Leaders in monthly wellness sessions. Norka met with family groups along with interpreters to facilitate free virtual group sessions in seven of Family Leaders' native languages about mental health and wellness. Family Leaders gained so much from the sessions that they requested to work with therapists from their own cultural and linguistic groups. Hence, RISE developed a plan alongside Norka to hire a Black therapist, Melody Brown, PhD for Black Family Leaders, a Nepali therapist, Shely Basnet, LCSW, LAC for the Bhutanese Nepali Family Leaders, and train the Community Organizers and Navigators from the Burmese, Karen, and Karenni communities on how to conduct mental health and wellness sessions in families' native languages.

Describe your project/program timeline and anticipated schedule of completion.

Pre-award: Identify existing community members who might benefit from Community Navigator and/or Student and Family Leaders who would work with the therapists on mental health and wellness tools. Year One 10/1/22 through 9/30/23: Community Navigators will conduct outreach/engage for referrals/services as appropriate while also tracking the progress. Community Navigators work is year-round. Staff will engage up to 700 community members in Educate, Engage, and Empower programming efforts and participate in ongoing community events to raise awareness. RISE will be tracking the progress on all components of programming. Family and Student Leaders will work with therapists to gain an understanding on how to utilize mental health and wellness tools. Mental health support is aligned with the school year, which runs from September to May. October 2023: Evaluation and reporting to the City of Aurora on the grant at close of the yearly funding period. Year Two 10/1/23 through 6/30/24: Community Navigators will conduct outreach/engage for referrals/services as appropriate while also tracking the progress. Community Navigators work is year-round. Staff will engage up to 700 community members in Educate, Engage, and Empower programming efforts and participate in ongoing community events to raise awareness. RISE will be tracking the progress on all components of programming. Family and Student Leaders will work with therapists to gain an understanding of how to utilize mental health and wellness tools. Mental health support is aligned with the school year, which runs from September to May. Fall 2024: Evaluation and reporting to the City of Aurora on the grant at close of the two-year funding period. Project Completion: This project is ongoing; however, there will be a close out period in Fall 2024 for evaluation and reporting on activities and learnings at the end of the two-year period.

How will you measure the success and impact of this program or project?

Our project success is measured by our ability to meet goals for community organizing, education, and building equity and inclusion. Measures of number of sessions and engagement relative to stated timeline and project budget will be measured as part of this effort. To measure our progress,

RISE gathers, tracks, and analyzes our data through both quantitative and qualitative methods. Our quantitative impact is tracked through our customized data platform on Salesforce which captures individuals and total engagements. Total engagements reflect individuals who attend multiple RISE events within a set time frame. Our greatest measure of success is when those most impacted by educational inequity are leading the movement for change in our public education system. For our End-of-Year survey, RISE Family and Student Leaders co-created our survey questions, administered it, and shared the findings with district officials. We will use this as a baseline to compare results during this grant period. The baseline survey found that out of 230 family respondents: *93% are very interested in learning more about educational inequity in the United States. *98% agreed or strongly agreed that their involvement with RISE had a meaningful impact on their family's lives. *67% reported that their student was now performing at or above grade level *85% agreed or strongly agreed that RISE empowered them to support their students in meeting academic goals and achieving success. Our Family and Student-led survey model also makes RISE a powerful partner for assessing multiple indicators that impact learning, and we have worked with school districts and McRel (a K-12 research service) to support our approach. In 2019, RISE partnered with Aurora Public Schools to complete a community education survey, which again can be used as a baseline for future analysis and program evaluation. Analysis of the data found that in order to equitably capture need and impact: *Centering the voices of families is essential. *The way you reach out determines who you reach, and who you reach determines what you learn. *Marginalized communities have unique responses and insights and were not reached by other methods; the RISE approach reaches marginalized communities while other approaches did not.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/_entity/annotation/22d06dec-8104-ed11-82e4-002248087522/74877922-d502-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/_entity/annotation/22d06dec-8104-ed11-82e4-002248087522/74877922-d502-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense

- account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
 3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
 4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
 5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
 6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
 7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

- Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:
1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
 4. Section 3 of the Housing and Urban Development Act of 1968, as amended;

5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

RISE COLORADO
 Community Navigators and Mental Health and Wellness sessions with Family & Student Leaders

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request	100,000	75,000	175,000
Government Grants			-
Foundation Grants	195,000	155,720	350,720
Individual Support			-
Corporate Support			-
Earned Revenue (including events, fees, contract revenue)			-
In-Kind Donations			-
Other			-
TOTAL Proposed Project/Program Revenue	295,000	230,720	525,720

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			-
Program Supplies and/or Equipment			-
Capital			-
Contractors/Consultants	295,000	230,720	525,720
Other Program Costs			-
TOTAL Proposed Project/Program Expenses	295,000	230,720	525,720

Proposed Project/Program Revenue

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	100,000	Current Grant Request	75,000	Current Grant Request
Government Grants		General Operating Grants from Local and National		General Operating Grants from
Foundation Grants	195,000	Foundations	155,720	Local and National Foundations
Individual Support				
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

Proposed Project/Program Expenses

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel				
Program Supplies and/or Equipment				
Capital				
		- 11 Community Navigators connect Aurora community in their native language to education, health, food and housing resources at \$25 per hour, 20 hours per week for 50 weeks for \$275,000.		- 11 Community Navigators connect Aurora community in their native language to education, health, food and housing resources at \$25.75 per hour, 20 hours per week for 38 weeks for \$215,270.
		- 4 Therapists of color host monthly group sessions in the community's native language to teach Family Leader and Student Leaders mental health and wellness tools.		- 4 Therapists of color host monthly group sessions in the community's native language to teach Family Leader and Student Leaders mental health and wellness tools. \$15,450
Contractors/Consultants	295,000	\$20,000	230,720	
Other Program Costs				

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Aurora Public Schools Foundation, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): Pending. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **twenty-five thousand dollars and zero cents (\$25,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City
 City of Aurora, Colorado
 Attn: Controller
 15151 East Alameda Parkway
 Aurora, Colorado 80012

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 Aurora Public Schools Foundation
 15701 E 1st Ave Suite 206
 Aurora, CO 80011

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

The Educator Emporium

Description of project/program

In 2021, the Aurora Public Schools Foundation opened the Educator Emporium to all Aurora Public Schools (APS) educators. The program was developed as a partnership between Aurora Public Schools Foundation, Aurora Public Schools Professional Learning Department, and District Credit Union. Further, the creation of this program stemmed from a significant in-kind donation from Wal-Mart (local store at Tower Rd.). Located at the District Credit Union, the Educator Emporium is open twice monthly for educators to “shop” for brand-new, free of charge school supplies throughout the year. Because demand for the resource is growing, the free store will be open three additional days before the start of the 2022-23 school year and twice a month for the remainder of the school year. Aurora Public Schools Foundation is seeking funding from the City of Aurora ARPA nonprofit grants, to purchase in-demand school supplies for the Educator Emporium.

Describe your project/program timeline and anticipated schedule of completion.

Summer 2022: Recruitment of 12 volunteers to staff the Educator Emporium in August 2022. The Educator Emporium will be open before the school year on August 3-4 for all educators to pick-up school supplies. It will also open for APS Child Development Centers on August 11, 2022. Fall Semester 2022: The Educator Emporium will be open a total of seven times in the fall semester, including one teacher work day. Typically, the Emporium will open on the second Tuesday and Wednesday of the month. Spring Semester 2022: The Educator Emporium will be open a total of seven times in the spring semester, including one teacher work day. Typically, the Emporium will open on the second Tuesday and Wednesday of the month. Ongoing activities: Staff will dedicate

time to organizing, hosting and managing volunteers for the Educator Emporium. Staff also purchase supplies, restock, and inventory the store on a regular basis. For the 2023-2024 school year, a similar schedule will be followed. With the anticipated increase in demand, Aurora Public Schools Foundation will continue to open the store more days as needed.

How will you measure the success and impact of this program or project?

During the first year of operations (2021-2022 school year), 50 Aurora Public Schools were served, including 4 Child Development Centers, 15 Elementary Schools, 7 K-8 Schools, 5 Middle Schools, and 4 High Schools. The Aurora Public Schools Foundation will measure success for this program through the following performance indicators: Objective: Increased engagement with APS educators with the Educator Emporium. Measure: The number of educators who visit the Educator Emporium and testimonials collected via educator survey. Objective: Increased community engagement and participation in the Educator Emporium. Measure: The number of volunteers recruited and participating, the number of community partners, surveys regarding the Educator Emporium.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/767fe37f-f602-ed11-82e4-002248087dcc/03d58d3b-f602-ed11-82e4-002248087522\)](https://arpaauracityco.powerappsportals.com/entity/annotation/767fe37f-f602-ed11-82e4-002248087dcc/03d58d3b-f602-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project

meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth

herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

Aurora Public Schools Foundation
 Educator Emporium

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		10000	15000 25000
Government Grants			0
Foundation Grants		2500	2500 5000
Individual Support		10000	10000 20000
Corporate Support		2500	7500 10000
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations		40000	40000 80000
Other			0
TOTAL Proposed Project/Program Revenue		65000	75000 140000

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		30000	30000 60000
Program Supplies and/or Equipment		35000	45000 80000
Capital			0
Contractors/Consultants			0
Other Program Costs			0
TOTAL Proposed Project/Program Expenses		65000	75000 140000

Proposed Project/Program Revenue

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request Government Grants	10000	Aurora Nonprofit Grant funds will help purchase supplies needed by educators in APS.	15000	Aurora Nonprofit Grant funds will help purchase supplies needed by educators in APS. We anticipate the demand to grow year over year.
Foundation Grants	2500	Groove Auto has funded the Educator Emporium through their spring grant program.	2500	Continuing the relationship with Groove Auto.
Individual Support	10000	Several individual donors have shown interest in supporting this program. We will be conducting various fundraising campaigns throughout the year.	10000	Several individual donors have shown interest in supporting this program. We will be conducting various fundraising campaigns throughout the year.
Corporate Support Earned Revenue (including events, fees, contract revenue)	2500	Two Wal-Mart stores have contributed toward the Educator Emporium for the 2022-2023 school year.	7500	We anticipate growing corporate support through Wal-Mart and other corporations.
In-Kind Donations Other	40000	\$10,000 is for donated space at District Credit Union to house the Educator Emporium, \$30,000 is in-kind from the APS Foundation for staffing.	40000	\$10,000 is for donated space at District Credit Union to house the Educator Emporium, \$30,000 is in-kind from the APS Foundation for staffing.

Proposed Project/Program Expenses

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	30000	Staff time dedicated to organizing, hosting and managing volunteers for the Educator Emporium.	30000	Staff time dedicated to organizing, hosting and managing volunteers for the Educator Emporium.
Program Supplies and/or Equipment Capital Contractors/Consultants Other Program Costs	35000	The cost of school supplies from the master list to ensure teachers have access to these needed supplies all school year long.	45000	The cost of school supplies from the master list to ensure teachers have access to these needed supplies all school year long. We anticipate the demand to grow year over year.

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and African Chamber of Commerce Colorado USA, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): 0737332780000. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **seventy-five thousand dollars and zero cents (\$75,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City
 City of Aurora, Colorado
 Attn: Controller
 15151 East Alameda Parkway
 Aurora, Colorado 80012

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 African Chamber of Commerce Colorado USA
 1220 S. Parker Rd
 Ste. 200G
 Denver, CO 80231

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

The ACCCOUSA Technical Assistance Program

Description of project/program

The AACCCOUSA's technical assistance program aims to help start-ups and existing businesses continue their path to recovery and growth. Our immigrant population includes a significant number of these entrepreneurs, and for many new immigrants to succeed, they must learn fundamental business skills such as entity formation, employment, resource acquisition, business planning, business loans, commercial leasing, financing, and market research in order to establish sustainable business entities that can hire employees from the community. By launching this technical assistance program last year, we hoped to increase the vitality of these businesses, avert small business failure, and promote social inclusion within the Denver metro area. We put more than 97 small businesses on the road to success in 2021 with the assistance of technical assistance. The African Chamber provided information from experts on topics that helped them increase sales, get access to capital, streamline their operations, take advantage of new technologies, expand into new markets, and position themselves for long-term success.

Describe your project/program timeline and anticipated schedule of completion.

Two full-time contractors and one part-time contractor will be hired to assist with the technical assistance program. They should be hired by the Fall of 2022. A Digital Marketer will be hired for one position, while a Business Development Specialist will be hired for the other, and to assist them a part-time administrative assistant will be hired. As a result, we would shift our marketing to a 50/50 group/one-on-one model instead of our current 80% class and 20% one-on-one support model. A Business Development Specialist will also assist each participant in developing a personalized action plan (i.e. business plans and financial documents needed to be considered funding ready to apply for a loan or grant).

How will you measure the success and impact of this program or project?

Our success is determined by evaluating the impact that we have made on our constituency. This impact includes the number of businesses engaged with our program and evaluating their economic progress over time via increased profitability, decreased losses, improved inventory management, the utilization of Best Business Practices, and higher customer awareness and retention. Success is also recognized when our technical assistance and navigation services connect businesses to necessary community resources. New jobs created for minority or immigrant community members is also an indicator of our success. If we are able to close the Digital Divide and combat barriers including language, the written word, and technology for our constituency, it is considered a success. It is also considered a success when our businesses access capital and other financial resources and material of which they were previously unaware. Similarly, if our minority and immigrant businesses are able to develop a website and create an internet-based retail presence, the playing field for the distribution of wealth is made more level. Finally, success is celebrated when we have enhanced the capacity of a business by opening up international trade and investment; helping businesses and families access relief programs and financial assistance from local, state, and federal governments; new partnerships and collaborations are created; and when social barriers are reduced. In order to measure the success and impact of this program, methodologies will be employed to determine qualitative and quantitative data points that include cataloging the number of businesses engaged with the program, tracking them, and evaluating their economic progress over time via increased profitability, decreased losses, improved inventory management, the utilization of Best Business Practices, and higher customer awareness and retention. Please see specific targets below.

Activity Business Skills Classes Increase in establishment of Business Increase participation in Membership Outcome Participants feel more confident in their ability to manage their business Participants take action to establish or expand business Maintain membership retention rate of 90% Indicators # of participants who feel more confident in their ability to manage their business and apply new skills # of participants who complete one target outline on their individualized plan # of participants that become members Target 100% or more feel more confident in their ability to manage their business and apply new skills 95% of participants will complete one or more actions on their individualized plan 90% of participants will become members Measurement Pre/Post survey Submitted business documents or action plan Membership signup

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/_entity/annotation/8c679574-a854-ed11-bba2-00224804174b/afddd2e6-b803-ed11-82e4-002248087dcc\)](https://arpaauroracityco.powerappsportals.com/_entity/annotation/8c679574-a854-ed11-bba2-00224804174b/afddd2e6-b803-ed11-82e4-002248087dcc)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

African Chamber of Commerce Colorado, USA
 The AACCCOUSA's technical assistance program

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		37,500	37,500 75000
Government Grants		47,500	47500 95000
Foundation Grants		35,000	35000 70000
Individual Support		0	0 0
Corporate Support		14,500	14,500 29000
Earned Revenue (including events, fees, contract revenue)		0	0 0
In-Kind Donations		0	0 0
Other			0 0
TOTAL Proposed Project/Program Revenue		134500	134500 269000

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		0	0 0
Program Supplies and/or Equipment		10000	5000 15000
Capital			0 0
Contractors/Consultants		112,500	112,500 225000
Other Program Costs		12000	17000 29000
TOTAL Proposed Project/Program Expenses		134500	134500 269000

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	37,500	47.5k Apprentice Program	37,500	47.5k Apprentice Program
Government Grants	47,500	money from ADWorks	47,500	money from ADWorks
Foundation Grants	35,000	\$35K Rose Foundation	35,000	\$35K Rose Foundation
Individual Support	0		0	
Corporate Support	14,500	\$9,500 Colorado Enterprise Fund, \$5K Engergize Colorado	14,500	\$9,500 Colorado Enterprise Fund, \$5K Engergize Colorado
Earned Revenue (including events, fees, contract revenue)	0		0	
In-Kind Donations	0		0	
Other	0		0	

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	0	2 Laptops for staff, 2 cell phones allowances, Google voice for 2 staff, 1 printer, office supplies, bulk printing for workshops/events at office depot	0	office supplies and event supplies
Program Supplies and/or Equipment Capital	10,000		5000	
Contractors/Consultants	112,500	.75 FTE Business Dev Specialist @ 48,750k, .5 FTE Digital Marketing Specialist @ 32,500k, PT Admin Assistant @ 16,250k	112,500	.75 FTE Business Dev Specialist @ 48,750k, .5 FTE Digital Marketing Specialist @ 32,500k, PT Admin Assistant @ 16,250k
Other Program Costs	12000	space rental @ 1000/mth	17000	space rental @ 1000/mth and miscellenous admin costs

0

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Metro Community Provider Network, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): W5SGGWBJCNM8. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **two hundred and fifty thousand dollars and zero cents (\$250,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

- City
 - City of Aurora, Colorado
 - Attn: Controller
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- With a copy to:
 - Office of the City Attorney
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- Subrecipient
 - Metro Community Provider Network, Inc.
 - 2255 S. Oneida St.
 - Denver, CO 80224

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Peoria Dental Clinic Renovation

Description of project/program

STRIDE’s Peoria Dental clinic operates out of STRIDE’s largest health care facility located at 3292 Peoria St, Aurora, CO 80010. This dental clinic is essential to providing oral health care to Aurora’s low-income community. Peoria Dental clinic offers routine dental services including, exams, cleaning diagnostic x-rays, adult and child prophylaxis, periodontal maintenance, scaling and root planning, sealants, fluoride application, silver diamine fluoride applications, composite and amalgam fillings, crowns, bridges, interim therapeutic restorations, anterior root canals, posterior root canals, simple extractions, partial dentures, full dentures, anesthesia, stainless steel crowns, emergency telehealth visits, post-op checkups, denture consult and external referrals. STRIDE’s Peoria Dental department is staffed with 2.6 FTE Doctor of Dental Surgery (DDS), 1.8 FTE Registered Dental Hygienist (RDH), and 4.3 FTE Dental Assistants (DA). In 2022, STRIDE’s Peoria Dental Clinic has held 4,287 appointments. At Peoria, appointment times range between thirty to ninety minutes – the most common being around sixty minutes. A STRIDE dentist typically sees around 13 patients/day when working 8 hours and 17 patients/day when working 10 hours. A hygienist typically sees around 6 patients/day when working 8 hours and 9 patients/day when working 10 hours and pediatric dentists typically sees around 18 patients/day when working 8 hours and 22 patients/day when working 10 hours. Peoria Dental Clinic averages about 90-100 patients/day when the clinic is fully staffed and functional. The majority of these patients are some of Aurora’s most vulnerable individuals and families who are also underinsured. STRIDE Dental Department anticipates serving at least 6,849 individual dental patients at its Peoria Dental Clinic location in 2023. Because of the influx of patients needing care after avoiding dental services and treatments

from 2020-2022, it was essential that the department invest in updating its facilities in anticipation of community need. While STRIDE operates from an annual budget of 53 million, Peoria Dental Department has an annual operations budget runs on less than .9% of that total. STRIDE believes that Aurora patients deserve the most comfortable care and are committed to meet that need as oral health access becomes more critical than ever.

Describe your project/program timeline and anticipated schedule of completion.

Construction Timeline: Meetings and Strategic Discussions: December 2021- February 2022 Board Discussion and Decision: February 2022 C8E HRSA Funds 10 Dental Chairs: February 2022 RFP Issued: February 2022 Letter of Intent Due: March 2022 Contract Questions to STRIDE Due: March 2022 Applications Due: March 2022 Notification of Finalists: April 2022 Bid Selection of Pinkard Construction: May 2022 Board and Senior Leadership Team Funding Decision: June 2022 Construction: September 2022 Project Completion: December 2022 Patient Impact Collected: Jan 2023- June 2024 Patient Experience during Peoria Construction: During construction, STRIDE will open all fixed dental facilities, including West Arvada Dental in 08/2022, for the first time since 2020 – increasing access to our South and West Regions. STRIDE's dentist, Dr. Chandrasekaran will be located at the nearest facility, STRIDE CHC – Delmar Dental, offering the same scope of service and creating the least disruption to patient care. Due to the construction, the organization will reopen three local sites for dental services previously shut down due to staffing shortages cause by the pandemic: STRIDE CHC – Parker Dental, STRIDE CHC – West Arvada Dental & STRIDE CHC – Chambers & Hampden Dental. During construction, the department is working to rehire the staff needed to fully ramp up oral health services at all six dental sites and improve oral health services for the most vulnerable populations in the community. Additionally, during Peoria construction STRIDE will help Aurora dental patients receive care and reduce barriers to traveling to dental clinics other than Peoria through Specialty Care Management Department efforts, specifically Dental Care Managers, to ensure patients' barriers to care are being addressed. Providers send messages in STRIDE's EMR to alert the Dental Care Manager for follow up with any dental patients in need of transportation support.

How will you measure the success and impact of this program or project?

During construction operations and human resources will work to fill dental staff gaps and outreach to the Aurora Community to encourage the return of patients to their established oral health provider and connect new patients to necessary care. After construction, STRIDE will carefully survey clinic data using the Electronic Health Record system in place to collect, pull and share the impact of this project. Successful indicators in 2023 at the Peoria Clinic: Increase in dental visits and patient retention that compare to pre-COVID data Increase in acquisition and retention of dental staff Increase in safe air quality for patients due to new HVAC system Increase in efficient suctioning and water delivering to patients Increase comfort for patients and staff Increase in wrap-around services and health interventions Increase in preventative oral health services due to increase in patient visits Decrease Emergency Department visits due to prolonged or untreated dental conditions as a result of missed visits during the pandemic.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/e173af37-3a55-ed11-bba2-000d3a31c665/8b5363e0-c903-ed11-82e4-002248087522\)](https://arpaauracityco.powerappsportals.com/entity/annotation/e173af37-3a55-ed11-bba2-000d3a31c665/8b5363e0-c903-ed11-82e4-002248087522)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Metro Community Provider Network, Inc. d/b/a STRIDE Community Health Center
 Proposal/Program Title: Peoria Dental Clinic Renovation

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request	\$ 250,000.00		\$ 250,000.00
Government Grants	\$ -		\$ -
Foundation Grants	\$ 122,513.00		\$ 122,513.00
Individual Support	\$ 3,000.00		\$ 3,000.00
Corporate Support	\$ 60,000.00		\$ 60,000.00
Earned Revenue (including events, fees, contract revenue)	\$ 327,458.00		\$ 327,458.00
In-Kind Donations			\$ -
Other			\$ -
TOTAL Proposed Project/Program Revenue	\$ 762,971.00		0 \$ 762,971.00

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			\$ -
Program Supplies and/or Equipment	\$ -		\$ -
Capital	\$ 587,781.00		0 \$ 587,781.00
Contractors/Consultants	\$ 100,819.00		\$ 100,819.00
Other Program Costs	\$ 74,371.00		\$ 74,371.00
TOTAL Proposed Project/Program Expenses	\$ 762,971.00		0 \$ 762,971.00

Proposed Project/Program Revenue

Category	Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	\$ 243,037.00	Vacuum/ Suction system replacement	0	N/A
Aurora Nonprofit Grant Request	\$ 6,963.00	Partial plumbing, HVAC integration and construction.	0	N/A
Government Grants	\$ -	N/A	0	N/A
Foundation Grants	\$ 122,513.00	STRIDE has launched a capital campaign that encompasses a call to action from local foundations, corporations and individual donors to support the construction costs of renovating the Peoria Dental Clinic. The total listed next to this description is an estimation based on previous campaigns and prospective areas of funding.	0	N/A
Individual Support	\$ 10,000.00	STRIDE has launched a capital campaign that encompasses a call to action from local foundations, corporations and individual donors to support the construction costs of renovating the Peoria Dental Clinic. The total listed next to this description is an estimation based on previous campaigns and prospective areas of funding.	0	N/A
Corporate Support	\$ 60,000.00	STRIDE has launched a capital campaign that encompasses a call to action from local foundations, corporations and individual donors to support the construction costs of renovating the Peoria Dental Clinic. The total listed next to this description is an estimation based on current sponsorship commitments for a capital campaign annual Golf fundraiser.	0	N/A
Earned Revenue (including events, fees, contract revenue)	\$ 320,457.00	STRIDE is committed to utilize revenue to fund the remaining balance of the project after fundraising has commenced and grant decisions have been awarded or denied within the construction timeline: 9/22-12/22.	0	N/A
In-Kind Donations	\$ -			
Other	\$ -			

Proposed Project/Program Expenses

Category	Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$ -	N/A	0	N/A
Program Supplies and/or Equipment	\$ -	N/A	0	N/A
Capital Contractors/Consultants	\$ 587,781.00	See Pinkard budget attachment for expense breakdown: GENERAL CONDITIONS EXISTING CONDITIONS, CONCRETE, WOODS, PLASTICS & COMPOSITES, THERMAL & MOISTURE PROTECTION, OPENINGS, FLOORING, PLUMBING, HVAC INSTALLATION AND INTEGRATION, ELECTRICAL, & VACUUM REPLACEMENT	0	N/A
Other Program Costs	\$ 100,819.00	ESCALATION COSTS CONTINGENCY, ESTIMATION CONTINGENCY	0	N/A
	\$ 74,371.00	City of Aurora Building Permit and Plan Review	0	N/A

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Mi Casa Resource Center, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): V7JZYNTG71D5. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **one hundred and fifty-two thousand nine hundred and five dollars and zero cents (\$152,905.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City
 City of Aurora, Colorado
 Attn: Controller
 15151 East Alameda Parkway
 Aurora, Colorado 80012

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 Mi Casa Resource Center
 345 S. Grove St.
 Denver, CO 80219

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Business Pathways

Description of project/program

Business Pathways offers ongoing services to meet the needs of small business owners. Assessment – Consultants conduct a business health assessment. We assess and identify risk factors associated with cash flow, business development, and regulatory shifts due to the crisis. Navigation – MCRC connects business owners to basic needs supports – food, health, housing, legal, etc. as needed. Participants have identified that basic needs were a particular area of concern. Business Consulting – Bilingual Consultants work with business owners 1:1 for 2-4 sessions, on average. Appointments are free and offered on an ongoing basis via phone, video conference, and in-person meetings. MCRC co-creates individualized recovery and response plans. Blended Training and Workshops Business Success/Exito Para Negocios Training – MCRC provides Business Success (Exito Para Negocios in Spanish), a four-part multi-level series, for ideation stage, start-up, formalizing, and existing businesses. Business Success allows business owners to join the module most tailored to their needs. Each module runs via hybrid learning format. • Plan/Planear supports start-up participants and those in ideation stage develop the foundational components of starting a business: competitive analysis, business structure, mission, vision, values, and elevator pitches. • Launch/Lanzar is tailored for start-up businesses who are ready to register, file, and begin implementation. Activities include filing tax IDs, permits/licenses, opening a bank account, and obtaining business insurance. Content also includes branding, accounting, risk management, and business plans. • Manage/Administrar enrolls participants that completed the first two modules and/or those that already have formalizing or existing businesses. Topics include finance, marketing, sales, operations, leadership, and innovation. Manage also emphasizes peer-to-peer learning

networks and collaborations for business success, including co-op models. • Grow/Creceer enrolls participants that completed modules 1-3 and those that have formalizing or existing businesses. This training builds partnerships, networks, and certification plans for enrolled participants. Certifications include City and County Minority/Women Business Enterprise, Emerging Business Enterprises, Small Business Enterprise, and/or Small Business Enterprise Concessionaire certification. Topics also include inclusive procurement, networking, executive coaching, and mentorship. La Receta Training - La Receta utilizes the same framework as Business Success and is designed to meet entrepreneurs in the food and accommodation sector. This sector includes food trucks, commissary kitchens, catering, and food adjacent companies. Topics emphasize culinary and regulatory information, menus, certifications, and licenses. Workshops – MCRC provides virtual workshops to support marketing/social media, accounting, certification attainment, and industry-expert panels. Legal Support – MCRC links business owners to trusted law firms to navigate legal matters. Participants are paired with volunteer attorneys with expertise in the areas of employment, family law, business and contracts, bankruptcy, housing, and immigration law. Educational Attainment- MCRC is working with the Community College of Denver to align our Business Success Models Plan and Launch with the Business Entrepreneurship Certificate. Individuals who complete these modules will earn college credit through Prior Learning Assessments (PLAs). PLAs offer non-traditional students an opportunity to earn college credit without the high cost of traditional college courses. Leadership Training – In 2022, Business Pathways began a Leadership Training that is focused building confidence among women-owned business owners. The curriculum focuses on leadership versus management, growth mindsets, and the imposter syndrome that many women face while developing their business plans.

Describe your project/program timeline and anticipated schedule of completion.

MCRC proposes to serve 30 small business owners in year one and 45 in year two allowing for growth over the contract period. MCRC will begin the contract by renewing and enhancing current and potential community partners. This will include meeting with local networks, community and faith-based organizations, street outreach, and working with the City of Aurora for insight and support, as needed. Ongoing –Business Consulting. Each participant enrolled in training receives a minimum of two consultations; workshops are offered approximately once per month and as needed; and referrals made to and from CEDS and CEF. MCRC currently has MOUs with CEDS and CEF to refer participants to these local CDFIs for participants in need of access to capital. Additionally, we receive referrals from CEDS and CEF for small business owners who are not loan ready. The objective is to provide a safety net and options for business owners at all levels. Each Year: Quarter One – Active outreach, recruitment, and navigation services. Quarter Two – Implement Business Success and Exito para Negocios (Plan and Launch), La Receta (Plan and Launch) Quarter Three – Continue Business Success and Exito (Manage and Grow), La Receta (Manage and Grow) Quarter Four – Complete all Business Success, Exito, and La Receta MCRC evaluates program enrollment and completion during each phase to ensure the project is progressing as planned. Trainings, while have a schedule, are subject to change based on participant demand and need.

How will you measure the success and impact of this program or project?

MCRC has developed a robust evaluation system to document and measure program progress and success. MCRC uses Salesforce, an online Customer Relationship Management (CRM) system. Salesforce ensures an integrated and agency-wide data tracking system that allows us to track participant demographic information, all levels of outreach and engagement, community

connections, program outcomes, follow-up services, and participation in trainings, webinars, consulting, etc. MCRC utilizes a third-party vendor, Huitzi Solutions, to provide Salesforce oversight, administration, and development services. Huitzi has assisted MCRC to design a more user-friendly staff and participant experience by combining website intake forms with Salesforce data. With Huitzi, MCRC is more easily able to draw reporting information both by funding contract and overall agency demographics, outputs, and outcomes. MCRC measures impact for Business Pathways through businesses started, jobs created, access to capital, and revenue generated. For businesses started, MCRC collects Secretary of State registrations. For jobs created, participants provide updated information during consulting appointments. MCRC collects access to capital and revenue generated through self-reports and documenting technical assistance for loan applications. Additionally, we monitor participant enrollment, retention, and satisfaction with trainings and workshops to ensure our program remains relevant and engaging.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/e7589a81-f403-ed11-82e4-002248087522/5c40f1e9-f303-ed11-82e4-002248087522\)](https://arpaauracityco.powerappsportals.com/entity/annotation/e7589a81-f403-ed11-82e4-002248087522/5c40f1e9-f303-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
- b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement **EXHIBIT D** and disposal. (CPD-90-44 EPA/OSHA).

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by

disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which

any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

Mi Casa Resource Center
 Mi Casa Business Pathways - Aurora

Proposed Project/Program Revenue	10/1/2022 - 9/30/2023		10/1/2023 - 6/30/2024	
	Year 1		Year 2	Total
Aurora Nonprofit Grant Request		85,623.26	67,281.47	152,904.74
Government Grants		50,000.00	50,000.00	100,000.00
Foundation Grants		50,000.00	50,000.00	100,000.00
Individual Support				-
Corporate Support				-
Earned Revenue (including events, fees, contract revenue)				-
In-Kind Donations				-
Other				-
TOTAL Proposed Project/Program Revenue		185,623.26	167,281.47	352,904.74

Proposed Project/Program Expenses				
	Year 1		Year 2	Total
Personnel		80,623.26	62,281.47	142,904.74
Program Supplies and/or Equipment				-
Capital				-
Contractors/Consultants				-
Other Program Costs (Program Marketing and Program Outreach)		5,000.00	5,000.00	10,000.00
TOTAL Proposed Project/Program Expenses		85,623.26	67,281.47	152,904.74

Proposed Project/Program Revenue

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	85,623.26	Mi Casa will require this core funding to be able to develop and implement this project and leverage other funds.	67,281.47	Mi Casa will need a second year commitment to ensure the sustainability of this project.
Government Grants	50,000.00	Mi Casa will leverage other Governmental Funding towards the project to provide comprehensive programming. Mi Casa receives other governmental funding each year dedicated to our Business Pathways Program, which can be leveraged specifically to be used on this project.	50,000.00	Mi Casa will leverage other Governmental Funding towards the project to provide comprehensive programming. Mi Casa receives other governmental funding each year dedicated to our Business Pathways Program, which can be leveraged specifically to be used on this project.
Foundation Grants	50,000.00	Mi Casa will leverage other private Foundation Funding towards the project to provide comprehensive programming. Mi Casa receives Foundation funding each year dedicated to our Business Pathways Program, which can be leveraged specifically to be used on this project.	50,000.00	Mi Casa will leverage other private Foundation Funding towards the project to provide comprehensive programming. Mi Casa receives Foundation funding each year dedicated to our Business Pathways Program, which can be leveraged specifically to be used on this project.
Individual Support				
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

Proposed Project/Program Expenses

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	80,623.26	To perform the work required for this project, Mi Casa will need to dedicate a portion of time (50%) of three staff members: 1) East Colfax Program Coordinator 2) Business Pathways Outreach Coordinator and 3) Business Pathways Navigator. The Personnel expenses includes the base salary of these staff members, as well as the fringe benefits paid to each employee. The personnel expenses are required to enroll community members in Aurora, and conduct our programming. These expenses will recur each year the project is active. Year 1 consists of 12 months (10/1/2022-9/30/2023).	62,281.47	To perform the work required for this project, Mi Casa will need to dedicate a portion of time (50%) of three staff members: 1) East Colfax Program Coordinator 2) Business Pathways Outreach Coordinator and 3) Business Pathways Navigator. The Personnel expenses includes the base salary of these staff members, as well as the fringe benefits paid to each employee. The personnel expenses are required to enroll community members in Aurora, and conduct our programming. These expenses will recur each year the project is active. Year 2 consists of 9 months (10/1/2023-6/30/2024).
Program Supplies and/or Equipment				
Capital				
Contractors/Consultants				
Other Program Costs (Program Marketing and Outreach)	5,000.00	Mi Casa will require to perform additional marketing and outreach to recruit and enroll community members in our Aurora programming. This will include digital advertising, and other resources required to create a presence within this new geographic area, in order to enroll community members into our programming.	5,000.00	Program Marketing and Outreach efforts and expenses will recur each year as we need to continually reach new individuals to enroll in our programming. Mi Casa will require to perform additional marketing and outreach to recruit and enroll community members in our Aurora programming. This will include digital advertising, and other resources required to create a presence within this new geographic area, in order to enroll community members into our programming.

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Caring Voices, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): D64NMG1X9NM9. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **thirty-two thousand six hundred and thirty dollars and zero cents (\$32,630.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	Caring Voices 794 Memphis St Aurora, Co 80011
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

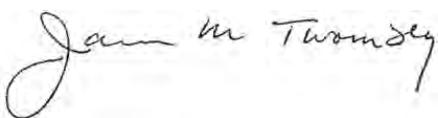
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Shinall Ponder

Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Completing Addition and ADA Bathroom

Description of project/program

We would like to finish the completion of our 620-square feet additional classroom with our ADA bathroom-approved permits. We provided funds for the slab of concrete at \$9,300, plumbing and bathroom appliances at \$5,480, the trusses at \$ 4,680, framing at \$11,100, and electrical work at \$13,857. Providing a total of \$45,417 (including material and labor). Items that are needed: Roof \$4,500 HVAC \$13,550 Installation and drywall \$7,880 Siding \$--TBD Paint \$2,500 Floor \$4,200 Providing a total of \$32,630 (including material and labor).

Describe your project/program timeline and anticipated schedule of completion.

The permit is already pulled and the Addition/ADA bathroom is 60% completed. Items that are needed: Roof, Installation and drywall, Siding, Paint, Floor. The contractor is hired and is ready to finish the project by November 2022.

How will you measure the success and impact of this program or project?

The success and impact of the project are completing the additional room and the ADA bathroom. We are in the process of completing our additional room that will service additional individuals, giving them a workspace/playroom, ADA bathroom and a media area. Designing our room with our individuals in mind we are able to create a safe haven, calming, helpful, and synergetic space. We will also use calming color palette including dimmed lighting avoiding fluorescent lighting and sensory equipment. As our community invests in Caring Voices, we will expand and will support additional individuals.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/fc20a78b-8804-ed11-82e4-002248087522/74e78bce-5804-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/fc20a78b-8804-ed11-82e4-002248087522/74e78bce-5804-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

Caring Voices
 Complete additional room/ADA bathroom

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request			32,636 32636
Government Grants			0
Foundation Grants		34000	34000
Individual Support			0
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		34000	32636 66636

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			0
Program Supplies and/or Equipment			0
Capital			0
Contractors/Consultants		45417	45417
Other Program Costs			0
TOTAL Proposed Project/Program Expenses		45417	0 45417

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request Government Grants Foundation Grants Individual Support Corporate Support Earned Revenue (including events, fees, contract revenue) In-Kind Donations Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel Program Supplies and/or Equipment Capital Contractors/Consult ants Other Program Costs				

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Aurora Interchurch Task Force Inc, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): GG1ZYKXZGZD9. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **two hundred thousand dollars and zero cents (\$200,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
Subrecipient	Aurora Interchurch Task Force Inc 1553 Clinton Street Aurora, CO 80010

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Expanded Food Assistance and Community Navigation Services for Aurora Residents during COVID-19

Description of project/program

AICS requests ARPA funding from the City of Aurora for food pantry programs and community navigation services for Aurora residents who are facing food insecurity and poverty due to the effects of the COVID-19 pandemic. Through physical and mobile food pantries, AICS helps community members to survive food insecurity at the heightened level brought on by the economic fallout of the COVID-19 pandemic. AICS’s community navigation services help clients to access the additional resources they need during this difficult time, ensuring that their urgent needs are met as well as helping them to work toward long-term self-sufficiency. City of Aurora ARPA funding will support the increased needs that AICS continues to address as a direct result of COVID-19 through contributing to essential direct program expenses. AICS provides food assistance to Aurora community members through a brick-and-mortar food pantry and a mobile food pantry. AICS’s brick-and-mortar food pantry offers a variety of nutritious food options, including fresh and shelf-stable options as well as culturally appropriate choices. The pantry provides many hours of availability, being open Monday through Thursday and the last Saturday of each month—the only food pantry in Aurora providing this extent of coverage. Since COVID-19, we have been using a modified client choice model for our pantry, asking clients to tell us their food preferences rather than allowing clients into the pantry to select food for themselves. AICS’s mobile food pantry, launched in 2020 in response to the increased need during the COVID-19 pandemic, provides additional food pantry services in a variety of locations around Aurora to ensure ease of access and reduce the stigma associated with food insecurity. After two years of drive-through and

walk-up food kit distribution, this year AICS's mobile pantry is providing farmer's market-style events, wherein clients are able to select food for themselves from a wide variety of fresh produce, shelf-stable, and culturally appropriate options. This model for mobile food distribution has been very well received by clients and community partners, providing a more dignified and culturally sensitive way for community members to get the food they need for their families. AICS's mobile pantry is efficient and effective due to partnerships with other organizations around Aurora, through whom or in conjunction with whom AICS distributes mobile pantry food. This year, AICS has begun to offer community navigation services to complement our food assistance programs for individuals and families who have been particularly affected by the pandemic. In this program, AICS staff build closer relationships with individual participants and work together to identify their current needs and ultimate goals. The Community Navigator then helps them to access community and governmental resources that will help them achieve those goals. AICS refers participants to our various partners throughout Aurora and Denver that offer effective support options, including job readiness training, computer literacy courses, home budgeting courses, rent assistance, housing assistance, and mental health support. There is a great need for this program, which will help current clients to not only survive COVID-driven poverty and hunger but to rise out of it and attain sustainable self-sufficiency. We have found that our clients have had difficulty finding and utilizing these resources for myriad reasons that include a lack of time, language barriers, experiences of discrimination, and often an unawareness of the services available. We are working on hiring a bilingual staff member to both facilitate community navigation services and assist our Spanish-speaking clients with intake at the food pantry.

Describe your project/program timeline and anticipated schedule of completion.

AICS's COVID-response food assistance and community navigation programs are ongoing, continuing an expanded service level that we have been providing and adjusting since the onset of the pandemic. AICS's facility is open four to five days a week year-round, providing ample availability for in-house food pantry and community navigation services. We will provide at least 20 mobile food pantry markets or distributions this year, and expect similar annual mobile pantry numbers during the grant period. The mobile pantry operates April through December, with the bulk of markets and distributions occurring during the warmer months when outdoor food distribution is safest and most effective. As the Aurora community continues to face food insecurity and poverty as a result of the ongoing disaster, including recent inflation, we plan to continue to provide expanded and responsive food pantry and community navigation services throughout the Aurora Nonprofit Grant period. Given the ongoing and responsive nature of this programming, we do not expect any sort of formal completion. However, by mid-2024 when the Aurora Nonprofit Grant period ends, we expect to have a strong understanding of what the Aurora community's needs will look like moving forward. If, at that point, there continues to be a need for AICS's expanded COVID-19-response programming, we plan to have a sustainable fundraising and operational strategy in place and will smoothly transition away from ARPA funding.

How will you measure the success and impact of this program or project?

AICS uses a 35-year-old client database, case manager/community navigator records, client survey results, and conversations and relationships with clients to evaluate the organization's impact and client satisfaction as well as to gather information on clients' needs. We also evaluate our success based on input from our many community partner organizations. AICS measures impact based on the number of unduplicated individuals and households served, the number of (duplicated) client encounters, the number of meals provided, client satisfaction, and clients' progress toward self-

sufficiency. For the mobile food pantry program, AICS also evaluates impact based on the number of mobile pantry events held. AICS is in the process of implementing a new database system, which will improve the organization's tracking and reporting capabilities. Based on a steady increase in client visits in recent months, we are currently projecting greater service numbers during the grant period than we delivered last year. With your support, in Year 1 of the Aurora Nonprofit Grant period (10/1/2022-9/30/2023) we expect to accomplish the following: *AICS will serve a total of approximately 12,500 unduplicated individuals through approximately 23,000 client encounters in our food assistance and community navigation programs. *AICS will provide over 500,000 meals to Aurora community members facing food insecurity. *AICS's brick-and-mortar facility will provide food pantry services, complemented by utilities bill assistance and community navigation resources. Food pantry clients will take home a nine- to ten-day supply of food for their families, or a shorter-term supply for those experiencing homelessness. The food pantry will be open four to five days each week. In 2022-2023, AICS aims to provide a greater variety of fresh vegetables and fruit, building on the increased amount of produce provided in 2021-2022. *AICS will provide at least 20 mobile food pantry distributions in locations around Aurora, providing an average of 15,000+ meals to about 1,000 people per mobile pantry distribution. Each client will receive three to seven days' worth of food, along with referral resources to additional services offered throughout the region. *AICS will provide bilingual community navigation services for some food pantry clients, helping them to access the services that they need immediately as well as resources to help them accomplish their goals and attain sustainable self-sufficiency. During Year 2 of the Aurora Nonprofit Grant period (10/1/2023-6/30/2024), we expect to continue to deliver the same level of food assistance and community navigation services, resulting in the following projected outputs: *AICS will serve a total of approximately 9,375 unduplicated individuals through approximately 17,250 client encounters in our food assistance and community navigation programs. *AICS will provide over 375,000 meals to Aurora community members facing food insecurity. During the Aurora Nonprofit Grant period, AICS will also conduct and implement strategic planning that will include a clear and achievable fundraising strategy. By the end of the grant period, AICS will be enacting a sustainable funding plan that will decrease our need for COVID-19 relief funds and ensure the continuity of our services and operations into the future at the level the community needs.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/f2f4d3cd-5c04-ed11-82e4-002248087522/803e2483-5c04-ed11-82e4-002248087dcc\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/f2f4d3cd-5c04-ed11-82e4-002248087522/803e2483-5c04-ed11-82e4-002248087dcc).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. Subrecipient shall maintain commercial general liability insurance covering all operations by or on behalf of Subrecipient on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of

use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

Aurora Interchurch Task Force Inc, DBA Aurora Interfaith Community Services (AICS)
 Expanded Food Assistance and Community Navigation Services for Aurora Residents during COVID-19

Proposed Project/Program Revenue			
	Year 1*	Year 2*	Total
Aurora Nonprofit Grant Request	\$100,000	\$100,000	\$200,000
Government Grants	\$34,438	\$25,829	\$60,267
Foundation Grants	\$102,727	\$52,045	\$154,772
Individual Support	\$63,454	\$47,591	\$111,045
Corporate Support	\$6,000	\$4,500	\$10,500
Earned Revenue (including events, fees, contract revenue)	\$0	\$0	\$0
In-Kind Donations	\$1,030,000	\$772,500	\$1,802,500
Other	\$58,750	\$44,062	\$102,812
TOTAL Proposed Project/Program Revenue	\$1,395,369	\$1,046,527	\$2,441,896

Proposed Project/Program Expenses			
	Year 1*	Year 2*	Total
Personnel	\$197,537	\$148,153	\$345,690
Program Supplies and/or Equipment	\$100,939	\$75,704	\$176,643
Capital	\$0	\$0	\$0
Contractors/Consultants	\$7,200	\$5,400	\$12,600
In-Kind Expenses	\$1,030,000	\$772,500	\$1,802,500
Other Program Costs	\$59,693	\$44,770	\$104,463
TOTAL Proposed Project/Program Expenses	\$1,395,369	\$1,046,527	\$2,441,896

*Note: Per the grant period, the budget shown for Year 1 comprises 12 months (October 2022-September 2023), and Year 2 comprises 9 months (October 2023-June 2024). However, since our initial application, AICS has secured funding to cover expenses during the remainder of 2022. Therefore, Aurora ARPA funds will contribute to 9 months of expenses in Year 1 (January-September 2023) and 9 months of expenses in Year 2 (October 2023-June 2024).

Proposed Project/Program Revenue

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	\$100,000	AICS seeks funding in support of the expansion of our food pantry and community navigation programming due to COVID-19. We are only requesting Aurora Nonprofit Grant funding for the programming that is above and beyond what we provided pre-pandemic (in 2019). Due to other funding received for 2022, Aurora Nonprofit Grant funding will support 9 months of programming in this year (January-September 2023).	\$100,000	AICS's Year 2 funding request is for the same purpose as Year 1. Year 2 funding will support 9 months of food pantry and community navigation program expansion to align with the Aurora Nonprofit Grant period. All of the Year 2 budget shown in this column is for 9 months: October 2023 through June 2024.
Government Grants	\$34,438	This is grant funding pledged from Adams County and is nonduplicative of the funds requested from the Aurora Nonprofit Grant.	\$25,829	This is grant funding pledged from Adams County and is nonduplicative of the funds requested from the Aurora Nonprofit Grant.
Foundation Grants	\$102,727	Pledged, requested, and anticipated foundation funders include El Pomar Foundation, the Virginia W. Hill Charitable Foundation, the John G. Duncan Charitable Trust, and others.	\$52,045	Anticipated foundation funders include the Virginia W. Hill Charitable Foundation, the John G. Duncan Charitable Trust, and others.
Individual Support	\$63,454	AICS is grateful to receive donations from many individuals each year.	\$47,591	AICS is grateful to receive donations from many individuals each year.
Corporate Support events, fees, contract revenue)	\$6,000	AICS is actively working on building a corporate support strategy. AICS does not charge fees for any services and \$0 has no earned income.	\$4,500	AICS is actively working on building a corporate support strategy. AICS does not charge fees for any services and \$0 has no earned income.
In-Kind Donations	\$1,030,000	AICS receives generous in-kind support each year, primarily in the form of food contributed from individuals, churches, and corporations.	\$772,500	AICS receives generous in-kind support each year, primarily in the form of food contributed from individuals, churches, and corporations.
Other	\$58,750	This revenue comprises Civic/Faith group donations (\$27,000), utilities assistance income from Energy Outreach Colorado (\$31,500), and investment income (\$250).	\$44,062	This revenue comprises Civic/Faith group donations (\$20,250), utilities assistance income from Energy Outreach Colorado (\$23,625), and investment income (\$188).

Proposed Project/Program Expenses

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$197,537	This expense comprises wages for time directly spent in food assistance and community navigation program delivery for the Executive Director, Operations Manager, Program Director (a new position to support increased programming), Food Pantry Manager, and Intake and Navigation Specialist. \$61,768 of Aurora Nonprofit Grant funds will go to this critical expense (grant funds will not contribute to benefits, payroll processing fees, or payroll taxes).	\$148,153	This expense comprises wages for time directly spent in food assistance and community navigation program delivery for the Executive Director, Operations Manager, Program Director, Food Pantry Manager, and Intake and Navigation Specialist. \$61,768 of Aurora Nonprofit Grant funds will go to this critical expense (grant funds will not contribute to benefits, payroll processing fees, or payroll taxes).
Program Supplies and/or Equipment	\$100,939	This line includes expenses such as food purchases for the pantries, program supplies including PPE, fuel/maintenance for the mobile pantry truck, and rent for program space. Based on recent decreases in in-kind food donations and increases in community members seeking food assistance, this figure includes a significant food expense increase over what AICS budgeted for 2022. Aurora Nonprofit Grant funds will contribute \$38,232 to these expenses.	\$75,704	This line includes food purchases for the pantries, program supplies including PPE, and fuel/maintenance for the mobile pantry truck. Aurora Nonprofit Grant funds will contribute \$38,232 to these expenses.
Capital	\$0	AICS does not have any capital expenditures planned.	\$0	AICS does not have any capital expenditures planned.
Contractors/Consultants	\$7,200	This expense is for a grant writing and fundraising contractor. Aurora Nonprofit Grant funds will not contribute to this expense.	\$5,400	This expense is for a grant writing and fundraising contractor. Aurora Nonprofit Grant funds will not contribute to this expense.
In-Kind Expenses	\$1,030,000	This line reflects the expenditure of all in-kind donations (primarily food).	\$772,500	This line reflects the expenditure of all in-kind donations (primarily food).

Other Program Costs	<p>Other program costs include utilities payment assistance for food pantry clients (\$30,000), outreach and marketing (\$1,500), special events (\$5,000), and all indirect program expenses (including building maintenance, trash collection, utilities, phone and internet, office supplies, bank fees, dues, and licenses, totaling \$23,193). Aurora Nonprofit Grant funds will not contribute to any of these expenses.</p>	<p>Other program costs include utilities payment assistance for food pantry clients (\$22,500), outreach and marketing (\$1,125), special events (\$3,750), and all indirect program expenses (including building maintenance, trash collection, utilities, phone and internet, office supplies, bank fees, dues, and licenses, totaling \$17,395). Aurora Nonprofit Grant funds will not contribute to any of these expenses.</p>
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SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and East Colfax Community Collective, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): C9H5PMZHJF6. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **three hundred and thirteen thousand five hundred and ninety-eight dollars and zero cents (\$313,598.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
Subrecipient	East Colfax Community Collective 1195 Newport St Ste 107 Denver, CO 80220

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

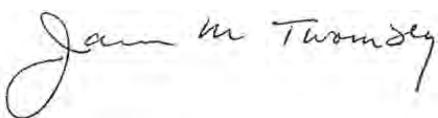
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Brendan Greene

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

North West Aurora Multilingual Legal Services and Navigation Program

Description of project/program

EAST COLFAX LEGAL CLINIC (Residential)--The EC3 has formed a deep partnership with the COVID-19 Eviction Defense Project (CEDP) to provide pro-bono legal services to NWA residents who are suffering from public health violations at their apartment complexes and/or facing eviction due to COVID impacts. CEDP was formed in April 2020 and their mission is to Keep Coloradans Housed by helping to prevent mass evictions and homelessness during and after the pandemic. In this partnership, EC3 is providing the connection to the community by processing rental assistance applications in multiple languages and then connecting NWA residents at risk of eviction to CEDP for legal counsel and representation at the ECLC. ARPA Funding will allow us to expand our outreach efforts in the 80010 Zip Code to ensure that more NWA residents are able to access this critical support. ARPA funding will cover a large portion of the salary of our Aurora full time organizer, in addition to allowing us to fund a full time Aurora Community Navigator as well as our Community Interpreters who make providing our services in all NWA languages possible. A large portion of this work will be focused on preserving Naturally Occurring Affordable Housing (NOAH) by systematically documenting public health violations that are occurring in NWA apartment complexes and working with the City of Aurora and private foundations to begin to address these issues so that we can maintain this critical stock of NOAH housing that helps to ensure a stable and reliable workforce for this City's larger expansion plans. SMALL BUSINESS LEGAL CLINIC (SBLC)--The EC3 will be growing the legal services we provide to Small Businesses in NWA by continuing to build and grow our SBLC. Expensive legal fees can be the difference between surviving and folding for smaller mom and pop businesses and the EC3 sees expanding legal services as one of the most

critical ways to support BIPOC, immigrant and refugee owned businesses in the face of rising rents and gentrification pressures. ARPA funding will enable us to expand our outreach to BIPOC owned businesses in NWA and bring on a Community Navigator who will add capacity to our Business Organizer in directly supporting NWA businesses in applying for and receiving grant and relief funding. Similar to our ECLC, the SBLC will be a one stop shop where local businesses can receive direct assistance with applications, do pro-bono consultations with trusted lawyers, and for priority cases, receive free or lo-bono representation to address legal issues. Additionally, we will conduct regular know your rights presentations at the SBLC on topics selected by local businesses on issues such as leases, Common Area Maintenance (CAM) fees, zoning, permitting, and property taxes to name a few. A portion of ARPA funding will be dedicated to banking paid consultation hours for the most urgent legal cases to ensure that we have capacity to serve those who are most in need.

HOUSING AND BUSINESS NAVIGATION—In addition to our legal clinic models, the EC3 will conduct one on one support for residents and businesses who are struggling to access relief applications in their language. The EC3 has built capacity to support our community members in any language, and we will expand our team to be able to better reach the residents and businesses of NWA with the support of the ARPA Grant.

Describe your project/program timeline and anticipated schedule of completion.

This body of work is ongoing. If funded, we will look to hire a part time residential Community Navigator and a part time Business Community Navigator by the end of 2022 and move to increase our work in Aurora to be 50% of our total workload. By Mid 2023 we would look to convert these positions to full time positions as we continue to scale up and expand our work.

How will you measure the success and impact of this program or project?

We will measure our success by tracking the following metrics: Total # of Housing Assistance Applications completed Total # of Business Relief Applications completed Total # of Housing Assistance dollars distributed Total # of Business Relief dollars distributed % of housing and business applications who received language assistance % of Race, Ethnicity, and Language who access our services Total number of Evictions Stopped (Residential and Business) # served broken down by AMI Levels # of ECLC and SBLC attendees # of Public Health complaints filed on apartment violations

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/_entity/annotation/1ed488e3-6804-ed11-82e4-002248087522/f5297cf8-6004-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/_entity/annotation/1ed488e3-6804-ed11-82e4-002248087522/f5297cf8-6004-ed11-82e4-002248087522)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this

Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: East Colfax Community Collective
Proposal/Program Title: North West Aurora Multilingual Legal Services and Navigation Program

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		121005	165500 286505
Government Grants		238,000	240000 478000
Foundation Grants	\$598,000.00		\$663,000.00 1261000
Individual Support		20000	25000 45000
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		977005	1093500 2070505

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			0
Community Organizer #1		\$36,098	40000 76098
Community Navigator #3		\$25,500	52000 77500
Business Navigator #1		\$25,500	52000 77500
Program Supplies and/or Equipment		3000	3500 6500
Interpretation		12000	12000 24000
Contractors/Consultants		20000	20000 40000
Other Program Costs		6000	6000 12000
TOTAL Proposed Project/Program Expenses		128098	185500 313598

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	121005	Please see below for detailed explanation This is a contract with the City of Denver to provide navigation and legal services in the 80220 zip code	165500	Please see below for detailed explanation This is a contract with the City of Denver to provide navigation and legal services in the 80220 zip code
Government Grants	238,000	Includes funding from the Colorado Health Foundation, CCLP, the Colorado Trust, the Denver Foundation, Gary Community Ventures, The City of Denver, AARP, Rose Community Foundation, and GES Coalition	240000	Includes funding from the Colorado Health Foundation, CCLP, the Colorado Trust, the Denver Foundation, Gary Community Ventures, The City of Denver, AARP, Rose Community Foundation, and GES Coalition
Foundation Grants	\$598,000.00		\$663,000.00	This is grassroots fundraising raised through Colorado Gives Day
Individual Support	20000	This is grassroots fundraising raised through Colorado Gives Day	25000	Gives Day
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$87,098	This will cover 60% of our Aurora Community Organizers salary and a half time Community navigator salary. We will also add a half time Business Navigator dedicated to Aurora	144000	This covers 65% of our Aurora Community organizers salary, a full time Community Navigators salary, and a full time Business Navigator's salary
Program Supplies and/or Equipment	3000	This will cover printing costs for outreach materials at 250.00 per month	3500	This will cover printing costs for outreach materials at 291 per month
Interpretation	12000	This covers interpretation costs for application assistance at 1000 per month	12000	This covers interpretation costs for application assistance at 1000 per month
Contractors/Consultants	20000	\$8000 will cover the costs to contract paid community navigators in Aurora who will expand capacity to process applications and we will dedicate \$1000 per month for additional business legal consultations on complicated and urgent cases	20000	\$8000 will cover the costs to contract paid community navigators in Aurora who will expand capacity to process applications and we will dedicate \$1000 per month for additional business legal consultations on complicated and urgent cases
Other Program Costs	6000	This will cover a series of mailers to the 80010 zip code to inform people about our navigation and Legal Clinic services	6000	This will cover a series of mailers to the 80010 zip code to inform people about our navigation and Legal Clinic services

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and New America College, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): 000000000000. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **ten thousand dollars and zero cents (\$10,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	New America College 12200 E Iliff Ave Ste 208 AURORA, CO 80014
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

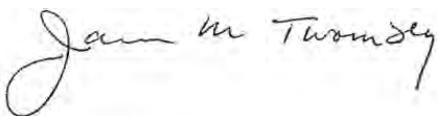
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Megan Kobzej

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

City of Aurora Scholarshipo Fund

Description of project/program

We are proposing a \$10,000 City of Aurora Scholarship Fund. The City of Aurora Scholarship Fund would provide needs-based full or partial tuition scholarships to Aurora residents to attend New America College. Our full-time, intensive (18 hours per week) programs are \$400 per month for residents/immigrants/refugees/undocumented students. This allows a student 72 hours of instruction every four weeks, with access to experienced teachers and a rigorous curriculum based on global English language standards. Students who complete our Level 6 classes do very well in university and work. Administrative staff are available to help students with virtually anything; among other things, we provide students information on universities, how to obtain an equivalency for jobs, and mental health resources. We also work closely with CPLan (www.cplandenver.net), an organization that assists educated immigrants obtain jobs in the United States. We believe that \$400 is a reasonable price for these services, and the market generally supports that. However, when we began reaching out to other area nonprofits in early 2021 to promote our programs, we were told, “\$400 might as well be \$1million for some people.” This is absolutely true. We are able to reach students who have \$400 a month. We have been unable to access students who would greatly benefit from our services but who simply don’t have an extra \$400 per month to dedicate to their education. Full-time English language programs, even at universities, are not eligible for

federal student loans. English is often put on the back burner for immigrants and refugees who need to work to make money quickly. Our mission, "Cultivating and celebrating inclusion, community, and success through a focused English language experience," is not only for those with money. We love teaching English, and we believe that it is a key factor in economic mobility. In order to administer the funds, we will: -Create a City of Aurora Scholarship Committee. The committee would consist of the Executive Director, the NAC Finance/HR Manager, and at least one other committee member. Applications will be routed through the committee to determine need. - Notify students of the award amount. We will waive the \$75 annual resource fee for students, but would require the \$75 registration fee. Books generally cost \$38-72 for a four-month course, and book costs would be considered by the scholarship committee. -Give students the placement exam and determine the best class and class time. -Start students in class. -Follow up as needed.

Describe your project/program timeline and anticipated schedule of completion.

Timeline: - Upon notification of the award, we will begin recruiting students by reaching out to our partners and other area nonprofits. - We will convene the Scholarship Committee once a month when we have applications. - We have enrollment on a monthly basis, so we can test and enroll students on a timeline that works for them. - Enroll students. - Check up with them every month to see if they plan to continue enrollment. - We would expect most funds to be depleted within 6 months, but that depends on the make-up of the scholarship awards; this is discussed more in the budget narrative.

How will you measure the success and impact of this program or project?

Evaluation for the program will include: • Student satisfaction, as rated on a survey, including if they would recommend NAC to another student; • Student completes the course with a passing grade; • Student has achieved a higher level of English, as determined on a standardized exit exam; • Required written feedback about how they will use English in the future; • Requested information about improved salary or job after they finish NAC; • Positive feedback from referral partners and the City of Aurora; • Student achievement of personal goals related to English. English language acquisition is a long-term and personal goal. We will also ask students their goals and follow-up with them. Some students may be striving for university admission, some may want to get a job that requires a certain score on an English test, some may simply want to improve their English to a level they feel comfortable with. Our standardized placement/exit exam will help us put numbers to improved English ability, but this is not the only factor in success. Sometimes just improved confidence or the ability to speak to their children's teachers is equally important for a student.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/a1762bfc-6504-ed11-82e4-002248087522/b50ebce0-6504-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/a1762bfc-6504-ed11-82e4-002248087522/b50ebce0-6504-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as

monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the

Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, Subrecipient shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Subrecipient agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Subrecipient's or its

subcontractor's coverage is renewed at any time prior to completion of the services, Subrecipient shall be responsible for obtaining updated insurance certificates for itself and such subcontractor from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: New America College
Proposal/Program Title: City of Aurora Scholarship Fund

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		10000	0 10000
Government Grants		0	0 0
Foundation Grants		0	0 0
Individual Support		0	0 0
Corporate Support		0	0 0
Earned Revenue (including events, fees, contract revenue)		1052	0 1052
In-Kind Donations		300	0 300
Other			0
TOTAL Proposed Project/Program Revenue		11352	0 11352

*The Budget Narrative has a detailed explanation of a range of expectations for earned revenue and in-kind donations.

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		861.12	861.12
Program Supplies and/or Equipment		100	100
Capital		0	0
Contractors/Consultants		0	0
Other Program Costs		0	0
TOTAL Proposed Project/Program Expenses		961.12	0 961.12

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	10000	We believe the grant funds would be fully used in Year 1. The grant funds could be used for a number of students depending on awards. Full scholarship would offer the equivalent of 25 sessions for \$400/session. This could be broken up into many different ways, for example: - 6 months of full tuition for 4 students, plus one extra month; 12 months of half tuition for 4 students; 6 months of half tuition for 8 students; 6 months of 1/4 tuition for 16 students, etc. This will depend on what the applications look like when they come in. We may also include book costs in the scholarship award, depending on the student's application.		
Government Grants		We are working on additional funds.		
Foundation Grants		We are working on additional funds.		
Individual Support		We are working on additional funds.		
Corporate Support		We are working on additional funds.		
Earned Revenue (including events, fees, contract revenue)	1052-7152	\$300-1200: \$75 registration fee for each student - the total amount will depend on the number of students who are awarded scholarships. \$152-1152: Book fees for students are \$38-72 per book for four months. (We make an extremely small profit from book sales, as we sell them almost at cost.) \$600 - 4800: Tuition costs paid by students we expect to range on average from \$100-300 per student, per session, depending on the scholarship award given to each student. Total estimated earned revenue for NAC: \$1052 - \$7152		
In-Kind Donations	300-1200	We will waive the \$75 resource fee for scholarship recipients. This is an estimate based on 4-16 scholarship awardees.		
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	861.12	This is an estimated amount for 6 months of grant funding. 2 hours of ED work per month = \$82.82 per month; 2 hours of HR/Finance Manager work per month = \$60.70 per month. \$143.52 per month x 6 = \$861.12 This would not be charged to the grant		
Program Supplies and/or Equipment	100	Miscellaneous expenses - not charged to the grant		

Capital	0
Contractors/Consultants	0
Other Program Costs	0

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and A Little Help, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): K7QMNVVGM EW8. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **eighty-five thousand dollars and zero cents (\$85,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	A Little Help 2755 S Locust St. Suite 220 Denver, CO 80222
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

A Little Help for Older Adults in Aurora

Description of project/program

In alignment with the City of Aurora’s ARPA Grant Program, ALH improves lives while mobilizing the caring power of community. ALH requests ARPA funds to support its existing and establish Older Adult Services (OAS) program in Aurora. The program will assist in the COVID-19 pandemic recovery by ensuring some of the most vulnerable Coloradans are provided with meaningful services to keep them healthy and safe. ALH’s work addresses health inequities facing older adults by mitigating risk factors and improving protective factors associated with social determinants of health (SDOH), which were exacerbated due to the COVID-19 pandemic. SDOH encompass the social, economic, and environmental factors that can affect an individual’s health and quality of life. These factors include economic stability, education, social and community context, health and access to health care, and neighborhood and built environment, all of which are key to ensuring the health and wellbeing of older adults (U.S Department of Health and Human Services, 2020). Even prior to the COVID-19 pandemic, the growth of the older adult population was expected to put immense pressure on social services, retirement homes, and assisted-living facilities. The pandemic only exacerbated an already stressed system. After nearly two years of providing services to older adults sheltering at home during the pandemic, ALH has realized that the future of aging is shifting even more than previously expected. The alarming impact the pandemic had on nursing

homes and other forms of assisted living has led many older adults to reconsider their long-term plans and prepare to age in place, making ALH's services more vital than ever. Funding will support ALH's outreach efforts to older adults, volunteers, and community partners throughout Aurora. With an enhanced presence, ALH can begin building the infrastructure necessary to support volunteer coordination and provide services to older adults in the coming years. To coordinate services, ALH staff work closely with older adults to answer questions, assist with the application process, and facilitate service requests. ALH engages retired older adults who previously worked in medicine and social work to help welcome new members and discuss their needs. Members have noted that speaking with a volunteer in a similar stage of life during onboarding increases mutual understanding and can ease hesitations about asking for help. When older adults call to request services, ALH staff enter requests into the HelpConnect CRM. Volunteers, who have been background checked through ALH's volunteer onboarding, then reach out to the older adults to coordinate service delivery. Unlike other local organizations that can only provide services during traditional business hours, ALH provides services seven days a week at all hours. Overall, support for ALH advances the future of aging and will help Aurora increase its capacity to meet older adults' emerging needs, supporting their mental, emotional, and physical wellbeing. ALH volunteers carry out services such as affordable in-home care, giving both residents and their caregivers the peace of mind of knowing their homes remain safe places to live independently. Transportation support provides access to quality grocery stores, medical providers, recreational activities, and community life. For older adults who can no longer venture outside their homes regularly, the genuine relationships they build with visiting volunteers provide consistent social connection. ALH volunteers not only check in on their older adult neighbors and provide deliveries and caregiver respite, but they also serve as a bridge to community resources and information which helps older adults stay connected and informed.

Describe your project/program timeline and anticipated schedule of completion.

While ALH's OAS program in Aurora is ongoing, below are the upcoming scheduled activities that will impact the Aurora community: July 2022 – Little Talk: Planning for Driving Retirement July 2022 – Little Talk: Cohousing with Silvernest- Benefits to Older Adults [with Cohousing Program launch] August 2022 – Intergenerational Summer Picnic; Little Talk: The Value of Building Strength as We Age [with Strength Training Program launch] September 2022 – Culinary Excursion October 2022 – Little Talk; Ditch Your Desk service groups November 2022 – Service Saturday; Culinary Excursion December 2022 – Holiday Party and Year-End Celebration; Little Talk January 2023 – Culinary Excursion February 2023 – Ditch Your Desk service groups; Little Talk March 2023 – Ditch Your Desk service groups; Culinary Excursion April 2023 – Community social event; Ditch Your Desk service groups; Little Talk May 2023 – Service Saturday; Culinary Excursion June 2023 – Ditch Your Desk service groups; Little Talk July 2023 – Culinary Excursion August 2023 – Community social event; Little Talk September 2023 – Culinary Excursion Funding will support ALH's growth, presence, and impact in Aurora specifically, leveraging each of the above activities to greater improve the quality of life for more older adults and volunteering neighbors in Aurora.

How will you measure the success and impact of this program or project?

ALH's overall evaluation approach relies on qualitative and quantitative assessments, the results of which are used to design programming, assess impact, and inform strategic planning and organizational direction. Event turnout and numbers of older adults served are used to understand and analyze effectiveness. ALH staff distribute surveys annually and use ongoing care calls to capture program satisfaction and receive feedback on areas for improvement and additional areas

of need. Measuring organizational impact on social isolation and loneliness is also an organizational priority. In 2020, ALH integrated the UCLA Loneliness Scale into its annual survey. This addition gives ALH a better understanding of its members' social isolation, ALH's impact on it, and how to adjust programming accordingly. Surveys also measure member satisfaction and feelings of community connection. Additionally, ALH maintains ongoing communication with older adults and volunteers about the services needed to address challenges specific to their geographic and cultural environments. Based on evaluation practices and information-gathering, ALH adapts services to each neighborhood and community. By July 2023, ALH will achieve the following in Aurora: • Reach 75 new members and engage 90 new community volunteers • Fulfill 100 activities (care calls, transportation, grocery delivery, etc.) for older adults • Establish five new partnerships with local health providers • 90% of older adults served will be satisfied with the home and transportation services provided • More than half of volunteers and older adults served will feel more connected to the community

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/154f4c4f-6e04-ed11-82e4-002248087522/63dcec2f-6e04-ed11-82e4-002248087dcc\)](https://arpaauracityco.powerappsportals.com/entity/annotation/154f4c4f-6e04-ed11-82e4-002248087522/63dcec2f-6e04-ed11-82e4-002248087dcc).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project

meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth

herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

A Little Help
 A Little Help for Older Adults in Aurora

Proposed Project/Program Revenue				
	Year 1	Year 2	Total	
Aurora Nonprofit Grant Request		50000	35000	85000
Government Grants		5000	7500	12500
Foundation Grants		40000	65000	105000
Individual Support		17500	22000	39500
Corporate Support		5000	7500	12500
Earned Revenue (including events, fees, contract revenue)		2500	3000	5500
In-Kind Donations		70000	80000	150000
Other		0		0
TOTAL Proposed Project/Program Revenue		190000	220000	410000

Proposed Project/Program Expenses				
	Year 1	Year 2	Total	
Personnel		82820	90000	172820
Program Supplies and/or Equipment		6430	8500	14930
Capital		0	0	0
Contractors/Consultants		9000	9000	18000
Other Program Costs		91750	112500	204250
TOTAL Proposed Project/Program Expenses		190000	220000	410000

Proposed

Project/Program

Revenue

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit				
Grant Request	50000	Funding with accelerate ALH's	35000	Funding in Year 2 will continue to support ALH's impact growth efforts, while the organization becomes more sustainable through additional community funding sources
Government Grants	5000	Funding from DRCOG and oth	7500	Funding from DRCOG and other government agencies for services rendered, increasing as services increase
Foundation Grants	40000	Funding from private grants	65000	Funding from private grantmakers to support impact growth efforts in Aurora, which will grow as impact increases
Individual Support	17500	Support from individual don	22000	Support from individual donors and fundraising events for Aurora activities
Corporate Support	5000	Support from corporate and I	7500	Support from corporate and business donors for impact in Aurora
Earned Revenue (including events, fees, contract revenue)	2500	Pay what you can member cc	3000	Pay what you can member contributions
In-Kind Donations	70000	In-kind contributions from vc	80000	In-kind contributions from volunteers: \$25/service hour FMV
Other				

Proposed

Project/Program

Expenses

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	82820	Time allocations for Metro D	90000	Time allocations for Metro Denver (25%), Operations (12%), Program (12%), and Executive (10%) department staff directly dedicated to Aurora
Program Supplies and/or Equipment	6430	Supplies for Service Saturday: 0 N/A- capital provided by alre	8500	Supplies for Service Saturdays, service groups, community events, summer picnics, and other Aurora programs and events
Capital				
Contractors/Consultants	9000	Contracted support for Memi	9000	Contracted support for Member Communications, Program Support, Bookkeeping, Grant Tracking
Other Program				
Costs	91750	Marketing/promotional mate	112500	Marketing/promotional materials (\$13,000), volunteer background and driving checks (\$1,500), volunteer appreciation (\$1,500), liability insurance (\$1,500), office supplies (\$2,500), postage/mailling (\$1,500), printing/copying (\$1,500), rent (\$2,500), software/technology (\$1,500), phone/internet (\$1,500), travel (\$1,500), volunteer in-kind (\$80,000)

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Boys Hope Girls Hope of Colorado, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): cv64kdhc5sm7. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **fifty thousand dollars and zero cents (\$50,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City
 City of Aurora, Colorado
 Attn: Controller
 15151 East Alameda Parkway
 Aurora, Colorado 80012

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 Boys Hope Girls Hope of Colorado
 3090 S. Jamaica Ct. #212
 Aurora, CO 80014

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Aurora Central High School Academy Program

Description of project/program

637,000 kids (16-19) in the United States are not attending school and do not have a diploma (KIDS Count, 2021). In 2021, Colorado ranked 47th with a graduation rate of 81%. The Aurora Public School’s 20-21 graduation rate was only 76.2%. At Aurora Central High School, it was 68.6%. Additional Colorado Department of Education data from the 2019-20 school year shows significant educational gaps between underserved student populations and their peers: 1) Students who attend Title 1 schools drop out of school at nearly twice the rate of the total student population; 2) There is an 11% gap in graduation rates between Black male students and their white peers; and 3) 13% separates Hispanic males from their white male peers. Current research shows even more troubling trends in college graduation rates: 1) Less than 30% of students in the bottom quarter of incomes enroll in a 4-year college. Less than 50% of them graduate. To address these disparities, BHGHCO works with marginalized youth across metro-Denver, ensuring scholars graduate high school and transition successfully to college. In collaboration with partner schools, BHGHCO’s year-round comprehensive Academy Program (serves up to 45 scholars at Aurora Central High School) immerses young people in academically focused, nurturing environments 4 to 5 days per week that ignite their hope, enliven their determination, and leverage their strengths. BHGHCO staff provide academic support and character development opportunities outside of normal school-day for youth (ages 14-18) growing up in poverty who attend Aurora Central High School. Professionally trained staff, community volunteers, tutors, and mentors provide scholars with personalized academic, college-preparation, and social emotional support that aligns with key principles of Positive Youth Development (PYD) (youth.gov). As one example of this support and programming:

Senior year is critical for each scholar to create a tangible pathway to college. As first-generation college-going youth, seniors are guided by BHGHCO staff through the challenging process of college access. They and their family:

- Participate in College Application Boot Camp, a one-week session (30 hours) where they complete a draft of the Common College Application essays with one-to-one mentors; finalize their resume; determine colleges of interest; research applicable scholarships.
- Receive individualized counseling around college choices, major interests, affordability, size of college and location, ensuring that a college is officially selected.
- Meet with the BHGHCO team to submit the FAFSA and receive review of all college and scholarship applications by staff and volunteer editors prior to submittal.
- Attend Collegiate Prep, a week-long event, the summer before college, to engage with BHGH scholars across the country in St. Louis, MO.
- Complete all items necessary to attend college. BHGHCO provides programming in a space that promotes a sense of safety with appropriate structure. Staff create supportive relationships with positive social norms. They provide youth with responsibilities and challenges necessary skill-building. Additional key components of BHGHCO's life-transforming program include: 1) local school partnerships (RJHS and ACHS); and 2) strong family partnerships and life skills development. We use this model for one simple reason – It works! As profiled in the Educational Policy Institutes' 2012 report, *A Blueprint for Success: Case Studies of Successful Precollege Outreach Programs*, BHGH's innovative whole-child approach to college preparatory programming helps each scholar graduate high school and successful transition to college. To date:
- One hundred percent of Academy graduates have gone on to college or military service.
- One hundred percent of the BHGHCO scholars move on to the next grade each school year. BHGHCO retention rate is 94% over the past 10 years.

Describe your project/program timeline and anticipated schedule of completion.

BHGHCO's Academy Program is ongoing and operates year-round. Scholars are recruited predominantly during their eighth and ninth grade years with the goal of each scholar staying in the Academy Program through their high school graduation. Each year, we work with Scholars at partner schools year-round to ensure each graduates from high school prepared to succeed in college. Through a combination of Academic, College Preparation, Family, and Cultural Engagement activities, it is the objective of staff to ensure that each scholar:

Activities:

- Has nightly access to tutors and access to mentors as desired.
- Participates in the college preparatory process, financial literacy training and career panels.
- Participates in school and after school activities.
- Has access to mental health supports, as necessary.

Outputs:

- In 11th and 12th grade complete at least one Advanced Placement, Dual Enrollment, or Honors Course per semester.
- Best ACT score or SAT score is at or above the national average or the scholar demonstrates improvement in their score by at least 2 points on the ACT or 100 points on the SAT.
- 16 and older engage in at least one job (or internship) each year (part-time or summer job).
- Volunteers 25 hours a year in the community.

Outcomes: After all program objectives are met, it is the goal that:

- At least 90% of scholars stay in the program through high school graduation.
- 100% of our Academy scholars advance to the next grade level;
- 85% maintain a minimum 3.0 GPA; and
- if graduating from high school, 100% go on to a 2 or 4-year college or enlist in the military.

How will you measure the success and impact of this program or project?

At BHGHCO, the ongoing academic and personal success of our scholars is priority one and how we measure the impact of BHGHCO's high-quality program. We use a whole-organization Performance Management Tool (PMT) to track a variety of data points. Domains tracked include:

- Domain A: Leadership, Governance, and Learning
- Domain B: Human Capital Management

Domain C: Business and Operations • Domain D: Resource Development and Fundraising • Domain E: Brand, Marketing, and Communications • Domain F: Programming and Participant Outcomes Data is gathered through the use of surveys, shared document files, and database records. The majority of indicators are tracked and measured automatically through regular use of Salesforce records integrated with standard BHGH processes. Performance in each domain is measured according to both compliance and outcome standards and tracked over time. Within Domain F: Programming and Participant Outcomes, both quantitative and qualitative measures are used to evaluate short-term and long-term scholar progress and overall program success: • Short term indicators include specific academic, life skill, and college-prep goals. Scholar report cards, schoolteacher feedback, and standardized test results help us track academic achievement and school socialization skills. All of this information is tracked by scholars through My Road, a web-based “road map to college” designed specifically for Boys Hope Girls Hope’s programs. The activities and experiences tracked in My Road have been identified through the latest educational research as necessary for success in school and college attainment, particularly for young people, like our scholars, who are the first in their families to attend college. • Long term indicators include high school graduation rates, college acceptances, scholarships offers, and college success rates for each scholar.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/53e13edf-6f04-ed11-82e4-002248087dcc/bc8706af-6f04-ed11-82e4-002248087dcc\)](https://arpaauracityco.powerappsportals.com/entity/annotation/53e13edf-6f04-ed11-82e4-002248087dcc/bc8706af-6f04-ed11-82e4-002248087dcc).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices

- revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
 3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
 4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
 5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
 6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
 7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

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

Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may

be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Boys Hope Girls Hope of Colorado

Proposal/Program Title:

Academy Program at Aurora Central High School

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		50000	50000 100000
Government Grants		0	0 0
Foundation Grants		120000	120000 240000
Individual Support		212000	212000 424000
Corporate Support		55000	55000 110000
Earned Revenue (including events, fees, contract revenue)		131000	131000 262000
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		568000	568000 1136000

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		400000	400000 800000
Program Supplies and/or Equipment		167950	167950 335900
Capital			0
Contractors/Consultants			0
Other Program Costs			0
TOTAL Proposed Project/Program Expenses		567950	567950 1135900

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit				
Grant Request	50000		50000	
Government Grants	0		0	
Foundation Grants	120000		120000	
Individual Support	212000		212000	
Corporate Support	55000		55000	
Earned Revenue (including events, fees, contract revenue)	131000		131000	
In-Kind Donations				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	400000	2 full-time program managers; portion of program director and executive director salary; medical, dental benefits	400000	2 full-time program managers; portion of program director and executive director salary; medical, dental benefits
Program Supplies and/or Equipment	167950	Food, Clothing, Doctor Expenses, Medicine, Transportation, Gifts, Birthdays, Holidays, Entertainment, Athletics, Recreation, Memberships, Dues, Fees, Summer Programs, Summer School, College Visits/Advisement, Graduation Fees, Technology, Books & Educational Supplies, Newspapers & Periodicals, Homework, Tutoring and Study Skills, Program Manager Training, Aftercare	167950	Food, Clothing, Doctor Expenses, Medicine, Transportation, Gifts, Birthdays, Holidays, Entertainment, Athletics, Recreation, Memberships, Dues, Fees, Summer Programs, Summer School, College Visits/Advisement, Graduation Fees, Technology, Books & Educational Supplies, Newspapers & Periodicals, Homework, Tutoring and Study Skills, Program Manager Training, Aftercare
Capital Contractors/Consultants				
Other Program Costs				

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Aurora Community Connection, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): 64606. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **forty thousand dollars and zero cents (\$40,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

- City
 - City of Aurora, Colorado
 - Attn: Controller
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- With a copy to:
 - Office of the City Attorney
 - 15151 East Alameda Parkway
 - Aurora, Colorado 80012
- Subrecipient
 - Aurora Community Connection
 - 9801 E Colfax Ave. Suite 200
 - 9801 E Colfax Ave. Suite 200
 - Aurora, CO 80010

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

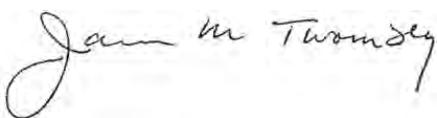
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Griselda Pena-Jackson

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Dance & Martial Arts Health Classes for Aurora Residents

Description of project/program

Funding provided by the ARPA Nonprofit Grant Program will immediately be put to work this year in support of two of our physical exercise classes, including Baile Folklorico and Martial Arts. A second year of ARPA funding would support ACC in continuing to deliver this programming next calendar year, as instructor costs are expected to increase. ACC’s Baile Folklorico program provides traditional Mexican folk dance classes to local youth, led by Adam Barrientos, who has 10 years of experience in dance, including 4 of teaching (at ACC and UCSB). Through these classes, youth participants engage in physical activity while learning about this meaningful and beautiful tradition. Each class session is highly structured. The instructor begins with an active stretching routine and a full-body workout including core exercises, which is followed by footwork practice and multiple run-throughs of dance routines. This program is especially popular among Latinx parents who value passing cultural traditions on to the next generation. The program also helps participants develop a strong sense of identity, community and belonging. In 2022, our goal is to reach 40 youth through the Baile Folklorico program. 38 youth are currently enrolled and participating in classes. We anticipate serving a similar number of participants with a second year of funding. ACC’s Martial Arts program has also been particularly popular among the youth we serve, having had a wait-list for signups in the past. Martial arts classes include 1-hour sessions, for 3 groups divided

by age, provided twice a week for 42 weeks a year. The classes are led by certified partner instructors who have backgrounds in taekwondo and have experience with local communities, as well as running the local Bushido Academy. In 2022, our goal is to reach 30 youth through Martial Arts at the Bushido Academy. We anticipate serving a similar number of participants with a second year of funding. Both of these youth exercise programs are evidence-based and holistic, reaching children who otherwise do not have the opportunities to access such health services.

Describe your project/program timeline and anticipated schedule of completion.

ACC offers folk dance and martial arts classes multiple times throughout the year, at multiple sites, giving low-income Latinx youth, ages 4–14, increased access to moderate to vigorous physical activity and community-based engagement on a regular basis. Programming is also offered during the summer, giving ample opportunities for additional out-of-school-time activities. Between both programs, 70 total Aurora youth will be reached by the end of this calendar year (40 for Baile Folklorico and approximately 30 for Martial Arts). Over two years, we anticipate reaching a total of 140 participants.

How will you measure the success and impact of this program or project?

ACC is working closely with ResultsLab this year, an outside consulting partner, to further refine our program evaluation systems. Through this work, the ResultsLab consultants working with our team will complete a data audit to get a better understanding of who we serve, the characteristics of those participants, and what we might need to do to make our programs and services more accessible to everyone. We will then define a set of quality standards for each program and service offered at ACC to strengthen the data infrastructure needed to make sure we are tracking program quality and making data-driven decisions to improve program and service delivery. In the meantime, we continue to measure the overall success of our programs by tracking a number of quantitative and qualitative measures including attendance records, pre- and post-surveys, and participant interviews for each of our programs. Currently, we record all of our family support service data in the Salesforce software administered by the Family Resource Center Association of Colorado (FRCA), monitored for fidelity by FRCA. Currently, for Baile Folklorico and Martial Arts, we collect demographic data and record attendance at each session. ACC maintains a waitlist for each of its programs, and both of these programs consistently have people on the waitlist. This is an indicator of community demand for the programs. In addition to these quantitative measures, we collect qualitative data in the form of interviews with participants and/or their parents.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/ed509a6a-7c04-ed11-82e4-002248087522/bbf945fb-7b04-ed11-82e4-002248087dcc\)](https://arpaauracityco.powerappsportals.com/entity/annotation/ed509a6a-7c04-ed11-82e4-002248087522/bbf945fb-7b04-ed11-82e4-002248087dcc).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this

Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Aurora Community Connection

Proposal/Program Title: Dance & Martial Arts Health Classes for Aurora Residents

Proposed Project/Program Revenue				
	Year 1	Year 2	Total	
Aurora Nonprofit Grant Request	\$20,000	\$20,000	\$20,000	\$40,000
Government Grants	\$12,000	\$15,000	\$15,000	\$27,000
Foundation Grants	\$20,000	\$22,000	\$22,000	\$42,000
Individual Support	\$2,000	\$2,000	\$2,000	\$4,000
Corporate Support	\$5,000	\$5,000	\$5,000	\$10,000
Earned Revenue (including events, fees, contract revenue)	\$1,271	\$1,271	\$1,271	\$2,542
In-Kind Donations				0
Other				0
TOTAL Proposed Project/Program Revenue		\$60,271	\$65,271	\$125,542

Proposed Project/Program Expenses				
	Year 1	Year 2	Total	
Personnel	\$8,200	\$9,500	\$9,500	\$17,700
Program Supplies and/or Equipment	\$8,471	\$9,500	\$9,500	\$17,971
Capital				0
Contractors/Consultants	\$41,200	\$43,271	\$43,271	\$84,471
Other Program Costs	\$2,400	\$3,000	\$3,000	\$5,400
TOTAL Proposed Project/Program Expenses		\$60,271	\$65,271	\$125,542

Proposed

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit	\$20,000	Supporting about 1/3 of program	\$20,000	Second anticipated year of funding from ARPA
Government Grants	\$12,000	Another City of Aurora grant and	\$15,000	Increased grant requests from government funders
Foundation Grants	\$20,000	Unrestricted foundation grants	\$22,000	Increased grant requests from foundation funders
Individual Support	\$2,000	Individual email campaign	\$2,000	Maintainance of individual funding
Corporate Support	\$5,000	Support from local bank and sma	\$5,000	Maintainance of corporatefunding
Earned Revenue	\$1,271	Small amount of program fees fo	\$1,271	Continued program income
In-Kind Donations				
Other				

Proposed

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$8,200	ACC Program staff support	\$9,500	Increase in program staff salaries
Program Supplies	\$8,471	Office installations, dance supplie	\$9,500	Increase in supply-cost due to inflation
Capital				
Contractors/Consult	\$41,200	Dance and martial arts instructor	\$43,271	Increase in instructor and location costs due to inflation
Other Program	\$2,400	Egagement & community outrea	\$3,000	Increase in outreach and administrative costs due to inflation

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Colorado Alliance for Health Equity and Practice, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): 123456789000. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **fifty thousand dollars and zero cents (\$50,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City
 City of Aurora, Colorado
 Attn: Controller
 15151 East Alameda Parkway
 Aurora, Colorado 80012

With a copy to:
 Office of the City Attorney
 15151 East Alameda Parkway
 Aurora, Colorado 80012

Subrecipient
 Colorado Alliance for Health Equity and Practice
 12201 E Mississippi Ave
 Suite 107B
 Aurora, CO 80012

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Infrastructure for Mobile Health and Wellness Services for Underserved Communities in Aurora

Description of project/program

Regionwide bias and institutionalized racism continue to contribute to inequities across the health care system. However such disparities cannot be addressed in isolation or without a comprehensive plan to directly engage the communities experiencing this inequity. Therefore, we will address inequity associated with health and wellness for the communities of color who have historically been marginalized in Aurora, Arapahoe County and adjoining areas. The proposed initiatives will include services associated to physical and mental health, dental and pandemic services through qualified mobile care. Through this proposed mobile services' infrastructure development we will advocate for and promote a more equitable health environment and work together with all our partners - certainly the marginalized communities and grass-root groups facing the inequity. Therefore we propose: Development of a Mobile Service Delivery Program (MSDP) supported with qualified staff and utilizing an adequately equipped vehicle in order to rapidly deploy for health and wellness care 'point of care' services. This will allow us to organize health fairs with partners such as CDPHE, Walgreens, University of Colorado schools of Medicine and Pharmacy, City of Aurora and numerous community partners from the underserved population. Also, projects related

to culturally competent education, risk-assessment screenings, precision medicine for immigrants and refugees and special health care urgent services while working in partnership with City of Aurora and all its stakeholders.

Describe your project/program timeline and anticipated schedule of completion.

We anticipate following timelines for Year 1: 1. Sept 2022: Initiate plans for project development and project startup including meeting with program officer of the City of Aurora. 2. Oct 2022: Meeting with stakeholders to publicize program, develop guidelines working with community leaders and explain goals and purpose. 3. Nov 2022: Purchase Van that is equipped with health care service station (compact exam bed, temperature control/logging,) internal storage for supplies. Note - we will consider purchasing a previously owned vehicle. 4. Jan - June 2023: Organize (6) health fairs, (5) education events at churches, Temples, Masjids, Schools, and Homeless Shelters. 5. Feb - July 2023: Translate educational material in 10 languages and create a multimedia video clips that can be downloaded on smart phones and Tablets. These will highlight the various services available in partnership with the City of Aurora (insurance programs, indigent programs, free clinics, flu shots, free COVID tests, referral services for advanced care etc.) For year 2: 1. Aug - Dec 2023: We will continue items 4 and 5. In each case we will document all events and number of marginalized community members served.

How will you measure the success and impact of this program or project?

The first step for measuring success while conducting risk-assessment of people at community sites is measuring people served and number of services provided. For the the past fifteen years and there is significant evidence that when we brings services to underserved individuals at their community sites, maximum participation is achieved. To ensure success, there needs to be direct partnership with the leaders, and genuine people of trust, from within the target population. This work requires utilizing trained Navigators (or community health workers) who are from the same community and speak the language and placed in a setting where they feel secure and respected. This approach will support risk assessment screening, education and awareness at the suitable location, and leads to connecting vulnerable families to a medical home. We will obtain performance measurement by surveying community members and their leadership at each event. We will record number of services (units of service) provided to the hard to reach populations, and the need for interpretation. Racial and ethnic minorities are significantly less likely than the rest of the population to have health insurance. We will help insure the individuals in various program: Medicaid, ACA-marketplace (Obamacare) and Colorado Indigent Program will be served free of charge. There is a new insurance program (State Option) for the undocumented that will also be utilized when appropriate, starting in Fall 2022. We have an existing Electronic Medical Record (EMR) systems with a database that collects data at the points of care at remote sites, during telehealth encounters and at (offsite) community health fairs. These database systems then interface with systems that can track patients' risk assessment measurements and chronic disease conditions through their disease life cycle. These electronic health records ensure all data from screenings, triage through point-of-care medical diagnosis and follow-up of referrals to primary care clinics or specialists will be fully captured and analyzed. Through the data analytics we can communicate with at-risk individuals in their language of choice and provide education, trainings for self-management of chronic conditions, while using language and culturally appropriate methods. All this will be possible using the proposed mobile platform.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/_entity/annotation/0c467191-9004-ed11-82e4-002248087522/22fba614-8704-ed11-82e4-002248087522\)](https://arpaauracityco.powerappsportals.com/_entity/annotation/0c467191-9004-ed11-82e4-002248087522/22fba614-8704-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance

policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:

Proposal/Program Title:

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		65000	45000 110000
Government Grants			0
Foundation Grants		24000	8000 32000
Individual Support		3368	3000 6368
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)		0	0 0
In-Kind Donations		4000	2500 6500
Other			0
TOTAL Proposed Project/Program Revenue		96368	58500 154868

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		32568	42000 74568
Program Supplies and/or Equipment		7000	7000 14000
Capital		45000	45000
Contractors/Consultants		6800	6500 13300
Other Program Costs		5000	3000 8000
TOTAL Proposed Project/Program Expenses		96368	58500 154868

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
		This will support in-part purchase of mobile Van, staff time, meetings with community leaders, community health workers, interpretation and meetings with community leaders.		This will support in-part purchase of mobile Van, staff time, meetings with community leaders, community health workers, interpretation and meetings with community leaders.
Aurora Nonprofit Grant Request	65000	with community leaders.	45000	community leaders.
Government Grants	24000	FEMA and AHC/NIH, CHF	8000	FEMA, NIH and CHF
Foundation Grants				
Individual Support	3368	individual donations	3000	individual donations
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations	4000	community volunteers and Health workers	2500	community volunteers and Health workers
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	32568	Program manager, Community	42000	Program manager, Community outreach specialist, finance and compliance for reporting, Nurse practitioner for health care services
Program Supplies and/or Equipment	7000	Medical screenign supplies, co	7000	Medical screenign supplies, copies, brochures and cell phone use
Capital	45000	Mobile Van and included hard	0	
Contractors/Consultants	6800	Interpreters, and navigators	6500	Interpreters, and navigators
Other Program Costs	5000	Meetings with community and	3000	Meetings with community and site costs

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Dedicated to Aurora's Wellness and Needs, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): N/A. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **two hundred and twenty-seven thousand five hundred and sixty-seven dollars and zero cents (\$227,567.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City

City of Aurora, Colorado
Attn: Controller
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy to:

Office of the City Attorney
15151 East Alameda Parkway
Aurora, Colorado 80012

Subrecipient

Dedicated to Aurora's Wellness and Needs
1445 Dayton Street
Aurora, CO 80010

21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Infrastructure and Specialty Care Improvement

Description of project/program

Since opening our doors, DAWN has grown at a rapid pace, in response to community needs and guided by community voice. We have increased our primary care capacity, honed our care navigation services, and added a wide range of specialty care services. Our growth trajectory demonstrates the deep trust we have garnered within the community, as patient recruitment has been word of mouth from patient to patient, from community partner institutions, or amongst care managers at University of Colorado Hospital and Medical Center of Aurora. We have partnered closely with our colleagues at Stride and Salud to provide important, new access points to their uninsured patients for specialty care services such as ophthalmology, dermatology, rheumatology, nephrology, cardiology, neurology, gynecology, and endocrinology. 2022-2023 fiscal year is an important inflection point for DAWN as a maturing organization. Owing to this rapid pace of growth, the challenges brought by the COVID-19 pandemic, and the ongoing deep community need for our services, DAWN is no longer the same small start-up as when we opened our doors more than seven years ago. As such, our team has spent the past six months building a strategic plan to achieve long-term sustainability and facilitate ongoing capacity growth. Our executive team, board of directors, community/patient representatives, and student leaders recently achieved consensus regarding the concrete steps we must take over the next two years: - The current state is characterized by a lack of standard operating policies and procedures for efficient volunteer onboarding, scheduling, and communication. This results in a loss of potential volunteers due to non-standard onboarding and training, intermittent low-level gaps in full volunteer scheduling, and limitations in our ability to communicate new changes, policies, and norms to our community at

large. DAWN will revamp our onboarding materials through a robust website redesign that leverages multimedia training tools to better onboard new volunteers - DAWN will implement a Volunteer Management Software to streamline these processes to optimize the volunteer onboarding experience. DAWN will mature our Office 365 technology infrastructure to better connect as a community and ensure HIPPA compliance and cybersecurity for our vulnerable population Owing to organic growth from early volunteer champions, our various medical clinics lack uniform structure, reducing volunteer comfort to serve in various clinical environments. This requires redundant training and prevents DAWN from maximizing the passion of individual volunteers. DAWN will hire a health care management consultant to develop standard policies and procedures to enable our current staff to better manage our various clinical services and connect volunteers with high-impact clinical care opportunities. Our specialty care services are limited by outdated and donated equipment. We have volunteer clinicians who are able to provide specialty care, but lack the equipment fully care for patient specialty care needs. We have identified that additional equipment would greatly improve our operational capacity to provide needed services to our patients and in a quality service. To guarantee success, as described above, DAWN requires additional short-term capital to hire consultants to bring the subject matter expertise needed to help build out standard operations as well as to purchase medical equipment, primarily diagnostic. This investment in our infrastructure will be a one-time cost to improve management efficiency for our current staff and expand our services, enabling DAWN to continue to do more for our patients without increasing recurring personnel expenses.

Describe your project/program timeline and anticipated schedule of completion.

Grant Period Year 1: October 1, 2022 – September 30, 2023 Theme: Infrastructure Development July 2022 – October 2022: - Understand the current state and conduct needs assessment of specific development needs for DAWN standard operations including but not limited to: - Documentation storage and standards - Communication mechanisms (mail client) - Standard clinical policies and procedures to be developed (specialty care a large gap based on stakeholder assessment) - Standard business policies and procedures to be developed Standard - On-boarding trainings to be designed/implement - Contract identified consultant to help with needs assessment, technology design and implementation of documentation storage system and communication infrastructure using Office 365 November 2022 – February 2023: - Complete engagement with consultant to design and implement Microsoft Office 365 document management and communications standards (completion January – February 2023) - Design with clinical stakeholders evolution and changes in DAWN standard clinical operations - Design with clinical and volunteer stakeholders, evolution and changes to DAWN on-boarding and training process for volunteers March 2023 – June 2023: - Write and distribute RFP for consultant to assist DAWN in development of industry-standard business operations policies and to support development of clinical policies (March 2023) - Purchase specialty care equipment that updates old, inadequate equipment and does not necessitate any changes in workflow (basic clinic equipment colposcopy, ultrasound for cardiac and gynecological ultrasounds) - Hire and complete initial engagement with consultant and DAWN governing board to design, write and implement standard business policies as well as clinical policies in accordance with industry standards. - Implement DAWN standard clinical operations changes, in both primary care and specialty care Contract Volunteer Impact (selected volunteer management software) and implement DAWN standard on-boarding process, including comprehensive trainings July 2023 – September 2023: - Write and circulate RFP for consultant to work with DAWN in HIPAA and technology security risk assessment for DAWN (July

2023) - Complete engagement with consultant and DAWN governing board to assisting DAWN in designing, writing and implementing industry-standard business operations policies and clinical policies (by end of DAWN fiscal year Q1, September 2023) - Contract consultant to work with DAWN to conduct HIPAA and technology risk assessment and work with us to implement critical security changes (Contract and kick off engagement in August – September 2023) - Work with incoming DAWN volunteers to refine changes to standard operations implemented in last year Grant Period Year 2: October 1, 2023 – June 30, 2024 Theme: Specialty Care Expansion October 2023 – March 2024: - Continue to refine and improve initial iteration of DAWN standard clinical operations, with a focus on standardization of specialty care clinics - Complete engagement with HIPAA and technology risk assessment consultant including completing risk assessment, partnering to design changes and implement changes - Renew contract with Volunteer Impact (volunteer management software) with changes as needed after Year 1 of implementation - Identify and purchase specialty care equipment to expand specialty care services (potential priorities pulmonary function tests and/or cardiac stress treadmill, or others as identified in Year 1) - Design expanded specialty care clinical services model, following standard operations design developed in Year 1 of project May 2024 – June 2024: - Implement expanded specialty clinical services that require new model

How will you measure the success and impact of this program or project?

We aim to measure success in 3 primary ways: 1) Achievement of deliverables in the timeline including contracting of all consultants and completing engagement, including implementation of all redesigned business operations standards 2) Patient reach - # of new patients enrolled in specialty care services with expansion of services with equipment 3) Stakeholder engagement via annual survey and in-person interviews to evaluate themes and outcomes serially. Themes to evaluate will include preparedness for providing services in clinic after revamped operations, satisfaction with clinic operations and if continuing to hear concerns about lack of standardization, assessing volunteer and patient experience, assessing experience of staff and board after implementation of standard business operations

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/37645aea-943b-3933-b542-e26c86e1bcc5/4b72f744-8a04-ed11-82e4-002248087dcc\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/37645aea-943b-3933-b542-e26c86e1bcc5/4b72f744-8a04-ed11-82e4-002248087dcc)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. Subrecipient shall maintain commercial general liability insurance covering all operations by or on behalf of Subrecipient on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of

use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: DAWN (Dedicated to Aurora's Wellness and Needs
 Proposal/Program Title: Infrastructure and Specialty Care Improvement

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		155,000	72,567 227567
Government Grants		0	0 0
Foundation Grants		0	0 0
Individual Support		0	0 0
Corporate Support		0	0 0
Earned Revenue (including events, fees, contract revenue)		0	0 0
In-Kind Donations		0	0 0
Other: Cash on hand		22,500	2500 25000
TOTAL Proposed Project/Program Revenue		177500	75067 252567

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel		40,000.00	35,000 75000
Program Supplies and/or Equipment		18000	10567 28567
Capital		60000	20000 80000
Contractors/Consultants		55000	5000 60000
Other Program Costs		4500	4500 9000
TOTAL Proposed Project/Program Expenses		177500	75067 252567

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	155,000	DAWN requires additional short-term capital to hire consultants to bring the subject matter expertise needed to help build out standard operations as well as to purchase medical equipment, primarily diagnostic. This investment in our infrastructure will be a one-time cost to improve management efficiency for our current staff and expand our services, enabling DAWN to continue to do more for our patients without increasing recurring personnel expenses.	72,567	DAWN requires additional short-term capital to hire consultants to bring the subject matter expertise needed to help build out standard operations as well as to purchase medical equipment, primarily diagnostic. This investment in our infrastructure will be a one-time cost to improve management efficiency for our current staff and expand our services, enabling DAWN to continue to do more for our patients without increasing recurring personnel expenses.
Government Grants	0		0	
Foundation Grants	0		0	
Individual Support	0		0	
Corporate Support	0		0	
Earned Revenue (including events, fees, contract revenue)	0		0	
In-Kind Donations	0	Since DAWN opened it's doors, more than 500 student volunteers and 100 licensed clinical providers have supported the organization's infrastructure to ensure an efficient operation of the clinic and provide high quality patient care consistently. We have 8 student directors and 18 workgroup leaders who on average spend 15 hours per week supporting operations, we anticipate that a portion of this time will be invested on a regular basis throughout the year to support and push the project forward.	0	Since DAWN opened it's doors, more than 500 student volunteers and 100 licensed clinical providers have supported the organization's infrastructure to ensure an efficient operation of the clinic and provide high quality patient care consistently. We have 8 student directors and 18 workgroup leaders who on average spend 15 hours per week supporting operations, we anticipate that a portion of this time will be invested on a regular basis throughout the year to support and push the project forward.
Other (cash on hand)	22,500	Funds have been approved funds to hire a consultant and to cover the cost of the volunteer management program	2500	For year two funds have been approved to cover the annual cost of the volunteer management program to ensure consistency and efficiency across the system (on-boarding, training, volunteer tracking, scheduling)

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	40,000.00	DAWN currently has one full time program manager (likely to transition to gap Executive Director role) and a part time MD chief operations officer. They support operations and mentor student leaders. An important part of this project is the infrastructure development, which requires collaborative work with consultants to design and implement structures that will allow future growth. This process will require time investment from the Program Manager and the MD chief operations officer to guide informed decision making and support student leaders throughout development and implementation.	35,000	As the project expands to the second year, it will require time investment from the Program Manager (role to be absorbed by future Executive Director) and the MD chief operations officer not only to guide informed decision making and support student leaders throughout development and implementation, but to ensure goals are achieved and the scope of work reaches completion
Program Supplies and/or Equipment	18000	In order to provide the appropriate level of service in our specialty clinics we anticipate the need to purchase equipment and supplies currently not available at the clinic. The purchases in year 1 will be based on the timeline proposed with our submission, following the plan outlined by the consultants and our stakeholders. We will purchase approved exam lighting for our dermatologists to have better visualization during biopsies of skin diseases and cancers, as well as for use by our gynecology volunteers during pelvic exams. We will purchase improved ophthalmoscopes for improved exams by our ophthalmologist volunteers. Lastly, we will purchase improved clinic equipment such as electronic vital signs machines.	10567	Equipment purchases in year 2 will be dependent on progress made in the first year. We would like to be able to work toward providing increase access to specialty care and anticipate that equipment purchases this year would be based on additional testing requested after we are able to expand previous testing ability in year one.
Capital	60000	The capital equipment to be purchased in this year will include an electrocardiogram machine, as well as an ultrasound that will be utilized by both Cardiology and Gynecology. DAWN will then have the ability to perform echocardiograms (to be performed by our volunteer cardiologists) and transvaginal ultrasound (to be performed by our volunteer gynecologists). In addition, we will purchase a colposcope for cervical biopsies to identify cervical cancer and other equipment to improve the ease of these exams, such as exam tables and pt positioning equipment. As we work toward additional specialty care expansion, we will work toward space expansion to accommodate expanded services and complete an additional capital equipment needs assessment to align priority needs with the capital budget. We anticipate priority needs being a pulmonary function test machine and/or an exercise cardiac treadmill to add better testing capacity for cardiac causes of chest pain, though recognize the price of capital equipment continues to be in flux nationally so these final expenditures will depend on that context. We will complete the needs assessment and start to purchase additional capital equipment at the end of year 1 and finishing in Year 2.	20000	Based on the space expansion initiative and additional capital equipment needs assessment initiated in the final phase of Year 1, we will complete the additional capital equipment purchases to respond to the needs assessment finishing in Year 2. We anticipate priority needs being a pulmonary function test machine and/or an exercise cardiac treadmill to add better testing capacity for cardiac causes of chest pain, though recognize the price of capital equipment continues to be in flux nationally so these final expenditures will depend on that context.

Contractors/Consultants	55000	<p>We have a strategic planning in place, but our major barrier was funding to complete the initiative, namely hiring in the subject matter expertise in the form of consultants (since we are a very small non-profit with limited expertise in some core non-profit operations) and the funding to purchase expanded equipment infrastructure for our specialty care services. With the funds received we will be able to hire two consultants to support and guide the infrastructure design and implementation and policy development to ensure system and patient information safety across the board.</p>	5000	<p>The work with the consultants will finish in year two to support infrastructure development, policies development and project implementation.</p>
Other Program Costs	4500	<p>One of the lessons learned from the work we have done in projects supported by consultants is that systems and programs require annual maintenance cost, including but not limited to updates, support with redesign, trouble shooting, unexpected additions to the design, and the infrastructure as a result of the extensive research of our current state, among others. Therefore we are including a maintenance line in the budget anticipating these types of expenses.</p>	4500	<p>One of the lessons learned from the work we have done in projects supported by consultants is that systems and programs require annual maintenance cost, including but not limited to updates, support with redesign, trouble shooting, unexpected additions to the design, and infrastructure among others. Therefore we are including a maintenance line in the budget anticipating these types of expenses.</p>

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Mosaic Unlimited, Inc, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): YJ6YVTBP8EB6. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **one hundred and eighty-eight thousand three hundred dollars and zero cents (\$188,300.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
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With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
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Subrecipient	Mosaic Unlimited, Inc 1797 Geneva St Aurora, CO 80010
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21. LOBBYING

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.

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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.

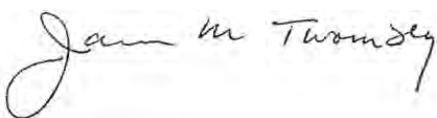
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Reid Hettich

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Community Violence Prevention Initiatives

Description of project/program

Our approach is an intentionally comprehensive and multi-disciplinary. The work will crossover between intervention and prevention. Our proposed programming will have four distinct modules that will build strength and synergy by working side by side. Safe Haven - In collaboration with the Youth Violence Prevention Program, we will be establishing Aurora’s Safe Haven program. The program is a faith based program modeled after Denver’s successful program but customized to serve Aurora and primarily utilizing Aurora assets. Safe Haven has three primary components: Recruiting, organizing and training a network of local churches and faith groups to serve the community. Aurora is a very diverse City and every effort will be made to have faith groups that reflect Aurora’s ethnic and religious diversity. Activating Safe Haven events in response to violent tragedies in Aurora. These events will provide a safe place to seek spiritual and material resources from the community. Resource professionals will be a key part of these activations. The Safe Haven network will also be active in violence prevention strategies such as training for faith groups, Peace/Prayer Rallies and other services requested or needed by our community. Strengthening Families Program - We intend to establish a comprehensive training program that strengthens families ability to (1) intervene (or seek intention from others) when their young people commit acts of violence or are victims of violence; (2) intervene as their youth exhibit the risk behaviors that tend to lead to actual violence; and (3) understand the proven protective factors that prevent young people from becoming involved in behaviors that often lead to violence. The foundation of the training will be the nationally recognized and evidence based curriculum, “Strengthening Families”. The Strengthening Families Program is designed for Parents and Youth 10-14 (SFP 10-14)

and is delivered in seven parent, youth, and family sessions using narrated videos portraying typical youth and parent situations with diverse families. The program is taught with 7-10 families over seven weeks. This scientifically tested curriculum: helps parents/caregivers learn nurturing skills that support their children, teaches parents/caregivers how to discipline and guide their youth effectively, gives youth a healthy future orientation and an increased appreciation of their parents/caregivers, and teaches youth skills for dealing with stress and peer pressure. The curriculum will be taught by trusted local community professionals that have been trained and certified. Fatherhood Support - We will be partnering with Fatherhood Support Services to launch a program that will work together with governmental entities and other local non profits to jointly create and maintain an environment that prioritizes father engagement as a critical factor in strengthening families. We understand that children and adolescents that have close and positive relationships with their fathers are less likely to engage in risky behaviors and/or substance and alcohol use. Fatherhood Support will actively reach out to young fathers through community events and utilize our community partners to promote our programming and gain referrals. Our programming will include direct services such as a Father's Support Group, classes about fathering and about the systems that can create barriers to father engagement and mentoring of young fathers. We will also provide navigation for fathers in key areas: housing, job, education and the legal system. Outreach Workers provided through these funds will promote the trainings throughout the community giving special focus to the 80010, 80011, and 80012 zip codes. The outreach works will distribute flyers, attend event, contact groups and organizations to promote the trainings and the Youth Violence Prevention Program in general.

Describe your project/program timeline and anticipated schedule of completion.

The programming described above is all scheduled to begin in September with initial direct programming along with training of staff. The Safe Haven, Strengthening Families and Fatherhood Support programs will gear up very quickly and although there will be some "start up" tasks, training and adjustments that may need to be made, the use programs will be at full strength by October 1st.

How will you measure the success and impact of this program or project?

We will track and collect the data of numbers of participants in our programs and corresponding successful outcomes. Each program module will include client satisfaction and evaluation surveys. We will track and collect data from our evaluation surveys from our collaborators.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauracityco.powerappsportals.com/entity/annotation/c515626e-8d04-ed11-82e4-002248087dcc/cb218fc0-8b04-ed11-82e4-002248087522\)](https://arpaauracityco.powerappsportals.com/entity/annotation/c515626e-8d04-ed11-82e4-002248087dcc/cb218fc0-8b04-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this

Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.
 - b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Safe Haven Budget & Narrative

Part-time Program Manager	\$24,000	
Part-time staff to manage the program including partner development and communication, outreach to faith based community, coordination of activations and events		
Outreach Specialist	12,000	
Outreach into the community to let people know about our programs is vital to being successful. Having the right people in these programs is not automatic or simple. We will have to work hard to reach into hard to reach populations and get them enrolled. Having an Outreach Specialist to coordinate the work is essential.		
Space Rental	3,000	
Office and meeting space		
Start Up Materials & Equipment	12,000	
Printing, tents, vests, shirts, storage, transportation, tables/chairs, signage		
Marketing	3,000	
Digital, social media and an effective web site that is well maintained will play an important role in connecting to our community. Digital, paper flyers and other traditional media will need to be produced.		
Training	4,000	
Training for Safe Haven staff & volunteers and youth workers in local churches		
General Operating	6,000	
Every organization has general operating expenses that are necessities for a sustainable organization. Building costs (utilities, mortgage, insurance, etc), organizational infrastructure along with human resources costs all fit into this category.		
SAFE HAVEN TOTAL	\$64,000	\$64,000

Strengthening Families Budget & Narrative

Administrative Staff	6,000
Partial cost for part-time staff to manage the program including promotion, outreach, facilitators, child care, food and incentives	
Outreach Specialist	12,000
Outreach into the community to let people know about our programs is vital to being successful. Having the	

right people in these programs is not automatic or simple. We will have to work hard to reach into hard to reach populations and get them enrolled. Having an Outreach Specialist to coordinate the work is essential.

Outreach Staff	6,000	
Partial cost for staff to attend community events, build relationships with local non profits in order to recruit participants into the program		
Marketing	3,000	
Digital, social media and an effective web site that is well maintained will play an important role in connecting to our community. Digital, paper flyers and other traditional media will need to be produced.		
Space Rental	0	
Costs covered with other funds		
Facilitator Training	1,000	
Partial cost for certified facilitator training		
Facilitators	3,000	
Partial cost for for facilitator class time		
Materials	500	
Partial cost for official training materials		
Food & Beverage	1,500	
Partial cost for food at classes		
Incentives	3,200	
Partial cost for incentives for families signing up and completing classes		
Gas Cards	500	
Partial cost for transportation reimbursement		
Child Care	600	
Partial cost for child care during classes		
General Operating	6,000	
Every organization has general operating expenses that are necessities for a sustainable organization. Building costs (utilities, mortgage, insurance, etc), organizational infrastructure along with human resources costs all fit into this category.		
STRENGTHENING FAMILIES TOTAL	\$43,300	\$107,300

Fatherhood Support Budget & Narrative

Part-Time Program Manager	24,000	
Part-time staff to manage the program including		

partner development and communication, outreach to community and community groups, coordination of classes and events		
Outreach Specialist	12,000	
Outreach into the community to let people know about our programs is vital to being successful. Having the right people in these programs is not automatic or simple. We will have to work hard to reach into hard to reach populations and get them enrolled. Having an Outreach Specialist to coordinate the work is essential.		
Volunteer/Interns Stipend	24,000	
Young father's who volunteer/help will be paid a small stipend to encourage full participation		
Marketing	3,000	
Digital, social media and an effective web site that is well maintained will play an important role in connecting to our community. Digital, paper flyers and other traditional media will need to be produced.		
Community Outreach	6,000	
Staff and materials to attend community events, build relationships with local non profits in order to recruit participants and partners to the program		
Rent/Materials/Food	6,000	
Meeting and office space, classroom and office materials, food for classes/events		
General Operating	6,000	
Every organization has general operating expenses that are necessities for a sustainable organization. Building costs (utilities, mortgage, insurance, etc), organizational infrastructure along with human resources costs all fit into this category.		
FATHERHOOD SUPPORT TOTAL	\$81,000	\$188,300

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Rocky Mountain Youth Medical and Nursing Consultants LLC, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): jRLHSMP24234. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **seventy-five thousand dollars and zero cents (\$75,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Virtual Scribe - Strategy to reduce clinician burnout and turnover while improving patient safety and satisfaction

Description of project/program

Every Child Pediatrics is proposing the utilization of virtual medical scribes in our Aurora Clinic as an effective tool to help reduce the immediate and long-term impact of COVID-19 on clinician well-being and patient satisfaction. A trained medical scribe listens to the encounter, creates a structure note in the EHR for clinicians to review and sign off. The virtual scribes are well-versed in medical terminology, language of medicine, pathophysiology, and more which helps to ensure quality and accuracy. As a result, instead of spending hours on documentation, providers only need to spend a few minutes reviewing and signing off on the note. Numerous studies indicate that much of the stress clinicians experience is driven by excessive administrative workload, such as entering data into the Electronic Health Records (EHR); 75% of clinicians who reported experiencing burnout identified the EHR as the primary contributing factor. Burnout is a long-term stress reaction marked by emotional exhaustion, depersonalization, and a lack of sense of personal accomplishment. Moreover, burnout has also been associated with lower rates of same-day chart closure. This is not any different for Every Child Pediatrics; we are experiencing a higher-than-normal volume of charts still waiting for clinicians to complete and close. When charts are not closed within a reasonable time, patient safety and quality of care suffer greatly, leaving the door

open to omissions or inaccuracies in the documentation – missing diagnosis, medication errors, duplicative testing, and procedures, among others. Equally important, reimbursement for those encounters is considerably delayed, affecting the financial sustainability of our medical practice.

Describe your project/program timeline and anticipated schedule of completion.

Goal 1 – To increase clinician capacity by 15% by utilizing the virtual medical scribe for 50% of the daily encounters. Goal 2 – To reduce clinician burnout by 25% by the end of the 12-mo pilot project

Objective 1 By January 31, 2023, 100% of the providers participating in the virtual medical scribe project will have a baseline and a follow-up score of the Maslach Burnout Inventory (MBI), to assess the changes in their feelings of burnout throughout the project. Objective 2 By March 31, 2023, baseline data for the following metrics will be documented (per provider participating in the project) – total open encounters, incomplete tasks, percentage of same-day completion and average day encounters open. Objective 3 By September 30, 2023, the metrics mentioned above will show a 15%-20% improvement in relation to baseline data. Expected qualitative and quantitative results during the funding period:

- o Reduction in patient charts backlog
- o Reduction on actionable patient items backlog
- o Improvement in internal/external referral follow-up rates
- o Reduction in clinician burnout rates
- o Improvement in rates of patient satisfaction

Month 1-2 • Vet and secure an IT vendor to provide virtual medical scribes across the traditional clinic settings. • Select cohort of 5 clinicians from the Aurora Clinic to participate in the initial implementation phase

- Set up baselines for: backlogged patient notes in AthenaHealth (ECP's Electronic Health Records); backlogged actionable patient data (labs, imaging, consult reports, home health orders) by categories; clinician burnout utilizing the Mashlach burnout test; and patient satisfaction rates.

Month 3-12 • Track daily utilization of virtual scribe per provider • Schedule huddles to assess progress on implementation, challenges, identify best practices and celebrate success stories • Collect progress of key metrics -backlogged patient notes, actionable patient data, clinician burnout, and patient satisfaction surveys- at 3, 6 and 12-mo markers, along with other metrics that can inform the impact in clinician burnout and patient satisfaction.

How will you measure the success and impact of this program or project?

Every Child Pediatrics defines a successful virtual medical scribe project as one integrated seamlessly in the medical workflows. It is perceived as an added value to the work environment and patient care, and it is embraced and utilized by clinicians and supporting staff regularly. To measure the program's success in reducing clinician burnout, we will use the Maslach Burnout Inventory (MBI) -<https://mhanational.org/mental-health-healthcare-workers-covid-19->. Overall, we will track provider charting hours within and outside work hours to assess the effectiveness and efficiency of the virtual scribe program and will utilize the patient satisfaction survey to track families' direct experience with this service. Additional metrics will be set up once we have a better understanding of the reporting capabilities of the virtual scribe tool/vendor. We are confident that once the services are adopted in each clinic, and we are able to achieve a healthy ratio of supporting staff per clinician, the improved chart completion rates and potential increased patient volume will generate enough revenue to sustain the virtual scribe services across the traditional clinics. In some cases, virtual medical scribes can decrease the documentation burden, allowing providers to see more patients. This is increasingly important when primary care settings are seeing an influx of patients each day. Whether via telehealth video conferencing, phone interactions, or in person, virtual scribes can help to increase the patient volume while relieving providers of documentation. It is estimated that providers can add 1-2 encounters to their daily workload, increasing revenue to pay for the virtual medical scribe service. On the other hand, there is an

incredible potential for increasing clinician capacity and productivity to focus on improving the coordination of patient care within our integrated care model and with external providers sharing the care of our patients. With this approach, we are also addressing clinician burnout and job satisfaction, resulting in a genuinely positive impact on the quality of patient care. When we consider the transition to value-based payment models and the significant financial impact of replacing a clinician -up to three times their annual salary, this approach might be more appealing and sustainable for us in the long run.

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/cd5a0b45-8c04-ed11-82e4-002248087dcc/c451a82f-8c04-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/cd5a0b45-8c04-ed11-82e4-002248087dcc/c451a82f-8c04-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient

- b. brief description of purchase
- c. amount with method of computation detailed
- d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
 11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
 13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
 14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
 15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
 16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
 17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
 18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
 19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
 20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
 21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
 22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
 23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.

- b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is

renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: Rocky Mountain Youth Medical and Nursing Consultants LLC. Dba Every Child Pediatrics

Proposal/Program Title: Virtual Scribe - Strategy to reduce clinician burnout and turnover while improving patient safety and satisfaction

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request	\$ 75,000.00		\$ 75,000.00
Government Grants	\$ -		\$ -
Foundation Grants	\$ -		\$ -
Individual Support	\$ -		\$ -
Corporate Support	\$ -		\$ -
Earned Revenue (including events, fees, contract revenue)	\$ 49,655.00		\$ 49,655.00
In-Kind Donations	\$ 5,000.00		\$ 5,000.00
Other	\$ -		\$ -
TOTAL Proposed Project/Program Revenue	\$ 129,655.00	\$ -	\$ 129,655.00

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel	\$ 45,655.00		\$ 45,655.00
Program Supplies and/or Equipment	\$ 1,000.00		\$ 1,000.00
Capital	\$ -		\$ -
Contractors/Consultants	\$ 78,000.00		\$ 78,000.00
Other Program Costs	\$ 5,000.00		\$ 5,000.00
TOTAL Proposed Project/Program Expenses	\$ 129,655.00	\$ -	\$ 129,655.00

Budget_1055
Budget Narrative

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	\$ 75,000.00	To cover most of the cost of the Virtual Scribe vendor - see below		
Government Grants	\$ -			
Foundation Grants	\$ -			
Individual Support	\$ -			
Corporate Support	\$ -			
earned revenue (including events, fees, contract)	\$ 49,655.00	To cover the Porject Manageent costs (staff time, training time, equipment) - see below		
In-Kind Donations	\$ 5,000.00	To cover other program costs - see below		
Other	\$ -			

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$ 45,655.00	See chart #1 below ipads back up equipment		
Program Supplies and/or Equipment Capital	\$ 1,000.00	Technology tools as back up or for providers that prefer not using the phone app - 2 units * \$500 each		
Contractors/Consultants	\$ 78,000.00	"Virtual Scribe fees - estimated \$6/encounter 5 providers participating in the project 10 daily encounters/provider on average 5 days/wk - 52 wks | \$6/encounter * 13,000 encounters		
Other Program Costs	\$ 5,000.00	Ongoing administrative support throughout the project's duration, monthly reporting, and other grant conditions.		

CHART # 1

Project Management	# of Units	Description	Cost per Unit	Total Funding
<i>Clinician Champion FTE</i>	192.00	Medical Provider that promotes and supports the implementation of the virtual scribe project	\$85.00	\$ 16,320.00
<i>Project Manager FTE</i>	480.00	Project Manager that will lead the different phases of the project (pre-implementation, implementation, post-implementation, onboarding new providers, continuous improvement).	\$41.00	\$ 19,680.00
<i>Clinic Manager FTE</i>	128.00	Quality assurance - point of contact for chart completeness	\$35.00	\$ 4,480.00
<i>Director of Innovation & Technology FTE</i>	30.00	Oversight of technological requirements and interface with EHR	\$85.00	\$ 2,550.00
<i>Training/Ramp up Adoption</i>	35.00	5 Providers, 1 Champion & 1Program Manager Time for initial virtual scribe training	\$75.00	\$ 2,625.00

Total	\$45,655.00
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SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and Community Enterprise Development Services, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): XGENN65XJKY1. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **fifty thousand dollars and zero cents (\$50,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

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.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

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. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

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. Subrecipient 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.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

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

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

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 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.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO

JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Authorized Representative

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

Office and Training Room Buildout

Description of project/program

CEDS Finance recently moved into a new office space on East Colfax. One of the most exciting elements of the new office is the amount of space available. There is a very large area to use as a conference room and another adjacent area that will be furnished as a training space for entrepreneurs to learn business skills necessary to become loan ready and help them grow their businesses. Ideally, this space could hold up to 50 people for a training session, and the conference room holds an additional 15 people. Opening these adjacent spaces together allows CEDS Finance to host events accommodating more than 100 community members and business owners. While CEDS Finance will use this space for its own work, it welcomes community partners and organizations to use the space free of charge for their own training and meeting needs. However, the space requires meaningful reconfigurations. The conference room lacks walls, which is necessary for confidentiality and to allow for both the adjacent training space and conference room to be in use at the same time. Permanent walls, however, would limit the use of the space. To create a multipurpose space, sliding-glass, partition walls need to be installed on three sides of the conference room. This will adequately separate it from the training center and office area. Additionally, a door will need to be created in the back of the training room so that people can more easily access the bathrooms. At present they must walk through the entire office, basically

making an entire circle to reach it. This is not sustainable for 30+ trainees during regular business hours. CEDS Finance will soon require additional workspaces for three more staff members, as it grows to keep up with small-business growth in Aurora. The space directly next to the conference-room area has been identified for these new offices. CEDS Finance does not currently have a kitchen. Because this building was one office and now has multiple suites, the CEDS Finance suite currently does not have a sink or dishwasher. Part of building out the new kitchen will require installing a sink and dishwasher where supplies are currently stored because that is where the water access is located. This is essential to daily operations. Part of providing a culturally relevant space that puts clients at ease is providing them with tea, coffee, or water, as they would expect in their home country. To eliminate the impact on the environment and to be more authentic, CEDS Finance uses glasses to provide refreshments and needs a place to wash those dishes. This becomes even more important when we begin hosting 30-person trainings and 15-person meetings in the conference room for entrepreneurs and partners. Because the kitchen is being moved to the supply closet, the supplies will need to move back into the training space. Shelving will be required to properly store everything. Additionally, a door will be required to seal off the storage hallway to keep CEDS Finance supplies separate from supplies used for the training/conference rooms. In the main office space, additional work needs to be done to privatize three office spaces. They are located in the main office location but do not have doors nor ceilings. Conversations in person and on the phone can be heard throughout the entire office, which is not ideal with staff speaking with clients and applicants about sensitive data, including income, social security numbers, etc. CEDS Finance intends to install doors on the three office spaces as well as acoustic ceiling tiles. The ceiling tiles will allow for continued air flow while limiting the sound that goes into and out of those offices. Finally, an additional meeting space will need to be developed to provide more space for client, applicant, and staff meetings next to the Executive Director's office. A three quarter wall needs to be topped with glass and it needs to be enclosed on the final side with a door and furnished.

Describe your project/program timeline and anticipated schedule of completion.

We anticipate that this buildout will be a nine-month project, completed in the first half of 2023. The project has been designed in four phases. Phase 1: The Needs Assessment will be to identify a complete items of items to be procured, from where, and how much; as well as work to be completed. CEDS Finance is currently in this phase of the project. Phase 2: Once the needs are clearly identified, contractors are selected in the Procurement phase. CEDS Finance will follow its documented procurement guidelines to select the final vendors. Phase 3: Contractors will complete their work in the Build Out stage. Careful oversight and time management will be important to ensure work is completed within the project window. Phase 4: The final stage, Implementation, will ensure the office is ready to welcome new staff and new clients in the office.

How will you measure the success and impact of this program or project?

The ultimate success of this project shall be measured by deployment of small business loans and stronger business skills possessed and demonstrated by our clients. While access to capital and TA are both measurements of success, high-quality TA contributes to greater small business loan deployment. The single biggest factor contributing to higher deployment is the number of underwriters. The more underwriters, the more capital can be invested into the community. More underwriters, requires more office space, specifically space to serve clients comfortably, confidentiality, and in a culturally respectful manner. Specific metrics that will be used to measure the success and impact of the program will be the following: Number and dollars of loans

deployed Number and dollars of loans deployed per underwriter Number of people served in our office Number of training attendees Number of business owners receiving TA at our office Number of partner and community organizations using our office Number of people partner organizations serve and interact with while using our office

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/entity/annotation/2ef47b51-9004-ed11-82e4-002248087522/e0d9f813-8f04-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/entity/annotation/2ef47b51-9004-ed11-82e4-002248087522/e0d9f813-8f04-ed11-82e4-002248087522).

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

- Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
 5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
 6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
 7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. 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 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 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.

b. 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, 14 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Subrecipient shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Subrecipient shall maintain Employers Liability Insurance with minimum limits of \$500,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury disease aggregate. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. Subrecipient shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability and Auto Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. Subrecipient's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

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

Professional Liability Insurance. Subrecipient shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Subrecipient, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Subrecipient's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within ten (10) days of the expiration date of any previously delivered certificate.

Organization Name:
Proposal/Program Title:

CEDS Finance
 Training Room and Office Build Out

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request	\$100,000.00		\$100,000.00
Government Grants	\$20,000.00		\$20,000.00
Foundation Grants	\$7,500.00		\$7,500.00
Individual Support			\$0.00
Corporate Support			\$0.00
Earned Revenue (including events, fees, contract revenue)	\$20,000.00		\$20,000.00
In-Kind Donations			\$0.00
Other			\$0.00
TOTAL Proposed Project/Program Revenue	\$147,500.00	\$0.00	\$147,500.00

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			\$0.00
Program Supplies and/or Equipment	\$10,000.00		\$10,000.00
Capital	\$107,500.00		\$107,500.00
Contractors/Consultants	\$30,000.00		\$30,000.00
Other Program Costs			\$0.00
TOTAL Proposed Project/Program Expenses	\$147,500.00	\$0.00	\$147,500.00

Proposed Project/Program

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	\$100,000.00	To cover the majority of the capital expenses because		We anticipate the
Government Grants	\$20,000.00	SBA TA Grant		
Foundation Grants	\$7,500.00	General Operating Grant, does not allow capital expense		
Individual Support				
Corporate Support				
Earned Revenue (including events, In-Kind Donations	\$20,000.00	Money earmarked to cover any shortfalls that arise due		
Other				

Proposed Project/Program

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel				
Program Supplies and/or Capital	\$10,000.00	Furniture, technology equipment, dishwasher, acoustic		
Contractors/Consultants	\$107,500.00	glass partitions for conference room, walls for office		
Other Program Costs	\$30,000.00	Anticipated costs for hiring consultants and contractors,		



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Innovest Portfolio Solutions LLC in the amount of \$67,750 for investment advisory services associated with the City's 457 and 401(a) plans through December 31, 2023

Item Initiator: Nancy Wishmeyer, Controller

Staff Source/Legal Source: Nancy Wishmeyer, Controller / Hanosky Hernandez, Sr. Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Innovest Portfolio Solutions LLC in the amount of \$67,750 for investment advisory services associated with the City's 457 and 401(a) plans through December 31, 2023
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title: Nancy Wishmeyer, Controller / Hanosky Hernandez, Sr. Assistant City Attorney
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time for Study Session

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 2022 award to Innovest Portfolio Solutions LLC for consulting services associated with the City's 457 Deferred Compensation Plan and the 401(a) Executive Money Purchase Plan in the amount of \$64,500 was approved by City Council on November 22, 2021.

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

The Finance Department is requesting approval to award a single source contract for consulting services associated with the City's 457 Deferred Compensation Plan and 401(a) Executive Money Purchase Plan. Innovest was selected as the result of an open solicitation process conducted in 2013 (R-1614) to complete a fiduciary review of the City's 457 Deferred Compensation Plan. In addition, they assisted the City in creating by-laws for the Board of Directors, developing a work plan to manage the 457 Plan due diligence process, and consolidating to one provider.

Based on their previous work, Innovest has a thorough knowledge and understanding of the City's 457 Plan. And by designing a similar investment menu structure for the 401(a) Plan, Innovest can utilize a similar due diligence and monitoring framework for the two plans. In 2019, consulting services for the 401(a) Plan were added to the Innovest contract as efficiencies were gained by having the same consultant provide services for both plans.

For 2023, Innovest proposes an increase in the fee by \$3,250 for a total fee of \$67,750.00 to account for 5% CPI increase; the proposed fee is considered fair and reasonable.

QUESTIONS FOR COUNCIL

Does council approve the single source award to Innovest Portfolio Solutions LLC in the amount of \$67,750.00 for consulting services associated with the City's 457 Deferred Compensation Plan and 401(a) Executive Money Purchase Plan through December 31, 2023?

LEGAL COMMENTS

The Finance Department is authorized to procure agreements with experts in financial areas related to debt issuance, investment management, and cash management, including but not limited to underwriters, investment advisors, financial consultants, trustees, safekeeping and other services not covered by the city's depository agreement, bond-paying agents, registrar services, and POS/OS printing. Agreements of at least \$50,000.00 but less than \$2,000,000.00 which were not subject to any open, public, solicitation process, as well as the renewal or extension of those contracts, shall be authorized by city council. City Code Section 2-672(3)(b) & Section 2-674-2. (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: The proposed contract in the amount of \$67,750 will be funded from org 34001 – Financial Services Admin in the General Fund.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

City of Aurora 457 & 401 A Plans
EXHIBIT A
Revised 10/27/2022
Scope of Work and Fees
DATE
Consulting Fees

On-going Retainer Consulting 457 Plan.....	\$52,000
On-going Retainer Consulting 401A Plan.....	\$15,750
Plan Participant Education (as needed).....	\$2,500.00 per day**

Retainer consulting services include:

- Co-fiduciary services and plan governance
- Comprehensive investment program review and detailed fee evaluation
- Custodial evaluation and selection
- Investment menu optimization
- Mapping strategy development
- Vendor contract negotiation and conversion coordination
- Participant education coordination with vendor
- Custom model portfolio design and construction
- Investment manager evaluation and selection
- Investment policy development
- Asset allocation review and modeling
- Performance measurement, attribution, and reporting
- Ongoing investment monitoring
- Alternative investment evaluation and selection
- Technology assistance
- Fiduciary and Trustee education and workshops
- Retirement plan benchmarking and fiduciary review
- Quarterly meetings with 457 Committee

CONSULTANT

Innovest Portfolio Solutions LLC
7979 East Tufts Ave, Suite 1700
Denver, CO 80237



Signature - Consultant

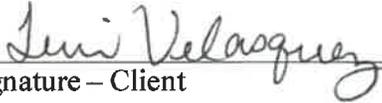
Jared Martin

Print Name

Date October 27, 2022

CLIENT

City of Aurora 457 Plan
15151 E. Alameda Parkway, Suite 3500
Aurora, CO 80012



Signature - Client

Terri Velasquez

Print Name

Date October 27, 2022



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to LOOMIS, Aurora, Colorado in the Amount Not-to-exceed \$65,000.00 for Armored Car Services. (RFP-1972)

Item Initiator: Heidi Ellis, Procurement Agent, Finance

Staff Source/Legal Source: Nancy Wishmeyer, Controller / David Lathers, Assistant City Attorney SR

Outside Speaker: N/A

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Nancy Wishmeyer, Controller / David Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

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 initial award was approved by City Council at the November 19, 2019 City Council meeting, Agenda Item 9k.

The first extension was approved by City Council on the November 16, 2020 City Council meeting, Agenda Item 9g.

The second extension was approved by City Council on the January 10, 2022 City Council meeting, Agenda Item 10c.

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

The Finance Department has an ongoing need to provide armored car services to pick-up and deliver monetary items to the bank and various city locations by the next business day. Loomis was awarded the contract for being the top-ranked firm. Staff requested the 2023 pricing from Loomis for this third and final extension year. Loomis is proposing a \$4.50 increase per service trip, and a \$5.00 increase for Off Day Charges. All other charges and terms and conditions will remain the same. The overall price proposed for 2023 is a combined increase of 4.5% over the 2022 pricing.

Given that the Municipal Cost Index reflects an average increase of 9.40% from August 2022, their renewal price is considered to be fair and reasonable. Based on the above, staff recommends extending the contract for the third and final year to Loomis, Aurora, Colorado in the not-to-exceed amount of \$65,000.00.

QUESTIONS FOR COUNCIL

Does City Council approve this second option year extension with Loomis for armored car services in the not-to-exceed amount of \$65,000.00?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower price (adjusted for inflation), and such extension is in the best interests of the City (City Code Section 2-674(2), and City Code Section 2-672(a)(4))(Lathers).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this service will come from the 34402-Central Cashiering and 62300 Services -Technical.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

testing not meeting state requirements. He stated his to bring the American Bully Kennel Club (ABKC) Junior Handler's Program and show to Aurora and that location.

Dena McClung discussed her involvement and experience in public service and how Council Member Richardson helped her and her neighbors mitigate their concerns related to an unsafe intersection in Ward IV. She expressed appreciation to Council Member Richardson for his efforts in that regard and encouraged the remainder of City Council to follow his example and listen to their constituents.

Dick Moore discussed the recent public speakers at City Council meetings, noting most of them did not represent the way he felt about things and that was why he chose to speak. He believed there were a lot of people who thought the way he did and pointed out the unfairness to Council when 30+ people spoke on the same subject when the Council had City business to do. He noted he had strong opinions about certain things such as: the trailer park, which he saw as a free enterprise situation; the half-naked man who spouted negative comments was embarrassing; he agreed with Council Member Gruber's comments from the floor but not that he made them from the floor; and his belief in preservation of the City's law and order. He expressed appreciation to Mayor LeGare for his service to Aurora.

Kristin Mallory expressed her shock at the brazen *Blue Lives Matter* symbolism displayed on the dais especially given the state of turmoil in the City from police violence and protesters regarding Elijah McClain's death. She pointed out that while wearing the t-shirts might be meant to support and honor the work and sacrifices of law enforcement, the symbolism was used by White Supremacist and Neo-Nazis because it co-opted the *Black Lives Matter* movement and repurposed it to shift focus onto law enforcement. She stated the Council's display made it very clear that Elijah McClain and black lives did not matter.

Council Member Richardson stated police officers put their lives on the line every time they put a uniform on, noting those who did not acknowledge that should be happy because the next City Council would be the most anti-police Council the City has had in its history.

Edith Henke spoke in opposition to the sale of mineral rights for the purpose of drilling wells elsewhere that would be drilled horizontally to these minerals and discussed the impact those sales would have on the City of Aurora and its residents and businesses. She asked City Council to rethink the situation and the rush to make a decision, noting the people of Aurora were the Council's employers and not the other way around.

Ellen Woo stated her view of the City of Aurora, noting it was not a *Welcoming or All-American City* but was rather a place of hate, discrimination, gentrification, disparity, displacement, and marinization. She discussed the City Council's demonstration of their desire to shut down First Amendment rights; their lack of knowledge regarding red-lining, the 14th Amendment, Deferred Action for Childhood Arrivals (DACA), refugee and immigration rights; and questionable spending. She noted the need for an independent forensic financial audit of GEO and City expenditures and the police department especially as it related to assault.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9 o General**

Business

- ◆ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

- k. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Loomis, Aurora, Colorado in the amount not-to-exceed \$60,000.00 for armored car services, RFP R-1972.
Presenter: Nancy Wishmeyer, Controller, Finance
- l. Consideration to Increase in funding to a SINGLE SOURCE CONTRACT in the amount of \$159,265.00 for additional environmental investigations at and around the previously closed landfill near Highway 30 and Mississippi Avenue. **(Staff Requests a Waiver of Reconsideration)**
Presenter: Karen Hancock, Planning Supervisor, Planning & Development Services
- m. Consideration of the Agreement to Undertake and Pay Costs of Severance Study (For Streetlight Acquisition)
Presenter: Michael Lawson, Manager of Community Development, Finance

Motion by Watson, second by Roth, to approve items 9a – 9m with a waiver of reconsideration of item 9l.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

Final Ordinances

- ◆ n. **2019-87**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, approving the Second Amendment to the Annexation Agreement between the City and Freund Investments, a partnership, dated August 28, 1973, in book 1893 at page 166 of the records of Adams County, Colorado as amended by the First Amendment to Annexation Agreements by and between the City and Aurora Business Center, a Colorado Limited Partnership, dated August 11, 1980 and recorded October 14, 1980 in book 2499 at page 493 of the records of Adams County, Colorado.
Presenter: Vinessa Irvin, Manager of Development Assistance, General Management

Motion by Roth, second by Bergan, to approve item 9n.

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

- ◆ o. **2019-88**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, declaring a moratorium on all New Cultivations of Industrial Hemp for a period of ten months.
Presenter: Robin Peterson, Mgr of Marijuana Enforcement, Finance

Motion by Roth, second by Berzins, to approve item 9o.

Council Member Johnston stated her support of the item because the state was finalizing the difference between cannabis and hemp and security and a moratorium was a responsible way to address policies as those issues were sorted out.

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

- ◆ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

b. 50th Anniversary of Defense Support Program Satellite Launch

Mayor Coffman read the proclamation recognizing November 6, 2020 as the 50th anniversary of the Defense Support Program Satellite Launch.

7. PUBLIC INVITED TO BE HEARD (non-agenda related issues only)

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Roger Sherman introduced the speakers.

8. ADOPTION OF THE AGENDA

a. RECONSIDERATION FOR RESOLUTION R2020-24 - to Suspend Certain Council Rules

Staff Source: Susan Barkman, Interim City Clerk

Staff Attorney: Dan Brotzman, City Attorney

Motion by Coombs, second by Marciano, to approve item 8a.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

Motion by Johnston, second by Gruber, to adopt the agenda with the continuance of item 13a to December 7, 2020.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

9. CONSENT CALENDAR

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar

a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not to exceed \$135,000.00 to cover the cost of Akta Klor 25 water treatment chemical (Sodium Chlorite) from 11/1/20 through 2/28/21.

Presenter: Bobby Oligo – Manager of Water Treatment – Aurora Water

Attorney: David Lathers, Sr. Assistant City Attorney

b. Consideration to AWARD A SINGLE SOURCE CONTRACT to BKD, LLP Denver Colorado in the amount of \$978,690 for financial statement audit services through the year 2025

Presenter: Nancy Wishmeyer, Controller

Attorney: Hanosky Hernandez, Assistant City Attorney

c. Consideration to AWARD AN OPLENLY SOLICITED contract to Saunders

♦ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Construction, Englewood, Colorado in the amount of \$7,832,036 for Work Package 2 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A

Presenter: Watson, Elly, Manager of Business Services
Attorney: David Lathers, Sr. Assistant City Attorney

d. Consideration to AWARD A SINGLE SOURCE Contract to the Aurora

Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed \$550,000 for services to retain, expand, and attract companies and employment within the City of Aurora.

Presenter: Butz, Frank - Project Manager - Planning & Development Services
Attorney: McKenney, Christine, Client Group Manager

e. Consideration to AWARD A SINGLE SOURCE CONTRACT to SmartSafety Software, Boise, ID in the amount of \$67,600.00 to provide traffic accident drawing/diagramming software for the Police Department's use of the State of Colorado Accident form.

Presenter: Scott Newman, CIO, IT Department
Attorney: David Lathers, Sr. Assistant City Attorney

f. Consideration to Award a Single Source Contract to Innovest Portfolio Solutions

LLC, Denver Colorado in the amount of \$64,500 for consulting services associated with the City's 457 Deferred Compensation Plan and the 401(a) Executive Money Purchase Plan through December 31, 2021.

Presenter: Nancy Wishmeyer, Controller
Attorney: Hanosky Hernandez, Assistant City Attorney

g. Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Loomis,

Aurora, Colorado in the amount not-to-exceed \$60,000.00 for armored car services, RFP R-1972.

Presenter: Fillinger, Bryn, Mgr Of Purchasing & Contracts
Attorney: David Lathers, Sr. Assistant City Attorney

Motion by Bergan, second by Berzins, to approve items 9a – 9g.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

10. RESOLUTIONS

a. A Deaccessioning of "On the Move 1"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL TO DEACCESSION AND

- ♦ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

7. **PROCLAMATIONS OR CEREMONIES**

7.a. Dr. Martin Luther King, Jr. Day

Mayor Coffman read the proclamation declaring January 17, 2022, Dr. Martin Luther King, Jr. Day.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

Council heard call-in public testimony on non-agenda related items.

Council Member Lawson asked staff who was responsible for terminating the Morning Star Program and why Council was not consulted in that regard.

Mayor Coffman noted that was significant enough of an issue to put on the next study session agenda.

Council Member Lawson concurred.

Council Member Marcano asked for the reasoning behind why recreation centers were being closed to be added to the study session as well.

Mayor Coffman concurred.

9. **ADOPTION OF THE AGENDA**

9.a. Enclave at Saddle Rock Site Plan Presentations (Item 13.a.)

Appellant presentation (if approved by Council)

Applicant presentation (permitted under Council Rules)

Motion by Bergan, second by Zvonek, to adopt the agenda as amended to allow for the appellant of item 13a to make a 15-minute presentation.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. Quincy Reservoir Phase 1 Best Management Practices – Hydroponics and Littoral Zone Project

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Hazen and Sawyer, D.P.C., Hicksville, NY in the amount of \$193,630.00 for providing Engineering Services for the Quincy Reservoir Phase 1 Best Management Practices Hydroponics and Littoral Zone Project, Project No. R-2121

Elizabeth Carter, Principal Engineer, Aurora Water / Dave Lathers, Assistant City Attorney

10.b. Tollgate and Sand Creek Interceptor Diversion Structure Project, Project No. R-1642

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Mott MacDonald LLC, Denver, Colorado in the amount of \$146,738.00 for services during construction (SDC's) and post construction services for the Tollgate and Sand Creek Interceptor Diversion Structure Project, Project No. R-1642

Andrea Long, Senior Engineer, Aurora Water / Dave Lathers, Assistant City Attorney

10.c. Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Loomis, Aurora, Colorado in the amount not-to- exceed \$65,000.00 for armored car services, RFP R-1972

Nancy Wishmeyer, Controller / Ian Best, Assistant City Attorney

10.d. Amendment to South Parker Road / East Quincy Avenue/Smoky Hill Intersection Design

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with David Evans & Associates Inc., Denver, Colorado in the amount of \$748,433.00 to provide final design phase and environmental study services for South Parker Road/East Quincy Avenue/Smoky Hill Intersection Improvements Project, R-1950

Victor Rachael, Deputy Director Public Works / Ian Best, Assistant City Attorney

10.e. Consideration to AWARD A SOLE SOURCE CONTRACT to Radix Metasystems, Aurora, Colorado in the amount of \$136,710.37 for the Nighthawk LEOVision software subscription renewal for the Aurora Police Department through January 31, 2023

Scott Newman, Chief Information Office, IT / Ian Best, Assistant City Attorney

10.f. Consideration to AWARD A SINGLE SOURCE CONTRACT to Stone Security, LLC, Salt Lake City, Utah in the amount of \$74,465.00 for annual support of the City's Axis security cameras and video software through January 12, 2023

Scott Newman, Chief Information Officer, IT / Ian Best, Assistant City Attorney

- 10.l. Consideration to EXTEND A SINGLE SOURCE AWARD for the annual subscription of golf point of sale software in the not-to-exceed amount of \$69,000.00 to Golf Now, Chicago, IL through December 31, 2023.

Doug McNeil, Manager of Golf / Ian Best, Assistant City Attorney

- 10.m. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction, Inc. in a not-to-exceed amount of \$316,846.00 for Colfax Streetscape Improvements; Project 5861A the.

Philip Nachbar, Planning and Development Services Project Manager / Dave Lathers, Senior Assistant City Attorney.

Motion by Bergan, second by Marcano, to approve items 10a – 10m.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

- 10.n. Consideration to AWARD A SINGLE SOURCE Contract to the Aurora Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed \$550,000 for services to retain, expand, and attract companies and employment within the City of Aurora.

Frank Butz, Project Manager, Planning & Development Services / Christine McKenney, Manager of Client Services

Frank Butz, Project Manager, Planning & Development Services, provided a summary of the item.

Mayor Coffman asked if jobs paying a livable wage could be audited. Mr. Butz stated they complied in that regard.

Council Member Marcano stated he pulled the item out because of the audit results. He asked staff to speak to how far along the City was in the process of following best practices because there were many areas where the City was only slightly complying or not complying at all with leading practices. He expressed concerns related to approving an agreement where best practices were not being followed and meaningful metrics were not being provided. Mr. Butz stated staff had frequent conversations with the AEDC to ensure they were diligently satisfying the audit recommendations. He noted some of those were ongoing and staff had monthly meetings with the AEDC where they discussed these concerns.

Andrea Amonick, Planning & Development Services, stated some of the metrics were based on an annual report AEDC provided that would be reviewed with staff in January and then reported back to Council. She stated staff would be happy to provide a full report once the data was reviewed.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT to MMLJ INC., Houston, Texas in the amount of \$68,000.00 for the purchase of a Portable Dustless Blasting System.

Item Initiator: Cyndi Winner - Procurement Agent - Finance

Staff Source/Legal Source: Sandra Youngman – Code Enforcement Manager/ David Lathers - Senior Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Sandra Youngman, Code Enforcement Manager/ David Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> 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.)*

After extensive research, the Neighborhood Support Division has selected the Dustless Blasting DB800 Mobile XL to assist in their efforts to remove graffiti quickly and effectively. The Dustless Blasting DB800 Mobile XL is a proprietary system for removing graffiti. Currently, a chemical is used to remove graffiti from brick, stone, concrete, and other masonry objects. The chemical process always takes multiple attempts to remove the majority of the graffiti but fails to remove everything from the surface. The use of the proprietary mobile dustless blasting system will allow the Graffiti removal team to remove the graffiti in one attempt while having the option to use a variety of removal medians to best fit each situation. This system uses water to encapsulate the abrasive and coating being removed, which prevents them from becoming airborne and being inhaled. Significant dust reduction increases visibility and reduces accidents. Due to no dust plumes or toxic chemicals, it can be used in areas with strict environmental rules and regulations. Currently, this is the only system available on the market that allows the ability to switch between wet and dry blasting, you can use any abrasive in the Dustless Blasting system, such as non-crystalline silica crushed glass, copper slag, coal slag, sand, garnet, and organics (walnut, corncob, soda, etc.). The use of Dustless Blasting D800 Mobile XL can also be utilized by different city entities to remove graffiti from delicate areas and surfaces.

Staff has confirmed that MMLJ INC is the sole authorized dealer for Mobile Dustless Blasting System. The pricing for the city is the same as charged to any other Municipality. Therefore, it is considered to be fair and reasonable.

Based on the above, staff recommends the award of a sole source contract to MMLJ INC, Houston, Texas in the amount of in the amount of \$68,000.00 for the purchase of a Portable Dustless Blasting System

QUESTIONS FOR COUNCIL

Does Council approve the award of a sole source contract to MMLJ INC, Houston, Texas in the amount of in the amount of \$68,000.00 for the purchase of a Portable Dustless Blasting System?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when only one specific source is known to exist for the required supplies or services (sole source), and the Purchasing Manager approves the use of negotiation prior to award (City Code § 2-674(10)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The Portable Dustless Blasting System was budgeted and will be paid from Org 64458 60400

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Granular Activated Carbon for Binney Water Purification Facility
Item Initiator: Bobby Oligo, Manager of Water Treatment, Aurora Water
Staff Source/Legal Source: Bobby Oligo, Manager of Water Treatment, 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas, in the amount of \$480,240.00 for the purchase of granular activated carbon water treatment media for the Binney Water Purification Facility, Invitation for Bid B-4667.
Bobby Oligo, Manager of Water Treatment, Aurora Water / Dave Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 Award of a COMPETITELY BID CONTRACT TO Cabot Norit Americas, Inc., Marshall, Texas in the amount of \$295,488.00 for the purchase of granular activated carbon water treatment filter media for the Binney Water Purification Facility Invitation for bid B-4250 was approved by City Council on August 21, 2017, Agenda Item 9d.

The Award of a COMPETITELY BID CONTRACT to Calgon Carbon Corporation, Inc., Moon Township, PA, in the amount of \$312,984.00 for the purchase of granular activated carbon water treatment media for the Binney Water Purification Facility, Invitation for Bid B-4515 was approved by City Council on August 3, 2020, Agenda Item 9b.

The Award of a COMPETITELY BID Contract to Cabot Norit Americas, INC., Marshall, Texas, in the amount of \$303,696.00 for the Adsorber Granular Activated Carbon Media for the Binney Water Purification Facility, Project No. B-4601, was approved by City Council on July 12, 2021, Agenda Item 8b.

The Award of an EXTENSION TO A COMPETITELY BID Contract to Cabot Norit Americas, INC., Marshall, Texas, in the amount of \$405,072.00 for the Adsorber Granular Activated Carbon Replacement at Binney Water Purification Facility, Project No. B-4601, was approved by City Council on October 10, 2022, Agenda Item 10c. (Council Meeting Minutes not available at this time)

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

Background

Regular replacement of Granular Activated Carbon (GAC) in the Binney Water Purification Facility (BWPF) Adsorbers are necessary to maintain high water quality of the South Platte treatment train. The adsorbers are the final barrier for numerous micro pollutants including Perfluorinated compounds of emerging concern and are a necessary treatment step on the South Platte treatment train. The Environmental Protection Agency (EPA) released new Health Advisory Levels (HAL) in June 2022, of per- and polyfluoroalkyl substances (PFAS) that will result in more frequent replacement of GAC than required historically. The current GAC in Adsorber #3 has exceeded the number of bed volumes required to meet EPA HAL to a point of requiring replacement.

Bid Results

Two contractors were pre-qualified under the Invitation for Bid and allowed to submit a bid. Both companies submitted bids as shown below. Both bid amounts were above the Project Manager's estimate due to increased shipping costs related to gas prices, shipping availability, and the recent demand on supply due to the EPA announcing their HAL which has dramatically increased the need for GAC as it is only one of two proven ways to remove PFAS. The supply of GAC is very limited with lead times as long as six to nine months. Because of the above stated reasons, the award is considered to be fair and reasonable.

Bids were received by Purchasing Services on October 11, 2022.

The results of the bid opening were as follows:

Cabot Norit Americas Inc. \$480,240.00

Calgon Carbon Corporation \$499,824.00

Based on the above, staff recommends awarding a COMPETITELY BID contract to Cabot Norit Americas, Inc., Marshall Texas, in the amount of \$480,240.00 for the Adsorber GAC Media for the Binney Water Purification Facility, Invitation for Bid B-4667. No Aurora firms submitted bids for this project.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a COMPETITELY BID contract to Cabot Norit Americas, Inc., Marshall Texas, in the amount of \$480,240.00 for the Adsorber GAC Media for the Binney Water Purification Facility, Invitation for Bid B-4667?

LEGAL COMMENTS

Awards worth \$50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this contract will be from the Water Fund operating budget in the amount of \$480,240.00.

ORG: 52078 (Binney WPF)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

Mayor Hogan invited Mr. Jongbin Lee, Chief of the Seongnam City Trade and Exchange Team; Ms. Jihyun "Dana" Jeong, Senior Trade Officer, Seongnam City Trade and Exchange Team; Mr. Yeonwook Jeong, Seongnam City Trade and Exchange Team; Ms. Becky Hogan, Chair of the ASCI Korea Committee; Ms. Jennifer Kim, Korea Committee volunteer; Mr. Peter Lee, Korea Committee volunteer; and Ms. Karlyn Shorb, CEO, Aurora Sister Cities International, to come forward. Mayor Hogan recognized the delegation from Seongman City, South Korea. Each guest expressed appreciation for the proclamation.

Mayor Hogan recognized Boy Scout Troop 267.

7. **PUBLIC INVITED TO BE HEARD (non-agenda related issues only)**

Becky Hogan, Chair of the ASCI Korea Committee, presented hand-crafted traditional items to City Council.

Mayor Pro Tem Lawson accepted on behalf of the City Council.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-j**

General Business

- a. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Layne Inliner, LLC, Kiowa, Colorado in the amount of \$1,135,200.00 for the CMP Rehabilitation Task 3-CIPP, Project No. 5587A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Concrete Express, Inc. (dba CEI), Denver, Colorado in the amount of \$799,933.50 for the Colfax & Lansing Storm Sewer Improvements (RE-BID), Project No. 5550A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Inc., Broomfield, Colorado in the amount of \$1,061,479.00 to add final design of Task 2, Chlorine Contact Chamber to the Wemlinger Water Purification Facility Treated Water Reservoir Project, R-1772. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- d. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas in the amount of \$295,488.00 for the purchase of granular activated carbon water treatment media for the Binney Water Purification Facility (Invitation for Bid B-4250). STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water
- e. Consideration to AWARD CHANGE ORDER #1 TO THE SINGLE SOURCE CONTRACT with National Meter and Automation, Inc., Centennial, Colorado in the amount of \$133,450.00 for the purchase of additional Badger water meters for 2017. STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water
- f. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to HD Waterworks Supply Ltd., Henderson, CO in the total not-to-exceed amount of \$877,700.00 to purchase pipeline parts as required for the Water infrastructure through September 30, 2018. (B4175) STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water

- g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Waterworks, Aurora, CO in the total not-to-exceed amount of \$253,800.00 to purchase pipeline parts as required for the Water infrastructure through September 30, 2018. (B4175) STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water
- h. Consideration to AWARD WORK PACKAGE NO. 2 of the Central Recreation Center to Adolfson & Peterson Construction, Aurora, Colorado in the amount of \$2,805,653.00. R-5540A (**Staff Requests a Waiver of Reconsideration**) STAFF SOURCE: Lynne Center, Principal Engineer, Public Works
- i. Consideration to AWARD SINGLE SOURCE CONTRACT to H&E Equipment Services, Henderson, Colorado in the amount of \$570,890.00 for the purchase of one (1) Emergency One custom pumper fire truck. (**Staff Requests a Waiver of Reconsideration**) STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- j. Consideration to AWARD A COMPETITIVELY BID CONTRACT to US Distributing, Inc., Denver, Colorado in the not-to-exceed amount of \$80,000.00 for the purchase AC Delco OEM parts as required through August 31, 2018, for Fleet Services. (B-4259) STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services

Motion by Roth, second by Richardson, to approve items 9a – 9j with waivers of reconsideration on items 9h and 9i.

Voting Aye: Mayor Hogan, Bergan, Berzins, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

10. **RESOLUTIONS**

- a. **R2017-61**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, setting the date of a public hearing on the petition for organization of the Citadel on Colfax Business Improvement District and ordering the publication and mailing of a notice of such hearing. STAFF SOURCE: Gary Sandel, Project Manager, General Management

Motion by Berzins, second by Mounier, to approve item 10a.

AMENDMENT I

Motion by Richardson, second by Bergan, to amend item 10a to provide that the time of the public hearing on September 11, 2017 shall be as designated by the Mayor; the City Attorney shall be tasked with the responsibility to insert the designated time in the notice provided for in the hearing.

Voting Aye: Bergan, Berzins, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- b. **R2017-62**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, setting the date of a public hearing on the petition for organization of the Painted Prairie Business Improvement District Number One and ordering the publication and mailing of a notice of such hearing. STAFF SOURCE: Jacob Cox, Project Manager, General Management

Motion by Roth, second by Lawson, to approve item 10b.

Motion by Gruber, second by Bergan, to approve the minutes of the meeting of July 20, 2020, as amended.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

6. CEREMONY

Recognition of City Clerk Steve Ruger

Mayor Coffman and City Council recognized and expressed appreciation to City Clerk Steve Ruger for his service to the City of Aurora. Mr. Ruger thanked City Council for their kind comments. He stated it had been a pleasure to work at the City of Aurora and that he would miss it.

7. PUBLIC INVITED TO BE HEARD (non-agenda related issues only)

Mayor Coffman asked if there were any objections to moving the public comment to the end of the meeting. He recognized six council members in opposition to the item.

Stephen Ruger, City Clerk, and City staff read and played voicemail public comments submitted to publiccomment@auroragov.org into the record up to the first three minutes and attached the comments to the minutes and also emailed them to Council.

8. ADOPTION OF THE AGENDA

Motion by Johnston, to amend the agenda by moving item 10a to precede item 8a.

Mayor Coffman asked City Council if there were any objections and upon hearing none, noted the agenda was adopted as amended.

Motion by Johnston to adopt the amended agenda.

Mayor Coffman asked City Council if there were any objections and upon hearing none, noted the agenda was adopted as amended.

- ◆ a. Consideration of a Resolution to Suspend Certain Council Rules
Staff Source: Stephen Ruger, City Clerk, General Management/Isabelle Evans, Assistant City Attorney II

Motion by Coombs, second by Bergan, to approve item 8a.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

9. CONSENT CALENDAR

General Business

- a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Liberty Industrial Group, Colorado Springs, Colorado in the amount of \$78,784.00 for the rehabilitation of one sodium hydroxide chemical storage tank.
Presenter: Elizabeth Carter, Principal Engineer, Aurora Water/David Lathers, Senior Asst City Attorney
- b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Calgon Carbon Corporation in the amount of \$312,984.00 for the purchase of granular activated

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

carbon water treatment media for the Binney Water Purification Facility, Invitation for Bid B-4515.

Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water/David Lathers, Senior Asst City Attorney

- c. Consideration to AWARD A SINGLE SOURCE CONTRACT to HDR Engineering, Inc., Denver, Colorado in the amount of \$1,489,043.75 for Design-Build Procurement and Program Management Consulting Services for the I-70/Picadilly Interchange Project.

Presenter: Matthew Kozakowski, Transportation Project Delivery Manager/ Michelle Gardner, Senior Asst City Attorney

- d. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with W.L. Contractors, Inc., Arvada, Colorado in the amount of \$1,697,552.00 for the 2020 Traffic Signal Construction Services Project, Project No. 19015.

Presenter: Carlie Campuzano, Traffic Manager, Public Works/David Lathers, Senior Asst City Attorney

Motion by Bergan, second by Gardner, to approve items 9a – 9d.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- e. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Peak 360 Services, Inc, Aurora, Colorado in the amount of \$483,802.00 for the Spinney Caretaker House Number Two Project, Project No. 5782A.

Presenter: John Clark, Principal Engineer, Aurora Water/David Lathers, Senior Asst City Attorney

Motion by Coombs, second by Marcano, to approve item 9e.

Council Member Coombs requested staff provide a presentation for the benefit of the public.

Marshall Brown, Director, Aurora Water, did so.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

10. **RESOLUTIONS**

- ◆ a. **R2020-65** Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado, to Amend certain Council Rules.
Presenter: Stephen Ruger, City Clerk, General Management/Nancy Rodgers, Deputy City Attorney
Sponsor: Council Member Gardner

Motion by Gardner, second by Hiltz, to approve item 10a.

Mayor Pro Tem Johnston provided an overview of the item, noting the reason she requested the item precede item 8a was because it was a friendly amendment offered by Council Member Gardner to Council Member Hiltz's resolution that would accommodate family issues.

Mayor Coffman stated his understanding that the approval of item 10a would negate the hearing of item 8a.

Mayor Pro Tem Johnston stated her intention was to make a motion to remove item 8a from the agenda should item 10a be approved.

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Mayor Coffman directed one of the speakers who spoke about the Homelessness Pilot program to visit auroragov.org and noted he and the Council would be providing further information as the metrics were not established at this time.

Council Member Murillo suggested staff connect with the speaker as she appeared to have input on the process thereby alleviating Council as the middle person.

Mayor Coffman stated it was Council's job to interface with constituents and he agreed to do so in this regard. He asked staff to provide him with the speaker's contact information.

Council Member Coombs requested staff provide Council with the information requested by the speaker as well.

Mayor Coffman concurred.

7. **ADOPTION OF THE AGENDA**

Motion by Gruber, second by Berzins, to adopt the agenda as presented.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

8. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

- 8.a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Colorado Barricade Company, Denver, Colorado in the not-to-exceed amount of \$55,00.00 for rental of barricade equipment as required through July 31, 2022.

Mike Mills – Manager of Water Operations & Maintenance / Ian Best, Assistant City Attorney

- 8.b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas, in the amount of \$303,696.00 for the Adsorber Granular Activated Carbon Media for the Binney Water Purification Facility, Invitation for Bid B-4601.

Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney

- 8.c. Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of \$220,000.00 for the purchase of International original equipment manufacturer (OEM) repair parts as required through July 31, 2022.

Ronnie Forrest - Fleet Manager - Public Works / Ian Best, Assistant City Attorney

Motion by Bergan, second by Marcano, to approve items 8a – 8c.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

Mayor Coffman called for a brief recess to allow staff to provide public call-in instructions.

9. **RESOLUTIONS**

- 9.a. A Resolution of the City Council Approving the Iliff Station Replacement Artwork

R2021-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE ILIFF STATION REPLACEMENT ARTWORK

Roberta Bloom, Program Supervisor Library & Cultural Services / Tim Joyce, Assistant City Attorney

Roberta Bloom, Program Supervisor Library & Cultural Services, provided a brief summary of the item.

Motion by Marcano, second by Coombs, to approve item 9a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

- 9.b. Drainage and Flood Control Improvements for Westerly Creek and Easterly Creek at 11th Avenue and Havana

R2021-69 Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, of the First Amendment to an Intergovernmental Agreement between the City of Aurora Colorado acting by and through its Utility Enterprise and the Urban Drainage and Flood Control District, d/b/a Mile High Flood District, regarding the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to American Civil Constructors, Inc., Littleton CO in the Amount of \$8,443,892.50 for the High Line Canal Trail Improvements; Project 5890A.

Item Initiator: Kristin Chewiwi – Procurement Supervisor

Staff Source/Legal Source: Matt Kozakowski – Transportation Project Delivery Manager / David Lathers – Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Waiver of Reconsideration is requested to accommodate completion of the award process prior to the expiration of construction bids. This project is a DRCOG TIP project and required multiple CDOT approvals before this award could be brought forward for Council's consideration resulting in a compressed award schedule.

Matt Kozakowski, Transportation Project Delivery Manager / David Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input checked="" type="checkbox"/> Approve Item with Waiver of Reconsideration | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |

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

At the July 12, 2017 meeting of the TAPS policy committee, City Staff briefed the Committee on DRCOG exploring the development of a Dual Model Project Selection process for the upcoming 2020-2023 Transportation Improvement Project (TIP) cycle.

At the April 11, 2018 meeting of the TAPS policy committee, more information was provided on the process. Specifically, that the 2020-2023 TIP cycle would include Regional and Sub-regional Share Projects. Sub-regional County Forums would be responsible for soliciting, selecting, recommending and submitting a list of projects to the DRCOG Board.

At the January 16, 2019 meeting of the TAPS policy committee, an update was provided that IGAs with Adams and Arapahoe Counties had been executed by the City for the Sub-regional Forum TIP Selection Process. The call for projects had been completed and a total of eight projects totaling approximately \$32M had been selected, including the High Line Canal Trail.

At the January 29, 2021 meeting of the TAPS policy committee, the committee recommended moving this item forward to the next available Study Session.

At the March 8, 2021 Regular Meeting, City Council voted to approve the Resolution for the IGA between Aurora and Colorado Department of Transportation for Funding of the High Line Canal Trail Project.

At the September 26, 2022 Regular Meeting, City Council voted to approve the Resolution for the IGA between Aurora and Colorado Department of Transportation regarding maintenance responsibilities for the High Line Canal: East Colfax to I-70 Project.

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

The High Line Canal Trail Improvements – Colfax Ave. to I-70 project will construct nearly two miles of multi-use trail to close the gap between Colfax Avenue and recent sidewalk improvements constructed north of I-70. Major project features include a new trail overpass to cross I-70 east of Tower Road and a new pedestrian bridge over the High Line Canal south of Smith Road. An enhanced at-grade railroad crossing north of Smith Road will benefit cyclists and pedestrians.

Construction is expected to be completed within two hundred seventy (270) working days from issuance of Notice to Proceed to Substantial Completion.

An Invitation for Bid (IFB) was publicly advertised through the Rocky Mountain E-Purchasing System (BidNet) on July 8, 2022. Bids were opened by Purchasing Services on August 25, 2022. Five (5) bids were received and the results are as follows:

Name of Bidder	Base Bid
American Civil Constructors, Inc.	\$8,443,892.50
Zak Dirt, Inc.	\$8,922,785.20
ABCO Contracting, Inc.	\$9,547,263.00
Structures, Inc.	\$9,753,632.37
ECI Site Construction Management, Inc.	\$9,980,548.50

No Aurora firms submitted bids.

The estimated cost for this project prior to solicitation was \$5,600,000.00 to \$7,100,000.00. Upon receipt of the bids, the unit pricing was analyzed and compared not only to the bids on this contract, but on other recent transportation bids. The construction pricing escalation observed is consistent with recent trends. Therefore, the price from American Civil Constructors is considered to be fair and reasonable when compared to the engineer’s estimate.

Council approval is required on all awards of \$2,000,000.00 or more.

Bid acceptance period expires on November 23, 2022.

Based on the above, staff and CDOT recommends awarding a competitive bid contract to American Civil Constructors, Inc. in the amount of \$8,443,892.50 for the High Line Canal Trail Improvements; Project 5890A.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a COMPETITIVELY BID CONTRACT to American Civil Constructors, Littleton, Colorado in the amount of \$8,443,892.50 for the High Line Canal Trail Improvements; Project 5890A?

LEGAL COMMENTS

Contracts for the purchase of supplies, services, and construction shall be awarded to the lowest responsive bidder or most advantageous proposal as specified by project in the request for proposal for each project except as otherwise provided in this article (City Code § 2-671). Every award of a purchase order or contract worth \$2,000,000.00 or more requires City Council approval (City Code § 2-672(5)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This procurement is to be funded from a combination of Federal Grant and City funding from the following ORGs and ACCTs:

62982 (DRCOG Subregional TIP Grant) / 68410 (CIP-Construction Costs):	\$3,544,267.00
62733 (Highline Canal Trail-CTF) / 68410 (CIP-Construction Costs):	\$11,989.00
62827 (Highline Canal Impr-CTF) / 68410 (CIP-Construction Costs):	\$1,443,535.00
62872 (HL Canal Trail Improvmnts-AdCo) / 68410 (CIP-Construction Costs):	\$430,000.00
62017 (HCL Const AdCo Grant) / 68410 (CIP-Construction Costs):	\$500,000.00
62038 (HCL Const 2022 Grant-AdCo) / 68410 (CIP-Construction Costs):	\$1,600,000.00
62928 (Regional Projects-PDF) / 68410 (CIP-Construction Costs):	\$150,000.00
62980 (HCL TIP Match-CPF) / 68410 (CIP-Construction Costs):	<u>\$764,101.50</u>
TOTAL:	\$8,443,892.50

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



BID TABULATION SHEET

Project Name: High Line Canal Trail Improvements - Colfax to I70
 Project / Bid #: 5890A
 Engineer's Estimate: \$5,600,000 to \$7,100,000

Date: 8/26/2022 Time: 10:00 AM
 Project Manager: K. Hanagami
 Opened by: K. Chewiwi KC

No.	Name of Bidder	Addendum No. 1-4	Bid Bond	Required CDOT Forms	Base Bid	Alternate Bid(s)			Total Alternate Amt.	Total Bid	Notes
						1	2	3			
1	ABCO Contracting, Inc.	Yes	Yes	Yes	\$ 9,547,263.00	\$114,600.00	N/A	N/A	\$ 114,600.00	\$ 9,661,863.00	
2	American Civil Constructors, Inc.	Yes	Yes	Yes	\$ 8,443,892.50	\$ 257,850.00	N/A	N/A	\$ 257,850.00	\$ 8,701,742.50	
3	ECI Site Construction Management, Inc.	Yes	Yes	Yes	\$ 9,980,548.50	\$ 143,230.90	N/A	N/A	\$ 143,230.90	\$ 10,123,779.40	
4	Structures, Inc.	Yes	Yes	Yes	\$ 9,753,632.37	\$ 143,250.00	N/A	N/A	\$ 143,250.00	\$ 9,896,882.37	
5	Zak Dirt, Inc.	Yes	Yes	Yes	\$ 8,922,785.20	\$ 143,250.00	N/A	N/A	\$ 143,250.00	\$ 9,066,035.20	
6									\$ -	\$ -	
7									\$ -	\$ -	
8									\$ -	\$ -	
9									\$ -	\$ -	
10									\$ -	\$ -	

Note: All bidding documents are subject to review and evaluation.

MINUTES

Regular Meeting of the Aurora City Council

Monday, March 8, 2021

1. **RECONVENE REGULAR MEETING OF MARCH 8, 2021 AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council at 6:30 p.m.

Call-in instructions were provided for the benefit of the public.

2. **ROLL CALL** - Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Berzins, Coombs,
Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano,
Murillo

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence for all those who have been lost to COVID-19.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated matters related to water and economic development were discussed in the Executive Session.

6. **APPROVAL OF MINUTES**

6.a. December 21, 2020 Minutes

Motion by Bergan, second by Lawson, to approve the minutes of the meeting of December 21, 2020, as amended.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston,
Lawson, Marcano, Murillo

6.b. January 25, 2021 Minutes

Motion by Gruber, second by Coombs, to approve the minutes of the meeting of January 25, 2021, as presented.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

CONTRACT with RN Civil Construction, LLC, Englewood, Colorado in the amount of \$104,049.00, for the First Creek Lift Station Capacity Improvements Project, Project No. 5719A.

Andrea Long, Senior Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.f. Award an OPENLY SOLICITED CONTRACT to HR Green, Greenwood Village, Colorado in the not-to-exceed amount of \$125,000.00 for management support services for the Transportation Capital Project Program with a Waiver of Reconsideration. R-1987

Matt Kozakowski, Transportation Project Delivery Manager / Dave Lathers, Senior Assistant City Attorney

Motion by Gruber, second by Marcano, to approve items 10a – 10f.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Mayor Coffman called for a five-minute recess to allow staff to set up for public comment.

11. **RESOLUTIONS**

- 11.a. Intergovernmental Agreement (IGA) between Aurora and Colorado Department of Transportation (CDOT)

R2021-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR FUNDING OF THE HIGH LINE CANAL TRAIL PROJECT

Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney

Motion by Gruber, second by Marcano, to approve item 11a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- 11.b. Intergovernmental Agreement between Arapahoe County and Aurora Regarding Gun Club Road and Alameda Avenue Improvements

R2021-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND ARAPAHOE COUNTY REGARDING GUN CLUB ROAD AND ALAMEDA AVENUE IMPROVEMENTS

Victor A. Rachael Jr., Deputy Director of Public Works - Engineering / Michelle Gardner, Sr. Assistant City Attorney

Motion by Bergan, second by Johnston, to approve item 11b.

5

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

MINUTES

Regular Meeting of the Aurora City Council

Monday, September 26, 2022

1. **RECONVENE REGULAR MEETING OF SEPTEMBER 26, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for September 26, 2022, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Public call-in instructions were provided in both English and Spanish.

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer for the September 26, 2022 Regular Meeting.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during the executive session, council discussed negotiations for an incentive agreement.

6. **APPROVAL OF MINUTES**

6.a. **September 12, 2022, Meeting Minutes**

Motion by Bergan, second by Sundberg, to approve the minutes of the September 12, 2022 meeting as presented.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Sundberg, Zvonek

Abstain: Murillo

7. **PROCLAMATIONS OR CEREMONIES**

8. **PUBLIC INVITED TO BE HEARD**

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

10.d. **Consideration to AWARD CHANGE ORDER NO. 2 to a competitively bid contract to Saunders Construction, Englewood, Colorado in the amount of \$825,000 for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility, Project R-5661A**

Staff requests a waiver of reconsideration in order to have the renewal purchase order delivered to Accela prior to current license and maintenance expiration date of September 29, 2022.

Scott Newman, Chief Information Officer, Information Technology / Dave Lathers, Senior Assistant City Attorney

10.e. **Veterans Service Officer Position Intergovernmental Agreement**

Hannah Smith, Intergovernmental Relations Manager / Hanosky Hernandez Perez, Senior Assistant City Attorney

Motion by Bergan, second by Coombs to approve the consent calendar items 10a through 10e.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. **RESOLUTIONS**

11.a. **Parker Road Multimodal Study**

R2022-172 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO FOR THE PARKER ROAD MULTIMODAL STUDY

Victor Rachael, Deputy Director of Public Works / Michelle Gardner, Senior Assistant City Attorney

Victor Rachael, Deputy Director of Public Works, provided a summary of the item.

Motion by Marcano, second by Sundberg to approve item 11a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.b. **High Line Canal Transportation Improvement Project (TIP) Maintenance IGA w CDOT**

R2022-173 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE

CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING MAINTENANCE RESPONSIBILITIES FOR THE HIGH LINE CANAL TRAIL (EAST COLFAX TO I-70) PROJECT

Staff is requesting a waiver of reconsideration. This IGA is for a DRCOG TIP Grant project which has CDOT oversight. Due to grant program time constraints, the IGA was developed concurrent with construction solicitation. The requested Waiver of Reconsideration will allow for the final execution of the IGA prior to submission of Concurrence to Award to CDOT. Approval of both items is necessary to allow construction award prior to bid expiration.

Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney

Matt Kozakowski, Transportation Project Delivery Manager, provided a summary of the item.

Mayor Pro Tem Bergan asked if the bids were due on August 12th. M. Kozakowski explained that the bids are currently in and the funding IGA for the project is already in place. He clarified that this IGA is for establishing maintenance responsibilities.

Motion by Sundberg, second by Coombs to approve item 11b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.c. Mutual Aid Agreement between Aurora Fire Rescue and South Adams County Fire Protection District

R2022-174 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR MUTUAL/AUTOMATIC AID BETWEEN THE CITY OF AURORA, COLORADO AND THE SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT, COLORADO

Rod Weber, Deputy Chief of Operations, Fire / Angela Garcia, Senior Assistant City Attorney

Allen Robnett, Interim Fire Chief, provided a summary of the item.

Motion by Bergan, second by Zvonek to approve item 11c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.d. Intergovernmental Agreement Regarding Funding of Major Drainageway Planning for Four Square Mile Outfall Systems Plan



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to American West Construction LLC, Denver, CO, in the amount of \$2,394,100 for the First Creek Interceptor Connection to Prologis Lift Station Project, Project No. 5906A, with \$500,000 to be funded and a

Item Initiator: Catherine Schumacher, Project Engineer, Aurora Water

Staff Source/Legal Source: Andrea Long, Principal Engineer, Aurora Water / David 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to AWARD A COMPETITIVELY BID CONTRACT to American West Construction LLC, Denver, CO, in the amount of \$2,394,100 for the First Creek Interceptor Connection to Prologis Lift Station Project, Project No. 5906A, with \$500,000 to be funded and awarded in 2022.
Andrea Long, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

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 openly solicited Master Engineering Services Agreements (MESA-VI) was awarded to fifty-five (55) firms in various amounts as noted in the Commentary, for providing task order engineering services over a three-year period, RFP NO. 1895 was approved by City Council on August 27, 2018, Agenda Item 9a. Task Order Number One was awarded to HDR Engineering, Denver, Colorado, for the First Creek Interceptor Connection Project in the not-to-exceed amount of \$97,260.00 under the MESA VI program approved by Council as noted.

The award of an amendment to an OPENLY SOLICITED CONTRACT to HDR Engineering, Inc., in the amount of \$13,859.00 for the First Creek Interceptor Connection Project, was reported on the Weekly Report To Council, dated October 25, 2021.

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

Background

Currently, flows from the First Creek Sanitary Basin are conveyed to Metro Water Recovery District's (MWRD) Robert W. Hite Treatment Facility in Commerce City, via gravity and pumping. In 2017, MWRD finalized their Regional Master Plan which identified a future Second Creek interceptor to provide service for northeast Aurora (and other surrounding communities) to MWRD's Northern Treatment Plant (NTP) in Brighton. In order for Aurora to benefit from the gravity Second Creek interceptor system, Aurora would need to construct a gravity sewer from the First Creek Sanitary Basin to the Second Creek interceptor.

The new First Creek Interceptor (FCI) system, i.e. Segments 0 through 1E, begins at Aurora's Prologis Lift Station and terminates at the MWRD owned regional Second Creek interceptor (see attached map). The FCI system will provide a gravity solution for wastewater to reach the NTP thereby eliminating Aurora's Prologis Lift Station, First Creek Lift Station, Second Creek Lift Station, and High Point Lift Station and thus reducing long term maintenance and energy costs for the utility. MWRD's Second Creek interceptor is anticipated to be operational in the first quarter of 2024.

FCI segments 0, 0A, 1A, and 1E are already constructed, and Segments 1B, 1C, and 1D were recently awarded for construction. The First Creek Interceptor Connection to Prologis Lift Station Project "Project" (the subject of this council commentary) will construct Segment 0B.

Item Scope

The First Creek Interceptor Connection to Prologis Lift Station Project "Project" will construct FCI Segment 0B to the Prologis Lift Station located off of Smith Road near E-470. The work includes relocation of an existing water line, relocation of Xcel electrical lines, installation of 16-in and 24-in sanitary sewer pipe, installation of 6-ft and 8-ft diameter manholes, sanitary flow bypass pumping, ground water dewatering, surface restoration, protection of existing gas and electric utilities, utility coordination, and traffic control. See the attached map for the project location.

Upon completion of the Project, sanitary flows will still be managed by the Prologis Lift Station until the remaining segments of the FCI are constructed. Once all the FCI segments are constructed plugs can be removed from the FCI Segment 0B manholes directing flows into the completed FCI system and bypass the Prologis Lift Station (future project). Finally, the Prologis Lift Station can be demolished (future project).

It is the City's intent to phase fund this Project with \$500,000 in 2022 as previously approved by City Council. The funding for the 2023 (\$1,894,100) year is subject to the annual appropriation of funds by Council. Pending budget approvals, the funds will be added to the contract at the beginning of the 2023 year by way of change orders which are also subject to Council approval.

Bidder Pre-qualification

Seven (7) pre-qualified general contractors were selected under Statement of Qualifications SOQ-21-5848A for bidding on the construction of the Project. The SOQ asked for detailed responses describing each firm's qualifications. The responses were evaluated based on the following criteria:

- Experience of the Firm with Project Qualifications
- Examples of Past Projects that are Similar in Size and Scope
- Technical Competence of Project Manager

- Technical Competence of Superintendent
- Organization and Completeness

Three (3) of the seven (7) pre-qualified firms submitted bids for this Project.

Bid Results

The following Bids were received on October 20, 2022 for the First Creek Interceptor Connection to Prologis Lift Station project:

Bidder Name	Base Bid	Total Bid
American West Construction LLC	\$ 2,394,100	\$ 2,394,100
KR Swerdfeger Construction, LLC.	\$ 2,525,855	\$ 2,525,855
BT Construction Inc.	\$ 3,205,287	\$ 3,205,287

No local Aurora firms submitted bids for this project.

A total of three bids were received. Each Bid contained a bid bond and acknowledgement of the two addenda that were issued. The Opinion of Probable Construction Cost for the project was \$1,350,000 - \$1,602,000. Base Bid total exceed the allocated budget for this project. Further analysis identified the increase in prices are due to market volatility, and increased pricing for tight shoring, dewatering, pipe material and flow fill. City staff has reviewed and verified American West Construction’s bid for the project and considers their overall bid to be fair and reasonable. The bid acceptance period expires December 19, 2022.

Recommendation

Based on the above, staff recommends awarding a competitively bid contract to American West Construction LLC, Denver, CO in the amount of \$2,394,100 for the First Creek Interceptor Connection to Prologis Lift Station, Project No. 5906A. In addition, a 10% contingency (\$239,410) based on the total award amount cited above is requested as there are several utility crossings and therefore a higher risk that unknown field conditions could be encountered. The contingency will be withheld from the contract with American West Construction LLC and accessed only as needed and through a contract amendment.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a COMPETITIVELY BID CONTRACT to American West Construction LLC, Denver, CO in the amount of \$2,394,100 for the First Creek Interceptor Connection to Prologis Lift Station Project, Project No. 5906A with \$500,000 to be funded in 2022?

LEGAL COMMENTS

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this contract will come from the Capital Improvement Program, Wastewater Fund, in the amount of \$500,000.

ORG: 52107 (First Creek Interceptor – SS)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

Corey Thurman & Lamumba Sayers, Heavy Hands Heavy Heart, discussed their program and community center located in Aurora.

Council Member Johnston expressed appreciation to Mr. Thurman and Mr. Sayers for their efforts in the community and asked if they have met with Aurora Public Schools to discuss their outreach. Mr. Sayers answered affirmatively. Council Member Johnston suggested they connect with Kevin Cox, Aurora Public Schools Board of Education member, in that regard.

Mr. Sayers and Mr. Thurman agreed to do so.

Kevin Cox spoke in support of the Providence at the Heights housing development and the Denver Meadows residents.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented with item 10e moved to item 11b as a public hearing.

9. **CONSENT CALENDAR - 9a-j**

General Business

- a. Consideration to AWARD OPENLY SOLICITED CONTRACTS for Master Engineering Services Agreements (MESA VI) to fifty-five (55) firms in various amount as noted in this Commentary, for providing task order engineering services over a three-year period, RFP 1895. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Stantec Consulting Services, Inc., Fort Collins, Colorado in the amount of \$295,662.74 to add final design and construction phase engineering services for the Jefferson Lake Repairs Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

Motion by Roth, second by Berzins, to approve items 9a and 9b.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

- c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with RJH Consultants, Inc., Englewood, Colorado in the amount of \$3,760,266.49 to add professional services and geotechnical field services for the Wild Horse Reservoir Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

Council Member Roth pointed out the \$3.7M was being used to purchase additional design services for additional capacity.

Motion by Roth, second by Gruber, to approve item 9c.

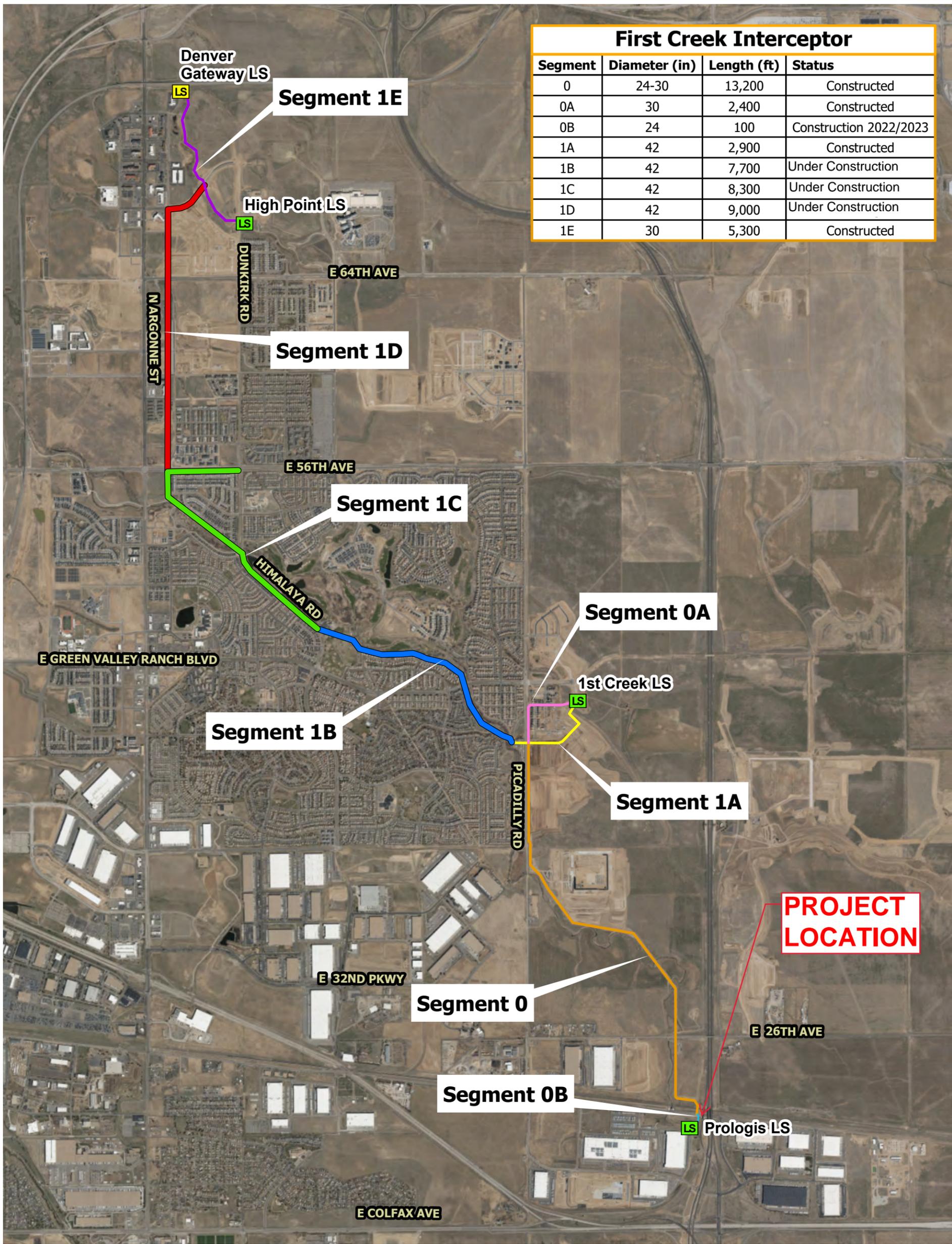
Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

- d. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with CH2M Hill Engineers, Inc., Englewood, Colorado in the amount of \$843,030.00 to add design services and engineering services during construction for the Quincy Reservoir Intertie & Aeration System Improvements Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

CHANGE ORDERS and AMENDMENTS not subject to call-up and which are less than \$25,000.00 and the cumulative total of all change orders or amendments does not exceed \$100,000.00:

COMPANY/ DESCRIPTION OF CHANGE ORDER	CHANGE ORDER NUMBER	CHANGE ORDER AMOUNT	PREVIOUS CHANGE ORDERS	TOTAL TO DATE	AWARD NUMBER
<p>HDR ENGINEERING, INC.</p> <p>DENVER, CO</p> <p>Amendment to an openly solicited professional design services contract for the MESA VI Task Order No. 1 for the FCI Connection to Prologis Project.</p> <p>The field work completed during preliminary design resulted in a change in the project deliverables and eliminated the need for a more costly excavation and exploratory plan of a 24-inch gas line. The engineer prepared a revised scope of work to reflect the projects new deliverables and the project’s remaining funds were reallocated to cover most of this change, but additional funds are needed to complete the final project design.</p> <p>The hourly rates are the same as HDR Engineering’s MESA VI agreement. Therefore, the pricing is considered to be fair and reasonable.</p> <p><i>This Amendment is consistent with requirements of the City code 2-676 establishing criteria for awards of amendments.</i></p> <p>Dept: Water</p>	<p>1</p>	<p>\$13,859.00</p>	<p>\$0.00</p>	<p>\$111,119.00</p>	<p>21P0034</p>

First Creek Interceptor			
Segment	Diameter (in)	Length (ft)	Status
0	24-30	13,200	Constructed
0A	30	2,400	Constructed
0B	24	100	Construction 2022/2023
1A	42	2,900	Constructed
1B	42	7,700	Under Construction
1C	42	8,300	Under Construction
1D	42	9,000	Under Construction
1E	30	5,300	Constructed



First Creek Interceptor

Segments 1B, 1C, & 1D

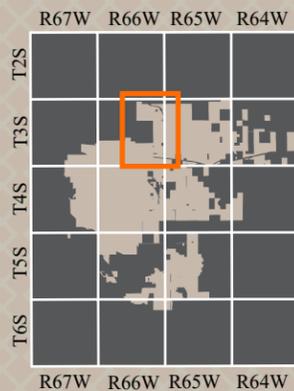
15151 E. Alameda Pkwy, Aurora, CO 80012 USA
 GIS@auroragov.org | 303-739-7370
 www.auroragov.org



Aurora is Worth Discovering!

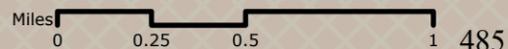


February 9, 2021



Legend

- LS Aurora Lift Station
- LS Denver Lift Station
- FirstCreekInterceptor
- Segment 0
- Segment 0A
- Segment 0B
- Segment 1A
- Segment 1B
- Segment 1C
- Segment 1D
- Segment 1E



DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Cumming Management Group, Inc., Englewood, CO in the amount of \$300,000.00 for Staff Augmentation for Aurora Water Project Management Services, Project NO. R-2295.

Item Initiator: Steven Fiori, Project Delivery Services Manager

Staff Source/Legal Source: Sarah Young, Deputy Director – Planning and Engineering/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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Sarah Young, Deputy Director Planning and Engineering / Dave Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

Background

The Aurora Water Planning and Engineering (P&E) Division has twenty-nine (29) new capital projects that are scheduled to be started in 2023. These projects are in several of the utility's programs such as: Pumping, Treatment, Storm Water, Transmission and Distribution, Storage and Operations and General Management. A majority of the projects involve rehabilitation or expansion of existing facilities and are deemed by the utility to be high priority. The workload for the project managers in the P&E Division is currently extremely high and in order for the Division to meet its goal of starting these twenty-nine projects on time, additional project management resources are needed for 2023.

Request for Proposal (RFP) Results

This RFP, as advertised on September 2, 2022, requested qualified consultants provide a staff augmentation project manager for services in the Aurora Water Planning and Engineering Division for a period of twelve months. Consultants were asked to provide resumes of candidates that had the appropriate education, experience with utility projects and strong project management skills that would be a good fit to manage several of the 2023 projects. The selected candidate would work from the Aurora Municipal Center/Southeast Area Maintenance Facility, within the P&E Division and would report to one of the Division's Principal Engineers for the duration of the contract period.

Only one (1) firm; Cumming Management Group, Inc. submitted a response to the RFP.

Cumming Management Group, Inc. was selected and evaluated based on the following criteria contained in the RFP:

- Firms background, experience and understanding of the Scope of Services, including past record of performance;
- Experience of proposed candidate, including ability to manage Capital Projects of varying complexity;
- Proposed hourly billing rate
- Overall quality and responsiveness of the proposal

The Cumming-Group proposal will provide a Senior Project Manager for 36 hours a week for the time period of January 2, 2023 through December 29, 2023 for a monthly cost of \$25,000.00 (approximately \$173/hour). The monthly fee includes all administrative costs associated with the contract. Administrative costs do not include mileage which will be billed separately at the current IRS mileage rate. The city was able to negotiate a 12.5% reduction in the hourly rate for the project manager for this contract and the hourly rate is in line with MESA project consultants for this level of position. Based on the above, the price proposal for providing the proposed services is considered to be fair and reasonable.

Recommendation

Based on the above, staff recommends the award of OPENLY SOLICITED CONTRACT to Cumming Management Group, Inc., Englewood, CO in the amount of \$300,000.00 for Staff Augmentation for Aurora Water Project Management Services, Project NO. R-2295.

QUESTIONS FOR COUNCIL

Does City Council approve the award of OPENLY SOLICITED CONTRACT to Cumming Management Group, Inc., Englewood, CO in the amount of \$300,000.00 for Staff Augmentation for Aurora Water Project Management Services, Project NO. R-2295?

LEGAL COMMENTS

Awards worth \$50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding will be from the Water and Wastewater Fund operating budgets in the amount of \$300,000.00

ORG: 52014 (Engineering Svcs- Water)
52015 (Engineering Svcs - Sewer)
52016 (Engineering Svcs - Storm)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Not Applicable.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to Morton Electric, Inc., Pueblo, CO in the amount of \$2,419,708.30 for the 2022 Traffic Signal Construction; Project 5900A.

Item Initiator: Kristin Chewiwi, Procurement Supervisor - Finance

Staff Source/Legal Source: Carlie Campuzano, Manager of Traffic, Public Works / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Carlie Campuzano, Manager of Traffic, Public Works / Dave Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> 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.)*

The 2022 Traffic Signal Construction Services project includes and is not limited to construct/remove traffic signals listed below. Awarded Contractor will also furnish to the City maintenance equipment as requested by the City Traffic Operations and Maintenance.

New Traffic Signal Installation(s):

- E470 and Gartrell Rd (North Intersection)
- E470 and Gartrell Rd (South Intersection)
- Euclid Ave and Aurora Parkway

Traffic Signal Removal:

- 1339 Airport Blvd.

Construction is expected to be completed on or before August 31, 2023.

An Invitation for Bid (IFB) was publicly advertised through the Rocky Mountain E-Purchasing System (BidNet) on September 12, 2022. Bids were opened by Purchasing Services on September 29, 2022. One bid was received, and the results are as follows:

Name of Bidder	Base Bid
Morton Electric, Inc.	\$2,419,708.30

No Aurora firms submitted a bid.

The estimated cost for this project ranged from \$2,095,000.00 to \$2,444,000.00. The price from Morton Electric is considered to be fair and reasonable when compared to the engineer's estimate. Bid acceptance period expires on November 28, 2022.

Council approval is requested when the award is \$2,000,000.00 or more.

Based on the above, staff recommends awarding a competitively bid contract to Morton Electric, Inc. in the amount of \$2,419,708.30 for the 2022 Traffic Signal Construction; Project 5900A. In addition, a 5% contingency in the amount of \$120,985.00 is requested. This contingency amount will be withheld from the contract amount to Morton Electric and accessed as needed through a change order to the contract.

QUESTIONS FOR COUNCIL

Does Council approve the award to Morton Electric, Inc., Pueblo CO in the amount of \$2,419,708.30 for the 2022 Traffic Signal Construction; Project 5900A. In addition, approval of the 5% contingency in the amount of \$120,985.00 is requested.

LEGAL COMMENTS

Every award of a purchase order or contract worth \$2,000,000.00 or more requires City Council approval (City Code § 2-672(5)). Awards worth \$50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This procurement is to be funded from the following ORG and ACCT:

49710 / 68410 (Traffic Signal Construction/CIP-Construction Costs):
\$1,794,465.00 (contract cost) and \$89,723.00 (5% contingency)

49786-68410 (Traff Sgnl Component Replcmnt/CIP-Construction Costs):
\$625,243.30 (contract cost) and \$31,262.00 (5% contingency)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



BID TABULATION SHEET

Project Name: 2022 Traffic Signal Construction
 Project / Bid #: 5900A
 Project Estimate: \$2,095,000 to \$2,444,000

Date: 9/29/2022 Time: 10:00 AM
 Project Manager: C. Stephan
 Opened by: K. Chewiwi KC

No.	Name of Bidder	Acknowledged Addendum No. 1 - 3	Bid Bond	Labor Cost	Material Cost	Alternate Bid(s)			Total Alternate Amt.	Total Bid	Notes
						1	2	3			
1	Morton Electric, Inc.	Yes	Yes	\$1,794,465.00	\$ 625,243.30	N/A	N/A	N/A	\$ -	\$2,419,708.30	
2									\$ -	\$ -	
3									\$ -	\$ -	
4									\$ -	\$ -	
5									\$ -	\$ -	
6									\$ -	\$ -	
7									\$ -	\$ -	
8									\$ -	\$ -	
9									\$ -	\$ -	
10									\$ -	\$ -	

Note: All bidding documents are subject to review and evaluation.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Flexential Corporation, Charlotte, NC in the amount of \$234,306.00 for hosted datacenter services.

Item Initiator: Jeff Lehmann, Sr. Procurement Agent, Finance

Staff Source/Legal Source: Scott Newman, Chief Information Officer, Information Technology / Dave Lathers, Sr. 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Scott Newman, Chief Information Officer, Information Technology / Dave Lathers, Senior Assistant City Attorney.

Due to the critical services provided at the City datacenters, staff requests a waiver of reconsideration to allow for quicker transition to the new provider.

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

- | | |
|--|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input checked="" type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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.)*

The Information Technology Department maintains various datacenters to house key backbone equipment, which provides services to all other lines of business in the City. One of the datacenters was designed nearly 20 years ago without the appropriate capacity and protections to ensure continuous and resilient operation in the modern era. This places several key City services at risk due to power and/or environmental failures that adversely impact the equipment and interrupt City business.

The Information Technology Department has solicited a proposal from a firm, Flexential Corporation, who specializes in providing datacenters that are designed with high availability and resiliency from the ground up. This firm owns, operates, and maintains the datacenter, and leases physical space in their datacenters for entities to house and operate their equipment. The datacenters have multiple redundancies for power and **environmental protections, far exceeding the capability the City has to provide the same. This firm's regional headquarters are located in Aurora, Colorado. This firm is one of the largest providers in the area and offers many layers of physical security in addition to the environmental protections.**

Due to the risk of failure and/or interruption to City operations, the Information Technology Department recommends proceeding with a Single Source agreement with Flexential Corporation for a one-year term, renewable on an annual basis. **Additionally, Flexential's Denver-Aurora Data Center located in Aurora will provide City personnel quick and timely access to the hosted equipment for any maintenance or additions.**

Award amount includes one-time setup charges (space, power, cabinets, security, connectivity) and monthly co-locations fees for 1-year. **Staff has confirmed that Flexential's pricing is the same they would charge any other customer for the same space, setup, and monthly fees. Therefore, pricing is considered to be fair and reasonable.**

Council approval is required for single or sole source awards of \$50,000.00 or more.

Based on the above, **it is staff's recommendation to proceed with a single source contract to Flexential Corporation, Aurora, Colorado in the amount of \$234,306.00 for hosted datacenter services as required by the Information Technology Department.**

QUESTIONS FOR COUNCIL

Does Council approve the award of a single source contract to Flexential Corporation, Aurora, Colorado in the amount of \$234,306.00 for hosted datacenter services as required by the Information Technology Department?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when closer location, more advantageous time allowances, or similar variable factors can reduce the total cost of the product or service (City Code § 2-674(6)). (Lathers).

A Motion to Approve should include a Waiver of Reconsideration.

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this request has been appropriated in the 2022 budget under the following:

Org	37742	Uninterruptable Power System Replacement
Act	62400	Services – Other and Fees

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT to Cadre Research Labs, Evanston, IL in the amount of \$130,900.00 for the purchase of a Top Match-3D High Capacity Imaging and Analysis System.

Item Initiator: Jeff Lehmann, Sr. Procurement Agent, Finance

Staff Source/Legal Source: Lt. Tim Dufour, Police / Dave Lathers, Sr. Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Tim Dufour, Lieutenant, Police / Dave Lathers, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

The Firearms Unit of the Unified Metropolitan Forensics Crime Laboratory (UMFCL) is seeking to improve its speed and accuracy of firearms examinations submitted to the UMFCL in support of law enforcement investigations to confirm or deny culpability in their investigations. The Firearms Unit of the UMFCL is staffed by three people and so far in 2022 there have been 1,130 requests for service submitted to the Firearms Unit for either firearms examination or entry into the National Integrated Ballistic Information Network (NIBIN). These requests have included 6,669 items of evidence to be examined, resulting in 2,223 items being entered into NIBIN.

The Cadre Top Match-3D system will help with the labs current and future workloads and provide more timely assistance with law enforcement agencies investigations. Crucial components of the system for the Firearms Unit include:

- Cadre Top Match-3D is the only system with an automated batch scanning system capable of scanning up to 15 cartridge cases in one batch, improving speed and accuracy of scan acquisition. A tray of cartridges can be scanned in less than 10 minutes.
- Cadre is the only provider of validated tools for Virtual Comparison Microscopy (VCM), a component of the Cadre Top Match-3D system.
- Cadre Top Match-3D is the only 3D VCM system that implements the National Institute of Standards and Technology's (NIST) Congruent Matching Cells (CMC) comparison algorithm for determining common source.
- The Cadre Top Match-3D system uses a proprietary gel-pad to remove the optical effects of surface reflectivity on metal surfaces, providing a significantly higher resolution scan.

Cadre Research Labs is the manufacturer and sole distributor of this system and support in the United States and Canada. Staff has confirmed that **Cadre's** pricing for the Top Match-3D system is the same pricing they would charge any other municipality/law enforcement agency for the same system. Therefore, pricing is considered to be fair and reasonable.

Council approval is required for single or sole source awards of \$50,000.00 or more.

Based on the above, it is staff's recommendation to proceed with a sole source contract to Cadre Research Labs, Evanston, Illinois in the amount of \$130,900.00 for a Cadre Top Match-3D system for the Firearms Unit of the Unified Metropolitan Forensic Crime Laboratory.

QUESTIONS FOR COUNCIL

Does Council approve the award of a sole source contract to Cadre Research Labs, Evanston, Illinois in the amount of \$130,900.00 for a Cadre Top Match-3D system for the Firearms Unit of the Unified Metropolitan Forensic Crime Laboratory?

LEGAL COMMENTS

Awards worth \$50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this contact will be paid from the following org and acct:

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: 2023 State Lobbying Professional Services Agreement
Item Initiator: Roberto Venegas, Deputy City Manager
Staff Source/Legal Source: Roberto Venegas, Deputy City Manager/Jessica Prosser, Director Housing & Community Services
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Sponsors: CM Lawson

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

The City of Aurora has historically utilized a third party to provide state lobbying services. Annual budget for these services is included in the General Management department, specifically within Intergovernmental Relations Division. The Intergovernmental Relations Manager oversees this contract and works closely with the FSIR committee on reporting and service delivery. Most recently, the city issued an RFP for state lobbying services in the fall of 2019 and ultimately selected Capitol Capital.

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

The current state lobbying services agreement was awarded for 2020, with an initial 1 year period and 2, one-year options to extend. As 2022 represented the second and final option, purchasing procedures require a new RFP be issued for state lobbying services. That RFP was issued on August 19th, 2022. A panel evaluated proposals and recommended Capitol **Capital be retained as the city's** state lobbyist. That panel included the following:

Hannah Smith, Intergovernmental Relations Manager
Juan Marcano, Councilmember
Angela Lawson, Councilmember (Chair FSIR)
Kathy Kitzmann, Aurora Water
Trevor Vaughn, Finance

Staff is recommending a professional services agreement in the amount of \$71,000 be awarded Capitol Capital for 2023. The RFP for state lobbying services, Including the proposed scope of services and a sample professional services agreement are attached to this commentary.

The evaluation criteria were as follows:

1. Qualifications of the consultant in providing lobbying services and experience lobbying the Colorado General Assembly
2. Experience in representing local governments and knowledge of local government issues.
3. Qualifications and experience of the personnel to be assigned to the contract.
4. Approach to providing the required services and demonstrated absence of conflicts.
5. Price.

QUESTIONS FOR COUNCIL

Does the City Council approve of a professional services agreement with Capitol Capital for state lobbying services in 2023?

LEGAL COMMENTS

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The city budgets in the General Management Department the costs of a third party to provide state lobbying services.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

City of Aurora

Purchasing Services, Suite 5700
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



Request for Proposal: R-2289
Class/Item: 96151
Date Advertised: August 19, 2022

Proposal Deadline: 3:00 p.m. (MT), September 9, 2022, to the Office of Purchasing Services Via the Rocky Mountain Bid System Website

REQUEST FOR PROPOSALS

The City of Aurora is requesting written priced proposals from qualified consultants to provide state lobbying services for the City.

Proposals shall only be submitted electronically through the Rocky Mountain E-Purchasing System (aka BidNet) at <http://www.bidnetdirect.com/colorado> no later than **3:00 p.m. (MT), September 9, 2022**. **Please be advised that proposals MUST be submitted through BidNet to be considered responsive.** The proposals shall be retained by the City and cannot be returned. If you need assistance with the registration or proposal upload process, you may call BidNet's vendor support at 1-800- 835-4603 or e-mail e-procurementssupport@bidnet.com. **No late proposals will be considered.**

Proposals shall consist of:

State Lobbying Services

Pre-Proposal Conference

A non-mandatory pre-proposal conference meeting will be held online using Microsoft Teams on August 25, 2022 at 1:00 p.m. MT. The purpose of the pre-proposal conference is to provide assistance to interested firms in the interpretation of the Request for Proposal (RFP), Scope of Services, Sample Contract, and other technical and contractual matters. Attendance at the pre-proposal conference is not mandatory, but is highly recommended.

Please email Angie Young, Senior Procurement Agent at ayoung@auroragov.org with the following information if your firm plans to participate in the pre-proposal meeting: Company name, attendee(s) name(s), phone #(s), and email address(es).

Please click the below link to attend the meeting:

Join on your computer or mobile app

[Click here to join the meeting](#)

Specific requirements for this project are contained in the attached Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for this solicitation has been established as follows:

August 25, 2022	Pre-proposal conference at 1:00 p.m. via Microsoft Teams
August 29, 2022	Questions due by 5:00 p.m. MT
September 9, 2022	Proposals due to the Office of Purchasing Services, 3:00 p.m.
September 20, 2022	Notification of short-listed consultants
Week of September 26	Interviews with short-listed consultants
Week of October 3, 2022	Selection of top-ranked consultant
Week of October 10, 2022	Negotiations with top-ranked consultant completed
November 21, 2022	Award presented to Council at Study Session
November 28, 2022	Council Approval
December 5, 2022	Reconsideration period ends
December 16, 2022	Award Actions Complete

SOLICITATION PROCESS

This Request for Proposal is being solicited under a multi-step procurement procedure consisting of three phases. The first phase requires all consultants to submit proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this Request for Proposals. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Proposal Evaluation to select a short list of consultants for further evaluation. Only those consultants who are placed on the short list on the basis of the evaluation criteria will be considered for the second phase.

During the second phase, interviews will be conducted with the short-listed consultants, exploring any aspect of the consultant's proposal. The short-listed consultants will be provided with additional information regarding the interview process when they are notified of their selection.

In the final phase, negotiations will be held with the consultant ranked the highest by the evaluation committee on the basis of the written proposal and interview. The City and the top ranked consultant will then negotiate the details of the final contract. Should the City be unable to reach an agreement with the top ranked consultant, negotiations will commence with the next ranked consultant. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

A recommendation for contract award will be sent to Council for approval. Upon Council approval of the award, the contract is signed and work may begin.

MULTIPLE AWARDS

The City may award a Contract to a single consultant or, at the City's option, to multiple consultants if deemed to be in the best interest of the City.

PERIOD OF AWARD

The term of the contract shall be from the date of award through a twelve-month period, and upon the expiration of said period, the contract will terminate automatically, without notice, written or oral. The award period will not exceed a total of thirty-six (36) months, including extensions as appropriate.

EXTENSIONS

The City shall have the option to extend the contract for two (2) additional 12-month periods from the completion date of the original award upon the same terms and conditions. If the City desires to extend the contract, not later than thirty days prior to expiration, the City shall send a notice in writing to the consultant requesting firm pricing for the next twelve-month period. After the City receives the firm pricing proposal

from the consultant, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extension of the term of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof.

All decisions to extend the contract are at the option of the City.

AVAILABILITY OF FUNDS FOR THE NEXT CALENDAR YEAR

Funds are currently not available for the award beyond this current calendar year. Therefore, the City is not obligated under this RFP beyond this current calendar year. This provision is notwithstanding any other provision of the Request for Proposals addressing or affecting the contract period.

LICENSES

The successful consultant, without additional expense to the City, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful consultant and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful consultant shall provide the Aurora Business License number(s) to Angie Young, Senior Procurement Agent, within thirty (30) days of contract award.

CONFIDENTIALITY

Please be aware that proposals submitted to the City in response to this RFP shall be subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. Any privileged or confidential information in the Consultant's proposal shall be specifically identified as such by the Consultant. If any information is considered to be confidential, the Consultant shall agree to indemnify the City for any and all attorney fees the City may incur in defending the withholding of such information by signing and returning the letter found as Section VII to this RFP. Should the City receive a request for the release of any information in the Consultant's proposal in accordance with the open records law, the City will review the Consultant's proposal, giving consideration to the portions that the Consultant indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential so long as Section VII has been signed and returned by the Consultant along with the proposal. Should the Consultant choose not to sign and return Section VII, all information in the Consultant's proposal shall be considered releasable by the City. If, in the opinion of City's legal counsel, the City is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the City may disclose such information without liability.

AMENDMENTS TO THIS REQUEST FOR PROPOSAL

The City of Aurora reserves the right to amend, by an addendum or addenda to this RFP, **at any time and/or a multiple number of times** prior to the date set for receipt of the submission of proposals. Addenda or amendments will only be posted and updated on the Rocky Mountain E-Purchasing System located at <http://www.bidnetdirect.com/colorado>. It shall be the responsibility of consultants to obtain all addenda from the Rocky Mountain E-Purchasing System. **Parties obtaining bid information from other sources do so understanding that their information may be incomplete, inaccurate, or out of date and therefore wholly unreliable from a commercial perspective.** Consultants registered for the paid bidding notification service shall be notified either by fax or email depending on the service that they have subscribed to. It shall be the responsibility of prospective consultants registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. **Failure to do so may lead to reliance on incomplete, inaccurate, or out of date information when submitting proposals subjecting such proposals to automatic disqualification from consideration.** If revisions are of such a magnitude to warrant, in the City of Aurora's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

STANDARD PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement," used by the City. The consultant awarded a contract will be asked to execute this Agreement prior to commencing the services.

SPECIAL CONDITIONS

Please refer to enclosed "Special Conditions" for any/all additional terms and conditions relevant to this Request for Proposals as appropriate to the City's specific requirements and/or application.

ADDITIONAL INFORMATION

Proposals will be considered only from consultants or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

The City of Aurora reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the City.

QUESTIONS

Questions regarding this RFP shall be accepted by e-mail only to Angie Young, Purchasing Services, at ayoung@auroragov.org no later than August 29, 2022 at 5:00 p.m. MT. It is preferred that all inquiries be sent with the subject title: **State Lobbying Services (R-2289)**. Questions received after this date and time may not be addressed.

CONTACTS DURING THE SOLICITATION PROCESS

ANY QUESTIONS, COMMENTS, OR OTHER COMMUNICATIONS SHALL BE DIRECTED TO ANGIE YOUNG. NO OTHER CONTACT SHALL BE MADE REGARDING THIS RFP WITH ANY OTHER CITY STAFF, COUNCIL MEMBERS, AGENTS, CONSULTANTS, ETC. DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE OFFENDING CONSULTANT BEING REMOVED FROM CONSIDERATION.

CONSULTANT ACCEPTANCE OF THE REQUEST FOR PROPOSALS

By submitting a proposal in response to this Request for Proposals, the Consultant accepts all of the conditions described in this Request for Proposals, including the Professional Services Agreement, and agrees to abide by all final decisions made by the City.

Respectfully,

CITY OF AURORA, COLORADO

Angie Young
Senior Procurement Agent

Attachments:	Section I	Scope of Services
	Section II	Proposal Submittal Requirements
	Section III	Proposal Evaluation
	Section IV	Special Conditions
	Section V	Sample Professional Services Agreement
	Section VI	Request for Business Size Status
	Section VII	Letter of Indemnification for Withholding Confidential Information
	Section VIII	W-9 Request for Tax Payer Identification

SECTION I
SCOPE OF SERVICES

STATE LOBBYING SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

1. Establish communications structure with city staff, City Council and City Council Federal, State, & Intergovernmental Relations Committee (FSIR Committee).
2. Communicate with legislators representing Aurora to let them know that the consultant will represent the city at the Colorado General Assembly.
3. Pursue city legislative agenda including securing sponsorship for bills, coordinating the drafting of bills and soliciting support, as needed. Review all bills in a timely manner as they are introduced and share bills that may be of interest with the City for analysis. Track the progress of bills important to the City, review amendments, provide analysis and strategic advice related to these bills.
4. Regularly attend meetings of the city council Federal, State, & Intergovernmental Relations committee – generally twice per month during the legislative session, and once per month during the interim. Provide the committee with updates and strategic advice, and offer suggestions for proactive leadership on state legislative issues.
5. Advocate the city's position to members of the General Assembly, the Executive Branch, and other interested parties. Identify opportunities for the mayor, council members, and other city officials to participate in the process and make recommendations. Those opportunities include, but are not limited to, communication to legislators, providing testimony at legislative hearings, and communication to the governor and governor's staff. Assist in the preparation of council members or other Aurora city officials planning to testify before legislative committees.
6. Work with groups that share or dispute city positions. Work to understand the position of others to either leverage support or mitigate opposition by those parties on issues of importance to the city.
7. Conduct ongoing communication with the city via phone conversations, e-mail, written and oral reports and formal briefings.
8. Provide report on most recent legislative session no later than May 31st of each contract year.
9. Monitor the interim activities of the General Assembly and participate as necessary and appropriate.
10. Work to identify priorities and emerging issues for the upcoming legislative session.
11. Assist city staff in coordinating legislative receptions as directed by the FSIR committee, and the annual Aurora Day at the Capitol event.
12. Issues involving water and/or the Utilities Department are excluded from this contract.

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include responses to the following:

1. Company

Describe the background of your firm, the number of years the firm has been in business, owners, management personnel, etc. Describe the company's previous and current experience in representing local governments.

2. Professional Experience

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

3. Approach

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

4. References

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

5. Price

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

SECTION III

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

1. Qualifications of the consultant in providing lobbying services and experience lobbying the Colorado General Assembly (20 points)
2. Experience in representing local governments and knowledge of local government issues. (20 points)
3. Qualifications and experience of the personnel to be assigned to the contract. (20 points)
4. Approach to providing the required services and demonstrated absence of conflicts. (20 points)
5. Price. (20 points)

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services".

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement", used by the City. The consultant awarded a contract will be asked to execute this Agreement prior to commencing the services.

INSURANCE REQUIREMENTS

Attached to the sample "Professional Services Agreement" is a copy of the City's current insurance requirements (Form 410-33).

INDEPENDENT CONTRACTOR

The successful consultant is an independent contractor. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY OF AURORA, COLORADO.**

SUBLETTING OF CONTRACT

The Consulting Firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the City.

CHANGES IN SCOPE OF SERVICES

The Project Manager will agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

SECTION V

SAMPLE ONLY

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

(Version PSA 05 2021)

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Attachments

Attachment 1:	Scope of Work
Attachment 2:	Milestone Schedule
Attachment 3	Compensation
Attachment 4:	Insurance Requirements

AGREEMENT

This Agreement is made as of the _____ day of _____, 20_____, by and between the City of Aurora, Colorado ("City"), and _____ ("Consultant"), with a principal place of business at _____.

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

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

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

Section 1 – Scope of Work

- A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in **Attachment 1**, attached hereto and incorporated into this Agreement.
- B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.
- C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.
- D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

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

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

Section 3 - Schedule

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

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

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed _____ (\$0.00) as more fully set forth in **Attachment 3**, attached hereto and incorporated into this Agreement. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 20____ fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 20_ fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City

shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

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

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

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

Section 5 - Staffing

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

<u>Name</u>	<u>Title</u>
-------------	--------------

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

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

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

Section 6 - Insurance

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

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

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7 - The City's Responsibilities

A. The City shall:

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

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

3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;

4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

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

Section 8 - Mutual Obligations

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

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

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

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

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

Section 9 - Termination

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

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability

to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

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

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

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws including but not limited to 8-17.5-102, C.R.S., Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

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

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

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this

nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;.

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

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

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

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

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

Consultant Representative:

Section 11 - Examination of Records (This section applies if this Agreement exceeds \$10,000.00.)

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

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of

Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

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

Section 12 – Worker Without Authorization

A. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that: (a) knowingly employs or contracts with a worker without authorization to perform work under this Contract; and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with such persons to perform work under this Contract.

B. **VERIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION:** By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. **LIMITATIONS:** Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. **DUTIES OF CONSULTANT:** If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Consultant shall be required to:

1. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with a worker without authorization; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. **DUTY TO COMPLY WITH STATE INVESTIGATION:** Consultant shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. **DAMAGES:** Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding a worker without authorization the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

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

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

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

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In **WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: _____

Title: _____

Date: _____, 20____

ATTEST:

City Clerk

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____, 20____

Attachment 4

INSURANCE REQUIREMENTS

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

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$1,000,000 personal and advertising injury

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

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

Subcontractor's Insurance It shall be the responsibility of the vendor/consultant to ensure that subcontractors maintain:

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

B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds

by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

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

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Form No. 410-33 (Version 6/24/2015)

SECTION VI
REQUEST FOR BUSINESS STATUS
RFP R-2289 STATE LOBBYING SERVICES

Please provide the information requested below.

The North American Industry Classification System (NAICS) code for this award is **541820**.

The small business size standard the City of Aurora designates for this award is **\$8.25 Million**

U.S. dollars Employees

Identify the business size status of your firm based on the above small business size standard:

- Large Business
- Small Business Enterprise

If your business is a Small Business Enterprise, please identify if your firm is in one of the following categories

- Minority-owned vendor
- Woman-owned vendor
- Minority/woman-owned vendor
- Veteran
- Disabled Veteran
- Other

From what source did you learn about his solicitation to which you are now responding?

- Website;
- Newspaper (please name the paper);
- Fax;
- Automatic notice by E-mail;
- Telephone call from buyer;
- ther(please describe):

Name, address, phone #, e-mail of business, and point of contact preparing this information.

SECTION VII

City of Aurora

Purchasing Services, Suite 5700
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



Re: **Request under the Colorado Open Records Act**
Request for Proposal Number R-2289 – State Lobbying Services

Proposals submitted by Consultant in response to the City of Aurora's Request for Proposal R-2289 are subject to the Colorado Open Records Act. Should the City receive a request for the release of any information in the Consultant's proposal in accordance with the open records law, the City will review the Consultant's proposal, giving consideration to the portions that the Consultant indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201.

By having an authorized officer of the company sign below, Consultant agrees to indemnify the City of Aurora for any and all attorney fees that the City may incur in defending the withholding of such information.

Consultant

By: _____
Signature

Name (Type or Print)

Title

Date

SECTION VIII

W-9

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9 form may be found at the following website <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NOTE: If you have been awarded a purchase order from the City of Aurora within the past 5-years and are still operating under the same entity name and EIN #, you need not provide this form.



CITY OF AURORA

Council Agenda Commentary

Item Title: 2023 Federal Lobbying Professional Services Agreement
Item Initiator: Roberto Venegas, Deputy City Manager
Staff Source/Legal Source: Roberto Venegas, Deputy City Manager/Jessica Prosser, Director Housing & Community Services
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Sponsor: CM Lawson

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

The City of Aurora has historically utilized a third party to provide federal lobbying services. Annual budget for these services is included in the General Management department, specifically within Intergovernmental Relations Division. The Intergovernmental Relations Manager oversees this contract and works closely with the FSIR committee on reporting and service delivery. Most recently, the city issued an RFP for federal lobbying services in the fall of 2018 and ultimately selected Holland & Knight. The city first awarded the federal lobbying contract to Holland & Knight during a competitively bid RFP in the fall of 2014.

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

The current federal lobbying services agreement was awarded for 2019, with an initial 1 year period and 3, one-year options to extend. As 2022 represented the third and final option, purchasing procedures require a new RFP be issued for federal lobbying services. That RFP was issued on September 1, 2022. A panel evaluated proposals and recommended Holland & Knight be retained as the city's federal lobbyist. That panel included the following:

Roberto Venegas, Deputy City Manager
Juan Marcano, Councilmember
Angela Lawson, Councilmember (Chair FSIR)
Kathy Kitzmann, Aurora Water
Christina McClelland, Grants Development Manager

Staff is recommending a professional services agreement in the amount of \$120,000 be awarded Holland & Knight for 2023. The RFP for federal lobbying services, including the proposed scope of services and a sample professional services agreement are attached to this commentary.

The evaluation criteria were as follows:

1. Qualifications of the firm in providing lobbying services and experience lobbying Congress and working with federal agencies.
2. Previous and current experience in representing local governments, and references.
3. Qualifications and experience of the personnel to be assigned to the contract.
4. Approach to providing the required services and demonstrated absence of conflicts.
5. Price.

QUESTIONS FOR COUNCIL

Does the City Council approve of the professional services agreement with Holland & Knight for federal lobbying services in 2023?

LEGAL COMMENTS

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The city budgets in the General Management Department the costs of a third party to provide federal lobbying services.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

City of Aurora

Purchasing Services, Suite 5700
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



Request for Proposal: R-2290
Class/Item: 96151
Date Advertised: September 1, 2022

Proposal Deadline: 3:00 p.m. (MT), September 23, 2022, in the Office of Purchasing Services

REQUEST FOR PROPOSALS

The City of Aurora is requesting written priced proposals from qualified consultants to provide federal lobbying services for the City.

Proposals shall only be submitted electronically through the Rocky Mountain E-Purchasing System (aka BidNet) at <http://www.bidnetdirect.com/colorado> no later than **3:00 p.m. (MT), September 23, 2022**. **Please be advised that proposals MUST be submitted through BidNet to be considered responsive.** The proposals shall be retained by the City and cannot be returned. If you need assistance with the registration or proposal upload process, you may call BidNet's vendor support at 1-800- 835-4603 or e-mail e-procurementsupport@bidnet.com. **No late proposals will be considered.**

Proposals shall consist of:

City of Aurora Federal Lobbying Services

Pre-Proposal Conference

A non-mandatory pre-proposal conference meeting will be held online using Microsoft Teams on September 9, 2022 at 2:00 p.m. MT. The purpose of the pre-proposal conference is to provide assistance to interested firms in the interpretation of the Request for Proposal (RFP), Scope of Services, Sample Contract, and other technical and contractual matters. Attendance at the pre-proposal conference is not mandatory, but is highly recommended.

Please email Angie Young at ayoung@auroragov.org with the following information if your firm plans on participating in the meeting.

Name of Company
Name of Representative
Representative's Phone Number
Representative's Email Address

Please click the below link to attend the meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Specific requirements for this project are contained in Section I - Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for this solicitation has been established as follows:

September 9, 2022	Pre-proposal conference at 2:00 p.m.
September 13, 2022	Questions due by 5:00 p.m. MT
September 23, 2022	Proposals due to the Office of Purchasing Services, 3:00 p.m.
October 4, 2022	Notification of short-listed consultants
Weeks of October 10 and October 17, 2022	Interviews with short-listed consultants
October 21, 2022	Selection of top-ranked consultant
Week of October 24, 2022	Negotiations with top-ranked consultant completed
November 21, 2022	Award presented to Council at Study Session
November 28, 2022	Council Approval
December 5, 2022	Reconsideration period ends
December 16, 2022	Award Actions Complete

Solicitation Process

This Request for Proposal is being solicited under a multi-step procurement procedure consisting of three phases. The first phase requires all consultants to submit proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this Request for Proposals. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Proposal Evaluation to select a short list of consultants for further evaluation. Only those consultants who are placed on the short list on the basis of the evaluation criteria will be considered for the second phase.

During the second phase, in-person interviews will be conducted with the short-listed consultants, exploring any aspect of the consultant's proposal. The short-listed consultants will be provided with additional information regarding the interview process when they are notified of their selection.

In the final phase, negotiations will be held with the consultant ranked the highest by the evaluation committee on the basis of the written proposal and interview. The City and the top ranked consultant will then negotiate the details of the final contract. Should the City be unable to reach an agreement with the top ranked consultant, negotiations will commence with the next ranked consultant. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

A recommendation for contract award will be sent to Council for approval. Upon Council approval of the award, the contract is signed and work may begin.

PERIOD OF AWARD

The term of the contract shall be from the date of award through a twelve-month period, and upon the expiration of said period, the contract will terminate automatically, without notice, written or oral. The award period will not exceed a total of thirty-six (36) months, including extensions as appropriate.

EXTENSIONS

The City shall have the option to extend the contract for two (2) additional 12-month periods from the completion date of the original award upon the same terms and conditions. If the City desires to extend the contract, not later than thirty days prior to expiration, the City shall send a notice in writing to the consultant requesting firm pricing for the next twelve-month period. After the City receives the firm pricing proposal from the consultant, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extension of the term of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof.

All decisions to extend the contract are at the option of the City.

AVAILABILITY OF FUNDS FOR NEXT CALENDAR YEAR

Funds are currently not available for the award beyond this current calendar year. Therefore, the City is not obligated under this RFP beyond this current calendar year. This provision is notwithstanding any other provision of the Request for Proposals addressing or affecting the contract period.

LICENSES

The successful consultant, without additional expense to the City, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful consultant and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful consultant shall provide the Aurora Business License number(s) to Angie Young, Senior Procurement Agent, within thirty (30) days of contract award.

CONFIDENTIALITY

Please be aware that proposals submitted to the City in response to this RFP shall be subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. Any privileged or confidential information in the Consultant's proposal shall be specifically identified as such by the Consultant. If any information is considered to be confidential, the Consultant shall agree to indemnify the City for any and all attorney fees the City may incur in defending the withholding of such information by signing and returning the letter found as Section VII to this RFP. Should the City receive a request for the release of any information in the Consultant's proposal in accordance with the open records law, the City will review the Consultant's proposal, giving consideration to the portions that the Consultant indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential so long as Section VII has been signed and returned by the Consultant along with the proposal. Should the Consultant choose not to sign and return Section VII, all information in the Consultant's proposal shall be considered releasable by the City. If, in the opinion of City's legal counsel, the City is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the City may disclose such information without liability.

ADDENDA TO THE REQUEST FOR PROPOSAL

The City of Aurora reserves the right to amend, by an addendum or addenda to this RFP, **at any time and/or a multiple number of times** prior to the date set for receipt of the submission of proposals. Addenda or amendments will only be posted and updated on the Rocky Mountain E-Purchasing System located at <http://www.bidnetdirect.com/colorado>. It shall be the responsibility of Consultants to obtain all addenda from the Rocky Mountain E-Purchasing System. **Parties obtaining RFP information from other sources do so understanding that their information may be incomplete, inaccurate, or out of date and therefore wholly unreliable from a commercial perspective.** Consultants registered for the paid bidding notification service shall be notified either by fax or email depending on the service that they have subscribed to. It shall be the responsibility of prospective Consultants registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. **Failure to do so may lead to reliance on incomplete, inaccurate, or out of date information when submitting proposals subjecting such proposals to automatic disqualification from consideration.** If revisions are of such a magnitude to warrant, in the City of Aurora's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

STANDARD PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement," used by the City. The consultant awarded a contract will be asked to execute this Agreement prior to commencing the services.

SPECIAL CONDITIONS

Please refer to enclosed “Special Conditions” for any/all additional terms and conditions relevant to this Request for Proposals as appropriate to the City’s specific requirements and/or application.

ADDITIONAL INFORMATION

Proposals will be considered only from consultants or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

The City of Aurora reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the City.

QUESTIONS

Questions regarding this RFP shall be accepted by e-mail only to Angie Young, Purchasing Services, at ayoung@auroragov.org no later than September 13, 2022 at 5:00 p.m. MT. It is preferred that all inquiries be sent with the subject title: **Federal Lobbying Services (R-2290)**. Questions received after this date and time may not be addressed.

CONTACTS DURING THE SOLICITATION PROCESS

ANY QUESTIONS, COMMENTS, OR OTHER COMMUNICATIONS SHALL BE DIRECTED TO ANGIE YOUNG. NO OTHER CONTACT SHALL BE MADE REGARDING THIS RFP WITH ANY OTHER CITY STAFF, COUNCIL MEMBERS, AGENTS, CONSULTANTS, ETC. DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE OFFENDING CONSULTANT BEING REMOVED FROM CONSIDERATION.

CONSULTANT ACCEPTANCE OF THE REQUEST FOR PROPOSALS

By submitting a proposal in response to this Request for Proposals, the Consultant accepts all of the conditions described in this Request for Proposals, including the Professional Services Agreement, and agrees to abide by all final decisions made by the City.

Respectfully,

CITY OF AURORA, COLORADO

Angie Young
Senior Procurement Agent

Attachments: Section I Scope of Services
 Section II Proposal Submittal Requirements
 Section III Proposal Evaluation
 Section IV Special Conditions
 Section V Sample Professional Services Agreement
 Section VI Request for Business Size Status
 Section VII Letter of Indemnification for Withholding Confidential Information
 Section VIII W-9 Request for Tax Payer Identification

SECTION I

SCOPE OF SERVICES

FEDERAL LOBBYING SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

1. Establish communications mechanism to use with City staff, City Council, and City Council Federal, State & Intergovernmental Relations (FSIR) Committee.
2. Work with the City to let Aurora's Congressional delegation know that the consultant will represent Aurora on federal issues.
3. Monitor federal legislation and agency regulatory action; alert City staff and Council to potential opportunities and concerns. Provide policy and strategic advice for city engagement and response.
4. Keep City staff and Council apprised of major federal funding opportunities (appropriations requests, grants, etc.) available to the City, including information related to the application process, deadlines and requirements as appropriate. Assist with grant advocacy including letters of support.
5. Maintain regular contact with Aurora's Congressional delegation and identify opportunities for City Council and staff to work collaboratively with members of Congress and their staff.
6. Represent the City of Aurora's position with the federal executive branch when working collaboratively on or resolving issues as they may arise.
7. Regularly attend meetings of the city council Federal, State, & Intergovernmental Relations (FSIR) committee – generally twice per month during the legislative session, and once per month during the interim.
8. Work with national organizations including the US Conference of Mayors and National League of Cities to find opportunities for elected officials to engage and build coalitions with other stakeholders as needed.
9. Assist with arrangements for the Mayor, City Council, and staff when visiting Washington, DC, including coordinating meetings with federal leaders.
10. Federal lobbying contract includes issues involving the water and/or utilities department.
11. The consultant must have a local (Aurora/Denver) presence.

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include responses to the following:

1. Company

Describe the background of your firm, the number of years the firm has been in business, owners, management personnel, etc. Describe the company's previous and current experience in representing local governments.

2. Professional Experience

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

3. Approach

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

4. References

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

5. Price

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

Requested – Completed Request for Business Size Status (Section VI of this Request for Proposals).

Optional – Completed Letter of Indemnification for Withholding Confidential Information (Section VII of this Request for proposals).

Requested – Completed W-9, Request for Taxpayer Identification Number and Certification (Section VIII of this Request for Proposals).

SECTION III

PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

1. Qualifications of the firm in providing lobbying services and experience lobbying Congress and working with federal agencies. (20 points)
2. Previous and current experience in representing local governments, and references. (20 points)
3. Qualifications and experience of the personnel to be assigned to the contract. (20 points)
4. Approach to providing the required services and demonstrated absence of conflicts. (20 points)
5. Price. (20 points)

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services".

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement", used by the City. The consultant awarded a contract will be asked to execute this Agreement prior to commencing the services.

INSURANCE REQUIREMENTS

Attached to the sample "Professional Services Agreement" is a copy of the City's current insurance requirements (Form 410-33).

INDEPENDENT CONTRACTOR

The successful consultant is an independent contractor. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY OF AURORA, COLORADO.**

SUBLETTING OF CONTRACT

The Consulting Firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the City.

CHANGES IN SCOPE OF SERVICES

The Project Manager will agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

SECTION V

SAMPLE ONLY

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

(Version PSA 05 2021)

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Attachments

Attachment 1:	Scope of Work
Attachment 2:	Milestone Schedule
Attachment 3	Compensation
Attachment 4:	Insurance Requirements

AGREEMENT

This Agreement is made as of the _____ day of _____, 20_____, by and between the City of Aurora, Colorado ("City"), and _____ ("Consultant"), with a principal place of business at _____.

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

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

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

Section 1 – Scope of Work

- A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in **Attachment 1**, attached hereto and incorporated into this Agreement.
- B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.
- C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.
- D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

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

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

Section 3 - Schedule

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

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

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed _____ (\$0.00) as more fully set forth in **Attachment 3**, attached hereto and incorporated into this Agreement. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 20____ fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 20_ fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable

work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

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

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

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

Section 5 - Staffing

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

<u>Name</u>	<u>Title</u>
-------------	--------------

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

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

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

Section 6 - Insurance

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

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

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;
2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;
3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;
4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

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

Section 8 - Mutual Obligations

- A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.
- B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.
- C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.
- D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.
- E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

- A. **Termination for Cause** - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.
- B. **Termination for Convenience**
 - 1. **Change in City Policy.** The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.
 - 2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.
 - 3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.
- C. **Effect of Termination**

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

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

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws including but not limited to 8-17.5-102, C.R.S., Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

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

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

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;

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

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

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

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

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

Consultant Representative:

Section 11 - Examination of Records (This section applies if this Agreement exceeds \$10,000.00.)

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

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

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee,

has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 – Worker Without Authorization

A. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that: (a) knowingly employs or contracts with a worker without authorization to perform work under this Contract; and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with such persons to perform work under this Contract.

B. **VERIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION:** By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. **LIMITATIONS:** Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. **DUTIES OF CONSULTANT:** If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Consultant shall be required to:

1. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with a worker without authorization; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. **DUTY TO COMPLY WITH STATE INVESTIGATION:** Consultant shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. **DAMAGES:** Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding a worker without authorization the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation

reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

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

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

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In **WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: _____

Title: _____

Date: _____, 20____

ATTEST:

City Clerk

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____, 20____

Attachment 4

INSURANCE REQUIREMENTS

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

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$1,000,000 personal and advertising injury

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

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

Subcontractor's Insurance It shall be the responsibility of the vendor/Consultant to ensure that subcontractors maintain:

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

B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these

specific requirements along with a copy of the relevant endorsements.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

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

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Form No. 410-33 (Version 6/24/2015)

SECTION VI
REQUEST FOR BUSINESS STATUS
RFP R-2290 LOBBYING SERVICES

Please provide the information requested below.

The North American Industry Classification System (NAICS) code for this award is **541820**.

The small business size standard the City of Aurora designates for this award is **\$8.25 Million**

U.S. dollars Employees

Identify the business size status of your firm based on the above small business size standard:

- Large Business
- Small Business Enterprise

If your business is a Small Business Enterprise, please identify if your firm is in one of the following categories

- Minority-owned vendor
- Woman-owned vendor
- Minority/woman-owned vendor
- Veteran
- Disabled Veteran
- Other

From what source did you learn about his solicitation to which you are now responding?

- Website;
- Newspaper (please name the paper);
- Fax;
- Automatic notice by E-mail;
- Telephone call from buyer;
- Other (please describe):

Name, address, phone #, e-mail of business, and point of contact preparing this information.

SECTION VII

City of Aurora

Purchasing Services, Suite 5700
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



Re: **Request under the Colorado Open Records Act**
Request for Proposal Number R-2290 – Federal Lobbying Services

Proposals submitted by Consultants in response to the City of Aurora’s Request for Proposal R-2290 are subject to the Colorado Open Records Act. Should the City receive a request for the release of any information in the Consultant’s proposal in accordance with the open records law, the City will review the Consultant’s proposal, giving consideration to the portions that the Consultant indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201.

By having an authorized officer of the company sign below, Consultant agrees to indemnify the City of Aurora for any and all attorney fees that the City may incur in defending the withholding of such information.

Consultant

By: _____
Signature

Name (Type or Print)

Title

Date

SECTION VIII

W-9

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9 form may be found at the following website <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NOTE: If you have been awarded a purchase order from the City of Aurora within the past 5-years and are still operating under the same entity name and EIN #, you need not provide this form.



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE - Navigation Center_Homelessness Initiative
Item Initiator: Mayor Mike Coffman
Staff Source: N/A
Legal Source: George Koumantakis, Manager of Client Services
Outside Speaker: N/A
Date of Change: 10/24/2022

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 10/24/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

There were two amendments on the floor at the 10/24/2022 City Council Meeting.

Mayor Coffman also made some changes. Please see the Navigation Center_Homelessness Initiative Resolution.

RESOLUTION NO. R2022- _____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-FOCUSED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION OF THE AREA.

WHEREAS, every person, experiencing homelessness, who wants support to transform their lives and achieve self-sufficiency should have access to the necessary support; and

WHEREAS, it is inhumane and far more expensive to allow people experiencing homelessness to languish on the streets than it is to provide shelter with supportive services to this population; and

WHEREAS, the Aurora City Council (City Council) believes, that providing an approach of supportive services with defined expectations and incentives can transform the lives of people experiencing homelessness and put them on a path toward self-sufficiency; and

WHEREAS, the City Council wants to expand offerings to include employment-focused programming and conditions-based transitional housing to increase the number of people who exit homelessness on an annual basis; and

WHEREAS, the City of Aurora's (City) resources are limited; and

WHEREAS, the City Council desires to spur innovation and the creation of more impactful and cost-effective solutions from community stakeholders and directs the City Manager and his staff to engage this approach; and

WHEREAS, the City Council establishes an Initiative to broaden options for people experiencing homelessness that include access to supportive services tailored to the needs of the individual, workforce training, and expectations-based transitional housing that lead to self-sufficiency.

WHEREAS, the purpose of the Initiative is to engage with all people experiencing homelessness and provide opportunities for their diverse needs to be met through a range of interventions

WHEREAS, the City will continue to provide emergency shelter to those in need; and

WHEREAS, the goal of the Initiative is the reduction of homelessness and an increase in employment outcomes; and

WHEREAS, the City Council's long-term goal is to facilitate people who have experienced homelessness to move towards self-sufficiency; and

WHEREAS, the City shall require navigation plans for those that enter the City's Initiative. These plans will be short term plans to set goals for immediate action towards the resolution of their homelessness; and

WHEREAS, the City shall be responsible for identifying an alternative location to provide for the needs of homeless families while providing emergency shelter until a transfer can occur; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Initiative through all their efforts; and

WHEREAS, homelessness in the City of Aurora (City) has been increasing for years and has dramatically increased since the onset of the COVID-19 global pandemic; and

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

Section 1. The Aurora City Council resolves as follows:

To benefit the residents of the City of Aurora, the City Council directs the City Manager to actively pursue a comprehensive approach that has a core mission of reducing the number of homeless through comprehensive service offerings.

The new approach shall:

- Co-locate necessary services
- Provide access to an emergency shelter 24/7.
- Provide case management through a navigation center
- Incentivize participation in supportive services for transitional housing.
- Offer workforce development opportunities
- Continuously measure success by outcomes centered around the number of people who reach self-sufficiency.
- Reliance on community support (individuals, business community, and foundations) rather than federal support if such support comes with inflexible requirements.
- Develop public service announcements educating the public on how the program operates and what to do to help and support the effort
- Seek State, Federal, County and private funding for the construction of a new navigation campus
- Work with regional partners on the establishment and operations of the new facility
- Create a process for identifying an operator for the facility
- The campus will be operated by a nonprofit organization(s) in which no general fund revenues will be used for the construction, maintenance, or operations of the campus.

The City Council also directs the City Manager to support the new comprehensive approach through a combination of new efforts and through existing programs to aid its implementation and evolution.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "George Koumantakis", is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish at the end.

GEORGE KOUMANTAKIS, Manager of Client Services

RESOLUTION NO. R2022- _____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

WHEREAS, every person, experiencing homelessness, who wants support to transform their lives and achieve self-sufficiency should have access to the necessary support; and

WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and put them on a path toward self-sufficiency; and

WHEREAS, the Council wants to expand offerings to include employment-based programming and conditions-based transitional housing to increase the number of people who exit homelessness on an annual basis; and

WHEREAS, the City's resources are limited; and

WHEREAS, the Council of the City desires to spur innovation and the creation of more impactful and cost-effective solutions from community stakeholders and directs the City Manager and his staff to engage this approach; and

WHEREAS, the Council of the City establishes an Initiative to broaden options for people experiencing homelessness that include access to supportive services tailored to the needs of the individual, workforce training, and conditions-based transitional housing that lead to self-sufficiency.

WHEREAS, the purpose of the Initiative is to engage with all people experiencing homelessness—especially those with the capacity and desire to enter the workforce, those with histories of incarceration and substance abuse and provide opportunities for their diverse needs to be met through a range of interventions

WHEREAS, the City will continue to provide emergency services to those in need; and

WHEREAS, the goal of the Initiative is the reduction in homelessness and an increase in employment outcomes; and

WHEREAS, the City Council’s long-term goal is to facilitate people experiencing homelessness to move towards self-sufficiency; and

WHEREAS, the City shall require navigation plans for those that enter the City’s Initiative. These plans will be short term plans to set goals for immediate action towards the resolution of their homelessness; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Initiative through all their efforts:

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

Section 1. The Aurora City Council resolves as follows:

To benefit the residents of the City of Aurora, the City Council directs the City Manager to actively pursue a comprehensive approach that has a core mission of reducing the number of homeless through life altering transformation.

The new approach should:

- Co-locate necessary services
- Provide access to emergency supportive services
- Provide case management through a navigation center
- Incentivize participation in supportive services and require conditions for transitional housing.
- Offer workforce development opportunities
- Continuously measure success by more than meals served and beds provided and instead centered around the number of people who reach self-sufficiency.
- Reliance on community support (individuals, business community, and foundations) rather than federal support if it comes with inflexible requirements.
- Develop public service announcements educating the public on how the program operates and what to do to help and support the effort

The City Council also directs the City Manager to support the new comprehensive approach through a combination of new efforts and through existing programs to aid its implementation and evolution.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

George Koumantakis

GEORGE KOUMANTAKIS, Manager of Client Services

RESOLUTION NO. R2022- _____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

WHEREAS, every person, experiencing homelessness, who wants support to transform their lives and achieve self-sufficiency should have access to the necessary support; and

WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and put them on a path toward self-sufficiency; and

WHEREAS, the Council wants to expand offerings to include employment-based programming and conditions-based transitional housing to increase the number of people who exit homelessness on an annual basis; and

WHEREAS, the City’s resources are limited; and

WHEREAS, the Council of the City desires to spur innovation and the creation of more impactful and cost-effective solutions from community stakeholders and directs the City Manager and his staff to engage this approach; and

WHEREAS, the Council of the City establishes an Initiative to broaden options for people experiencing homelessness that include access to supportive services tailored to the needs of the individual, workforce training, and conditions-based transitional housing that lead to self-sufficiency.

WHEREAS, the purpose of the Initiative is to engage with all people experiencing homelessness—especially those with the capacity and desire to enter the workforce, those with histories of incarceration and substance abuse and provide opportunities for their diverse needs to be met through a range of interventions

WHEREAS, the City will continue to provide emergency services to those in need; and

WHEREAS, the goal of the Initiative is the reduction in homelessness and an increase in employment outcomes; and

WHEREAS, the City Council’s long-term goal is to facilitate people experiencing homelessness to move towards self-sufficiency; and

WHEREAS, the City shall require navigation plans for those that enter the City’s Initiative. These plans will be short term plans to set goals for immediate action towards the resolution of their homelessness; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Initiative through all their efforts:

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

Section 1. The Aurora City Council resolves as follows:

To benefit the residents of the City of Aurora, the City Council directs the City Manager to actively pursue a comprehensive approach that has a core mission of reducing the number of homeless through life altering transformation.

The new approach should:

- Co-locate necessary services
- Provide access to emergency supportive services
- Provide case management through a navigation center
- Incentivize participation in supportive services and require conditions for transitional housing.
- Offer workforce development opportunities
- Continuously measure success by more than meals served and beds provided and instead centered around the number of people who reach self-sufficiency.
- Reliance on community support (individuals, business community, and foundations) rather than federal support if it comes with inflexible requirements.
- Develop public service announcements educating the public on how the program operates and what to do to help and support the effort

The City Council also directs the City Manager to support the new comprehensive approach through a combination of new efforts and through existing programs to aid its implementation and evolution. The campus will be operated by nonprofit organization(s) in which no general fund revenues will be used for the construction, maintenance, or operations of the campus.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



GEORGE KOUMANTAKIS, Manager of Client Services

AMENDMENT 1

REVISE: In the opening paragraph.

...PEOPLE EXPERIENCING HOMELESSNESS THROUGH ~~EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY~~ **EVIDENCE-BASED POLICY THAT PRIORITIZES HOUSING, SUPPORTIVE SERVICES, AND WORKFORCE DEVELOPMENT OPPORTUNITIES THAT LEAD TO SELF-RELIANCE.**

This one failed during a vote on the floor on 10/24/2022

AMENDMENT 2

ADD: In WHEREAS clauses.

WHEREAS, homelessness in Aurora has been increasing for years and has dramatically increased since the onset of the COVID-19 global pandemic; and

This one passed during a vote on the floor on 10/24/2022

AMENDMENT 3

REVISE: In WHEREAS clauses.

~~WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and it is inhumane and far more expensive to allow people experiencing homelessness to languish on the streets than it is to provide housing with supportive services to this population and help put them on a path toward self-sufficiency; and~~

This one failed during a vote on the floor on 10/24/2022

AMENDMENT 4

REVISE: In WHEREAS clauses.

~~WHEREAS, the Council wants to expand offerings to include employment-based programming and conditions-based transitional housing to increase the number of people who exit homelessness on an annual basis~~ **that empower individuals experiencing homelessness to choose for themselves their path to self-reliance, to include mental and physical health care, job training, educational assistance, and low-barrier housing; and**

AMENDMENT 5

REVISE: In WHEREAS clauses.

~~WHEREAS, the City's resources are limited~~ **homelessness is a regional issue that requires governments, the non-profit sector, and the private sector to collaborate and coordinate efforts to address in a meaningful and sustainable fashion; and**

AMENDMENT 6

REVISE: In WHEREAS clauses.

WHEREAS, the City Council's long-term goal is to facilitate people experiencing homelessness to move towards ~~self-sufficiency~~ **self-reliance**; and

AMENDMENT 7

REVISE: In WHERAS clauses.

WHEREAS, the Council of the City establishes an Initiative to broaden options for people experiencing homelessness that include access to supportive services tailored to the needs of the individual, workforce training, and ~~conditions-based~~ transitional housing that lead to ~~self-sufficiency~~ **self-reliance**.

AMENDMENT 8

ADD: In Section 1.

- **Foster and strengthen intergovernmental collaboration with the Federal government, the State government, County governments, as well as other Municipal governments, in the development of the necessary infrastructure to address homelessness as expeditiously and effectively as possible.**

AMENDMENT 9

REVISE: In Section 1.

- Co-locate necessary services **to the maximum extent possible.**

AMENDMENT 10

REVISE: In Section 1.

- Provide a navigation center to offer short-term bridge housing along with supportive services while long-term housing is being ~~arranged~~ **sought**.

AMENDMENT 11

ADD: In Section 1.

- **Provide Rapid Re-Housing (RRH) services to ensure a quick exit from homelessness for low acuity individuals and families.**

AMENDMENT 12

REPLACE: In Section 1.

- ~~• Incentivize participation in supportive services and require conditions for transitional housing.~~
- **Provide Permanent Supportive Housing (PSH) services to ensure stability and supported recovery for individuals and families for whom Rapid Re-Housing alone would not be enough to prevent homelessness.**

AMENDMENT 13

REPLACE: In Section 1.

- ~~• Offer workforce development opportunities.~~
- **Provide opportunities for workforce development through job training and educational assistance in coordination with case management.**

AMENDMENT 14

REPLACE: In Section 1.

- ~~• Continuously measure success by more than meals served and beds provided and instead centered around the number of people who reach self-sufficiency.~~
- Continuously measure, for everyone enrolled in the program, the efficacy of the program as follows:
 - Their utilization of supportive services.
 - Their utilization of workforce development opportunities.
 - Their housing status and income sources for 36 months beginning from their move-in date.
 - Their employment status and income level for 36 months beginning from their move-in date.

AMENDMENT 15

REPLACE: In Section 1.

- ~~• Reliance on community support (individuals, business community, and foundations) rather than federal support if it comes with inflexible requirements.~~
- Develop an initiative to supplement Federal funding and City staffing and funding by generating financial and volunteer support from:
 - Individuals
 - Private businesses
 - Non-Governmental Organizations
 - Philanthropic Foundations

AMENDMENT 16

REPLACE: In Section 1.

- ~~• Develop public service announcements educating the public on how the program operates and what to do to help and support the effort.~~
- Develop a strategy utilizing the City's Communications Department to educate the public on how the program operates, monthly statistics on individuals successfully transitioning out of homelessness, consensual testimonials from those aided by the program, and how they can support the effort.

AMENDMENT 17

ADD: In Section 1.

- Develop a strategy to reach out to jurisdictions throughout the metropolitan region with the goal of building consensus on a shared regional strategy utilizing evidence-based best practices to reduce homelessness, sharing resources, and eliminating redundancies where appropriate to maximize the effectiveness of our collective efforts.



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: Continuation Page - Homelessness Initiative Resolution
Item Initiator: Mayor Mike Coffman
Staff Source: N/A
Legal Source: George Koumantakis, Manager of Client Services
Outside Speaker: N/A
Date of Change: 10/17/2022

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 10/24/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

The Mayor is coordinating changes to the resolution with individual Council Members.

RESOLUTION NO. R2022- ____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

WHEREAS, every person, experiencing homelessness, who wants support to transform their lives and achieve self-sufficiency should have access to the necessary support; and

WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and put them on a path toward self-sufficiency; and

WHEREAS, the Council wants to expand offerings to include employment-based programming and conditions-based transitional housing to increase the number of people who exit homelessness on an annual basis; and

WHEREAS, the City's resources are limited; and

WHEREAS, the Council of the City desires to spur innovation and the creation of more impactful and cost-effective solutions from community stakeholders and directs the City Manager and his staff to engage this approach; and

WHEREAS, the Council of the City establishes an Initiative to broaden options for people experiencing homelessness that include access to supportive services tailored to the needs of the individual, workforce training, and conditions-based transitional housing that lead to self-sufficiency.

WHEREAS, the purpose of the Initiative is to engage with all people experiencing homelessness—especially those with the capacity and desire to enter the workforce, those with histories of incarceration and substance abuse and provide opportunities for their diverse needs to be met through a range of interventions

WHEREAS, the City will continue to provide emergency services to those in need; and

WHEREAS, the goal of the Initiative is the reduction in homelessness and an increase in employment outcomes; and

WHEREAS, the City Council’s long-term goal is to facilitate people experiencing homelessness to move towards self-sufficiency; and

WHEREAS, the City shall require navigation plans for those that enter the City’s Initiative. These plans will be short term plans to set goals for immediate action towards the resolution of their homelessness; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Initiative through all their efforts:

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

Section 1. The Aurora City Council resolves as follows:

To benefit the residents of the City of Aurora, the City Council directs the City Manager to actively pursue a comprehensive approach that has a core mission of reducing the number of homeless through life altering transformation.

The new approach should:

- Co-locate necessary services
- Provide access to emergency supportive services
- Provide supportive services through integrated care teams in coordination with case management
- Provide a navigation center to offer short-term bridge housing along with supportive services while long-term housing is being arranged
- Incentivize participation in supportive services and require conditions for transitional housing.
- Offer workforce development opportunities
- Continuously measure success by more than meals served and beds provided and instead centered around the number of people who reach self-sufficiency.
- Reliance on community support (individuals, business community, and foundations) rather than federal support if it comes with inflexible requirements.
- Develop public service announcements educating the public on how the program operates and what to do to help and support the effort

The City Council also directs the City Manager to support the new comprehensive approach through a combination of new efforts and through existing programs to aid its implementation and evolution.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

GEORGE KOUMANTAKIS, Manager of Client Services

RESOLUTION NO. R2022- ____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DESIRE TO REDUCE THE NUMBER OF PEOPLE EXPERIENCING HOMELESSNESS THROUGH EMPLOYMENT-BASED PROGRAMMING AND CONDITIONS-BASED TRANSITIONAL HOUSING THAT LEADS TO SELF-SUFFICIENCY. THE CITY COUNCIL DIRECTS THE CITY MANAGER AND HIS STAFF TO SUPPORT THIS EFFORT BY DEVELOPING AND EXECUTING A COMPREHENSIVE APPROACH THAT ALIGNS WITH THE NECESSARY SUPPORT TO MEET THE NEEDS OF THE DIVERSE HOMELESS POPULATION IN AURORA

WHEREAS, every person, experiencing homelessness, who wants support to transform their lives and achieve self-sufficiency should have access to the necessary support; and

WHEREAS, the City Council (Council) of the City believes, that providing an approach of supportive services with defined conditions and incentives can transform the lives of people experiencing homelessness and put them on a path toward self-sufficiency; and

WHEREAS, the Council wants to expand offerings to include employment-based programming and conditions-based transitional housing to increase the number of people who exit homelessness on an annual basis; and

WHEREAS, the City’s resources are limited; and

WHEREAS, the Council of the City desires to spur innovation and the creation of more impactful and cost-effective solutions from community stakeholders and directs the City Manager and his staff to engage this approach; and

WHEREAS, the Council of the City establishes an Initiative to broaden options for people experiencing homelessness that include access to supportive services tailored to the needs of the individual, workforce training, and conditions-based transitional housing that lead to self-sufficiency.

WHEREAS, the purpose of the Initiative is to engage with all people experiencing homelessness—especially those with the capacity and desire to enter the workforce, those with histories of incarceration and substance abuse and provide opportunities for their diverse needs to be met through a range of interventions

WHEREAS, the City will continue to provide emergency services to those in need; and

WHEREAS, the goal of the Initiative is the reduction in homelessness and an increase in employment outcomes; and

WHEREAS, the City Council’s long-term goal is to facilitate people experiencing homelessness to move towards self-sufficiency; and

WHEREAS, the City shall require navigation plans for those that enter the City’s Initiative. These plans will be short term plans to set goals for immediate action towards the resolution of their homelessness; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Initiative through all their efforts:

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

Section 1. The Aurora City Council resolves as follows:

To benefit the residents of the City of Aurora, the City Council directs the City Manager to actively pursue a comprehensive approach that has a core mission of reducing the number of homeless through life altering transformation.

The new approach should:

- Co-locate necessary services
- Provide access to emergency supportive services
- Provide case management through a navigation center
- Incentivize participation in supportive services and require conditions for transitional housing.
- Offer workforce development opportunities
- Continuously measure success by more than meals served and beds provided and instead centered around the number of people who reach self-sufficiency.
- Reliance on community support (individuals, business community, and foundations) rather than federal support if it comes with inflexible requirements.
- Develop public service announcements educating the public on how the program operates and what to do to help and support the effort

The City Council also directs the City Manager to support the new comprehensive approach through a combination of new efforts and through existing programs to aid its implementation and evolution.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

George Koumantakis
GEORGE KOUMANTAKIS, Manager of Client Services



CITY OF AURORA

Council Agenda Commentary

Item Title: Citadel on Colfax BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting - Finance
Staff Source/Legal Source: Carol Toth / Hanosky Hernandez Sr. Assistant City Attorney.
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time:

Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Citadel on Colfax Business Improvement District (BID) in 2017 (Ord. No. 2017-35). The BID is located generally at the southeast corner of E Colfax Avenue and N Sable Boulevard. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Citadel on Colfax Business Improvement District 2023 operating plan and budget. The operating plan anticipates mainly remaining bond proceeds from the 2020 debt issuance, property taxes and tax revenue from the Colfax Sable Metropolitan District for its \$1,217,078 revenue and expected expenditures (General, Capital Projects and Debt Service Funds). The Citadel on Colfax BID will continue to construct and install public improvements to serve the development in 2023 including street improvements, landscaping, traffic signalization and site furnishings.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Citadel on Colfax Business Improvement District to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Citadel on Colfax Business Improvement District. Funding is projected at \$1,217,078 primarily from remaining bond proceeds, property taxes and tax revenue from the Colfax Sable Metropolitan District.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET
FOR THE CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2017-35 organizing the Citadel on Colfax Business Improvement District (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

2023 OPERATING PLAN AND BUDGET

**CITADEL ON
COLFAX BUSINESS
IMPROVEMENT
DISTRICT**

City of Aurora, Arapahoe County, Colorado

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EXHIBIT A - Director Contact Information

EXHIBIT B - BID Budget 2023

General Fund

Debt Service Fund

Capital Projects Fund

EXHIBIT C - District Legal Description

2023
OPERATING PLAN FOR THE
CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Citadel on Colfax Business Improvement District (the “District”) file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the City may require.

The District’s original 2017 Operating Plan and subsequent Operating Plans, previously approved by the City, are incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby.

C. Purposes. As may be further articulated in prior years’ Operating Plans, the ongoing and/or contemplated purposes of this District for 2023 include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

D. Ownership of Property or Major Assets. The District will own public improvements as constructed if such improvements are not otherwise dedicated to other public entities for operation and maintenance.

E. Contracts and Agreements. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is currently party to an Intergovernmental Agreement with the City of Aurora dated August 21, 2017 and is currently party to an Intergovernmental District Facilities Construction and Service Agreement with the Colfax Sable Metropolitan District. The District may also enter into agreements with other districts encompassing adjacent developments in order to cooperate on infrastructure projects.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. *Organization.* The Citadel on Colfax Business Improvement District was organized by the City of Aurora, Colorado by Ordinance No. 2017-35 on October 28, 2017.

B. *Governance.* The District is governed by an elected Board of Directors.

C. *Current Board.* The persons who currently serve on the Board of Directors are:

- 1) Alan Westfall
- 2) Vacant
- 3) Vacant
- 4) Vacant
- 5) Vacant

Director and other pertinent contact information is provided in **EXHIBIT A**.

D. *Term Limits.* The District's election on November 7, 2017 included a ballot question to eliminate term limits pursuant to Article 18, Section 11 of the Colorado Constitution. The question passed.

E. *Advisory Board.* The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The legal description of the District's current boundaries is attached as **EXHIBIT C**. In 2022 and subsequent years, the District may receive inclusion requests for additional property as boundaries are established and additional property owners participate in the District.

4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances to provide improvements or services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation.

5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **EXHIBIT B**. The adopted 2022 Budget differs from the 2022 Budget attached to the 2022 Operating Plan to account for the final assessed valuation of the property within the District, to adjust the specific ownership tax revenues, to adjust the amount of property tax revenue transferred from the Colfax Sable Metropolitan District as a result of the final assessed valuation of the property within the Colfax Sable Metropolitan District, to adjust the amount of developer advances the District anticipated it would receive, to adjust the expenditure amounts the District anticipated incurring, and to remove the expenditures in the capital project fund as no funds remain.

B. Authorized Indebtedness. The District held an election on November 7, 2017 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as are necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$50,000,000.

C. Property Tax and Debt Service Mill Levy Cap. The District's debt service taxing ability shall be constrained to a mill levy limitation of up to 50 mills. The debt service mill levy cap set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after, but not before, January 1, 2004. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. The debt service mill levy cap shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

D. District Revenues. The District anticipates receiving revenues derived from property taxes and tax revenue from Colfax Sable Metropolitan District in accordance with the Intergovernmental

District Facilities Construction and Service Agreement and the Capital Pledge Agreement the District and Colfax Sable Metropolitan District entered into as part of the District's bond issuance in 2020. The District also anticipates utilizing public improvement fees to support public improvement construction.

E. Existing Debt Obligations. The District issued its \$11,600,000 Special Revenue and Tax Supported Senior Bonds Series 2020A and \$930,000 Special Revenue and Tax Supported Subordinate Bonds Series 2020B on November 25, 2020.

F. Future Debt Obligations. The District does not anticipate issuing debt in 2023.

G. Other Financial Obligations. The District may enter into agreements including reimbursement or similar agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

H. Non-Default Provisions. Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. No Debt or Obligation of the City. The debt of the District will not constitute a debt or obligation of the City in any manner. The faith and credit of the City will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any securities issued by the District

7. 2023 ACTIVITIES, PROJECTS AND CHANGES

A. Activities. The District will continue with development activity in 2023.

B. Projects and Public Improvements. The District anticipates undertaking projects related to public improvements in the upcoming year.

C. Summary of 2023 Activities and Changes from Prior Year. In 2022, the District constructed and installed public improvements. In 2023, the District will continue focusing on constructing and installing the public improvements to serve the project in 2023, including street improvements, landscaping, traffic signalization, and site furnishings.

D. Boundary Changes. Boundary changes may occur in 2023.

E. Changes to Board or Governance Structure. It is anticipated that the Board will appoint Jason Marcotte to the Board in late 2022. There are no plans to fill the other vacancies at this time, as there are no individuals qualified to serve on the Board of Directors. The District anticipates more individuals will become qualified to serve on the Board as the District continues to develop.

F. Mill Levy Changes.

- i. Debt Service Mill Levy Cap: 50 mills

- ii. 2022 Mill Levies: The District imposed 20 mills for operations and maintenance, 50 mills for debt service, and 1 mill for ARI mill levy in 2022.
- i. 2023 Mill Levies: The District anticipates imposing 20 mills for operations and maintenance, 50 mills for debt service, and 1 mill for ARI mill levy in 2023.

G. Elections. Regular election to occur on May 2, 2023.

H. Major Changes in Development Activity or Valuation. Development activity is anticipated to continue for the upcoming year.

I. Ability to Meet Current Financial Obligations. See 2023 Budget attached as **EXHIBIT B**.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations the District will seek to dissolve pursuant to C.R.S. § 31-25-1225.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
Director and Other Contact Information

BOARD OF DIRECTORS:

Alan Westfall
Penthouse 1720 South Bellaire Street
Denver, Colorado 80222
awestfall@strategicstoragepartners.com
(303) 725-1466

Vacant

Vacant

Vacant

Vacant

DISTRICT CONTACT:

Russell W. Dykstra
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
303-839-3845
rdykstra@spencerfane.com

INSURANCE AND DIRECTORS' BONDS:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Centennial, Colorado 80112
303-368-5757

ACCOUNTANT:

Jason Carroll
CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Jason.carroll@claconnect.com
(303) 779-5710

AUDITOR:

Annie Fitzsimmons
Hiratsuka & Associates
4251 Kipling Street, Suite 410
Wheat Ridge, CO 80033
970-778-2518
annief@cpa-hs.com

EXHIBIT B
2023 BID Budget

**CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT
SUMMARY
2023 BUDGET AS PROPOSED
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

9/12/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	PROPOSED 2023
BEGINNING FUND BALANCES	\$ 3,908,929	\$ 2,135,555	\$ 3,270,155	\$ 3,270,155	\$ 2,252,479
REVENUES					
1 Property taxes	32,143	122,422	122,422	122,422	457,190
2 Specific ownership taxes	2,214	9,790	7,345	7,690	27,431
3 Developer advance	-	45,000	-	-	-
4 Net investment income	3,574	-	-	-	-
5 Other income	-	3,000	-	-	-
6 Transfer from Sable	153,142	68,210	-	-	-
7 Interest Income	-	-	15,765	23,648	24,000
Total revenues	<u>191,073</u>	<u>248,422</u>	<u>145,532</u>	<u>153,760</u>	<u>508,621</u>
Total funds available	<u>4,100,002</u>	<u>2,383,977</u>	<u>3,415,687</u>	<u>3,423,915</u>	<u>2,761,100</u>
EXPENDITURES					
8 General and administration					
9 Accounting	12,280	15,000	12,471	15,000	20,000
10 ARI	519	-	-	-	-
11 Audit	-	-	7,000	7,000	8,000
12 Contingency	-	10,741	-	-	-
13 County Treasurer's fees	92	517	1,836	1,836	6,858
14 District management	404	15,000	3,347	15,000	17,250
15 Dues and membership	290	500	-	500	500
16 Election	-	2,500	-	2,500	2,500
17 Insurance	-	3,000	-	3,000	3,000
18 Legal	25,323	15,000	12,482	15,000	22,500
19 Debt service					
20 Bond interest Series 2020A	630,943	675,000	310,300	620,600	620,600
21 Contingency	-	7,681	-	-	-
22 County Treasurer's fees	417	1,319	-	-	4,870
23 Paying agent fees	-	7,000	7,000	7,000	9,000
24 Capital projects					
25 Capital Outlay	101,371	-	403,070	405,000	410,000
26 Engineering	-	-	8,327	10,000	12,000
27 Landscaping	-	-	57,595	60,000	70,000
28 Permits	18,240	-	-	-	-
29 Planning and Engineering	39,229	-	-	9,000	10,000
30 Property Management	-	-	8,825	-	-
31 Street Lights	739	-	-	-	-
Total expenditures	<u>829,847</u>	<u>753,258</u>	<u>832,253</u>	<u>1,171,436</u>	<u>1,217,078</u>
Total expenditures and transfers out requiring appropriation	<u>829,847</u>	<u>753,258</u>	<u>832,253</u>	<u>1,171,436</u>	<u>1,217,078</u>
ENDING FUND BALANCES	<u>\$ 3,270,155</u>	<u>\$ 1,630,719</u>	<u>\$ 2,583,434</u>	<u>\$ 2,252,479</u>	<u>\$ 1,544,022</u>
EMERGENCY RESERVE	\$ 2,400	\$ 1,200	\$ 1,100	\$ -	\$ -
Capitalized interest	-	-	926,951	616,651	-
Senior Reserve Fund	-	-	853,220	853,220	-
TOTAL RESERVE	<u>\$ 2,400</u>	<u>\$ 1,200</u>	<u>\$ 1,781,271</u>	<u>\$ 1,469,871</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's
compilation report and summary of significant assumptions.

**CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT
PROPERTY TAX SUMMARY INFORMATION
For the Years Ended and Ending December 31,**

9/12/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	PROPOSED 2023
ASSESSED VALUATION - ARAPAHOE					
Commercial	\$ -	\$ -	\$ -	\$ -	\$ 932,574
Vacant Land	526,788	1,724,263	1,724,263	1,724,263	5,462,288
Other	-	-	-	-	44,449
Certified Assessed Value	<u>\$ 526,788</u>	<u>\$ 1,724,263</u>	<u>\$ 1,724,263</u>	<u>\$ 1,724,263</u>	<u>\$ 6,439,311</u>
MILL LEVY					
GENERAL FUND	10.000	20.000	20.000	20.000	20.000
DEBT SERVICE FUND	51.000	51.000	51.000	51.000	50.000
ARI	-	-	-	-	1.000
Total Mill Levy	<u>61.000</u>	<u>71.000</u>	<u>71.000</u>	<u>71.000</u>	<u>71.000</u>
PROPERTY TAXES					
GENERAL FUND	\$ 5,268	\$ 34,485	\$ 34,485	\$ 34,485	\$ 128,786
DEBT SERVICE FUND	26,866	87,937	87,937	87,937	321,966
ARI	-	-	-	-	6,439
Levied property taxes	32,134	122,422	122,422	122,422	457,191
Adjustments to actual/rounding	9	-	-	-	-
Budgeted Property Taxes	<u>\$ 32,143</u>	<u>\$ 122,422</u>	<u>\$ 122,422</u>	<u>\$ 122,422</u>	<u>\$ 457,191</u>
BUDGETED PROPERTY TAXES					
GENERAL FUND	\$ 5,804	\$ 34,485	\$ 34,485	\$ 34,485	\$ 128,786
DEBT SERVICE FUND	26,339	87,937	87,937	87,937	321,965
ARI	-	-	-	-	6,439
	<u>\$ 32,143</u>	<u>\$ 122,422</u>	<u>\$ 122,422</u>	<u>\$ 122,422</u>	<u>\$ 457,190</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT
GENERAL FUND
2023 BUDGET AS PROPOSED
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

9/12/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	PROPOSED 2023
BEGINNING FUND BALANCES	\$ 29,962	\$ 11,438	\$ 68,504	\$ 68,504	\$ 46,886
REVENUES					
1 Property taxes	5,804	34,485	34,485	34,485	128,786
2 Specific ownership taxes	399	2,760	2,069	2,414	7,728
3 Developer advance	-	45,000	-	-	-
4 Net investment income	321	-	-	-	-
5 Transfer from Sable	70,926	-	-	-	-
Total revenues	<u>77,450</u>	<u>82,245</u>	<u>36,554</u>	<u>36,899</u>	<u>136,514</u>
Total funds available	<u>107,412</u>	<u>93,683</u>	<u>105,058</u>	<u>105,403</u>	<u>183,400</u>
EXPENDITURES					
General and administration					
6 Accounting	12,280	15,000	12,471	15,000	20,000
7 ARI	519	-	-	-	-
8 Audit	-	-	7,000	7,000	8,000
9 Contingency	-	10,741	-	-	-
10 County Treasurer's fees	92	517	517	517	1,932
11 District management	404	15,000	3,347	15,000	17,250
12 Dues and membership	290	500	-	500	500
13 Election	-	2,500	-	2,500	2,500
14 Insurance	-	3,000	-	3,000	3,000
15 Legal	25,323	15,000	12,482	15,000	22,500
Total expenditures	<u>38,908</u>	<u>62,258</u>	<u>35,817</u>	<u>58,517</u>	<u>75,682</u>
Total expenditures and transfers out requiring appropriation	<u>38,908</u>	<u>62,258</u>	<u>35,817</u>	<u>58,517</u>	<u>75,682</u>
ENDING FUND BALANCES	<u>\$ 68,504</u>	<u>\$ 31,425</u>	<u>\$ 69,241</u>	<u>\$ 46,886</u>	<u>\$ 107,718</u>
EMERGENCY RESERVE	<u>\$ 2,400</u>	<u>\$ 1,200</u>	<u>\$ 1,100</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL RESERVE	<u>\$ 2,400</u>	<u>\$ 1,200</u>	<u>\$ 1,100</u>	<u>\$ -</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT
DEBT SERVICE FUND
2023 BUDGET AS PROPOSED
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

9/12/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	PROPOSED 2023
BEGINNING FUND BALANCES	\$ 2,710,593	\$ 2,124,117	\$ 2,192,305	\$ 2,192,305	\$ 1,672,880
REVENUES					
1 Property taxes	26,339	87,937	87,937	87,937	321,965
2 Specific ownership taxes	1,815	7,030	5,276	5,276	19,317
3 Net investment income	2,702	-	-	-	-
4 Other income	-	3,000	-	-	-
5 Transfer from Sable	82,216	68,210	-	-	-
6 Interest Income	-	-	10,854	16,281	16,000
Total revenues	113,072	166,177	104,067	109,494	357,282
Total funds available	2,823,665	2,290,294	2,296,372	2,301,799	2,030,162
EXPENDITURES					
General and administration					
7 County Treasurer's fees	-	-	1,319	1,319	4,829
Debt service					
8 Bond interest Series 2020A	630,943	675,000	310,300	620,600	620,600
9 Contingency	-	7,681	-	-	-
10 County Treasurer's fees	417	1,319	-	-	4,870
11 Paying agent fees	-	7,000	7,000	7,000	9,000
Total expenditures	631,360	691,000	318,619	628,919	639,299
Total expenditures and transfers out requiring appropriation	631,360	691,000	318,619	628,919	639,299
ENDING FUND BALANCES	\$ 2,192,305	\$ 1,599,294	\$ 1,977,753	\$ 1,672,880	\$ 1,390,863
Capitalized interest	\$ -	\$ -	\$ 926,951	\$ 616,651	\$ -
Senior Reserve Fund	-	-	853,220	853,220	-
TOTAL RESERVE	\$ -	\$ -	\$ 1,780,171	\$ 1,469,871	\$ -

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT
ARI
2023 BUDGET AS PROPOSED
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,

9/12/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	PROPOSED 2023
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
1 Property taxes	-	-	-	-	6,439
2 Specific ownership taxes	-	-	-	-	386
Total revenues	-	-	-	-	6,825
Total funds available	-	-	-	-	6,825
EXPENDITURES					
General and administration					
3 County Treasurer's fees	-	-	-	-	97
Total expenditures	-	-	-	-	97
Total expenditures and transfers out requiring appropriation	-	-	-	-	97
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ 6,729

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT
CAPITAL PROJECTS FUND
2023 BUDGET AS PROPOSED
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

9/12/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 8/31/2022	ESTIMATED 2022	PROPOSED 2023
BEGINNING FUND BALANCES	\$ 1,168,374	\$ -	\$ 1,009,346	\$ 1,009,346	\$ 532,713
REVENUES					
1 Net investment income	551	-	-	-	-
2 Interest Income	-	-	4,911	7,367	8,000
Total revenues	551	-	4,911	7,367	8,000
Total funds available	1,168,925	-	1,014,257	1,016,713	540,713
EXPENDITURES					
Capital projects					
3 Capital Outlay	101,371	-	403,070	405,000	410,000
4 Engineering	-	-	8,327	10,000	12,000
5 Landscaping	-	-	57,595	60,000	70,000
6 Permits	18,240	-	-	-	-
7 Planning and Engineering	39,229	-	-	9,000	10,000
8 Property Management	-	-	8,825	-	-
9 Street Lights	739	-	-	-	-
Total expenditures	159,579	-	477,817	484,000	502,000
Total expenditures and transfers out requiring appropriation	159,579	-	477,817	484,000	502,000
ENDING FUND BALANCES	\$ 1,009,346	\$ -	\$ 536,440	\$ 532,713	\$ 38,713

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

EXHIBIT C

District Legal Description and Map

LOT 1, BLOCK 1, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOT 1, BLOCK 2, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOT 3, BLOCK 2, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOT 1, BLOCK 7, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOT 2, BLOCK 7, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOTS 1 – 4, BLOCK 8, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOT 1, BLOCK 4, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

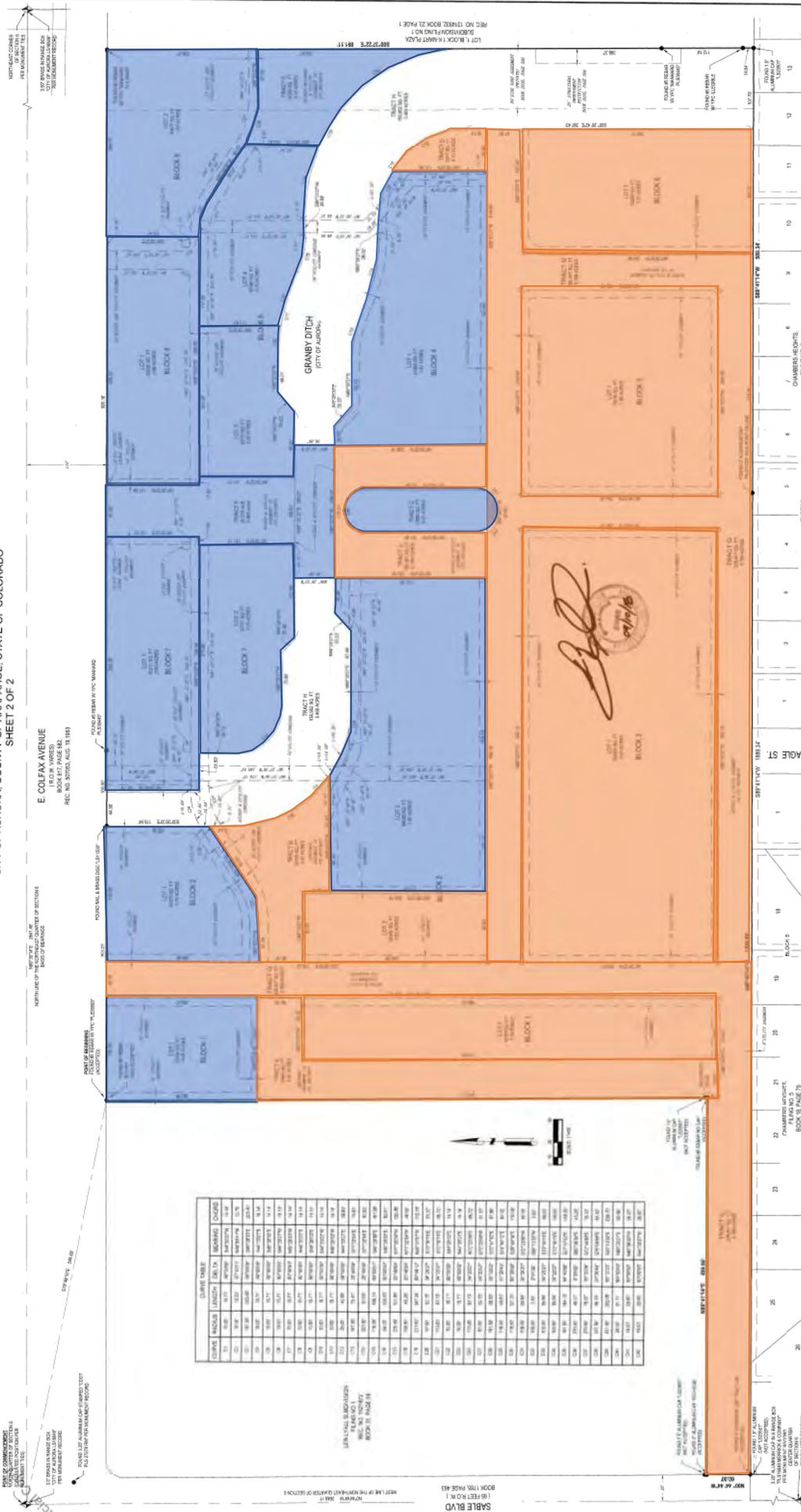
TRACTS C, E, F, CITADEL ON COLFAX SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

Business Improvement District
Metropolitan District

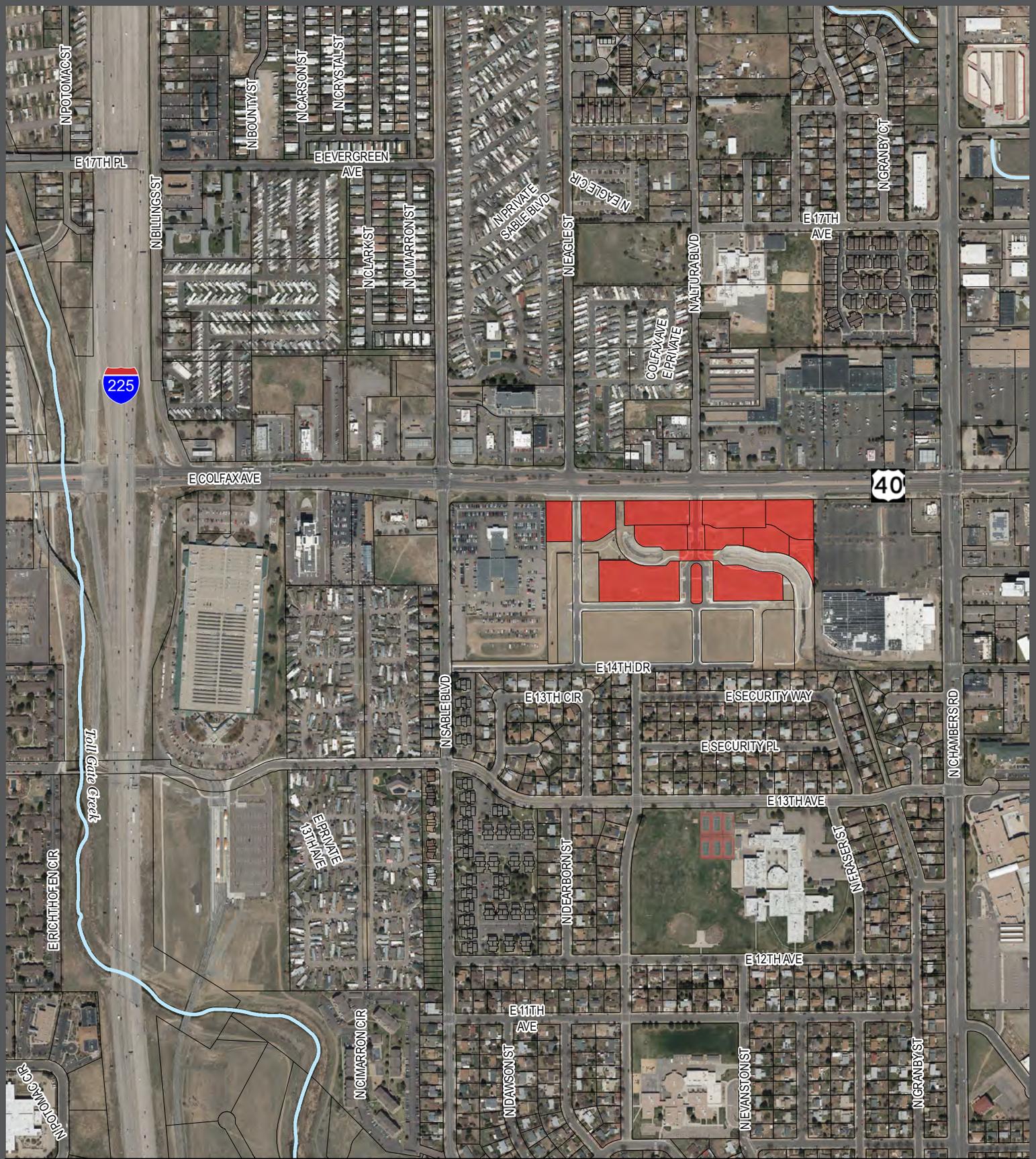
CITADEL ON COLFAX SUBDIVISION FILING NO. 1
 A RESUBDIVISION OF TRACT A, MONTEREY POINTE SUBDIVISION FILING NO. 1 AND LOT 1, BLOCK 1, MONTEREY POINTE SUBDIVISION FILING NO. 2 AND
 LOT 1, BLOCK 1, MONTEREY POINTE SUBDIVISION FILING NO. 3
 SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
 SHEET 2 OF 2

LEGEND

- ALLOTMENTARY (AS NOTED)
- PLANNED UNIT DEVELOPMENT (AS NOTED)
- PROPERTY LINE
- LOT LINE
- EAIRMENT LINE



OWNER	PARCEL NUMBER	AREA (SQ. FT.)	REMARKS	OWNER
1	101	10,000	...	...
2	102	10,000	...	...
3	103	10,000	...	...
4	104	10,000	...	...
5	105	10,000	...	...
6	106	10,000	...	...
7	107	10,000	...	...
8	108	10,000	...	...
9	109	10,000	...	...
10	110	10,000	...	...
11	111	10,000	...	...
12	112	10,000	...	...
13	113	10,000	...	...
14	114	10,000	...	...
15	115	10,000	...	...
16	116	10,000	...	...
17	117	10,000	...	...
18	118	10,000	...	...
19	119	10,000	...	...
20	120	10,000	...	...
21	121	10,000	...	...
22	122	10,000	...	...
23	123	10,000	...	...
24	124	10,000	...	...
25	125	10,000	...	...
26	126	10,000	...	...
27	127	10,000	...	...
28	128	10,000	...	...
29	129	10,000	...	...
30	130	10,000	...	...



Planning & Development Services

15151 E. Alameda Pkwy
 Aurora CO 80012 USA
www.auroragov.org
 303-739-7250
GIS@auroragov.org

City of Aurora, Colorado

Citadel on Colfax
 Business Improvement District

September 21, 2022



Aurora is Worth Discovering!



Legend

-  Water Lines
-  Parcels
-  Citadel on Colfax BID

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Painted Prairie No. 1 BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting - Finance
Staff Source/Legal Source: Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time:

Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Painted Prairie Business Improvement District No. 1 (BID) in 2017 (Ord. No. 2017-36). The BID is located in the southeast corner of E 64th Avenue and N Himalaya Road. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Painted Prairie Business Improvement District No. 1 2023 operating plan and budget. The operating plan anticipates mainly developer advances for its \$30,000 revenue and expected expenditures. The Painted Prairie No. 1 BID does not anticipate any major public improvements for 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Painted Prairie Business Improvement District No. 1 to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain:

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Painted Prairie Business Improvement District No. 1. Funding is projected at \$30,000 primarily from developer advances.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2017-37 organizing the Painted Prairie Business Improvement District Number One (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District Number One are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *gk*
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

2023 OPERATING PLAN AND BUDGET

(City of Aurora, Adams County, Colorado)

Submitted: September 9, 2022

Prepared by:



2154 E. Commons Ave., Suite 2000
Denver, CO 80122

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EXHIBIT LIST

- EXHIBIT A** District Legal Description and Map
- EXHIBIT B** Budget and Financial Statements
- EXHIBIT C** District Contact Information

I. PURPOSE AND SCOPE OF DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically § 31-25-1211, C.R.S., requires that the Painted Prairie Business Improvement District Number One (the “**District**”) file an operating plan and budget with the City of Aurora City Clerk no later than September 30 of each year.

1. Under the statute, the City of Aurora (the “**City**”) is to approve the operating plan and budget within thirty (30) days of submittal of all required information.

2. The District will operate under the authorities and powers allowed under §§ 31-25-1201, *et seq.*, C.R.S., as amended (the “**Business Improvement District Act**”), as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the Business Improvement District Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of bonds to be issued by the District; and (5) such other information as the City may require.

C. Purposes. As may be further articulated in succeeding year’s operating plans, the ongoing and contemplated purposes of the District include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all the services and public improvements allowed under Colorado law for business improvement districts.

II. COMPOSITION OF THE DISTRICT’S CURRENT BOARD OF DIRECTORS

A. Current Board of Directors. The composition of the District’s current board of directors (“**Board of Directors**”) is:

1. Christopher H. Fellows
2. Timothy P. O’Connor
3. Dustin M. Anderson
4. Vacant
5. Vacant

Vacancies on the Board are to be filled by appointment by resolution of the City Council to serve until the next regular election. The Board of Directors of the District plans on adopting a resolution requesting the City appoint directors to fill the vacancies at the District’s next meeting.

B. Term Limits. Ballot Question W of the November 7, 2017 election eliminated term limits.

C. Director Compensation. The Board of Directors shall receive compensation up to \$100 per meeting attended for their services as directors.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The current District boundaries are 0.540 acres as depicted in **Exhibit A**. In subsequent years, the District anticipates inclusion requests for additional property as additional property owners participate in the District.

IV. SERVICES, ACTIVITIES, PROJECTS AND PUBLIC IMPROVEMENTS

The District will primarily be concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances where the District will provide public improvements and services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these public improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial public improvements and services shall be as limited by state law. The public improvements that the District anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities and associated land acquisition and remediation (collectively, the “**Public Improvements**”). The costs of such Public Improvements includes the costs of design, acquisition, construction and financing.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution. The District may provide for ownership, operation, and maintenance of Public Improvements and District facilities as activities of the District itself or by contract with other units of government or the private sector.

The property owners of the District request that the City designate the territory within the District as a location for new business or commercial development pursuant to § 31-25-1203(10), C.R.S.

A. Current Year (2022) Services, Activities, Projects and Public Improvements.

As the development within the District is still in the planning stages, the District only undertook administrative functions during 2022.

B. Future Year (2023) Services, Activities, Projects and Public Improvements.

During 2023, the District intends to continue to evaluate and plan the services, activities and Public Improvements to be provided by the District.

V. SOURCES OF REVENUE

A. Current Year (2022) Sources of Revenue. The primary source of revenue for the District in 2022 was developer advances. The District imposed a 10.000 mill levy on all property within the District for collection in 2022, all of which was dedicated to the General Fund.

B. Future Year (2023) Sources of Revenue. The primary source of revenue for the District in 2023 will be developer advances. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee.

VI. PROPERTY TAX AND MILL LEVY

A. Mill Levy Caps. The maximum debt mill levy shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be 50 mills as may be adjusted for changes in the method of calculating assessed valuation so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

B. Current Year (2022) Mill Levy. The District imposed a 10.000 mill levy on all property within the District for collection in 2021, all of which was dedicated to the General Fund.

C. Future Year (2023) Mill Levy. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund.

VII. AUTHORIZED INDEBTEDNESS AND EXISTING DEBT OBLIGATIONS

A. Maximum Debt Authorization. The District held an organizational election on November 7, 2017 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution (“TABOR”). The initial maximum debt authorization for the District shall be \$100,000,000.

B. Current Year (2022) Debt Outstanding. The District has no outstanding debt obligations.

C. Future Year (2023) Debt Outstanding. The District does not anticipate issuing debt in 2023.

VIII. BUDGET AND FINANCIAL STATEMENTS

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **Exhibit B**.

B. 2022 Budget. The District’s 2022 Budget is attached as **Exhibit B**.

C. 2021 and 2022 Financial Statements. The District’s December 31, 2021 financial statements and June 30, 2022 financial statements are attached as **Exhibit B**. The District was exempt from audit during 2021.

IX. DISTRICT CONTACT INFORMATION

A. Contact Information. Contact information for the District’s accountant and District’s representative where follow-up inquires and questions should be directed is set forth on **Exhibit C**.

X. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the District no longer has such obligations, the District may seek to dissolve pursuant to § 31-25-1225, C.R.S.

XI. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the City. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
DISTRICT LEGAL DESCRIPTION AND MAP

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

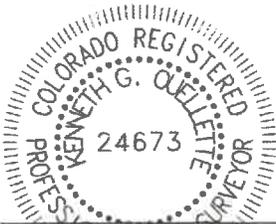
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

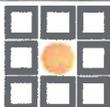
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 91.74 FEET;
THENCE N86°11'09"W A DISTANCE OF 170.48 FEET;
THENCE N00°29'13"W A DISTANCE OF 198.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.540 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A

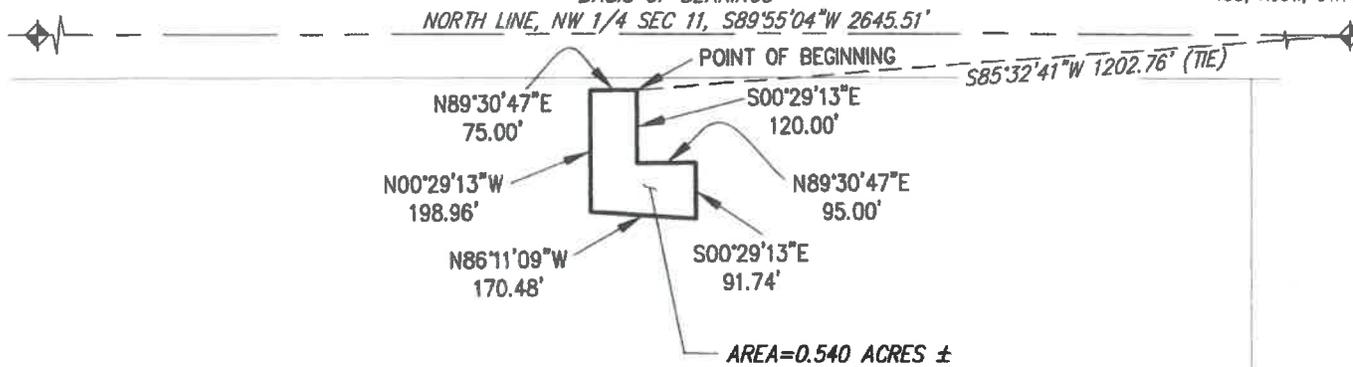
NW COR SEC 11
T3S, R66W, 6TH P.M.

E. 64TH AVENUE

(PUBLIC ROW VARIES)

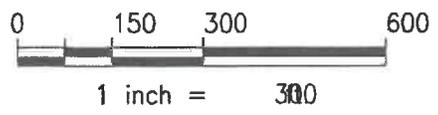
POINT OF COMMENCEMENT
N 1/4 CORNER SEC 11
T3S, R66W, 6TH P.M.

BASIS OF BEARINGS
NORTH LINE, NW 1/4 SEC 11, S89°55'04"W 2645.51'



N. LISBON STREET
(PUBLIC ROW VARIES)

NW 1/4
SEC 11
T3S, R66W
6TH P.M.



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

<p>5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741</p>	<p>BID 1</p>	<p>DATE: 9/7/21</p>

EXHIBIT B
BUDGETS AND FINANCIAL STATEMENTS

Painted Prairie Business Improvement District #1
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>06/30/22</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ 809	\$ -	\$ 5,657	\$ 5,657	\$ 1,301
Revenues:					
Property taxes	-	229	229	229	-
Specific ownership taxes	-	18	-	18	-
Developer advances	<u>21,086</u>	<u>29,756</u>	<u>9,499</u>	<u>18,000</u>	<u>28,699</u>
Total revenues	<u>21,086</u>	<u>30,003</u>	<u>9,728</u>	<u>18,247</u>	<u>28,699</u>
Total funds available	<u>21,895</u>	<u>30,003</u>	<u>15,385</u>	<u>23,904</u>	<u>30,000</u>
Expenditures:					
Accounting / audit	3,383	5,000	1,629	3,500	5,000
Engineering	-	5,000	-	-	5,000
Election	-	-	1,000	1,000	-
Insurance/SDA dues	2,101	2,500	2,555	2,900	2,500
Legal	10,660	15,000	6,318	15,000	15,000
Management	-	-	-	-	-
Miscellaneous	94	1,000	52	200	1,000
Treasurer fees	-	3	3	3	-
Repay developer advances	-	-	-	-	-
Contingency	-	645	-	-	645
Emergency reserve (3%)	-	<u>855</u>	-	-	<u>855</u>
Total expenditures	<u>16,238</u>	<u>30,003</u>	<u>11,557</u>	<u>22,603</u>	<u>30,000</u>
Ending fund balance	<u>\$ 5,657</u>	<u>\$ -</u>	<u>\$ 3,828</u>	<u>\$ 1,301</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 22,870</u>			<u>\$ -</u>
Mill Levy		<u>10.000</u>			<u>10.000</u>

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT #1
2022
BUDGET MESSAGE

Attached please find a copy of the adopted 2022 budget for the Painted Prairie Business Improvement District #1.

The Painted Prairie Business Improvement District #1 has adopted a budget for one fund, a General Fund to provide for general operating expenditures.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications, and public hearing.

The primary source of revenue for the district in 2022 will be developer advances. The district intends to impose 10.000 mill levy on all property within the district for 2022, all of which will be dedicated to the General Fund.

Painted Prairie Business Improvement District #1
Adopted Budget
General Fund
For the Year ended December 31, 2022

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>06/30/21</u>	Estimate <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	4	-	-	229
Specific ownership taxes	-	-	-	-	18
Developer advances	<u>41,165</u>	<u>29,996</u>	<u>6,121</u>	<u>20,722</u>	<u>29,756</u>
Total revenues	<u>46,958</u>	<u>30,000</u>	<u>6,121</u>	<u>20,722</u>	<u>30,003</u>
Total funds available	<u>46,958</u>	<u>30,000</u>	<u>6,121</u>	<u>20,722</u>	<u>30,003</u>
Expenditures:					
Accounting / audit	11,873	5,000	1,711	3,500	5,000
Engineering	-	5,000	-	-	5,000
Insurance/SDA dues	3,039	2,500	2,022	2,022	2,500
Legal	23,900	15,000	2,388	15,000	15,000
Miscellaneous	210	1,000	-	200	1,000
Treasurer fees	-	-	-	-	3
Contingency	-	645	-	-	645
Emergency reserve (3%)	<u>-</u>	<u>855</u>	<u>-</u>	<u>-</u>	<u>855</u>
Total expenditures	<u>39,022</u>	<u>30,000</u>	<u>6,121</u>	<u>20,722</u>	<u>30,003</u>
Ending fund balance	<u>\$ 7,936</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 420</u>			<u>\$ 22,870</u>
Mill Levy		<u>10.000</u>			<u>10.000</u>

Painted Prairie Business Improvement Districts #1 & #2
Financial Statements

December 31, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Painted Prairie Business Improvement Districts #1 & #2

Management is responsible for the accompanying financial statements of each major fund of Painted Prairie Business Improvement Districts #1 & #2, as of and for the period ended December 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Painted Prairie Business Improvement Districts #1 & #2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

March 30, 2022
Englewood, Colorado

Painted Prairie Business Improvement District #1
Balance Sheet - Governmental Funds and Account Groups
December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ 2,099	\$ -	\$ 2,099
Prepaid Expenses	<u>4,586</u>	<u>-</u>	<u>4,586</u>
	<u>6,685</u>	<u>-</u>	<u>6,685</u>
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	<u>-</u>	<u>78,292</u>	<u>78,292</u>
	<u>-</u>	<u>78,292</u>	<u>78,292</u>
	<u>\$ 6,685</u>	<u>\$ 78,292</u>	<u>\$ 84,977</u>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ 1,028	\$ -	\$ 1,028
Due to/from accounts	<u>-</u>	<u>-</u>	<u>-</u>
	<u>1,028</u>	<u>-</u>	<u>1,028</u>
Note Payable - Developer	-	69,358	69,358
Note Payable - Developer interest	<u>-</u>	<u>8,934</u>	<u>8,934</u>
Total liabilities	<u>1,028</u>	<u>78,292</u>	<u>79,320</u>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	<u>5,657</u>	<u>-</u>	<u>5,657</u>
	<u>5,657</u>	<u>-</u>	<u>5,657</u>
	<u>\$ 6,685</u>	<u>\$ 78,292</u>	<u>\$ 84,977</u>

Painted Prairie Business Improvement District #1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 4	\$ -	\$ (4)
Specific ownership taxes	-	-	-
Developer advance	29,996	21,086	(8,910)
Interest income	-	-	-
	<u>30,000</u>	<u>21,086</u>	<u>(8,914)</u>
Expenditures			
Accounting/Audit	5,000	3,383	1,617
Engineering	5,000	-	5,000
Insurance	2,500	2,101	399
Legal	15,000	10,660	4,340
Management	-	-	-
Miscellaneous	1,000	94	906
Treasurer's Fees	-	-	-
Contingency	645	-	645
Emergency Reserve	855	-	855
	<u>30,000</u>	<u>16,238</u>	<u>13,762</u>
Excess (deficiency) of revenues over expenditures	-	4,848	4,848
Fund balance - beginning	<u>-</u>	<u>809</u>	<u>809</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>5,657</u></u>	\$ <u><u>5,657</u></u>

Painted Prairie Business Improvement District #2
 Balance Sheet - Governmental Funds and Account Groups
 December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Transfer from D1	\$ -	\$ -	\$ -
Taxes Receivable	-	-	-
Accounts receivable - developer	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ -
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
Due to/from accounts	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	<hr/>	<hr/>	<hr/>
Total liabilities	-	-	-
	<hr/>	<hr/>	<hr/>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ -
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

Painted Prairie Business Improvement District #2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ -	\$ -	\$ -
Specific ownership taxes	-	-	-
Developer advance	25,000	2,091	(22,909)
Interest income	-	-	-
	<u>25,000</u>	<u>2,091</u>	<u>(22,909)</u>
Expenditures			
Accounting/Audit	2,500	-	2,500
Engineering	2,500	-	2,500
Insurance	2,500	2,091	409
Legal	10,000	-	10,000
Management	1,500	-	1,500
Miscellaneous	2,000	-	2,000
Treasurer's Fees	-	-	-
Contingency	3,370	-	3,370
Emergency Reserve	630	-	630
	<u>25,000</u>	<u>2,091</u>	<u>22,909</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

Painted Prairie Business Improvement Districts No. 1
Financial Statements

June 30, 2022

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Painted Prairie Business Improvement Districts No. 1

Management is responsible for the accompanying financial statements of each major fund of Painted Prairie Business Improvement Districts No. 1, as of and for the period ended June 30, 2022, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Painted Prairie Business Improvement Districts No. 1 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

August 31, 2022
Englewood, Colorado

Painted Prairie Business Improvement District No. 1
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ 2,046	\$ -	\$ 2,046
Taxes Receivable	226	-	226
Accounts receivable - District 2	2,555	-	2,555
Prepaid Expenses	<u>-</u>	<u>-</u>	<u>-</u>
	<u>4,827</u>	<u>-</u>	<u>4,827</u>
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	<u>-</u>	<u>78,292</u>	<u>78,292</u>
	<u>-</u>	<u>78,292</u>	<u>78,292</u>
	<u>\$ 4,828</u>	<u>\$ 78,292</u>	<u>\$ 83,120</u>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ 1,001	\$ -	\$ 1,001
Due to/from accounts	<u>-</u>	<u>-</u>	<u>-</u>
	<u>1,001</u>	<u>-</u>	<u>1,001</u>
Note Payable - Developer	-	69,358	69,358
Note Payable - Developer interest	<u>-</u>	<u>8,934</u>	<u>8,934</u>
Total liabilities	<u>1,001</u>	<u>78,292</u>	<u>79,293</u>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	<u>3,827</u>	<u>-</u>	<u>3,827</u>
	<u>3,827</u>	<u>-</u>	<u>3,827</u>
	<u>\$ 4,828</u>	<u>\$ 78,292</u>	<u>\$ 83,120</u>

Painted Prairie Business Improvement District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 229	\$ 229	\$ -
Specific ownership taxes	18	-	(18)
Developer advance	29,756	9,499	(20,257)
Interest income	-	-	-
	<u>30,003</u>	<u>9,728</u>	<u>(20,275)</u>
Expenditures			
Accounting/Audit	5,000	1,629	3,371
Engineering	5,000	-	5,000
Insurance	2,500	2,555	(55)
Legal	15,000	6,318	8,682
Election	-	1,000	(1,000)
Management	-	-	-
Miscellaneous	1,000	53	947
Treasurer's Fees	3	3	-
Contingency	645	-	645
Emergency Reserve	855	-	855
	<u>30,003</u>	<u>11,558</u>	<u>18,445</u>
Excess (deficiency) of revenues over expenditures	-	(1,830)	(1,830)
Fund balance - beginning	<u>-</u>	<u>5,657</u>	<u>5,657</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>3,827</u></u>	\$ <u><u>3,827</u></u>

EXHIBIT C

DISTRICT CONTACT INFORMATION

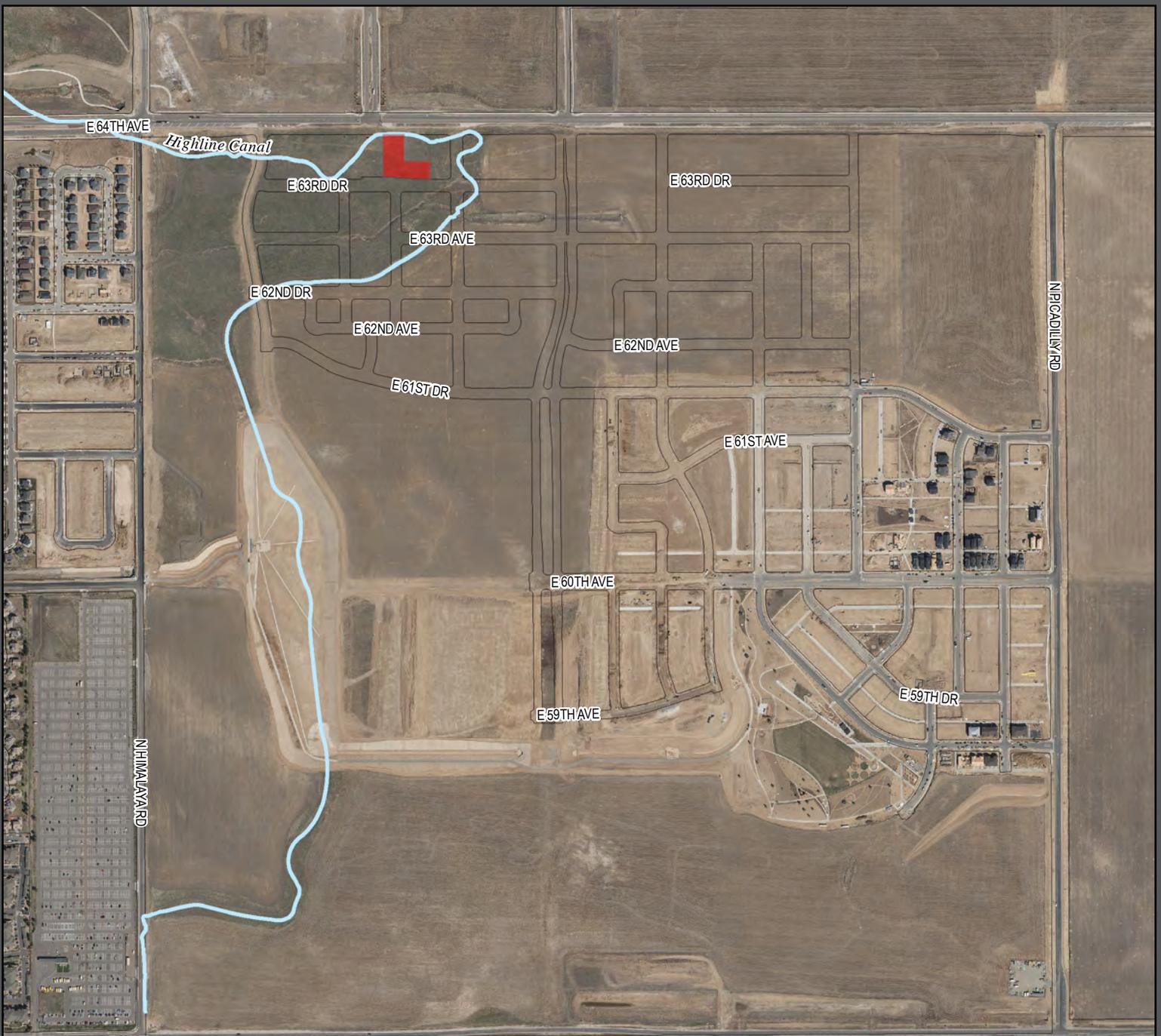
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District Accountant:

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 303-739-7250
GIS@auroragov.org

City of Aurora, Colorado
 Painted Prairie Business Improvement District #1

September 20, 2022

Aurora is Worth Discovering!

Feet 0 425 850

645

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Painted Prairie No. 2 BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting - Finance
Staff Source/Legal Source: Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time: 5/5

Carol Toth, Manager of Accounting / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Painted Prairie Business Improvement District No. 2 (BID) in 2017 (Ord. No. 2017-37). The BID is located generally south of E 64th Avenue and west of N Picadilly Road. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Painted Prairie Business Improvement District No. 2 2023 operating plan and budget. The operating plan anticipates developer advances for its \$25,000 revenue and expected expenditures. The Painted Prairie No. 2 BID does not anticipate any major public improvements for 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Painted Prairie Business Improvement District No. 2 to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Painted Prairie Business Improvement District No. 2. Funding is projected at \$25,000 from developer advances.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2017-37 organizing the Painted Prairie Business Improvement District Number Two (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District Number Two are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:


HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

2023 OPERATING PLAN AND BUDGET

(City of Aurora, Adams County, Colorado)

Submitted: September 9, 2022

Prepared by:



2154 E. Commons Ave., Suite 2000
Denver, CO 80122

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EXHIBIT LIST

- EXHIBIT A** District Legal Description and Map
- EXHIBIT B** Budget and Financial Statements
- EXHIBIT C** District Contact Information

I. PURPOSE AND SCOPE OF DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically § 31-25-1211, C.R.S., requires that the Painted Prairie Business Improvement District Number Two (the “**District**”) file an operating plan and budget with the City of Aurora City Clerk no later than September 30 of each year.

1. Under the statute, the City of Aurora (the “**City**”) is to approve the operating plan and budget within thirty (30) days of submittal of all required information.

2. The District will operate under the authorities and powers allowed under §§ 31-25-1201, *et seq.*, C.R.S., as amended (the “**Business Improvement District Act**”), as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the Business Improvement District Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of bonds to be issued by the District; and (5) such other information as the City may require.

C. Purposes. As may be further articulated in succeeding year’s operating plans, the ongoing and contemplated purposes of the District include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all the services and public improvements allowed under Colorado law for business improvement districts.

II. COMPOSITION OF THE DISTRICT’S CURRENT BOARD OF DIRECTORS

A. Current Board of Directors. The composition of the District’s current board of directors (“**Board of Directors**”) is:

1. Christopher H. Fellows
2. Timothy P. O’Connor
3. Dustin M. Anderson
4. Vacant
5. Vacant

Vacancies on the Board are to be filled by appointment by resolution of the City Council to serve until the next regular election. The Board of Directors of the District plans on adopting a resolution requesting the City appoint directors to fill the vacancies at the District’s next meeting.

B. Term Limits. Ballot Question W of the November 7, 2017 election eliminated term limits.

C. Director Compensation. The Board of Directors shall receive compensation up to \$100 per meeting attended for their services as directors.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The current District boundaries are 0.515 acres as depicted in **Exhibit A**. In subsequent years, the District anticipates inclusion requests for additional property as additional property owners participate in the District.

IV. SERVICES, ACTIVITIES, PROJECTS AND PUBLIC IMPROVEMENTS

The District will primarily be concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances where the District will provide public improvements and services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these public improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial public improvements and services shall be as limited by state law. The public improvements that the District anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities and associated land acquisition and remediation (collectively, the “**Public Improvements**”). The costs of such Public Improvements includes the costs of design, acquisition, construction and financing.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution. The District may provide for ownership, operation, and maintenance of Public Improvements and District facilities as activities of the District itself or by contract with other units of government or the private sector.

The property owners of the District request that the City designate the territory within the District as a location for new business or commercial development pursuant to § 31-25-1203(10), C.R.S.

A. **Current Year (2022) Services, Activities, Projects and Public Improvements.**

As the development within the District is still in the planning stages, the District only undertook administrative functions during 2022.

B. **Future Year (2023) Services, Activities, Projects and Public Improvements.**

During 2023, the District intends to continue to evaluate and plan the services, activities and Public Improvements to be provided by the District.

V. SOURCES OF REVENUE

A. **Current Year (2022) Sources of Revenue.** The primary source of revenue for the District in 2021 was developer advances. The District imposed a 10.000 mill levy on all property within the District for collection in 2022, all of which was dedicated to the General Fund.

B. Future Year (2023) Sources of Revenue. The primary source of revenue for the District in 2023 will be developer advances. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee.

VI. PROPERTY TAX AND MILL LEVY

A. Mill Levy Caps. The maximum debt mill levy shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be 50 mills as may be adjusted for changes in the method of calculating assessed valuation so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

B. Current Year (2022) Mill Levy. The District imposed a 10.000 mill levy on all property within the District for collection in 2022, all of which was dedicated to the General Fund.

C. Future Year (2023) Mill Levy. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund.

VII. AUTHORIZED INDEBTEDNESS AND EXISTING DEBT OBLIGATIONS

A. Maximum Debt Authorization. The District held an organizational election on November 7, 2017 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution (“**TABOR**”). The initial maximum debt authorization for the District shall be \$100,000,000.

B. Current Year (2022) Debt Outstanding. The District has no outstanding debt obligations.

C. Future Year (2023) Debt Outstanding. The District does not anticipate issuing debt in 2023.

VIII. BUDGET AND FINANCIAL STATEMENTS

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **Exhibit B**.

B. 2022 Budget. The District’s 2022 Budget is attached as **Exhibit B**.

C. 2021 and 2022 Financial Statements. The District’s December 31, 2021 financial statements and June 30, 2022 financial statements are attached as **Exhibit B**. The District was exempt from audit during 2021.

IX. DISTRICT CONTACT INFORMATION

A. Contact Information. Contact information for the District’s accountant and District’s representative where follow-up inquires and questions should be directed is set forth on **Exhibit C**.

X. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the District no longer has such obligations, the District may seek to dissolve pursuant to § 31-25-1225, C.R.S.

XI. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the City. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
DISTRICT LEGAL DESCRIPTION AND MAP

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

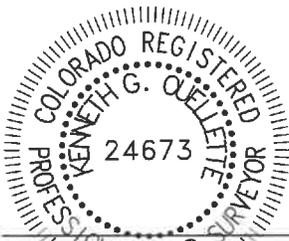
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

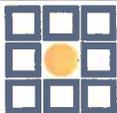
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S86°04'32"W A DISTANCE OF 1371.35 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 198.96 FEET;
THENCE S89°30'47"W A DISTANCE OF 170.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 78.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.515 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 22, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

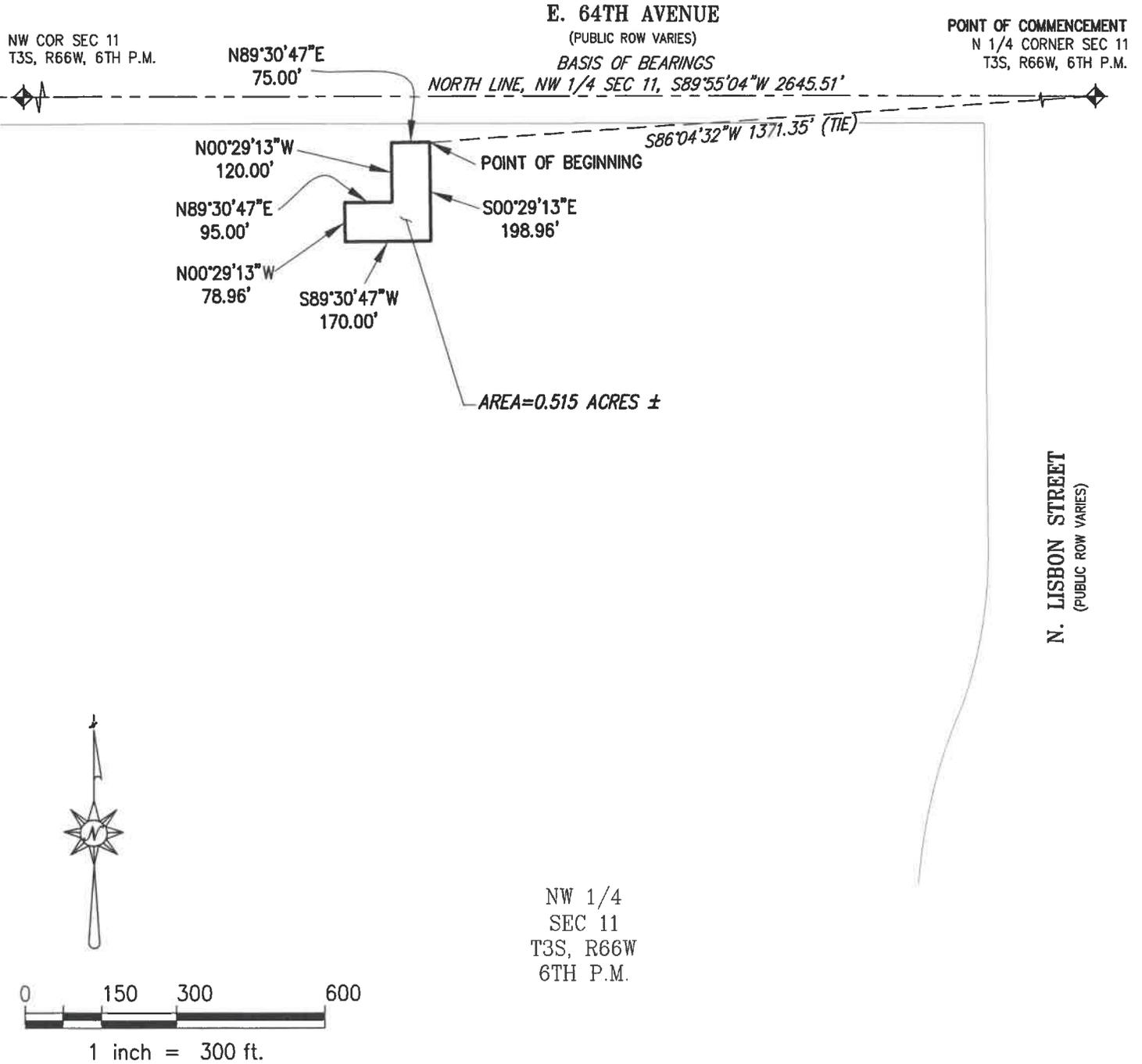
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

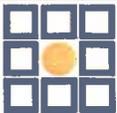
DATE: 8/22/22

SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 8/22/22

SHEET: 2 OF 2

EXHIBIT B
BUDGETS AND FINANCIAL STATEMENTS

Painted Prairie Business Improvement District #2
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>06/30/22</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Developer advances	<u>2,091</u>	<u>25,000</u>	<u>2,555</u>	<u>2,817</u>	<u>25,000</u>
Total revenues	<u>2,091</u>	<u>25,000</u>	<u>2,555</u>	<u>2,817</u>	<u>25,000</u>
Total funds available	<u>2,091</u>	<u>25,000</u>	<u>2,555</u>	<u>2,817</u>	<u>25,000</u>
Expenditures:					
Accounting / audit	-	2,500	-	-	2,500
Engineering	-	2,500	-	-	2,500
Insurance/SDA dues	2,091	2,500	2,555	2,817	2,500
Legal	-	10,000	-	-	10,000
Management	-	1,500	-	-	1,500
Miscellaneous	-	2,000	-	-	2,000
Contingency	-	3,370	-	-	3,370
Emergency reserve (3%)	-	630	-	-	630
Total expenditures	<u>2,091</u>	<u>25,000</u>	<u>2,555</u>	<u>2,817</u>	<u>25,000</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 10</u>			<u>\$ 20</u>
Mill Levy		<u>10.000</u>			<u>10.000</u>

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT #2
2022
BUDGET MESSAGE

Attached please find a copy of the adopted 2022 budget for the Painted Prairie Business Improvement District #2.

The Painted Prairie Business Improvement District #2 has adopted a budget for one fund, a General Fund to provide for general operating expenditures.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications, and public hearing.

The primary source of revenue for the district in 2022 will be developer advances. The district intends to impose 10.000 mill levy on all property within the district for 2022, all of which will be dedicated to the General Fund.

Painted Prairie Business Improvement District #2
Adopted Budget
General Fund
For the Year ended December 31, 2022

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>06/30/21</u>	Estimate <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Developer advances	<u>2,010</u>	<u>25,000</u>	<u>2,010</u>	<u>2,010</u>	<u>25,000</u>
Total revenues	<u>2,010</u>	<u>25,000</u>	<u>2,010</u>	<u>2,010</u>	<u>25,000</u>
Total funds available	<u>2,010</u>	<u>25,000</u>	<u>2,010</u>	<u>2,010</u>	<u>25,000</u>
Expenditures:					
Accounting / audit	-	2,500	-	-	2,500
Engineering	-	2,500	-	-	2,500
Insurance/SDA dues	2,010	2,500	2,010	2,010	2,500
Legal	-	10,000	-	-	10,000
Management	-	1,500	-	-	1,500
Miscellaneous	-	2,000	-	-	2,000
Contingency	-	3,370	-	-	3,370
Emergency reserve (3%)	-	<u>630</u>	-	-	<u>630</u>
Total expenditures	<u>2,010</u>	<u>25,000</u>	<u>2,010</u>	<u>2,010</u>	<u>25,000</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 10</u>			<u>\$ 10</u>
Mill Levy		<u>10.000</u>			<u>10.000</u>

Painted Prairie Business Improvement Districts #1 & #2
Financial Statements

December 31, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Painted Prairie Business Improvement Districts #1 & #2

Management is responsible for the accompanying financial statements of each major fund of Painted Prairie Business Improvement Districts #1 & #2, as of and for the period ended December 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Painted Prairie Business Improvement Districts #1 & #2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

March 30, 2022
Englewood, Colorado

Painted Prairie Business Improvement District #1
Balance Sheet - Governmental Funds and Account Groups
December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ 2,099	\$ -	\$ 2,099
Prepaid Expenses	<u>4,586</u>	<u>-</u>	<u>4,586</u>
	<u>6,685</u>	<u>-</u>	<u>6,685</u>
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	<u>-</u>	<u>78,292</u>	<u>78,292</u>
	<u>-</u>	<u>78,292</u>	<u>78,292</u>
	<u>\$ 6,685</u>	<u>\$ 78,292</u>	<u>\$ 84,977</u>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ 1,028	\$ -	\$ 1,028
Due to/from accounts	<u>-</u>	<u>-</u>	<u>-</u>
	<u>1,028</u>	<u>-</u>	<u>1,028</u>
Note Payable - Developer	-	69,358	69,358
Note Payable - Developer interest	<u>-</u>	<u>8,934</u>	<u>8,934</u>
Total liabilities	<u>1,028</u>	<u>78,292</u>	<u>79,320</u>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	<u>5,657</u>	<u>-</u>	<u>5,657</u>
	<u>5,657</u>	<u>-</u>	<u>5,657</u>
	<u>\$ 6,685</u>	<u>\$ 78,292</u>	<u>\$ 84,977</u>

Painted Prairie Business Improvement District #1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 4	\$ -	\$ (4)
Specific ownership taxes	-	-	-
Developer advance	29,996	21,086	(8,910)
Interest income	-	-	-
	<u>30,000</u>	<u>21,086</u>	<u>(8,914)</u>
Expenditures			
Accounting/Audit	5,000	3,383	1,617
Engineering	5,000	-	5,000
Insurance	2,500	2,101	399
Legal	15,000	10,660	4,340
Management	-	-	-
Miscellaneous	1,000	94	906
Treasurer's Fees	-	-	-
Contingency	645	-	645
Emergency Reserve	855	-	855
	<u>30,000</u>	<u>16,238</u>	<u>13,762</u>
Excess (deficiency) of revenues over expenditures	-	4,848	4,848
Fund balance - beginning	<u>-</u>	<u>809</u>	<u>809</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>5,657</u></u>	\$ <u><u>5,657</u></u>

Painted Prairie Business Improvement District #2
 Balance Sheet - Governmental Funds and Account Groups
 December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Transfer from D1	\$ -	\$ -	\$ -
Taxes Receivable	-	-	-
Accounts receivable - developer	-	-	-
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
Due to/from accounts	-	-	-
	-	-	-
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	-	-	-
Total liabilities	-	-	-
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	\$ -	\$ -	\$ -

Painted Prairie Business Improvement District #2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ -	\$ -	\$ -
Specific ownership taxes	-	-	-
Developer advance	25,000	2,091	(22,909)
Interest income	-	-	-
	<u>25,000</u>	<u>2,091</u>	<u>(22,909)</u>
Expenditures			
Accounting/Audit	2,500	-	2,500
Engineering	2,500	-	2,500
Insurance	2,500	2,091	409
Legal	10,000	-	10,000
Management	1,500	-	1,500
Miscellaneous	2,000	-	2,000
Treasurer's Fees	-	-	-
Contingency	3,370	-	3,370
Emergency Reserve	630	-	630
	<u>25,000</u>	<u>2,091</u>	<u>22,909</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

Painted Prairie Business Improvement Districts No. 2
Financial Statements

June 30, 2022

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Painted Prairie Business Improvement Districts No. 2

Management is responsible for the accompanying financial statements of each major fund of Painted Prairie Business Improvement Districts No. 2, as of and for the period ended June 30, 2022, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Painted Prairie Business Improvement Districts No. 2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

August 31, 2022
Englewood, Colorado

Painted Prairie Business Improvement District No. 2
 Balance Sheet - Governmental Funds and Account Groups
 June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Transfer from D1	\$ -	\$ -	\$ -
Taxes Receivable	-	-	-
Accounts receivable - developer	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ -
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
Due to/from accounts	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	<hr/>	<hr/>	<hr/>
Total liabilities	-	-	-
	<hr/>	<hr/>	<hr/>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ -
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

Painted Prairie Business Improvement District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2022

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ -	\$ -	\$ -
Specific ownership taxes	-	-	-
Developer advance	25,000	2,555	(22,445)
Interest income	-	-	-
	<u>25,000</u>	<u>2,555</u>	<u>(22,445)</u>
Expenditures			
Accounting/Audit	2,500	-	2,500
Engineering	2,500	-	2,500
Insurance	2,500	2,555	(55)
Legal	10,000	-	10,000
Management	1,500	-	1,500
Miscellaneous	2,000	-	2,000
Treasurer's Fees	-	-	-
Contingency	3,370	-	3,370
Emergency Reserve	630	-	630
	<u>25,000</u>	<u>2,555</u>	<u>22,445</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

EXHIBIT C

DISTRICT CONTACT INFORMATION

District Representative Contact:

Clint C. Waldron, Esq.
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122
Work: 303-858-1800
Email: cwaldron@wbapc.com

Megan J. Murphy, Esq.
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122
Work: 303-858-1800
Email: mmurphy@wbapc.com

District Accountant:

Diane Wheeler
304 Inverness Way South
Suite 490
Englewood, CO 80112
Work: 303-689-0833
Email: diane@simmonswheeler.com

District Auditor:

Not applicable



Legend

- Painted Prairie 2 BID
- Water Lines
- Lakes
- Parcels
- Denver International Airport
- Outside Aurora City Limits

Planning & Development Services

15151 E. Alameda Pkwy
Aurora CO 80012 USA
www.auroragov.org
303-739-7250
GIS@auroragov.org

City of Aurora, Colorado

Painted Prairie Business Improvement District #2

September 20, 2022

Aurora is Worth Discovering!

Feet
0 425 850

692

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Porteos BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting - Finance
Staff Source/Legal Source: Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:

- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time:

Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney
Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Porteos Business Improvement District (BID) in 2016 (Ord. No. 2016-43). The BID is located generally east of Harvard Road between 56th and 68th Avenue. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Porteos Business Improvement District 2023 operating plan and budget. The operating plan anticipates beginning fund balance (mainly due to developer advances received in prior years), property taxes and public improvement fees for its \$612,238 revenue and expected expenditures. The Porteos BID will undertake projects as development needs require in 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Porteos Business Improvement District to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Porteos Business Improvement District. Funding is projected at \$612,238 primarily from developer advances received in prior years, property taxes and public improvement fees.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET
FOR THE PORTEOS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2016-43 organizing the Porteos Business Improvement District (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Porteos Business Improvement District are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:


HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

2023 OPERATING PLAN AND BUDGET

**PORTEOS
BUSINESS
IMPROVEMENT
DISTRICT**

City of Aurora, Adams County, Colorado

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EXHIBIT A – District Contact Information

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EXHIBIT C – District Map

2023
OPERATING PLAN FOR THE
PORTEOS BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, Sections 31-25-1201, *et seq.*, C.R.S., as amended (the “Act”), and specifically Section 31-25-1211, C.R.S., requires that the Porteos Business Improvement District (the “District”) file an operating plan and proposed budget with the City of Aurora (the “City”) City Clerk no later than September 30 of each year. Pursuant to the Act, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate pursuant to the authority and powers allowed under the Act as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Act and direction from the City’s Finance Department, this Operating Plan identifies: (1) the composition of the Board of Directors; (2) the services, activities, projects, and public improvements provided in the current year and planned for in the upcoming year; (3) the District’s sources of revenue, including taxes, fees, and assessments to be imposed by the District in the current year and in the upcoming year; (4) the District’s authorized indebtedness and existing debt obligations, including the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the City may require, including budget statements and contact information for the District.

The District’s original 2017 Operating Plan and subsequent operating plans previously approved by the City are incorporated herein by reference and shall remain in full force and effect except as specifically or necessarily modified hereby.

C. Purposes. As may be further articulated in prior years’ operating plans, the ongoing and/or contemplated purposes of the District for 2023 include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

D. Ownership of Property or Major Assets. The District will own public improvements as constructed if such improvements are not otherwise dedicated to other public entities for operation and maintenance.

E. Contracts and Agreements. It is anticipated that the District may enter into agreements as required to facilitate the funding, construction, ownership, operation and maintenance of public improvements. The District is party to that certain Amended and Restated Intergovernmental Agreement Concerning District Improvements and Operations dated December 10, 2020 together with the Velocity Metropolitan District Nos. 1-9. The District may also enter into agreements with the City and other districts encompassing adjacent developments in order to

cooperate on infrastructure projects.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. *Organization.* The District was organized pursuant to Ordinance No. 2016-43 adopted by the City of Aurora City Council with an effective date of October 29, 2016 and recorded in the Office of the Adams County Clerk and Recorder on December 2, 2016 at Reception Number 2016000104551.

B. *Governance.* The District is governed by an elected board of directors consisting of five electors who are all voting members.

C. *District Board.* The District's Board members and their terms of office are:

Mark A. Adams	May 2025
Kristen Adams	May 2023
Yuriy Gorlov	May 2023
Seth C. Rollert	May 2023
Melissa M. Shea	May 2025

D. *Term Limits.* Term limits were eliminated at the District's November 2016 election.

E. *Advisory Board.* The District's Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory board has been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

A map of the District's boundaries is attached as **EXHIBIT C**. In 2023 and subsequent years, the District may receive requests for inclusion of additional property into the boundaries of the District. However, no requests for boundary adjustments are anticipated at this time.

4. PUBLIC IMPROVEMENTS

The District is primarily concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances to provide improvements or services outside the boundaries of the District as part of the Porteos project. The District shall have the authority to provide these improvements and services, and the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by State law.

The public improvements that the District anticipates it will construct, install, own, operate,

and maintain, include those public improvements the costs of which, in accordance with the Act, may be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation.

5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The District will provide for ownership, operation, and maintenance of public improvements itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2023 Budget and Additional Financial Information. The District's proposed 2023 Budget and adopted 2022 Budget, along with current financial statements are attached in **EXHIBIT B**.

B. Authorized Indebtedness. In November 2016, the District held an election for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. As provided in prior years' Operating Plans, the District's initial maximum debt authorization was \$50,000,000. In 2020, pursuant to the District's 2021 Operating Plan as approved by the City on November 16, 2020, the District determined it to be in the best interests of the District to increase the maximum authorized indebtedness from the initial maximum debt authorization of \$50,000,000 to \$100,000,000 to provide the District with the financial flexibility to efficiently finance the development and construction of the projected public improvements considering the pace of development and phasing within the District and to best serve the economic interests of the District and its current and future property owners. Accordingly, the maximum debt authorization of the District is \$100,000,000.

C. Property Tax and Mill Levy Caps. The District's taxing ability is constrained to mill levy limitations of up to 50 mills for debt service, general operations and administrative expenses due to the on-going operations and maintenance activities to be undertaken by the District within its boundaries. In 2021, for collection in 2022, the District levied a tax of 5.00 mills for general operating expenses on each dollar of the total valuation of assessment of all taxable property in the District. As indicated in the proposed 2023 Budget, it is anticipated at the District will impose a levy of 5.00 mills for general operating expenses for collection in 2023.

D. District Revenues. District revenues derive from developer funding, property taxes, transfers from the Velocity Metropolitan Districts pursuant to the Intergovernmental Agreement described in Section 1.E. above, and a privately imposed public improvement fee.

E. Existing Debt Obligations. The District has no current debt.

F. Future Debt Obligations. The District does not currently anticipate the issuance

of debt in 2023.

G. *Other Financial Obligations.* The District has entered into agreements including reimbursement and facilities funding and acquisition agreements, as well as agreements for ongoing services such as legal, administration, compliance, and accounting.

H. *Non-Default Provisions.* Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. *No City Obligation.* The debt of the District will not constitute a debt or obligation of the City. The faith and credit of the City will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any securities issued by the District.

7. 2022 AND 2023 SERVICES, ACTIVITIES, PROJECTS AND CHANGES

A. *Services and Activities.* In 2022 and continuing in 2023, the District operated and will continue its operations in accordance with its adopted budget.

B. *Projects and Public Improvements.* The District may undertake projects or public improvements as development needs require.

8. DISSOLUTION

The District is anticipated to have ongoing ownership, operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations, the District will seek to dissolve pursuant to C.R.S. § 31-25-1225.

9. CONCLUSION

It is submitted that this 2023 Operating Plan and Budget for the District meets the requirements of the Act and further meets applicable requirements of State law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of the Act. Inquiries and questions may be directed to the District's legal counsel and accountant. Contact information is provided in **EXHIBIT A**.

EXHIBIT A
District Contact Information

DISTRICT CONTACTS:

Legal Counsel:

Alan D. Pogue
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St, Suite 360
Denver, CO 80237
303-292-9100
apogue@isp-law.com

Accountant:

Diane Wheeler
Simmons & Wheeler, P.C.
304 Inverness Way South, Suite 490
Englewood, CO 80112
303-689-0833
diane@simmonswheeler.com

EXHIBIT B

2023 BID Budget & Additional Financial Information

Porteos Business Improvement District
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>06/31/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ 150,899	\$ 280,565	\$ 358,301	\$ 358,301	\$ 348,173
Revenues:					
Property taxes	33,867	100,450	98,112	100,000	179,687
Specific ownership taxes	18	8,039	1	8,000	14,378
Developer advances	37,626	-	-	-	-
Transfer from Velocity	49,283	43,372	21,668	43,372	-
Public Improvement Fees	245,216	70,000	128,019	175,000	70,000
Interest income	(1,104)	-	154	-	-
Total revenues	<u>364,906</u>	<u>221,861</u>	<u>247,954</u>	<u>326,372</u>	<u>264,065</u>
Total funds available	<u>515,805</u>	<u>502,426</u>	<u>606,255</u>	<u>684,673</u>	<u>612,238</u>
Expenditures:					
Accounting / audit	22,798	30,000	10,508	30,000	30,000
Engineering	-	10,000	-	-	10,000
Insurance/SDA dues	4,598	30,500	22,761	25,000	30,500
Legal	23,564	75,000	3,609	25,000	75,000
Management	-	1,500	-	-	1,500
Director's Fees	11,250	20,000	4,050	15,000	20,000
Miscellaneous	1,241	2,000	-	-	2,000
Utilities	59,400	30,000	11,382	25,000	30,000
Landscape Maintenance	34,142	40,000	19,730	40,000	40,000
Treasurer's fees	511	1,507	1,472	1,500	2,695
Repay developer advances	-	175,000	-	175,000	175,000
Contingency	-	74,454	-	-	183,042
Emergency reserve (3%)	-	12,465	-	-	12,501
Total expenditures	<u>157,504</u>	<u>502,426</u>	<u>73,512</u>	<u>336,500</u>	<u>612,238</u>
Ending fund balance	<u>\$ 358,301</u>	<u>\$ -</u>	<u>\$ 532,743</u>	<u>\$ 348,173</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 20,089,990</u>			<u>\$ 35,937,340</u>
Mill Levy		<u>5.000</u>			<u>5.000</u>

Porteos Business Improvement District
Financial Statements

June 30, 2022

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Porteos Business Improvement District

Management is responsible for the accompanying financial statements of each major fund of Porteos Business Improvement District, as of and for the period ended June 30, 2022, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Porteos Business Improvement District because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

August 4, 2022
Englewood, Colorado

Porteos Business Improvement District
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ 331,336	\$ -	\$ 331,336
Colotrust	98,580		98,580
Taxes Receivable	24,485	-	24,485
Prepaid Expenses	-	-	-
Receivable Velocity 1 for D9 and D2	76,951	-	76,951
Receivable PIFs	22,084	-	22,084
	<u>553,436</u>	<u>-</u>	<u>553,436</u>
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	381,177	381,177
	<u>-</u>	<u>381,177</u>	<u>381,177</u>
	<u>\$ 553,436</u>	<u>\$ 381,177</u>	<u>\$ 934,613</u>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ 20,693	\$ -	\$ 20,693
	<u>20,693</u>	<u>-</u>	<u>20,693</u>
Developer Advance - Principal	-	319,916	319,916
Developer Advance - Interest	-	61,261	61,261
	<u>-</u>	<u>381,177</u>	<u>401,870</u>
Total liabilities	<u>20,693</u>	<u>381,177</u>	<u>401,870</u>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	532,743	-	532,743
	<u>532,743</u>	<u>-</u>	<u>532,743</u>
	<u>\$ 553,436</u>	<u>\$ 381,177</u>	<u>\$ 934,613</u>

Porteos Business Improvement District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Six Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ 100,450	\$ 98,112	\$ (2,338)
Specific ownership taxes	8,039	1	(8,038)
Developer advance	-	-	-
Transfer from Velocity	43,372	21,668	(21,704)
Public Improvement Fees	70,000	128,019	58,019
Interest income	-	154	154
	<u>221,861</u>	<u>247,954</u>	<u>26,093</u>
Expenditures			
Accounting	30,000	5,963	24,037
Audit	-	4,545	(4,545)
Engineering	10,000	-	10,000
Insurance	30,500	22,761	7,739
Legal	75,000	3,609	71,391
District Management	1,500	-	1,500
Director's Fees	20,000	4,050	15,950
Miscellaneous	2,000	-	2,000
Utilities	30,000	11,382	18,618
Landscape Maintenance	40,000	19,730	20,270
Treasurer's Fees	1,507	1,472	35
Repay developer advances	175,000	-	175,000
Contingency	74,454	-	74,454
Emergency Reserve	12,465	-	12,465
	<u>502,426</u>	<u>73,512</u>	<u>428,914</u>
Excess (deficiency) of revenues over expenditures	(280,565)	174,442	455,007
Fund balance - beginning	<u>280,565</u>	<u>358,301</u>	<u>77,736</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>532,743</u></u>	\$ <u><u>532,743</u></u>

Porteos Business Improvement District
Financial Statements

December 31, 2021

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Porteos Business Improvement District

Management is responsible for the accompanying financial statements of each major fund of Porteos Business Improvement District, as of and for the period ended December 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Porteos Business Improvement District because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

March 29, 2022
Englewood, Colorado

Porteos Business Improvement District
Balance Sheet - Governmental Funds and Account Groups
December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ 263,724	\$ -	\$ 263,724
Colotrust	49,118		49,118
Taxes Receivable	(16,849)	-	(16,849)
Prepaid Expenses	2,037	-	2,037
Receivable Velocity 1 for D9 and D2	49,283	-	49,283
Receivable PIFs	<u>20,757</u>	<u>-</u>	<u>20,757</u>
	<u>368,070</u>	<u>-</u>	<u>368,070</u>
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	<u>-</u>	<u>368,486</u>	<u>368,486</u>
	<u>-</u>	<u>368,486</u>	<u>368,486</u>
	<u>\$ 368,070</u>	<u>\$ 368,486</u>	<u>\$ 736,556</u>
Liabilities and Equity			
Current liabilities			
Accounts payable	<u>\$ 9,769</u>	<u>\$ -</u>	<u>\$ 9,769</u>
	<u>9,769</u>	<u>-</u>	<u>9,769</u>
Developer Advance - Principal	-	319,916	319,916
Developer Advance - Interest	<u>-</u>	<u>48,570</u>	<u>48,570</u>
Total liabilities	<u>9,769</u>	<u>368,486</u>	<u>378,255</u>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	<u>358,301</u>	<u>-</u>	<u>358,301</u>
	<u>358,301</u>	<u>-</u>	<u>358,301</u>
	<u>\$ 368,070</u>	<u>\$ 368,486</u>	<u>\$ 736,556</u>

Porteos Business Improvement District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Twelve Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

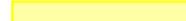
	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 52,380	\$ 33,867	\$ (18,513)
Specific ownership taxes	4,190	18	(4,172)
Developer advance	-	37,626	37,626
Transfer from Velocity	70,915	49,283	(21,632)
Public Improvement Fees	70,000	245,216	175,216
Interest income	-	(1,104)	(1,104)
	<u>197,485</u>	<u>364,906</u>	<u>167,421</u>
Expenditures			
Accounting	30,000	22,798	7,202
Engineering	10,000	-	10,000
Insurance	30,500	4,598	25,902
Legal	75,000	23,564	51,436
District Management	1,500	-	1,500
Director's Fees	6,000	11,250	(5,250)
Miscellaneous	2,000	1,241	759
Utilities	20,000	59,400	(39,400)
Landscape Maintenance	30,000	34,142	(4,142)
Treasurer's Fees	786	511	275
Contingency	6,614	-	6,614
Emergency Reserve	6,174	-	6,174
	<u>218,574</u>	<u>157,504</u>	<u>61,070</u>
Excess (deficiency) of revenues over expenditures	(21,089)	207,402	228,491
Fund balance - beginning	<u>21,089</u>	<u>150,899</u>	<u>129,810</u>
Fund balance - ending	\$ <u><u>-</u></u>	\$ <u><u>358,301</u></u>	\$ <u><u>358,301</u></u>

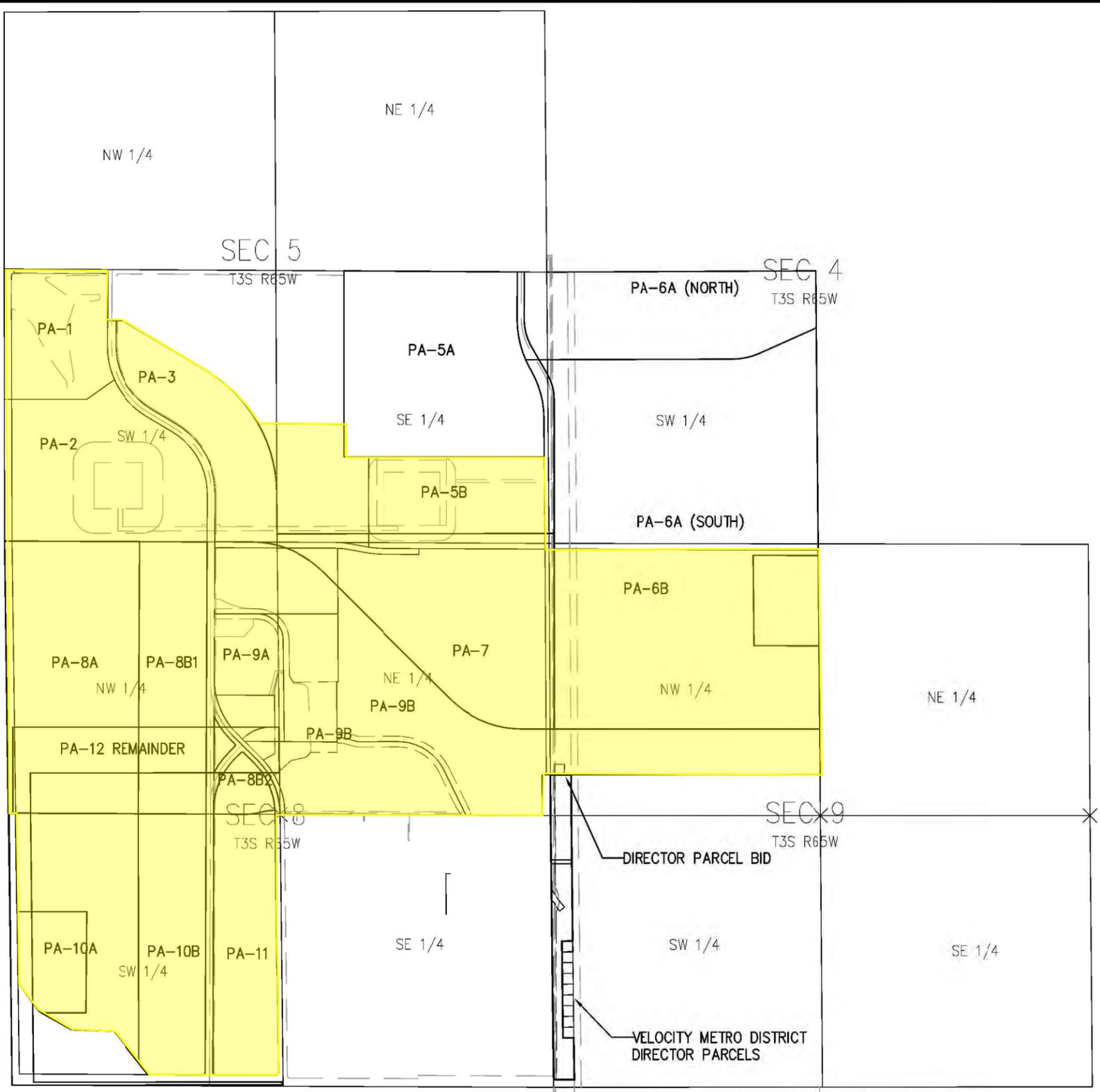
EXHIBIT C

District Map

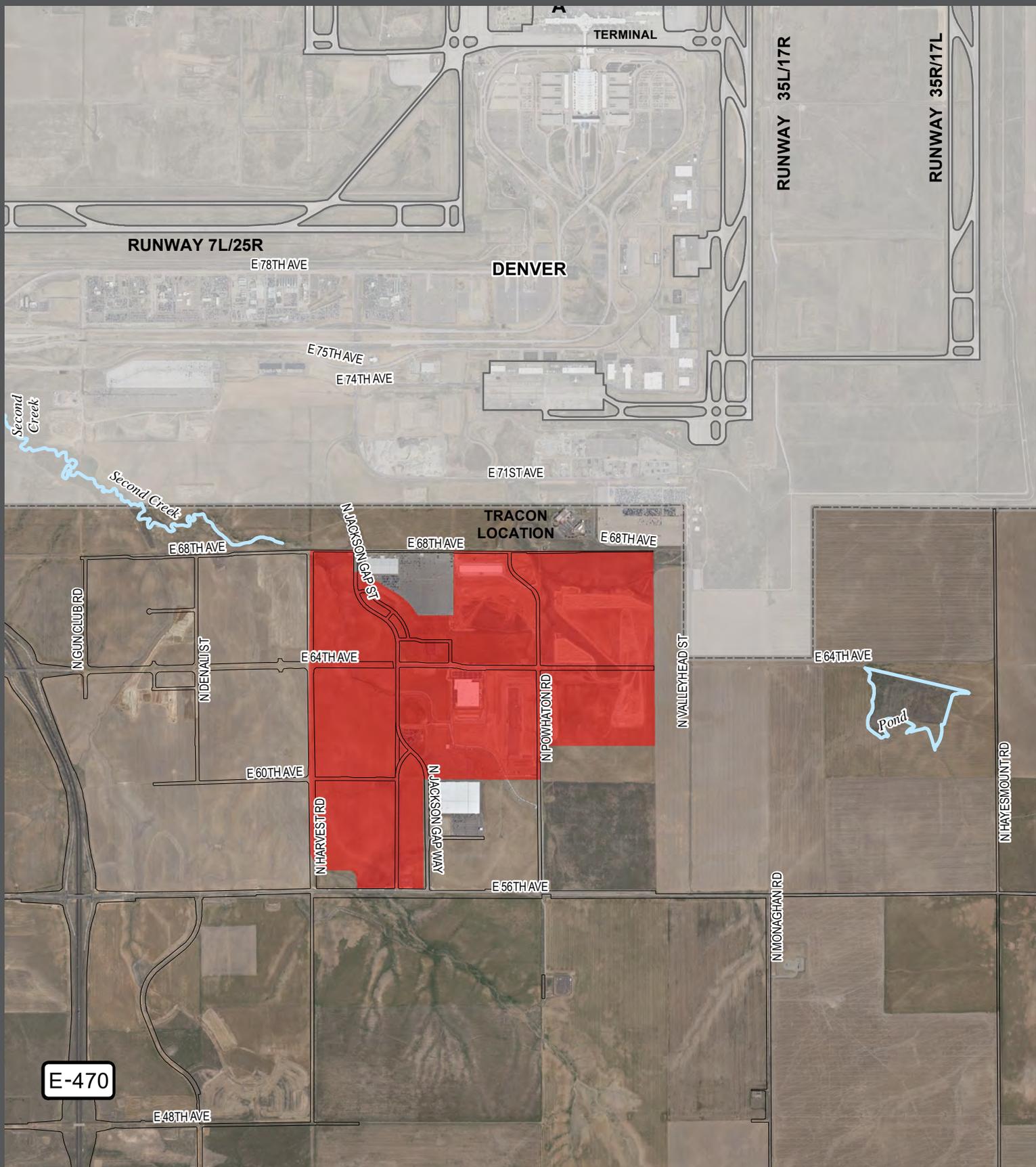
THIS MAP IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY CONTRACT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS.

File: \\c:\data\c\de\Projects\8434-01-Velocity Metro District\District Boundaries\Velocity Metro District and BID Map.dwg Plot Date: 9/4/2019 2:58 PM Last Saved By: CALURRAY

 BID



BID MAP	DATE: 09/04/19
	SHEET: 1 OF 1



Planning &
Development Services

15151 E. Alameda Pkwy
Aurora CO 80012 USA
www.auroragov.org
303-739-7250
GIS@auroragov.org

City of Aurora, Colorado

2022 Porteos
Business Improvement District

September 20, 2022



*Aurora is
Worth Discovering!*



Legend

-  Water Lines
-  Parcels
-  Porteos BID
-  Other Jurisdictions

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE - Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado approving the 2023 Operating Plan and Budget for the Tower Business Improvement District

Item Initiator: Carol Toth, Manager of Accounting - Finance

Staff Source: Carol Toth, Manager of Accounting

Legal Source: Hanosky Hernandez, Sr. Assistance City Attorney

Outside Speaker: N/A

Date of Change: 10/17/2022

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

The Tower Business Improvement District (BID) has revised its 2023 Operating Plan and Budget to include a 2.5 mill levy to be imposed in 2023 (\$110,052) in lieu of the developer advances (\$50,000) included in its original submission. No changes in the development or operational perspective of the BID occurred with this revised operating plan and budget.

2023 OPERATING PLAN AND BUDGET

TOWER BUSINESS IMPROVEMENT DISTRICT

City of Aurora, Adams County, Colorado
Revised 10/17/2022

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EXHIBITS

- EXHIBIT A – Director Contact Information
- EXHIBIT B – BID Budget 2023
- EXHIBIT C – District Boundary Legal Description
- EXHIBIT D – District Boundary Map

2023
OPERATING PLAN FOR THE
TOWER BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Tower Business Improvement District (the “District”) file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District operates under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended (“Business Improvement District Act”), this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the City may require.

C. Purposes. As may be further articulated in prior years’ Operating Plans, the ongoing and/or contemplated purposes of this District for 2023 include principally the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of sources of power that will serve the development within the District, including without limitation natural gas, electricity and solar installations, but the District shall also be empowered to provide the services and public improvements allowed under Colorado law for business improvement districts. **The provision of these services will be coordinated with the Tower Metropolitan District (“Tower”) which the boundaries of the District overlap in part. The District’s activities will neither interfere with nor duplicate those undertaken by Tower.**

D. Ownership of Property or Major Assets. The District will own public improvements, easements and land as required if they are not otherwise dedicated to the City or other public entities or public utilities for operation and maintenance.

E. Contracts and Agreements. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements. The District may enter into agreements with the City and the Tower Metropolitan District to accommodate the provision of improvements and services.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. The Tower Business Improvement District was organized by the City of Aurora pursuant to Ordinance No. 2019-71 on October 21, 2019.

B. Governance. Pursuant to Section 31-25-1209(1)(b), C.R.S., the City of Aurora appointed the board of directors for the District, which shall have up to five members. Each member shall be an elector of the District.

C. Current Board. The District is managed by a Board of Directors consisting of five electors all of whom shall be voting members. The current Board members are listed below, and there is one vacancy on the Board of Directors. Upon a vacancy on the Board of Directors, the City Council shall appoint a successor by resolution within thirty days of the vacancy. Currently, there are no qualified individuals to fill the vacancy and therefore the District anticipates the vacancy will remain in 2023.

1. Randall C. Hertel
2. Michael M. Wafer
3. Jack “Skip” Bailey, Jr.
4. Michael V. Kapoor
5. Vacancy

Director and other pertinent contact information are provided in **EXHIBIT A**.

D. Term Limits. The District’s election on November 5, 2019 included a ballot question to eliminate term limits pursuant to Article 18, Section 11 of the Colorado Constitution. The question passed.

E. Advisory Board. The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District includes approximately 539 acres within its boundaries as described in **EXHIBIT C** and depicted in **EXHIBIT D**. In 2023 and subsequent years, the District may receive inclusion requests for additional property as boundaries are established and additional property owners participate in the District.

4. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. The District shall have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law and as limited by this Operating Plan. The District will only provide improvements and services within the boundaries of the District and directly adjacent property to the extent required to facilitate the construction and operation of the District improvements. The District will not provide improvements or services that duplicate any improvements or services provided by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

Subject to the foregoing limitation concerning cooperation with Tower, the public improvements that the District anticipates it will construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation safety protection devices, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation (the “Public Improvements”).

A. Operations and Maintenance Limitation. Included within the District’s boundaries is 538 acres owned by MCCII that is also included within Tower’s boundaries. The proposed development will contain significant industrial and warehouse and distribution facilities. Associated with all of the new development is the need for the financing of power sources and facilities that will serve the development, including without limitation natural gas, electricity and solar installations.

Tower does not have the statutory authority to pay for such improvements. The District does, and its creation is intended to fund those improvements in addition to the services and public improvements allowed under Colorado law for business improvement districts, generally. The provision of these improvements and services will be coordinated with Tower which the boundaries of the District overlap in part. The District’s activities will neither interfere with nor duplicate those undertaken by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

The appropriate limitations contained in the City’s metro district model service plan have been incorporated in the proposed Operating Plan that operates in many of the same ways to guide the District’s activities. However the fifty mill cap included in this Operating Plan is inclusive of

operations and administration costs in addition to debt service. The initial maximum debt authorization is \$10,000,000.

B. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

C. Privately Placed Debt Limitation. Prior to the issuance of any privately placed debt for capital related costs, the District shall obtain the certification of an External Financial Advisor regarding the fairness and feasibility of the interest rate and the structure of the debt substantially as follows:

We are [I am] an external financial advisor. [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

D. Fee Limitation. The District may impose and collect fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District. For purposes of this section, “End User” shall mean any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy (as defined below).

E. Bankruptcy Limitation. All of the limitations contained in this Operating Plan have been established under the authority of the City to approve an Operating Plan with conditions pursuant to Section 31-25-1211, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Operating Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval

necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any debt, issued with a pledge or which results in a pledge, shall not be an authorized issuance of debt unless the City has approved the operating plan and budget for the District.

5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **EXHIBIT B.**

B. Authorized Indebtedness. The District held an election on November 5, 2019 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$10,000,000.00.

C. Property Tax and Mill Levy Caps. The District’s taxing ability shall be constrained to mill levy limitations of up to 50 mills for debt service, general operations and administrative expenses due to the on-going operations and maintenance to be undertaken by the District within its boundaries. The mill levy cap set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after, but not before, January 1, 2004. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes.

D. District Revenues. The District continues to anticipate developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee and any other lawful revenue source.

E. Existing Debt Obligations. The District does not have any existing debt obligations.

F. Future Debt Obligations. The District does not anticipate issuing debt in 2023.

G. Other Financial Obligations. The District may enter into agreements including reimbursement or similar agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

H. Non-Default Provisions. Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. No City Obligations. The debt of the District will not constitute a debt or obligation of the City of Aurora in any manner. The faith and credit of the City of Aurora will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by the District.

7. 2023 ACTIVITIES, PROJECTS AND CHANGES

(a) Activities, Projects, and Public Improvements

The District does not anticipate undertaking projects or Public Improvements in 2023.

(b) Summary of 2023 Activities and Changes from Prior Year

The District did not have any activity in 2022 and anticipates it will not have any activity in 2023.

Boundary changes: Boundary changes are not anticipated to occur in 2023.

Changes to board or governance structure: No changes to board or governance structure are anticipated in 2023.

Mill levy changes: The District did not impose a mill levy in 2022 and anticipates imposing 2.5 mills in 2023.

New, refinanced or fully discharged debt: The District does not anticipate issuing debt in 2023.

Elections: None anticipated.

Major changes in development activity or valuation: No major changes in development activity or valuation are anticipated in 2023.

Ability to meet current financial obligations: See 2023 Budget attached as **EXHIBIT B**.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. However, the District may be dissolved under the conditions of Section 31-25-1225, C.R.S.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
Director and Other Contact Information

BOARD OF DIRECTORS:

Randall C. Hertel
Michael M. Wafer
Jack "Skip" Bailey, Jr.
Michael V. Kapoor
Vacancy

DISTRICT CONTACT:

Nicole R. Peykov
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
303-839-3800
npeykov@spencerfane.com

DISTRICT ACCOUNTANT:

Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
303-839-3800

AUDITOR: Not applicable

EXHIBIT B
District Budget 2023

TOWER BUSINESS IMPROVEMENT DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2023

**TOWER BUSINESS IMPROVEMENT DISTRICT
GENERAL FUND
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/13/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	-	-	-	-	102,852
Specific ownership taxes	-	-	-	-	7,200
Developer advance	-	50,000	-	-	-
Total revenues	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>110,052</u>
Total funds available	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>110,052</u>
EXPENDITURES					
General and administrative					
Accounting	-	2,500	-	-	22,500
County Treasurer's fee	-	-	-	-	1,543
District management	-	1,500	-	-	1,500
Dues and insurance	-	2,500	-	-	2,500
Engineering	-	10,000	-	-	10,000
Legal	-	15,000	-	-	45,000
Miscellaneous	-	2,000	-	-	2,000
Contingency	-	15,000	-	-	14,957
Total expenditures	<u>-</u>	<u>48,500</u>	<u>-</u>	<u>-</u>	<u>100,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>48,500</u>	<u>-</u>	<u>-</u>	<u>100,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ 1,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,052</u>
EMERGENCY RESERVE	\$ -	\$ 1,500	\$ -	\$ -	\$ 3,400
AVAILABLE FOR OPERATIONS	-	-	-	-	6,652
TOTAL FUND BALANCES	<u>\$ -</u>	<u>\$ 1,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,052</u>

No assurance provided. See summary of significant assumptions.

**TOWER BUSINESS IMPROVEMENT DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 BUDGET
WITH 2021 ACTUAL AND 2022 ESTIMATED
For the Years Ended and Ending December 31,**

10/13/2022

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION					
Commercial	\$ -	\$ -	\$ -	\$ -	\$ 41,079,280
State Assessed	-	-	-	-	54,200
Agricultural	-	-	-	-	7,240
Certified Assessed Value	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,140,720</u>
MILL LEVY					
General	-	-	-	-	2.500
Total Mill Levy	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2.500</u>
PROPERTY TAXES					
General	\$ -	\$ -	\$ -	\$ -	\$ 102,852
Budgeted Property Taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 102,852</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 102,852</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 102,852</u>

No assurance provided. See summary of significant assumptions.

**TOWER BUSINESS IMPROVEMENT DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Tower Business Improvement District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado. The District was organized on October 21, 2019, and is governed according to the provisions of the Colorado Business Improvement Act (C.R.S. 31-25 part 12). The District's service area is located in Adams County, Colorado.

The District was established for the purpose of maintaining public improvements and planning developmental activities; promotion and marketing of District activity; organization, promotion, marketing, and management of public events; activities supporting business recruitment, management, and development; security for businesses and public areas located within the District; snow removal and refuse collection; and providing design assistance.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the mill levy adopted by the District.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.0% of the property taxes collected.

**TOWER BUSINESS IMPROVEMENT DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Debt and Leases

The District does not have any debt. Additionally, the District has no operating or capital leases.

Reserve Funds

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2023, as defined under TABOR.

This information is an integral part of the accompanying budget.

EXHIBIT C
The Property Legal Description

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25 TO BEAR NORTH 89°33'37" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE NORTH 89°33'37" EAST ALONG SAID NORTH LINE A DISTANCE OF 30 FEET TO THE EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 89°33'37" EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 2611.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°32'32" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1321.75 FEET;
THENCE SOUTH 00°13'08" EAST A DISTANCE OF 1324.11 FEET;
THENCE NORTH 89°32'39" EAST A DISTANCE OF 931.29 FEET TO THE WESTERLY RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED IN BOOK 5414 AT PAGE 645 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 03°48'50" EAST A DISTANCE OF 427.14 FEET;
- 2) SOUTH 00°00'02" WEST A DISTANCE OF 3372.10 FEET;
- 3) SOUTH 83°34'42" WEST A DISTANCE OF 1006.75 FEET;
- 4) SOUTH 00°29'32" EAST A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 26TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°30'28" WEST A DISTANCE OF 1267.94 FEET;
 - 2) SOUTH 89°31'54" WEST A DISTANCE OF 745.69 FEET;
- THENCE NORTH 00°10'59" WEST A DISTANCE OF 361.50 FEET;
THENCE SOUTH 89°31'54" WEST A DISTANCE OF 1867.71 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE NORTH 00°11'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2258.23 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 15;

THENCE NORTH 00°10'52" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 462.51 FEET;
THENCE NORTH 89°34'28" EAST A DISTANCE OF 300.36 FEET;
THENCE NORTH 00°11'05" WEST A DISTANCE OF 862.50 FEET;
THENCE SOUTH 89°32'44" WEST A DISTANCE OF 300.31 FEET TO SAID EAST RIGHT-OF-WAY LINE;

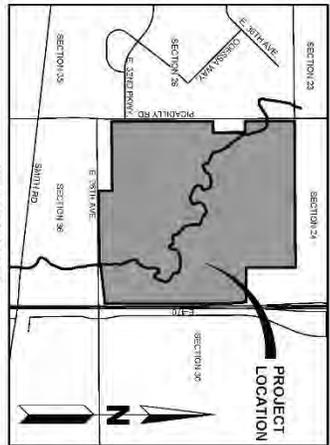
THENCE NORTH 00°10'52" WEST ALONG EAST RIGHT-OF-WAY LINE A DISTANCE OF 1324.68 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 23,453,361 SQUARE FEET, OR 538.415 ACRES, MORE OR LESS.

EXHIBIT D
The Property Map

ANNEXATION MAP

A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25 TO BEAR NORTH 89°33'37" EAST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO COMMENCING AT THE POINT OF BEGINNING, 538.419 METERS TO THE EAST, RIGHT-OF-WAY LINE OF PRODUCE ROAD AND THE **POINT OF BEGINNING**.

THENCE NORTH 89°33'37" EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 281.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°33'37" EAST A DISTANCE OF 1521.72 FEET TO THE EAST CORNER OF SAID SECTION 25 A DISTANCE OF 1521.72 FEET TO THE NORTH-EAST QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 00°10'57" WEST A DISTANCE OF 531.29 FEET TO THE WESTERN VERTICALLY RIGHT-OF-WAY LINE OF HIGHWAY 4140 AS DESCRIBED IN BOOK 5414 AT PAGE 048 OF THE RECORDS OF THE COUNTY OF ADAMS, STATE OF COLORADO;

THENCE ALONG SAID WESTERN VERTICALLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 03°48'57" EAST A DISTANCE OF 427.14 FEET;
- 2) SOUTH 00°00'00" WEST A DISTANCE OF 3327.10 FEET;
- 3) SOUTH 85°29'52" EAST A DISTANCE OF 4000.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 29TH AVENUE;
- 4) SOUTH 89°33'37" WEST A DISTANCE OF 1267.94 FEET;
- 5) SOUTH 89°33'37" WEST A DISTANCE OF 1267.94 FEET;
- 6) THENCE NORTH 00°10'57" WEST A DISTANCE OF 961.50 FEET;
- 7) THENCE SOUTH 89°31'54" WEST A DISTANCE OF 1887.71 FEET TO SAID EAST RIGHT-OF-WAY LINE;
- 8) THENCE NORTH 00°10'57" WEST A DISTANCE OF 482.31 FEET;
- 9) THENCE NORTH 89°34'29" EAST A DISTANCE OF 300.36 FEET;
- 10) THENCE SOUTH 89°34'29" WEST A DISTANCE OF 300.36 FEET TO SAID EAST RIGHT-OF-WAY LINE;
- 11) THENCE NORTH 00°10'57" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1324.88 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS AN AREA OF 23,453.391 SQUARE FEET, OR 538.419 ACRES, MORE OR LESS.

CONTIGUITY TABLE

TOTAL PERIMETER = 20,795.35 FEET
 MINIMUM REQUIRED CONTIGUITY = 3,464.59 FEET
 ACTUAL CONTIGUOUS BOUNDARY = 9,382.88 FEET
 PERCENT CONTIGUOUS BOUNDARY = 46.07%
 TOTAL AREA = 538.419 ACRES ±

GENERAL NOTES

- 1) FIELD WORK FOR THIS ANNEXATION MAP WAS PERFORMED DURING THE MONTH OF JULY 2018.
- 2) THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS METERS. THE DISTANCE MEASUREMENTS WERE OBTAINED USING THE DEPARTMENT OF COMMERCE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200.0037 METERS.

RECORDER'S CERTIFICATE

STATE OF COLORADO)
 COUNTY OF ADAMS)
 I, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON
 THE _____ DAY OF _____ 2018 AT
 O'CLOCK _____ M.
 RECORDER NO. _____
 CLERK AND RECORDER
 BY _____
 DEPUTY

520 South Broadway #4
 Suite 230
 Denver, CO 80202
 Phone: 679-3333
 www.denvercolorado.com

ANNEXATION MAP STATEMENT

I, THOMAS D. STRAB, A duly licensed professional land surveyor, registered in the state of Colorado do hereby certify that not less than one sixth (1/6) of the perimeter of the area proposed to be annexed to the City of Aurora, Colorado is contiguous with the boundaries of that annexing municipality and that this area is contiguous with the boundaries of that annexing municipality and that no revised statutes and the City of Aurora, Colorado codes appertaining thereto.

THOMAS D. STRAB
 COLORADO P.L.S. NO. 25985
 FOR & ON BEHALF OF WARE MAI COMB
 CIVIL ENGINEERING & SURVEYING
 303.691.3333

CITY OF AURORA APPROVALS:

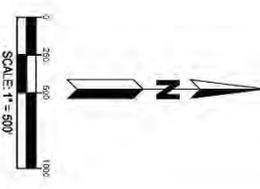
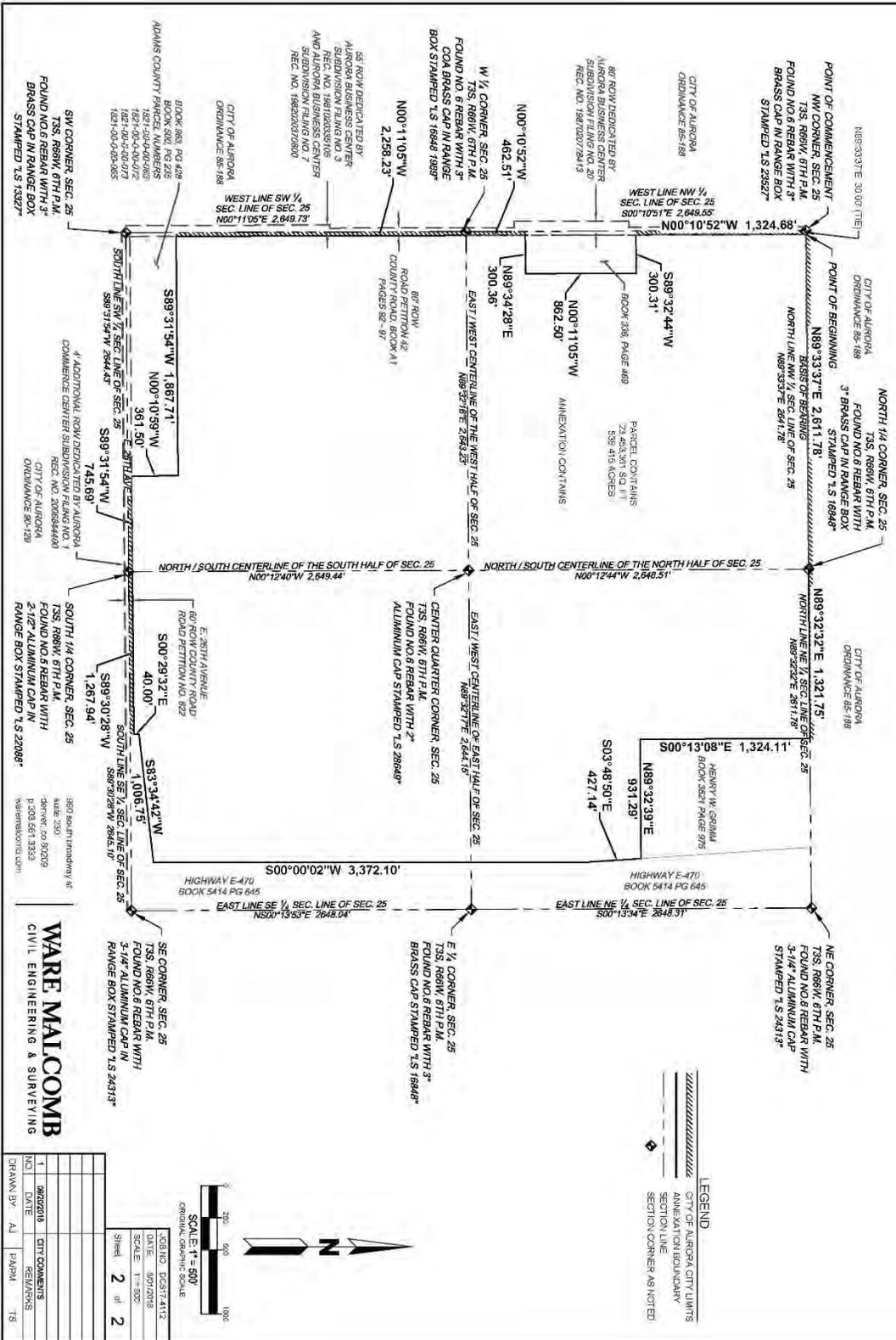
OFFICIAL	DATE
MAYOR _____	DATE _____
CITY CLERK _____	DATE _____
CITY ENGINEER _____	DATE _____
CITY ATTORNEY _____	DATE _____
CITY COUNCIL ORDINANCE NO. _____	EFFECTIVE DATE _____

WARE MAI COMB CIVIL ENGINEERING & SURVEYING

JOB NO.	DCS#	DATE	SCALE	BY	CHKD.
1	09/20/18	08/17/2018	1" = 100'	TS	AW

ANNEXATION MAP

A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	CITY COMMENTS	REV/ISS
1	08/02/18		
2			

DRAWN BY: AJL
P&M: TS

867 South Broadway St
Suite 205
Denver, CO 80202
P: 303.563.3333
W: wwaremalcomb.com



CITY OF AURORA

Council Agenda Commentary

Item Title: Tower BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting - Finance
Staff Source/Legal Source: Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time: 5 / 5

Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney

Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Tower Business Improvement District (BID) in 2019 (Ord. No. 2019-71). The BID is located generally at the southeast corner of 38th Avenue and Picadilly Road. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Tower Business Improvement District 2023 operating plan and budget. The operating plan anticipates developer advances for its \$50,000 revenue and expected expenditures. The Tower BID will undertake projects as development needs require in 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Tower Business Improvement District to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business Improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Tower Business Improvement District. Funding is projected at \$50,000 from developer advances.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET
FOR THE TOWER BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2019-71 organizing the Tower Business Improvement District (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District Operating Plan and Budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Tower Business Improvement District are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

2023 OPERATING PLAN AND BUDGET

TOWER BUSINESS IMPROVEMENT DISTRICT

City of Aurora, Adams County, Colorado

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EXHIBITS

- EXHIBIT A – Director Contact Information
- EXHIBIT B – BID Budget 2023
- EXHIBIT C – District Boundary Legal Description
- EXHIBIT D – District Boundary Map

2023
OPERATING PLAN FOR THE
TOWER BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Tower Business Improvement District (the “District”) file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District operates under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended (“Business Improvement District Act”), this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the City may require.

C. Purposes. As may be further articulated in prior years’ Operating Plans, the ongoing and/or contemplated purposes of this District for 2023 include principally the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of sources of power that will serve the development within the District, including without limitation natural gas, electricity and solar installations, but the District shall also be empowered to provide the services and public improvements allowed under Colorado law for business improvement districts. **The provision of these services will be coordinated with the Tower Metropolitan District (“Tower”) which the boundaries of the District overlap in part. The District’s activities will neither interfere with nor duplicate those undertaken by Tower.**

D. Ownership of Property or Major Assets. The District will own public improvements, easements and land as required if they are not otherwise dedicated to the City or other public entities or public utilities for operation and maintenance.

E. Contracts and Agreements. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements. The District may enter into agreements with the City and the Tower Metropolitan District to accommodate the provision of improvements and services.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. The Tower Business Improvement District was organized by the City of Aurora pursuant to Ordinance No. 2019-71 on October 21, 2019.

B. Governance. Pursuant to Section 31-25-1209(1)(b), C.R.S., the City of Aurora appointed the board of directors for the District, which shall have up to five members. Each member shall be an elector of the District.

C. Current Board. The District is managed by a Board of Directors consisting of five electors all of whom shall be voting members. The current Board members are listed below, and there is one vacancy on the Board of Directors. Upon a vacancy on the Board of Directors, the City Council shall appoint a successor by resolution within thirty days of the vacancy. Currently, there are no qualified individuals to fill the vacancy and therefore the District anticipates the vacancy will remain in 2023.

1. Randall C. Hertel
2. Michael M. Wafer
3. Jack “Skip” Bailey, Jr.
4. Michael V. Kapoor
5. Vacancy

Director and other pertinent contact information are provided in **EXHIBIT A**.

D. Term Limits. The District’s election on November 5, 2019 included a ballot question to eliminate term limits pursuant to Article 18, Section 11 of the Colorado Constitution. The question passed.

E. Advisory Board. The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District includes approximately 539 acres within its boundaries as described in **EXHIBIT C** and depicted in **EXHIBIT D**. In 2023 and subsequent years, the District may receive inclusion requests for additional property as boundaries are established and additional property owners participate in the District.

4. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

The District shall have the power and authority to provide the public improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. The District shall have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law and as limited by this Operating Plan. The District will only provide improvements and services within the boundaries of the District and directly adjacent property to the extent required to facilitate the construction and operation of the District improvements. The District will not provide improvements or services that duplicate any improvements or services provided by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

Subject to the foregoing limitation concerning cooperation with Tower, the public improvements that the District anticipates it will construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation safety protection devices, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation (the “Public Improvements”).

A. Operations and Maintenance Limitation. Included within the District’s boundaries is 538 acres owned by MCCII that is also included within Tower’s boundaries. The proposed development will contain significant industrial and warehouse and distribution facilities. Associated with all of the new development is the need for the financing of power sources and facilities that will serve the development, including without limitation natural gas, electricity and solar installations.

Tower does not have the statutory authority to pay for such improvements. The District does, and its creation is intended to fund those improvements in addition to the services and public improvements allowed under Colorado law for business improvement districts, generally. The provision of these improvements and services will be coordinated with Tower which the boundaries of the District overlap in part. The District’s activities will neither interfere with nor duplicate those undertaken by Tower though the two entities will have the authority to cooperate in the extension of facilities and improvements beneficial to both, or where efficiencies in the development process may be gained.

The appropriate limitations contained in the City’s metro district model service plan have been incorporated in the proposed Operating Plan that operates in many of the same ways to guide the District’s activities. However the fifty mill cap included in this Operating Plan is inclusive of

operations and administration costs in addition to debt service. The initial maximum debt authorization is \$10,000,000.

B. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

C. Privately Placed Debt Limitation. Prior to the issuance of any privately placed debt for capital related costs, the District shall obtain the certification of an External Financial Advisor regarding the fairness and feasibility of the interest rate and the structure of the debt substantially as follows:

We are [I am] an external financial advisor. [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

D. Fee Limitation. The District may impose and collect fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District. For purposes of this section, “End User” shall mean any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy (as defined below).

E. Bankruptcy Limitation. All of the limitations contained in this Operating Plan have been established under the authority of the City to approve an Operating Plan with conditions pursuant to Section 31-25-1211, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Operating Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval

necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any debt, issued with a pledge or which results in a pledge, shall not be an authorized issuance of debt unless the City has approved the operating plan and budget for the District.

5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **EXHIBIT B.**

B. Authorized Indebtedness. The District held an election on November 5, 2019 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$10,000,000.00.

C. Property Tax and Mill Levy Caps. The District’s taxing ability shall be constrained to mill levy limitations of up to 50 mills for debt service, general operations and administrative expenses due to the on-going operations and maintenance to be undertaken by the District within its boundaries. The mill levy cap set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after, but not before, January 1, 2004. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes.

D. District Revenues. The District continues to anticipate developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee and any other lawful revenue source.

E. Existing Debt Obligations. The District does not have any existing debt obligations.

F. Future Debt Obligations. The District does not anticipate issuing debt in 2023.

G. Other Financial Obligations. The District may enter into agreements including reimbursement or similar agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

H. Non-Default Provisions. Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. No City Obligations. The debt of the District will not constitute a debt or obligation of the City of Aurora in any manner. The faith and credit of the City of Aurora will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by the District.

7. 2023 ACTIVITIES, PROJECTS AND CHANGES

(a) Activities, Projects, and Public Improvements

The District does not anticipate undertaking projects or Public Improvements in 2023.

(b) Summary of 2023 Activities and Changes from Prior Year

The District did not have any activity in 2022 and anticipates it will not have any activity in 2023.

Boundary changes: Boundary changes are not anticipated to occur in 2023.

Changes to board or governance structure: No changes to board or governance structure are anticipated in 2023.

Mill levy changes: The District did not impose a mill levy in 2022 and does not anticipate imposing a mill levy in 2023.

New, refinanced or fully discharged debt: The District does not anticipate issuing debt in 2023.

Elections: None anticipated.

Major changes in development activity or valuation: No major changes in development activity or valuation are anticipated in 2023.

Ability to meet current financial obligations: See 2023 Budget attached as **EXHIBIT B**.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. However, the District may be dissolved under the conditions of Section 31-25-1225, C.R.S.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
Director and Other Contact Information

BOARD OF DIRECTORS:

Randall C. Hertel
Michael M. Wafer
Jack "Skip" Bailey, Jr.
Michael V. Kapoor
Vacancy

DISTRICT CONTACT:

Nicole R. Peykov
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
303-839-3800
npeykov@spencerfane.com

DISTRICT ACCOUNTANT:

Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
303-839-3800

AUDITOR: Not applicable

EXHIBIT B
District Budget 2023

GENERAL FUND

	<u>Proposed</u> 2021	<u>Actual</u> 2021	<u>Proposed</u> 2022	<u>Actual</u> 2022	<u>Proposed</u> 2023
Beginning Fund Balance	-	-	-	-	-
REVENUES					
Property Taxes	-		-	-	-
Specific Ownership Taxes	-		-	-	-
Public Improvement Fees	-		-	-	-
Developer Advance	50,000		50,000		50,000
Net Investment Income	-		-		-
Intergovernmental Revenue	-		-		-
Total Revenues	50,000		50,000		50,000
EXPENDITURES					
Accounting	2,500		2,500		2,500
Engineering	10,000		10,000		10,000
District Management	1,500		1,500		1,500
Dues/Insurance	2,500		2,500		2,500
Legal	15,000		15,000		15,000
Miscellaneous	2,000		2,000		2,000
Contingency	15,000		15,000		15,000
Total Expenditures	48,500		48,500		48,500
Emergency Reserve	1,500		1,500		1,500
Total Expenditures	50,000		50,000		50,000
Ending Fund Balance	-		-		-

CAPITAL PROJECTS FUND

	<u>Proposed</u> <u>2021</u>	<u>Actual</u> <u>2021</u>	<u>Proposed</u> <u>2022</u>	<u>Actual</u> <u>2022</u>	<u>Proposed</u> <u>2023</u>
Beginning Fund Balance	-		-		-
REVENUES					
Property Taxes	-		-		-
Public Improvement Fees	-		-		-
Developer Advance	-	-	-	-	-
Net Investment Income	-		-		-
Intergovernmental Revenue	-		-		-
Bond Issuance	-		-		-
Total Revenues	-	-	-	-	-
EXPENDITURES					
Electric Utility Extensions (East 38 th Ave)	-	-	-	-	-
Gas Utility Extensions (East 38 th Ave)	-	-	-	-	-
Electric Utility Extensions (Picadilly Rd)	-	-	-	-	-
Total Expenditures	-	-	-	-	-
ENDING FUND BALANCE	-	-	-	-	-

DEBT SERVICE FUND

	<u>Proposed 2022</u>	<u>Actual 2022</u>	<u>Proposed 2023</u>
Beginning Fund Balance	-		-
REVENUES			-
Bond Issue	-		
Public Improvement Fees	-		-
Developer Advance	-		-
Net Investment Income	-		-
Intergovernmental Revenue	-		-
Total Revenues	-		-
EXPENDITURES			
Costs of Issuance	-		-
Capitalized Interest Fund	-		
Debt Service Reserve	-		-
Miscellaneous	-		-
Contingency	-		-
Total Expenditures	-		-
ENDING FUND BALANCE	0		0

EXHIBIT C
The Property Legal Description

A PARCEL OF LAND IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25 TO BEAR NORTH 89°33'37" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE NORTH 89°33'37" EAST ALONG SAID NORTH LINE A DISTANCE OF 30 FEET TO THE EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 89°33'37" EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 2611.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°32'32" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1321.75 FEET;
THENCE SOUTH 00°13'08" EAST A DISTANCE OF 1324.11 FEET;
THENCE NORTH 89°32'39" EAST A DISTANCE OF 931.29 FEET TO THE WESTERLY RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED IN BOOK 5414 AT PAGE 645 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 03°48'50" EAST A DISTANCE OF 427.14 FEET;
- 2) SOUTH 00°00'02" WEST A DISTANCE OF 3372.10 FEET;
- 3) SOUTH 83°34'42" WEST A DISTANCE OF 1006.75 FEET;
- 4) SOUTH 00°29'32" EAST A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 26TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°30'28" WEST A DISTANCE OF 1267.94 FEET;
 - 2) SOUTH 89°31'54" WEST A DISTANCE OF 745.69 FEET;
- THENCE NORTH 00°10'59" WEST A DISTANCE OF 361.50 FEET;
THENCE SOUTH 89°31'54" WEST A DISTANCE OF 1867.71 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE NORTH 00°11'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2258.23 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 15;

THENCE NORTH 00°10'52" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 462.51 FEET;
THENCE NORTH 89°34'28" EAST A DISTANCE OF 300.36 FEET;
THENCE NORTH 00°11'05" WEST A DISTANCE OF 862.50 FEET;
THENCE SOUTH 89°32'44" WEST A DISTANCE OF 300.31 FEET TO SAID EAST RIGHT-OF-WAY LINE;

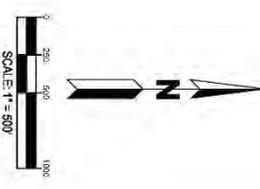
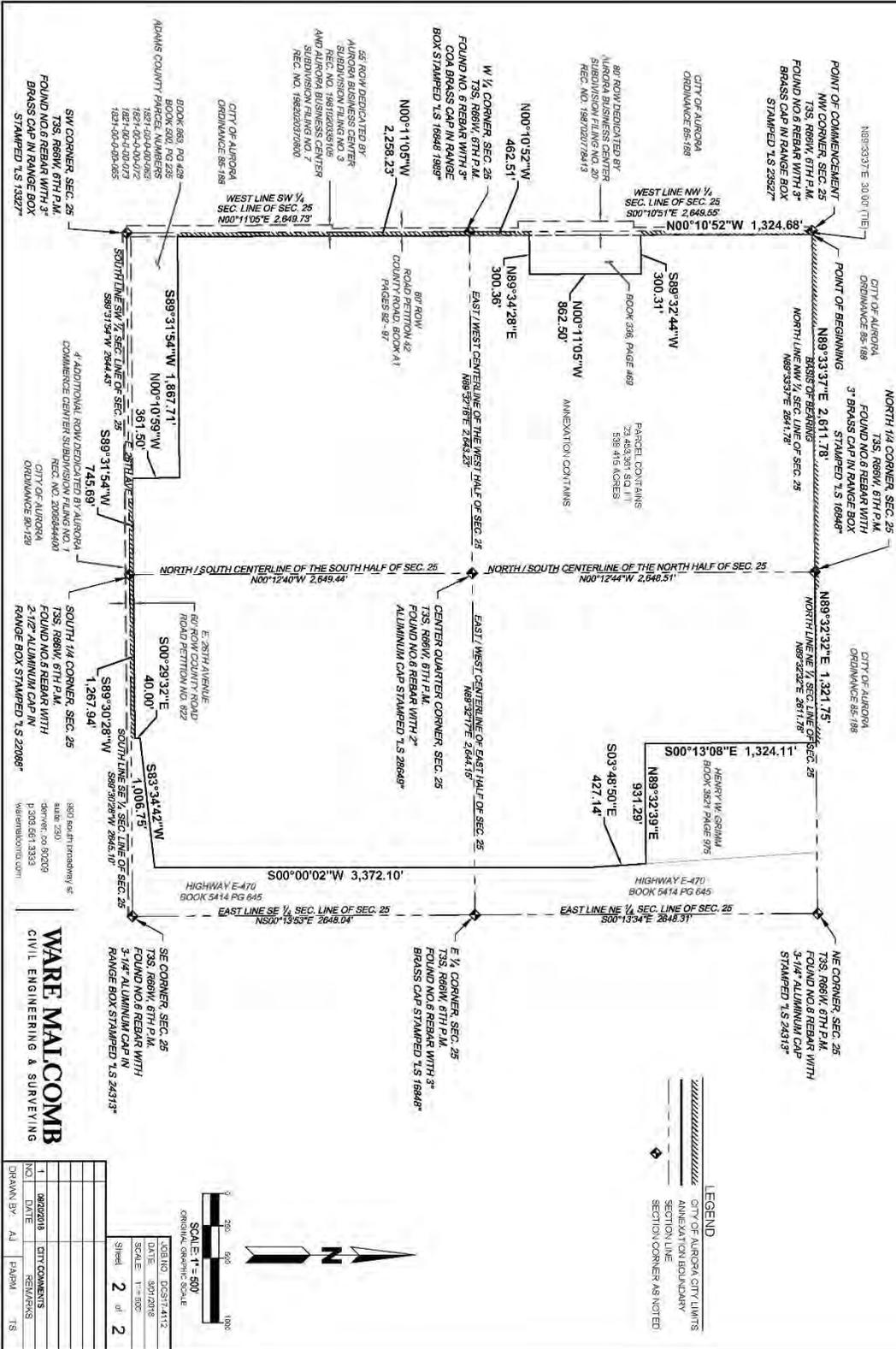
THENCE NORTH 00°10'52" WEST ALONG EAST RIGHT-OF-WAY LINE A DISTANCE OF 1324.68 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 23,453,361 SQUARE FEET, OR 538.415 ACRES, MORE OR LESS.

EXHIBIT D
The Property Map

ANNEXATION MAP

A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	CITY COMMENTS	REV/ISS
1	08/20/18		
2			

DRAWN BY: AJL
P&M: TS

867 South Broadway St
Suite 200
Aurora, CO 80013
P: 303.663.3333
W: wwaremalcomb.com

BOOK 593 PG 428
BOOK 590 PG 428
ADAMS COUNTY PARCEL NUMBERS
1921-1924-00-00-02
1921-1924-00-00-07
1921-1924-00-00-05

87 ROW DEDICATED BY AURORA BUSINESS CENTER SUBDIVISION FILING NO. 3 AND AURORA BUSINESS CENTER SUBDIVISION FILING NO. 7 REC. NO. 198203270000

87 ROW DEDICATED BY AURORA BUSINESS CENTER SUBDIVISION FILING NO. 3 AND AURORA BUSINESS CENTER SUBDIVISION FILING NO. 7 REC. NO. 198203270000

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MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Windler No. 1 BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting – Finance
Staff Source/Legal Source: Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time:

Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney

Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Windler Business Improvement District No. 1 (BID) in 2021 (Ord. No. 2021-32). The BID is located generally west of Harvest Road, north of E 42nd Avenue, south of E 56th Avenue and east of E-470. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Windler Business Improvement District No. 1 2023 operating plan and budget. The operating plan anticipates developer advances for its \$50,000 revenue and expected expenditures. The Windler No. 1 BID does not anticipate any major public improvements for 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Windler Business Improvement District No. 1 to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Windler Business Improvement District No. 1. Funding is projected at \$50,000 from developer advances.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET
FOR THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO.1

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2021-32 organizing the Windler Business Improvement District No.1 (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Windler Business Improvement District No.1 are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *gk*
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

**WINDLER
BUSINESS IMPROVEMENT DISTRICT NO. 1**

2023 OPERATING PLAN AND BUDGET

(City of Aurora, Adams County, Colorado)

Submitted:

September 12, 2022

Prepared by:



2154 E. Commons Ave., Suite 2000
Denver, CO 80122

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EXHIBIT LIST

- EXHIBIT A** District Legal Description and Map
- EXHIBIT B** Budget and Financial Statements
- EXHIBIT C** District Contact Information

I. PURPOSE AND SCOPE OF DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically § 31-25-1211, C.R.S., requires that the Windler Business Improvement District No. 1 (the “**District**”) file an operating plan and budget with the City of Aurora City Clerk no later than September 30th of each year.

1. Under the statute, the City of Aurora (the “**City**”) is to approve the operating plan and budget within thirty (30) days of submittal of all required information.

2. The District will operate under the authorities and powers allowed under §§ 31-25-1201, *et seq.*, C.R.S., as amended (the “**Business Improvement District Act**”), as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the Business Improvement District Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of bonds to be issued by the District; and (5) such other information as the City may require.

C. Purposes. As may be further articulated in succeeding year’s operating plans, the ongoing and contemplated purposes of the District include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all the services and public improvements allowed under Colorado law for business improvement districts.

II. COMPOSITION OF THE DISTRICT’S CURRENT BOARD OF DIRECTORS

A. Current Board of Directors. The composition of the District’s current board of directors (“**Board of Directors**”) is:

1. Christopher H. Fellows
2. Timothy P. O’Connor
3. Dustin M. Anderson
4. Vacant
5. Vacant

Vacancies on the Board are to be filled by appointment by resolution of the City Council to serve until the next regular election. The Board of Directors of the District plans on adopting a resolution requesting the City appoint directors to fill the vacancies at the District’s next meeting.

B. Term Limits. Ballot Question AA of the November 2, 2021 election eliminated term limits.

C. Director Compensation. The Board of Directors shall receive compensation up to \$100 per meeting attended for their services as directors.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The current District boundaries are 0.172 acres as depicted in **Exhibit A**. In subsequent years, the District anticipates inclusion requests for additional property as additional property owners participate in the District.

IV. SERVICES, ACTIVITIES, PROJECTS AND PUBLIC IMPROVEMENTS

The District will primarily be concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances where the District will provide public improvements and services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these public improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial public improvements and services shall be as limited by state law. The public improvements that the District anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities and associated land acquisition and remediation (collectively, the “**Public Improvements**”). The costs of such Public Improvements includes the costs of design, acquisition, construction and financing.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution. The District may provide for ownership, operation, and maintenance of Public Improvements and District facilities as activities of the District itself or by contract with other units of government or the private sector.

The property owners of the District request that the City designate the territory within the District as a location for new business or commercial development pursuant to § 31-25-1203(10), C.R.S.

A. Current Year (2022) Services, Activities, Projects and Public Improvements.

As the development within the District is still in the planning stages, the District only undertook administrative functions during 2022.

B. Future Year (2023) Services, Activities, Projects and Public Improvements.

During 2023, the District intends to continue to evaluate and plan the services, activities and Public Improvements to be provided by the District.

V. SOURCES OF REVENUE

A. Current Year (2022) Sources of Revenue. The primary source of revenue for the District in 2022 was developer advances.

B. Future Year (2023) Sources of Revenue. The primary source of revenue for the District in 2023 will be developer advances. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee.

VI. PROPERTY TAX AND MILL LEVY

A. Mill Levy Caps. The maximum debt mill levy shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be 50 mills as may be adjusted for changes in the method of calculating assessed valuation so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

B. Current Year (2022) Mill Levy. The District did not impose a mill levy for 2022.

C. Future Year (2023) Mill Levy. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund.

VII. AUTHORIZED INDEBTEDNESS AND EXISTING DEBT OBLIGATIONS

A. Maximum Debt Authorization. The District held an election on November 2, 2021 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution (“TABOR”). The initial maximum debt authorization for the District shall be \$100,000,000.

B. Current Year (2022) Debt Outstanding. The District has no outstanding debt obligations.

C. Future Year (2023) Debt Outstanding. The District does not anticipate issuing debt in 2023.

VIII. BUDGETS AND FINANCIAL STATEMENTS

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **Exhibit B**.

B. 2022 Budget. The District’s 2022 Budget is attached as **Exhibit B**.

C. 2021 and 2022 Financial Statements. The District’s December 31, 2021 financial statements and June 30, 2022 financial statements are attached as **Exhibit B**. The District was exempt from audit during 2021.

IX. DISTRICT CONTACT INFORMATION

A. Contact Information. Contact information for the District's accountant and District's representative where follow-up inquires and questions should be directed is set forth on **Exhibit C**.

X. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the District no longer has such obligations, the District may seek to dissolve pursuant to § 31-25-1225, C.R.S.

XI. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the City. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of C.R.S. §§ 32-25-1201, *et. seq.*

EXHIBIT A
DISTRICT LEGAL DESCRIPTION AND MAP

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

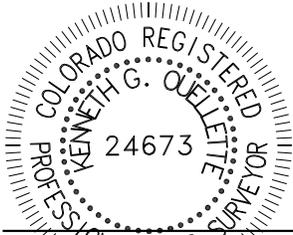
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
THENCE S70°13'55"W A DISTANCE OF 2697.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 16, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 1
EXHIBIT A

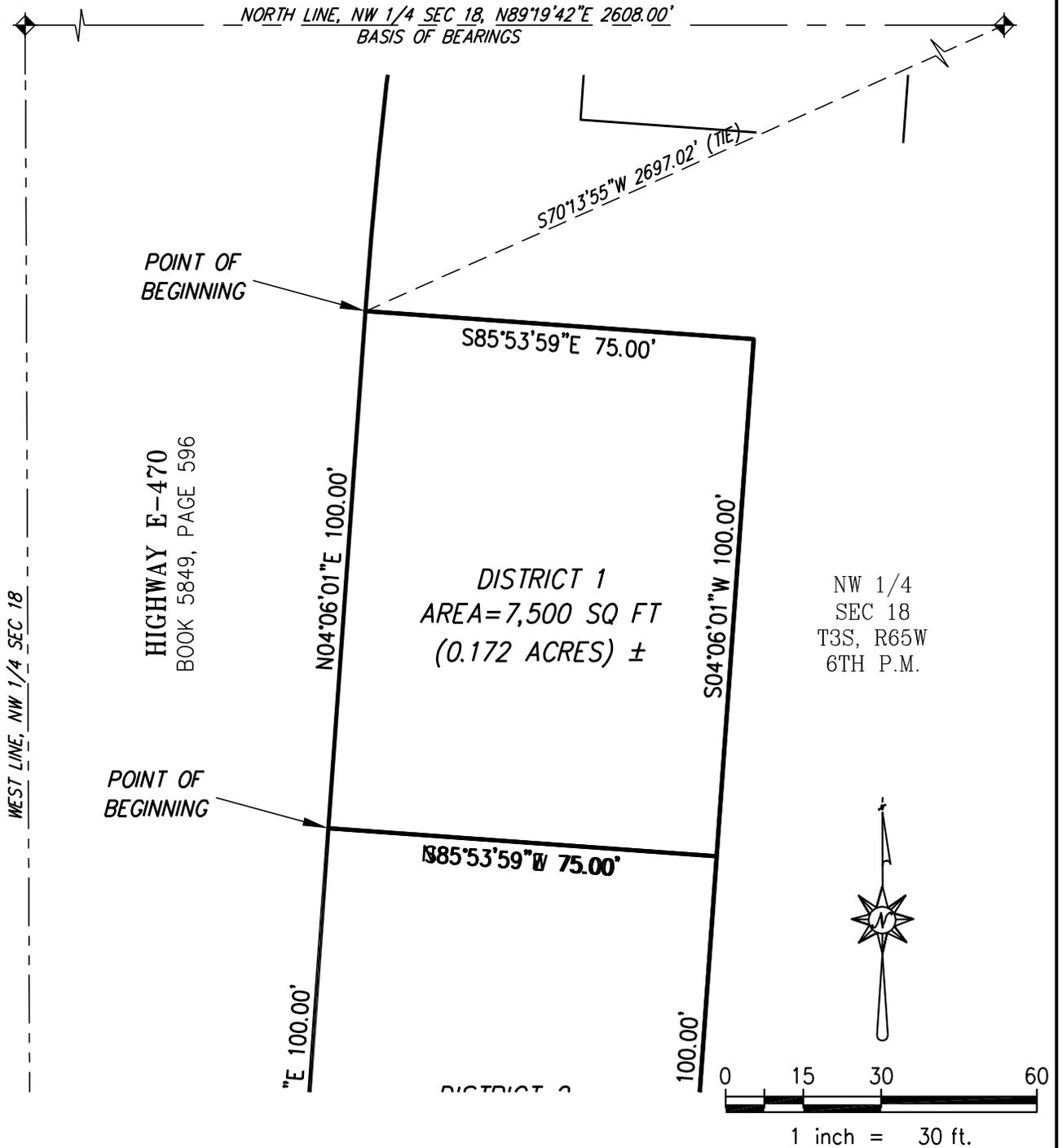
DATE: 5/6/21

SHEET: 1 OF 1

ILLUSTRATION FOR A-2

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 1
EXHIBIT C-1

DATE: 5/6/21

SHEET: 1 OF 1

EXHIBIT B
BUDGETS AND FINANCIAL STATEMENTS

Windler Business Improvement District No. 1
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>06/30/22</u>	Estimated <u>2022</u>	Proposed Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	-
Specific ownership taxes	-	-	-	-	-
Developer advances	-	50,000	3,946	15,000	50,000
	<u>-</u>	<u>50,000</u>	<u>3,946</u>	<u>15,000</u>	<u>50,000</u>
Total revenues	-	50,000	3,946	15,000	50,000
Total funds available	-	50,000	3,946	15,000	50,000
Expenditures:					
Accounting / audit	-	5,000	784	3,000	5,000
Directors fees	-	900	-	-	900
Insurance/SDA dues	-	2,500	-	-	2,500
Legal -	-	22,500	3,162	10,000	22,500
Management	-	3,500	-	-	3,500
Miscellaneous	-	2,000	-	2,000	2,000
Contingency	-	12,508	-	-	12,508
Emergency reserve (3%)	-	1,092	-	-	1,092
Treasurer fees	-	-	-	-	-
	<u>-</u>	<u>50,000</u>	<u>3,946</u>	<u>15,000</u>	<u>50,000</u>
Total expenditures	-	50,000	3,946	15,000	50,000
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ -</u>			<u>\$ -</u>
Mill Levy		<u>-</u>			<u>-</u>

WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 1
2022
BUDGET MESSAGE

Attached please find a copy of the adopted 2022 budget for the Windler Business Improvement District No. 1.

The Windler Business Improvement District No. 1 has adopted one fund, a General Fund to provide for general operating expenditures.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary source of revenue for the district in 2022 will be developer advances. The district does not intend to impose a mill levy on property within the district for 2022.

Windler Business Improvement District No. 1
Adopted Budget
General Fund
For the Year ended December 31, 2022

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>06/30/21</u>	Estimated <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	-
Specific ownership taxes	-	-	-	-	-
Developer advances	-	50,000	50,000	29,400	50,000
Total revenues	<u>-</u>	<u>50,000</u>	<u>50,000</u>	<u>29,400</u>	<u>50,000</u>
Total funds available	<u>-</u>	<u>50,000</u>	<u>50,000</u>	<u>29,400</u>	<u>50,000</u>
Expenditures:					
Accounting / audit	-	5,000	-	1,500	5,000
Directors fees	-	900	-	900	900
Insurance/SDA dues	-	2,500	-	2,500	2,500
Legal -	-	22,500	-	22,500	22,500
Management	-	3,500	-	-	3,500
Miscellaneous	-	2,000	-	2,000	2,000
Contingency	-	12,508	-	-	12,508
Emergency reserve (3%)	-	1,092	-	-	1,092
Treasurer fees	-	-	-	-	-
Total expenditures	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>29,400</u>	<u>50,000</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,000</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation	<u>\$ -</u>	<u>\$ -</u>			<u>\$ -</u>
Mill Levy	<u>-</u>	<u>-</u>			<u>-</u>

Windler Business Improvement Districts No. 1 & No. 2
Financial Statements

December 31, 2021

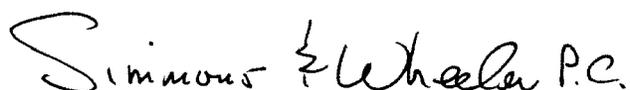
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Windler Business Improvement Districts No. 1 & No. 2

Management is responsible for the accompanying financial statements of each major fund of Windler Business Improvement Districts No. 1 & No. 2, as of and for the period ended December 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Windler Business Improvement Districts No. 1 & No. 2 because we performed certain accounting services that impaired our independence.



March 30, 2022
Englewood, Colorado

Windler Business Improvement District No. 1
 Balance Sheet - Governmental Funds and Account Groups
 December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ -
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
	<hr/>	<hr/>	<hr/>
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	<hr/>	<hr/>	<hr/>
Total liabilities	-	-	-
	<hr/>	<hr/>	<hr/>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	<hr/>	<hr/>	<hr/>
	-	-	-
	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ -
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

Windler Business Improvement District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Developer advance	\$ 50,000	\$ -	\$ (50,000)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Accounting	10,000	-	10,000
Insurance/SDA Dues	2,500	-	2,500
Legal	16,000	-	16,000
Miscellaneous	-	-	-
Engineering	10,000	-	10,000
Contingency	10,180	-	10,180
Emergency Reserve	1,320	-	1,320
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Windler Business Improvement District No. 2
 Balance Sheet - Governmental Funds and Account Groups
 December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	-	-	-
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	-	-	-
Total liabilities	-	-	-
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	\$ -	\$ -	\$ -

Windler Business Improvement District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Developer advance	\$ 50,000	\$ -	\$ (50,000)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Accounting	10,000	-	10,000
Insurance/SDA Dues	2,500	-	2,500
Legal	16,000	-	16,000
Miscellaneous	-	-	-
Engineering	10,000	-	10,000
Contingency	10,180	-	10,180
Emergency Reserve	1,320	-	1,320
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Windler Business Improvement Districts No. 1 & No. 2
Financial Statements

June 30, 2022

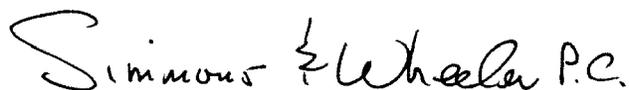
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Windler Business Improvement Districts No. 1 & No. 2

Management is responsible for the accompanying financial statements of each major fund of Windler Business Improvement Districts No. 1 & No. 2, as of and for the period ended June 30, 2022, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Windler Business Improvement Districts No. 1 & No. 2 because we performed certain accounting services that impaired our independence.



August 4, 2022
Englewood, Colorado

Windler Business Improvement District No. 1
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	<u>3,946</u>	<u>-</u>	<u>3,946</u>
	<u>3,946</u>	<u>-</u>	<u>3,946</u>
Other assets			
Improvements	-	-	-
Amount available in debt service fu	-	-	-
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$ 3,946</u>	<u>\$ -</u>	<u>\$ 3,946</u>
Liabilities and Equity			
Current liabilities			
Accounts payable	<u>\$ 3,946</u>	<u>\$ -</u>	<u>\$ 3,946</u>
	<u>3,946</u>	<u>-</u>	<u>3,946</u>
Note Payable - Developer	-	-	-
Note Payable - Developer interest	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>3,946</u>	<u>-</u>	<u>3,946</u>
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$ 3,946</u>	<u>\$ -</u>	<u>\$ 3,946</u>

Windler Business Improvement District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer advance	\$ 50,000	\$ 3,946	\$ (46,054)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>3,946</u>	<u>(46,054)</u>
Expenditures			
Accounting	5,000	784	4,216
Directors fees	900	-	900
Insurance/SDA Dues	2,500	-	2,500
Legal	22,500	3,162	19,338
Management	3,500	-	3,500
Miscellaneous	2,000	-	2,000
Contingency	12,508	-	12,508
Emergency Reserve	1,092	-	1,092
	<u>50,000</u>	<u>3,946</u>	<u>46,054</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Windler Business Improvement District No. 2
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	-	-	-
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fu	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	-	-	-
Total liabilities	-	-	-
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	\$ -	\$ -	\$ -

Windler Business Improvement District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer advance	\$ 50,000	\$ -	\$ (50,000)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Accounting	5,000	-	5,000
Directors fees	900	-	900
Insurance/SDA Dues	2,500	-	2,500
Legal	22,500	-	22,500
Management	3,500	-	3,500
Miscellaneous	2,000	-	2,000
Engineering	-	-	-
Treasurer's Fees	-	-	-
Contingency	12,508	-	12,508
Emergency Reserve	1,092	-	1,092
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

EXHIBIT C

DISTRICT CONTACT INFORMATION

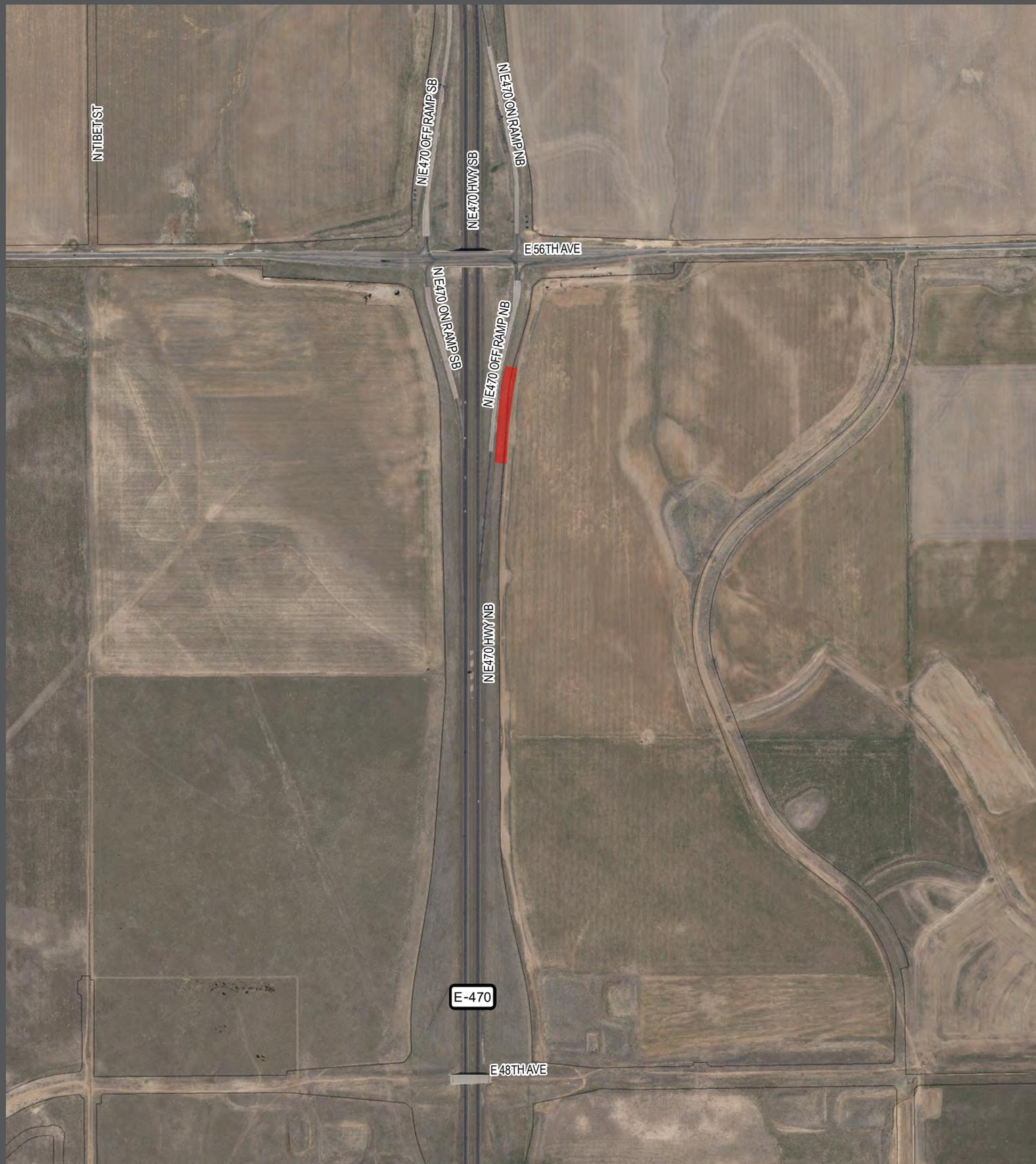
District Representative Contact:

Clint C. Waldron, Esq.
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122
Work: 303-858-1800
Email: cwaldron@wbapc.com

Megan J. Murphy, Esq.
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District Accountant:

Diane Wheeler
304 Inverness Way South
Suite 490
Englewood, CO 80112
Work: 303-689-0833
Email: diane@simmonswheeler.com



Planning & Development Services

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 Aurora CO 80012 USA
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 303-739-7250
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City of Aurora, Colorado

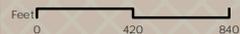
Windler Homestead No. 1
 Business Improvement District

September 20, 2022



Legend

- Windler Homestead No. 1
- Railroad Lines
- Water Lines
- Parcels
- Lakes
- Other Jurisdictions



MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Windler No. 2 BID 2023 Operating Plan and Budget (Resolution)
Item Initiator: Carol Toth, Manager of Accounting - Finance
Staff Source/Legal Source: Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title:
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time:

Carol Toth, Manager of Accounting / Hanosky Hernandez, Sr. Assistant City Attorney

Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Windler Business Improvement District No. 2 (BID) in 2021 (Ord. No. 2021-33). The BID is located generally west of Harvest Road, north of E 42nd Avenue, south of E 56th Avenue and east of E-470. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Windler Business Improvement District No. 2 2023 operating plan and budget. The operating plan anticipates developer advances for its \$50,000 revenue and expected expenditures. The Windler No. 2 BID does not anticipate any major public improvements for 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Windler Business Improvement District No. 2 to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Windler Business Improvement District No. 2. Funding is projected at \$50,000 from developer advances.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET
FOR THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO.2

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2021-33 organizing the Windler Business Improvement District No.2 (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District Operating Plan and Budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Windler Business Improvement District No.2 are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

**WINDLER
BUSINESS IMPROVEMENT DISTRICT NO. 2**

2023 OPERATING PLAN AND BUDGET

(City of Aurora, Adams County, Colorado)

Submitted:

September 12, 2022

Prepared by:



2154 E. Commons Ave., Suite 2000
Denver, CO 80122

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- EXHIBIT A** District Legal Description and Map
- EXHIBIT B** Budget and Financial Statements
- EXHIBIT C** District Contact Information

I. PURPOSE AND SCOPE OF DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically § 31-25-1211, C.R.S., requires that the Windler Business Improvement District No. 2 (the “**District**”) file an operating plan and budget with the City of Aurora City Clerk no later than September 30th of each year.

1. Under the statute, the City of Aurora (the “**City**”) is to approve the operating plan and budget within thirty (30) days of submittal of all required information.

2. The District will operate under the authorities and powers allowed under §§ 31-25-1201, *et seq.*, C.R.S., as amended (the “**Business Improvement District Act**”), as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the Business Improvement District Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of bonds to be issued by the District; and (5) such other information as the City may require.

C. Purposes. As may be further articulated in succeeding year’s operating plans, the ongoing and contemplated purposes of the District include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all the services and public improvements allowed under Colorado law for business improvement districts.

II. COMPOSITION OF THE DISTRICT’S CURRENT BOARD OF DIRECTORS

A. Current Board of Directors. The composition of the District’s current board of directors (“**Board of Directors**”) is:

1. Christopher H. Fellows
2. Timothy P. O’Connor
3. Dustin M. Anderson
4. Vacant
5. Vacant

Vacancies on the Board are to be filled by appointment by resolution of the City Council to serve until the next regular election. The Board of Directors of the District plans on adopting a resolution requesting the City appoint directors to fill the vacancies at the District’s next meeting.

B. Term Limits. Ballot Question AA of the November 2, 2021 election eliminated term limits.

C. Director Compensation. The Board of Directors shall receive compensation up to \$100 per meeting attended for their services as directors.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The current District boundaries are 0.172 acres as depicted in **Exhibit A**. In subsequent years, the District anticipates inclusion requests for additional property as additional property owners participate in the District.

IV. SERVICES, ACTIVITIES, PROJECTS AND PUBLIC IMPROVEMENTS

The District will primarily be concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances where the District will provide public improvements and services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these public improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial public improvements and services shall be as limited by state law. The public improvements that the District anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities and associated land acquisition and remediation (collectively, the “**Public Improvements**”). The costs of such Public Improvements includes the costs of design, acquisition, construction and financing.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution. The District may provide for ownership, operation, and maintenance of Public Improvements and District facilities as activities of the District itself or by contract with other units of government or the private sector.

The property owners of the District request that the City designate the territory within the District as a location for new business or commercial development pursuant to § 31-25-1203(10), C.R.S.

A. Current Year (2022) Services, Activities, Projects and Public Improvements.

As the development within the District is still in the planning stages, the District only undertook administrative functions during 2022.

B. Future Year (2023) Services, Activities, Projects and Public Improvements.

During 2023, the District intends to continue to evaluate and plan the services, activities and Public Improvements to be provided by the District.

V. SOURCES OF REVENUE

A. Current Year (2022) Sources of Revenue. The primary source of revenue for the District in 2022 was developer advances.

B. Future Year (2023) Sources of Revenue. The primary source of revenue for the District in 2023 will be developer advances. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee.

VI. PROPERTY TAX AND MILL LEVY

A. Mill Levy Caps. The maximum debt mill levy shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be 50 mills as may be adjusted for changes in the method of calculating assessed valuation so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

B. Current Year (2022) Mill Levy. The District did not impose a mill levy for 2022.

C. Future Year (2023) Mill Levy. The District intends to impose a 10.000 mill levy on all property within the District for collection in 2023, all of which will be dedicated to the General Fund.

VII. AUTHORIZED INDEBTEDNESS AND EXISTING DEBT OBLIGATIONS

A. Maximum Debt Authorization. The District held an election on November 2, 2021 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution (“TABOR”). The initial maximum debt authorization for the District shall be \$100,000,000.

B. Current Year (2022) Debt Outstanding. The District has no outstanding debt obligations.

C. Future Year (2023) Debt Outstanding. The District does not anticipate issuing debt in 2023.

VIII. BUDGETS AND FINANCIAL STATEMENTS

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **Exhibit B**.

B. 2022 Budget. The District’s 2022 Budget is attached as **Exhibit B**.

C. 2021 and 2022 Financial Statements. The District’s December 31, 2021 financial statements and June 30, 2022 financial statements are attached as **Exhibit B**. The District was exempt from audit during 2021.

IX. DISTRICT CONTACT INFORMATION

A. Contact Information. Contact information for the District's accountant and District's representative where follow-up inquires and questions should be directed is set forth on **Exhibit C**.

X. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the District no longer has such obligations, the District may seek to dissolve pursuant to § 31-25-1225, C.R.S.

XI. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the City. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of C.R.S. §§ 32-25-1201, *et. seq.*

EXHIBIT A
DISTRICT LEGAL DESCRIPTION AND MAP

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

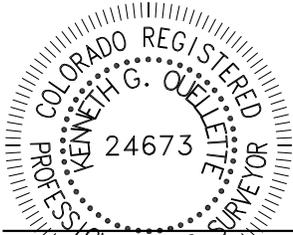
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S68°19'07"W A DISTANCE OF 2739.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



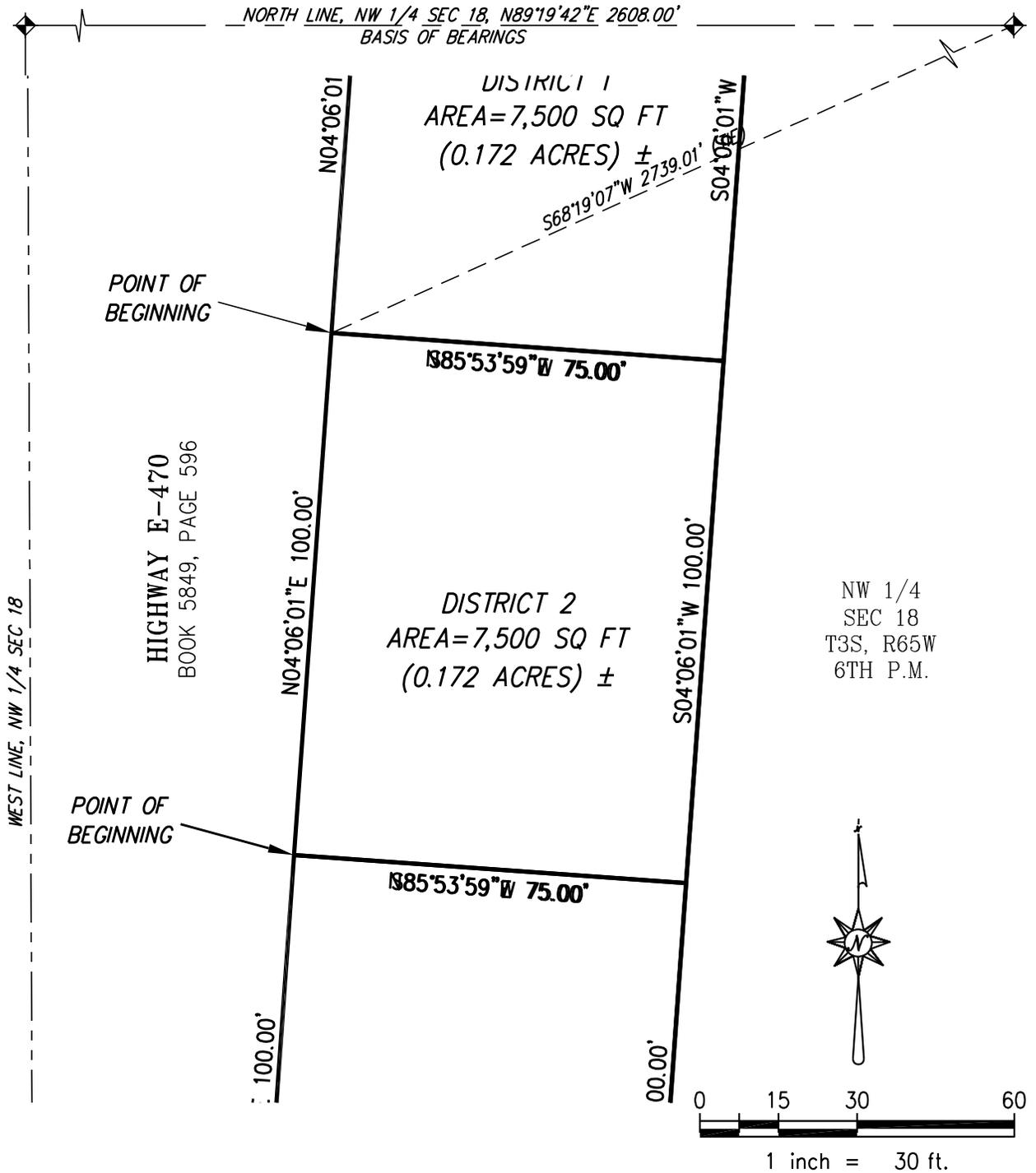
KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 6, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 2 EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

ILLUSTRATION FOR A-3

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 2
EXHIBIT C-1

DATE: 5/6/21

SHEET: 1 OF 1

EXHIBIT B
BUDGETS AND FINANCIAL STATEMENTS

WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 2
2022
BUDGET MESSAGE

Attached please find a copy of the adopted 2022 budget for the Windler Business Improvement District No. 2.

The Windler Business Improvement District No. 2 has adopted one fund, a General Fund to provide for general operating expenditures.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary source of revenue for the district in 2022 will be developer advances. The district does not intend to impose a mill levy on property within the district for 2022.

Windler Business Improvement District No. 2
Adopted Budget
General Fund
For the Year ended December 31, 2022

	Inactive <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>06/30/21</u>	Estimated <u>2021</u>	Adopted Budget <u>2022</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	-
Specific ownership taxes	-	-	-	-	-
Developer advances	-	50,000	50,000	29,400	50,000
Total revenues	-	50,000	50,000	29,400	50,000
Total funds available	-	50,000	50,000	29,400	50,000
Expenditures:					
Accounting / audit	-	5,000	-	1,500	5,000
Directors fees	-	900	-	900	900
Insurance/SDA dues	-	2,500	-	2,500	2,500
Legal -	-	22,500	-	22,500	22,500
Management	-	3,500	-	-	3,500
Miscellaneous	-	2,000	-	2,000	2,000
Contingency	-	12,508	-	-	12,508
Emergency reserve (3%)	-	1,092	-	-	1,092
Treasurer fees	-	-	-	-	-
Total expenditures	-	50,000	-	29,400	50,000
Ending fund balance	\$ -	\$ -	\$ 50,000	\$ -	\$ -
Assessed valuation	\$ -	\$ -			\$ -
Mill Levy	-	-			-

Windler Business Improvement District No. 2
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>06/30/22</u>	Estimated <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	-
Specific ownership taxes	-	-	-	-	-
Developer advances	-	50,000	-	15,500	50,000
	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>15,500</u>	<u>50,000</u>
Total revenues	-	50,000	-	15,500	50,000
Total funds available	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>15,500</u>	<u>50,000</u>
Expenditures:					
Accounting / audit	-	5,000	-	3,000	5,000
Directors fees	-	900	-	-	900
Insurance/SDA dues	-	2,500	-	2,500	2,500
Legal -	-	22,500	-	10,000	22,500
Management	-	3,500	-	-	3,500
Miscellaneous	-	2,000	-	-	2,000
Contingency	-	12,508	-	-	12,508
Emergency reserve (3%)	-	1,092	-	-	1,092
Treasurer fees	-	-	-	-	-
	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>15,500</u>	<u>50,000</u>
Total expenditures	-	50,000	-	15,500	50,000
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ -</u>			<u>\$ -</u>
Mill Levy		<u>-</u>			<u>-</u>

Windler Business Improvement Districts No. 1 & No. 2
Financial Statements

December 31, 2021

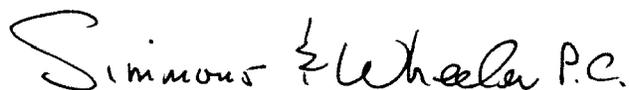
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Windler Business Improvement Districts No. 1 & No. 2

Management is responsible for the accompanying financial statements of each major fund of Windler Business Improvement Districts No. 1 & No. 2, as of and for the period ended December 31, 2021, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Windler Business Improvement Districts No. 1 & No. 2 because we performed certain accounting services that impaired our independence.



March 30, 2022
Englewood, Colorado

Windler Business Improvement District No. 1
 Balance Sheet - Governmental Funds and Account Groups
 December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	-	-	-
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	-	-	-
Total liabilities	-	-	-
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	\$ -	\$ -	\$ -

Windler Business Improvement District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Developer advance	\$ 50,000	\$ -	\$ (50,000)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Accounting	10,000	-	10,000
Insurance/SDA Dues	2,500	-	2,500
Legal	16,000	-	16,000
Miscellaneous	-	-	-
Engineering	10,000	-	10,000
Contingency	10,180	-	10,180
Emergency Reserve	1,320	-	1,320
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Windler Business Improvement District No. 2
 Balance Sheet - Governmental Funds and Account Groups
 December 31, 2021

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	-	-	-
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fund	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	-	-	-
Total liabilities	-	-	-
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	\$ -	\$ -	\$ -

Windler Business Improvement District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 12 Months Ended December 31, 2021
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Developer advance	\$ 50,000	\$ -	\$ (50,000)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Accounting	10,000	-	10,000
Insurance/SDA Dues	2,500	-	2,500
Legal	16,000	-	16,000
Miscellaneous	-	-	-
Engineering	10,000	-	10,000
Contingency	10,180	-	10,180
Emergency Reserve	1,320	-	1,320
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Windler Business Improvement Districts No. 1 & No. 2
Financial Statements

June 30, 2022

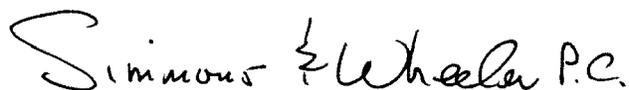
ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Windler Business Improvement Districts No. 1 & No. 2

Management is responsible for the accompanying financial statements of each major fund of Windler Business Improvement Districts No. 1 & No. 2, as of and for the period ended June 30, 2022, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Windler Business Improvement Districts No. 1 & No. 2 because we performed certain accounting services that impaired our independence.



August 4, 2022
Englewood, Colorado

Windler Business Improvement District No. 1
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	3,946	-	3,946
	3,946	-	3,946
Other assets			
Improvements	-	-	-
Amount available in debt service fu	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	\$ 3,946	\$ -	\$ 3,946
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ 3,946	\$ -	\$ 3,946
	3,946	-	3,946
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
Total liabilities	3,946	-	3,946
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	\$ 3,946	\$ -	\$ 3,946

Windler Business Improvement District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer advance	\$ 50,000	\$ 3,946	\$ (46,054)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>3,946</u>	<u>(46,054)</u>
Expenditures			
Accounting	5,000	784	4,216
Directors fees	900	-	900
Insurance/SDA Dues	2,500	-	2,500
Legal	22,500	3,162	19,338
Management	3,500	-	3,500
Miscellaneous	2,000	-	2,000
Contingency	12,508	-	12,508
Emergency Reserve	1,092	-	1,092
	<u>50,000</u>	<u>3,946</u>	<u>46,054</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Windler Business Improvement District No. 2
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
Assets			
Current assets			
Cash in checking	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-
Accounts receivable - developer	-	-	-
	-	-	-
Other assets			
Improvements	-	-	-
Amount available in debt service fu	-	-	-
Amount to be provided for retirement of debt	-	-	-
	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
	-	-	-
Liabilities and Equity			
Current liabilities			
Accounts payable	\$ -	\$ -	\$ -
	-	-	-
Note Payable - Developer	-	-	-
Note Payable - Developer interest	-	-	-
	-	-	-
Total liabilities	-	-	-
Fund Equity			
Investment in improvements	-	-	-
Fund balance (deficit)	-	-	-
	-	-	-
	-	-	-
	\$ -	\$ -	\$ -
	-	-	-

Windler Business Improvement District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the 6 Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer advance	\$ 50,000	\$ -	\$ (50,000)
Misc Income	-	-	-
Interest income	-	-	-
	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>
Expenditures			
Accounting	5,000	-	5,000
Directors fees	900	-	900
Insurance/SDA Dues	2,500	-	2,500
Legal	22,500	-	22,500
Management	3,500	-	3,500
Miscellaneous	2,000	-	2,000
Engineering	-	-	-
Treasurer's Fees	-	-	-
Contingency	12,508	-	12,508
Emergency Reserve	1,092	-	1,092
	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

EXHIBIT C

DISTRICT CONTACT INFORMATION

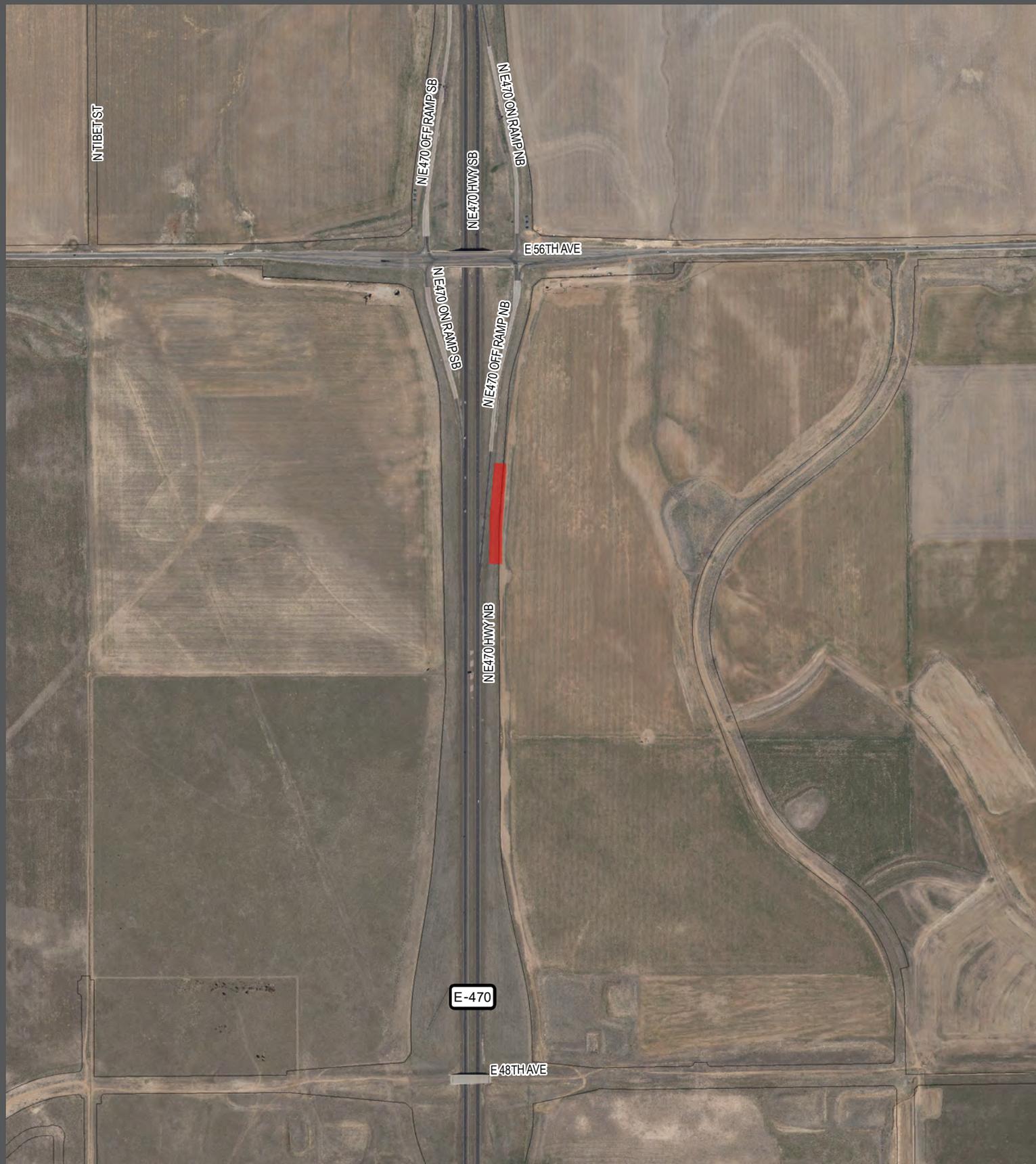
District Representative Contact:

Clint C. Waldron, Esq.
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122
Work: 303-858-1800
Email: cwaldron@wbapc.com

Megan J. Murphy, Esq.
2154 E Commons Avenue, Suite 2000
Centennial, CO 80122
Work: 303-858-1800
Email: mmurphy@wbapc.com

District Accountant:

Diane Wheeler
304 Inverness Way South
Suite 490
Englewood, CO 80112
Work: 303-689-0833
Email: diane@simmonswheeler.com



Planning & Development Services

15151 E. Alameda Pkwy
 Aurora CO 80012 USA
www.auroragov.org
 303-739-7250
GIS@auroragov.org

City of Aurora, Colorado

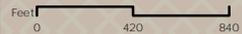
Windler Homestead No. 2
 Business Improvement District

September 20, 2022



Legend

- Windler Homestead No. 2
- Railroad Lines
- Water Lines
- Parcels
- Lakes
- Other Jurisdictions



MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Fitzsimons Business Improvement District - Operation Plan and Budget (Resolution)

Item Initiator: Chad Argentar, Senior Development Project Manager

Staff Source/Legal Source: Chad Argentar – Senior Development Project Manager / Hanosky Hernandez – Sr. Assistant City Attorney

Outside Speaker: None

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Chad Argentar, Senior Development Project Manager / Hanosky Hernandez, Sr. Assistant City Attorney

Estimated time: 2 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|--|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input checked="" type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 Fitzsimons Business Improvement District was approved for organization by City Council in 2011. It is generally located Ursula Street between 23rd Street and Montview Boulevard.

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

The Fitzsimons Business Improvement District was approved for organization by City Council in 2011. The 2023 operating plan and budget anticipates \$13,420 in revenue from square foot charges of commercial buildings. The Fitzsimons BID does not anticipate any major public improvements for 2023 and its expenditures are primarily directed towards administrative and legal costs and parking enforcement.

QUESTIONS FOR COUNCIL

Does the Committee support approval of the resolution and wish to forward this item to City Council Study Session as proposed?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Fitzsimons Business Improvement District. The BID is projected to generate \$13,420 in revenue based on charges per square foot of commercial space (17,743 s.f.) from within the BID. Fees are based on costs of BID administration, services and improvements. For 2023, the per square foot charge is \$0.7564.

2023 OPERATING PLAN AND BUDGET

**FITZSIMONS
BUSINESS
IMPROVEMENT
DISTRICT**

Spencer Fane LLP

**FITZSIMONS BUSINESS IMPROVEMENT
DISTRICT
2023 OPERATING
PLAN**

I. SUMMARY

The Fitzsimons Business Improvement District (“BID”) is an assessment district designed to improve the economic vitality, value and overall commercial appeal of the Ursula Street commercial area through public parking management, signage, enforcement and streetscape improvements between 23rd Street and the southern boundary of The Square at Fitzsimons Filing No. 1, Adams County, in the City of Aurora, Colorado. The BID is financed through charges based on the costs of its improvements and services and the building square footage of commercial property.

BID services are in addition to the services in the area currently provided by the City of Aurora.

Name: Fitzsimons Business Improvement District

Boundaries: The Service Area is The Square at Fitzsimons Filing No. 1, Adams County, City of Aurora, Colorado, and the streets as shown on the BID Service Area and boundary map attached as Exhibit A, Pages 1 and 2.

BID Programs: The overall goal of the BID is economic development of the commercial property within the BID’s service area. BID functions are as follows:

Parking services and public improvements including:

- * Parking management
- * Signage, including designation of parking spaces for business, parking times, and restrictions

Establishing a District Identity and Image including:

- * Signage, wayfinding and gateways
- * Design and/or implementation of streetscape and landscape improvements

Basis of Accounting: The basis of accounting utilized in preparation for the 2023 budget for the BID is cash basis. The BID’s budget includes projected revenues and expenditures for its general operation fund.

Budget: Approximately \$13,420 will be raised in 2023 through charges per square foot of commercial buildings in the BID based upon the costs of BID administration, services, and improvements.

Methodology: In order to allocate the costs of the services and improvements to be furnished by the BID in a way that most closely reflects its benefits, the BID will collect charges per square foot levied on commercial property. The estimated annual charge for 2023 will be \$0.7564/square foot.

Term: The BID is a perpetual BID with a City Council review period every five years if desired by the Council. The review will allow for appropriate adjustments to the charge methodology and/or programming, and will allow business and property owners to address and respond to changes as they occur in the BID.

City Service: BID services will be in addition to any City services currently provided.

Governance: The BID is managed by a 5-member Board of Directors, all of whom are voting members. The Board represents a diverse mix of commercial properties. The Board of Directors currently has three vacancies and requests the Aurora City Council appoint Scott Procop, an eligible elector within the BID, to fill one of the vacancies.

Dissolution: The BID may be dissolved if property owners representing more than 50% of total commercial acreage and assessed value submit a petition to dissolve it or if the BID fails to submit an operating budget for two successive years and dissolution is approved by City Council.

II. RECAP OF 2022 BID ACTIVITIES

In 2022, the BID monitored parking activities.

III. FITZSIMONS BID 2023 OPERATING PLAN

As determined by area property owners and business owners, the top priorities for improvements and activities within the BID include the below listed items. In addition, the BID is continuing to work cooperatively with the Fitzsimons Redevelopment Authority (“FRA”) to coordinate access to future FRA projects with

the need to maintain and maximize available parking within the BID.

BID Programs: The following narrative lists BID programs for operating year 2023. The Board may amend program activities in the subsequent years within the general categories authorized by state law and in future approved annual operating plans and budgets. Final programs and budgets will be subject to the annual review and approval of the BID Board of Directors.

Parking Management:

The commercial area in the BID has limited parking. The property owners and tenants have identified problems with parking spaces being used for long-term purposes and for distant destinations. There are approximately 108 on-street parking spaces available. The primary purposes of the BID are to obtain the ability to control the parking spaces so they may be better utilized for the commercial businesses near the spaces, to develop and implement a parking management program, and to take steps to improve parking utilization and turnover. The expectation is that BID parking management may include signs, space designations, and parking duration limits.

The BID may furnish:

- * Design, planning, financing, installation, operation, maintenance, removal and replacement of signs along the City streets within the BID, or placement in parking lanes, and/or on sidewalks in and adjacent to the premises (i.e. the defined on-street parking space areas as shown on a map attached as Exhibit B). The signs may limit parking times and/or designate allowable uses of parking spaces or areas for particular purposes, and/or words to the effect that parking restrictions will be enforced, potentially including the violators' vehicles will be towed at vehicle owner's expense,
- * Removing cars at the vehicle owner's expense in substantially the same manner as a private property owner may remove vehicles when parked in violation of comparable signs,
- * Creation of parking management plans,
- * Promotion of special events,

- * Parking striping.

District Identity: In order to create a greater sense that the area is a cohesive commercial district, the following initiatives are recommended:

Visual Identity intended to promote the overall economic health and attractiveness of the area and augment a sense of visual identity, including:

- * Gateway signs and/or treatments
- * Street furniture and amenities
- * Streetscape and landscape design and implementation
- * Seasonal banners and decorations
- * Maintenance

Capital Improvements such as streetscape, sidewalk and curb improvements. The BID can issue bonds to pay for capital improvements if the BID voters approve the bonds in an election, the Board chooses to do so, and the use of bonds is approved by the City Council in a future Operating Plan. There are no bonds authorized by this Operating Plan. BID funds can be used to match and leverage funds and other resources. There is public interest and necessity for the improvements described herein.

BID Operations: In order for the BID to effectively work for a more successful commercial area, it is recommended that BID contract personnel, with guidance from the BID Board, should implement the following tasks and activities:

- * Maintain communication with City Council, City staff and other civic leaders, other BID's and constituencies as needed;
- * Manage and support BID programs; and
- * Be a point of contact for BID property owners and commercial lessees through periodic discussions, email, in-store visits, and meetings and forums to keep them apprised of the BID's activities.

There are several ways in which the BID Board can determine to manage and staff its programs, including hiring staff and/or contracting with professional(s) to carry out BID programs. Currently, BID tasks are performed by private contractors paid by the BID.

IV. BID 2023 BUDGET

The BID Board will hold a public hearing and adopt the final budget as required by the Colorado Local Government Budget Law.

As shown in Exhibit C, the proposed 2023 budgeted expenditures will be approximately \$13,420, which includes parking enforcement, as shown in the budget, and budgeted revenue of \$13,420 to be raised through an estimated \$0.7564 per square foot charge on commercial uses/buildings within the BID.

The BID will operate in accordance with the terms of the Business Improvement District Act. The last sentence of Section 31-25-1203(10) states: "Property which is not commercial property and which is within the "service area" of a district shall not be subject to the revenue-raising powers of the district until it becomes commercial property and is included within the district's boundaries, as provided in Section 31-23-1208." Therefore, residential properties within the BID will not pay the BID's per square foot charges.

Charge Methodology: Under Colorado statutes, business improvement districts can generate revenues through several methods, including charges for services rendered by the district, taxes, special assessments, or a combination of any of these. In order to allocate the costs of the improvements and services to be furnished by the BID in a way that most closely reflects the benefits conferred upon the businesses and commercial properties in the BID, the BID shall be authorized to determine, impose and collect charges based upon costs and the square footage of commercial property located in the District. The charges will continue to be a flat rate per square foot, but may vary in the future based on parking and service-related factors.

V. BID GOVERNANCE AND PROGRAM MANAGEMENT

The BID is managed by a Board of Directors consisting of five (5) electors, all of whom are voting members. The BID Board has the following responsibilities:

- * Prepare and file the annual BID operating plan and budget with the City in accordance with state legal requirements and ensure compliance with other state laws.
- * Provide direction and coordination in carrying out BID funded improvements and services.

VI. CITY SERVICES

BID services are in addition to any City services currently provided in the area.

VII. TERM

The BID has perpetual existence with a review period every five (5) years. The review will allow for appropriate adjustments to the BID boundary, charge methodology and/or programming. The review also allows business and property owners to address and respond to changes as they occur in the area.

VIII. CONTACT INFORMATION

BID Contact Person:

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BID Accountant:

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Denver, CO 80237
303-691-4550

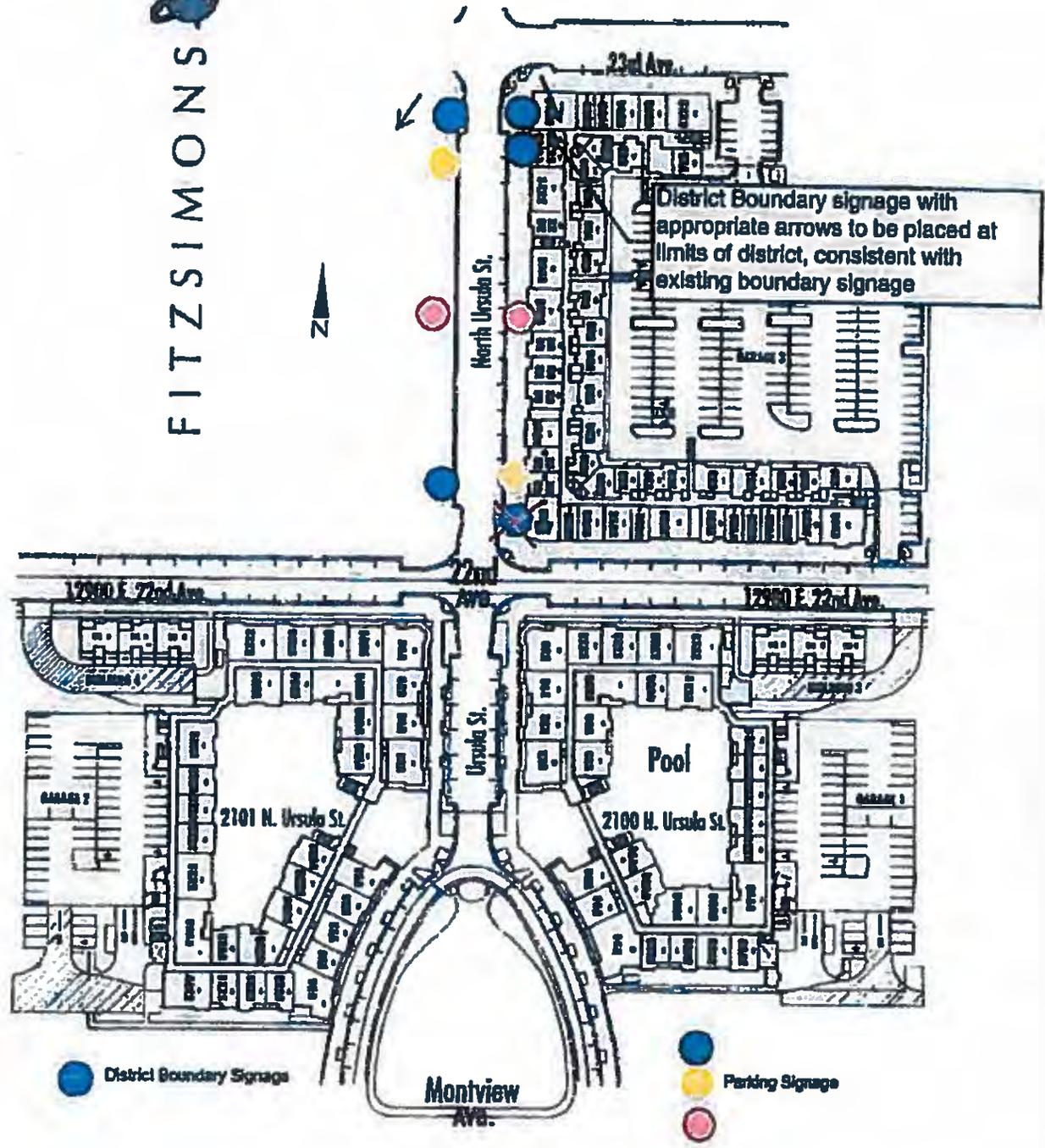
Auditor: Not Applicable

EXHIBIT A
(SERVICE AREA AND BOUNDARY MAP)

EXHIBIT B
(PARKING SPACE MAP)



FITZSIMONS



2100 n ursula st. • aurora • co 80045 • p: 303-363-0021 • f: 303-363-0023 • www.21fitzsimons.com
 Features and amenities are subject to change



CLIENT: PAULS CORPORATION
 FILE NAME: 18X12 PARKING
 DRAWER: LOKEN

PROJECT NAME: 21 FITZSIMONS
 ACCOUNT MANAGER: JEAN WHITE
 DATE: 8/12/12 55

APPROVAL (YES NO)
 APPROVAL (YES NO)
It is hereby acknowledged that the client has accepted the design and content of the signs and that the client is responsible for any and all errors or omissions in the design and content of the signs. The client's acceptance of the design and content of the signs does not constitute a warranty of any kind. The client's acceptance of the design and content of the signs is subject to the terms and conditions of the client's purchase order.



BACKFACE
 ALUMINUM BRACKET
 WITH DWT 6X12X1/8

FINISHES
 SIGN FACE SOLID 10
 B/C/L/WH/TT/310



Sign and Safety
 4180 Dwyer Rd.
 Columbus, OH 43268
 614.891.1111
 www.fusionss.com

CLIENT: FALLS CORPORATION
 FILE NAME: 10X12 PARKING
 DRAWN BY: LORREN

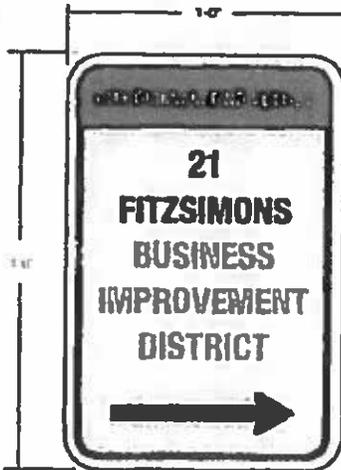
PROJECT NAME: 21 FITZSIMONS
 ACCOUNT MANAGER: JEAN WHITE
 DATE: 10/24/11

BY ORDER OF THE PROJECT OWNER, THE DESIGNER HAS REVIEWED AND APPROVED THESE PLANS FOR CONFORMANCE WITH THE CITY OF COLUMBUS DESIGN STANDARDS AND SPECIFICATIONS AND THE OHIO DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS LIMITED TO THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE DESIGNER HAS REVIEWED THE PLANS FOR CONFORMANCE WITH THE CITY OF COLUMBUS DESIGN STANDARDS AND SPECIFICATIONS AND THE OHIO DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS AND SPECIFICATIONS. THIS APPROVAL IS LIMITED TO THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

DESIGNER: [Signature] APPROVAL: [Signature]



SCALE: 1/4" = 1'



SCALE: 3/4" = 1'

REPLACE
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 WITH NEW GRANITE

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FROM REVISIONS: THIS FILE IS A COPY OF THE ORIGINAL AS A PLOT OF THE ORIGINAL FILE. NO CHANGES WERE MADE.

REVISIONS: [] [] [] [] [] [] [] [] [] []

EXHIBIT C
(2023 Budget)

Fitzsimons Business Improvement District
 Attn: Carole Olite
 4582 South Ulster St., Suite 1700
 Denver, CO 80237
 (303) 691-4550

The Fitzsimons Business Improvement District (BID) was formed to improve the economic vitality, value and overall commercial appeal of the Ursula Street and E. 22nd Avenue commercial area thru public parking management, signage, enforcement and streetscape improvements between 23rd Street and the southern boundary of The Square at Fitzsimons Filing No. 1, Adams County.

In order to allocate the costs of the services and improvements to be furnished by the BID in a way that most closely reflects its benefits, the BID will collect charges per square foot levied on commercial property on an annual basis.

2023 Calculation of Charges		2022 Budgeted Expenses		\$13,420		\$0.7564					
								Retail	Charge		
Bldg. No.	Ste. No.	Address	Tenant Name	Bill To:	Billing Address:	S.F.	PSF	Charge	Prior Year Balance to be included on 2023 invoice	Total due	Notes
1	20	2100 North Ursula	Cedar Creek Pub	Cedar Creek Pub	2100 N Ursula St., #20, /	4,400	\$0.7564	3,327.96	\$0.00	\$3,327.96	*Has two more catch up payments to make. Assuming these are received, no balance will carry over to 2023.
1	30	2100 North Ursula	Lost Coffee	Lost Coffee	2100 N Ursula St., #30, /	1,170	\$0.7564	884.93	\$0.00	\$884.93	
1	2100-45	2100 North Ursula	Vacant	21 Fitz	4582 South Ulster St. Su	682	\$0.7564	515.83	\$0.00	\$515.83	
2	23	2101 North Ursula	Ursula Brewery	Ursula Brewery	2101 N Ursula St., #23, /	2,740	\$0.7564	2,072.41	\$0.00	\$2,072.41	*Has two more catch up payments to make. Assuming these are received, no balance will carry over to 2023.
2	25	2101 North Ursula	Ambli Mexico at Fitz	Ambli Mexico at Fitz	2101 N Ursula St., #25, /	2,830	\$0.7564	2,140.48	\$2,530.09	\$4,670.57	2021 & 2022 unpaid
3	35	2103 North Ursula	ProCare Pharmacy	ProCare Pharmacy (CVS	One CVS Drive, MC 1105	2,578	\$0.7564	1,949.88	\$3,760.17	\$5,710.05	2020/2021/2022 unpaid
3	45	2103 North Ursula	Vacant	21 Fitz	4582 South Ulster St. Su	1,683	\$0.7564	1,272.94	\$0.00	\$1,272.94	
3	55	2103 North Ursula	Vacant	21 Fitz	4582 South Ulster St. Su	1,660	\$0.7564	1,255.55	\$0.00	\$1,255.55	
Total						17,743		13,420		\$19,710.26	

Revenue Notes:

- 2018 miss in revenue by \$4,818.52 due to Cedar Creek, Ursula Brewery and J&M Liquor not paying fee
- 2019 projected to miss budget by \$3,877.16 due to Cedar Creek and Ursula Brewery not paying yearly dues.
- 2020 Missed revenue due to only Reverie and Aimco paying dues (Cedar Creek, Ursula, Lost Coffee, CVS total \$6,262.60 in unpaid dues)
- 2020 Parking enforcement was not reimbursed to 21 Fitz in 2020 due to lack of dues paid. Full expense hit 21 Fitz expenses.
- 2021 Only payment received for 2021 is 21 Fitz portion.
- 2021 **Did not have the funds to cover the accounting or parking enforcement reimbursement**
- 2022 **Cedar Creek & Ursula Brewery are on a payment plan to pay back 2018-2022 dues. Per plan, all prior year dues will be current by Dec 2022**

RESOLUTION NO. R2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR
THE FITZSIMONS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2011-31 organizing the Fitzsimons Business Improvement District (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:


HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Fitzsimons Business Improvement District – New Board Member Appointment (Resolution)
Item Initiator: Chad Argentar
Staff Source/Legal Source: Chad Argentar, Senior Project Manager / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: None
Council Goal: 2012: 5.1--Support an environment conducive to business development and expansion

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Chad Argentar, Senior Project Manager / Hanosky Hernandez, Sr. Assistant City Attorney

Estimated time: 5 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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.)*

By City Ordinance No. 2011-31, the Aurora City Council established the Fitzsimons Business Improvement District (the "BID") and appointed the District's initial Board of Directors (the "Board"). The BID area is centered along Ursula Street between Montview Boulevard and East 23rd Avenue and extends further east and west between 22nd Avenue and Montview Boulevard. The BID primarily supports its businesses by managing and enforcing parking, signage and streetscaping.

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

The BID is governed by a 5-member Board of Directors and currently has three (3) vacancies. The two existing board members are recommending that Scot Procop, owner of Ursula Brewery, be appointed to the board (BID letter attached). Ursula Brewery is located along Ursula Street within the BID's boundary and is therefore qualified to have a designated elector serve on the Board.

QUESTIONS FOR COUNCIL

Does the City Council approve the Fitzsimons BID Board Member appointment and wish to forward to the formal City Council meeting for approval via a Resolution?

LEGAL COMMENTS

Section 4 of Ordinance No. 2011-31 organizing the Fitzsimons Business Improvement District provides that within 30 days following the date on which a vacancy on the Board of Directors occurs, a successor shall be appointed by resolution of the City Council. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:



NICOLE PEYKOV
DIRECT DIAL: (303) 839-3715
npeykov@spencerfane.com

September 19, 2022

VIA E-MAIL

Chad Argentar
Senior Development Project Manager
Office of Development Assistance | City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012
cargenta@auroragov.org

Re: Fitzsimons Business Improvement District– Board of Director Vacancy

Dear Mr. Argentar:

This office represents the Fitzsimons Business Improvement District (the “BID”), located in the City of Aurora, Colorado. The BID was formed pursuant to Ordinance No. 2011-31 and currently has three vacancies on the Board of Directors. Pursuant to Section 31-25-1209, C.R.S., of the Business Improvement Act, and Ordinance No. 2011-31, the Aurora City Council has the power to fill vacancies on the BID’s Board of Directors. As such, the District would like to request the Aurora City Council appoint Scott Procop to serve on the BID’s Board of Directors. Scott Procop is the designated elector of Ursula Brewery, a company that leases property within the boundaries of the BID, and is therefore a duly qualified elector of the BID. Please contact our office if you have any questions or concerns. Thank you.

Sincerely,

/s/ Nicole Peykov
Nicole Peykov

RESOLUTION NO. R2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS
OF THE FITZSIMONS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2011-31 (the “Organizing Ordinance”) organizing the Fitzsimons Business Improvement District (the “District”); and

WHEREAS, there is currently a vacancy on the Board of Directors of the District (the “Board”); and

WHEREAS, Section 4 of the Organizing Ordinance provides that within thirty (30) days following the date on which a vacancy on the Board occurs, a successor shall be appointed by resolution of the Council; and

WHEREAS, the District has recommended that Mr. Scott Procop fill the existing vacancy; and

WHEREAS, Mr. Scott Procop is an elector of the District, as defined by Section 31-25-1203(4)(a), C.R.S., and is therefore qualified for membership on the Board.

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

Section 1. Mr. Scott Procop is hereby appointed to fill the existing vacancy on the Board of Directors of the Fitzsimons Business Improvement District.

Section 2. The City Clerk is hereby directed to cause an executed copy of this Resolution to be provided to the District.

Section 3. Within thirty (30) days of the effective date of this Resolution, Mr. Scott Procop shall appear before an officer authorized to administer oaths and take an oath to faithfully perform the duties of his office as required by law and to support the United States Constitution, the Colorado Constitution, and all laws made pursuant thereto.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Havana Business Improvement District - Operation Plan and Budget (Resolution)
Item Initiator: Chad Argentar, Senior Development Project Manager
Staff Source/Legal Source: Chad Argentar – Senior Development Project Manager /Hanosky Hernandez – Sr. Assistant City Attorney
Outside Speaker: Chance Horiuchi, Executive Director – Havana BID
Council Goal: 2012: 5.4--Improve the health of the city's small business community

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Chad Argentar, Senior Development Project Manager /Hanosky Hernandez, Sr. Assistant City Attorney

Outside Speaker: Chance Horiuchi, Executive Director, Havana BID

Estimated time: 2 mins

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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 Havana Business Improvement District was approved for organization by City Council in 2007. It comprises of approximately 209 properties along a 4.5 mile stretch of the Havana Street corridor from 6th Avenue to Dartmouth Avenue.

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

The Havana BID Board is scheduled to meet on September 22, 2022 to review and approve a proposed budget and operating plan based on preliminary property valuations from the county. In the interim and for this policy committee meeting, the BID has provided a draft of the proposed plan and budget as well as a shorter summary of the key aspects of the 2023 budget and operation plan. The Board is currently obtaining additional district stakeholder feedback regarding 2023 programming which could result in some additional changes to the Operation Plan between the Study Session and Regular Session meetings. Changes, if any, will be identified in the backup material presented at the Regular Session.

The 2023 operating plan and budget anticipates revenues of \$665,508 in property taxes generated **from the BID's 4.5 mill levy and its** portion of urban renewal tax increment from the Buckingham Urban Renewal Area. Specific ownership taxes generate an additional \$34,872 in revenue. Combined with carry over funds from 2022 (\$738,786), the total 2023 budget is anticipated to be \$1,439,366. No additional revenues are projected to be generated from sponsorships in 2022.

The largest increase in expenditures in 2023 over the 2022 budget is in event expenses and marketing. End of year (2023) savings/contingency funds are estimated to be \$638,281. The Havana BID does not anticipate any major public improvements other than its continued communication, marketing, a few district markers, and branding efforts to capitalize on its strengths and economic development activities to promote the prosperity of the Havana Corridor. Additional details of projected plans and expenditures are in the included 2023 Budget Message from the BID. Please note that the Board is currently obtaining additional district stakeholder feedback regarding 2023 programming which could result in some additional changes to the Operation Plan between the Study Session and Regular Session meetings. Changes, if any, will be identified in the backup material presented at the Regular Session.

QUESTIONS FOR COUNCIL

Does the Committee support approval of the resolution and wish to forward this item to City Council Study Session conditioned up inclusion of the completed Operating Plan and Budget?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Havana Business Improvement District with over \$1.4 million in expenditures (inclusive of savings and contingency funds) from new revenues and board reserves.

2023 BUDGET MESSAGE 2023 Preliminary Budget
11.23.2021 Certification of Valuation by Arapahoe County Assessor
HAVANA BUSINESS IMPROVEMENT DISTRICT

DISTRICT SERVICES:

The Havana Business Improvement District (the District) d.b.a. On Havana Street, is a special global business district (Colorado Revised Statutes 31-25-1203) in Aurora/Arapahoe County Colorado created in 2007 by business and neighborhood leaders and Aurora city staff working together to build a stronger and better community. The District actively engages, manages and promotes On Havana Street as a global business corridor and a premier destination for shopping, dining, living, working and visiting. The District works in alliance with business and community partnerships to develop and implement programs that will strengthen the physical and economic vitality of On Havana Street and empower our 209 District properties, 20+ shopping centers and 2,100 diverse business stakeholders.

The District provides programming and benefits to business and commercial property owners located in the District boundaries for 4.3-miles from 6th Avenue to Dartmouth Avenue in Aurora, Colorado, Arapahoe County. Programming includes economic development activities such as keeping an available properties list for the District, working with the city on redevelopment projects and urban renewal opportunities within the District, regular stakeholder communication, hosting monthly meetings to keep everyone informed, and being the liaison between the District, its businesses, the City of Aurora and other public and private partnerships.

Programming also includes business advocacy, stakeholder outreach and engagement, district identity/corridor image improvements, the biennial public art program, art murals, district marker signage improvements, marketing, advertising, and branding efforts for the corridor. The District organizes and hosts monthly events and promotions to stimulate a sense of community and involvement, publishes a monthly e-newsletter, markets/advertises the District and supports monthly promotions through social media, digital/print ads, TV and hotel key card marketing. The District is a diverse and premier destination. The Executive Director manages the day-to-day maintenance and operations, annual local and tourism marketing and advertising, stakeholder outreach, signature events and other initiatives.

In addition to the promotion of the District and its businesses in the corridor, the District provides advocacy, communication, connections to opportunities, resources, and access to funding opportunities. In 2023, we will continue to host a hybrid of in-person and virtual events. We will continue to collaborate with diverse industries in the District, non-profits, and the many community partners.

Our focus will be on stimulating the economy and supporting our businesses in every way possible. Our programming will bring back hosting large community gathering events and continue to host advocacy and workforce development/training workshops, and outreach programming. We will continue lobbying for resources and support services for our business community and connecting our stakeholders to city, state, federal, public health, and community leaders that can impact change. We will explore NEW event and art activations for the corridor and expand upon safety and security initiatives for the stakeholders in 2023. The District is currently receiving proposals for these two 2023 projects to invest back into the corridor and its stakeholders.

BASIS OF ACCOUNTING:

The basis of accounting utilized in the preparation of the 2023 budget for the District is a **cash basis** method. The District's 2023 budget includes projected revenues and expenditures for its general operating fund. The District has no debt service fund, capital projects fund, or any other fund.

IMPORTANT FEATURES OF THE BUDGET: The 2023 budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitations. Emergency reserves have been provided in 2023 (3% of the District's fiscal year spending per TABOR). ****2023 Preliminary Budget: The District prepared a Preliminary Operational Plan and***

Budget for 2023 with the preliminary assessed values from November 23, 2021, at \$129,661,592 and voted on 8/18/2022 at the public budget meeting. *The District received the preliminary assessed values dated on *September 1, 2022 from Arapahoe County at \$129,154,664 after the 8/18/2022 preliminary 2023 budget public meeting.

*Approximately \$665,508 in 2023 is to be raised through a 4.5 mill levy based upon the assessed value of real commercial property which includes the “current year’s net total taxable assessed valuation” from page 2, line 4 of the [Certification of Valuation document from Arapahoe County dated September 1, 2022](#) AV's (\$110,418,593 x.0045) = \$496,884, plus the preliminary 2022 URA property tax increment from page 2, line 3 of the [Certification of Valuation](#) (“total TIF area increment” - URA Property Tax Increment (\$18,736,071x .0045) = \$84,312 as well as an estimated \$34,872 in specific ownership tax. The estimated total revenues are \$700,580 and a 2022 fund balance of \$738,786 with a total of \$1,439,366.

After this report was submitted to the City of Aurora for the Management & Finance Committee, City Council Study Session and regular City Council Meeting the District will receive the Final AV’s for 2022 in late November 2022. *The final AV’s for 2022 to finalize the 2023’s budget will be received in late November 2022 and added to this document to re-submit to the City of Aurora, Arapahoe County and the State of Colorado by 12/5/2022. The BID Board will be hosting an executive meeting on budget line items for proposed 2023 events, the staff salary, and benefits after the submission to Management & Finance Committee. The District will update this report and update the budget for Study Session and City Council in October 2022 to include those approved updates to the budget. [See the attached *Preliminary 2023 budget on page 14.](#)

GENERAL OPERATING EXPENDITURES:

1. **Marketing Budget Expenditures - \$250,000:** Paid out of the District’s General Fund, the Marketing budget includes both business attraction and support accounting **code 65040** and consumer marketing accounting **code 65050**. The consumer marketing includes all TV, digital and print marketing for the Havana Motor Mile, our monthly events, and promotions, and as well as the Havana Motor Mile Tool Incentive Workforce program (see more below). In 2022, we budgeted \$157,000 and in 2023 we budgeted \$250,000 to bring back the pre-Covid marketing budget. **This budget includes our Fox Media & Marketing contract budget of \$219,000, \$21,000 tool incentive workforce program, and \$10,000 for the APS Stadium advertising contract.**

In 2023, the District plans to expand the marketing outreach and account for the proposed increased costs of our ad contracts. Many of the proposed media contracts have increased due to inflation and the District budgeted for the expected increases for 2023.

Fox Media & Marketing will continue to support the purchasing and negotiating of contracts for media productions, creative content, and commercials to promote the corridor. Fox Media assists in the creation of the commercials for 9NEWS platforms and digital campaigns throughout the year promoting our Havana Motor Mile, retail, and restaurants. The increase allows the District to continue a \$40,000 contract for the Lamar Billboards, create new commercials for 2023, produce more impressions for the commercials, expand our Spanish language commercials and banners with 9NEWS, \$21,000 for the tool program and a new \$10,000 APS Stadium title sponsorship.

Havana Motor Mile Workforce Program - \$21,000: The District will continue the automotive technician tool incentive workforce program and increased this allocation \$1,000 from \$20,000 in 2022 to \$21,000 in 2023 to account for the increased costs in shipping the tools and tool chests. The tool incentive workforce program is vital to the Havana Motor Mile.

2. **Special Events Budget Expenditures - \$217,000:** Paid out of the District’s General Fund, the special events budget includes all print ads, event related printing and flyers, entertainment expenses, prizes associated with

event drawings, porta potties, trash removal, temporary events staffing, volunteer food and snacks and other event expenses like signage, stages, barricades, cones, etc. The special events heading includes accounting codes **47430, 47440, 47450, 47460, 47470, 47490 and 47400**. **The \$217,000 accounts for \$117,000 for special events and \$100,000 for marketing of the events and promotions with over 15+ local and diverse publications.**

The Special Events budget will increase from \$125,000 in 2022 to \$217,000 in 2023. We will be exploring other avenues for marketing exposure and increase our presence in local and diverse print publications that reflect more of the diversity of the District's stakeholders and community. The District board and executive director reviewed the 2023 events budget and decided to add additional events. On Havana Street wants to support our stakeholders by helping them foster and strengthen their relationships with one another and local government.

In 2023, the District budgeted \$117,000 to include: \$2000 for community asks for giveaways, prizes and promotions at District events or community events, \$2500 for a Lunar New Year Networking Event in January 2023, \$500 to support Rock it Sock it from January to March 2023, \$500 for a February 2023 stakeholder networking event, \$600 for a February Date Night Giveaway promotion, \$5000 for March 2023 to Celebrate Small Business Month in the District (includes \$500 Giveaway, workshops, & a series of networking events), \$7000 for May 2023 to support Eat On Havana Street Week (includes \$500 Giveaway, media and stakeholder hosted events and stakeholder networking), \$5000 for a Summer Concert/Drive in Movie Night On Havana Street or a sponsored concert at Buckley Space Force, \$1000 for June 2022 for stakeholder networking golf foursomes, \$400 for June 2023's stakeholder networking event, \$600 for July 16, 2022 National Ice Cream Day Giveaway, \$600 for August 2023 for a Summer Giveaway, \$6000 for event promotions, gift cards and prizes at special events, \$1500 for July 2023 wellness or fitness event in the District (in 2022 the District hosted a self-defense/kickboxing class at the Havana Street Global Market with \$10 Milkroll gift cards for attendees), \$5000 for August 2023 Havana Motor Mile themed event, \$5500 for August 2023's Korea Town Aurora's Golf Tournament at Common Ground, \$1000 for August 2023 stakeholder networking golf foursomes with City Council, \$6000 for last days of summer concert in the District, \$6000 for October 2023 concert at The Stampede, \$1500 for October 2023's Halloween Networking Event, \$12,000 for Trick or Treat On Havana Street events and prizes, \$3500 for November 2023's Annual Meeting, \$6500 for holiday giveaways and promotions with Buckley Space Force, \$800 for November 2023's holiday caroling and volunteer gift cards, \$25,000 for seasonal events proposal with Bonfire Events, \$10,000 for seasonal events with Aurora Pro's, \$3000 for workforce related events an workshops. The District is working on event proposals with Bonfire Events Co and Aurora Pros for 2023 events.

Media/Print/Marketing of Events & On Havana Street - \$100,000: **The marketing budget for 2022 was \$50,000 and the District increased the 2023 budget to \$100,000 to get back to pre-Covid marketing efforts for the District.** Due to the changes in the events schedule and expecting price increases with the 15+ publications and media companies we increased our budget for print, digital ads, advertising, and marketing for 2023. **The \$100,000 event ads budget is included in the overall \$217,000 events budget.** We increased the ads budget to market the events to accommodate for the costs increases in the current and future ads we plan to purchase with 15+ contracts and the \$2000 for the event equipment storage locker at US Storage.

\$100,000 for Ads & Promotions for 2023: We budgeted for \$3500 with the Glendale Cherry Creek Chronicle, \$3,500 for Visit Aurora's Visitors Guide, \$1,100 for the Aurora Chamber Directory ad and website digital ads, \$10,000 to include purchasing ads on Buckley Space Force's Orbiter Magazine, computer labs and television monitors, BSF events: Patriot Fest Concert, giveaways on base, Holiday Market events, Breakfast with Santa events, the Turkey Trot Event and the 12 Days of Reindeer Games. The District will continue the local hotel key card ads that include three runs a year at three local hotels and \$12,500. The District budgeted \$3,000 for Asian Avenue Magazine, \$2,500 with foodie and restaurant related publications and platforms like Yelp Colorado, Door Dash, Grub Hub, Uber Eats and more, \$5,000 for Hispanic Media opportunities like Estrella Media TV Denver, \$2,500 for the African Community Media/Newspapers/Newsletters, \$5,000 for three Korean media publications (Weekly Focus, Colorado Times, & Oz Magazine), \$500 with Brock Media for the City of Aurora

Guide, \$2,500 with Lowry Media publications, \$2,500 for social media ads, promotions and boosts, and \$10,000 for 5280 to feature On Havana Street businesses and special edition ads.

NEW in 2023: The District budgeted \$20,000 to explore a contract with the Community College of Aurora or Denver Film School students to produce story telling videos, content creation, and marketing ads for stakeholders and the District. The District budgeted \$7,500 for Aurora TV to produce more stakeholder and event features in 2023. The District budgeted \$4,000 for On Havana Street promotional items. The District also budgeted \$2,400 to explore purchasing OTHER ads throughout the year, reserved that amount to allow for room to accommodate contract negotiations with the current publications and price increases and hold the funds for additional expenses.

3. **Program Management Budget Expenditures - \$20,000:** Paid out of the District's General Fund, the program management budget includes overhead including meeting room rental fees, cell phone, business meeting expenses by the executive director and board directors, copies of backup for board meetings, internet/wifi/mifi, as well as office supplies. Expenses from the District's Business Watch Program and professional fees are also included. This budget category also included renewal of the trademarks. Accounting codes included in the program management budget are **61090, 61080 and 61040**. The budget for 2022 was \$16,500 and the District increased the budget to \$20,000 to accommodate for the additional expenses in overhead expenses, office supplies and miscellaneous program management expenses. We added additional expenditures like our virtual meeting platform costs with Go to Meeting, the BID cell phone and wifi costs, memberships to Canva for graphic designs, and memberships to Microsoft Office 360. We have never used the \$10,000 for emergency snow removal budget, but felt it was still necessary to continue to reserve in 2023. In 2023, the District also expects to replace the Executive Director's five year old District laptop.
4. **District Identity Budget Expenditures - \$70,000:** In 2023, the District allocated \$70,000 with \$40,000 for the Art 2C program, art murals or other district identity improvements (signage, art installations, electric box canvas wrapping) and \$30,000 for three additional district marker improvements. Paid out of the District's General Fund, the District Identity budget includes ratepayer communication expenses, district banners, district identity markers, district marker improvements/stipends paid to property owners, and expenses for our Art 2C on Havana public art program. The District Identity budget includes **accounting codes 65070, 67060, 67090 and 67050**.

District Markers & On Havana Street Panels - \$30,000: In 2023, we have budgeted \$30,000 to add additional district markers at existing monuments. Each opportunity for a district marker is up to \$10,000 per location, therefore the District budgeted for at least 3 district marker improvements in 2023. The District also wants to explore the City of Aurora's 2019 proposal to canvas wrap and brand the existing electric boxes along the corridor. If the City allows for the install of canvas wraps on the electrical boxes then the District plans to reallocate District savings to support further improvements in the corridor.

Exploring other district identity improvements in 2023: The District is also in the process of exploring a large-scale art projection project that may cost \$25,000 to \$250,000 in 2023. This art projection and activation proposal is currently not budgeted for 2023. The local art projection company is presenting to the District and stakeholders on 9/22/2022's public meeting. If the District Board and stakeholders want to pursue an art projection project in 2023, then the District will update the proposed 2023 budget and include the art installation in the documents presented to the City of Aurora's study session and council meeting in October 2022.

5. **Audit & Accounting Budget Expenditures - \$18,000:** Paid out of the District's General Fund, this budget includes all monthly accounting fees and the annual government audit. This budget is **accounting code 61030**. The District decided to continue with the same \$18,000 in 2023 due to the board's request to update our

current account codes, update the format of financials/ledger and track signature event budgets with codes per event, continue the bill.com payment system, account for the any cost increases of a new BID auditor and accountant in 2022.

6. **Website/Branding Budget Expenditures - \$30,000:** Paid out of the District's General Fund, this budget includes all of the website hosting, maintenance, mobile website, SEO on all pages and the business directory listings for all of the District's businesses, new pages, press releases, social media including our Facebook Page, Twitter Account and Instagram account. This budget also includes monthly marketing/branding/website development with Webolutions to uphold our brand, help with event planning and marketing strategy. The board decided to budget the same \$30,000 in 2022 for 2023. \$25,000 of the \$30,000 budget will be designated to the Webolutions contract to manage and create campaigns and \$5,000 will be spent on social media ad purchases, event boosts and other digital marketing online for the corridor and BID businesses.
7. **Insurance Budget Expenditures - \$10,000:** Paid out of the District's General Fund, this includes Colorado Special District Association Membership, Special District Pool Insurance including general liability coverage for all District events and activities, public officials' liability, excess liability, comprehensive crime and fraud coverage, cyber liability, fiduciary liability, property coverage on our district markers and condo newspaper racks. This budget also includes retention of T. Charles Wilson Insurance as our agent working the Special District Pool. This budget includes **accounting code 61050** and the budget for 2023 increased from \$7,500 in 2022 to \$10,000 due to the expected premium increases and the addition of more District Markers and public art installations.
8. **Legal Budget Expenditures - \$7,500:** Paid out of the District's General Fund, this budget includes legal consult by Spencer Fane, LLP, a Colorado Special District Attorney Firm. This budget includes **accounting code 61035** and the budget for 2023 will remain to \$7,500 to account for more legal consult due to new board member appointments, trademark renewals, and District related correspondence.

Salary for Executive Director at \$80,000 & Staff Consulting Budget of \$35,000 – Total of \$115,000: Paid out of the General Fund, this budget covers payroll for one employee salary of \$80,000 and a consultant/1099 budget of \$35,000 to be used as needed by the Executive Director and Board. The District Board has not voted on the 2023 Executive Director's salary and bonus. All other dependent payroll costs (Worker's Compensation, Retirement Savings Match, ADP, and Payroll Taxes) shall adjust automatically to the new salary amount after the Board hosts an executive meeting on the employee's salary and benefits for 2023. The \$35,000 proposed consultant budget was allocated to help the Executive Director in 2023. \$10,000 for additional event consulting and \$25,000 for additional marketing consulting.

9. **Medical Insurance & PTO -\$7,000:** The district no longer has a group medical plan with one employee and does not provide a medical insurance benefit for the executive director or staff. It was not legal for the District to offer Group Health Insurance for a group of 1 employee, and the District was advised by the health insurance broker to pursue an ICHRA benefit program through Wage Works and Health Equity for the executive director's compensation. The Individual Coverage HRA was announced in 2019 and is a company-funded, tax-advantaged health benefit used to reimburse employees for personal health care expenses. Unlike other HRAs, the ICHRA is available to businesses of any size, which allows for the District to qualify with one full time equivalent on staff. Due to Covid-19, the District was advised that health insurance premiums in 2022 will significantly increase. The board approved allocating \$6,000 towards an ICHRA account and \$1,000 towards the administration fees for the ICHRA to support medical insurance with Kaiser Permanente and plans for vision and dental. The ICHRA can also include covering all eligible medical expenses. The board likes that the District is supporting a BID stakeholder like Kaiser Permanente in the corridor. In 2020, The District Board also voted to increase the staff's Paid Time Off (PTO) from 10 days to 15 days in 2021. This PTO is still honored for the Executive Director for 2022. In 2022, the District contributed \$6,000 to the ICHRA for the Executive Director and \$1000 in admin fees for Wage Works and Health Equity.

The Board has not voted on the Executive Director's medical compensation for 2023 yet so the District proceeded with the 2022 allocations for the preliminary 2023 budget year submission.

10. **Retirement Savings options - \$2,400:** Paid out of the District's General Fund. The board will provide an optional 3% retirement savings match for employees. \$2,400 is allocated for the Executive Director's retirement savings match in 2022 and estimated \$2400 is 3% of the 2022's salary. *In the preliminary 2023 budget, the District allocated the 2022 budget and plans to update this budget after the Board is able to address the compensation for the 2023 budget.*
11. **ADP Fees -\$2,000:** This budget includes accounting code 61035 and the budget for 2022 will increase from \$1,700 budgeted in 2021 to \$2,000 in 2023. In 2023, we budgeted for \$2,000 due to the rising costs of ADP and estimated the ADP fee cost for less than 5 FTE's is about the same as the 2FTE or 1FTE that we have been budgeting for.
12. **Staff Professional Development/Training - \$1,500:** The board continued to allocate \$1,500 in 2023 for staff professional development and training. The board budgeted \$1,500 to allow for the executive director to attend special district conferences, training, workshops, and networking in 2023.
13. **Staff Mileage - \$4,000:** Paid out of the District's General Fund. This is the standard federal mileage allowance for businesses for employees, estimated to be \$4,000 in 2023, based upon past years' expenses and more driving now that in-person events and gathering is no longer restricted due to Covid. This budget was decreased from \$6,400 in 2021.
14. **Stakeholder & Community Relations - \$5,000:** The budget remained the same as 2022 to continue the stakeholder relations and hosting opportunities for the board and Executive Director. In 2021 & 2022, due to the pandemic recovery and hosting of the local leaders and business round tables the board wanted to continue the budget to cover the costs of the tours and hosting for stakeholders. For example, this budget would support stakeholder engagement opportunities like if future state legislators visit and tour the businesses, then the District can host the accommodations for the lunch. This budget can also support opportunities with hosting the Aurora Police Academy tour with 35 recruits at various businesses or networking and community relations events like, "Coffee with a Cop" at LaMar's Donuts. This budget is also to be used as a petty cash fund and/or expenses for the board and executive director to spend as required to support day-to-day BID business.
15. **Board Development/Strategic Planning - \$10,000:** This is paid out of the District's General Fund. The board has budgeted for \$10,000 in 2023 to account for any board training, development, networking opportunities and the District's strategic planning.
16. ***Prelim Board Reserves - \$638,281:** *This is the estimated and preliminary 2023 budgeted amount.* \$638,281 was set aside for contingency and savings. This is the unallocated money in the bank account that can be reallocated by the board throughout the year as the need arises.

This budget is significantly more in 2022 and 2023 to reserve funds and savings for future deficits to the Assessed Value collections from our 4.5 mil levy and reserve funds for future years, savings towards a second employee and future district identity improvement projects and large-scale events. The District is exploring security and safety initiatives and programming. Some of the proposed projects for 2023 range from \$25,000 to \$250,000 for 2023. However, the proposals are still being reviewed and have not been included in this preliminary 2023 budget yet.

*This budget item will increase or decrease based on the final 2022 AV's that are shared with the District after the October 2022 submission of the budget to the City of Aurora. *Typically, after the final AV's are shared with the District, any additional funds not allocated or budgeted for are added to the board reserves. For example, in*

past years if the BID's preliminary AV's were \$550,000 and the final AV's were \$600,000 then the District would re-allocate the additional \$50,000 of unexpected funds to the contingency and savings. By adding additional funds to the contingency and savings line item allows for the District to not have to re-approve any other budget line items at a public meeting.

17. **Reserves Fund (3% Reserved Required through TABOR) - \$17,233:** The emergency fund for fiscal year 2023 will be equal to 3% of the District's fiscal year spending.

DEBT SERVICES FUND/EXPENDITURES: None. N/A. The District currently does not anticipate seeking the approval of the District's electors for the authorization and issuance of additional debt.

ANTICIPATED PROJECTS: The board budgeted for the cost of construction of a three new District Markets in 2023 and is expecting to add two more Art 2C public art program locations and public art sculptures to the 2024-2026 program year as the projects are approved by the City of Aurora. The board plans to continue the Havana Motor Mile Auto Technician Tool Incentive program in May of 2023, as described above. The District anticipates that the increases in our marketing and events budgets will expand their community partnerships with contracts with Bonfire Events Co, Aurora PROS, Community College of Aurora, Denver Film School, APD Stadium, Lamar Billboard, Buckley Space Force, Aurora TV and others to support hosting events and marketing efforts with stakeholders in the District. The District wants to support the continuation of the Havana Multi Modal Study proposed improvements as the opportunities arise. The study shared opportunities for more District branding at certain intersections. The District also anticipates exploring a contract with the City of Aurora's traffic to add public art canvas wraps to the electric boxes along the corridor. The City proposed this opportunity in 2019 prior to Covid-19 budget restrictions and in 2023 the District would like to explore implementing these additional improvements with the board reserves.

See the Preliminary 2023 Operational Plan for additional details.

Havana Business Improvement District					
Proposed Budget					
General Fund					
For the Year Ended December 31, 2023					
	Actual 2021	Adopted Budget 2022	Actual 8/31/2022	Estimate 2022	Proposed Budget 2023
Beginning fund balance	\$ 441,364	\$ 585,260	\$ 643,321	\$ 643,321	\$ 738,786
Revenues					
URA property tax increment	\$ 89,706	\$ 73,329	\$ 90,779	\$ 90,779	\$ 84,312
Property tax revenue	438,451	510,148	490,519	509,000	581,196
Specific ownership taxes	35,557	40,812	24,577	35,700	34,872
VA relief funds	20,000	-	-	-	-
Interest income	201	200	2,051	3,000	200
Miscellaneous Income	628	-	369	369	-
	584,541	624,489	608,295	638,848	700,580
	1,025,905	1,210,749	1,251,616	1,282,169	1,439,366
Expenditures					
Special events					
Event expenses		125,000	-	-	217,000
Promotional	45,656	-	43,591	60,000	-
Printing & graphics	3,480	-	-	-	-
Entertainment	2,200	-	-	-	-
Gift Cards/Cash prizes/Promotions	10,408	-	18,166	20,000	-
Other event expenses	6,637	-	8,240	25,000	-
Special events total	68,381	125,000	69,997	105,000	217,000
Program management					
Supplies	5,584	16,500	38	70	20,000
Overhead	-	-	5,990	9,600	-
Program management total	5,584	16,500	6,028	9,670	20,000
Printing & graphics					
Miscellaneous & mileage	1,725	3,200	2,174	3,200	4,000
Salary	73,350	80,000	53,300	80,000	80,000
Medical Insurance Reimbursement ICHRA Wage Works Health Equity (\$6500 +	2,789	7,000	5,968	7,000	7,000
Retirement match (3% retirement savings match)	5,260	2,400	2,174	2,174	2,700
Payroll tax 7.65% of Emp. Salary)	6,301	6,000	4,076	6,120	6,500
Professional training	263	1,500	-	-	1,500
Accounting & Annual Audit	13,677	18,000	8,459	14,000	16,000
Legal	5,136	7,500	808	5,000	7,500
SDA Bid Insurance	7,777	7,740	8,722	8,722	10,000
Stakeholder relations	1,105	5,000	1,247	5,000	5,000
Board development	2,474	10,000	2,249	7,500	10,000
Consulting (\$10K EVENT + \$25,000 MARKETING)		18,250	-	2,500	35,000
Business attraction & support	1,836	-	862	862	-
Treasurer fees - Tax Revenue - (1.5% AVs)	6,580	7,652	7,327	7,635	7,652
Consumer marketing (HMM Kim Fox Contract \$219K + \$21K Tool Program + \$10K APS STADIUM)	114,263	157,000	91,464	192,000	250,000
Website & branding (\$30K Webolutions + \$5k Social Ads)	24,731	30,000	6,726	25,000	30,000
ART2C expense & district identity/District Markers/Art murals	39,492	70,000	26,926	60,000	70,000
ADP Payroll fees	1,860	1,700	914	2,000	2,000
Contingency/Savings	-	619,074	-	-	638,281
Emergency reserve (REQ 3% Tabor on total expenditures w/o the treasurer's fee v	-	17,233	-	-	17,233
					803,852
Total Expenditures	382,584	1,210,749	299,421	543,383	1,439,366
Fund balance - ending	\$ 643,321	\$ -	\$ 952,195	\$ 738,786	\$ 0

2023 Preliminary Budget with YTD 8 31 2022 Financials



2023 PRELIMINARY OPERATING PLAN & BUDGET

I. SUMMARY: *THIS OPERATING PLAN & BUDGET FOR 2023 WAS CREATED WITH THE FINAL 2022'S AV'S TO BE SUBMITTED BY 9/19/2022 TO THE CITY OF AURORA'S MANAGEMENT AND FINANCE.

**The District has requested an extension for submission. The District is preparing a Preliminary Operational Plan and Budget for 2023 with the preliminary assessed values from November 23, 2021. In order to prepare a preliminary operational plan for 2023 to the City of Aurora by early September 2022, the District Board voted on August 18, 2022 utilizing the final assessed valuation for the 2022 Budget from the November 23, 2021, final assessed valuations.*

The 2023's budget and the 2022 final assessed valuation will not be received until after the City of Aurora's Management and Finance and Study Session meetings on 9/27/2022 and 10/25/2022. ***This is a preliminary plan and budget to present to the City of Aurora. The District will update this preliminary budget for 2023 after they receive the final assessed valuation.*** Our District attorney Tom George at Spencer Fane LLP advised the District that due to the delay in receiving the assessed valuation certifications from the Assessor, the District can use the previous year's assessed valuations certifications presented on November 23, 2021, as a reasonable estimate for 2023's budget year in August 2022. The Final Budget is due on December 5, 2022.

The Havana Business Improvement District (the District) is an assessment district designed to improve the economic vitality, value, and overall commercial appeal of the Havana corridor between East 6th Avenue and East Dartmouth Avenue. The District is financed through a 4.5 mill levy based on the assessed value of real commercial property. The District received its first funding in 2008. The District provides valuable business advocacy programming and benefits to business and commercial properties located along the corridor. The District focuses on economic development, establishing a district identity for the area, cultural community events and advocacy programs. The District services are in addition to the services along the corridor currently provided by the City of Aurora and Arapahoe County.

Name: Havana Business Improvement District dba On Havana Street

Boundaries: The District's boundary encompasses the commercial property on both sides of Havana Street and South Havana Street from East 6th Avenue to the north and East Dartmouth Avenue to the south in the City of Aurora in Arapahoe County. A map of the BID boundary is on page 32.

BID Programs: Our overall goal continues to be economic development of the Havana Corridor. The District has defined three major program areas, listed below. The general goals for each program area for 2022 are as follows. **More details about the specific projects and activities under each of the programs can be found in the "Recap of 2022 BID Activities" starting on page 4 of this operational plan.**

General Goals by Program:

Project Management/Stakeholders' Communication/Governance:

- Keep an open line of communication with our stakeholders' and our Havana District neighbors, engaging them in our plans and economic development activities to promote the prosperity of the Havana Corridor and adjacent neighborhoods.
- Hold monthly BID board meetings which are open to stakeholders and the public & host an annual stakeholders' meeting in November.
- Publish our monthly E-newsletter, post important announcements on the homepage of the OnHavanaStreet.com website and social media as the need arises.
- Continue regular email communication with stakeholders', regular in-store visits and connect/promote via social media platforms.
- Continue relationships with the City of Aurora, CDOT, RTD and RTD contractors, Arapahoe County and other entities that interact with the Havana BID.
- Continue to coordinate BID efforts and day-to-day project management.

General Goals by Program:

Project Management/Stakeholders' Communication/Governance Continued:

- Encourage board members and stakeholders to provide input and take the lead on projects and committees.
- Continue to utilize and improve our Business Watch Program.

Economic Development & Marketing/Business Consulting & Advocacy:

- Continue to advocate for our stakeholder businesses by acting as a liaison between our stakeholders and the city, county, and other entities; continue to work with the City of Aurora on efforts and programs to help small business.
- Provide new and existing businesses support
- Continue to maintain an available properties list and respond to requests from business owners and developers looking to expand or locate to the Havana Corridor.
- Continue to focus the budget and our efforts on economic development and marketing/branding of the District.
- Continue special events & promotions to attract people into the District and highlight our businesses.
- Continue to track the effectiveness of marketing efforts and measure successes as possible through sales tax revenue data, website statistics, and TV/radio statistics and other means.
- Continue to support the stakeholders during the Covid-19 recovery and other city, state and federal mandates and regulations.

District Identity & Image/Community Sense & Involvement:

- Continue to promote a sense of community & involvement through the monthly Life On Havana Street E-Newsletter, our TV, print, digital promotions, the OnHavanaStreet.com website and our social networking sites like Facebook, Instagram, Yelp, Google, and You Tube.
- The Executive Director will continue to attend Ward III and IV town meetings when available to keep the neighbors and consumers informed about BID activities and plans.
- Continue District marker sign maintenance and replacements as needed.
- Continue assisting the stakeholders with maintenance, code enforcement issues and the graffiti removal program.
- Continue to define our brand by creating a sense of belonging through marketing and special events, portraying On Havana Street as the place to come for your everyday purchases, as well as for unique, high-quality experiences in shopping, dining, and living and more.
- Continue to brand and market the Havana Motor Mile as the premiere destination for everything automotive.
- Continue to brand and market the Eat On Havana Street brand of 100+ diverse restaurants and food services as a destination for global eats, & attract diners and foodies all over the world.
- Continue to work with the city, the property owners, and Dream Finders Homes/Legend Partners to move forward on redevelopment of the former Fan Fare property and soon to be Argenta to create a sense of community and a gathering place, in accordance with the Havana North Urban Renewal Plan.

District Identity & Image/Community Sense & Involvement Continued:

- Continue the Art 2C On Havana, public art program in coordination with the Aurora's Art in Public Places Commission and install *12 new sculptures biennially.
- *The Art 2C On Havana originally had 13 sculptures and concrete art pads at 13 District stakeholder properties; however, in May 2021 the Autawash/AutaLube properties were sold to Cobblestone Auto Spa and are now under redevelopment. The 2020-2022 sculpture at Autawash was removed, placed in storage on 5/19/2021 and the concrete pad will be demolished in the redevelopment of the property. Autawash closed, sold to new car wash company, Cobblestone Auto Spa, took ownership on 6/2/2021 and they plan to demolition of building for redevelopment for a grand opening this winter season.
- *A new art pad location will be installed in late 2022 by Kum & Go – Havana & Jewel to replace the Autawash location. However, the 13th art pad and redevelopment of the Kum & Go property will not be available for a public art sculpture until Early 2023, missing the 2022-2024 Art2C program timeline. After the Kum & Go – Havana & Jewel hosts their grand opening in early 2023, the District will include the Kum & Go – Havana & Jewel as the 13th location in the 2024-2026 Art2C Exhibition public art program.

- In 2021, The District and the City of Aurora’s Art in Public Places attempted to relocate the 13th sculpture and install a new concrete art pad at another property. However, due to COVID-19 challenges, concrete costs, wear, and tear on the sculpture and not being able to contract a concrete contractor for a small concrete pad install, the District decided it was best to not re-install the 13th sculpture for the 2020-2022 Art 2C program. Due to these unforeseen circumstances and challenges in 2021, the District continued the Art 2C program with the 12 existing locations in the call for art in 2022-2024 and that the 13th location would be at Kum & Go – Havana & Jewel after their construction. The District does plan to include Argenta when the housing development is completed. If the Argenta is completed by 2024 then Argenta will be included in the 2024-2026 Art2C as the 14th location in the District’s public art program with Art in Public Places.

Basis of Accounting: The basis of accounting utilized in preparation of the 2023 budget for the District is the cash basis. The District’s budget includes projected revenues and expenditures for its general operation fund. (Please see the attached proposed 2023 budget on page 34).

Budget: *The District prepared a Preliminary Operational Plan and Budget for 2023 with the preliminary assessed values from November 23, 2021, at \$129,661,592 and voted on 8/18/2022 at the public budget meeting.*

** The District received the preliminary assessed values dated on September 1, 2022 from Arapahoe County at \$129,154,664 after the 8/18/2022 preliminary 2023 budget public meeting. Approximately \$665,508 in 2023 is to be raised through a 4.5 mill levy based upon the assessed value of real commercial property which includes the “current year’s net total taxable assessed valuation” from page 2, line 4 of the [Certification of Valuation document from Arapahoe County dated September 1, 2022](#) AV’s (\$110,418,593 x .0045) = \$496,884, plus the preliminary 2022 URA property tax increment from page 2, line 3 of the [Certification of Valuation](#) (“total TIF area increment” - URA Property Tax Increment (\$18,736,071x .0045) = \$84,312 as well as an estimated \$34,872 in specific ownership tax. The estimated total revenues are \$700,580 and a 2022 fund balance of \$738,786.*

*After this report was submitted to the City of Aurora for the Management & Finance Committee, City Council Study Session and regular City Council Meeting the District will receive the Final AV’s for 2022 in late November 2022. *The final AV’s for 2023’s budget will be received in late November 2022 and added to this document to submit to the City of Aurora, Arapahoe County and the State of Colorado by 12/5/2022. The BID Board will be hosting an executive meeting on budget line items for proposed 2023 events and the staff salary and benefits after the submission to Management & Finance Committee. The District will update this report and update the budget for Study Session and City Council in October 2022.*

Methodology: In order to allocate the costs of the services and improvements to be furnished by the BID in a way that most closely reflects its benefits, the BID will collect a property tax levied on real commercial property. The BID mill levy is 4.5 mills, as approved by BID stakeholders in the Tabor Election in November of 2007. One mill is equal to \$1 per \$1000 of assessed value.

Bonding: Any bonding would require a vote of electors. The BID shall be authorized to issue bonds in the future at the discretion of and in such amounts as may be determined by the BID board of directors. Approval of a majority of BID electors who vote at an election called for the purpose of authorizing such bonds would be required. **No bonding is planned at this time.**

Term: The Havana BID is a perpetual BID with a mandatory ratepayer and City Council review period every 5 years. The review will allow for appropriate adjustments to the BID boundary, assessment methodology and/or programming, and will allow business and property owners to address and respond to changes as they occur along the corridor.

City Services: BID services will be in addition to any City services currently provided.

Governance: The BID is managed by a 9-member Board of Directors, all of whom are voting members. At least two-thirds of the board seats shall consist of owners of real property or their representatives within the district. The board will also consist of both large and small property owners and will represent a diverse mix of property use types. At least one board member shall be an elector located in the following geographic segments of the district:

- North of Alameda Avenue
- South of Alameda Avenue and North of Mississippi Avenue
- South of Mississippi Avenue and North of Parker Road

Dissolution: The BID may be dissolved if property owners representing more than 50% of total acreage and assessed value submit petitions to dissolve it or if the BID fails to submit an operating budget for two successive years.

II. Annual Report & RECAP OF 2022 BID ACTIVITIES BY PROGRAM:

2022 Project Management: In 2022, the Executive Director worked with BID board members to manage major ongoing projects including:

1. COVID-19 Recovery Assistance Continued in 2022: 2020 Challenges Rolled into 2022 Challenges: On Havana Street experienced over 112+ closures reported in March 2020 during the State of Colorado Stay at Home orders and closures. 90 out of our 100+ restaurants remained open as essentials businesses for take-out, delivery, drive thru and Colorado Curbside only. However, many of the 90 restaurants struggled to operate only on take out revenue and sourcing inventory of PPE and products. In early 2020, our 20+ auto dealers closed for in-person auto sales for a short period; however online sales and auto repair and services remained opened as essential businesses. The other automotive businesses remained opened during the mandate/shutdowns as essential businesses.

Although in 2022, there were no mandated shutdowns, limited capacity limits, vaccine challenges or changing restrictions, many District stakeholders were challenged with increased crime, payroll challenges, significant inflation costs, minimum wage challenges, workforce shortages, import and export delays in inventory and much more. The many diverse industries in the District's corridor are still challenged with recovering from the 2020 & 2021 Covid-19 roller coaster.

The District supported the corridor through resources, funding, programming, and communications. Although the shutdowns and closures remained less severe and restrictive as compared to 2020 and 2021's industry shutdowns, mandates, and in-store/in-door dining closures, 2022's challenges included other difficulties that strained the recovery efforts of the District. We offered resources and programming to support the continuation of the increased crime, auto thefts, inflation impacts, workforce shortages, hiring challenges, supply chain challenges, access to capital and funding, access to inventory, price increases, vaccination/booster hesitations, vaccine access for workforce and lots of uncertainty with the pandemic recovery for many of the industries along the corridor.

Hosting Outreach & Roundtable Events to Keep a Pulse on How Businesses are Doing: After hosting regular roundtable, outreach and networking events, many stakeholders have expressed the same on-going challenges and expect more challenges this holiday season. We have received positive feedback on the roundtable, outreach, networking events and plan to budget to host more in 2023.

Corridor Safety Outreach: The District actively worked with stakeholders regarding safety and crime concerns. APD regularly attended the District's monthly board meetings and stakeholder outreach events. APD also provided a crime analyst, data reports and security/safety audits of properties for the District's stakeholders. The District co-hosted the APD's academy, community groups and APD community engagement staff for District tours for more diverse business and community engagement. The tours and positive engagement with our diverse business owners have been well received and hope to engage more of the District in 2023.



Quarterly Crime Outreach, Stakeholder Networking, & Business Roundtables with Community Leaders: The increase in crime post Covid-19 has been extremely difficult for so many businesses. The District and Board of Directors budgeted to host quarterly meetings in the District for the community to establish better relationships with leaders, city and local government officials and to build a network of resources to combat crime. **Strengthen Community Partnerships and Stakeholder Engagement to Focus on Crime Preventions for the District:**

The District partnered with Mayor Mike Coffman, City Council Members, APD Police Area officers and detectives, Division Chief Cassidy Carlson, Captain Hanifen, Chief of Police Dan Oates, Aurora Mental Health, local legislators, State Senator Janet Buckner, Senate District 28, State Representative Naquetta Ricks HD 40, State Representative Iman Jodeh HD 41, the District Attorney John Kellner and others to host quarterly crime public meetings for business stakeholders. These meetings have been valuable in creating programs,

ordinances and future polices to help the impact of crime for the community. The quarterly meetings were scheduled to discuss ideas to reduce retail theft and allow businesses to share their challenges with crime. These public meetings have also allowed for more funding and grant opportunities for District stakeholders.

The quarterly stakeholder networking and meetings shared updates and solutions to the crime the community is experiencing. Updates on local ordinances, resources, and programs that the City of Aurora, Arapahoe County, and community engagement have been very impactful in helping to reduce crime in our community. The meetings were hosted in the District stakeholder businesses and invited all Aurora local retail outlets and businesses to attend and engage in the conversation. The lively discussions about on-going challenges with crime, workforce, and their experiences on navigating the recovery of COVID-19 have been vital to create new policies and ordinances to combat crime challenges at the municipal, county and state level.



Assisted Businesses with Operating with Staff Shortages and Limited Hours: Due to the roller coaster of the uncertainty of the pandemic recovery and its impacts to the economy many businesses along the corridor struggled to re-open or operate at full capacity or with limited hours of operation. We utilized our ad budgets and social media to promote hiring and job opportunities in the corridor. The District assisted in programing and updating online platforms, emails, website blogs, newsletters, jobs postings, and social media to keep customers and visitors informed on the on-going changes of the businesses in the District.

Created a Jobs On Havana Street webpage: The District supported and promoted opportunities with community partners for job fairs and workforce training programming. We created a [Jobs On Havana Street](#) page to support the stakeholders and promote the jobs available in our district. This page was promoted with our community partners, Anschutz Medical Campus students, workforce agencies, school districts and Buckley Space Force.



Promoted the Career Launchpad by MSU Denver: Metropolitan State University of Denver (MSU Denver) has recently launched a unique program, [Career Launchpad](#), that offers affordable online courses in various fields. Through these noncredit offerings, someone can test the waters in a new field, upskill their resume, or pursue additional education. Learn More [Here](#).

Promoted and Supported Access to Equity Vaccine & Booster Community clinics in the corridor and in the nearby communities of On Havana Street in 2021 and 2022. The District promoted Equity Vaccine Clinics with other community organizations for the District's workforce and community at large. The District, the City of Aurora, City Council, the NAACP, African Leadership Group, Aurora Asian Pacific Community Partnership, Colorado Alliance for Health Equity and Practice – Family Medicine Clinic (CAHEP – FMC - Dr. Alok Sarwal) and the Colorado Primary Care Clinic (Dr. Dawn Fetzko), Second Chance Center and Aurora Sister Cities International and many other partner organizations partnered on various COVID-19 Equity Vaccine Clinics. We promoted the **incentive programs and access to boosters** at various community events and festivals. There were also regularly scheduled **mobile vaccine clinics** at various businesses along the District at Mariscos el Rey Dos, Gardens on Havana, Baskin Robins, King Soopers, Concorde and more. The District also promoted the access to testing centers monthly in their e-newsletter to the local workforce. The District encouraged **Community Vaccine Clinic Partners to provide resources and services in different languages** that reflected the community. Many of the equity clinics and testing centers in the community provided translators, fluent in about 20+ different languages to aid recipients, in the process of receiving vaccines or testing. The languages represented were Spanish, Amharic, Tigray, Korean, Vietnamese, Mandarin, Cantonese, German, Dutch, French, Italian, Turkish, Azari/Azerbaijani, Farsi, Somali, Oromo, Arabic, English, Hindi, and American Sign Language.

Promoted the RTD's Zero Fare Opportunity to OHS Workforce: For the month of August, RTD offered #ZeroFare across the entire system during Colorado's high ozone season. Customers did NOT have to purchase mobile tickets or use fare products as RTD aimed to help reduce ground level ozone by increasing the use of public transit. **Learn more at <https://rtdden.co/3uRYkxH>**

Promoted & assisted property managements and stakeholders with fulfilling empty and available leases: We continued to receive inquiries from other businesses wanting to relocate and open in Aurora, On Havana Street. Chance hosted in-person driving tours of available properties and virtual Google map tours on Zoom of the District to community partners, hotels, marketing companies, city council candidates and developers.

Other COVID-19 Recovery Efforts Continued in 2022:

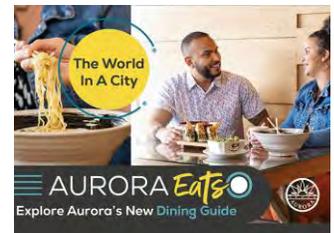
- **Grant assistance and advocacy: The District was an active advocate for the relief programming and funding for Aurora and Colorado businesses.** The executive director attended meetings, roundtables, networking events, outreach conferences, and virtual calls to lobby for more funding and programming. The District shared, promoted and assisted businesses in sourcing funding and relief programming. Many of the small businesses in the District depended on the relief programming to survive the continuing roller coaster of 2020 into 2022. **Many of the District's business testimonies for relief efforts created additional programming and relief funding for Aurora businesses. The District is very grateful to the City of Aurora's Mayor and City Council for advocating for the District and the diverse corridor.** The [American Rescue Plan Act \(ARPA\) grant funding](#) through the City of Aurora helped many businesses in the District survive the unexpected challenges in 2022. The ARPA grant funding for [small businesses](#) and the [Aurora Safety and Security Grant Program](#) were an integral part of the District's pandemic recovery and assistance with navigating the impacts of increased crime and staff shortages.
- **Funding Opportunities & Workshops:** Researched, hosted, and promoted every funding campaign and workshop available to the business community. The executive director researched and networked locally and nationally to share funding opportunities that the stakeholders would qualify for. Here are some of the more recent funding opportunities shared with the District: AAPISTRONG Nest Cam Kits from the [National ACE](#), [CAPAW](#) and Google Nest to provide AAPI-owned small businesses with security support, [Door Dash Accelerator Program](#), [Verizon Small Business Digital Ready \\$10,000 grant opportunities](#), [The Colorado Health Foundation](#), [Aurora South Metro SBDC's workshops: Funding Options: Quarterly Panel and Resource Webinar](#), [Unfinished Business by Hennessy US](#) (Unfinished Business is a program by Hennessy that provides immediate relief and long-term support to Black, Asian, and Latinx small-business owners), [Colorado Office of Economic Development and International Trade \(OEDIT\) – Business Funding and Incentives](#), [Funding and Resources for Small Businesses with African Chamber of Commerce Colorado](#), [COVID-19 Resources: A Short list for immigrants and refugees](#), [City of Aurora Rental Assistance Program](#), [Home Care and COVID-19](#), [OEDIT MBO – Business Foundations Technical Assistance Program](#), [The Black Ambition Prize](#), [CEDS FINANCE](#) – micro loans and funding programming, [Mi Casa Resource Center](#), [Denver Economic Development & Opportunity](#), [Mile High United Way's United for Business programs](#) (website development & free consulting services), [Denver Score](#), [Inner City Capital Connections \(ICCC\)](#), [African Leadership Group Funding and Programming](#), Energize Colorado's [Energize Community Program \(ECP\)](#), that aligns with the [African Leadership Group Business Entrepreneurship Workshop](#), [Minority Small business grant - Startup & Small Biz Fund 1, 2 & 3](#), [National ACE's Small Business Resource Center](#), [National ACE AAPIStrong Grants](#), [Charge Ahead Colorado](#) and many more.
- **Helped the District save on Energy Costs and Engage in energy saving programming: Xcel EnergyColorado** - Partners in Energy offered Business Energy Assessments to help businesses understand their business' energy use and provided energy efficiency opportunities. Stakeholders could start saving on utility bills and maintenance costs at a time when there were not many grants available to support increased costs in their utility bills. **Learn more at [XcelEnergy.com/EnergyAssessments](#).** On Havana Street & Partners in Energy scheduled back-to-back visits to 30+ businesses on two minority owned properties on 8/9 and 8/10 to share resources and savings. **As of September 2022, 50+ businesses participated in the assessment, received installations of new LED lighting, and engaged in the saving programs with Xcel Energy.**
- The District also promoted the applications for Xcel Energy's fast charging EV stations and the [Charge Ahead Colorado](#) programming where businesses [could save up to \\$50,000 with EV installs at their properties](#).
- **District Gift Card Support and Marketing:** We purchased over \$15,000 in gift cards from BID businesses to support them during the challenging months and especially during the restrictions with limited capacities. These gift cards were purchased from the event giveaway budget and the Holiday Promotions/Secret Santa gift card giveaways. Our District shared that gift card purchases and support helped many of them get through challenging weeks where revenue was down over 50% in sales.



- The District worked with [Mile High United Way's United for Business](#) and utilized their resources and advocacy programming to help businesses with lease negotiations, legal, accounting, website development improvements and much more.
- **Business Check-In's:** The Executive Director regularly checked in with our businesses with in-person visits, phone calls, texts, emails and through direct messages on social media. The Director asked how the BID could help, shared resources, updates, and grant funding opportunities.

Other COVID-19 Recovery Efforts Continued in 2022:

- **Partnered with Antonio Soto at the Minority Business Office - [Business Foundation Technical Assistance Program](#)** - The MBO uses this tool as an equity tool to ensure minority and all small businesses are better prepared to do business in Colorado and have better chances when applying for grants, loans, and financial incentives. Your organization can use this program as your equity tool too, especially for start-up business. Contact: Antonio Soto, pronouns: He,His,Him,EI,Ellos, MBO – Director, Minority Business Office – OEDIT, C: 720.556.6039, 1600 Broadway, Suite 2500, Denver, CO 80202, Antonio.Soto@state.co.us | oedit.colorado.gov/mbo
- **Workforce Childcare Assistance and Programming:** Advocated and shared [Child Care Assistance Program](#) resources and funding with the BID workforce. The [Child Care Assistance Program by Arapahoe County](#) is the Low-Income Child Care Assistance Program (CCAP) that helps eligible families with the costs of child care for children from birth to age 12 while the parents work toward self-sufficiency.
- **Hosted and promoted Covid-19 resources and workshops to the BID** and partnering with the SBA, SBDC, CRA, local chambers, Mile High United Way, Arapahoe/Douglas Works!,The Chamber's Diversity & Inclusion Council, CWEE & many more.
- **Introduced the Covid-19 Recovery Workforce programming** to our businesses and their property owners
- Shared business resources by [Arapahoe County](#) and the [City of Aurora](#) & promoting the vaccination awareness campaign in various languages to the BID and community.
- Promoted Covid-19 legal help from the African Chamber of Commerce, African Leadership Group, [Colorado Restaurant Association](#) and [Mile High United Way's United for Business](#) programming.
- **Continued the Eat On Havana Street promotions for our 100+ restaurants:** We continued to promote take out, curbside pick-up, outdoor/patio dining, and delivery for our restaurants and international markets. We also worked with the City of Aurora, Visit Aurora and community partners to feature our restaurants on the online City of Aurora's [Discover Aurora Eats](#) and a [Visit Aurora takeout webpage](#) featuring our restaurants.
- **Resource Sharing & Updates:** The District shared resources from the state and their many departments, Tri-County Health Department, the Colorado Restaurant Association, & SBDC regarding mandates, resources, and funding opportunities. The District shared blogs and news updates on ways to help small businesses or shared access resources during this crisis. We collaborated with hospitals at the Anschutz Medical Campus and Children's Hospital of Colorado and shared resources and flu vaccines/Covid-19 testing opportunities.
- **Active Engagement and Daily Posts on Social Media Platforms:** We shared daily Covid-19 updates, blogs, and social media support for the businesses. During the pandemic, we continued to post 5-10x a day to promote the BID businesses. We created social media stories, highlights, reels and shared them with collaborators so that the posts would go viral with more engagement and impressions. In 2022, the District collaborated with social media influencers, auto You Tubers to promote the Havana Motor Mile, food bloggers to promote our restaurants, social media content creators to promote our retail and BID businesses. The collaboration and promotions continue to be a huge success for The District. Many of the influencers and bloggers created content for some small businesses and even shared promotions to support our corridor daily.
- **Promoted the [Upcoming City of Aurora Tax and Licensing Classes](#) shared with the BID businesses and invited the Tax and Licensing leadership to OHS events and public meetings for businesses to engage one on one with city staff.** We want our District to have personal relationships and engage more with their local government.
- **Business Outreach & Engagement:** Monthly we hosted round table discussions, On Havana Street district tours, small business outreach events and phone calls with the Governor Polis, Representative Jason Crow, local Chambers, Tri-County Health Department, Mayor Coffman, city council members and Colorado legislators. The one-on-one calls, in-person coffee meetings and regular updates with city council members and the mayor truly went a long way with the BID businesses during the uncertain times. It was also a great opportunity to hear the pulse of what the businesses are experiencing and share testimonials with other partners to create more programming for the businesses in need of additional support.



2. **Havana Street Overlay District Project:** As opportunities arose in 2022, we assisted and encouraged commercial property owners in the BID to update their landscapes according to the Havana Street Overlay District guidelines and improved the overall look and appeal of the District. We also helped property owners work with the City of Aurora regarding site plan updates and improvements. We helped properties connect with City of Aurora planners, landscape architects, code enforcement, Aurora Police Department, and other partners to ease the process of improvements along the corridor.
3. **Maintenance of the On Havana Street District Markers in the District in 2022:** On Havana Street Logo panels and district markers, help to brand the District. We currently have 54 logo panels in place at various locations along Havana (46 total in 2020 + 2 at KIMCO's Village on the Park & added 6 more at three NEW locations in 2021). In 2022, we continued with limited maintenance of existing signs, since 21 NEW district marker panels at 11 locations were installed in 2021. The District budgeted \$30,000 for 3 new locations in the corridor, but only Kum & Go – Havana & Jewel applied for district markers for their new monument sign for their redevelopment of the parcel at Havana & Jewel. The panels will be ordered in 2022, stored by Kum & Go until January 2023 and installed prior to their Grand Opening in the first quarter of 2023.

2021 (21) horizontal panels and (1) vertical panel were installed at the following locations:

1. Buckingham Village Shopping Center – x2 panels
2. Discount Tire – x2 panels
3. 7-11 Phillips – x2 panels
4. Crestone #3 & #4 – x2 panels
5. *First Bank #1 – x1 panel – **In early 2022, there was an accident & First Bank's insurance replaced the panels on their monument sign at no cost to the District Identity budget.*
6. Good Times – x2 panels
7. Schomp Ford – x2 panels
8. Jiffy Lube – x1 panel
9. Burger King – x1 panel (vertical)
10. NEW - Birchtree Shopping Center at Havana & Jewel – x2 panels (NEW location, installed in August 2021)
11. NEW - Sam's No 3 at Havana & Parker – x2 panels (NEW location, installed in November 2021)
12. NEW – Kum & Go – Havana & Jewel - **x2 panels and new monument sign to be installed in *late 2022 (GRAND OPENING – 1/2022).**



KIMCO's District Markers Include On Havana Street panels: KIMCO's Village on the Park Shopping Center at Havana & Parker and their developer improved the landscape plans, added curbside pick-up parking stalls, new benches, and gateway district markers for the NW corner of Parker and Havana. These new additional markers were purchased and installed in 2020. These district signs will be maintained by KIMCO and are not a part of the District's maintenance.

Future District Markers for the District: We are also working with the future Argenta redevelopment and other future redevelopments on establishing district marker signs on their properties as new developments arise. In 2023, the District will budget to improve and replace the existing markers that need maintenance and allocated \$30,000 in the budget to support 3 new additional district marker locations up to \$10,000 for each location/stakeholder.



4. **Havana Motor Mile:** The Havana Motor Mile committee selected KUSA/9News/KTVD/Univision/Estrella Media for our TV commercials and digital banner ads in March, June, July, November, and December 2022. We utilized the 2021 [commercials with the new dealership names/logos, rebranded and updated parts of the commercials](#) to save on costs and to purchase more commercial impressions. Fox Media and Marketing also helped negotiate free promotions and additional impressions for our ad spots to stretch our budget to support the District. **The flights of commercials had a total of about 6 million television impressions.** The commercial spots aired during targeted times during the local news, Ellen, & Saturday Night Live. The commercial runs were very important because our stakeholders expressed their need of more exposure. In addition to the Havana Motor Mile specific commercials, we also ran the restaurant commercial in the same series of flights encouraging the community to safely order take out, pickup and delivery services to our 100+ restaurants in the corridor.

The four 2021 9NEWS commercials for Auto Dealers, Auto Parts/Services, Retail Shopping and Restaurants were all translated in Spanish: We partnered with 9NEWS/Univision and Estrella Media to update the 2021 commercials to be in Spanish and ran the commercials throughout the year. The Estrella Media commercials in Spanish promoted the Eat On Havana Street Week from April 27 to May 11 for Eat OHS

Week 5/4/2022 to 5/11/2022. The [Spanish voiceovers with Estrella Media/Estrella TV in July 2022](#) during the Father's Day and Fourth of July weekends were well received. We ran 34,15-second commercials with a reach of 93,500 viewers reached for only a \$500 investment. In addition to bonus spots, we also received a 2x per week social media posts on the EstrellaTV Denver Facebook page for 2 weeks. Estrella Media provided the production and editing at no cost with our partnership. [Estrella Media also did a free commercial spot to promote the Havana Street Global Market to run through September 2022.](#)

In 2023, The District will continue to run commercials and spots in Spanish to continue our diverse marketing efforts to promote the District in our communities.



NEW in 2022 – We did a Havana Motor Mile Gas Card Giveaway at special events with Buckley Space Force, Buckley Space Force's Fitness Center, on our HavanaMotormile.com website, social media, print ads and at the community festivals, and the Havana Street Global Market summers events.

5. **Promoting/marketing our businesses and events:** To gain a better return on investment with our marketing budget on KUSA & KTVD, we combined the Havana Motor Mile and Event TV budgets again in 2022. We are also scheduled for two appearances on Colorado & Company on 9News in the winter season, ran digital ads, home page takeovers for promotions, events, and giveaways, which are always well received on the 9NEWS platforms.

In 2022, we continued to establish new relationships and strengthened relationships with various marketing partners that offered free opportunities to promote our district and events.

We continued to run regular ads in print, social, web and newsletter ads with media partners: **Glendale Cherry Creek Chronicle, Asian Avenue Magazine, Rocky Mountain Chinese Weekly, Weekly Focus, Oz Magazine, Colorado Times, 5280 Magazine, Aurora Guide, Aurora Chamber Directory/Website, CBS4, Channel 7 News, Afar Magazine, NY Times Magazine journalists, Buckley Space Force's website, Buckley's Fitness Center, Orbiter Magazine & monitors on base, Community Campus Partnership/CU Anschutz Medical Campus - Weekly Community and Campus Connections Newsletter, and Estrella Media.**

We partnered with the [Asian Avenue Magazine](#) throughout the year with 4 months of half page ads, 2 editorial features - On Havana Street events, programs, history, etc., 12 social media posts (1 per month) and 6 months of a web banner ads on Asian Avenue Magazine's website for \$2000. This magazine "connects culture and links lives" in the Denver/Boulder area to over 240,000 readers a year and distributed at 400 locations.

We have a very diverse community in the District and this magazine featured our businesses, cultural celebrations, dining, shopping, travel, arts and lifestyle. Their most recent reader surveys showed that half of the readers are Caucasians and half Asian Americans, 75% of the readers have college and graduate degrees and over half of the readers have an annual income above \$60,000. The magazine showcased our businesses and events in their articles and social media at no additional cost. Asian Avenue also designed additional ads for our use to feature African Restaurants, AANHPI Restaurants, Hispanic Restaurants, Destinations for Brunch, and more.



Another marketing partner was the **Community-Campus Partnership**. This partnership fosters, promotes and supports mutually beneficial collaborations between the Anschutz Medical Campus and the surrounding Aurora community neighborhoods to improve the health and economic well-being of the Aurora community. This relationship allowed us to promote our district and events to over 30,000 in their workforce at the Anschutz Medical Campus. This campus includes **UHealth University of Colorado Hospital (UCH)**,

Children's Hospital of Colorado, the Rocky Mountain Regional VA Medical Center - VA Eastern Colorado Health Care System and the Bioscience/Fitzsimons Innovation Community. The District continued to partner and share weekly District ads and features in their newsletters. **The Diversity Supplier Program is in progress & a pilot program will be with about 15 OHS businesses.** For two years the District has been helping to create a program for 2023 where the campus and partners do more procurement locally and with diverse businesses in the District. The webpage in the works and being finalized by the Fall 2022: <https://www.cuanschutz.edu/offices/inclusion-and-outreach/supplier-diversity-initiative>

During Covid-19 recovery, we collaborated with **Children's Hospital Colorado's Corporate, and Community Relations, Marketing and Communication** and they offered their free virtual talks with their Children's Hospital Colorado experts to the workforce in the District. This partnership offered programs that helped engage employees in educational and volunteer opportunities. The program also offered digital resources available for various topics that could be shared in newsletters, social channels, company websites, etc.

In 2022, **Visit Aurora** hosted numerous marketing campaigns, blogs, videos, photographers, social media promotions, Made in Aurora features, podcast features, giveaways and featured On Havana Street restaurants and businesses in their marketing. Visit Aurora was a crucial part of the Covid-19 recovery marketing of the special district. Visit Aurora has been an extraordinary partner and promoted our businesses to regional visitors and the local Colorado market.

Visit Aurora continued to highlight our restaurants in the corridor and created a takeout and delivery webpage that featured our 100+ restaurants: [VISIT AURORA'S LIST OF TAKEOUT & DELIVERY LIST](#). The District continued to market and promote the features of their website that highlighted many of On Havana Street businesses as local destination experiences in food and shopping. Their website's statistics YTD January 1, 2022 - Sept 1, 2022: Website pageviews 333,847, Visitor guide pageviews 3,369, Restaurants pageview: 6,296, and Takeout pageviews: 656 (Discontinued promotion).

An On Havana Street half-page ad was in the [2022 Visit Aurora Guide](#) – Culinary Culture. Many of the District's businesses were featured in Visit Aurora's 2022 Guide, Aurora's Savings Pass, blogs, stories, features, advertisements, marketing campaigns and new podcast series. Visit Aurora's [2022 Visitors Guide](#) was met with great success from locals and visitors.

Last year, Visit Aurora brought the project in-house and doubled down on their efforts and expanded the 2022 Visitor Guide distribution to 150,000 copies to reach more people than ever before. A direct mail copy was delivered to 90,000 Aurora residents with a welcome letter from our President and CEO, Bruce Dalton. The 2022 Guide received an outpour of support from the local community and plans to aim even higher in 2023. **This guide continues to be the definitive resource and most requested item for the 77.7 million visitors arriving annually to the state and has a year-long distribution of 150,000 copies.** This is also a highly trusted and relied upon resource for important buying decisions in our community. We are grateful that the District and its stakeholders are consistently highlighted and celebrated in every feature and article. We do our best to have Visit Aurora Guides throughout the corridor and distribute them at community events to celebrate our business features.

This marketing partner continued to **share all the content**, photos, video footage, commercials, and press captured at On Havana Street businesses at no cost. The businesses used the same content in their own marketing to update their menus, website, and social media for additional exposure. The District plans to continue to collaborate and co-host **social media giveaways** to promote our destination restaurants and businesses.

Visit Aurora continued to host successful campaigns. For example, in the partnership for Home for the Holidays and Love Your Local, Visit Aurora's social media campaigns feature the District and had about 1.2M impressions, 292K reached, 26K clicks with 395 partner referrals. In addition to partner campaigns, Visit Aurora also assisted the District in discounted ads with other local publications. For example, in November 2021 Aurora Edition in the 5280 Magazine, Visit Aurora and the City of Aurora helped to discount ads for Aurora partners to be included in the magazine feature. The District was able to purchase two half page ads for the special edition highlight On Havana Street and the Havana Motor Mile.

In addition to the social media promotions, free online and print marketing campaigns, Visit Aurora hosted the Savings Pass featuring our businesses in the District at no cost. The [Visit Aurora Savings Pass](#) allowed our merchants and businesses to include a discount and promote their business. The Savings Pass was typically provided to convention and tournament attendees staying in Aurora or at one of their Denver partner hotels nearby. Since Covid-19 Visit Aurora used the Savings Pass to market regionally and locally to support our local economy. As more hotels and travelers return to visiting Colorado, The Savings Passes will be distributed to the Gaylord Rockies convention groups and several other visiting groups throughout the year. Visit Aurora also marketed the pass to locals and promoted stay-cation options while featuring our diverse, small business restaurants.

Visit Aurora Connected the District to Regional Marketing Partnerships: In 2022, Visit Aurora included the District in unique community networking and hosting opportunities. In July 2022, the District was invited to meet and network with over 80 event planners and suppliers from across the nation with [Meetings Today](#). It was a fun day to showcase the City of Aurora for future events and conventions. It was also a prime opportunity to expand the District's exposure with regional partnerships and marketing agencies. Networking with 80 event planners and suppliers allowed the District to showcase On Havana Street as a destination for regional travelers. Our District made established relations with other similar destination marketing organizations and special districts across the country. Many of the other BIDs planned to visit, eat, and shop in our District during their convention visits.

District Featured in Visit Aurora Marketing & Community Media Partnerships

Here is a sample of the features in the last few months:

- o [AFAR Features On Havana Street as one of THE BEST FOOD NEIGHBORHOODS IN THE U.S.](#)
- o [Dae Gee Wants to Bring Korean Cuisine to the Masses](#)
- o Visit Aurora Features Snowl and Milkroll: [BEST ICE CREAM SHOPS IN AURORA](#)
- o Visit Aurora Features Sam's No 3: [DOG-FRIENDLY BARS AND RESTAURANTS IN AURORA](#)
- o Visit Aurora Features Angry Chicken: [THE ABSOLUTE BEST CHICKEN WINGS IN AURORA](#)
- o 5280 Features OHS Snowl: [Where To Find Denver's Best Ice Cream](#)
- o 5280 Features OHS Stakeholder: JW LEE - [Meet the Man Bringing Traditional South Korean Eats to Colorado](#)
- o [Aurora has a new vision for the Havana Street corridor as transportation "rebirth" is needed, PDF VERSION OF THE ARTICLE](#) from Huiliang Liu, Denver Post's Article [Here](#), Saja Hindi, Reporter - The Denver Post, shindi@denverpost.com, 303-954-3379, Twitter: @BySajaHindi
- o Aurora Sentinel: [Havana Business Improvement District holding outdoor market Saturday](#)

2022 Visit Aurora Podcasts Featuring the District: HBID Chance Horiuchi, Heirlooms Antique Mall & Angry Chicken

- o <https://onhavanastreet.com/the-gateway-to-the-rockies-podcast-features-on-havana-streets-executive-director-chance-horiuchi/>
- o <https://onhavanastreet.com/visit-aurora-podcast-heirlooms-antique-mall/>
- o <https://onhavanastreet.com/visit-aurora-podcast-angry-chicken/>

The District strengthened local hotel partnerships through Visit Aurora: The District also partnered with Visit Aurora to connect the 65 hotel partners and member hotels in Aurora, Denver, Denver Tech Center and Central Park to the District's stakeholders. The District hosted the local hotel **Group Sales Teams and hotel management** to showcase restaurants, things to do, venues and other locations in the District. These hosted visits and tours helped set up hotel site visits to On Havana Street and made reservations for travelers and groups at our restaurants and businesses. Groups of 10-30 visitors/conference groups from partner hotels hosted "offsite" meals and

The District strengthened local hotel partnerships through Visit Aurora continued: entertainment activities in the District. The hotel shuttled the visitors to Havana to experience our global options of cuisines and entertainment. This partnership connected visitors and travelers to "Things to do On Havana Street" and attracted more diners and shoppers to the District during their stay in Colorado. Events at the hotels have returned in 2022 and so the District also promoted the catering options and delivery options that our 100+ restaurants offered. The Executive Director regularly sent images of establishments, social media pages, menus, articles highlighting On Havana Street and lists of businesses that are great destinations for local

travelers to the local hotel partners. We are very grateful to the partnership with Visit Aurora and plan to collaborate more in 2023 with regional and local marketing of Aurora, CO. In 2023, we plan to co-host community activations, placemaking projects, signature events, expand existing working relationships with Visit Aurora's partners, collaborate on content creation and media relations initiatives, and reimagine the On Havana Street branding and attractions to the District. We understand that businesses are still re-emerging from the pandemic and want to create places and events for our community in Colorado along the District.

**As this preliminary budget is being prepared the District is receiving event proposals for art activations and community event contracts for 2023. The District would like to propose hosting a signature event or art activation in 2023 with budgets ranging from \$25,000-\$250,000. The District has been conservative with our events budget since 2020 due to Covid and would like to bring back events in full-swing with the BID event savings in our budget. We propose hosting inclusive signature events in the District and create memories and experiences for our stakeholders and the community. We hope that these proposed events will help uplift our storytelling of the businesses in the corridor and attract more shopping and community development in the District. Some of the proposals include art activations with musical hop scotches, pianos, art installations, mural installations, festivals, concerts, night markets, Lunar New Year celebrations, and more.*

In 2022, we continued to focus on strengthening our community partnerships with the local Chambers (Asian Chamber, Aurora Chamber, Hispanic Chamber, African Chamber of Commerce, African Leadership Group, and Diversity, Inclusion and Equity councils, the National Restaurant Association, Colorado Restaurant Association, Colorado Restaurant Foundation, Colorado Korean Restaurant Association, the Korea Town Aurora committee, the Aurora South Metro SBDC, Colorado Enterprise Fund, GAP Fund, Mile High United Way – United for Business, Kaiser ICC, CEDS Finance, Colorado Minority Business Office, the Colorado Korean Association, Rocky Mountain K-Pop, Aurora Sister Cities International, Aurora Asian Pacific Development Center, Aurora Asian Pacific Community Partnership, 5280 Dragon, Asian Avenue Magazine, Korean Daily, City of Aurora's Office of International and Immigrant Affairs, Aurora Pride, Consulado de El Salvador en Aurora by promoting, collaborating and hosting virtual/hybrid events with On Havana Street businesses. **The partnerships allowed us to strengthen our services and programming to the District by co-hosting and collaborating on resources, grants, and recovery efforts.** In 2023, we will expand our working relationships and continue to connect stakeholders to community partners.

Throughout the year the Executive Director also collaborated on projects, shared updates, presented and hosted economic development and business tours along the corridor to the City of Aurora's Business Advisory Board, Ward 3 & Ward 4 meetings, City of Aurora Department of Communications & Marketing, City of Aurora Traffic Department, Arapahoe County, Arapahoe County Workforce Development, Aurora TV segments, events, public meetings and support of the corridor, City of Aurora Planning & Economic Development (PED) meetings, Neighborhood Services (Horns) meetings, Havana Street Multimodal Study Updates, Governor Polis, Senator Hickenlooper, Rep. Jason Crow, the African Leadership Group, Colorado Retail Council, Rocky Mountain Shopping Centers Association, Colorado food bloggers, 5280 Magazine, AFAR Media & NYTimes journalists, Colorado Yelp, Denver Post, Aurora Day Resource Center/Comitis Crisis Center/Aurora Street Outreach, Downtown Colorado Inc, Aurora Police Department, Cops Fighting Cancer, Xcel Energy's Partners in Energy, City of Aurora Disparity Study, PROS Our Parks, Our Places, Aurora Rotary Club, Buckley Space Force Public Affairs, Marketing, Community Relations & the Panther Den (Buckley community center on base), Buckley Spouses, and the Veteran Affairs & Older Adults Commissions.

Aurora TV: The City of Aurora featured and collaborated with the District in their monthly newsletters, Aurora TV – Aurora 8, and the Discover Aurora Eats. Aurora TV continued to do features of our corridor and businesses. In 2022, we partnered to feature businesses and events along the corridor and budgeted to support the features with \$5,000 in our marketing and ads budget. Many of the features are complimentary by Aurora TV; however the District wanted to sponsor stakeholder opportunities for additional media content and exposure. In 2023, the District will budget \$7,500 to ask Aurora TV to produce more unique stories highlighting On Havana Street stakeholders and things to do On Havana Street. *Here is an example of a District business feature in 2022 - [Aurora TV Features Heirlooms Antique Mall](#).*

Hotel Key Card Marketing to locals and travelers: This year we continued to market to travelers and hotel guests through Parakalo Media, marketing agency that helped the District re-establish hotel key card marketing when Capture Those



Travelers went out of business during Covid. In 2022 & 2023, the District negotiated down from a value of \$15,000-20,000 for 3 hotels to about \$10,000 for 3 hotels due to decline in travelers to local airport hotels due to Covid-19. The 3 hotels near the airport that allow marketing on their key cards are the Aloft Denver Airport at Gateway Park, Hilton Garden Inn at Denver Airport and Towne Place Suites by Marriott at Gateway Park. We had 3 rotations of hotel room key advertisements in 2022 for a total of \$9,999.99/Year. It is estimated that each hotel does at least 25,000 impressions per month. If there are more hotels available in 2023, then the District will contract to include additional hotels in the key card rotation.

6. **City of Aurora Sales Tax Revenue History:** We have seen percentage increases in all three city sales tax categories since we started tracking the sales tax in 2010, except for the 2020 year due to the Covid-19 pandemic's challenges. Since 2015, the District continued to contribute over \$20 Million in Sales Tax for the City of Aurora. The District continued to be one of the major sales tax drivers for the City's revenue and historically contributes about 9-10% to the City of Aurora's budget in Sales Tax revenue.

Percent Change from Prior Year by Month														
	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019	2018-2019
Total Sales Tax	-7.8%	-1.2%	-8.0%	-11.9%	31.0%	4.7%	3.8%	4.0%	4.9%	-8.6%	6.1%	-0.9%	0.2%	
Food and Dining	32.0%	27.1%	11.1%	6.5%	10.6%	0.0%	12.2%	-4.9%	3.3%	-11.2%	0.6%	-2.0%	5.7%	
Auto Dealers & Parts	-17.3%	-11.0%	-14.2%	-11.1%	-6.3%	-1.3%	-2.1%	2.4%	8.4%	-19.2%	3.0%	-9.3%	-6.6%	
Total Use Tax	-27.7%	-11.6%	-3.2%	-5.5%	60.3%	-23.6%	-28.4%	-43.3%	3.2%	-29.5%	-57.7%	9.8%	-22.2%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	
	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020
Total Sales Tax	4.6%	7.5%	4.7%	-13.0%	-28.3%	-4.3%	2.5%	0.8%	0.2%	2.4%	5.8%	-4.6%	-1.8%	
Food and Dining	-3.5%	4.4%	-5.5%	-29.9%	-32.5%	-27.8%	-26.5%	-2.2%	-7.7%	-10.8%	-6.8%	-23.5%	-14.7%	
Auto Dealers & Parts	8.0%	5.2%	6.9%	-27.0%	-39.7%	-11.8%	-9.7%	-18.2%	-19.9%	-0.2%	-8.8%	-17.4%	-11.6%	
Total Use Tax	20.5%	3.3%	-13.9%	9.0%	-24.0%	-12.7%	-28.6%	-9.1%		-38.3%	-21.6%	-21.7%	-12.6%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	
	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
Total Sales Tax	-0.4%	-2.6%	2.5%	24.8%	67.0%	17.5%	15.4%	12.3%	14.7%	9.3%	10.4%	21.2%	14.4%	
Food and Dining	-30.7%	-13.5%	-3.8%	33.9%	45.2%	47.3%	36.0%	16.3%	23.5%	20.1%	24.0%	51.9%	18.4%	
Auto Dealers & Parts	-8.5%	-11.4%	-6.7%	26.0%	117.0%	1.9%	15.2%	13.9%	9.8%	-9.3%	-2.3%	15.3%	9.1%	
Total Use Tax	-6.3%	24.3%	-18.3%	17.6%	-32.6%	-1.6%	92.3%	40.9%	19.6%	0.0%	3.6%	16.6%	10.8%	

Data based on Area Report 18-25 Crystal report and GenTax generated data for Havana BID

Sales Tax Revenue Jan 2014 - Dec 2021													
	Jan-18	Feb-18*	Mar-18	Apr-18	May-18**	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018
Total Sales Tax	\$2,167,248	\$1,516,776	\$1,562,833	\$2,048,329	\$1,251,546	\$1,692,190	\$1,784,980	\$1,707,941	1,901,909	2,038,790	1,639,857	1,793,563	\$21,105,961
Food and Dining	251,173	223,211	244,471	306,327	284,947	318,135	306,805	336,199	299,641	378,496	306,542	301,902	\$3,557,848
Auto Dealers & Parts	544,990	479,890	451,482	584,891	467,754	531,830	515,899	556,911	522,217	627,847	532,297	527,928	\$6,343,937
Total Use Tax	26,715	14,479	15,430	15,592	12,332	17,332	22,294	25,886	14,990	31,311	40,695	13,538	\$250,594
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	2019 YTD
Total Sales Tax	\$1,997,748	\$1,497,839	\$1,437,195	\$1,804,685	\$1,639,002	\$1,771,070	\$1,852,229	\$1,776,653	1,994,192	1,863,367	1,739,147	1,777,833	\$21,150,961
Food and Dining	331,498	283,603	271,665	326,374	315,277	318,176	344,299	319,815	309,504	336,046	308,511	295,726	\$3,760,494
Auto Dealers & Parts	450,673	426,913	387,455	519,724	438,082	524,774	505,092	570,376	566,295	507,035	548,411	478,668	\$5,923,499
Total Use Tax	19,302	12,805	14,930	14,740	19,765	13,241	15,965	14,684	15,467	22,080	17,209	14,863	\$195,050
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	2020 YTD
Total Sales Tax	\$2,088,683	\$1,610,006	\$1,504,420	\$1,570,339	\$1,175,608	\$1,694,205	\$1,897,702	\$1,790,064	\$1,997,408	\$1,908,460	\$1,840,570	\$1,695,359	\$20,772,823
Food and Dining	319,754	296,131	256,671	228,642	212,954	229,804	253,028	312,708	285,766	299,883	287,642	226,129	\$3,209,112
Auto Dealers & Parts	486,726	448,924	414,382	379,391	264,041	462,953	456,287	466,400	453,478	506,162	500,072	395,157	\$5,233,973
Total Use Tax	23,262	13,233	12,850	16,068	15,022	11,554	11,394	13,348	15,049	13,629	13,495	11,634	\$170,539
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	2021 YTD
Total Sales Tax	2,079,554	1,568,699	1,542,210	1,959,157	1,963,349	1,990,047	2,190,808	2,010,048	2,290,233	2,085,656	2,032,871	2,054,406	\$23,767,039
Food and Dining	221,457	256,132	246,953	306,224	309,245	338,450	344,229	363,605	352,932	360,025	356,609	343,414	\$3,799,275
Auto Dealers & Parts	445,557	397,829	386,641	477,860	572,973	471,833	525,506	531,382	498,091	459,193	488,350	455,775	\$5,710,989
Total Use Tax	21,801	16,451	10,495	18,894	10,118	11,374	21,910	18,802	17,993	13,624	13,986	13,568	189,015

* Starting January 1 2018, the City eliminated a Vendor Fee exemption for Sales Tax remittance.

** Starting May 2018, the City implemented a new tax processing system. This change allowed businesses with multiple locations in the city to submit a singular tax return. Due to changes in reporting requirements, sales tax for some sites in 2018 is estimated and may include a small amount of use tax.

2021 Highlights from Bill Levine at the City of Aurora:

- Havana is a very desirable area and in the top 5 producing areas for the City of Aurora sales tax generation and revenue.
- Our global businesses District generated **\$23.8 MILLION in sales taxes for the City of Aurora in 2021.**
- The 2021 sales tax collection represented 9.64% of the total sales taxes collected within the City.
- In terms of growth, the \$23.8 million in sales tax collections was \$3.0 million (14.4%) more than was collected in 2020.
- However due to COVID-19, the City likes to compare numbers prior to 2020, so in that regard, the \$23.8 million collected in 2021 was \$2.6 million (12.4%) more than what was collected from the Havana BID in 2019.
- Some of the reasons for the increase was due to a large volume of businesses that opened in the District, completion of major redevelopments in 2021, and that the inflation estimate of about 7%, noted by the federal government may have also been a factor in the increased collection. [2021 Year End Sales Tax Reports from the City of Aurora Review the report Here.](#)

2022 Highlights from Bill Levine at the City of Aurora:

- Sales tax collection from the Havana BID in 2022 Q1 were up a very impressive 17.9% compared to the same time period in 2021.

- Sales tax collections across the entire City of Aurora grew by 11.7% in the first quarter of 2021. The Havana BID grew by significantly more than the City's average.
- When discussing sales tax collections, the City does not that inflation has been the most important driver of recent results. For example, in March inflation was 8.5% in the United States (per the federal government's CPI-U index) and inflation in the Denver-Aurora-Lakewood area was slightly higher, at 9.1% (also per the federal government). Since sales tax is taken as a percentage of sales price, higher prices driven higher collections. The significant increase is most likely due to the significant inflation. The inflation is driving about half of the growth in sales tax collections from the Havana BID.
- [2022 Review the 3rd Quarter Sales Tax Report from the City of Aurora](#) Review the report [Here](#). Similar to other shopping districts in the City of Aurora with sales tax collections, things are looking good in the District. Contact with City of Aurora: Bill Levine, Revenue Analyst, Finance Department | City of Aurora, office 303.739.7590, wlevine@auroragov.org for any additional questions.

City of Aurora Sales Tax Collection from the Havana BID – On Havana Street			
YEAR	AUTO DEALERS & PARTS	FOOD & DINING	TOTAL SALES TAX
2008-2009	2008 was the 1 st Year of the BID 4.5 mill levy collection & The District and City did not begin reporting on total Sales Tax Collection until 2010.		
2010	\$3,435,800	\$1,788,855	\$13,097,290
2011	\$3,769,713	\$2,019,244	\$13,680,196
2012	\$4,934,651	\$2,374,026	\$15,636,441
2013	\$5,295,256	\$2,424,008	\$16,339,128
2014	\$5,897,049	\$2,810,906	\$18,599,766
2015	\$6,546,804	\$3,081,998	\$20,193,012
2016	\$6,292,571	\$3,058,532	\$20,358,224
2017	\$6,628,639	\$3,072,734	\$21,049,286
2018	\$6,343,937	\$3,557,848	\$21,105,961
2019	\$5,923,499	\$3,760,494	\$21,150,961
As of 9.2020	\$3,830,556	\$2,398,277	\$15,528,761
2020	\$5,233,973	\$3,209,112	\$20,772,883
As of 8.2021	\$4,353,897	\$2,735,126	\$17,636,149
2021	\$5,710,989	\$3,799,275	\$23,767,039
As of 7.2022	\$4,254,046	\$2,955,026	\$17,425,456

Year-to-date total sales tax collections from businesses in the corridor through the end of August were \$17.42M. This amount is 13.9% more than what was collected in 2021. Year-to-date food & dining sales tax collections from businesses in the corridor through the end of August were \$2.95M. This amount is 23.8% more than what was collected in 2021. Year-to-date auto dealers & parts sales tax collections from businesses in the corridor through the end of August were \$4.25M. This amount is 11.7% more than what was collected in 2021. Based on this last comparison, it appears that business in the District is now exceeding pre-pandemic levels of sales. Bill Levine with the City calculated sales tax from the District through August 2022 (\$17.42M) and divided those by all sales tax collections in the entire City of Aurora through August (about \$178.35M) and calculated that **the District is responsible for generating 9.77% of the City of Aurora's total sales tax collections so far in 2022.**

Celebrating 15 Years On Havana Street

Havana District Assessed Valuations (AV) from Arapahoe County by year:

Up 79% since 2008

+\$56,920,784

2022 AV *\$129,154,664

2021 AV \$129,661,592

2020 AV \$114,648,028

2019 AV \$113,901,131

2018 AV \$104,714,381

2017 AV \$105,807,722

2016 AV \$92,087,741

2015 AV \$92,241,078

2014 AV \$80,738,883

2013 AV \$79,700,290

2012 AV \$78,099,140

2011 AV \$78,223,730

2010 AV \$84,745,410

2009 AV \$84,854,490

2008 AV \$72,233,880

Total Aurora City Sales Tax Revenues (3.75% tax) generated from the Havana BID businesses by year:

Up 95% since 2008

+\$11,588,763

2022 *Q2 \$17,425,456

2021 \$23,767,639

2020 \$20,772,883

2019 \$21,150,961

2018 \$21,105,961

2017 \$21,058,637

2016 \$20,358,224

2015 \$20,183,012

2014 \$18,599,766

2013 \$16,339,126

2012 \$15,636,441

2011 \$13,680,296

2010 \$12,955,934

2009 \$12,637,352

2008 \$12,178,876

***2022 Prelim. AV \$129,154,664**

*This is the PRELIM. certification of valuation received by Arapahoe County on 9/1/2022.

2020 to 2021 AV's INCREASED \$15,013,564

2018 to 2022 AV's INCREASED \$24,947,211

2022 FINAL AV --- TBA

**This was the final certification of valuation is received by Arapahoe County at the end of November 2022.

2021 to 2022 PRELIM AV's DECREASED \$506,364

7. Art 2C On Havana Street Exhibition: In [2020-2022 our public art program](#) included 13 sculptures along Havana Street in our public art-on-the-street exhibition. Art 2C On Havana Street is a public/private partnership between the Havana BID and Aurora's Art in Public Places (AAIPP). In 2022, the District budgeted for about \$40,000 to cover the program, artist stipends, artist 1st, 2nd & 3rd Place awards, supplies, art contractor, and the *annual 2022 Art 2C Gala. In 2022, the District hosted a call for 12 sculptures and continued the artists stipends at \$2,500 for the two-year program for 2022-2024. We had one less art pad available due to a redevelopment of an existing property (Autawash) with an existing sculpture and pad in the 2020-2022 program.



The \$2,500 stipends are based on the art commission's analysis of other Colorado public art stipends in 2020. The BID Board and AAIPP felt that \$2,500 would allow Art 2C to be more competitive with other local public art programs with the increased stipend amount and attract quality submissions. The exhibiting artists will be paid a \$2,500 stipend for the transportation, installation, and de-installation of their artwork. The District also budgeted funds for awards in the following amounts: 1st Place: \$1,250, 2nd Place: \$750 and 3rd Place: \$500 to be mailed or presented to the awarded artists at the *ART2C Award Ceremony in November 2022. *Due to venue hosting challenges in the District in November 2022, the Board proposed that in 2022 we push the artist awards gala event to the summer of 2023. However, we can still present the checks to the artists for 1st, 2nd and 3rd place in November 2022. Then the District can host the community event outdoors with a possible concert in 2023 when weather and venue space is not as challenging with the winter months. The summer celebration also may allow for the artists to travel to be at the summer event.

View the 2022-2024 Art 2C's twelve selected sculptures [here](#). In 2024-2026 Art 2C we hope to have two new locations (Kum & Go at Havana & Jewel and Argenta) to do a call for 14 art sculptures. The Havana BID board supports public art as an economic development tool and a chance to further brand The District. The exhibition provides residents and visitors a unique way to experience the Business District. Public art boosts real estate values and creates opportunities for local businesses to thrive.

8. Havana North Urban Renewal Area & Argenta: The Havana North Urban Renewal area straddles the northern corridor of Havana Street from Sixth Avenue, south to Bayaud Street. The area generally includes commercial properties along both the east and west sides of the street. A key concept associated with Havana North Urban Renewal Plan implementation is targeted investment that will serve to catalyze development throughout the area and fund future public improvements. The old 10.3-acre Fan Fare site, which is identified as one of three activity centers within the Havana District Design Concepts Plan, is considered the catalyst project within the area. This site of a former department store from a bygone era is now one of the largest development opportunities in the busy Havana Business Improvement District. Construction of Argenta is in progress on the site, and will feature retail, commercial space, 200 apartments units in 3 buildings and a public park/plaza space. This location along Havana Street features strong and vibrant retail and automotive co-tenancy, some of the state's best ethnic restaurants and a balanced mix of national and regional retail. The strong, growing demographics in the area make it ideal for young professionals and families. Historic renovations and older property/building conversions make up much of the development potential nearby.



In late 2021, Argenta was sold to Dream Finders Homes. [Pacific North](#) (developer) and [Legend Partners](#) (Commercial Leasing for Retail Space) presented to the District with an update on 8/18/2022. The update included three buildings with 32 units facing Havana, 76 units in the south apartment building and 92 units in the north apartment building. Pacific North shared that Argenta is expected to deliver the first building in December 2022 or Early 2023. The first building is going to be a condominium building, with 32 condominium units. In addition to the condominium units, Argenta will have 16,495 square feet of space available for lease.

Legend Partners shared that they are flexible on the space available for leasing and can lease space to any size that is suitable for prospective tenants. For new construction and high visibility retail, the project is very affordable. Legend Partners is asking +/- \$25-28/sf + \$10 NNN. For leasing opportunities or interest in the 0.2 Acres of commercial land then contact Nate Hansen, Legend Partners, 2000 S. Colorado Blvd Colorado Center // Annex 320, Denver, CO 80222, 720-529-2881, NHansen@legendllp.com, www.legendllp.com

9. Business Watch Issues: With the assistance of the Homeless Street Outreach Team, Aurora Police, City Planners, Aurora Water and Code Enforcement, and site plan amendments, the District is making progress with helping people experiencing homelessness, unhoused and exhibiting “visible poverty”, urban camping, panhandling, shoplifting, and graffiti removal. Other crimes are still happening but at a lower level than the past three years. The major challenge of the corridor in 2022 has been auto thefts, increased retail thefts and vandalism and property crimes. The District continues to work closely with the APD PAR officers and property owners and as shared other useful resources for the businesses regarding safety and crime prevention:

- **Assisted Businesses with Signage on Properties for Auto Theft Prevention:** The [Park Smart Program for Businesses](#) allows businesses to [purchase these signs](#) and hang them in their parking lots or on their buildings to remind patrons to not leave anything of value in their vehicle to help prevent themselves from becoming victims. APD provided quotes for signs [here](#).
- **Lighting Safety Drive:** When APD was out working an operation and during the downtime, “APD took a run up and down Havana St. to see what it looks like at night. They would do an audit and report on the businesses that need better lights or had no parking lot lights on in the evenings. After the audit of lighting safety [Chance reached out to the businesses and shared Partners in Energy resources with the BID](#) so that the businesses could have resources for purchasing better lighting improvements.
- **Explored Other Crime Deterrents - LiveView Technologies:** APD investigated the surveillance in KingSoopers’ parking lots that other BID members mentioned at previous BID meetings. The equipment belongs to a company out of Utah called, “LiveView Tech.” The company leases their system and then sets up and monitors activity from the cloud. The system is portable, so you can easily move it from place to place. You can zoom, pan, and capture pictures or video. Some models have speakers where you can record messages or speak over it. APD shared to learn more visit their website www.liveviewtech.com.
- **Provided crime reports and APD updates for the BID businesses periodically at the monthly board meetings. Our Havana PAR also attends monthly meetings to engage with the District.**
- **Business Visits and Drives throughout the Corridor:** The Executive Director did Business Watch Drives periodically 3-5 days a week. During the drives and visits the Executive Director made sure to share resources and visit businesses along the District.
- **The BID worked with commercial property owners in the District and helped them with city compliances and the trespassing ordinances.** The BID assisted properties and advised on having proper signage and letter of consent on file with Aurora Police to allow police to go onto the property if an incident ever occurred. Our outreach efforts included assisting people in need by sharing the Aurora’s Homeless Resource Guide and providing a bus pass to those in need to get transportation to services at the Day Resource Center. We also assisted in connecting those in need to the Street Outreach Team to transport them to services. If people continue to panhandle and/or urban camp on private property and have refused all our offers to help them, the private commercial property owners had the right to trespass them off their private property. We continue to look for other solutions for this difficult and challenging issue.

10. Automotive Technician Tool Incentive Workforce Program: To help address the severe shortage of trained auto technicians, in 2022 we continued to partner with the repair shops and dealerships in the Havana District and Pickens Tech’s Mechanic Certification program. Our auto technician tool incentive program is annual success. In 2022, the District increased the budget to \$20,000 to sponsor more student engagement in working on the Havana Motor Mile. The District also increased the budget due to the rising cost of tools and the tool chests. The increased budget also allowed the program to support up to 8 students in 2022. In 2023, we budgeted \$21,000 for the program in hopes to support 6-8 students. The additional \$1,000 was allocated to the 2023 budget to cover the increased inflation and bulk shipping costs.

Why Tools? vs a Scholarship: Automotive Technicians need to have their own tools to use on the job. These tools are expensive, especially for someone just starting out in the field. If the auto technician stays employed in the Havana Motor Mile shop for 2 years, then technician is awarded ownership of the tool chest and tools with a ceremonial key celebration. If the technician leaves the job before the 2-year commitment,

then the tools go back to the Pickens Technical Mechanic Certification program to be redistributed to a future student working in a Havana Motor Mile Shop.

2022 was the fourth year we were able to give the ownership keys of the tool cabinet to the students that completed the two-year commitment to the Havana Motor Mile. These students worked at a Havana Motor Mile business for two years and were awarded the official ownership of the tools and tool chest. The Executive Director and Rolf Werner from Pickens Technical delivered the ownership keys to each student on the Havana Motor Mile.



In May 2022, the 2020-2022 awardees received the keys to their tools and chest. These students included: Haven Del Valle at Schomp Subaru, Carlos Martinez at Schomp Subaru, Edgar Henriquez at Schomp Subaru, Fabian Leyva at Tynan's Nissan, Allan Banuelos at Shortline Buick, Dyan Clabaugh at Shortline Buick and Kade Gale at Schomp Mazda (photos of students receiving their keys above). These graduates received the keys to their tool chests for completing the two-year commitment to the Havana Motor Mile.

Our 2022 graduates and 2022-2024 awardees included 8 students: Wilfredo Gonzalez at Ed Bozarth Chevy, Jazriel Gutierrez at Shortline Buick GMC, Awsiiif Khokhar at Shortline Buick GMC, Fatul Fatulov at Ed Bozarth Chevy, Knyaw Doh at Schomp Subaru, John Webster at Schomp Subaru, Tyler Gow at Tynan's Volkswagon, Johnathon Pool at Ed Bozarth Celebrate Chevrolet. **This workforce initiative growth will help to support our 20+ car dealerships and over 100 automotive service businesses in our corridor.**

Our 2021-2023 awardees include: Ismael De Haro at Bozarth Chevy, Andres Ona at Schomp Hyundai, Isaac Cordova at Schomp Subaru, William Peh at Schomp Subaru, Austin Holmes at Tynan's Nissan, Javier Coca at Stevinson Toyota, Anthony Lara at Tynan's Nissan, and Isaih Johnson at Bozarth Chevy.



In 2021, due to Covid-19 restrictions, Rolf Werner delivered the keys to the tool chest to the students that completed the 2019-2021 commitment to the Havana Motor Mile: William Peh - Schomp Subaru, Joel Borunda at Schomp Subaru, Javier Coca - Stevinson Toyota and Erik Amaya – Ed Bozarth Chevrolet.

11. Daily BID Operations: Executive Director performed all day-to-day functions of a special district in Colorado, including ongoing updates to the Havana BID database to keep track of the number of real properties and businesses within the BID's boundaries.

2022 Stakeholders' Communication: In 2022, the BID worked diligently to keep its stakeholders and neighbors informed of events and plans On Havana Street. We also actively updated stakeholders on Covid-19 resources and updates.

- **Quarterly Crime Outreach and Roundtables + Networking Events**

- **Monthly Meetings:** We held regularly monthly virtual BID board meetings, which are open to all stakeholders and the public. The agenda is publicly posted prior to the 3rd Thursday meeting to inform and welcome the public.
- **Annual Meeting:** We plan to host the Annual Stakeholders' meeting in-person at The Stampede on November 16, 2022, at 11-12:30pm and hope to have it recorded to share with stakeholders that cannot attend.
- **Stakeholders' Special Notification:** The Havana BID posted notices on the home page at www.OnHavanaStreet.com and sent out regular email updates as needed to keep the business owners informed. We have updated our email distribution lists to allow us to send out communication to specific groups of business owners and citizen supporters; for example, contacting just the restaurant owners, or car dealerships.
- **Consumer Marketing Newsletter:** We published a monthly consumer marketing "Life On Havana Street" E-Newsletter with 4,500+ newsletters being sent out monthly.
- **Regular In-Store visits, phone calls, text updates & social media/website promotions:** Executive Director made regular in-store visits safely to the businesses in the District. We also actively engaged the businesses in attending virtual events, workshops, public meetings, outreach campaigns, and we promoted businesses on social media platforms/website. In addition to actively engaging the stakeholders in community and BID events, we listened to their comments and concerns and hosted multiple listening events with local, state, and federal leaders for assistance in the Covid-19 recovery. When updates are time sensitive the executive director will text and direct message stakeholders.
- **Business Watch:** The District sent out regular e-mail Business Watch Alerts to stakeholders as needed. We followed crime stats on the Lexis Nexis Community Crime Map and notified businesses as needed about issues. The crime stats are also shared at every 3rd Thursday Board meeting. We worked with our Aurora Police PAR, Police Area Representatives, officers to distribute shoplifting and auto theft prevention flyers/posters to all our retail businesses. We worked with Aurora Police to develop a Trespassing Ordinance Packet which includes sample signage wording, sample letter of consent to have on file with police, and a sample parking tag for the commercial property owners. In 2022, we partnered with PAR and visited shops together to address crime concerns and challenges with stakeholders. The PAR also regularly attended events in the District. We engaged with the Aurora Day Resource Center, Comitis Crisis Center, Aurora Mental Health, Second Chance Center, Village Exchange Center and the Homelessness Outreach Team regularly to help vulnerable community members in the District.
- **Hosted APD's Community Relations and their Responding to Aurora's Critical Topics (ReACT)** for an economic development driving tour and dinner with BID Board of Directors and stakeholders. ReACT coordinated a bus and toured the 4.3-mile special district and ended the tour with a dinner at the Havana Exchange Shopping Center at El Tequileño Family Mexican Restaurant. As a community we had great discussions on issues and challenges the City of Aurora is facing today.
- **Website & Social Media Marketing:** We regularly updated the On Havana Street website with stakeholder and District events, COVID-19 related updates and resources, funding opportunities, ordinance updates, blog posts, press coverage, photos, new business directory listings, and available properties. We actively engaged and posted daily on Instagram and Facebook. Plus, we created lives, highlights, and story highlights to feature the activities in the District. We updated our YouTube, Google, Instagram and Facebook profiles for marketing and events. We continued to utilize our "responsive" smart-phone friendly website and newsletter. We worked closely with Webolutions to continue the on-going maintenance, updates and effectiveness of our responsive website and newsletter. Both the website and newsletter have been well received. In 2022, we continued monthly strategy sessions with Webolutions via Zoom. Webolutions assisted in urgent updates, content, RSVP forms, giveaways, and blogs. We created additional business resource drop down tabs on our website for easy accessibility, created a contact page regarding Covid-19 questions, designed pop-up banners to alert visitors on urgent news, Jobs On Havana Street and business promotions, hours and open for business marketing.

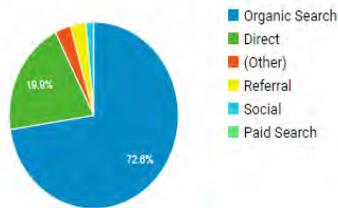


- **Website Report – Year Span: September 1, 2021 – August 31, 2022: Website Visits:** Site visits were up 28.23% over previous year with 80,058 sessions. Overall users up 25.22% with an increase of

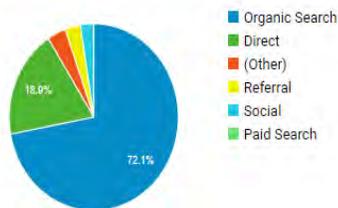


Top Channels

Sep 1, 2021 - Aug 31, 2022



Sep 1, 2020 - Aug 31, 2021



26.69% in new users.

- **Channel Contribution:** Organic searches (i.e. Google) drove the majority of site traffic at 72.32% of all traffic. Organic traffic to the website was up 29.81% over the previous year. In 2023, we plan to do more Google ads knowing that majority of our site traffic is from Google. Direct traffic drove 20.40% of site traffic and was up 35.10% over the previous year. Other traffic from 9News/KUSA/Tenga was up 3.50% over the previous year and drove 2,191 sessions on the website. However, this was still less than 3% of total site traffic.
- **Behavior Observations:** The majority of traffic entered, like last year, entered through the website via the Business Directory. This means that more users are directly going to the business directly listing to find information on a business – more than 27,000 sessions were started on a business page versus 16,000 sessions that started on the Home Page.
- **Most business directory traffic originates from Organic Search**, which is understandable given the large percent of site traffic from Organic Search. Of the 27,000 starting sessions on Business Directory pages, 72.80% of those sessions came from Google Organic Search.

In 2022, the **Top Pages visited** were the [Homepage](#), [Havana Health Spa Havana Sauna](#) (Business Page), [Events, Business Directory](#), [Tous Les Jours](#) (Business Page), [Red Carpet Carwash](#) (Business Page), [5280 article feature "Around the World in Aurora"](#), [Aurora Restaurants](#), [Pleasures](#) (Business Page) and the new business [Mr. Tang](#) (Business Page).

Enewsletter: In 2022, the Open Rate: 26%, the Click Rate: 24% (total clicks divided by total opens) and Click-Through Rate: 6% (total clicks divided by total emails delivered). In 2021, the Open Rate: 20%, the Click Rate: 32% (total clicks divided by total opens), and the Click-Through Rate: 6% (total clicks divided by total emails delivered). In 2020: The Open Rate was 19%, with a Click Rate of 34% (total clicks divided by total opens), and the Click-Through Rate: 7% (total clicks divided by total emails delivered). Open rates are still within normal industry ranges but click through rates are slightly lower. For example, the industry average is about 15 to 25% for Open Rates and an industry average of a 7% Click Through Rate. The District saw higher open rates this year, but lower click rates. Our highest performing eNews was June 2022 (30% open rate/7% click-through rate), largely due to the fact there were two giveaways being promoted – Eat on Havana and Frozen Treats Giveaways.

Social media traffic (non-paid) was 1.39% of site traffic and down 28.61% from the previous year. The District did not host many direct links to social media in 2022 and can add more links from social media to drive more traffic to the website in 2023. However, we mostly ran organic social media posts this past year, versus paid or boosted ads in previous years for the many community events. As a result, this provided us less reach due to social media algorithms. **Social Media - Instagram Page continues to engage the community and businesses:** In April 2018, we created an @OnHavanaStreet Instagram profile featuring pictures of events and happenings in the District to show stakeholders, residents and potential developers and businesses looking to relocate to the District. We have also created trending hashtags like #OnHavanaStreet, #OnHavanaStreet2go, #EatOnHavanaStreet, #HavanaMotorMile, #LiveOnHavanaStreet, #ShopOnHavanaStreet to create social media buzz and trending hashtags to increase followers and likes. **Partnerships with Food & Lifestyle Bloggers & Micro-Influencers:** We utilized partnerships and launched the #OnHavanaStreet2go campaign to showcase the restaurants options for takeout, delivery and pick up options.

We posted daily and actively posted [Instagram](#) stories, reels, highlights, and videos of events, promotions of businesses and featured businesses on our page. We actively share our businesses posts and bloggers that promote our District. In September 2018, we had 555 followers and 281 posts on our Instagram profile. As of

September 2022, 3,339 followers and 3181 posts. In 2021 we had 2423 followers, 2020:1654 followers, 2552 posts (1793) posts, 100+ stories on events, shopping, Havana Motor Mile, food, public art, Covid-19 updates, and resources on our Instagram profile. Through our Instagram page we have established relationships with over 300 auto, food and lifestyle bloggers that often share, promote, and highlight our businesses and have reached 45.5% more accounts, our engaged accounts are up 134% this year. On a 90 day average our Instagram reaches an average of 12.2K accounts, 109 posts, 603 stories, and 11 reels.



- **Keeping up with the Issues:** The Executive Director attended city council study sessions, regular city council meetings, City of Aurora policy committee meetings like the Planning and Economic Development (PED) committee meetings, Housing, Neighborhood Services, & Redevelopment meetings, Housing Task Force meetings, Zoning, Coding, Budget meetings, Management & Finance committee meetings, planning commission hearings and Aurora Chamber of Commerce, Arapahoe County, Community Enterprise Development Services (CEDs), Our Parks, Our Places, Disparity Study Outreach events, Webolutions Executive Business Roundtable, Women in Executive Leadership Roundtable, Aurora & South Metro Small Business Development Center events to stay on top of the issues that may affect/impact the BID's businesses and small businesses in general in Aurora. The Executive Director attended other BID and urban renewal training sessions offered by Downtown Colorado, Inc. to strengthen our Districts relationships with other special districts.
- **Annual Audit:** We contracted to have a Government Audit completed in April. The audit is shared with the stakeholders and confirms that the District is a good steward of their tax dollars.
- **Code Complaint Resolution:** The Executive Director worked with code enforcement officers, city, state and CDOT representatives, the Aurora Police Department, property hired security officers, and business owners to address and resolve code complaints. The District worked with business owners to resolve code complaints, avoid code violations and expensive fines on the business owners and help to keep the corridor looking its best.
- **Homeless Outreach & Support:** See above to **Business Watch Issues**
- **Welcome Committee:** The District and board members contacted new business owners, welcomed them to the District, explained the BID's responsibilities and offerings, arranged grand opening celebrations, submitted information & marketing to local media/social media. We added the new business and stakeholder to the newsletter distributions, created a business directory profile, updated the BID's database of properties, and added their contact information to our communications. In addition, we added their business to our social media platforms and followed/liked their profile pages to be informed about future business activities and promotions. We also work to closely with the new businesses and share our resources regarding our business watch information and help to provide any other resources they may need in their new home On Havana Street.
- **Community Events (see a list on page 24-26):** The District hosted hybrid events and co-hosted or support existing stakeholder events in the corridor and community. Many of the events were scheduled and marketed to attract shoppers, visitors, business owners and neighbors together, like the Havana Street Global Markets, Business Round Tables, Networking at On Havana Street businesses, workforce/hiring/workshop events, Last Days of Summer Concert with Dotsero at The Stampede, Boba & Business, and the Trick or Treat Events in the District. Due to Covid-19 precautions the District continued to host many Covid-19 outreach virtual events, workshops, and public meetings. The District also hosted outreach calls with the businesses and leaders in the community. The District hosted regular round tables with Governor Polis, Representative Crow, District Attorney John Kellner, Mayor Coffman, Aurora City Council and the former Governor Hickenlooper. In addition smaller in-person small business round tables, which allowed businesses to networking and collaborate with one another with recovery efforts.

2022 Other Economic Development Services:

- **Business Directory:** We updated our business directory photos, contacts, and details on our new responsive website. Webolutions, our marketing partner, continued to do key-word optimization on each of the business directory listings to increase the Google search engine rankings for each individual BID stakeholder business. This business directory gets the most traffic on our website, followed by the upcoming events page.

- **[Available Properties Listing](#)**: We continued to revise and update the list of available commercial properties for sale/lease in the Havana corridor on our website to attract and assist future business owners, investors, and developers. This has been a very popular service that generates new business leads. The District works closely with the City of Aurora Retail Specialist, developers, commercial brokers, local Chambers and the Aurora Economic Development Council for referrals and establish interest in the BID corridor. Havana is a very desirable area and in the top 5 producing areas for City of Aurora sales tax generation and revenue. In 2022, the District received many inquiries from commercial brokers, interested prospective property owners and many businesses looking to relocate to our district. There has been significant interest in the former Bicycle Village space at the Havana Exchange Shopping Center, Gardens on Havana's vacant parcel and Kimco's Village on the Park's new lease spaces near bb.q Chicken. **Businesses inquired looking for space for restaurants, event centers, international bakeries, Korean spas, and specifically looking for properties and leases that allowed for drive-thrus, walk-ups, patio, and outdoor seating options.**
- **Vacancy Rate Survey**: We complete a survey of retail vacancy rates in the Havana corridor every October in preparation for the annual meeting in November. Our first 2008 vacancy rate was 8.6% and over the past decade has decreased. Retail vacancy rate in October 2012 was 6.7%, October 2013 was 2.8%, October 2014 was 2.3%, October 2015 was 4.2%, October 2016 was 4.7%, October 2017 was 2.5%, October 2018 was 2%, October 2019 was 3%, October 2020 was 6% and **October 2021 was 5%. In 2021, we celebrated the 95% occupancy On Havana Street with not many leases available at over twenty-five shopping centers.** Due to Covid-19 challenges, we expected to see an increase in vacancy rates due to the challenges and business closures. However, the District has seen business closures and new tenants move in a month to two weeks later. Despite the pandemic's hardships new businesses still desire to relocate and open in our corridor. **In 2023, we expect more redevelopment of properties and vacant parcels and the completion of Kum & Go at Havana & Jewel, redevelopment of the Autawash to Cobblestone at Havana & Iliff, and the first 32 units of condominiums and retail space at the Argenta redevelopment.**
- **Kimco's Village on the Park** at the Parker & Havana intersection saw a huge transformation with facade renovations, and newer tenants. Some of the additions included: First Watch, Five Below, Old Navy, Sharetea Aurora, Miyamoto Dental, and BB.Q Best of Best Quality -Korean Fried Chicken. This \$14.5 million redevelopment project is completed and 87% leased with the new retail space. There are other prospective leases to be announced in 2023, but currently has 8 leases available out of the 35 leases ranging from 1130 SQ FT to 7250 SQ FT. Unfortunately, Sir Speedy rebranded to Resolution Printing in March 2022 and relocated to Centennial after a decade in the corridor.
- **AmCap's Gardens On Havana** – Gardens is 93% leased with 5 leases available ranging from 1300 SF FT to 23,649 SF FT with two pads available for development. Half of the Toys 'R US vacancy from Spring 2018 is now a Ross Dress for Less with another prospective retailer occupying the other half of the vacancy. The AFC Urgent Care is now open at one of the parcels near Key Bank.
- **Development and Business Assistance**: The District regularly worked with existing business owners and developers by connecting them to resources and contacts in the city about development plans, tenant finish, new business plans, expansions, and code complaint issues. We hosted calls and driving tours of the corridor to share "What's Happening or Coming Soon to On Havana Street."
- **Business Attraction**: The District worked with prospective business owners interested in opening a business On Havana Street and offered any assistance from the BID that would help in that process. We are also in the process of updating our website attract various audiences to explore, experience, eat, visit and live On Havana Street. Our goal is to showcase the life, culture, and lifestyle on the corridor to attract businesses, shoppers and residents.
- **New Businesses**: We saw about 45 new and remodeled businesses making major investments in late 2021 and in 2022. With a very low retail vacancy rate we are running out of retail space. The Havana BID has been very busy working with business owners and prospective buyers to provide details about the Havana BID activities, Havana District statistics, and available property details, being the liaison between businesses and the city staff and development services.

Here are some of the new businesses that have opened in the last year, have completed major remodels, new ownerships, rebranding, redevelopments or are currently under construction along Havana:

1. Dream Finders Homes/Pacific North/Legend Partners – Argenta sold in last QTR of 2021 – expect 1st building with 32 condominium units to be available in Late December 2022 or Early 2023.
2. [Mochinut](#) – October 29, 2021
3. [AFC Urgent Care at The Gardens on Havana](#) - December 2021
4. [Tous Les Jours](#) - Grand Opening 1.08.2022
5. [Miyamoto Family Dental](#) - December 2021

6. [Cobblestone Auto Spa](#) (Autawash/Autalube sold 5/26/2021) Redevelopment to be completed in 2022 or early 2023
7. [Living Water Car Wash](#) at 857 S Havana St, Aurora, CO 80012 sold to [Cobblestone Auto Spa](#) and rebranding occurred in Early 2022.
8. Early 2022 - The **parcel at 10590 E Tennessee Avenue, Aurora CO 80012** sold. Neil Shea and the HBID have been in communication, and he hopes the property is redeveloped. This property is located behind the Pho 99 restaurant and GoodYear near Portico with 0.627 Acres, (27,312 sf), Zoned B1, & Utilities on site.
9. Early 2022 - [Pizza Hut](#) remodel completed
10. Early 2022 - [Ventana Capital](#) sold **Havana Tower** sold to Nigerian business owner. The Havana Tower was a multi-tenant office building located in the heart of Aurora, CO with size of 68,848 Sq. Ft. Office spaces ranged in size from 150 to 5,500 sf. Ample parking at 3.5/1,000 sf.
11. Trap Tea is now [Banned Boba](#) - January 8, 2022, same ownership but new business name
12. March 2022 - Xclusive Events & VIP Services – 2740 Havana Street Unit J, New Event Space at Havana Exchange Shopping Center
13. March 2022 - [Baek Nyun Jang Soo](#) – 100 Years of Longevity – Korean Furniture Store 2712 S Havana Street Unit C at Havana Exchange Shopping Center
14. March 2022 - **Dozens** – New ownership & restaurant/patio/signage will be renovated. New Ethiopian ownership invested about \$75,000-100,000 in exterior improvements and new signage
15. **Stevinson Toyota East** - Now owned by Asbury Automotive, no name change or rebranding - Late 2021/Early 2022, Stevinson Toyota East withdrew their site plan and application for redevelopment in early 2022.
16. **Schomp Ford redevelopment is in the 3rd review and moving forward.** “SITE PLAN AMENDMENT TO EXPAND AND RENOVATE THE PREVIOUS MIKE NAUGHTON FORD DEALERSHIP. THE RENOVATIONS AND EXPANSIONS WILL INCLUDE THE SHOWROOM AND SERVICE DEPARTMENTS TO MEET CURRENT BRAND DESIGN STANDARDS. THE TOTAL SQUARE FOOTAGE WILL BE 109,071 SQUARE FEET WITH REWORKED 10.31 ACRES SITE LAYOUT TO RESPOND TO THE MU-C ZONING AND THE HAVANA OVERLAY DISTRICT FRONTAGE REQUIREMENTS. A PARCEL ACROSS BAYAUD WILL BE DEVELOPED FOR INVENTORY PARKING.”
17. [Schomp Mazda – 90 N Havana St. demolition](#) of two buildings and construction of a two-story, approximately 48,000 square foot facility and the addition of 8,000 square feet to an existing building. Schomp Mazda has relocated to across the street of Schomp Subaru on the Denver side of Havana Street at 505 S Havana St, Denver, CO 80247 Schomp Mazda “SITE PLAN AMENDMENT FOR REGRADING THE PARKING LOT, DEMOLITION OF TWO BUILDINGS AND CONSTRUCTION OF A TWO-STORY APPROXIMATELY 48,000 SQUARE FOOT FACILITY AND THE ADDITION OF 8,000 SQUARE FEET TO AN EXISTING BUILDING. REPLAT FOR ONE LOT ON 5.63 ACRES.”
18. ADI Autosport at AWAD Auto Sales Parking Lot Addition: “SITE PLAN AMDT, 1960 S HAVANA ST, SITE PLAN AMENDMENT TO ADD PARKING/STORAGE FOR CAR SALES INVENTORY AT SOUTHEAST CORNER OF LOT.”
19. Stampede – “MINOR AMENDMENT TO MODIFY THE FRONT ENTRY, RECONSTRUCT TWO STAIR ENTRIES, EXTEND THE ASPHALT PARKING, ADDING A STAIRWAY AND DECK, RECONSTRUCTING THE ADA LANDING AND MODIFYING THE EXISTING DETENTION POND.”
20. Havana Plaza – “2222 S HAVANA ST, MINOR AMENDMENT TO CHANGE THE FACADE AND MATERIALS.”
21. May 2022 - Lightshade and the HBID partnered on an art mural project with Kirileigh Jones
22. May 2022 - King Soopers - repaved and parking lot
23. May 2022 - GoodTimes - made improvements to their landscaping
24. May 2022 - [Angry Chicken](#) - Korean Fried Chicken - added a new food truck
25. June 2022 - Ed Bozarth Chevrolet is now [Celebration Chevrolet](#)
26. June/July 2022 - Western Centers, Tous les Jours and the HBID partnered on an art mural project with Kirileigh Jones to feature the NEW summer events at the Havana Street Global Market
27. NEW Mexican Seafood Restaurant, Construction began April 2022, coming soon - Former Village Inn
28. [bb.q Chicken](#) - Village on the Park - Korean Fried Chicken - March 23, 2022 Soft Opening, Grand Opening May 26, 2022
29. [Mr. Tang](#) – Korean Specialty Soup Restaurant - Opened - July 1, 2022 - former DMZ Pub



30. [人间烟火 U&I BBQ Karaoke Room Bar](#) - Now Open - June 2022 - Chinese cuisine and karaoke, former restaurant and karaoke business KTV and Century Asian Cafe/Noodle House Closed. <https://www.renjianyanhuoui.com> 1555 S Havana St Unit B & C, Aurora, CO 80012, 303-750-0059
31. NEW Primary Care Clinic – Coming Soon to the Havana Tower by Malik K.
32. NEW Infiniti Home Healthcare – Havana Tower – 1450 S Havana St Ste 200
33. NEW leases coming soon to AMCAP – TBA - Gardens on Havana at the former Xfinity store lease
34. NEW leases coming soon to AMCAP – TBA - Gardens on Havana at the former hair salon space
35. NEW ownership at [Shinee Blinds](#) - p: 720-365-8463, CM@Shineebllindsco.com, 1205 S Havana St., B2 Aurora, CO 80012
36. NEW ownership at the [Havana Health Spa](#) - 2020 S Havana St, Aurora, CO 80014
37. NEW ownership at CM Nails - 1913 S Havana St, Aurora, CO 80014
38. Late 2022/Early 2023 – [Cobblestone Auto Spa](#) – Property Under Redevelopment (former Autawash/Autalube)
39. Coming Soon – TBA Vietnamese Restaurant next to BB.Q at The Village on the Park
40. OPENING Early 2023: Kum & Go - Havana & Yale - pre-construction work will begin in 2022 and plans to open in Early 2023, “ZONING MAP AMENDMENT TO REZONE 2.97 ACRES FROM R-2 TO MU-C, CONDITIONAL USE FOR A FUELING STATION IN A MU-C ZONE DISTRICT, CONDITIONAL USE FOR 24-HOUR OPERATIONS ADJACENT TO RESIDENTIAL, A SITE PLAN FOR A 5,620 SQUARE-FOOT CONVENIENCE STORE WITH AN 8-PUMP FUELING STATION AND A REPLAT TO CREATE TWO LOTS OUT OF THE CURRENT PARCEL ON 2.97 ACRES.”
District Marker: K&G expressed interest in adding an On Havana Street sign to their monument. The District can provide the panels, then K&G will cover the install in early 2023.
Art Pad Install + Art2C 2024-2026: Kum & Go offered to add an 8x8 concrete pad for the ART 2C public art program and the District will include this location in the future call for art and pay for the additional sculpture to the Art 2C program. This art pad would not be available until 2023 so it would be included in the 2024-2026 program.
41. former Thai Basil/Hungry Wolf BBQ – Restaurant TBA by JW Lee – challenges with landscaping, sprinkler system and parking lot improvements have delayed the opening of the restaurant, same owner as Seoul KBBQ & Hot Pot, Seoul Mandoo, Mochinut, Coffee Story, & Thank Sol Pocha.
42. Havana Tower – remodel, paint, and new carpets
43. Summer 2022 – Discount Tire updated their branding, signage, monument signage and repainted their exterior.
44. Costco – re-pavement of parking lot

Business Closures/Relocations On Havana Street

1. CEDS Finance in the Havana Tower - relocated to 10660 E Colfax Ave, Aurora, Colorado 80010
2. [Ventana Capital](#) sold Havana Tower sold to Nigerian business owner. The Havana Tower was a multi-tenant office building located in the heart of Aurora, CO with size of 68,848 Sq. Ft. Office spaces ranged in size from 150 to 5,500 sf. Ample parking at 3.5/1,000 sf.
3. March 2022 - [Bicycle Village](#) at the Havana Exchange Shopping Center closed and merged with Epic Mountain Gear. The 25,000 SQ FT now available for Lease. Contact [Western Centers](#) if interested in space.
4. March 2022 - Stevo's Pizza & Ribs relocated to New Mexico and closed.
5. April 2022 - DMZ Pub Closed at the end of April 2022 – new ownership – NEW Business – [Mr. Tang](#) – Korean Specialty Soup Restaurant – Opened July 2022
6. May 2022 - Fantastic Sam's Closed and did not renew their lease on May 31, 2022. Owner changed careers. Space at M&H Shopping Center near King Soopers is now available for lease. Contact AMCAP at Jodi Bothwell, Director - Property Management, jbothwell@amcap.com, O: 303.321.1500 | F: 303.321.0662 | C: 303.817.2965, amcap.com
7. KTV and Century Asian Cafe/Noodle House Closed - Lease is now [U&I BBQ Karaoke Room Bar](#) - Chinese Restaurant, Take out, & Karaoke Room Bar
8. [Living Water Car Wash](#) at 857 S Havana St, Aurora, CO 80012 sold to [Cobblestone Auto Spa](#) and rebranding occurred in Early 2022
9. Sir Speedy changed their name to Resolution Printing under the same ownership in March 2022, then closed On Havana Street at Village on the Park and relocated to [7388 South Revere Parkway, Unit 702](#), Centennial, CO 80112, Sir Speedy was in the District for a decade.
10. [Golden Luxe Salon](#) on April 6, 2021 (former [Juno Hair](#) Closed August 2022

MARKETING/MONTHLY EVENTS: In 2022, the Havana BID budgeted \$125,000 of its annual budget hosting and marketing monthly events to put feet on the street and attract shoppers and customers to our businesses, bringing thousands of people to the Havana District to shop, dine and have fun. The District continued to pivot in 2022 and hosted virtual/hybrid small gathering events, supported other stakeholder events, actively advertised businesses on social media and through our print/digital ad contracts, and promoted giveaways online showcasing the stakeholders in the district.

\$75,000 was budgeted to host the events and \$25,000 was budgeted to market the events in diverse publications and media.

Overview of 2022's activities and events:

- January 17, 2022 - January 21, 2021, 12-8p, YELP Elites Only - due to limited capacity & in-person event was canceled, but Dining Times were scheduled for 60 Yelp Elites during Elite Week, [Yelp CO Elites at Angry Chicken – Invite Only](#)
- January 10, 2022 - March 5, 2022, [2022 Rock It Sock It – Sock Drive](#), What is Rock It? Providing clean, new socks and more to those in need with 11 donation locations in District. Sock Drive Kits Collected = 1,217. Estimated pairs of socks collected = 3,650
- February 1, 2022 - February 11, 2022, [2022 Date Night On Havana Street Giveaway Winner was Kylie B. @a foodie with a booty](#), GIVEAWAY included: \$50 Dinner Date at Cody's Cafe & Bar, \$50 Dinner Date to Mariscos El Rey Dos, \$50 Dinner Date to Seoul Korean BBQ & Hot Pot, \$50 for a massage or facial at Massage Envy at The Gardens on Havana, \$60 for a massage or facial at Vogue Day Spa at the Havana Exchange Shopping Center, \$50 mani/pedi at the Nail Studio at The Gardens on Havana, \$50 Fascinations at Yale Place, \$50 Lucy's Flowers & Designs at Birchtree Shopping Center, \$25 Petco at The Gardens on Havana – Get something for your furry Valentine, \$25 RocketFizz Aurora at The Gardens on Havana, \$25 Target at The Gardens on Havana (Shop for last minute V-DAY gifts like a Valentine's Day card or romantic candles), \$25 bottle of wine from a local liquor shop On Havana Street, \$25 to Milkroll Creamery Aurora – Life is short, Enjoy the Sweets!, \$25 to Tous Les Jours Korean/French Bakery – Pick up something sweet for your sweetie, Valued at \$560 in gift cards from On Havana Street Shops. Enter to win options were posted on our [Instagram](#) and [Facebook](#).
- Thursday, February 10, 2022, 1pm MST, FREE, [Taking Flight at DEN – Virtual Outreach – How to Navigate the ACDBE Certification Process](#) – Over 70 businesses attended. It was also great to see some of stakeholders joined the call.
- Wednesday, February 16, 2022, 10am, [Meet & Greet with Aurora City Council – On Havana Street](#) – over 65 stakeholders attended to network
- Thursday, February 17, 2022, 8:30am, [2/17 Aurora Red Tape Reduction Committee needs feedback](#)
- Monday, February 28, 2022, [bb.q Chicken Grand Opening](#)
- Small Business Month Event Updates – All of March 2022 – Events, Giveaway and Small Business Highlights
 - Wednesday, March 2, 2022 6-8pm, FREE, [3/2/2022 Fired Up: I Want to Start a Business!](#)
 - [Wednesday, March 2, 2022, 5:30pm-7pm, Official Launch of the Aurora-El Salvador Sister City Committee](#), On Havana Street is so honored to have the Consulado de El Salvador en Aurora in the District.
 - Check out [Small Business Features on Website](#) and social media during March
 - Small Business Month [Giveaways](#) – entries available on [Instagram](#) & [Facebook](#). [Winners for Instagram: Chris L., Instagram: Allison R., Facebook: Tina H. & Website Entry Form: Emily E.](#)
 - OHS - Celebrate Small Businesses Presentation for the Aurora Commission for Older Adults, March 7, 2022, at 1-3pm, Virtual Event [Here](#)
 - March 8, 2022 - International Women's Day Instagram Stories – Feature OHS BID BOD, Businesses & Partners – See IG Stories [Here](#)
 - [Asian Avenue Magazine Full Page Feature for OHS and Small Business Month](#): (page 8): <https://issuu.com/asianavemag/docs/march2022/18>
 - [Tuesday, March 15, 2022, Invited YELP Elites Only - due to limited capacity, Yelp CO Elites at Seoul Korean BBQ & Hot Pot – canceled due to Yelp capacity limits](#)
 - [Tuesday, March 16, 2022, 4:30pm-8:30pm, Progressive Networking at the Heirlooms Antique Mall](#), 100 Yelp CO Elites Invited, 10 BID Businesses Participating, & BID BOD Only due to Limited Capacity, 25 Yelp Elites at 4:30-6:30p + 25 yelp Elites at 6:30-8:30p, Learn More at [YELP CO ELITES – Celebrate Small Business Month On Havana Street](#)
 - See the [Yelp Elites Reviews](#) & Photo of the Event [Here](#): <https://www.yelp.com/biz/elite-experience-national-mom-and-pop-month-on-havana-street-aurora>
 - Thursday, March 24, 2022, [bb.q Chicken Grand Opening – Soft Opening 3/24, hosted Yelp CO & local media for lunch to plan a media day for the grand opening with bb.q Corp.](#)
 - Tuesday, March 29, 2022, 2-4:30pm, ShareTea Aurora, Boba & Business – Networking Event & Celebrate Small Business OHS, Photos [Here](#) + Event Details [Here](#)
- April 2022 Events – Coffee with a Cop, APD Academy Tours OHS/Business Roundtable, Chamber Networking Event, & CO Realtor Association hosting networking at OHS businesses to support the District.
- Wednesday, April 6, 2022 – Lunch with El Salvadorean Consulate
- Wednesday, April 6, 2022, 9-11am, [Aurora Business Licensing & Sales Tax – April 2022](#)
- [Wednesday, April 6, 2022 6:30-8:30pm, Ruben Medina Ward 3 Town Hall](#)
- Opportunity to Network – April 7, 2022, Aurora Chamber's Annual Award Dinner at The Stampede
- Friday, April 8, 2022, 9:30am-11am, FREE, [Coffee & Bagels Networking On Havana Street](#)
- Thursday, April 14, 2022, 1-4pm, FREE, [Spring Fling at Bella Vita Senior Living – Shop local](#)
- April 15, 2022, 11am, Hosted Buckley Space Force Tour, AF FSS Marketing OHS
- April 18, 2022, 4-6pm, Aurora Eats OHS Tour
- April 19, 2022, Aurora Faces and Aurora Places Site Survey to feature OHS businesses and owners
- April 19, 2022, Visit Aurora hosting journalist that writes for many outlets including Food + Wine
- April 19, 2022, 6-8pm ReACT with APD Driving Tour On Havana Street



- Wednesday, April 20, 2022, 6pm, [4/20 Aurora Red Tape Reduction Committee needed feedback](#)

- [April 26, 2022 Aurora Asian Pacific Community Partnership Annual Dinner & Networking at Chutney at the Havana Exchange Shopping Center, \\$40, 5:30p-7:30pm](#)



- April 28, 2022 Aurora Sister Cities International Event with BID vendors, 5:30-7:30pm – Learn More [Here](#)

- [April 28, 2022 Realtor's Happy Hour at Shin Myung Gwan for AAPI Heritage Month](#)

- April 2022 – Earth Day Giveaway and promotions with Xcel Energy Partners in Business

- [Earth Day Giveaway](#) Winners: Antoinette D., Carol H., & Emilee D.
- Scheduled Xcel to visit businesses with free LED light bulbs
- Blogs on programs available for businesses
- Xcel Energy Partners in Energy – Learn More about Savings for your business [here](#).
- Tips on Earth Day blogs
- Saturday, April 23, 2022 10a-3pm, FREE, [Earth Day Celebration with the City of Aurora](#)



- Eat On Havana Street Week – May 4-11, 2022

- \$500 Giveaway Winner was Liz F., received over 250 entries
- May 1, 2022, NEW EAT OHS Billboard up at 625 S Havana Street
- Estrella Media: Spanish commercials to promote Eat OHS, Havana Motor Mile and the Retail Shops – April 27 to May 11 for Eat OHS Week 5/4 to 5/11/2022, Check out the commercials in [Spanish here](#).
- [Saturday, May 7, 2022, 4-7pm, African Chamber Mixer Event at Maandeeq East Africa Restaurant, 1535 S Havana St, Aurora, CO 80012, Buckingham Village Shopping Center](#)

- May 9, 2022, Buckley Tour OHS for Holiday Marketing Campaign

- May 12, 2022, 9-12pm, [APD, Comitis, Rock it Sock it Drive Committee presented Certificated to the BID businesses](#). Photos [Here](#)

- May 18, 2022, [Gov Polis Visits OHS for AAPI Heritage Month at Tous les Jours](#), hosted by owner Gabriel Lee

- May 19, 2022, 5-6:30p, [Realtor's Happy Hour & Networking at Shin Myung Gwan](#), Presentation by OHS and Korea Town Aurora

- May 25, 2022, 10am, Rep. Crow hosts Business Round Table at Coffee Story with Chambers of Commerce & Community Partners

- May 26, 2022, bb.q Chicken VIP Grand Opening at 11am with Mayor & City Council, Invite Only

- [Monday, June 6, 2022, 2-4pm MST, Xcel Energy Partners in Energy Networking Event](#), Register for this FREE event! [bit.ly/community_relationshipsCO](#), Flyer: [6 6 2022 Partners in Energy Networking Event Save the Date CO](#)

- June 2022 – Aurora TV, Estrella, Visit Aurora, Buckley SFB, City of Aurora & YELP CO filming and giveaways scheduled to feature OHS businesses.

- Monday, June 6, 2022, 11am-2pm, FREE, [Celebration Chevrolet Special Event](#), Complete with a ribbon cutting, In N Out Cookout Truck, music and giveaways, Learn More [Here](#)

- Friday, June 17, 2022, 9:30am-11am, FREE, [Cafecito y Pastelitos Networking at GEICO](#)

- Friday, June 24, 2022, 12-1:30pm, FREE, [Funding Options: Quarterly Panel and Resource Webinar](#)

- Saturday, June 25, 2022, 5pm, FREE, OHS sponsored the [Buckley Space Force Patriot Fest on the flight line + hosted an OHS \\$250 Giveaway at their vendor table – Winner was Amy C. Meet and Greet Photos with Lindsay Ell, John Michael Montgomery, & The Band Perry Here](#).



- Thursday, July 7, 2022, 3pm-4pm, FREE, [Retail Crime Roundtable with APD, Mayor Coffman & City Council](#)

- Friday, July 8, 2022, 9-10:30am, FREE, Hybrid Event at The Aurora Chamber or on Zoom, [Diversity & Inclusion Council Presents: FirstBank Include All](#)

- Saturday, July 9, 2022, 2-3pm in English, 3-4pm in Spanish, FREE, [Meet Mayor Mike Town Hall](#)

- July 11, 2022, July 18, 2022, & July 25, 2022, FREE, [Chick Fil A Gardens on Havana Giveaway this July 2022](#)

- Wednesday, July 13, 2022 10am-2pm, FREE, [International Day at Concorde Career College](#)

- Wednesday, July 13, 2022, 9-11am, FREE, [Aurora Business Licensing & Sales Tax – July 2022](#)

- Thursday, July 14, 2022, 6:30-9:30pm, Ward 4 Meeting with Chief Dan Oates

- \$500 Frozen Treats Giveaway Details [Here](#) Winner was Richard L. ----- **Due to staffing limitations of the frozen treats' shops and Covid-19 recovery challenges, we are not able to host the progressive frozen treats event on National Ice Cream Day on July 17, 2022. However, On Havana Street did want to offer a \$500 Frozen Treats Giveaway to feature the incredible options to enjoy a frozen treat On Havana Street. [List of On Havana Street Frozen Treats Businesses to Visit On National Ice Cream Day, July 17, 2022](#)*

- Saturday, July 16, 2022, 12pm-4pm, FREE, AMC, [City of Aurora – First Responders Celebration](#)

Special Events on July 16, 2022:

- 10-2pm - Taste of On Havana Street - 1st 100 attendees enjoyed delicious sambusa - Sambusa Samples from [Golf First Ethiopian Restaurant](#), Sambusa: A Pastry Shell Filled With Lentils, Onions, Green Peppers And Herbs.
- 10-2pm - Taste of On Havana Street - 1st 65 Attendees received a sample of Choco Pie - Korean Snack from [M Mart](#). Sponsored by M Mart, the only Korean independently owned international grocery market in Colorado for the past 39 years. A choco pie is a snack cake consisting of two small round layers of cake with marshmallow filling and a chocolate covering.

- 10-2pm - Taste of On Havana Street - International snacks and candies from [Rocket Fizz Aurora](#), [M Mart](#), [El Pulgarcito de America en Colorado](#), [Solomon's Grocery & European Deli](#) and [Nana African Market](#). Sponsored by the Havana Business Improvement District.
- 10am-11am, [High Altitude Martial Arts - FREE Outdoor Kickboxing Class at the Havana Street Global Market](#), 2832 S Havana St # ZZ, Aurora, CO 80014, Participants Receive a [Milkroll Creamery](#) gift card. Learn More [Here](#)
- Ethiopian Coffee Ceremony with Amatula: The Ethiopian coffee ceremony is an important part of Ethiopian culture. It involves roasting coffee beans, and the ceremony can take hours. The ceremony is also considered to be the most important social occasion in many villages, and it is a sign of respect and friendship to be invited to a coffee ceremony. 'Buna tetu' which translates to 'come drink coffee' is a famous communal tradition in Ethiopia.
- Roaming street magic from [Magic Realty Inc](#)
- Attendees checked out the beautiful, NEW art mural located on the wall by [TOUS les JOURS Colorado](#) created by extremely talented [KiriLeigh](#) Jones. Take a selfie and use hashtag [#HavanaStreetGlobalMarket](#) for a chance to win a gift card to Milkroll Creamery
- Friday, July 22, 2022, 6pm, \$50, WeeCycle Rocks Levitt Pavilion, Learn More [Here](#)
- July 25, 2022, Commonground Golf Tournament, Stakeholder Networking, More Details to be shared by CGG
- July to September 2022, Saturday, 10-2pm, Bonfire Event Co. Presents the [Havana Street Global Market](#)
 - NEW DATES & TIMES: *July to September 2022, July 16th & 30th August 13th & 27th September 10th & 24th, 10-2pm
 - Location: Western Centers' Havana Exchange Shopping Center, in the former Bicycle Village parking lot, at 2802 S. Havana St. Aurora, Colorado 80014.
 - What is it? The Aurora Global Market is the most unique outdoor market to debut in 2022. This event will highlight and celebrate cultural diversity through business. You will find a mix of vendors from around the world with a variety of products ranging from food, crafts, art, jewelry and more!
 - Apply to be a vendor & Learn More [Here](#)
- Havana Motor Mile Summer Promotion: Win a Gas Card from the Havana Motor Mile, Enter to win here: <https://onhavanastreet.com/havana-motor-mile/>
- Wednesday, August 3, 2022, 6:30pm, [Ward 3 Town Hall with Council Member Ruben Medina](#)
- Saturday, August 6, 2022, Noon - 7pm, [Aurora Pride Comes to the Aurora Reservoir](#)
- August 9, 2022 & August 10, 2022, 11-4pm, FREE, [Partners in Energy Visiting On Havana Street Businesses](#)
- Thursday, August 11, 2022, 6:30pm, [Ward 4 Town Hall with Council Member Juan Marcano](#)
- Saturday, August 13, 2022, 11 a.m. - 3 p.m., FREE, [APD Family Safety Check – Aug. 13, 2022](#)
- August 25, 2022, BID Stakeholder Networking - Koreatown Aurora Golf Tournament at CommonGround Golf Course
- Thursday, August 25, 2022 6-8pm, FREE, [At Large Town Meeting with Lawson, Gardner, Jurinsky and Zvonek](#)
- Wednesday, September 7, 2022 6:30pm, FREE, [Ward 3 Town Hall with Council Member Ruben Medina](#)
- Thursday, September 8, 2022, 3-4pm, FREE, 9/8/2022 Retail Crime Business Outreach Public Meeting at Tous les Jours
- Thursday, September 8, 2022, 6:30pm, FREE, [Ward 4 Town Hall with Council Member Juan Marcano](#)
- Wednesday, September 14, 2022, Registration at 7am, Shotgun at 8:30a, \$1000 foursome, WeeCycle's Birdies For Babies 5th Annual Golf Tournament, Learn More [Here](#)
- Tuesday, October 4, 2022, 6:30 p.m. - 8:30 p.m., Doors Open at 6 p.m., FREE, [10/4 Last Days of Summer Concert – Dotsero at The Stampede](#)
- [Wednesday, October 12, 2022, 9-12pm, Virtual 15th Annual Veterans Small Business Conference](#)
- Wednesday, October 26, 2022, 4:30-6:30pm, FREE, [2022 Halloween Networking Happy Hour at Piramides](#)
- Saturday, October 29, 2022, 1-3pm, FREE, Trick or Treat at The Gardens on Havana - [2022 Halloween On Havana Street](#)
- November 2022 – 2022 to 2024 ART2C Public Art Event – location tbd
- Wednesday, November 16, 2022, 11 am - 12:30 pm, FREE, The Stampede, [2022 Havana BID – On Havana Street Annual Business Stakeholder Meeting](#)



2022 Establishing a District Identity & Image:

- See the District Identity major projects listed above under the Project Management Section including On Havana Street District Markers, Art 2C On Havana Public Art Exhibition and continue working with the property owners on landscape plans to get compliance with the Havana Street Overlay District.
- We continued to work with Webolutions and Fox Media & Marketing to make sure we are staying true to our brand in all the marketing and promotions that we do.
- The BID will be working with the Havana Street Multi-Modal Study regarding future opportunities for improvements and assistance on district identity tools to further the improvement of the corridor
- Continued to actively add photos and marketing on social media and on our website to document the events and activities going on in The District.
- Worked with local media, newspapers, magazines, TV stations and Colorado bloggers, food bloggers and social media influencers to market the District in a positive light and promote our events.
- Conducted the maintenance and district marker replacements as needed.

- Worked with new stakeholders to establish new district markers and monument sign improvements.
- Managed the 2020-2022 Art 2C On Havana Street de-install, transitioned new property owners to the BID with existing art pads, and installation the 2022-2024 Art2C On Havana Street will be done in late September/Early October 2022.
- **NEW in 2022 – Art Mural Collaboration:** [Lightshade](#) asked the District if they would partner on murals at their business in the northern end of the corridor at 503 S Havana Street in December 2021 and in January 2022 the board voted to support the \$4500 investment from our \$70,000 District Identity budget for 2022. Lightshade did not participate in the district marker or public art program in the past and the board felt that an art mural would be a great fit for our district identity and stakeholder support program, especially in the northern corridor. The mural was by [Kirleigh Jones](#), a popular and local artist, with the Be a Good Person movement. Her mural work was also recently featured by actress [Beverly Mitchell](#) in the television show [In With The Old](#) on the [Magnolia Network](#).



- **NEW in 2022 – Art Mural Collaboration:** Bonfire Events Co. hosted the Havana Street Global Market at the Havana Exchange Shopping Center from July to September 2022. In partnership with Bonfire Events Co, Western Centers/Havana Exchange Shopping Center, Tous Les Jours, and On Havana Street we sponsored the mural to support the global market and the multiple stakeholders that wanted to add a mural to a wall facing the Havana Street corridor in the southern region of the District.



- **NEW in 2022 – 6 months of Lamar Billboards Promoting On Havana Street:** For the first time in 14 years the District was able to obtain a contract to purchase 6 months of billboards on the Denver side of On Havana Street corridor. The billboards are typically in 12-month contracts with other businesses prior to Covid. In 2021, there were 6 months available, and Kim Fox at Fox Media and Marketing negotiated a great price for 6 billboards and 3 free vinyl productions for the District for less than \$31,000 (Feb-May 2022 + Oct-Nov 2022).

The Board voted to add the contract to our 2022 budget with Kim Fox in January 2022. To save on costs the District recycled the 3 vinyls and only paid for production of 3 billboards to be reused in the 6 month duration. The 3rd billboard is in the design process and will be up in October to November 2022. The billboards captured consumers driving south with lots of retail and commercial destinations. In February 2022 our first billboard went up at 625 S Havana Street north facing, perched above the parking lot of UHAUL, with exposure to traffic southbound, traffic exposure of 203,000 impressions/day. In 2023, the District plans to compete with other contracts to secure the billboard for 6 months for \$40,000 to allow for the creation of new vinyls for all 6 months



III. HAVANA BID 2023 OPERATING PLAN

As determined by the board of directors, area property and business owners, the top priorities for improvements and activities continue to include the following programs:

- Program Management/Stakeholder Communication/Governance

- Economic Development & Marketing/Business Consulting & Advocacy
- District Identity & Image/Community Sense & Involvement

Economic development continues to be our primary focus, and the BID board further defined what should be included in each of the above programs (see below).

BID PROGRAMS: The following narrative provides recommendations for BID programs and a description of the BID's plans for 2023, both continuing programs and new programs. The board may amend program activities in subsequent years within the general categories authorized by state law and in the approved annual operating plan and budget. Final programs and budgets will be subject to the annual review and approval of the BID board of directors. **The narrative below lists what we plan to continue in 2023 and what is new for 2023.**

Economic Development:

In 2023, we plan to continue our ongoing efforts to enhance the overall image and marketability of the Havana corridor and to create a favorable business climate to recruit retain and grow businesses and new development. The BID board of directors sets annual priorities for economic development projects.

Project Management/Ratepayer Communication/Governance:

In 2023 the BID plans to continue to:

- Publish monthly consumer marketing newsletter, Life On Havana Street E-Newsletter and to continue to increase the use of social media like Instagram, Facebook, Linked In, Instagram, You Tube, and Twitter even more to market our events. We will improve the features of our website to elevate the business directory and add more features to assist businesses more during the Covid-19 recovery.
- Work with our International business owners and all our small business owners, facilitating getting them in touch with the business resources they need at the City, the office of International Initiatives, the ASBDC and SBA office, etc.
- Work on its ongoing relationships with the City of Aurora, Arapahoe County, CDOT, RTD, Xcel Energy, Xfinity/Comcast and other entities that impact On Havana Street.
- Perform the daily duties required of a Special District in Colorado and continue to coordinate BID efforts and manage its programs.
- Hold monthly virtual BID board meetings and hold an annual stakeholders' meeting in November.
- The Executive Director will continue to make in-store visits to the businesses in the District to keep them informed and listen to their comments and concerns.
- Pursue issues and policies that will positively influence the Havana District, both in the short and long term; the Executive Director will continue to attend policy committee meetings, study sessions and city council meetings.

Project Management/Ratepayer Communication/Governance:

In 2023 the District plans to continue to:

- Gather the email addresses of more of our stakeholders to add to our distribution lists and business watch email list.
- Work with the City on a snow ordinance education campaign to inform business owners and property managers about the 24-hour snow removal code. Snow removal is an annual "hot button" issue, especially with businesses who have bus stops/benches in front of their businesses and have changed management/employees since the last time it snowed, so no one in charge knows the details of the ordinance from one year to the next. The BID Executive Director drives Havana Street after a snowfall, looking to see who has not shoveled out by the bus stops that about their properties, and then educates the manager/staff on the City's snow removal ordinance.
- Make copies of the Downtown Colorado, Inc. new board member training manual, "The Amazing Colorado BID Board Member Manual" for all new board members and host an orientation meeting with new board members.
- Continue to identify and develop new leadership and advocacy opportunities as they arise.

New for 2023— the District plans to:

- Work on a new 5-year strategic plan to create new or change existing programs as the need arises throughout the year, using the budgeted board reserves as the board sees fit.
- Host more cultural community events with community partners like Aurora PROS, Bonfire Events Co, community non-profits. Some of the events presented to the District have been Global Night Markets, Festivals, Concerts, Lunar New Year, and Day of the Dead Festivities.
- Explore a destination art projection for the District's Identity. District estimates the program to cost \$25,000 to \$250,000.

- Work on board training, development, and engagement.
- Focus on stakeholder relationship building and include board members in networking relationships/interactions with BID businesses.
- Continue advocating for the Covid-19 recovery programming and funding opportunities for the District businesses.
- Focus on workforce development and support for the District businesses.

Economic Development Services/Business Consulting & Advocacy:

In 2023 the District plans to continue to:

- Concentrate on promoting and marketing the district in a very positive light through various media including TV, radio, social media, digital & print ads, conveying the message that the Havana District is the place to come for your everyday needs, as well as for unique experiences in shopping, dining, living, and more.
- Work with the city’s retail specialist, AEDC and developers to work out the optimal retail mix, identify retailer needs and community needs to get new and unique retailers to locate in the Havana District as space becomes available.
- Share store openings and closings, retail sales tax reports, available property info, lease rates and vacancy rates through our newsletters and on our website.
- Continue to concentrate on the District’s safety and business watch program—as noted above.
- To update the District’s master database to keep an up-to-date listing of all commercial properties and businesses in the Havana corridor.
- Participate in the city’s Office of International and Immigrant Affairs, Red Tape Reduction Committee, Havana Street Corridor Study, City Center Visioning Study, Disparity Study, Our Parks, Our Places, “All 4 Business” efforts, code updates, Aurora Places - new comprehensive plan, referring new and existing business owners to the Aurora South Metro Business Development Center.
- Engage with the partners for the Havana Multi Modal Study and participate in the discussions regarding the proposed improvement projects.
- Be the liaison between the businesses and the city and to facilitate connecting business owners and the appropriate city staff/services as necessary.
- Host monthly events to put feet on the street and customers in our businesses.
- Develop an annual “snapshot” of The District to present at the Annual Meeting.
- Update the on-line business directory and website to provide the community up-to-date information about the business district and keep the Available Properties list updated.
- Work with the retail marijuana industry in the District and help support the businesses for the overall safety and security of the corridor.
- Continue to work with the Homeless Street Outreach Team, code enforcement, community non-profits, APD and our businesses to attempt to connect persons experiencing homelessness in the District with appropriate services offered in the community. We will also continue to support events and programs for Comitis Crisis Center virtually/in-person as permitted. Typically, we support the events and offer Comitis a free spot on [9NEWS Colorado and Company](#). In 2022, we supported marketing initiatives and supported the annual [Rock it Sock it](#) collection drive from January to March at our corridor’s businesses. [Over 11 BID business participated, 1217 Sock Drive Kits were created with over 3650 socks collected in total.](#)
- Be on the lookout for other opportunities and partnerships that benefit both our businesses and the community.
- Continue the Automotive Technician Tool Incentive Workforce Program and connect the new dealerships to the program opportunity.

New for 2023—We plan to:

- We budgeted \$21,000 to partner with local schools near the District like Community College of Aurora and the Denver Film School. We would like to create a partnership like the Pickens Tech Tool program and have students create content and promotions for the District stakeholders. In return the District can help and sponsor the students with camera equipment, software, and experience with various industries in the District.
- We budgeted \$25,000 to work with an event contractor to create inclusive events in the District.
- We budgeted \$35,000 for consultants to help the Executive Director with marketing (\$25,000) and event hosting (\$10,000)
- Write and produce new Havana Motor Mile TV commercials promoting auto sales, auto service and auto parts sectors to include the new dealerships.
- Work with the Aurora Urban Renewal Authority, Development Services, the Office of Development Assistance, the development team, business owners and neighbors as we continue with the redevelopment for “Argenta” the former Fan Fare site on the north end of Havana.
- Utilize the marketing budget to support the ribbon cutting and celebrations of the first Argenta building.

- Work with Kimco on the Village on the Park redevelopment plans and assist in attracting new stakeholders to the remaining leases.
- Work with Western Centers on the new businesses coming to Havana Exchange Shopping Center
- Work with AMCAP at the Gardens on Havana on redevelopment plans and attract new businesses to the leases and empty pads for development
- Work with Visit Aurora to strengthen relationships with hotels and partners to encourage more On Havana Street visitors and brand as an entertainment and foodie destination for visitors and business travel.
- Strengthen partnerships, relationships and community networking with Buckley Air Force Base, Anschutz Community-Campus Partnership, The Chamber, local neighborhoods, retirement communities to attract more visitors and residents to explore, shop, eat, live, and experience On Havana Street.
- Think about what we can do to encourage formation of an area-wide transportation plan to connect the Havana District shopping venues with light rail stops, Lowry, Central Park, and the Anschutz Campus, Buckley Space Force, Lockheed Martin, Gaylord of the Rockies especially with the redevelopment of the Fan Fare site.

District Identity & Image/Community Sense & Involvement:

In 2023 the District plans to continue:

- To remain active on the project management team for Havana Street Corridor Multi-Modal Study and inform the stakeholders on new developments, proposed improvements, and updates regarding the study.
- To attend other special district outreach meetings and conferences to stay involved and informed in what other special districts are implementing to help with businesses and corridor through the Covid-19 recovery
- To work with the City of Aurora on other emergency snow removal options for the business district in snow emergencies and continue to re-educate businesses about the snow removal ordinance.
- Assisting stakeholders with code enforcement, landscaping improvements and graffiti removal
- To repair district markers as required and add 3 new district markers as permitting allows. The District budgeted \$30,000 for three additional locations in 2023.
- To engage the neighbors/residents through monthly hybrid events/communications and by having the BID's executive director continue to attend town meetings, keeping the neighbors informed about what is happening On Havana Street.
- Establish more inclusive communications and marketing to the diverse businesses in the corridor.
- Explore translating features and applications for our website, blogs, webpages, and content shared with the community.
- The Executive Director will continue to grow the district image, community sense and BID engagement.
- To encourage our stakeholder businesses to notify the Executive Director when the business is having a special open house, event, sale, or customer appreciation event so we can list those in our newsletter and website.
- Regular Business Watch & "graffiti sweeps" of the District, looking for and reporting graffiti to get it removed a.s.a.p.

New in 2023 —we plan to:

- Focus on expanding our initiatives on crime prevention, educations, safety and security funding opportunities for the District.
- Continue efforts to support business recovery and advocacy. The District will bring back community concerts and events and continue hosting programming and outreach resources for the stakeholders. The District hopes to host trainings, workforce initiative programming and support businesses through collaboration with local and national partners.
- Co-host workshops, programming, and trainings related to business recovery efforts. Example: business liabilities, lease negotiations, job sharing and workforce development programs, managing payroll and inflation costs, funding resources and more.
- Explore new district identity improvements for the corridor. The District is in the process of receiving proposals for art projections, murals, event activations and other projects for 2023. The District is looking to make significant investments in their district identity, events and programming to support improvements in 2023.
- To grow the Art2C program to add two to three more public art locations as redevelopments are completed in 2023. Continue to work with Argenta – Dream Finders Homes to get a new District logo panel marker on the signage of the new development and public art sculpture on the north end of the corridor.
- To reserve funds to host the biennial Art 2C on Havana Gala in 2022-2024 to celebrate the ongoing revitalization of the Havana District, acknowledging our use of public art as an economic development tool. The District board proposed celebrating the program in the gap year in 2023 in the summer months instead of hosting an event in November 2022.
- Continue to work on our district identity and explore canvas wrapping electrical boxes throughout the corridor.
- Explore other District Identity improvements to the corridor like proposed in the Havana Multi Modal Study.
- Continue to work on maintenance of existing district markers and replace damaged markers as needed.
- Continue to work and collaborate on improvements regarding the Havana Street Corridor Multimodal Study

- Work to build a sense of community by distributing information about of the Street Outreach Program Team to business owners and neighbors so anyone can call the team when they see a someone experiencing homeless.

Maintenance Capital Improvements: With stakeholder approval via a formal vote, the BID can issue bonds to pay for capital improvements if the board chooses to do so. BID funds and reserves can be used to match and leverage funds and other resources. No bonding is planned at this time.

There are several ways in which the District and its operations and programs can be managed and staffed, including hiring staff, and/or contracting with a marketing and/or other professional(s) to carry out BID programs.

- **2023 plans are summarized above.**
- The Executive Director takes on the responsibilities and can hire a consultant or event laborers for special projects, as needed and up to \$18,250 in 2022 and in 2023 we budgeted up to \$35,000. We would like to contract for at least \$10,000 for events and \$25,000 for marketing for the District.
- The BID board formed subcommittees to engage and support the ED with the events, marketing, and budgets.

V. BID BUDGET

The District prepared a Preliminary Operational Plan and Budget for 2023 with the preliminary assessed values from November 23, 2021, at \$129,661,592 and voted on 8/18/2022 at the public budget meeting.

** The District received the preliminary assessed values dated on September 1, 2022 from Arapahoe County at \$129,154,664 after the 8/18/2022 preliminary 2023 budget public meeting. Approximately \$665,508 in 2023 is to be raised through a 4.5 mill levy based upon the assessed value of real commercial property which includes the "current year's net total taxable assessed valuation" from page 2, line 4 of the [Certification of Valuation document from Arapahoe County dated September 1, 2022](#) AV's (\$110,418,593 x .0045) = \$496,884, plus the preliminary 2022 URA property tax increment from page 2, line 3 of the [Certification of Valuation](#) ("total TIF area increment" - URA Property Tax Increment (\$18,736,071x .0045) = \$84,312 as well as an estimated \$34,872 in specific ownership tax. The estimated total revenues are \$700,580 and a 2022 fund balance of \$738,786.*

*After this report was submitted to the City of Aurora for the Management & Finance Committee, City Council Study Session and regular City Council Meeting the District will receive the Final AV's for 2022 in late November 2022. *The final AV's for 2023's budget will be received in late November 2022 and added to this document to submit to the City of Aurora, Arapahoe County and the State of Colorado by 12/5/2022. The BID Board will be hosting an executive meeting on budget line items for proposed 2023 events and the staff salary and benefits after the submission to Management & Finance Committee. The District will update this report and update the 2023 budget for Study Session and City Council in October 2022. Please see the attached proposed 2023 budget on page 34.*

Bonds: Any bonding would require a vote of electors. The BID shall be authorized to issue bonds in the future at the discretion of, and in such amounts as may be determined by, the BID board of directors. Approval of a majority of BID electors who vote at an election called for the purpose of authorizing such bonds would be required. No bonding is planned at this time.

Fees, Charges and Other Revenues: Although the current budget and operating plan do not contemplate imposing rates and charges for services furnished or performed, the BID shall be authorized to impose and collect reasonable fees and charges for specific services as determined by the BID Board of Directors. There are no plans to impose any additional fees and charges beyond the annual BID assessment at this time. The BID will be authorized to collect and spend other revenues as well, such as grants, gifts, receipts from contracts and enterprises, specific ownership taxes, and interest earnings.

Assessment Methodology: Under Colorado statutes, business improvement districts can generate revenues through several methods, including charges for services rendered by The District, fees, taxes, special assessments, or a combination of any of these. In order to allocate the costs of the services to be furnished by the BID in a way that most closely reflects the benefits conferred upon the businesses and commercial properties in the BID, the BID shall be authorized to determine, impose and collect a mil levy based upon the assessed value of commercial property located in The District.

The mil levy method of assessment is intended to equitably address the intended benefits to the Havana corridor by improving the overall value of commercial property in The District through enhanced identity and image, economic development initiatives and advocacy for positive change along the corridor.

VI. BID GOVERNANCE AND PROGRAM MANAGEMENT

The Havana BID will be managed by a Board of Directors consisting of a minimum of seven (7) electors, all of whom shall be voting members. At least two-thirds of the board seats shall consist of owners of real property or their representatives within The District.

At least one board member shall be an elector located in the following geographic segments of The District:

- North of Alameda Avenue

- South of Alameda Avenue and North of Mississippi Avenue
- South of Mississippi Avenue and North of Parker Road
- South of Parker Road

The board will also consist of both large and small property owners and will represent a diverse mix of property use types. The BID board will have the following responsibilities:

- Prepare and file the annual District budget in accordance with state legal requirements and ensure compliance with other state laws.
- Provide direction and coordination in carrying out BID funded improvements and services.

The Havana BID Board of Directors includes:

- Garrett Walls, BID President, Owner, Synergy Business Solutions, E-5 Equities/Havana Exchange Shopping Center, 1555 S Havana St, Aurora CO 80012
- Yulissa Williams, BID Vice President, US BANK, 941 S Havana St, Aurora, CO 80012
- Donovan Welsh, General Manger, Havana Auto Parts, 901 S Havana St., Aurora CO 80012
- Patrick Armatas, Owner, Sam's No 3, 2580 S Havana St, Aurora, CO 80014
- John Sanchez, Owner, GEICO Insurance at The Gardens on Havana/AMCAP, 10550 E Garden Dr. #104, Aurora, CO 80012
- Matt Rauzi, Owner, Colorado's Pro Gym, 1961 S Havana St, Aurora, CO 80014

3 NEW BID BOD members were confirmed on 12/20/2021:

- Kerstin Hitchcock with Gary's Full-Service Auto Repair LLC, 30 S Havana St Ste 304R, Aurora, CO, 80012
- Jennifer Dunn with First Bank, 2300 S Havana St, Aurora CO, 80014
- Alex Lee with New Gate Construction, 1930 S Havana St, Aurora, CO, 80014

At the end of December 2021:

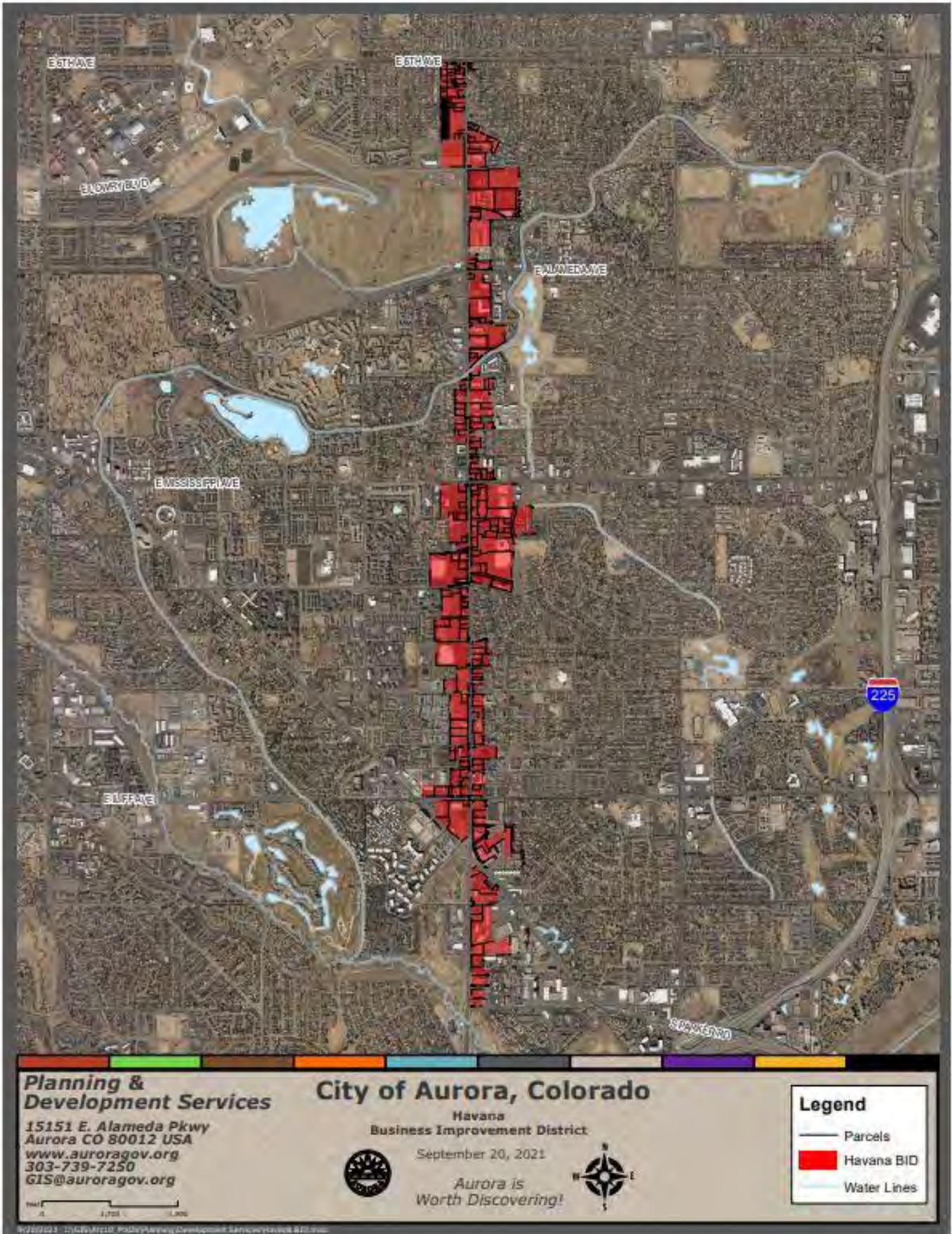
- Gary Sliger retired and sold business to Kerstin & Joe Hitchcock, Owner of Gary's Full-Service Auto Repair, 30 S Havana St., 304-R, Aurora CO 80012
- Sean Choi, resigned from the Havana location to transfer for a promotion, Director of Diversity, Equity, and Inclusion Senior Vice President, First Bank, 2300 S Havana St, Aurora CO, 80014
- **Zero Open Board Positions** – However the District has received interest from BID Stakeholders include Chris Swank – The Stampede, Hannah Cho – Shin Myung Gwan Korean BBQ Restaurant, representatives from Argenta – Housing Development, AMCAP, and Kum & Go – two properties in the District.

VII. CITY SERVICES: BID services will be in addition to any City services currently provided along Havana.

VIII. TERM

The Havana BID is recommended to be a perpetual BID with a mandatory review period every 5 years. The review will allow for appropriate adjustments to the BID boundary, assessment methodology and/or programming. The review will allow business and property owners to address and respond to changes as they occur along the corridor.





Havana Business Improvement District					
Proposed Budget					
General Fund					
For the Year Ended December 31, 2023					
	Actual 2021	Adopted Budget 2022	Actual 8/31/2022	Estimate 2022	Proposed Budget 2023
Beginning fund balance	\$ 441,364	\$ 585,260	\$ 643,321	\$ 643,321	\$ 738,786
Revenues					
URA property tax increment	\$ 89,706	\$ 73,329	\$ 90,779	\$ 90,779	\$ 84,312
Property tax revenue	438,451	510,148	490,519	509,000	581,196
Specific ownership taxes	35,557	40,812	24,577	35,700	34,872
VA relief funds	20,000	-	-	-	-
Interest income	201	200	2,051	3,000	200
Miscellaneous Income	628	-	369	369	-
	584,541	624,489	608,295	638,848	700,580
	1,025,905	1,210,749	1,251,616	1,282,169	1,439,366
Expenditures					
Special events					
Event expenses		125,000	-	-	217,000
Promotional	45,656	-	43,591	60,000	-
Printing & graphics	3,480	-	-	-	-
Entertainment	2,200	-	-	-	-
Gift Cards/Cash prizes/Promotions	10,408	-	18,166	20,000	-
Other event expenses	6,637	-	8,240	25,000	-
Special events total	68,381	125,000	69,997	105,000	217,000
Program management					
Supplies	5,584	16,500	38	70	20,000
Overhead	-	-	5,990	9,600	-
Program management total	5,584	16,500	6,028	9,670	20,000
Printing & graphics					
Miscellaneous & mileage	1,725	3,200	2,174	3,200	4,000
Salary	73,350	80,000	53,300	80,000	80,000
Medical Insurance Reimbursement ICHRA Wage Works Health Equity (\$6500 +	2,789	7,000	5,968	7,000	7,000
Retirement match (3% retirement savings match)	5,260	2,400	2,174	2,174	2,700
Payroll tax 7.65% of Emp. Salary)	6,301	6,000	4,076	6,120	6,500
Professional training	263	1,500	-	-	1,500
Accounting & Annual Audit	13,677	18,000	8,459	14,000	16,000
Legal	5,136	7,500	808	5,000	7,500
SDA BID Insurance	7,777	7,740	8,722	8,722	10,000
Stakeholder relations	1,105	5,000	1,247	5,000	5,000
Board development	2,474	10,000	2,249	7,500	10,000
Consulting (\$10K EVENT + \$25,000 MARKETING)		18,250	-	2,500	35,000
Business attraction & support	1,836	-	862	862	-
Treasurer fees - Tax Revenue - (1.5% AVs)	6,580	7,652	7,327	7,635	7,652
Consumer marketing (HMM Kim Fox Contract \$219K + \$21K Tool Program + \$10K APS STADIUM)	114,263	157,000	91,464	192,000	250,000
Website & branding (\$30K Webolutions + \$5k Social Ads)	24,731	30,000	6,726	25,000	30,000
ART2C expense & district identity/District Markers/Art murals	39,492	70,000	26,926	60,000	70,000
ADP Payroll fees	1,860	1,700	914	2,000	2,000
Contingency/Savings	-	619,074	-	-	638,281
Emergency reserve (REQ 3% Tabor on total expenditures w/o the treasurer's fee w	-	17,233	-	-	17,233
					803,852
Total Expenditures	382,584	1,210,749	299,421	543,383	1,439,366
Fund balance - ending	\$ 643,321	\$ -	\$ 952,195	\$ 738,786	\$ 0

[2023 Preliminary Budget with YTD 8 31 2022 Financials](#)

Havana Business Improvement District					
Proposed Budget					
General Fund					
For the Year Ended December 31, 2023					
		Adopted			Proposed
	Actual	Budget	Actual	Estimate	Budget
	2021	2022	8/31/2022	2022	2023
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	<u>1,025,905</u>	<u>1,210,749</u>	<u>1,251,616</u>	<u>1,282,169</u>	<u>1,439,366</u>
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Special events					
Event expenses		125,000	-		217,000
Promotional	45,656	-	43,591	60,000	-
Printing & graphics	3,480	-	-	-	-
Entertainment	2,200	-	-	-	-
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Program management total	<u>5,584</u>	<u>16,500</u>	<u>6,028</u>	<u>9,670</u>	<u>20,000</u>
Printing & graphics		-	-	-	-
Miscellaneous & mileage	1,725	3,200	2,174	3,200	4,000
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Total Expenditures	<u>382,584</u>	<u>1,210,749</u>	<u>299,421</u>	<u>543,383</u>	<u>1,439,366</u>
Fund balance - ending	\$ 643,321	\$ -	\$ 952,195	\$ 738,786	\$ 0

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET
FOR THE HAVANA BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2007-36 organizing the Havana Business Improvement District (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Havana Business Improvement District are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Parkside at City Centre BID 2023 Operating Plan and Budget
Item Initiator: Jennifer Orozco, Development Project Manager – Planning and Development Services
Staff Source/Legal Source: Jennifer Orozco, Dev Project Mgr – PDS / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/17/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title: Parkside at City Centre BID 2023 Operating Plan and Budget
- Waiver of reconsideration requested, and if so, why: N/A
- Sponsor name: N/A
- Staff source name and title / Legal source name and title:
- Outside speaker name and organization: N/A
- Estimated Presentation/discussion time 5 / 5

Jennifer Orozco, Dev Project Manager / Hanosky Hernandez, Sr. Assistant City Attorney
Estimated time: 10 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

City Council approved the establishment of the Parkside at City Centre Business Improvement District (BID) in 2017 (Ord. No. 2017-18). The BID is located at the northeast corner of E. Alameda Avenue and S. Sable Boulevard. State statute requires that the BID file its proposed annual budget for the upcoming year with the City Clerk for City Council review and approval.

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

The attached resolution will approve the Parkside at City Centre Business Improvement District 2023 operating plan and budget. All public improvements were completed by 2022, funded by \$13,990,000 from the 2019 debt issuance. Therefore, the 2023 operating plan anticipates no new activity for the Capital Projects Fund. In 2023 the General and Debt Service Funds anticipate \$715,307 in revenue mainly from property tax, developer advances, a privately imposed Public Improvement Fee (PIF), and a transfer from the Parkside Metropolitan District. The Debt Service Fund also anticipates a beginning fund balance of \$2,047,159, carried over from prior years. Together, the General and Debt Service Funds anticipate \$1,325,830 in expenditures in 2023, mainly for management expenses and bond interest. The Debt Service Fund anticipates paying \$220,000 in bond principal in 2023.

QUESTIONS FOR COUNCIL

Does the Council wish to forward the resolution approving the 2023 operating plan and budget for the Parkside at City Centre Business Improvement District to the November 14, 2022, regular meeting of the City Council for formal consideration?

LEGAL COMMENTS

No business improvement district shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the municipality within which it is located has approved an operating plan and budget for the district. **See** Sec. 31-25-1211, C.R.S. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: The attached item sets out the 2023 operating plan and budget for the Parkside at City Centre Business Improvement District. Funding is projected at \$715,307 primarily from property tax, developer advances, a privately imposed Public Improvement Fee (PIF), and a transfer from the Parkside at City Centre Metropolitan District.

2023 OPERATING PLAN AND BUDGET

**PARKSIDE AT CITY
CENTRE BUSINESS
IMPROVEMENT
DISTRICT**

City of Aurora, Arapahoe County, Colorado

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EXHIBIT A - District Contact Information

EXHIBIT B - BID Budget 2023

 General Fund

 Capital Projects Fund

 Debt Service Fund

EXHIBIT C - District Boundary Map

2023
OPERATING PLAN FOR THE
PARKSIDE AT CITY CENTRE BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. Requirement for this Operating Plan. The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Parkside at City Centre Business Improvement District (the “District”) file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the City may require.

The District’s original 2017 Operating Plan and subsequent Operating Plans previously approved by the City are incorporated herein by reference and shall remain in full force and effect except as specifically or necessarily modified hereby.

C. Purposes. As may be further articulated in prior years’ Operating Plans, the ongoing and/or contemplated purposes of this District for 2023 include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

D. Ownership of Property or Major Assets. The District will own public improvements as constructed if such improvements are not otherwise dedicated to other public entities for operation and maintenance.

E. Contracts and Agreements. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is currently a party to the Public Finance and Reimbursement Agreement with the Aurora Urban Renewal Authority, Parkside Aurora, LLC, and Parkside at City Centre Metropolitan District, dated March 4, 2019. The District entered into an Intergovernmental District Facilities Construction and Service Agreement with the Parkside at City Centre Metropolitan District on August 4, 2020, whereby the District is responsible for constructing,

operating, and maintaining certain public improvements benefitting both Districts and the Metropolitan District contributes to the costs related to such construction, operation, and maintenance. The District may also enter into agreements with the City and other districts encompassing adjacent developments in order to cooperate on infrastructure projects.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. The Parkside at City Centre Business Improvement District was organized by the City of Aurora, Colorado by Ordinance No. 2017-38 on October 28, 2017.

B. Governance. The District is governed by an elected Board of Directors.

C. Current Board. The current Board members are:

- 1) Chase LaFrano
- 2) Jason Marcotte
- 3) Tim Fredregill
- 4) Darren Hinton
- 5) Vacancy

Director and other pertinent contact information is provided in **Exhibit A**.

D. Term Limits. A ballot question was included to eliminate term limits for the November 7, 2017 special election. The question passed.

E. Advisory Board. The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

A map of the District's boundaries is attached as **Exhibit C**. The District may have inclusion or exclusion requests in the coming year. The District will obtain the City's approval of any inclusion or exclusion of property in the event such action is necessary.

4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances to provide improvements or services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these improvements and services, but the revenue-

raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will construct, install or cause to be constructed and installed include those public improvements the costs of which may, in accordance with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation.

5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2023 Budget. The proposed 2023 Budget for the District is attached as **Exhibit B**. The adopted 2022 Budget differed from the 2022 Budget attached to the 2022 Operating Plan to account for the final assessed valuation of the property within the District, to adjust the amount of specific ownership tax revenues, to adjust the amount of property tax revenues transferred from Parkside at City Centre Metropolitan District as a result of the final assessed valuation of the property within the Parkside at City Centre Metropolitan District, to adjust the amount of developer advances, and to adjust the expenditures the District anticipated incurring.

B. Authorized Indebtedness. The District held an election on November 7, 2017, for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$50,000,000.

C. Property Tax and Debt Service Mill Levy Cap. The District's debt service taxing ability shall be constrained to a mill levy limitation of up to 50 mills. The debt service mill levy cap set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after, but not before, January 1, 2004. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. The debt service mill levy cap shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

D. District Revenues. The District anticipates receiving property tax revenue, public improvement fee revenue, sales tax revenue, developer advances, and property tax revenue from the Parkside at City Centre Metropolitan District in accordance with the Intergovernmental District Facilities Construction and Service Agreement the District and Parkside at City Centre Metropolitan District entered into on August 4, 2020. The District is the beneficiary of revenues derived from a privately imposed public improvement fee, which are used to support public improvement construction and existing bonds. See proposed 2023 Budget attached as **Exhibit B**.

E. Existing Debt Obligations. On April 9, 2019, the District issued its \$13,990,000 Special Revenue and Tax Supported Senior Bonds Series 2019A (“2019 Bonds”) for the purpose of constructing capital improvements with a public purpose necessary for development. The City Council approved this issuance by Resolution No. R2019-06, as required by the 2019 Operating Plan. Following the issuance of the 2019 Bonds, the District has \$36,010,000 in remaining debt authorization. The District did not make any principal payments on the 2019 Bonds in 2022.

F. Future Debt Obligations. The District does not anticipate issuing debt in 2023.

G. Other Financial Obligations. The District may enter into agreements including reimbursement or similar agreements and leases, as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

H. Non-Default Provisions. Limited tax general obligation bonds issued by the District shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. No Debt or Obligation of the City. The debt of the District will not constitute a debt or obligation of the City in any manner. The faith and credit of the City will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any securities issued by the District.

7. 2023 ACTIVITIES, PROJECTS AND CHANGES

A. Services, Activities, Projects and Public Improvements

i. Provided for in 2022: The District provided operation and maintenance services in 2022, including, but not limited to, parking and street maintenance and operations, including snow removal; landscaping; stormwater; marketing; security; and common area maintenance.

ii. Planned for in 2023: The District anticipates it will continue to provide such operation and maintenance services in 2023.

B. Projects and Public Improvements. The District completed construction of the public improvements for the project in 2022.

C. Summary of 2023 Activities and Changes from Prior Year. The District's activities will continue to largely consist of District administration, payment of its existing bonds, and providing the operation and maintenance services listed above.

D. Boundary Changes. Following the condominiumization of the mixed-use building in the project in 2022, the District excluded the residential portion of the building from its boundaries. The District does not anticipate boundary changes in 2023.

E. Changes to Board or Governance Structure. The Board may appoint an individual to fill the vacancy in late 2022 or early 2023 or wait for the vacant seat to be filled through the May 2, 2023 regular election.

F. Mill Levy Changes.

- ii. 2022 Mill Levies: The District imposed 13 mills for operations and maintenance, 50 mills for debt service, and 1 mill for ARI mill levy in 2022.
- iii. 2023 Mill Levies: The District anticipates imposing 13 mills for operations and maintenance, 50 mills for debt service, and 1 mill for ARI mill levy in 2023.

G. Elections. Regular election to occur on May 2, 2023.

H. Major Changes in Development Activity or Valuation. Construction of the public improvements for the project was completed in 2022.

I. Ability to Meet Current Financial Obligations. See 2023 Budget attached as Exhibit B.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations the District will seek to dissolve pursuant to C.R.S. § 31-25-1225.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
Director and Other Contact Information

BOARD OF DIRECTORS:

Jason Marcotte
1999 Broadway, Suite 770
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jason@summitcvg.com

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12655 W. 54th Drive
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303.216.0420
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Darren Hinton
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Bow Mar, Colorado 80123
303.216.0420
dhinton@milenderwhite.com

Vacancy

DISTRICT CONTACT:

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Spencer Fane LLP
1700 Lincoln Street, Suite 2000
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303-839-3845
rdykstra@spencerfane.com

INSURANCE AND DIRECTORS' BONDS:

T. Charles Wilson Insurance Service
384 Inverness Parkway
Centennial, Colorado 80112
303-368-5757

ACCOUNTANT:

Diane Wheeler
Simmons & Wheeler, P.C.
304 Inverness Way South, Suite 490
Englewood, Colorado 80112
303-689-0833

diane@simmonswheeler.com

AUDITOR:

Wipfli LLP

14143 Denver W Parkway #450

Lakewood, CO 80401

303-988-1900

EXHIBIT B

**2023 BID Budget
General Fund
Capital Projects Fund
Debt Service Fund**

Parkside at City Centre Business Improvement District
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimated <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ 2,188	\$ 844	\$ -	\$ -	\$ -
Revenues:					
Property taxes	19,175	32,489	32,489	14,852	61,589
Specific ownership taxes	1,623	2,569	2,292	4,500	4,897
PIF revenue	6,035	28,036	5,556	12,000	28,036
Transfer from Parkside Metro District	17,024	32,238	36,312	36,312	32,238
Interest income	50	25	1,831	1,900	25
Developer advances	41,510	75,000	46,967	101,851	75,000
Total revenues	<u>85,417</u>	<u>170,357</u>	<u>125,447</u>	<u>171,415</u>	<u>201,785</u>
Total funds available	<u>87,605</u>	<u>171,201</u>	<u>125,447</u>	<u>171,415</u>	<u>201,785</u>
Expenditures:					
Accounting/audit	17,585	20,000	11,737	21,000	20,000
Election	-	5,000	-	-	5,000
Insurance/ SDA Dues	20,876	22,000	38,928	38,928	22,000
Legal	34,078	20,000	18,165	25,000	20,000
Trash	-	-	-	900	-
Utilities	-	11,700	1,381	2,500	11,700
Maintenance	14,748	13,200	14,318	15,000	13,200
Lot sweeping	-	3,800	-	2,500	3,800
Janitorial/Porter	-	19,200	-	1,000	19,200
Landscaping	-	13,320	-	-	13,320
Snow removal	-	15,000	25,210	35,000	15,000
Miscellaneous	30	2,400	67	100	2,400
Security	-	6,450	8,154	15,000	6,450
Management	-	12,000	7,000	14,000	12,000
Contingency	-	1,707	-	-	31,841
Treasurer's Fees	288	487	487	487	924
Emergency Reserve	-	4,937	-	-	4,950
Total expenditures	<u>87,605</u>	<u>171,201</u>	<u>125,447</u>	<u>171,415</u>	<u>201,785</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 2,499,155</u>			<u>\$ 4,737,588</u>
Mill Levy		<u>13.000</u>			<u>13.000</u>

Parkside at City Centre Business Improvement District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimated <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Interest income	-	-	-	-	-
Developer advances	1,228,865	-	-	-	-
Bond Proceeds	-	-	-	-	-
Total revenues	<u>1,228,865</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>1,228,865</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures:					
Issuance costs	-	-	-	-	-
Capital expenditures	1,228,865	-	-	-	-
Transfer to Debt Service	-	-	-	-	-
Total expenditures	<u>1,228,865</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Parkside at City Centre Business Improvement District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimated <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ 2,617,512	\$ 1,876,746	\$ 1,860,700	\$ 1,860,700	\$ 2,047,159
Revenues:					
PIF Revenue	54,318	252,326	50,003	75,000	252,326
TIF Revenue	-	191,347	935,360	935,360	-
Property taxes	73,752	124,958	124,958	56,826	236,879
Specific ownership taxes	4,782	9,997	8,816	15,000	18,950
Property taxes - ARI	1,475	2,499	2,499	1,143	4,738
Specific ownership taxes - ARI	102	200	176	250	379
Interest Income	321	250	267	500	250
	<u>134,750</u>	<u>581,577</u>	<u>1,122,079</u>	<u>1,084,079</u>	<u>513,522</u>
Total revenues					
Total funds available	<u>2,752,262</u>	<u>2,458,323</u>	<u>2,982,779</u>	<u>2,944,779</u>	<u>2,560,681</u>
Expenditures:					
Bond interest expense	874,375	874,375	437,188	874,375	874,375
Bond principal	-	-	-	-	220,000
Treasurer's fees	1,108	1,874	1,874	852	3,553
ARI Treasurer fees	22	37	37	37	71
Authority fee	11,000	11,000	11,000	11,000	11,000
Trustee / paying agent fees	3,500	10,000	-	10,000	10,000
ARI Mill levy	1,557	2,662	2,638	1,356	5,046
	<u>891,562</u>	<u>899,948</u>	<u>452,737</u>	<u>897,620</u>	<u>1,124,045</u>
Total expenditures					
Ending fund balance	<u>\$ 1,860,700</u>	<u>\$ 1,558,375</u>	<u>\$ 2,530,042</u>	<u>\$ 2,047,159</u>	<u>\$ 1,436,636</u>
Assessed valuation		<u>\$ 2,499,155</u>			<u>\$ 4,737,588</u>
Mill Levy		<u>50.000</u>			<u>50.000</u>
ARI Mill Levy		<u>1.000</u>			<u>1.000</u>
Total Mill Levy		<u>64.000</u>			<u>64.000</u>

EXHIBIT C

District Boundary Map

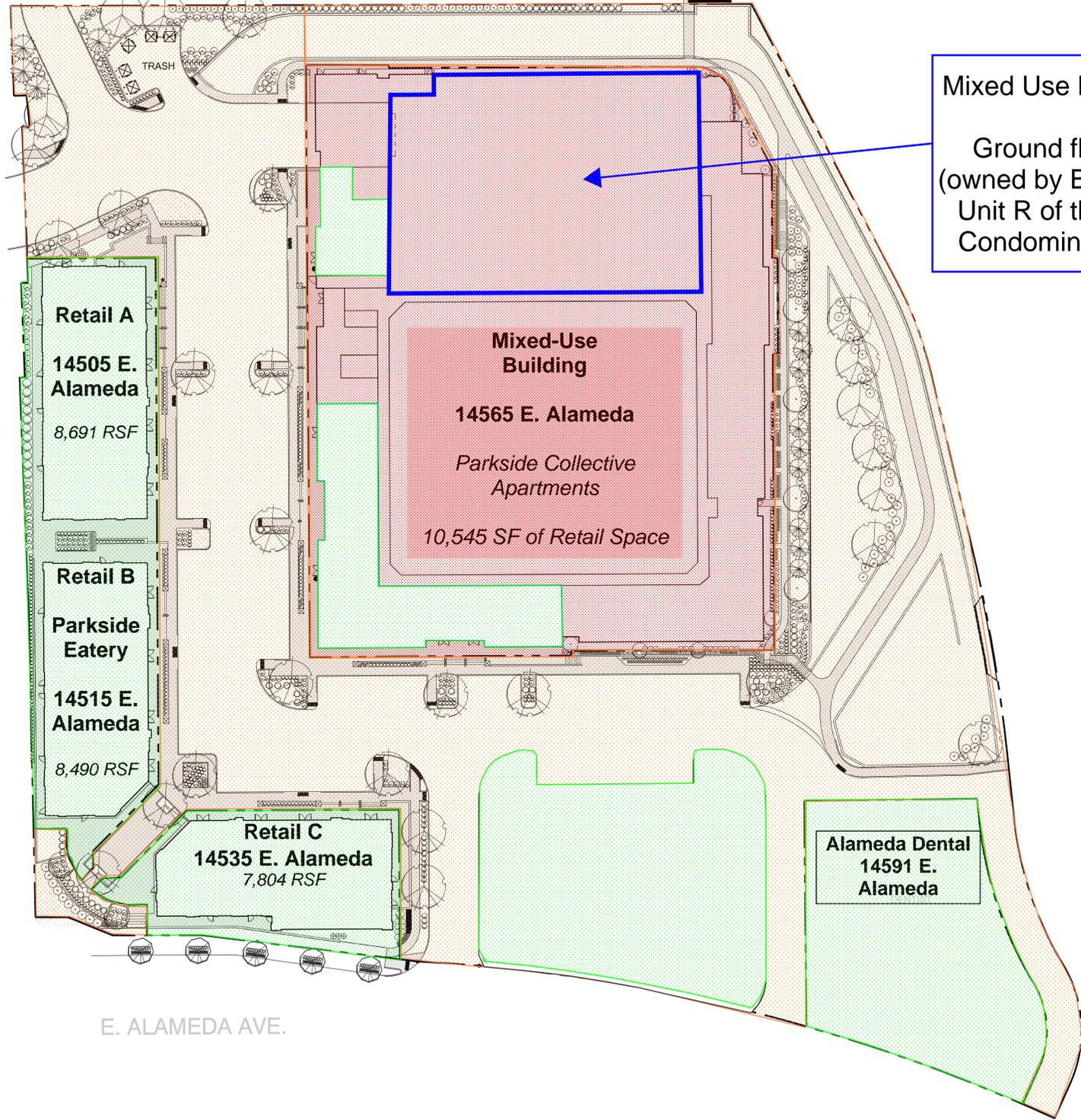
Parkside @ City Center: District Inclusions

Parkside at City Centre Business Improvement District:
 24,985 SF of Stand-Alone Retail Buildings:
 Parkside Retail A: 14505 E. Alameda
 Parkside Retail B: 14515 E. Alameda
 Parkside Retail C: 14535 E. Alameda

Unit C of Parkside City Center Condominium
 (i.e., 10,545 SF of Retail on the ground floor of the
 Mixed-Use Building): 14565 E. Alameda

BOK Financial Building: 14575 E. Alameda
 Alameda Dental Building: 14591 E. Alameda

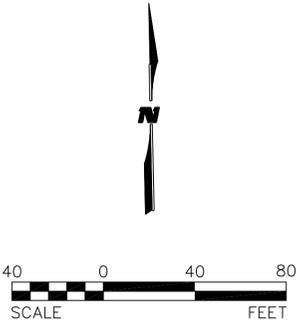
Parkside at City Centre Metro District:
 Unit R of Parkside City Center Condominium
 (i.e., the Residential Portion of the Mixed-Use Building,
 including floors 2-5 of the parking garage)



Mixed Use Building Parking Garage:
 Ground floor is part of "Tract A"
 (owned by BID); floors 2-5 are part of
 Unit R of the Parkside City Center
 Condominium (private ownership)

BLE BLVD

E. ALAMEDA AVE.



RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE 2023 OPERATING PLAN AND BUDGET FOR
THE PARKSIDE AT CITY CENTRE BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), is vested with jurisdiction to create one or more districts within City boundaries pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, pursuant to the Act, the Council has adopted Ordinance No. 2017-38 organizing the Parkside at City Centre Business Improvement District (the “District”) and appointing the District’s initial Board of Directors (the “Board”); and

WHEREAS, Section 31-25-1211, C.R.S., provides that no district created under the Act shall issue bonds, levy taxes, fees, or assessments, or provide improvements or services unless the City has approved an operating plan and budget for the district; and

WHEREAS, the Board has approved a 2023 District operating plan and budget (the “2023 Operating Plan and Budget”) for submittal to the City, which Operating Plan and Budget are in full compliance with the requirements of the Act; and

WHEREAS, the Council finds and determines that the approval of the 2023 Operating Plan and Budget in the form presented to the Council at this meeting is in the best interests of both the City and the District.

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

Section 1. The 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District are hereby approved, including the declaration of public interest and necessity for improvements contained therein.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



Planning & Development Services

15151 E. Alameda Pkwy
Aurora CO 80012 USA
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303-739-7250
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Feet
0 250 500

City of Aurora, Colorado

Parkside at City Centre
Business Improvement District

September 20, 2022



Aurora is Worth Discovering!



Legend

-  Water Lines
-  Lakes
-  Parcels
-  Parkside at City Centre BID

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: First Amendment to Drainage and Flood Control Improvements for Cherry Creek Restoration at Arapahoe Road.
Item Initiator: Sarah "Sam" Miller, Stormwater Engineer, Aurora Water
Staff Source/Legal Source: Swirvine Nyirenda, Planning Services Manager, Aurora Water/ Ian Best 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

CONSIDERATION OF THE CITY COUNCIL TO APPROVE A RESOLUTION FOR THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, D/B/A MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, THE CHERRY CREEK BASIN WATER QUALITY AUTHORITY, AND ARAPAHOE COUNTY REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK RESTORATION AT ARAPAHOE ROAD.

Swirvine Nyirenda, Planning Services Manager / Ian Best, Assistant City Attorney
Estimated time: 5 mins

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

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.
- Approve Item as proposed at Study Session
- Approve Item as proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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 October 10, 2021 the Water Policy Committee supported an Intergovernmental Agreement for Drainage and Flood Control Improvements for the Cherry Creek Restoration at Arapahoe Road and forwarded to Study Session.

On November 8, 2021 the City Council of the City of Aurora approved an Intergovernmental Agreement for Drainage and Flood Control Improvements for the Cherry Creek Restoration at Arapahoe Road as item 11m.

On October 19, 2022, the Water Policy Committee supported the first amendment to an Intergovernmental Agreement for Drainage and Flood Control Improvements for the Cherry Creek Restoration at Arapahoe Road to forward to Study Session.

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

Background:

In 2004, the Mile High Flood District and Aurora completed a Master Drainageway Plan for the Cherry Creek Basin Upstream of the reservoir. The Master Plan identified the need for bank stabilization and grade control to mitigate significant erosion concerns. Since that time, some grade control structures have been installed and portions of the reach have been improved. However, there is still significant erosion occurring in several other locations within the channel between the Cherry Creek Soccer Complex and the confluence with Piney Creek (see attached vicinity map).

Scope:

The Scope of this IGA is to identify ways to mitigate the erosion in the remaining portions of the channel, to complete a design for those mitigation measures, and to construct identified projects.

Cost:

MHFD has requested that all participating parties contribute to this study. Based on tributary area and requested scope that would benefit the party, MHFD and Aurora have contributed \$100,000 each, the Southeast Metro Stormwater Authority (SEMSWA) contributed \$20,000 and the Cherry Creek Basin Water Quality Authority (CCBWQA) contributed \$25,000. This amendment increases each party's contribution - \$225,000 from the MHFD, \$50,000 each from SEMSWA and Aurora, and \$145,000 from CCBWQA. This percentage share of the project cost more equitably matches the drainage area present in each jurisdiction. Please note, these amounts are different than the MHFD Board resolution passed in January 2022. These new amounts are due to a reduction in Aurora's contribution to more equitably match the other contributing agencies. The MHFD resolution will not be re-passed to reflect the new total local share because the MHFD contribution is un-changing.

In addition to these funds, the District identified a previous project account from 2015 with an identical scope. **That project was abandoned and still has remaining funds within the District's treasury. It was decided for the District to transfer those funds from the older project into this project's fund. Aurora's contribution to the older project will transfer \$90,258.84, bringing Aurora's full share to this point to \$240,258.84. MHFD will transfer \$115,531.32, SEMSWA's remaining funds to be transferred total \$1,790.74, and CCBWQA will transfer \$81,247.40.** Further Amendments are anticipated as the project advances to the construction phase.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora APPROVE A RESOLUTION for the First Amendment to an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise, the Urban Drainage and Flood Control District, d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, The Cherry Creek Basin Water Quality Authority, and Arapahoe County regarding design and construction of drainage and flood control improvements for Cherry Creek Restoration at Arapahoe Road?

LEGAL COMMENTS

The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 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. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Best).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this IGA will be from the Capital Improvement Program, Wastewater Fund in the amount of \$50,000.

ORG: 52492 (Cherry Creek @ Arapahoe Road Drain Imp-SD)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, THE CHERRY CREEK BASIN WATER QUALITY AUTHORITY, AND ARAPAHOE COUNTY REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK RESTORATION AT ARAPAHOE ROAD

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora”), the Urban Drainage and Flood Control District d/b/a Mile High Flood District (“District”), Southeast Metro Stormwater Authority (“SEMSWA”), and the Cherry Creek Basin Water Quality Authority (“CCBWQA”), and Arapahoe County (“Arapahoe”) have agreed to fund the design and construction of drainage and flood control improvements for Cherry Creek restoration at Arapahoe Road; and

WHEREAS, the project costs funded through this amendment to the Intergovernmental Agreement include final design services, delineation, description and acquisition of required easements and rights of way, and construction of improvements for Cherry Creek restoration at Arapahoe Road (“Project Costs”); and

WHEREAS, Aurora’s additional contribution to the Project Costs through this amendment shall be \$50,000.00; and

WHEREAS, a summary of contributions to date is set forth in the table below:

	Previous Contribution	Contribution through this Amendment	Total Contribution
District	\$215,531.32	\$225,000.00	\$440,531.32
Aurora	\$190,258.84	\$50,000.00	\$240,258.84
SEMSWA	\$21,790.74	\$50,000.00	\$71,790.74
CCBWQA	\$106,247.40	\$145,000.00	\$251,247.40
	\$533,828.30	\$470,000.00	\$1,003,828.30

; and

WHEREAS, the work performed pursuant to the Intergovernmental Agreement and this amendment is necessary for the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 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 Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The first amendment to the Intergovernmental Agreement between Aurora, District, SEMSWA, CCBWQA, and Arapahoe regarding the design and construction of drainage and flood control improvements for Cherry Creek restoration at Arapahoe Road is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

RLA

IAN BEST, Assistant City Attorney

FIRST AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK
RESTORATION AT ARAPAHOE ROAD

Agreement No. 21-06.17A
Project No. 108670

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA, Colorado, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas acting by and through its Utility Enterprise (hereinafter called "CITY"); SOUTHEAST METRO STORMWATER AUTHORITY (hereinafter called "SEMSWA"); CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES"; and ARAPAHOE COUNTY, Colorado (hereinafter called "Arapahoe County") ONLY as to Paragraphs 10 and 11 of the original AGREEMENT;

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cherry Creek Restoration at Arapahoe Road" (Agreement No. 21-06.17) dated December 21, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Cherry Creek Restoration at Arapahoe Road (hereinafter called "PROJECT"); and

WHEREAS, PARTIES completed the previous projects under Cherry Creek at Arapahoe Road Agreement No. 12-08.04 as amended and desire to transfer the remaining balance to PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by \$758,828.30 which includes transfer of \$288,828.30 from Cherry Creek at Arapahoe Road Agreement No. 12-08.04 as amended and additional contributions of \$470,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 11, Series of 2022); and

WHEREAS, the City Council of City; Board of Directors of SEMSWA; Board of Directors of CCBWQA; and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs as set forth in this First Amendment of the respective PARTIES.

WHEREAS, Arapahoe County is a voting member of SEMSWA and PROJECT is located in Arapahoe County; and

WHEREAS, Arapahoe County has not delegated its land use and police powers in regard to the regulation and control of floodplains located within unincorporated Arapahoe County to SEMSWA; and

WHEREAS, Arapahoe County and CITY are therefore the only governmental entities that can make the agreement contained in Paragraph 10 of Agreement No. 21-06.17; and

WHEREAS, Paragraph 10 of the AGREEMENT incorrectly listed SEMSWA as the Floodplain Administrator and Arapahoe County was omitted thus necessitating the amendment of Paragraph 10 and Arapahoe County's signature on this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$1,003,828.30 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1.	Final Design	\$ 345,000	\$ 245,000
2.	Right-of-way	\$ -0-	\$ -0-
3.	Construction*	\$ 658,828.30	\$ -0-
4.	Contingency	\$ -0-	\$ -0-
	Grand Total	\$ 1,003,828.30	\$ 245,000

* It is anticipated that additional funding for construction will be added through future amendments.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

C. At the request of CITY, SEMSWA, and CCBWQA, the following CITY, SEMSWA, CCBWQA, and DISTRICT funds shall be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Cherry Creek at Arapahoe Road; Project No. 100407; Account No. 5603; Agreement No. 12-08.04 Amendment E; Amount: \$288,828.30.
 Project No. 100407 funds shall be transferred into PROJECT according to the contribution percentage share specified in Agreement No. 12-08.04E.

D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party by this First Amendment shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Special Funds Transfer from Account No. 5603</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT Special Funds Transfer	43.9%	\$100,000	\$115,531.32	\$225,000	\$440,531.32
CITY Special Funds Transfer	23.9%	\$100,000	\$90,258.84	\$50,000	\$240,258.84
SEMSWA Special Funds Transfer	7.2%	\$20,000	\$1,790.74	\$50,000	\$71,790.74
CCBWQA Special Funds Transfer	25.0%	\$25,000	\$81,247.40	\$145,000	\$251,247.40
TOTAL	100.00%	\$245,000	\$288,828.30	\$470,000	\$1,003,828.30

E. DISTRICT Acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$251,247.40 without CCBWQA's prior express written consent.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's (as defined in said Resolution) one-half share may come from its own revenue sources or from

funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (CITY - \$240,258.84; SEMSWA - \$71,790.74; CCBWQA - \$251,247.40; DISTRICT - \$440,531.32) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY, SEMSWA and CCBWQA of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. Paragraph 10. FLOODPLAIN REGULATION is deleted and replaced as follows:

10. FLOODPLAIN REGULATION

Arapahoe County and CITY agree to regulate and control the floodplain of Cherry Creek within Unincorporated Arapahoe County and CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum. PARTIES understand and agree, however, that Arapahoe County and CITY cannot obligate itself by contract to exercise its police powers. If Arapahoe County or CITY fails to regulate the floodplain of Cherry Creek within Arapahoe County or CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and Arapahoe County and CITY shall cooperate fully.

4. All other terms and conditions of this AGREEMENT shall remain in full force and effect. WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name _____

Title Executive Director

Date _____

Checked By

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Mike Coffman, Mayor

Date

ATTEST:

Kadee Rodriguez, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:

 Ian J Best
Ian Best, Assistant City Attorney

 10/10/2022
Date

 22030513
ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

By _____

Name Josh Rivero

Title President

Date _____

ATTEST:

John McCarty, Secretary/Treasurer

APPROVED AS TO FORM FOR CCBWQA:

Timothy J. Flynn, General Counsel

Date: _____

SOUTHEAST METRO STORMWATER
AUTHORITY

By _____

Name Dan Olsen

Title Executive Director

Date _____

ARAPAHOE COUNTY

By _____

Title Director, Public Works & Development

Authorized by Resolution Number _____
As to the obligations contained in
Paragraphs 10 and 11 only

Date _____

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK
RESTORATION AT ARAPAHOE ROAD

Agreement No. 21-06.17
Project No. 108670

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "CITY"); SOUTHEAST METRO STORMWATER AUTHORITY (hereinafter called "SEMSWA"); CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Cherry Creek Corridor – Reservoir to Scott Road Major Drainageway Plan" by URS Corp, dated 2004 (hereinafter called "PLAN"); and

WHEREAS, DISTRICT, SEMSWA, CCBWQA and other project partners are currently participating in a Major Drainageway Plan for Cherry Creek upstream of Cherry Creek Reservoir with Muller Engineering Company (hereinafter called "UPDATED PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Cherry Creek Restoration at Arapahoe Road (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT desires to work with PARTIES to incorporate, when practical, water quality improvements into the drainage and flood control improvements; and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 67, Series of 2020) for drainage and flood control facilities in which PROJECT was included in the 2021 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2021 subsequent to public hearing (Resolution No.64, Series of 2020) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 71, Series of 2021); and

WHEREAS, the City Council of City; Board of Directors of SEMSWA; Board of Directors of CCBWQA; and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

- A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN and UPDATED PLAN. Specifically, the final design of facilities shall extend along Cherry Creek at Arapahoe Road, as shown on Exhibit A.
- B. Right-of-Way Delineation and Acquisition. Right-of-way for the improvements as set forth in the final design and an estimate of costs for acquisition shall be determined. Maps, parcel descriptions, and parcel plats shall also be prepared.
- C. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 - 1. Final design services;
 - 2. Delineation, description and acquisition of required rights-of-way/easements;
 - 3. Construction of improvements;
 - 4. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$245,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 245,000
2. Right-of-way	\$ -0-
3. Construction*	\$ -0-
4. Contingency	\$ -0-
Grand Total	\$ 245,000

* It is anticipated that funding for construction will be brought in through future amendments.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	41%	\$100,000
CITY	41%	\$100,000
SEMSWA	8%	\$20,000
<u>CCBWQA</u>	<u>10%</u>	<u>\$25,000</u>
TOTAL	100.00%	\$245,000

- D. DISTRICT Acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$25,000 without CCBWQA's prior express written consent.

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval. Payment of each PARTIES full share of new funds (CITY - \$100,000; SEMSWA - \$20,000; CCBWQA - \$25,000; DISTRICT - \$100,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PARTIES of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at PARTIES request,

PARTY's share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for PARTIES. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Delineation of required right-of-way/easements;
- C. Preparation of detailed construction plans and specifications;
- D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- E. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to PARTIES.

7. RIGHT-OF-WAY

PARTIES, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement construction of the drainage and flood control improvements as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs and costs associated with condemnation (including outside legal costs) will also be considered a PROJECT cost. Right-of-way acquisition by negotiation and / or the exercise of eminent domain shall be in full compliance with the laws of the State of Colorado. In addition, the right-of-way acquired shall be in the name of CITY or SEMSWA and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of Arapahoe County. DISTRICT shall serve as the paying agency.

- A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements, legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing will be only for the properties, or portions thereof, approved by PARTIES to be needed for the drainage and flood control portions of PROJECT. Request for such approval shall include appraisals of property, legal description of the property, and other information deemed appropriate to the acquisition by PARTIES to this Agreement. CITY or SEMSWA shall purchase the right-of-way only after receiving prior approval of DISTRICT, and such purchases shall be made with PROJECT funds.

- B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between CITY or SEMSWA and property owner for the needed right-of-way that commits the property owner to sell property to CITY or SEMSWA at a price certain and on a date certain, CITY or SEMSWA shall so advise DISTRICT and request payment as provided above. DISTRICT shall make payment within 30 days of receipt of request accompanied by the information set forth above. Notwithstanding any other provision contained herein, CCBWQA funds will not be used in any way to acquire right-of-way.
- C. Ownership of Property and Limitation of Use. PARTIES acknowledge that CITY or SEMSWA owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. CITY or SEMSWA may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT and CCBWQA, which shall not be unreasonably withheld.

If, in the future, CITY or SEMSWA disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and CITY or SEMSWA has not obtained the written approval of DISTRICT and CCBWQA prior to such action, CITY or SEMSWA shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT and CCBWQA. However, CITY or SEMSWA PARTIES shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as CITY or SEMSWA has taken reasonable action to stop those actions. In the event CITY or SEMSWA breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT and CCBWQA shall have the right to pursue a claim against CITY or SEMSWA for specific performance of this portion of the Agreement. DISTRICT may, subsequent to the recording by CITY or SEMSWA of any document transferring title or another interest to property acquired pursuant to this Agreement to CITY or SEMSWA, record a memorandum of this Agreement (Exhibit B), specifically a verbatim

transcript of Paragraph 7.C. Ownership of Property and Limitation of Use except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by CITY or SEMSWA and shall be recorded in the records of the Clerk and Recorder of Arapahoe County immediately following the recording of the document transferring title or another interest to CITY or SEMSWA. CITY or SEMSWA authorizes the recording of that memorandum and acknowledges that the same is meant to encumber the property with its restrictions.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
1. DISTRICT, with the concurrence of PARTIES, shall administer and coordinate the construction-related work as provided herein.
 2. DISTRICT, with concurrence of PARTIES, shall select and award construction contract(s).
 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes PARTIES. The contractor shall be required to indemnify PARTIES. Copies of the insurance coverage shall be provided to PARTIES upon request.
 4. DISTRICT, with assistance of PARTIES, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of PARTIES, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to PARTIES on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 5. DISTRICT, with concurrence of PARTIES, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.

8. DISTRICT, with concurrence of PARTIES, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide PARTIES a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that CITY and SEMSWA shall own and be responsible for maintenance of the completed and accepted portions of the PROJECT located within each of their respective jurisdictions. PARTIES further agree that DISTRICT, at PARTY's request, shall assist PARTY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY or SEMSWA, upon acceptance of DISTRICT's annual Maintenance Work Program. DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

CITY and SEMSWA agree to regulate and control the floodplain of Cherry Creek within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

CITY or SEMSWA understand and agree, however, that CITY or SEMSWA cannot obligate itself by contract to exercise its police powers. If CITY or SEMSWA fails to regulate the floodplain of Cherry Creek within CITY or SEMSWA in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY or SEMSWA shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES

pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each PARTIES hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for CITY shall be General Manager of Aurora Water, 15151 E. Alameda Avenue, Aurora, Colorado 80012.
- B. The contracting officer for SEMSWA shall be Executive Director, 7437 South Fairplay Street, Centennial, Colorado, 80112-4486
- C. The contracting officer for CCBWQA shall be the Manager, or any Acting Manager, P.O. Box 3166, Centennial, Colorado 80161.
- D. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PARTY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PARTIES the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PARTIES needed to complete PROJECT in a timely manner. PARTIES agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to PARTIES.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the COUNTY where PROJECT is located.

18. ASSIGNABILITY

No PARTY to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning PARTY or PARTIES to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any PARTIES to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at CITY AND SEMSWA'S sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY and SEMSWA as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PARTY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of PARTY and/or DISTRICT.

25. NO THIRD PARTIES BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or PARTIES other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. WORKER WITHOUT AUTHORIZATION

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of worker without authorizations in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with a worker without authorization to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTIES of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the CITY, SEMSWA, AND CCBWQA the DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT


Checked By

DocuSigned by:
Ken MacKenzie
3982FD223529485...

By _____

Name Ken A. MacKenzie

Title Executive Director

Date 21 December 2021

)

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman
Mike Coffman, Mayor

12/09/2021
Date

Attest:

Kadee Rodriguez
Kadee Rodriguez, City Clerk

12-10-21
Date

Approved as to form for Aurora:

Ian J Best
Ian Best, Assistant City Attorney

12/9/21
Date

21034093
ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 9 day of December, 2021,
by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora,
Colorado.

Witness my hand and official seal. *Leiana Baker*
Notary Public

My commission expires: 7-29-25

(Seal)

LEIANA BAKER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20014021606
My Commission Expires 7/28/2025

(SEAL)

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

By William P. Rizzo
Name William P. Rizzo
Title Vice chair
Date 11/17/2021

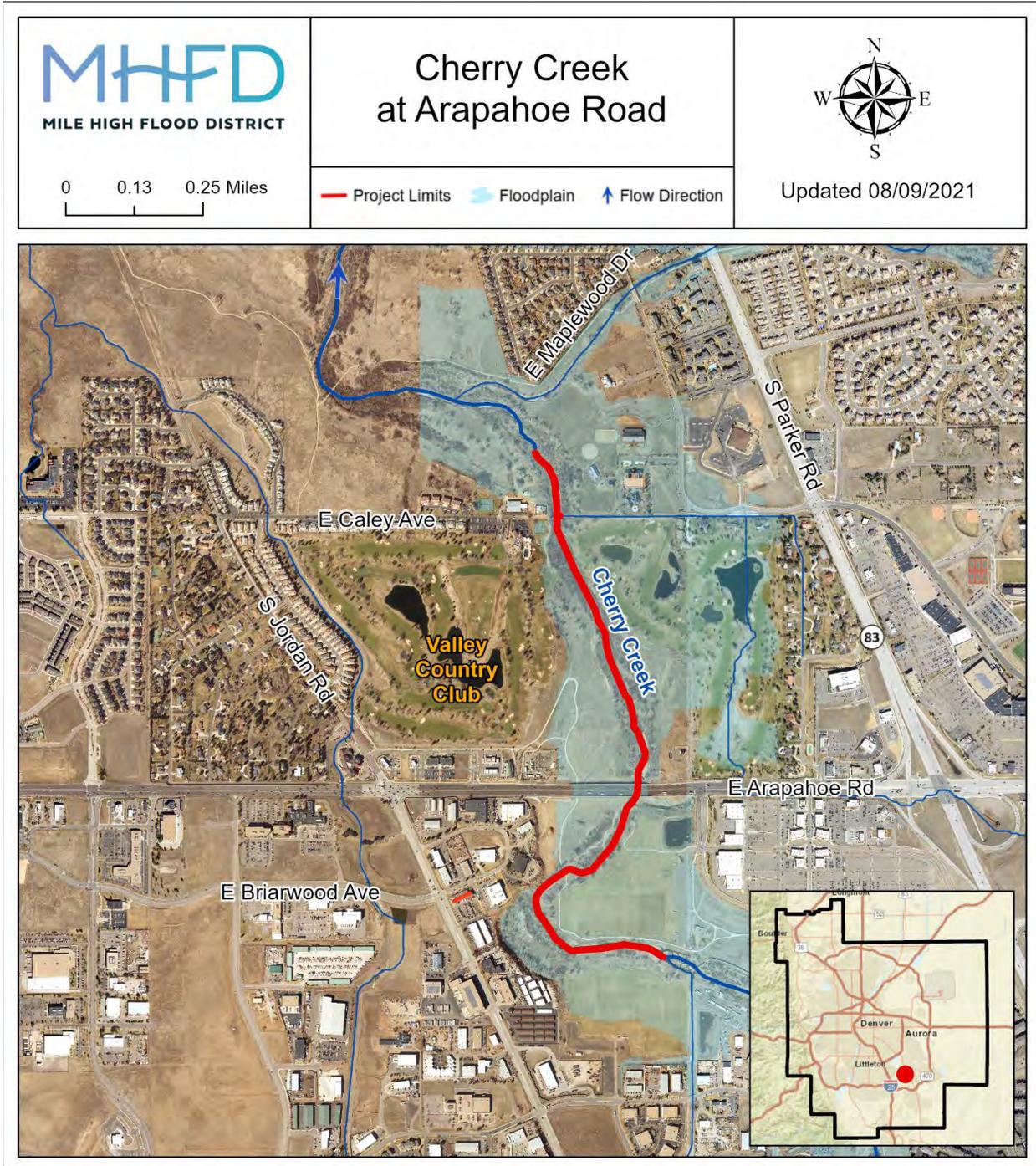
SOUTHEAST METRO
STORMWATER AUTHORITY

By Paul Danley
Name Paul Danley
Title Executive Director
Date 11/9/2021

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK RESTORATION AT ARAPAHOE ROAD

Agreement No. 21-06.17

Exhibit A



SAMPLE

**AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR**

Agreement No. _____

Exhibit B

MEMORANDUM

This MEMORANDUM is entered into this _____ day of _____, 20__ by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT DOING BUSINESS AS MILE HIGH FLOOD DISTRICT, a quasi-governmental entity, whose address is 2480 West 26th Avenue, Suite 156-B, Denver, Colorado 80211 (hereinafter called "DISTRICT") and _____, a governmental entity, whose address is _____ (hereinafter called "PARTY") and collectively known as "PARTIES";

WHEREAS, PARTIES entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for _____," Agreement No. _____ on or about _____, 20__, (hereinafter called "AGREEMENT"); and

WHEREAS, AGREEMENT is unrecorded, however PARTIES have agreed in AGREEMENT to record this MEMORANDUM in the records of the Clerk and Recorder of _____, State of Colorado, in order to put all who inquire on notice of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, in AGREEMENT, PARTIES agreed to participate equally (up to a maximum of \$_____ each) in the cost of the construction of drainage and flood control improvements for _____ within PARTY boundaries which include _____ (hereinafter called "PROJECT"); and

WHEREAS, construction of PROJECT may require the acquisition by PARTY of real property; and

WHEREAS, AGREEMENT further provides that PARTY will own all real property required to construct the improvements and that PARTY ownership of that real property shall be subject to the terms and conditions of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, Paragraph 7.C of AGREEMENT provides in appropriate part as follows:

"7.C. Ownership of Property and Limitation of Use. PARTIES acknowledge that PARTY owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be

responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PARTY may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PARTY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PARTY has not obtained the written approval of DISTRICT prior to such action, PARTY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at PARTY's sole expense. However, PARTY shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PARTY has taken reasonable action to stop those actions. In the event PARTY breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PARTY for specific performance of this portion of the Agreement; and

WHEREAS, PARTY has just acquired the real property described in Exhibit Z attached hereto and incorporated herein by reference, as if set forth verbatim herein, pursuant to the terms and conditions of AGREEMENT for the construction of PROJECT; and

WHEREAS, PARTIES intend that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above, shall apply to and control the real property described in Exhibit Z.

IT HAS BEEN AGREED previously in AGREEMENT by and between PARTIES that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above shall apply to and control the real property described in Exhibit Z, now owned by PARTY and that this MEMORANDUM be placed of record for the purposes of encumbering the real property described in Exhibit Z with the limitations and restrictions set forth in this MEMORANDUM.

This MEMORANDUM is not a complete summary of AGREEMENT. Provisions in this MEMORANDUM shall not be used in interpreting AGREEMENT's provision. In the event of conflict between this MEMORANDUM and the unrecorded AGREEMENT, the unrecorded AGREEMENT shall control.

MILE HIGH FLOOD DISTRICT

(SEAL)

By _____

ATTEST:

Title Executive Director

Date _____

STATE OF COLORADO)

) ss.

PARTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20__, by

_____.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires _____.

Water Policy Committee (WPC) Meeting
October 20, 2021

Members Present: Council Member Crystal Murillo Chair; Council Member Allison Hiltz Vice Chair (Absent); Council Member Alison Coombs

Others Present: Leiana Baker, Casey Rossman, Jo Ann Giddings, Steve Sciba, Laura Perry, Sam Miller, Janet Marlow (CWAC), Sarah Young, Marshall Brown, Christine McKenney, Alex Davis, Ian Best, Angie Binder (CWAC), Ted Hartfelder, Rick Kienitz, John Murphy, Stephanie Neitzel, Swirvine Nyirenda, Jeffrey Sipes, Gail Thrasher

1. Approval of Minutes

The September 7, 2021, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Summary Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: Council Member Coombs stated, it looks like we're doing ok in the Arkansas and Colorado basins. What is on the horizon with the Colorado River. M. Brown replied, there was a shortage declaration and that triggered some reductions primarily in Arizona and concerns in Nevada. Most of our water comes from the South Platte Basin. Council Member Coombs stated, if we are expected to reduce our use from the Colorado River what would we do? M. Brown replied, about 20% of our supply comes from the Colorado River. We can take water from the Prairie Waters System and we can add further restrictions to outdoor watering.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Citizens' Water Advisory Committee Quarterly Update

Summary of Issue and Discussion: J. Marlow gave an overview of the quarterly update.

- Kathy Kitzmann gave an update on state bills.
- Virtual water tour presentation.
- 2022 Budget presentation.
- Water tour was cancelled for this year.
- SEAM building update.
- Rocky Ford tour.
- Engage Aurora website presentation.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. Amendment to an Intergovernmental Agreement (IGA) with the City and County of Denver regarding the Gateway Lift Station

Summary of Issue and Discussion S. Young stated, the need to amend the 2018 IGA is to reflect the Gateway Lift Station's actual baseline capacity and anticipated capacities associated with the proposed phased capacity movements.

Outcome: The Committee supports the Amendment to an Intergovernmental Agreement (IGA) regarding the Gateway Lift Station and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the Amendment to an Intergovernmental Agreement (IGA) regarding the Gateway Lift Station and will forward to Regular Session for consideration.

5. Intergovernmental Agreement (IGA) regarding the Design and Construction and Flood Improvements for Cherry Creek Restoration at Arapahoe Road

Summary of Issue and Discussion S. Miller stated, this IGA is to identify ways to mitigate the erosion in the remaining portions of channel and to complete a design for those mitigation measures.

Council Member Coombs asked, what is the cost percentages between the entities? S. Miller replied, we expect the percentages to increase next year. S. Young added, it depends on the entities that are involved in the project determines the percentages.

Outcome: The Committee supports the Intergovernmental Agreement (IGA) regarding the Design and Construction and Flood Improvements for Cherry Creek Restoration at Arapahoe Road and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Intergovernmental Agreement (IGA) regarding the Design and Construction and Flood Improvements for Cherry Creek Restoration at Arapahoe Road and will forward to Study Session for consideration.

6. Resolution approving an Intergovernmental Agreement (IGA) between the City of Aurora and the United States Department of Agriculture Animal and Plant Health Inspection Service

Summary of Issue and Discussion: A. Davis stated, this agreement would ensure Rocky Ford Ditch lands would continue to remain in compliance with the Water Court Decrees. The agreement would target areas where the native grass is most threatened and areas where there are neighboring farmlands in danger of being overrun and damaged by prairie dogs.

Council Member Murillo asked, are we exterminating the prairie dogs? A. Davis replied, yes. It is very difficult action to take. Not all prairie dogs will be exterminated. and some will be moved, however, we are not able to move them all. There are limited options regarding this. Council Member Coombs asked, is the issue that there are too many to move? A. Davis replied, yes. The population has grown so much that not all the prairie dogs can be moved. We are required by

decree to keep the revegetation of the native grasses. M. Brown added, we did try some alternative ideas years ago and they didn't work. Council Member Murillo stated, there is a study of non-lethal evacuations regarding prairie dogs. M. Brown replied, we're happy to look at other options. Council Members and staff agree that this is a difficult decision and continue to look for other alternatives. Council Member Murillo stated, is there a timeline, within the next month? A. Davis replied, there is a certain time of the year when the process happens that is more humane and helps to ensure that other wildlife will not be impacted. The item will go to Study Session November 15.

Outcome: The Committee supports moving this Resolution of the Intergovernmental Agreement between the City of Aurora and the United States Department of Agriculture Animal and Plant Health Inspection Service to Study Session for consideration.

Follow-Up Action: The Committee supports moving this Resolution of the Intergovernmental Agreement between the City of Aurora and the United States Department of Agriculture Animal and Plant Health Inspection Service to Study Session for consideration.

7. Northeast Aurora Potable Water Pipeline Project and Front Range Airport

Summary of Issue and Discussion: S. Young stated, the Aurora Water Department completed the Integrated Water Master Plan (IWMP) in 2016. The IWMP identified a potable water pipeline extension to Northeast Aurora by 2025. The pipeline will provide service along the 26th Avenue corridor, service to the Transport development (dba Port Colorado) and a tie-in location for the Front Range Airport (FRA dba Colorado Air and Space Port (CASP)) to meet the obligations under the existing water services agreement.

Outcome: Informational only.

Follow-Up Action: Informational only.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: N/A

Follow-Up Action: N/A

9. Confirm Next Meeting

The next meeting is scheduled for November 17, 2021, 9:00 a.m. via WebEx.

X *Crystal Murillo*
Crystal Murillo (Nov 22, 2021 18:25 MST)

Crystal Murillo
Chair, Water Policy Committee

Voting Nay: Coombs, Hiltz, Marcano, Murillo

Council Member Coombs stated she might have gotten to an affirmative vote if she had been allowed to ask all her questions. She addressed Mayor Coffman and suggested he not move to the question without allowing people to ask all their questions.

11.m. Drainage and Flood Control Improvements for the Cherry Creek Restoration at Arapahoe Road

R2021-140 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, AND THE CHERRY CREEK BASIN WATER QUALITY AUTHORITY REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK RESTORATION AT ARAPAHOE ROAD

Swirvine Nyirenda, Planning Services Manager / Ian Best, Assistant City Attorney

Sarah Young, Deputy Director, Aurora Water, provided a summary of the item.

Motion by Coombs, second by Marcano, to approve Item 11m.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

11.n. Larson Farms & Feeding LLC, Farming and Grazing Lease with Water Use Agreement

R2021-141 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FARMING AND GRAZING LEASE WITH WATER USE AGREEMENT ON CITY-OWNED LAND IN WELD COUNTY BETWEEN CITY OF AURORA AND LARSON FARMS & FEEDING LLC

Hector Reynoso, Manager of Real Property Services / Dawn Jewell, Water Resources Supervisor / Michelle Gardner, Senior Assistant City Attorney

Hector Reynoso, Manager of Real Property Services, provided a summary of the item.

Motion by Marcano, second by Lawson, to approve item 11n.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

11.o. Ford Farms LLC - Farm, Grazing and Property Lease with Water Use Agreement

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

**7. First Amendment to Drainage and Flood Control Improvements for Cherry Creek
Restoration at Arapahoe Road**

Summary of Issue and Discussion: S. Miller gave a presentation. Council Member Sundberg
asked, what length of stream needs to be repaired? S. Miller replied, I don't have the exact length,
it quite a bit and not every foot of it is going to need to be included in this project.

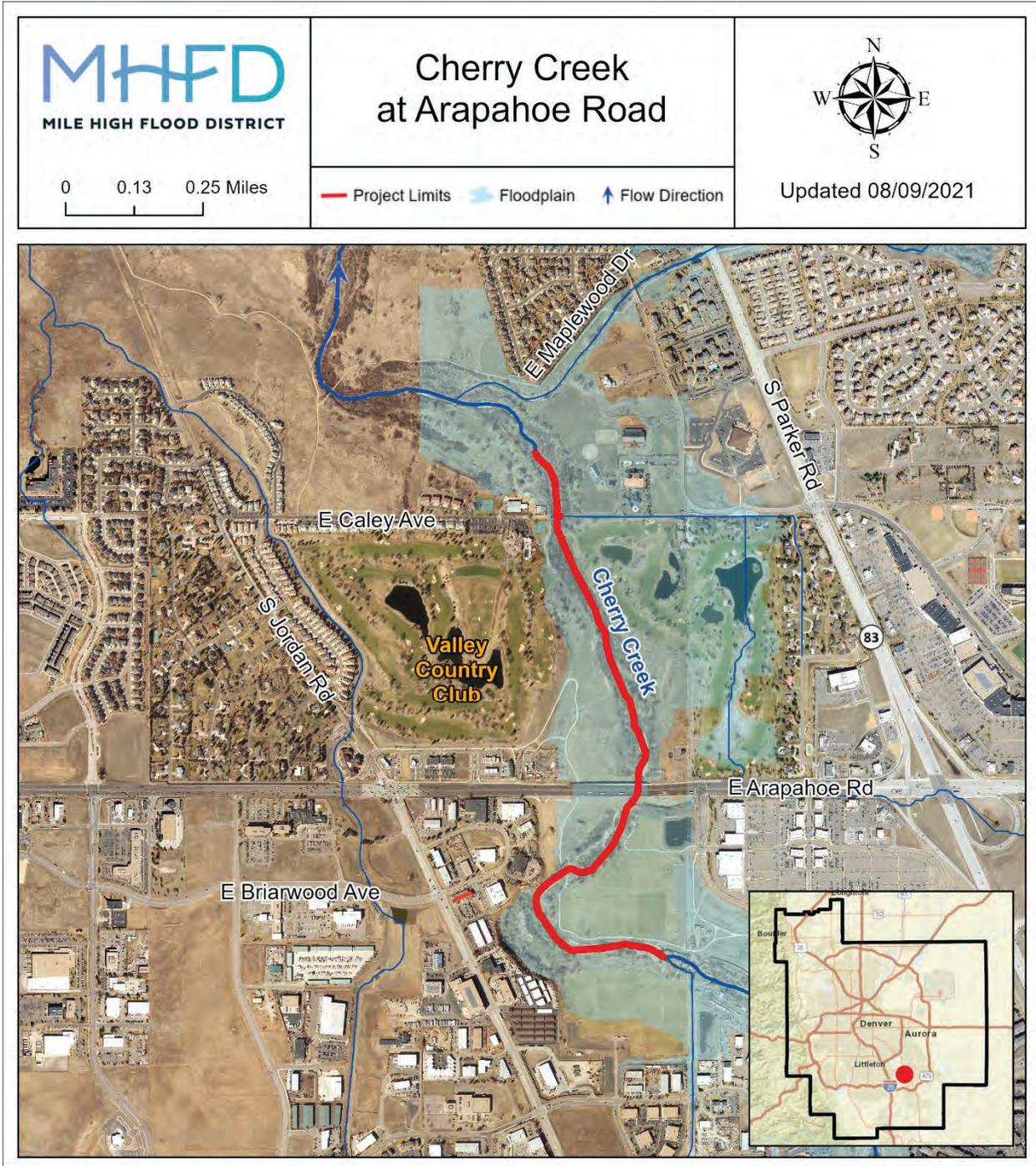
Outcome: The Committee supports the First Amendment to Drainage and Flood Control
Improvements for Cherry Creek Restoration at Arapahoe Road.

Follow-Up Action: Forward to Regular Session for consideration.

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK RESTORATION AT ARAPAHOE ROAD

Agreement No. 21-06.17

Exhibit A





CITY OF AURORA

Council Agenda Commentary

Item Title: First Amendment to Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue
Item Initiator: Sarah "Sam" Miller, Stormwater Engineer, Aurora Water
Staff Source/Legal Source: Swirvine Nyirenda, Planning and Engineering Services Manager, Aurora Water / Ian Best, 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA FOR AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK AT ALAMEDA AND DAKOTA AVENUE.

Swirvine Nyirenda, Planning and Engineering Services Manager, Aurora Water / Ian Best, Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 July 14, 2021, the Water Policy Committee supported forwarding the Intergovernmental Agreement for Improvements to Westerly Creek at Alameda and Dakota Avenue forward to Study Session.

On August 09, 2021, the City Council of the City of Aurora approved the Intergovernmental Agreement for Improvements to Westerly Creek at Alameda and Dakota Avenue as item 11f.

On October 19, 2022, the Water Policy Committee supported forwarding the first amendment to an Intergovernmental Agreement for Improvements to Westerly Creek at Alameda and Dakota Avenue forward to the next Council meeting.

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

Background:

Master Drainageway Plans (MDPs) are studies which identify locations where flooding might occur and then projects to mitigate that flooding. They also identify stormwater quality improvements and define channel corridors. An MDP was completed in January 2015 for the Westerly Creek drainage basin located in northwest Aurora. The MDP results generally consist of regional detention and storm sewer system improvements in the portion of Westerly Creek upstream of Westerly Creek Dam. The proposed work of this Intergovernmental Agreement (IGA) is a design for a project identified in that 2015 report. This project was authorized by Mile High Flood District (MHFD) and sponsored by the City of Aurora.

Scope:

This scope is to design improvements to the storm sewer along Alameda Ave. and Dakota Ave. in accordance with the recommendations set forth in the Westerly Creek Upstream of Westerly Creek Dam Master Drainageway Plan (2015). The intent set forth in the MDP proposes replacing undersized sections of elliptical pipe along Alameda and Dakota Avenue with box culverts and adding additional capacity through additional pipes and culverts along Alameda Avenue (see attached map). This amendment expands the scope to include the design and construction for another project identified in the 2015 MDP, to upsize the storm sewer along Virginia Avenue. These projects are being combined due to their proximity and similar importance. Since both the storm sewer lines along Dakota and Virginia Avenues discharge into Expo Park Pond, increasing the capacity of both lines at the same time will allow the chosen design firm to consider the entire system, and alleviate stresses on aging infrastructure - currently burdening Aurora Water Operations team. The IGA represents the mechanism that allows the Mile High Flood District (MHFD) to cost share in the project.

Cost Sharing Process:

The previous IGA had collected \$600,000 for design and construction fees, which is a cost shared equally between MHFD and Aurora Water. This Amendment increases the project funding by \$1,200,000, \$600,000 of which will be paid by MHFD, and the other \$600,000 to be funded by Aurora Water.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora APPROVE A RESOLUTION of the City Council of the City of Aurora for an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise and the Urban Drainage and Flood Control District d/b/a Mile High Flood District regarding final design and construction of drainage and flood control improvements for Westerly Creek at Alameda and Dakota Avenue?

LEGAL COMMENTS

The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 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. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Best).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Amendment will be from the Capital Improvement Program, Wastewater Fund, in the amount of \$600,000.

ORG: 52364 (Westerly Creek Future Phases – SD)

This IGA is a mechanism to receive an additional \$300,000 from MHFD to supplement our budget. As additional funding for the construction phase is identified, an amendment to this IGA will be issued.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK AT ALAMEDA AND DAKOTA AVENUE

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora”) and the Urban Drainage and Flood Control District d/b/a Mile High Flood District (“District”) have agreed to fund the design and construction of drainage and flood control improvements for Westerly Creek at Alameda and Dakota Avenue Storm Sewer Improvements; and

WHEREAS, the project costs funded through this amendment to the Intergovernmental Agreement include final design services, delineation, description and acquisition of required easements and rights of way, and construction of improvements for Westerly Creek at Alameda and Dakota Avenue Storm Sewer Improvements (“Project Costs”); and

WHEREAS, Aurora’s additional contribution to the Project Costs through this amendment shall be six hundred thousand dollars (\$600,000.00); and

WHEREAS, a summary of contributions to date is set forth in the table below:

	Previous Contribution	Contribution through this Amendment	Total Contribution
District	\$300,000.00	\$600,000.00	\$900,000.00
Aurora	\$300,000.00	\$600,000.00	\$900,000.00
Total	\$600,000.00	\$1,200,000.00	\$1,800,000.00

and;

WHEREAS, the work performed pursuant to the Intergovernmental Agreement and this amendment is necessary for the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 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 Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The amendment to the Intergovernmental Agreement between Aurora and the District regarding the design and construction of drainage and flood control improvements for Westerly Creek at Alameda and Dakota Avenue Storm Sewer Improvements is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best *RLA*

IAN BEST, Assistant City Attorney

FIRST AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
WESTERLY CREEK AT ALAMEDA AND DAKOTA AVENUE STORM SEWER IMPROVEMENTS
Agreement No. 21-01.25A
Project No. 108434

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue" (Agreement No. 21-01.25) dated September 4th, 2021, (hereinafter called "AGREEMENT") and

WHEREAS, PARTIES now desire to proceed with construction of drainage and flood control improvements for Westerly Creek at Alameda and Dakota Avenue (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$1,000,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 57, Series of 2022); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 2. SCOPE OF PROJECT is deleted and replaced as follows:
 2. SCOPE OF PROJECT
 - A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately Havana Street along Alameda to Dakota Avenue and from Expo Park along Virginia Avenue, as shown on Exhibit A.
2. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 4. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Delineation, description and acquisition of required rights-of-way/ easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$1,800,000 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 200,000	\$ 250,000
2. Right-of-way	\$ -0-	\$ -0-
3. Construction	\$ 1,000,000	\$ 350,000
4. Contingency	\$ -0-	\$ -0-
Grand Total	\$ 1,200,000	\$ 600,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$300,000	\$600,000	\$900,000
CITY	50%	\$300,000	\$600,000	\$900,000
TOTAL	100.00%	\$600,000	\$1,200,000	\$1,800,000

3. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval. Payment of each PARTY's full share (CITY - \$900,000; DISTRICT - \$900,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by

DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

4. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (Sep 29, 2022 15:33 MDT)

Ian Best, Assistant City Attorney

Sep 29, 2022

Date

22033331

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

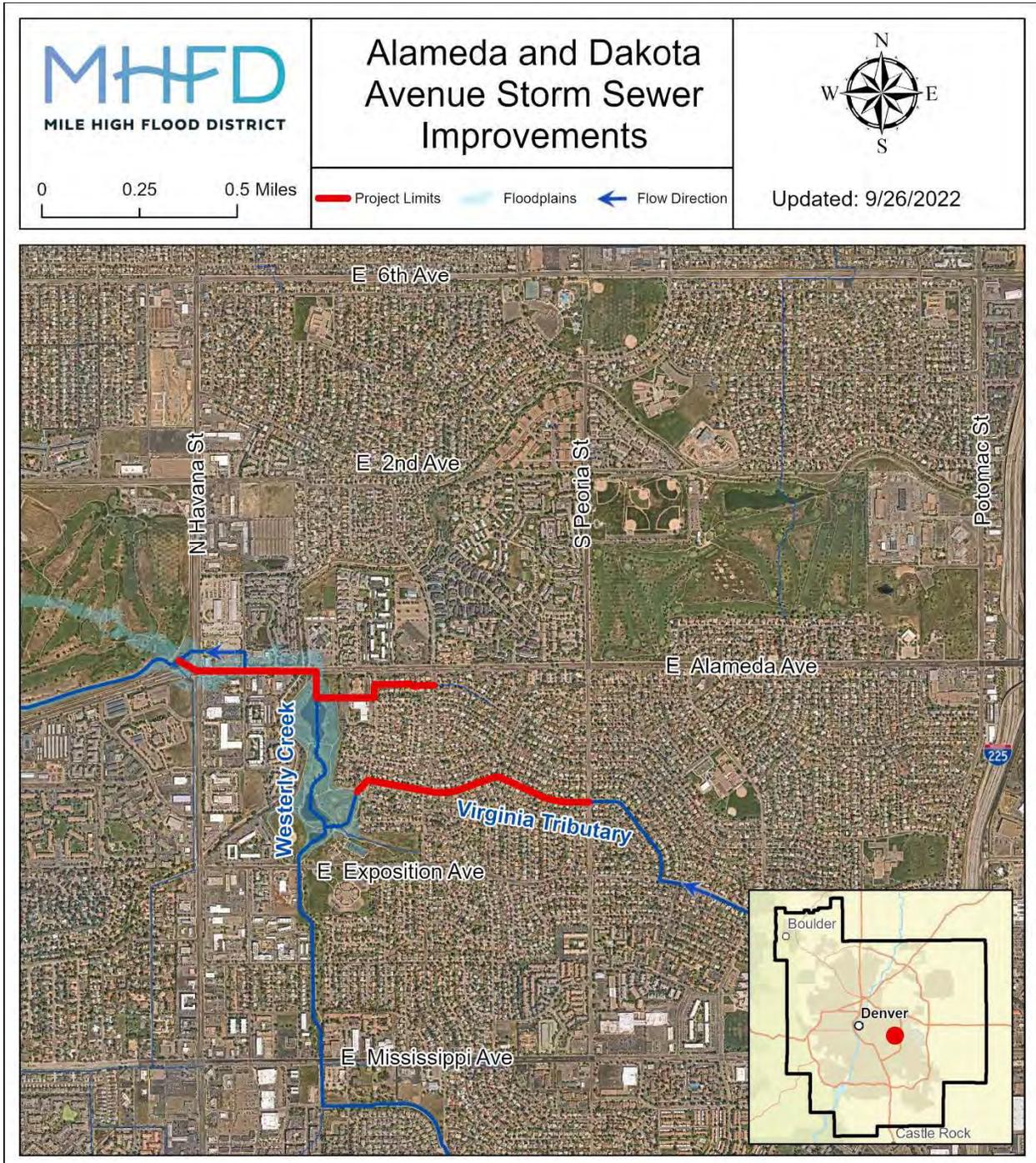
Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

FIRST AMENDMENT TO
 AGREEMENT REGARDING
 FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
 OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
 WESTERLY CREEK AT ALAMEDA AND DAKOTA AVENUE STORM SEWER IMPROVEMENTS
 Agreement No. 21-01.25A
 Project No. 108434

Exhibit A



First Amendment Westerly Crk at Alameda and Dakota Avenue 21-01.25A

Final Audit Report

2022-09-29

Created:	2022-09-29
By:	Leiana Baker (lbaker@auroragov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnIWfQPVaZnjE6CeFFITGmzirkXO3Zule

"First Amendment Westerly Crk at Alameda and Dakota Avenue 21-01.25A" History

 Document created by Leiana Baker (lbaker@auroragov.org)

2022-09-29 - 9:25:05 PM GMT- IP address: 50.237.6.50

 Document emailed to ibest@auroragov.org for signature

2022-09-29 - 9:25:28 PM GMT

 Email viewed by ibest@auroragov.org

2022-09-29 - 9:32:06 PM GMT- IP address: 50.237.6.50

 Signer ibest@auroragov.org entered name at signing as Ian J Best

2022-09-29 - 9:33:54 PM GMT- IP address: 50.237.6.50

 Document e-signed by Ian J Best (ibest@auroragov.org)

Signature Date: 2022-09-29 - 9:33:56 PM GMT - Time Source: server- IP address: 50.237.6.50

 Agreement completed.

2022-09-29 - 9:33:56 PM GMT

Outcome: Informational only.

Follow-Up Action: Informational only.

4. Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue

Summary of Issue and Discussion: S. Miller gave a presentation. This Agreement details that Aurora Water and the Mile High Flood District (MHFD) will share in a 50% cost share for the design phase, each contributing \$300,000 in which Aurora will lead and MHFD will contribute. The approved design budget within the Aurora Water Capital Improvement Projects (CIP) is \$600,000. During the design process, the engineer will develop an engineer's estimate for construction. At that time, an additional amendment will be requested for MHFD to contribute additional monies for construction. Any remaining design funds will be allocated to construction.

Outcome: The Committee supports the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue and will forward to Study Session for consideration.

5. Twelfth Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller stated, this amendment is to develop a final design of the First Creek Detention Pond including land acquisition; mapping; compilation of existing data; necessary field work; development of final design; and construction of a regional detention pond. Construction will include channel grading, erosion control, revegetation, and other miscellaneous items necessary to complete the work.

Outcome: The Committee supports the Twelfth Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70 and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the Twelfth Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70 and will forward to Regular Session for consideration.

6. 2022 Rates and Fees Update

COOPERATIVE AGREEMENT FOR GENERATION WILD NORTHEAST METRO
COALITION, GOCO GRANT PROGRAM IMPLEMENTATION

Pat Schuler, Manager Open Space and Natural Resources / Tim Joyce, Assistant City
Attorney

Brian Green, Open Space and Natural Resources Superintendent, provided a summary of
the item.

Motion by Coombs, second by Hiltz, to approve item 11e.

Mayor Pro Tem Bergan asked if the item had an annual appropriation. Mr. Green answered
affirmatively.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

11.f. Drainage and Flood Control Improvements for Westerly Creek at Alameda and
Dakota Ave

R2021-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD
DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND
FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK AT ALAMEDA AND DAKOTA
AVENUE

Sarah Young, Deputy Director of Planning and Engineering / Ian Best, Asst. City
Attorney

Swirvine Nyirenda, Manager of Planning Services, provided a summary of the item.

Motion by Berzins, second by Bergan, to approve item 11f.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

11.g. CDBG-CV GRANT AGREEMENT WITH WEECYCLE

R2021-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE

Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

**6. First Amendment to Drainage and Flood Control Improvements for Westerly Creek
at Alameda and Dakota Avenue**

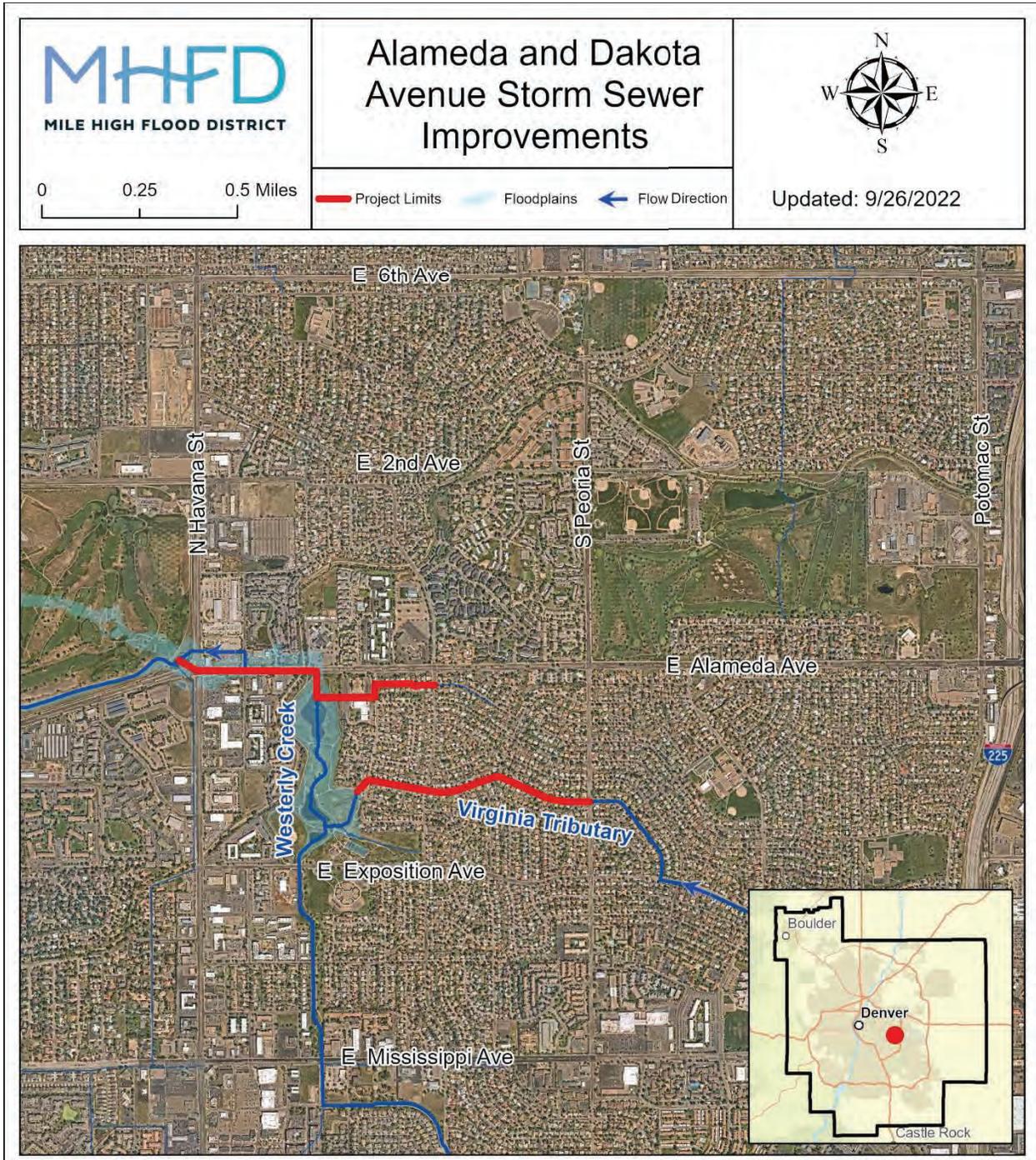
Summary of Issue and Discussion: S. Miller gave a presentation.

Outcome: The Committee supports the First Amendment to Drainage and Flood Control
Improvements for Westerly Creek at Alameda and Dakota Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

FIRST AMENDMENT TO
 AGREEMENT REGARDING
 FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
 OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
 WESTERLY CREEK AT ALAMEDA AND DAKOTA AVENUE STORM SEWER IMPROVEMENTS
 Agreement No. 21-01.25A
 Project No. 108434

Exhibit A





CITY OF AURORA

Council Agenda Commentary

Item Title: Joint Water Authority Second Amendment to a Water Transmission Agreement
Item Initiator: Alexandra Davis, Deputy Director of Water Resources, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best 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: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL FOR THE SECOND AMENDMENT TO EXTEND THE FIRST REVISED WATER TRANSMISSION SERVICE CONTRACT AMOUNT THE AURORA AND COLORADO SPRINGS JOINT WATER AUTHORITY.

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 June 1, 1983, the City of Aurora entered into an Intergovernmental Agreement with the City of Colorado Springs through the Aurora-Colorado Springs Joint Water Authority for a Water Transmission Service Agreement, City Council minutes are not available.

On January 15, 2014, the Water Policy Committee supported moving the Aurora-Colorado Springs Joint Water Authority's Water Transmission Revised Contract forward to the City Council meeting.

On February 24, 2014, the City Council of the City of Aurora approved the first revised Joint Water Authority's Water Transmission Service contract as item 10a.

On November 14, 2019, the Water Policy Committee supported moving the Aurora-Colorado Springs Joint Water Authority's Water Transmission First Amendment forward to the City Council meeting.

On December 02, 2019, the City Council of the City of Aurora approved an amendment to the Revised Water Transmission Service Contract among the Aurora-Colorado Springs Joint Water Authority as item 16c.

On October 19, 2022, the Water Policy Committee supported moving the second amendment to extend the first revised water transmission service contract amount the Aurora and Colorado Springs Joint Water Authority forward to the next Council meeting.

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

The Homestake Water Project is a partnership between Aurora and Colorado Springs (Cities) whereby the Cities developed water supply and storage infrastructure to bring Colorado River water to the Arkansas and South Platte basins. The initial agreement regarding the project development and operations was set forth in the 1962 contract between the Cities.

The original Homestake Project 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. The original system used a river intake pipeline to divert and transmit water from the Arkansas River to Otero Pump Station; it had no connection directly to Twin Lakes.

In a 1983 IGA (called the Establishing Agreement), the Cities formed a Joint Water Authority (Authority) - 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." Concurrent with the Authority Establishing Agreement, the Cities entered into a Water Transmission Service Contract (Contract). The primary project of the Authority was to enable the construction and operation of the Otero Extension Pipeline. The Authority, with concurrence of the two Cities, issued bonds secured and repaid 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 addition of the Extension Pipeline to connect Twin Lakes to the Otero Pump Station was completed in 1983. The Pipeline reduced pumping costs and allowed the system to operate year-round.

The 1983 Water Transmission Service Contract (1983 Contract) between the Authority and the Cities provided for the transmission of water through the Extension Pipeline with each City paying its participation share. Aurora paid 1/3 and Colorado Springs paid 2/3 of the Authority costs in accordance to their original participation shares.

The 1983 Contract expired December 1, 2013. The First Revised Water Transmission Service Contract was approved in 2014 (2014 Contract) and expired on December 31, 2019. The First Revised Service

Contract adjusted the participation shares to 1/2 for each City. The changed participation ratio more accurately reflected the operations of the Homestake Project and the usage of the Extension Pipeline by the Cities. Currently, the Authority owns and operates the Extension Pipeline and has paid in full all revenue bonds used to finance the project. The original Establishing Contract for the Authority requires the approval of the annual budget by each City.

When the 2014 Contract expired December 31, 2019, the Parties entered into an Amendment to Extend Term of the 2014 Contract through December 31, 2021, with a single one-year automatic extension of the term. The automatic extension will expire on December 31, 2022.

Each City has need for the water to be transmitted by the Extension Pipeline Project for purposes of providing water for to each City. This Second Amendment to Extend the First Revised Water Transmission Service Contract provides continuity of operations for the Extension Pipeline and extends the term of the Water Transmission Service Contract through December 31, 2027 with up to two administrative five - year extensions.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora APPROVE A RESOLUTION of the City Council for the second amendment to extend the first revised water transmission service contract amount the Aurora and Colorado Springs Joint Water Authority?

LEGAL COMMENTS

The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 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. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Best).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for Aurora's share of Annual Project Costs (operating/maintenance activities) as reflected in the Proposed Joint Water Authority's 2023 Budget, and water transmission service charges have been appropriated in the Water Fund operating budget as part of the 2023 budget development process.

ORG: Joint Water Authority (52101)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO EXTEND THE FIRST REVISED WATER TRANSMISSION SERVICE CONTRACT AMONG THE AURORA AND COLORADO SPRINGS JOINT WATER AUTHORITY

WHEREAS, on May 13, 1983, by executing the Establishing Contract for Aurora – Colorado Springs Joint Water Authority (the “Establishing Contract”), the Cities formed the Authority as a separate governmental entity pursuant to Section 18(2)(a) and (2)(b) of Article XIV, Constitution of the State of Colorado, and C.R.S. 29-1-204.2 to effect the development of water resources, systems and facilities for the benefit of the Cities and their inhabitants; and

WHEREAS, the Authority has acquired and constructed the Extension Pipeline Project comprising a pipeline (the “Otero Extension Pipeline”) from the outlet of Twin Lakes Dam to the Otero Pumping Station Intake; and

WHEREAS, each City has need for the water to be transmitted by the Extension Pipeline Project for purposes of providing water for all domestic, municipal, industrial, recreational, and other beneficial purposes for each City and the inhabitants thereof and to those persons or entities served by the municipal system of each City; and

WHEREAS, on June 1, 1983, the Parties entered a Water Transmission Service Contract (“1983 Service Contract”) for the provision of certain water transmission services by the Authority to the Cities, the term of which expired on December 1, 2013; and

WHEREAS, on April 3, 2014, the Parties entered the First Revised Water Transmission Service Contract, which superseded and replaced the 1983 Water Transmission Service Contract, the term of which is set to expire on December 31, 2019; and

WHEREAS, effective December 31, 2019, the Parties entered into an Amendment to Extend Term of April 3, 2014, First Revised Water Transmission Service Contract (“Amendment to Extend”), which extended the term of the First Revised Water Transmission Service Contract through December 31, 2021, with a single one-year automatic extension of the term, and established that the First Revised Water Transmission Service Contract will automatically expire on the effective date of the termination of the Authority under the terms of the Establishing Contract; and

WHEREAS, each City desires to continue to receive, and the Authority desires to continue to furnish, water transmission service by means of the Authority’s Extension Pipeline Project on the terms and conditions herein set forth in the First Revised Water Transmission Service Contract, as previously amended and as amended herein; and

WHEREAS, prior to the expiration of the term set forth in the Amendment to Extend, the Parties wish to further amend the First Revised Water Transmission Service Contract for five years with up to two administratively approved five year extensions; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 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 Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Second Amendment to Extend First Revised Water Transmission Contract Among the Aurora and Colorado Springs Joint Water Authority is hereby approved and ratified.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best *RLA*

IAN BEST, ASSISTANT CITY ATTORNEY

AMENDMENT TO EXTEND TERM OF APRIL 3, 2014, FIRST REVISED WATER
TRANSMISSION SERVICE CONTRACT AMONG AURORA – COLORADO SPRINGS
JOINT WATER AUTHORITY AND CITY OF AURORA, COLORADO AND CITY OF
COLORADO SPRINGS, COLORADO

This Amendment to Extend is entered into among the Aurora-Colorado Springs Joint Water Authority, a political subdivision of the State of Colorado (the "Authority"), the City of Colorado Springs, a home rule municipality of the State of Colorado, and the City of Aurora, a home rule municipality of the State of Colorado (collectively the "Cities"), this 31st day of December, 2019.

WITNESSETH

WHEREAS, on May 13, 1983, by executing the Establishing Contract for Aurora – Colorado Springs Joint Water Authority (the "Establishing Contract"), the Cities formed the Authority as a separate governmental entity pursuant to Section 18(2)(a) and (2)(b) of Article XIV, Constitution of the State of Colorado, and Section 29-1-204.2, Colorado Revised Statutes (1973), to effect the development of water resources, systems and facilities for the benefit of the Cities and their inhabitants.

WHEREAS, on June 1, 1983, the Parties entered into a Water Transmission Service Contract ("1983 Service Contract") for the provision of certain water transmission services by the Authority to the Cities, the term of which is set to expire, by its terms, on December 1, 2013.

WHEREAS, on April 3, 2014, the Parties entered into the First Revised Water Transmission Service Contract, which superseded and replaced the 1983 Water Transmission Service Contract, the term of which is set to expire on December 31, 2019.

WHEREAS, the Parties wish to amend the First Revised Water Transmission Service Contract to extend the term an additional two (2) years, with a single one (1) year automatic renewal.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Authority and each City agree as follows:

I Extended Term: Section 1 of the First Revised Water Transmission Service Contract is hereby amended as follows:

Section 1: Term of Contract. The term of this Contract shall be from the Effective Date through December 31, 2021, with a single one-year automatic extension of the term. Further, the term of this Contract will automatically expire on the effective date of the termination of the Authority under the terms of the Establishing Contract.

2.. Appropriations: Section 8 of the First Revised Water Transmission Service Contract is hereby amended as follows:

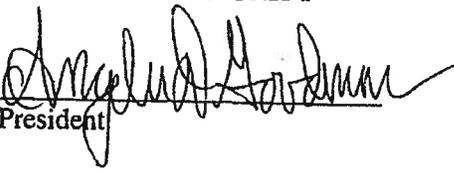
Section 8: Payments to Constitute Operation Expenses of City System: Each City's obligation to make payment under this Contract shall constitute, and shall be treated for all purposes by each City, as (to the extent permitted by law and by its contractual obligations to holders of its bonds and other obligations) an operating expense of its municipal system and prior to its obligation to make payments for any bonds or other obligations issued by the City and payable from revenues of its municipal system. The obligation of each City to make payments hereunder shall be limited to revenues derived from such City's operation of its municipal system, but it may make payment from any revenues legally available to the City's municipal system. The term "municipal system" as used in this Contract means, as applied to Aurora, its Utilities Enterprise water system and, as applied to Colorado Springs, its combined Utilities Enterprise for water, sewer, electricity and gas.

In addition, in accord with the Aurora City Charter and the Colorado Springs City Charter, performance of the Cities obligations under this Agreement is expressly subject to appropriation of funds by the respective City Councils of the Cities. In the event funds are not appropriated in whole or in part sufficient for performance of Aurora's or Colorado Springs' obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law with regard to Aurora or Colorado Springs, and Aurora or Colorado Springs will thereafter have no liability for compensation or damages to the Authority for future performance and obligations thereafter in excess of Aurora's or Colorado Springs' authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Aurora will notify those parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.

3. Except as hereby expressly amended, the terms of the First Amended Water Transmission Service Contract are continued in full force and effect.

IN WITNESS WHEREOF, the Authority and the Cities have caused this instrument to be executed on the dates set forth below.

AURORA-COLORADO SPRINGS
JOINT WATER AUTHORITY

By: 
President

Attest: _____
Secretary

Date: _____

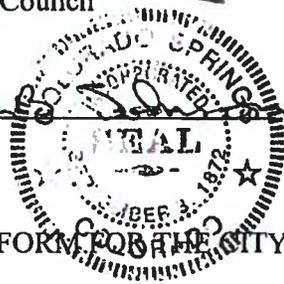
CITY OF COLORADO SPRINGS

By: [Signature]
President of City Council

Date: 12/13/19

Attest: [Signature]
City Clerk

Date: 12-13-19



APPROVED AS TO FORM FOR THE CITY OF COLORADO SPRINGS, COLORADO,

[Signature]
Michael Gustafson, Senior Attorney

12/13/19
Date

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Mike Coffman
Mike Coffman, Mayor

12/23/2019
Date

ATTEST:

Stephen J. Ruger
Stephen J. Ruger, City Clerk

12/31/19
Date

APPROVED AS TO FORM FOR AURORA:

Michelle DL (for c.m.)
Christine McKenney
Interim Client Services Manager
City Attorney Office

12-20-19 19034413
Date ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23rd day of December, 2019,
by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora,
Colorado.

Witness my hand and official seal. Cheryl Lee Daniels
Notary Public

My commission expires: 5/23/2021

(SEAL)

Cheryl Lee Daniels Notary Public State of Colorado Notary ID 20014011257 My Commission Expires May 23, 2021

Second Amendment to Extend First Revised Water Transmission Service Contract among Aurora – Colorado Springs Joint Water Authority and City of Aurora, Colorado and City of Colorado Springs, Colorado

This Second Amendment to Extend, made and entered into this ____ day of _____, 2022, by and among the Aurora-Colorado Springs Joint Water Authority (the “Authority”), a political subdivision of the State of Colorado, and the City of Aurora, Colorado (“Aurora”), and the City of Colorado Springs, Colorado (“Colorado Springs”), each of which cities is a municipal corporation of the State of Colorado and a home rule city, (such cities being herein collectively called “Cities,” or individually, “City”).

Witnesseth

WHEREAS, on May 13, 1983, by executing the Establishing Contract for Aurora – Colorado Springs Joint Water Authority (the “Establishing Contract”), the Cities formed the Authority as a separate governmental entity pursuant to Section 18(2)(a) and (2)(b) of Article XIV, Constitution of the State of Colorado, and Section 29-1-204.2, Colorado Revised Statutes (1973), to effect the development of water resources, systems and facilities for the benefit of the Cities and their inhabitants.

WHEREAS, the Authority has acquired and constructed the Extension Pipeline Project comprising a pipeline (the “Otero Extension Pipeline”) from the outlet of Twin Lakes Dam to the Otero Pumping Station Intake; and

WHEREAS, each City has need for the water to be transmitted by the Extension Pipeline Project for purposes of providing water for all domestic, municipal, industrial, recreational, and other beneficial purposes for each City and the inhabitants thereof and to those persons or entities served by the municipal system of each City; and

WHEREAS, on June 1, 1983, the Parties entered a Water Transmission Service Contract (“1983 Service Contract”) for the provision of certain water transmission services by the Authority to the Cities, the term of which expired on December 1, 2013.

WHEREAS, on April 3, 2014, the Parties entered the First Revised Water Transmission Service Contract, which superseded and replaced the 1983 Water Transmission Service Contract, the term of which is set to expire on December 31, 2019.

WHEREAS, effective December 31, 2019, the Parties entered into an Amendment to Extend Term of April 3, 2014, First Revised Water Transmission Service Contract ("Amendment to Extend"), which extended the term of the First Revised Water Transmission Service Contract through December 31, 2021, with a single one-year automatic extension of the term, and established that the First Revised Water Transmission Service Contract will automatically expire on the effective date of the termination of the Authority under the terms of the Establishing Contract;

WHEREAS, each City desires to continue to receive, and the Authority desires to continue to furnish, water transmission service by means of the Authority's Extension Pipeline Project on the terms and conditions herein set forth in the First Revised Water Transmission Service Contract, as previously amended and as amended herein.

WHEREAS, prior to the expiration of the term set forth in the Amendment to Extend, the Parties wish to further amend the First Revised Water Transmission Service Contract for a longer period, with express automatic extensions as described, below.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Authority and each City agree as follows:

1. Extended Term: Section 1 of the First Revised Water Transmission Service Contract, as amended by the December 31, 2019, Amendment to Extend is hereby amended as follows:

Section 1: Term of Contract. The term of this Contract shall be from the Effective Date through December 31, 2027. Each Party's respective City Council agrees that the term may be extended through up to two five - year extensions if each such extension is administratively approved by both the General Manager of Aurora Water and the Chief Executive Officer of Colorado Springs Utilities, or their designees, and unless this Contract is not otherwise extended, amended, or terminated in writing by mutual agreement of the Parties. Further, the term of this Contract will automatically expire on the effective date of the termination of the Authority under the terms of the Establishing Contract.

2. Except as hereby expressly amended, the term of the First Amended Water Transmission Service Contract are continued in full force and effect.

IN WITNESS WHEREOF, the Authority and the Cities have caused this instrument to be executed on the dates set forth below.

{Signatures on following pages}

City of Colorado Springs

By: _____
President of City Council

Date: _____

Attest: _____

Date: _____

Approved as to form for the City of Colorado Springs, Colorado,

Michael Gustafson, Senior Attorney

Date

State of Colorado)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, President of City Council, on behalf of the City of Colorado Springs.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (Oct 4, 2022 11:26 MDT)

Ian Best, Assistant City Attorney

Oct 4, 2022

Date

22031283

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Aurora-Colorado Springs Joint Water Authority

By: _____
President

Date: _____

Attest:

By: _____
Secretary

Date: _____

State of Colorado)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, President on behalf of the Aurora-Colorado Springs Joint Water Authority.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

- ≠ Peoria St. will be closed this weekend and next weekend due to the East Corridor rail construction.
- ≠ The pre-submittal meeting was held for the Iliff Ave. Station parking garage on Tuesday, 1/14. January 31, 2014, is the last day to submit proposals.
- ≠ The design work and environmental work continues on the Fitzsimons Station.
- ≠ A lot of design work is taking place for the 2nd Ave. Station, 13th Ave. Station, and Florida Station bike/pedestrian connections.

Outcome

This item was for informational purposes.

Aurora/Colorado Springs Joint Water Authority's Water Transmission Revised Contract

Joe Stibrich, Deputy Director Water Resources, provided background on the Aurora/Colorado Springs Joint Water Authority (Authority) which is a component of the Homestake Project. The Authority's Water Transmission Service Contract between the cities expired December 1, 2013. A revised service contract is being proposed for a five-year period to allow for continued service by the Authority to Homestake and completion of investigations into options and alternatives for the cities under the Authority. The original purpose of the Authority was to bond and pay for the Twin Lakes/Otero pipeline. The bonds were paid off in 2003. The original contract was split with two thirds of the cost born by Colorado Springs and one third by Aurora. The actual use has been more of a 50/50 split. The proposed contract language reflects this change. Aurora's operating cost under the previous contract was about \$18,000 per year. The new split will increase this amount. In addition, in 2014, a large new metering facility, including a new structure and associated infrastructure, to monitor flows through the pipeline is being constructed at a capital expense of about \$211,000.

Comments

Council Member Broom stated that early on in the Homestake Project there had been joint bus trips to the sites with Aurora and Colorado Springs City Councils. He suggested staff consider arranging a joint trip in the future. Both City Councils have toured the sites separately, but a joint trip may be in order again after the current rehabilitation project is complete at Homestake Reservoir.

Outcome

The Committee agreed to move the revised service contract forward to Study Session.

Follow-up

At the next Homestake Steering Committee meeting, Aurora staff will suggest a joint bus tour be considered after the rehabilitation project is complete.

Steering Committee/JWA Appointments

Marshall Brown, Director Aurora Water, explained that the Aurora and Colorado Springs Joint Water Authority's Water Transmission Service Contract expired December 1, 2013. The Homestake Water Project is jointly operated by Aurora and Colorado Springs. A Steering Committee consisting of three people from each agency is required. The Joint Water Authority,

- g. Consideration to AWARD A COMPETITIVELY BID CONTRACT to JCOR Mechanical, Inc., Golden, Colorado in the amount of \$172,122.00 for the Valve and Vault Rehabilitation program, Project Number 5379A.

Motion by Markert, second by Broom, to approve item 9g.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

10. **RESOLUTIONS**

- ◆ a. **R2014-15**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the first revised water transmission service contract among the Aurora-Colorado Springs Joint Water Authority, the City of Aurora, Colorado, acting by and through its Utility Enterprise and the City of Colorado Springs, Colorado.

Motion by Roth, second by Broom, to approve item 10a.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

- ◆ b. **R2014-16**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the agreement between the City of Aurora, Colorado, acting by and through the Utility Enterprise, and the Board of County Commissioners of Adams County, Colorado regarding water service for the Front Range Airport and Spaceport Colorado.

Motion by LeGare, second by Hunter Holen, to approve item 10b.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

- ◆ a. **2014-05**
PUBLIC HEARING and Consideration of INTRODUCTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning four parcels of land owned by Fashion Bar Associates, L.L.C. and two parcels of land owned by The Regional Transportation District from B-1 (Retail Business District), and B-3 (Highway Service District), to Transit-Oriented Development District, and amending the zoning map accordingly. ***Approved unanimously at the January 22, 2014 Planning Commission Meeting.*** (Case Number 2013-2003-00)

Mayor Hogan opened the public hearing on the item.

Motion by Markert, second by Roth, to introduce item 11a.

Michael Sheldon, representing the Fashion Bar ownership group, spoke in support of the item.

Mayor Hogan closed the public hearing on the item.

Council Member Markert and Mayor Pro Tem Roth stated their support for the item.

- ◆ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

4. WATER TRANSMISSION SERVICE CONTRACT AMENDMENT (JOINT WATER AUTHORITY)

Summary of Issue and Discussion: A. Goodman stated, this two year Second Revised Service Contract provides for continued service during this period and is intended to allow the parties to determine and present recommendations on the future use of the Authority, as well as the means by which to financially complete the change of Aurora's ownership of the Extension Pipeline from $\frac{1}{3}$ to $\frac{1}{2}$. A detailed evaluation of potential additional water rights development and associated new infrastructure, various operational scenarios, and options for transferring the Extension Pipeline to the Homestake Project. The proposed Second Revised Water Transmission Service Contract is for a two year period (with an additional one year extension).

Council Member Bergan stated, is the contract only for two years in case changes need to be made to the contract. A. Goodman replied, the contract is for two years with an additional one year extension if needed. Council Member Bergan stated, why aren't we doing a longer term contract. A. Davis replied, we want to get certain decisions made and by having a shorter term agreement keeps the pressure on.

Outcome: The Committee recommends the Water Transmission Service Contract (Joint Water Authority) and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the Water Transmission Service Contract (Joint Water Authority) and will forward to Regular Session for consideration.

5. JOINT WET WEATHER MONITORING AND OTHER CDPS PERMIT ACTIVITIES

Summary of Issue and Discussion: S. Lieske stated, wet weather monitoring involves collecting runoff at a number of automated stations in the metro area and analyze the water quality for specific pollutants in runoff and if any trends are occurring. A trend analysis report is prepared after four years of data collection and an assessment is made regarding whether concentrations of certain parameters appear to be increasing or decreasing. The data collection report is prepared annually and submitted to the Water Quality Control Division as part of the requirements of Aurora's MS4 permit. Aurora, in conjunction with Denver and Lakewood, have continued to work cooperatively with Urban Drainage and Flood Control District DBA Mile High Flood District to meet a number of permit conditions through these agreements. Aurora's costs for the calendar year 202 is a maximum of \$24,000.00 and the term of the agreement is one year.

Council Member Bergan stated, with the reports on contaminants have there been any major surprises. S. Lieske replied, no. Council Member Bergan stated, if there were a lot of rainfall and caused some flooding would that bring contaminants into the water. S. Lieske replied, it's to make sure that municipalities are doing what they can to control contaminants as best as they can.

Outcome: The Committee recommends the Joint Wet Weather Monitoring and Other CDPS Permit Activities and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee recommends the Joint Wet Weather Monitoring and Other CDPS Permit Activities and will forward to Regular Session for consideration.

Motion by Marcano, second by Murillo, to approve item 16b.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ◆ c. **R2019-119**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Amendment to the Revised Water Transmission Service Contract among the Aurora Colorado Springs Joint Water Authority, the City of Aurora, Colorado, acting by and through its Utility Enterprise and the City of Colorado Springs, Colorado.
Presenter: Alexandra Davis, Deputy Director/Water Resource, Aurora Water

Motion by Berzins, second by Bergan, to approve item 16c.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ◆ d. **R2019-120**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement amount the City of Aurora, Colorado, by and through its Utility Enterprise, The Urban Drainage and Flood Control District, The City and County of Denver, and the City of Lakewood regarding the Joint Funding for Wet Weather Monitoring and Other Colorado Discharge Permit System Activities.
Presenter: Sean Lieske, Environmental Permitting Mgr, Aurora Water

Motion by Coombs, second by Bergan, to approve item 16d.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ◆ e. **R2019-121**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the submission of an application to Great Outdoors Colorado for a grant in the amount of \$110,000 to partially fund design documents and construction of the Sixth Avenue elementary school playground renovation project.
Presenter: Tracy Young, Manager of PROS Plan, Desn Cons, Parks, Recreation & Open Space

Motion by Murillo, second by Lawson, to approve item 16e.

Council Member Murillo stated the item related to Aurora making a contribution to renovating an elementary school playground and everyone could agree that was a good thing.

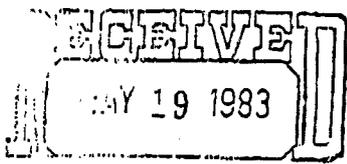
Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

17. **RECONSIDERATIONS AND CALL-UPS**

Motion by Gruber, second by Bergan, to reconsider resolution 2019-103.

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

May 13, 1983



Division of Local Government

ESTABLISHING CONTRACT
FOR

AURORA - COLORADO SPRINGS JOINT WATER
AUTHORITY

The undersigned, desiring to create the Aurora - Colorado Springs Joint Water Authority, as a water authority, a body corporate and politic, a separate governmental entity, a political subdivision and a public corporation of the State of Colorado, pursuant to Section 18(2) (a) and 2(b) of Article XIV, Constitution of the State, and to Section 29-1-204.2, Colorado Revised Statutes 1973, as amended (the "Act"), by this Establishing Contract, by and between the City of Aurora, Colorado and the City of Colorado Springs, Colorado (the "Cities"), each of which owns and operates a water system, hereby agree:

ARTICLE I

The name of the entity hereby established shall be Aurora - Colorado Springs Joint Water Authority (the "Authority").

ARTICLE II

The purpose of the Authority is to effect the development of water resources, systems and facilities in whole or in part for the benefit of the Cities and their inhabitants, and the functions, services and general powers of the Authority are, to the fullest extent permitted by law, as follows:

- (a) To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or any interest

therein, particularly including, without limitation, facilities to transmit water to the Cities for treatment and distribution;

(b) To conduct its business and affairs for the benefit of the inhabitants of the contracting parties hereto and others in the Board or Directors' discretion.

(c) To enter into, make and perform contracts of every kind with the Cities, the United States, or any state or political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind.

(d) To employ agents and employees.

(e) To incur debts, liabilities or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for moneys borrowed or in payment for property acquired, or for any of the other purposes of the Authority, and as provided by law, and to the extent permitted by law to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon, assignment of, or agreement in regard to, all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority. The bonds, notes and any other obligations of the Authority shall not themselves be the debts, liabilities or obligations of the Cities. The directors and officers of the Authority shall not be liable for the debts and obligations of the Authority.

(f) To buy, lease, construct, appropriate, contract for, invest in, and otherwise acquire, and to own, hold, maintain, equip, operate, manage, improve, develop, and deal in and with, and to sell, lease, exchange, transfer, convey, and otherwise dispose of, and to mortgage, pledge, hypothecate and otherwise encumber real and personal property of every kind, tangible and intangible, utilized for the purposes of the Authority.

(g) To own, operate and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or other operations with others, and to exercise all of the powers granted herein in joint, partnership, or cooperative efforts and operations with others.

(h) To have and to exercise the power of eminent domain and, in the manner provided by law for the condemnation of property for public use as rights-of-way (not owned by any public utility and devoted to such public use pursuant to state authority), to take any property necessary to the exercise of the powers granted in this instrument.

(i) To construct and maintain works and establish and maintain facilities across or along any public street or highway, provided the Authority shall promptly restore any such street or highway to its former state of usefulness. In the use of streets or highways, the Authority shall be subject to the reasonable rules and regulations of the state, county, city, or town where such highways or streets lie.

(j) To protect public health, the Authority shall have the power to establish, provide, and maintain a security force for the preservation of public peace, health, and safety, and to use such force as may be necessary to preserve and protect the facilities and property of the Authority, including, without limitation, the power to police its facilities, to suppress and prevent riots, affrays, noises, disturbances, and disorderly assemblies on any of the properties of the Authority.

(k) To fix, maintain and revise fees, rates and charges for the use of the Authority's functions, services (including, without limitation, water transmission service) or facilities, and to adopt reasonable regulations for the public welfare and pertaining to such facilities and waters, including, without limitation, the use and protection of such facilities and waters.

(l) To sue and be sued in the name of the Authority.

(m) To have and use a corporate seal.

(n) In general, to exercise all powers which are now or hereafter may be conferred by law upon a water authority organized pursuant to the Act, or necessary, incidental, convenient, or conducive to the attainment of its purposes and provision of its functions, services and facilities, subject to such limitations as are or may be prescribed by law.

ARTICLE III

1. All legislative power of the Authority shall be vested in a Board of Directors (the "Board") consisting of six voting members (the "Voting Directors") plus two non-voting (ex officio) members. One of the non-voting members shall be the Director of Finance (or in the event of his inability to serve, the assistant to the Director of Finance) of the City of Aurora, or if the office of Director of Finance or the City of Aurora shall ever be abolished, the official of that City holding duties for that City most closely corresponding to those theretofore held by the Director of Finance. The other non-voting member of the Board shall be the Director of Finance and Management Services (or in the event of his inability to serve, the Controller of the Department of Utilities) of the City of Colorado Springs, or if the City office of Director of Finance and Management Services shall ever be abolished, the official of that City holding duties for that City most closely corresponding to those theretofore held by the Director of Finance and Management Services.

2. The number of Voting Directors representing each City shall be as follows:

City of Aurora	3
City of Colorado Springs	3

3. The names and terms of the initial Voting Directors

are:

<u>Name</u>	<u>Represented City</u>	<u>Term Expires</u>
Tom Griswold	City of Aurora	January 15, 1985
Edward W. Bailey	City of Colorado Springs	January 15, 1985
Harry C. LaBonde	City of Aurora	January 15, 1986
Harold E. Miskel	City of Colorado Springs	January 15, 1986
Charles A. Wemlinger	City of Aurora	January 15, 1987
Phillip Tollefson	City of Colorado Springs	January 15, 1987

4. Except as specifically otherwise provided in paragraph 3 of this article, as to initial Voting Directors, each Voting Director shall serve for a term of three years and until the Secretary of the Authority has received (from the City Clerk of the appointing represented City) written designation of his or her successor as appointed by the City Council of the represented City. Any Voting Director so appointed may be removed at any time by such a City Council with or without cause. Such removal shall be effective only on notice to the Secretary.

5. Each City Council shall in November or December of the calendar year immediately preceding the expiration dates of its City's representatives' terms, appoint successive Voting Directors to the Board, for three-year terms (ending on the appropriate January 15) as representatives of such City. There is no limitation upon the number of terms, including successive terms, that a Voting Director may hold office.

6. A vacancy occurring in the voting membership of the Board, whether such vacancy be the result of resignation, removal or disability, shall be filled by the appointment of a successor Voting Director in the same manner as is provided in paragraphs 4 and 5 of this Article.

7. The members of the Board shall not receive compensation from the Authority for their services, but the Board may, by resolution, provide for reimbursement to its members of their actual expenses incurred on behalf of the Authority.

8. Regular meetings of the Board shall be held at such time, on such day, and at such hour as the Board shall, by resolution, from time to time establish. Special meetings may be held at any time at any place within or without the State of Colorado upon 24 hours' notification delivered in writing by the President or his designee to the home or place of employment of each member of the Board, or telephonically communicated to each member by the President or his designee, unless the notice of that meeting be thereafter in writing waived by a Director. On the written request of any member of the Board, the President shall so call a special meeting of the Board.

9. The presence of two Voting Directors representing each City shall constitute a quorum for the transaction of business, but if less than such a quorum is present at a meeting, a majority of the Voting Directors present may adjourn the meeting from time to time and in such case the Secretary shall notify the absent members of the Board of the time and place of such adjourned meeting. Except as herein otherwise provided, no action shall be taken by the Board except upon the affirmative vote of four Voting Directors.

10. In the event there is not an affirmative vote of four Voting Directors on any question before the Board which principally relates to a specific Project (as defined in Article VI), then there may be a weighted vote ("Weighted Vote") as follows: Each Voting Director present representing the City which has by written communication to the Board committed to pay, directly or indirectly, amounts for such Project which will clearly constitute more than half of the Authority's estimated cost of acquiring or constructing that Project, shall be entitled to cast two votes. Each Voting Director

representing the other City shall be entitled to cast his usual single vote. The act of a majority of the "Weighted Vote" shall be the act of the Board.

11. The duties of the Board shall be:

(a) To govern the business and affairs of the Authority.

(b) To exercise all powers of the Authority.

(c) To comply with the provisions of Parts 1, 5 and 6, Article 1, Chapter 29, C.R.S. 1973, as amended.

(d) To keep minutes of its proceedings.

ARTICLE IV

1. The officers of the Authority and of the Board shall be a President, Vice President, Secretary, Treasurer, who shall be Voting Directors, and such other officers and assistant officers as may be authorized by the Board from time to time to perform such duties as may be approved by the Board. Each successor officer shall be appointed by action of the Board. The offices of Secretary and Treasurer may be held by one Voting Director. The President and Vice President shall each serve for a term of one year and until his successor is duly appointed.

2. The names and offices of the initial officers of the Authority shall be as follows:

<u>Name</u>	<u>Office</u>
Harold E. Miskel	President
Charles A. Wemlinger	Vice President
Phillip Tollefson	Secretary
Phillip Tollefson	Treasurer

3. Any officer or agent appointed by the Board may be removed by the Board, with or without cause.

4. In addition to duties designated by the Board, the duties of the officers shall include the following:

(a) The President shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of the Authority.

(b) The Vice President shall, in the absence of the President, or in the event of his inability or refusal to act, perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as may be prescribed by the Board from time to time.

(c) The Secretary shall maintain the official records of the Authority, including the minutes of the meetings of the Board, and a register of the names and addresses of Directors and officers, and shall issue notice of meetings, attest and affix the corporate seal to all documents of the Authority and perform such other duties as the Board may prescribe from time to time.

(d) The Treasurer shall serve as financial officer of the Authority and shall, except as the Board may otherwise decide by resolution, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities and for duties incident to the office of Treasurer, and shall perform other duties as the Board may prescribe from time to time.

(e) The Treasurer and any other officer or agent of the Authority charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board shall determine. The Board in its discretion may also require any other officer, agent or employee of the Authority to give bond in such amount and with such surety as it shall determine. The cost of such bond shall be an expense payable by the Authority.

ARTICLE V

The Authority (a) shall defend each Director and officer of the Authority in connection with any claim or actual or threatened suit, action, or proceeding (civil, criminal, or other, including appeals), in which he may be involved in his official capacity by reason of his being or having been such Director or officer or by reason of any action or omission (including those antedating the adoption hereof) by him in any such capacity; and (b) shall indemnify each such Director and officer against all liability arising from any such claim, suit or action, except any liability to a party to this agreement and any liability arising from criminal offenses, willful misconduct or gross negligence.

ARTICLE VI

1. As used herein, the following terms shall have the definitions set forth below:

(a) "Operating and Maintenance Expenses" shall mean all expenses incurred by the Authority which are properly accounted for as operating and maintenance expenses under such accounting principles as are generally accepted for governmentally operated water utilities. Such term does not include depreciation or obsolescence charges or reserves therefor, interest charges and charges for the payment of principal, or amortization, of bonds of the Authority.

(b) "Project" shall mean one or more of the following, including all incidental expenses in connection therewith: (i) any dam, reservoir, other storage facility, transmission facility, collection facility or other capital improvement for the development of water resources (or interest in any of the foregoing) to be in whole or in part constructed or otherwise acquired by or on behalf of the Authority, as well as any facility required to connect such capital improvement with the Cities or others, or (ii) the acquisition of a

leasehold interest in, or the entering into a contract to purchase or receive, water or storage capacity. Any such contractual undertaking may include, without limitation, (a) the making of a prepayment of capital costs which are associated with the supply or capacity so purchased, or (b) the execution of a take-and-pay contract or a take-or-pay contract or (c) the execution of a contract to purchase water or storage capacity on a requirements basis.

(c) "Project Renewal" shall mean repairs, replacements or modifications to a previously approved Project in which the Authority has a legal or equitable interest, or which is leased or otherwise used by the Authority under circumstances where the Authority is contractually obligated for maintaining, replacing or repairing such a Project, or to defray the cost thereof, and which are designed to maintain the operating efficiency of such a Project.

2. Except as provided in this Article, the Authority, prior to borrowing any money or issuing and selling any bonds or other securities (collectively "bonds" in this article), for any purpose other than a previously approved Project, and prior to making any payment or incurring the obligation to make any payment in connection with any Project not previously approved, shall give notice and secure approval of the Cities for such borrowing or bond issuance, or for such Project, as the case may be. No prior approval of the Cities shall be required for any Operating and Maintenance Expenses incurred for any purposes of the Authority not principally related to any Project; nor, if a Project has been approved, shall additional approval be required for either (i) Operating and Maintenance Expenses, other expenditures, borrowing or bond issuance, all in respect to such previously approved Project or (ii) for Operating and Maintenance Expenses, expenditures, borrowing or bond issuance for Project Renewal, all in respect to such previously approved Project, if the Board's estimate of cost of such particular Project Renewal does not exceed \$30,000.

3. Where prior approval is required pursuant to this Article, the Authority shall submit a written notice to each City. The written notice shall contain in general terms a description of the undertaking requiring such approval and the projected sources and uses or funds therefor, and a statement that, in the opinion of the Authority, the undertaking is economically feasible and is necessary for the Authority to effect the purposes of this contract, together with an explanation of the Authority's basis for this opinion.

4. Within sixty (60) days after the deposit of the written notice described above in paragraph 3 of this Article in the United States mails, by certified mail, return receipt requested (or within any extension of time thereof, not to exceed thirty (30) days, requested by a City if such request is received by the Authority within the original sixty (60) day notice period and if consent is obtained from the Board for such extension of time), each City shall give the Authority written notice of its approval or disapproval of the undertaking. If a City fails to give the Authority such written notice within such sixty (60) day period, or any extension thereof, then that City shall be deemed to have disapproved. If both of the Cities approve, then the Authority may proceed.

ARTICLE VII

Nothing in this instrument shall be deemed to restrain the sale of water or furnishing of water service by the Authority or any City to any entity, public or private, within or outside the boundaries of such Cities, but any such purchaser or recipient from the Authority shall be a water service or water development entity.

ARTICLE VIII

This contract and the contractual obligations and rights thereunder shall continue in force and effect until terminated by either City following not less than six (6) months written notice to the other City of its intention to terminate; but (1) this instrument, except as hereinafter provided, may be amended, modified, rescinded or terminated at any time by a written document approved and executed by each City which is a party to this instrument, and (2) this instrument may not in any event be rescinded or terminated so long as the Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made not in contravention of the terms of such obligations.

ARTICLE IX

In the event of the rescission or termination of this instrument and the dissolution of the Authority, all right, title and interest of the Authority in the General Assets of the Authority shall be transferred to the Cities, subject to any outstanding liens, mortgages or other pledges of such assets. The interest in the General Assets of the Authority conveyed to each City shall be that proportion which the total amount paid by such City to the Authority for all purposes (except amounts attributable to the Authority's payment of bond interest) bears to the total dollar amount of all such included payments made to the Authority by both Cities. The term "General Assets" as used in this Article shall include all legal and equitable interests of the Authority except those acquired as part of each Project ("Project Assets"). In the case of each Project, the interest in the Project Assets shall be conveyed to each City in that proportion which the total amount paid by such City in connection with such Project (except amounts attributable to the Authority's

payment or bond interest) bears to the total dollar amount of such included Project Asset payments for such Project by both Cities. Provided, however, that the Cities may otherwise provide, by agreement, for disposition of any and all interests of the Authority to any successor to the Authority, or for any alternative disposition between the Cities.

ARTICLE X

If any provision of this contract or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this contract, which can be given effect without the invalid provision or application, and to this end the provisions of this contract, and each and every provision thereof, are declared to be severable.

ARTICLE XI

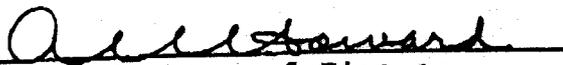
This contract may be executed in counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Cities have caused this instrument to be executed this 3rd day of May, 1983.

CITY OF AURORA, COLORADO

By 
Mayor

Attest:


Director of Finance,
ex officio City Clerk

CITY OF COLORADO SPRINGS,
COLORADO

By 
Mayor

Attest:


City Clerk

WATER TRANSMISSION SERVICE CONTRACT

AMONG

AURORA - COLORADO SPRINGS JOINT WATER
AUTHORITY

AND

CITY OF AURORA, COLORADO

AND

CITY OF COLORADO SPRINGS, COLORADO

Dated: June 1, 1983

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WATER TRANSMISSION SERVICE CONTRACT

AMONG

AURORA - COLORADO SPRINGS JOINT WATER
AUTHORITY

AND

CITY OF AURORA, COLORADO

AND

CITY OF COLORADO SPRINGS, COLORADO

This Contract, made and entered into as of the first day of June, 1983, by and among Aurora - Colorado Springs Joint Water Authority, a political subdivision of the State of Colorado (the "Authority"), and the City of Aurora, Colorado ("Aurora") and the City of Colorado Springs, Colorado ("Colorado Springs"), each of which cities is a municipal corporation of the State of Colorado and a home rule city, (such cities being herein collectively called "Cities," or individually, "City").

W I T N E S S E T H

WHEREAS, Aurora and Colorado Springs have for many years worked cooperatively in developing water resources through the project commonly known as the Homestake Project and have thereby enjoyed economies of scale in bringing water from western Colorado to the water systems of the two Cities; and

WHEREAS, the two Cities, pursuant to Section 29-1-204.2, Colorado Revised Statutes 1973, and to their enabling ordinances, have established by contract, executed May 13, 1983 (the "Establishing Contract"), a separate governmental entity and political subdivision of the State of Colorado known as the Aurora - Colorado Springs Joint Water Authority (the "Authority") to effect the development of water resources, systems or facilities in whole or in part for the benefit of the Cities and their inhabitants; and

WHEREAS, the establishment of the Authority was prompted in part by the immediate need of the Cities for the construction and other acquisition of a pipeline (the "Pipeline") from the Otero Pumping Station Intake to the newly constructed Twin Lakes Dam, and to provide for the maintenance of such pipeline; and

WHEREAS, each City has need for the water to be transmitted by the pipeline for purposes of providing water for all domestic, municipal, industrial, recreational and other beneficial purposes for each City and the inhabitants thereof and to those persons or entities served by the municipal system of each City; and

WHEREAS, pursuant to Article VI of the Establishing Contract, after due written notification from the Authority, the Cities have each approved the project (the "Project") as defined in Section 2 hereof, including the construction and other acquisition of the Pipeline by the Authority, and authorized by ordinance the execution of this contract for water transmission service to be furnished by the Authority to the water systems of the Cities for their treatment and distribution; and

WHEREAS, the precise extent of actual use of the Pipeline by each City throughout the term of this contract is impossible to determine now, but the Cities estimate that, in the aggregate, the use will be one-third by Aurora and two-thirds by Colorado Springs, and believe it prudent to have a definite allocation of service charges prior to construction and financing; and

WHEREAS, each City desires to receive, and the Authority desires to furnish water transmission service on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Authority and each City agree as follows:

Section 1: Term of Contract. This Contract shall become effective upon the delivery to the Authority of the proceeds of the first issued Bonds of the Authority. This Contract shall remain in effect until December 1, 2013 and until such time thereafter, if any, when all of the Obligations of the Authority shall have been paid (or provision for such payment shall have been made pursuant to the Bond Resolution or other instrument authorizing the Obligations).

Section 2: Definitions. The terms of this section defined for all purposes of this Contract and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

(a) "Act" shall mean Section 29-1-204.2, Colorado Revised Statutes, 1973.

(b) "Annual Project Budget" shall mean, with respect to a Contract Year, the budget of the Authority prepared in accordance with Section 5 hereof for such Contract Year, or, in the case of an amended Annual Project Budget, for the remainder of such Contract Year.

(c) "Annual Project Costs" shall mean, with respect to a Contract Year, and to the extent not paid or to be paid from the proceeds of Bonds or other funds legally available to the Authority (other than payments by the Cities hereunder), all costs and expenses of the Authority that are paid or incurred during such Contract Year and are allocable to the Project, including, but not limited to the payment of the Operation and Maintenance Expenses of the Project, all costs, charges, and expenses of repairs, replacements and modifications of the Project (subject to compliance with the Establishing Contract) and the deposit or payment of any and all amounts which the Authority may now or hereafter become obligated to deposit into any fund or to pay from revenues of the Project, by law or contract (including the Bond Resolution).

(d) "Authority" shall mean the Aurora - Colorado Springs Joint Water Authority as created and established (pursuant to the Act) by the Establishing Contract executed by and on behalf of each of the Cities.

(e) "Bonds" shall mean all first lien, parity bonds issued by the Authority in conformity with the Bond Resolution.

(f) "Bond Resolution" shall mean the resolution to be adopted by the Board of Directors of the Authority authorizing the issuance of the "Aurora - Colorado Springs Joint Water Authority Water Revenue Bonds, Series 1983," and any resolution subsequently adopted by the Authority which authorizes the issuance of Bonds, including refunding Bonds, on a parity with such Series 1983 Bonds.

(g) "Contract Year" shall mean the fiscal year of the Authority; provided, however, the first Contract Year of the Authority shall begin on the effective date of this Contract and shall end on the last day of the fiscal year of the Authority within which this Contract becomes effective.

(h) "Cost of the Project" shall mean the Authority's costs properly attributable to the construction and other acquisition of the Project, including but not limited to: the cost of acquisition by or for the Authority of real or personal property or any interest therein; costs of physical construction; engineering, inspection, fiscal, and legal expenses relating to the Project; interest which it is estimated will accrue during the construction or other acquisition period and for a period of not exceeding one year thereafter on the Bonds; any discount on the sale of the Bonds; costs of financial, professional, and other estimates and advice; contingencies; any administrative, operating, and other expenses of the Authority prior to and during such acquisition period and for a period of not exceeding one year thereafter, as may be determined by the Board; all such other expenses as may be necessary or incident to the financing, acquisition, improvement, equipment, and completion of the Project

and the placing of the same in operation; and such provision or reserves for working capital, Operation and Maintenance Expenses or for payment or security of principal of or interest on the Bonds as the Board may determine.

(i) "Debt Service" shall mean, with respect to any period, the aggregate of the amounts of principal, interest and redemption premium, if any, required to be paid from revenues of the Authority during said period on any Obligations outstanding as the same shall become due.

(j) "Obligations" shall mean Bonds, notes, or other evidences of borrowing by the Authority for Project purposes.

(k) "Operation and Maintenance Expenses" shall mean all expenses incurred in the operation and maintenance of the Project and normally recurring expenses incurred by the Authority in the conduct of its activities which are properly allocable to the Project under generally accepted accounting principles as applied to governmental units. Such term does not include depreciation or obsolescence charges or reserves therefor, interest charges and charges for the payment of principal, or amortization, of Bonds or other Obligations of the Authority or required deposits into any reserves therefor.

(l) "Participation" shall mean for each of the Cities the following proportions:

Aurora: One-Third (1/3)

Colorado Springs: Two-Thirds (2/3)

(m) "Pipeline" means the Otero pipeline, more particularly described and located as set forth in the approved Project description in Exhibit A hereto.

(n) "Project" shall mean only the facility to be constructed or acquired by the Authority heretofore approved by the Cities, as described in Exhibit A attached hereto and made a part hereof.

(o) "Transmission Service Charge" shall be the charge to each City for Water Transmission Service by the Authority, which charge shall be calculated as provided in paragraph (a) of Section 6 hereof.

(p) "Water Transmission Service" and words of similar import shall mean the Authority's construction and other acquisition of the Project, its transmission of water through the Pipeline and its maintenance of the Project at all times in good and workable condition and available for such transmission.

Section 3: Delivery of Water to the Project. Each City agrees that it, and not the Authority, shall be responsible for delivery to the Project of all water to be transmitted through the Pipeline.

Section 4: Water Transmission. The Authority agrees to furnish Water Transmission Service to each City, and each City agrees to pay, in accordance with its Participation share, for such service.

Section 5: Annual Project Budget.

(a) The Authority shall prepare or cause to be prepared an Annual Budget which shall itemize estimates of Annual Project Costs and all revenues, income or other funds to be applied to such Annual Project Costs for and applicable to such Contract Year. The Authority and each City shall prepare such Annual Budget in a timely fashion which will allow the Cities and the Authority to comply with applicable budget laws.

(b) The Authority, prior to the beginning of such Contract Year, shall adopt an Annual Project Budget for such Contract Year and the Transmission Service Charge for such Contract Year and shall cause copies of such Annual Project Budget and rates and charges to be promptly delivered to the Cities. The Annual Project Budget for the first and second Contract Years shall be prepared, considered, adopted and delivered in the manner which the Authority deems best.

(c) If, at any time or from time to time after the adoption of the Annual Project Budget in accordance with Paragraph (b) of this Section 5, the Authority estimates that the actual Annual Project Costs or revenues for the Contract Year or any part thereof for which such Annual Project Budget applies will be greater or less than the Annual Project Costs or revenues set forth in the Annual Project Budget, then the Authority may prepare an amended Annual Project Budget. The amended Annual Project Budget shall be timely adopted by the Authority and promptly transmitted to the Cities.

(d) In the event a budget for the ensuing Contract Year has not been adopted on or before the first day of the Contract Year, the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary budget for such purposes for the ensuing Contract Year. Such temporary budget shall be effective only until such time as a permanent budget has been finally adopted and approved. The President of the Authority shall be responsible for the allocation for expenditure of the total amount of the temporary budget until a permanent budget is adopted and approved.

Section 6: Rates and Charges.

(a) The Transmission Service Charges of the Authority to the Cities pursuant to Section 4 hereof shall be:

- (1) non-discriminatory,
- (2) fair and reasonable, and

(3) adequate (after taking into consideration other moneys received or anticipated to be received) in each Contract Year to pay or make provision for paying all Annual Project Costs. The provisions of this subparagraph (3) shall be subject to the exception that if prior to the issuance of any of a series of the Bonds, a City makes payment to the Authority toward the Cost of the Project equal to its Participation in the Project, the Transmission Service Charges payable by such City shall be determined without regard to the Debt Service on such series of Bonds, or the reserves therefor, unless such City, as a non-defaulting City, has succeeded to the entitlement to Water Transmission Service of the defaulting City as provided in Section 12 hereof.

(b) When the Board of Directors of the Authority proposes to establish a new rate or charge (other than in connection with an Annual Project Budget), it shall give each City written notice that it proposes to establish a new rate or charge for Water Transmission Service (setting forth such charge) on a date certain (which shall not be less than 30 days from the mailing of the notice to each City, all such notices to be mailed simultaneously).

Section 7: Billing. The Authority shall bill each City for Transmission Service Charges on or before the 25th day of each month, in proportion to such City's Participation.

Section 8: Payments to Constitute Operation Expenses of City System. Each City's obligation to make the payments under this Contract shall constitute, and shall be treated for all purposes by each City, as (to the extent permitted by law and by its contractual obligations to holders of its bonds and other obligations) an operating expense of its municipal system and prior to its obligation to make payments for any bonds or other obligations issued by the City and payable from revenues of its municipal system. The obligation of each City to make payments hereunder shall be limited to revenues derived from such City's operation of its municipal system, but it may make payment from any revenues legally available to the City. The term "municipal system" as used in this Contract means, as applied to Aurora, its water system and, as applied to Colorado Springs, its combined utilities system for water, sewer, electricity and gas.

Section 9: City Rate Covenant. Each City shall establish, maintain and collect reasonable rates and charges for the water service of its municipal system which shall produce revenues at least sufficient, together with other revenues legally available to such City, to enable it to pay the Authority, when due (monthly or otherwise), all amounts payable by such City under this Contract.

Section 10: Covenants of the Authority and the Cities.

(a) The Authority shall use reasonable diligence to provide Water Transmission Service hereunder and the maintenance of the Project in good condition at all times. If operation of the Project shall be interrupted, or become defective by reason of force majeure the Authority shall not be liable therefor or for damages caused thereby.

(b) The Authority shall diligently enforce and take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and provisions of this Contract. The Authority shall not amend this Contract without first having secured the prior written consent of the Cities, but no amendment of this Contract shall be made except as permitted in the Bond Resolution.

(c) The Authority covenants and agrees that it will operate, maintain and manage the Project or cause the same to be operated, maintained and managed in an efficient and economical manner, consistent with sound municipal utility practice and in accordance with standards normally used by municipal utilities owning like properties.

(d) The provisions of this Contract are covenants of the Cities and the Authority for the benefit and protection of the Authority, the Cities, and the owners and holders of Bonds, it being recognized that the holders of such Bonds shall be third-party beneficiaries of such covenants, and it is understood by the contracting parties that the initial purchaser of any issue of Bonds has and will agree to the purchase of Bonds conditioned upon this covenant. For and in consideration of the payments to be made by the Cities under this Contract, the Authority agrees to use reasonable diligence to provide Water Transmission Service to such Cities under the terms of this Contract, and such payments by the Cities shall be in consideration for the Authority's agreement to provide such Water Transmission Service; but the failure of the Authority to comply with such agreement shall not relieve any City of its obligations under this Contract, which obligations shall be unconditional and absolute.

Section 11: Default.

(a) (1) If a City fails or defaults in meeting the terms, conditions and covenants of this contract (including the failure to make any payment to the Authority hereunder) and such default continues for a period of 15 days, the Authority shall give notice (in the manner contemplated by Section 22 of this Contract) to the Cities. The defaulting City shall from the date of the mailing of such notice, have a period of 30 days to cure the default.

(2) If the City does not cure its default within such period of thirty (30) days, then, so long as such City remains in default, and in addition to any other rights which the Authority has under this Contract and at law and in equity, the Authority may terminate all Water Transmission Service to such City. Additionally, in the event of default in payment, the Authority may charge to and collect from such City each calendar month the amount which the Authority determines to be the difference between what the Authority would have received from such City under this Contract, for Water Transmission Service furnished to such City, had such City not been in default, and the amount, if any, which the Authority receives from sales of such service to the other City, or to others.

(b) If the Authority fails or defaults in meeting the terms, conditions and covenants of this Contract, except its covenant to use reasonable diligence to provide Water Transmission Service contained in Section 10(a), and such default continues for a period of 15 days after a City has given the Authority notice of such default in the manner contemplated in Section 22 of this Contract, then such City shall have all of the rights and remedies provided at law and in equity, except that in no event shall any of the Cities be relieved of its obligation specified herein.

Section 12: Allocation of Defaulting City's Right to Authority's Water Transmission Service. In the event a City is in default under Section 11 hereof, and the City shall not have cured such default as provided in Section 11(a), the Authority may determine to reallocate any portion, or all, of the defaulting City's entitlement to Water Transmission Service hereunder to the extent permitted by law. The non-defaulting City shall have a right of first refusal (exercisable within 30 days from the giving of notice by the Authority) on all or any part of the entitlement of such defaulting City to Water Transmission Service hereunder at a price equal to the lesser of the Transmission Service Charge payable by the defaulting City and the price at which the Water Transmission Service is to be offered to others under the following sentence. The Authority shall have the power to sell, without limitation as to price, to any entity, public or private, any remaining portion of the entitlement to Water Transmission Service hereunder of a City in default under Section 11(a) hereof, to the extent permitted by law

and subject to compliance with the provisions of Section 14 hereof. Each of the Cities hereby assigns its interest in Water Transmission Service to the extent that such assignment is required to effect the reallocation of Water Transmission Service pursuant to this Section. In the event that the defaulting City cures all defaults within six (6) months of the date of notice of default under Section 11(a) hereof, reimburses the non-defaulting City for any payments it made hereunder and pays a penalty equal to one percent per month of its payments in default, such City shall be entitled to resume receiving Water Transmission Service by the Authority. It is not the intent of this Contract to require an assignment or forfeiture of water rights owned by a City.

Section 13: Payment Due Dates and Delinquency.

(a) In the event that a City fails to make any payment at the time herein specified, interest on such delinquent amount shall accrue at the rate of one percent (1%) per month from the date such payment becomes due until paid in full, and the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

(b) All payments required to be made by each City under the terms of this Contract shall be due and payable within fifteen (15) days following the date the Authority renders the bill, and the Cities shall have no right of setoff, recoupment, or counterclaim against any payment which is to be made under this Contract.

Section 14: City Not to Sell Its Water System; and Federal Income Tax Considerations on System and Service Sales. So long as any Bonds are Outstanding, within the meaning of the Bond Resolution, each City covenants that during the term of this Contract (or the extensions thereof) it will not sell or otherwise dispose of its water utility distribution system in whole or substantially as a whole to any entity, public or private. It is additionally the covenant of each City and of the Authority that there shall be no such sale, nor shall there be any assignment or allocation of entitlement to Water Transmission Service, if in either case as a result thereof the exemption of interest on any Bonds from Federal income tax would be adversely affected.

Section 15: Force Majeure.

(a) If for any reason of "force majeure" any of the parties hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, other than the obligation of the Cities to make the payments required under the terms of this Contract, then if such party shall give notice and the full particulars of such reasons in writing to the other party within a

reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders or actions of any kind of the government of the United States or of the State of Colorado or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, or canals or other structures or machinery, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulties, and that the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

(b) No damage shall be recoverable from the Authority or the Cities by reason of the causes above mentioned.

Section 16: Insurance.

(a) The Authority shall maintain, or cause to be maintained in force for the benefit of the Authority, such insurance with respect to the Project as shall be reasonably available and as is usually carried by the municipal water utilities constructing and operating water transmission facilities. Provided, however, in any event the Authority shall maintain, or cause to be maintained, in force, insurance in such amounts and against such risks as required by the Bond Resolution.

(b) The Authority will secure and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for funds of the Authority.

(c) The Authority may establish and create a special fund for the purpose of providing a self-insurance fund. Amounts to be deposited in or credited to such fund in any Contract Year shall be accounted for as Operation and Maintenance Expenses. To the extent that monies are deposited in such fund, if created, such monies may be invested in Investment Securities, as defined in the Bond Resolution. To the extent of the amounts held in such fund, the face amount of appropriate insurance policies may be reduced.

Section 17: Reports. The Authority will prepare and issue to each City the following reports for each Contract Year: (i) financial and operating statements relating to the Project; (ii) status of construction for the Project during construction; and (iii) analysis of operations relating to the Project.

Section 18: Records and Accounts. The Authority will keep accurate records and accounts of the Project and of the transactions relating thereto as well as of the operations of the Authority in accordance with generally accepted accounting principles as applied to governmental units. Within one hundred twenty (120) days after close of each Contract Year, the Authority shall cause such records and accounts and all transactions of the Authority relating to the Project with respect to such Contract Year to be subject to an annual audit by an independent certified public accountant. A copy of each such annual audit shall be sent by the Authority to each City.

Section 19: Access. Each City shall at all times have reasonable access to examine any and all books and records of the Authority and to examine the Project. The Authority and each City will give the other the right to enter the premises of the other at all reasonable times for the purpose of repairing or removing facilities and performing work incidental to delivery and receipt of Water Transmission Service furnished hereunder.

Section 20: Governmental Rates, Regulations and Laws. The Contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Colorado, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them, which rules, regulations and laws shall not impair the obligation of contracts including this Contract.

Section 21: Easements. Each City agrees that the Authority or its agent shall (when permitted by existing easements) have full access to such easements or over any easements, right-of-way or property held by such City if, and to the extent, required by the Authority for any and all purposes required for the Project.

Section 22: Notices. Any notice, request, demand or statement provided for in this Contract shall be in writing and shall be considered to have been duly delivered when sent by registered or certified mail (provided that bills sent hereunder may be sent by first class mail), addressed as follows, unless another address has been designated, in writing, by the party entitled to receive same:

(1) Aurora:

Charles A. Wemlinger
Utilities Director
City of Aurora
1470 South Havana
Aurora, CO 80012

(2) Colorado Springs:

Mr. Edward W. Bailey
Water Division
P. O. Box 1103
Colorado Springs, CO 80947

(3) Aurora - Colorado
Springs Joint Water
Authority:

Phillip Tollefson
Water Division
P.O. Box 1103
Colorado Springs, CO 80947

Section 23: Severability. The parties hereto agree that if any provision, or part of a provision, of this Contract should contravene or be held invalid under the laws of the State of Colorado, such contravention or invalidity shall not invalidate the whole Contract but it shall be construed as though not containing that particular provision, or part thereof, and the rights and obligations of the parties shall be construed and in force accordingly.

Section 24: Contracts to be Separate. This instrument embodies two separate contracts between the Authority and each City. To the extent permitted by law, termination of one Contract shall not affect the other.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in their corporate names and their corporate seals affixed, all by the proper officers duly authorized thereunto, as of the date first hereinabove written, but actual execution having been completed on the ____ day of June, 1983.

Aurora - Colorado Springs Joint
Water Authority

By: _____

Jared E. Winkler
President

(SEAL)

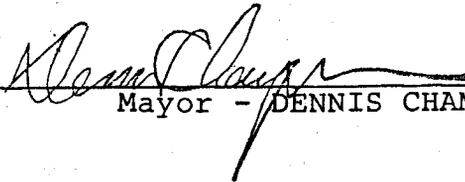
Attest:

By: _____

Phillip H. Tollefson
Secretary

ARCHIVES COPY

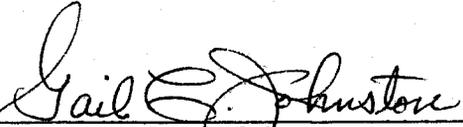
City of Aurora, Colorado

By: 
Mayor - DENNIS CHAMPINE

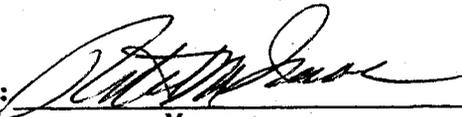
Dated: May 23, 1983

(S E A L)

Attest:

By: 
GAIL C. JOHNSTON
Deputy City Clerk

City of Colorado Springs,
Colorado

By: 
Mayor

Dated:

(S E A L)

Attest:

By: 
Clerk

APPROVED AS TO FORM:



EXHIBIT A

Project Description

The proposed work provides for the acquisition of rights-of-way and the construction of approximately 26,130 linear feet of 66 inch pipeline, 1,760 linear feet of hard rock tunnel, 140 linear feet of liner plate tunnel highway crossing, a pipeline crossing of the Arkansas River, and all appurtenant work. Alternative bids will be accepted for both prestressed concrete cylinder pipe and steel pipe.

The location of the pipeline is central Colorado south of Leadville, Colorado. The pipeline will commence at the Twin Lakes Dam which is located approximately 12 miles south of Leadville adjacent to State Highway 82 and will extend east from the Twin Lakes Dam to the vicinity of U. S. Highway 24, then southeast approximately parallel to U. S. Highway 24 to the connection with the existing Otero Pumping Station intake pipeline.

Completion of the project is expected to result in: (1) reduced pumping head and electrical costs of Otero Pump Station, (2) reduced maintenance costs due to elimination of sand and frazil ice problems, and (3) increased pumping capacity at Otero Pump Station.

The projected source of funds for this project is the sale of an estimated \$15,500,000 of revenue bonds. The uses of these funds are estimated to be as follows:

<u>Item</u>	<u>Amount</u>
Construction and Engineering	\$12,700,000
Capitalized Reserve Fund	1,565,000
Capitalized Interest (6 months)	716,000
Issuance Costs	<u>519,000</u>
TOTAL	\$15,500,000

The dollar amounts stated in this description may be increased or decreased, and the dimensions of the work may be changed, depending upon construction costs and other unanticipated factors; but the basic character and location of the project are fixed.

FIRST REVISED WATER TRANSMISSION SERVICE CONTRACT AMONG AURORA – COLORADO SPRINGS JOINT WATER AUTHORITY AND CITY OF AURORA, COLORADO AND CITY OF COLORADO SPRINGS, COLORADO

This Contract, made and entered into this 3rd day of April, 2014, by and among the Aurora-Colorado Springs Joint Water Authority (the “Authority”), a political subdivision of the State of Colorado, and the City of Aurora, Colorado (“Aurora”), and the City of Colorado Springs, Colorado (“Colorado Springs”), each of which cities is a municipal corporation of the State of Colorado and a home rule city, (such cities being herein collectively called “Cities,” or individually, “City”).

WITNESSETH

WHEREAS, Aurora and Colorado Springs have for many years worked cooperatively in developing water resources through the project commonly known as the Homestake Project and have thereby enjoyed economies of scale in bringing water from western Colorado to the water systems of the two Cities; and

WHEREAS, the two Cities, pursuant to Section 29-1-204.2, Colorado Revised Statutes 1973, and to their enabling ordinances, established the Authority by contract executed May 13, 1983 (the “Establishing Contract”), to effect the development of water resources, systems or facilities in whole or in part for the benefit of the Cities and their inhabitants; and

WHEREAS, the Authority has acquired and constructed the Extension Pipeline Project comprising a pipeline (the “Otero Extension Pipeline”) from the outlet of Twin Lakes Dam to the Otero Pumping Station Intake; and

WHEREAS, each City has need for the water to be transmitted by the Extension Pipeline Project for purposes of providing water for all domestic, municipal, industrial, recreational and other beneficial purposes for each City and the inhabitants thereof and to those persons or entities served by the municipal system of each City; and

WHEREAS, each City desires to receive, and the Authority desires to furnish, water transmission service by means of the Authority’s Extension Pipeline Project on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Authority and each City agree as follows:

Section 1: Term of Contract. The term of this Contract shall be from the Effective Date through December 31, 2019.

Section 2: Definitions. The terms of this section defined for all purposes of this Contract and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

- (a) “Act” shall mean Section 29-1-204.2, Colorado Revised Statutes.
- (b) “Annual Project Budget” shall mean, with respect to a Contract Year, the budget of the Authority prepared in accordance with Section 5 hereof for such Contract Year, or, in the case of an amended or supplemental Annual Project Budget, for the remainder of such Contract Year.
- (c) “Annual Project Costs” shall mean, with respect to a Contract Year, all costs and expenses of the Authority that are paid or incurred during such Contract Year and are allocable to the Extension Pipeline Project, including, but not limited to, the payment of the Operation and Maintenance Expenses of the Extension Pipeline Project, all costs, charges, and expenses of repairs, replacements and modifications of the Extension Pipeline Project (subject to compliance with the Establishing Contract) and the deposit or payment of any and all amounts that the Authority may now or hereafter become obligated to pay from revenues of the Extension Pipeline Project, by law or contract.
- (d) “Authority” shall mean the Aurora-Colorado Springs Joint Water Authority as created and established (pursuant to the Act) by the Establishing Contract executed by and on behalf of each of the Cities.
- (e) “Contract Year” shall mean the fiscal year of the Authority; provided, however, the first Contract Year of the Authority shall begin on the Effective Date and shall end on the last day of the fiscal year of the Authority within which this Contract becomes effective.
- (f) “Effective Date” shall mean the date on which all the Parties have approved and executed this Agreement.
- (g) “Extension Pipeline Project” shall mean the Otero Extension Pipeline constructed by the Authority, which is more particularly described and located as set forth in Exhibit A.
- (h) “Operation and Maintenance Expenses” shall mean all expenses incurred in the operation and maintenance of the Extension Pipeline Project and normally recurring expenses incurred by the Authority in the conduct of its activities that are properly allocable to the Extension Pipeline Project under generally accepted accounting principles as applied to governmental units.

(i) "Participation" shall mean for each of the Cities the following proportions:

Aurora: One-Half (1/2)

Colorado Springs: One-Half (1/2)

(j) "Transmission Service Charge" shall be the charge by the Authority for Water Transmission Service through the Extension Pipeline Project, which charge shall be calculated as provided in Section 6 hereof.

(k) "Water Transmission Service" and words of similar import shall mean the Authority's transmission of water through the Extension Pipeline Project, and its maintenance of the Extension Pipeline Project at all times in good and workable condition and available for such transmission. The Parties agree that such transmission and maintenance may in the discretion of the Authority be performed by parties that include, *inter alia*, employees of the Cities and employees of the cooperative project commonly known as the Homestake Project.

Section 3: Delivery of Water to the Extension Pipeline Project. Each City agrees that it, and not the Authority, shall be responsible for delivery to the Project of all water to be transmitted through the Extension Pipeline Project.

Section 4: Water Transmission. The Authority agrees to furnish Water Transmission Service to each City, and each City agrees to pay, in accordance with its Participation share, for such service.

Section 5: Annual Project Budget.

(a) The Authority shall prepare or cause to be prepared an Annual Budget, which shall itemize estimates of Annual Project Costs and all revenues, income or other funds to be applied to such Annual Project Costs for and applicable to such Contract Year. The Authority and each City shall prepare such Annual Budget in a timely fashion that will allow the Cities and the Authority to comply with applicable budget laws.

(b) The Authority, prior to the beginning of such Contract Year, shall adopt an Annual Project Budget for such Contract Year and the Transmission Service Charge for such Contract Year and shall cause copies of such Annual Project Budget and Transmission Service Charge to be promptly delivered to the Cities.

(c) If, at any time or from time to time after the adoption of the Annual Project Budget in accordance with Paragraph (b) of this Section 5, the Authority estimates that the actual Annual Project Costs or revenues for the Contract Year or any part thereof for which such Annual Project Budget applies will be greater or less than the Annual Project Costs or revenues set forth in the Annual Project Budget, then the Authority may prepare an amended or

supplemental Annual Project Budget. The amended or supplemental Annual Project Budget shall be timely adopted by the Authority and promptly transmitted to the Cities.

(d) In the event a budget for the ensuing Contract Year has not been adopted on or before the first day of the Contract Year, ninety percent (90%) of the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary budget for such purposes for the ensuing Contract Year. Such temporary budget shall be effective only until such time as a permanent budget has been finally adopted and approved. The President of the Authority shall be responsible for the allocation for expenditure of the total amount of the temporary budget until a permanent budget is adopted and approved.

Section 6: Transmission Service Charge.

(a) The Transmission Service Charge of the Authority to the Cities pursuant to Section 4 hereof shall be adequate (after taking into consideration other moneys received or anticipated to be received) in each Contract Year to pay or make provision for paying all Annual Project Costs.

Section 7: Billing. The Authority shall bill each City for its share, based on its Participation, of the Transmission Service Charges on or before the 25th day of each month. Payment shall be due within 30 days of billing.

Section 8: Payments to Constitute Operation Expenses of City System. Each City's obligation to make payment under this Contract shall constitute, and shall be treated for all purposes by each City, as (to the extent permitted by law and by its contractual obligations to holders of its bonds and other obligations) an operating expense of its municipal system and prior to its obligation to make payments for any bonds or other obligations issued by the City and payable from revenues of its municipal system. The obligation of each City to make payments hereunder shall be limited to revenues derived from such City's operation of its municipal system, but it may make payment from any revenues legally available to the City's municipal system. The term "municipal system" as used in this Contract means, as applied to Aurora, its Utilities Enterprise water system and, as applied to Colorado Springs, its combined Utilities Enterprise for water, sewer, electricity and gas.

Section 9: City Rate Covenant. Each City shall establish, maintain and collect reasonable rates and charges for the water service of its municipal system, which shall produce revenues at least sufficient, together with other revenues legally available to such City's municipal system, to enable it to pay the Authority, when due, all amounts payable by such City under this Contract.

Section 10: Covenants of the Authority and the Cities.

(a) The Authority shall use reasonable diligence to provide Water Transmission Service hereunder and maintain the Extension Pipeline Project in good condition at all times. If operation of the Extension Pipeline Project shall be interrupted, or become defective by reason of force majeure the Authority shall not be liable therefor or for damages caused thereby.

(b) The Authority shall diligently enforce and take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and provisions of this Contract.

(c) The Authority covenants and agrees that it will operate, maintain, and manage the Extension Pipeline Project or cause the same to be operated, maintained, and managed in an efficient and economical manner, consistent with sound municipal utility practice and in accordance with standards normally used by municipal utilities owning like properties.

(d) The provisions of this Contract are covenants of the Cities and the Authority for the benefit and protection of the Authority and the Cities. For and in consideration of the payments to be made by the Cities under this Contract, the Authority agrees to use reasonable diligence to provide Water Transmission Service to such Cities under the terms of this Contract, and such payments by the Cities shall be in consideration for the Authority's agreement to provide such Water Transmission Service.

Section 11: Default.

If a Party fails or defaults in meeting the terms, conditions and covenants of this contract (including the failure to make any payment due hereunder) and such default continues for a period of 15 days, the non-defaulting party shall give notice (in the manner contemplated by Section 19 of this Contract) to the defaulting party. The defaulting party shall from the date of the mailing of such notice, have a period of 30 days to cure the default. Thereafter, the non-defaulting party shall have all rights and remedies available at law or in equity.

Section 12: Force Majeure.

(a) If for any reason of "force majeure" any of the parties hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, other than the obligation of the Cities to make the payments required under the terms of this Contract, then if such party shall give notice and the full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial

disturbances, acts of the public enemy, orders or actions of any kind of the government of the United States or of the State of Colorado or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints or government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, or canals or other structures or machinery, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulties, and that the above requirement that any “force majeure” shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

(b) No damage shall be recoverable from the Authority or the Cities by reason of the causes above mentioned.

Section 13: Insurance.

(a) The Authority shall maintain, or cause to be maintained in force for the benefit of the Authority, such insurance with respect to the Extension Pipeline Project as shall be reasonably available and as is usually carried by the municipal water utilities constructing and operating water transmission facilities.

Section 14: Reports. The Authority will prepare and issue to each City the following reports for each Contract Year: (i) financial and operating statements relating to the Extension Pipeline Project; (ii) status of any construction or maintenance related to the Extension Pipeline Project during construction; and (iii) analysis of operations relating to the Extension Pipeline Project.

Section 15: Records and Accounts. The Authority will keep accurate records and accounts of the Extension Pipeline Project and of the transactions relating thereto as well as of the operations of the Authority in accordance with generally accepted accounting principles as applied to governmental units. Within one hundred twenty (120) days after close of each Contract Year, the Authority shall cause such records and accounts and all transactions of the Authority relating to the Extension Pipeline Project with respect to such Contract Year to be subject to an annual audit by an independent certified public accountant. A copy of each such annual audit shall be sent by the Authority to each City.

Section 16: Access. Each City shall at all times have reasonable access to examine any and all books and records of the Authority and to examine the Extension Pipeline Project. The Authority and each City will give the other the right to enter the premises of the other at all reasonable times for the purpose of repairing or removing facilities and performing work incidental to delivery and receipt of Water Transmission Service furnished hereunder.

Section 17: Governmental Rates, Regulations and Laws. The Contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Colorado, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them, which rules, regulations and laws shall not impair the obligations of contracts including this Contract.

Section 18: Easements. Each City agrees that the Authority or its agent shall (when permitted by existing easements) have full access to such easements or over any easements, right-of-way or property held by such City if, and to the extent, required by the Authority for any and all purposes required for the Extension Pipeline Project.

Section 19: Notices. Any notice, request, demand or statement provided for in this Contract shall be in writing and shall be considered to have been duly delivered when sent by registered or certified mail (provided that bills sent hereunder may be sent by first class mail), addresses as follows, unless another address has been designated, in writing, by the party entitled to receive same:

(1) Aurora: Director – Aurora Water
City of Aurora
15151 E. Alameda Pkwy, Suite 3600
Aurora, CO 80012

With a copy to: Aurora City Attorney
15151 E. Alameda Pkwy, Suite 5300
Aurora, CO 80012

(2) Colorado Springs: Chief Water Services Officer
Water Division
P.O. Box 1103, M/C 950
Colorado Springs, CO 80947

With a copy to: Colorado Springs City Attorney
P.O. Box 1575, M/C 510
Colorado Springs, CO 80901

(3) Aurora-Colorado Springs Joint Water Authority: President
Aurora-Colorado Springs Joint Water Authority
P.O. Box 1103
Colorado Springs, CO 80947

Section 20: Severability. The parties hereto agree that if any provision, or part of a provision, of this Contract should contravene or be held invalid under the laws of the State of

Colorado, such contravention or invalidity shall not invalidate the whole Contract but it shall be construed as though not containing that particular provision, or part thereof, and the rights and obligations of the parties shall be construed and in force accordingly.

Section 21: Contracts to be Separate. This instrument embodies two separate contracts between the Authority and each City. To the extent permitted by law, termination of one Contract shall not affect the other.

Section 22: Counterpart Execution. This Contract may be executed in counterparts.

Section 23: Effect of Contract. This First Revised Water Transmission Service Contract is intended to and shall supersede and replace in full the Water Transmission Service Contract among the Parties entered into as of June 1, 1983.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in their corporate names and their corporate seals affixed, all by the proper officers duly authorized thereunto.

Aurora-Colorado Springs Joint Water Authority

By: Tyler Allison 4-3-2014
Tyler Allison, President

Attest:

By: Brett Gracely
Brett Gracely, Secretary

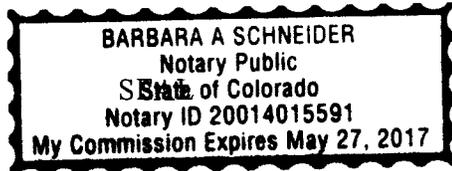
STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 3RD day of APRIL, 2014 by Tyler Allison, President on behalf of the Aurora-Colorado Springs Joint Water Authority.

Witness my hand and official seal

Barbara A. Schneider
Notary Public

My Commission Expires: MAY 27, 2017



CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Stephen D. Hogan
Stephen D. Hogan, Mayor

3/7/14
Date

ATTEST:

Janice Napper
Janice Napper, City Clerk

3/7/14
Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney
Christine McKenney, Assistant City Attorney

3/27/2014 14037023
Date ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of March, 2014,
by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora,
Colorado.

Witness my hand and official seal: Jean M Russell
Notary Public

My commission expires: 04/20/2016

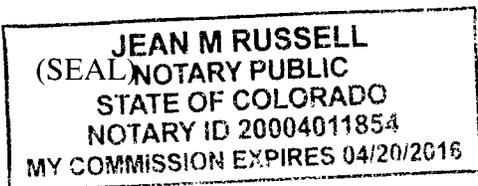


EXHIBIT A

Aurora-Colorado Springs Joint Water Authority Extension Pipeline Project Description

The Extension Pipeline Project consists of the Otero Extension Pipeline, located in central Colorado south of Leadville, Colorado. The Otero Extension Pipeline commences at the outlet of Twin Lakes Dam, approximately 12 miles south of Leadville adjacent to State Highway 82, and extends east from the Twin Lakes Dam to the vicinity of U.S. Highway 24, then southeast approximately parallel to U.S. Highway 24 to a connection with the Otero Pumping Station Intake Pipeline constructed and operated by the Cities of Aurora and Colorado Springs.

Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

11. Joint Water Authority Second Amendment to a Water Transmission Agreement

Summary of Issue and Discussion: A. Davis gave an overview of the agreement.

Outcome: The Committee supports the Joint Water Authority Second Amendment to a Water
Transmission Agreement.

Follow-Up Action: Forward to Regular Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Colfax Sable Metropolitan District Board of Director Appointment
Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney II
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- A Resolution of the City Council of the City of Aurora, Colorado Appointing Directors to the Board of Directors of the Colfax Sable Metropolitan District.
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney II

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 10/25/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 Colfax Sable Metropolitan District was approved by City Council in 2017. It serves the Citadel on Colfax project and is located approximately southeast of E. Colfax Avenue and Interstate 225.

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

Colfax Sable Metropolitan District is requesting City Council appoint two individuals to the Board of Directors. The Board is currently vacant upon the passing of the sole Board Member. Per State Statute, City Council is able to appoint directors to fill vacancies on the Board of Directors in order to allow the District to continue to operate and take formal actions as needed.

QUESTIONS FOR COUNCIL

Does Council wish to move this item to the November 14, 2022 Regular Meeting?

LEGAL COMMENTS

The City Council, as governing body of the city, may appoint directors to a metropolitan district when there are no duly elected directors, and when the failure to appoint a new board may result in the interruption of services that are being provided by the district. (Colo. Rev. Stat. §32-1-905(2.5)) (Rulla)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Appointment of the Board will allow the District to continue to operate and perform its required functions.



NICOLE PEYKOV
DIRECT DIAL: (303) 839-3715
npeykov@spencerfane.com

File No. 5028760.0014

October 17, 2022

VIA E-MAIL

Cesarina Dancy
Senior Development Project Manager
Office of Development Assistance | City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Re: Colfax Sable Metropolitan District– Board of Director Vacancy

Dear Ms. Dancy:

This office represents the Colfax Sable Metropolitan District (the “District”), which is located in the City of Aurora, Colorado. The District was formed concurrently with the Citadel on Colfax Business Improvement District (the “BID”). The BID facilitates the commercial development and the District facilitates the residential development for the project. The District’s Board of Directors is vacant upon the passing of the sole board member.

The purpose of this letter is to request the Aurora City Council to appoint two individuals to serve on the District’s Board of Directors (the “Board”) to allow the District to continue its functions. Pursuant to Section 32-1-905(2.5), C.R.S., of the Special District Act, the City Council has the authority to appoint duly qualified, willing candidates to the Board of Directors in the event there are no duly elected directors. Without a Board of Directors, the District will be unable to adopt a budget, certify a mill levy, and effectively continue serving the property within and without its boundaries as intended. Therefore, we request that the Aurora City Council appoint Alan Westfall and Jason Marcotte, both duly qualified electors, to serve on the Board. In compliance with Section 32-1-905(2.5), the District will hold a special election within six months after their appointment to elect members to the Board.

Therefore, we request that the City Council consider the appointment of Alan Westfall and Jason Marcotte to the District’s Board of Directors as soon as possible to allow the District to adopt a budget for the next year and to continue its operations. Please contact our office if you have any questions or concerns. Thank you.

Sincerely,

/s/ Nicole Peykov
Nicole Peykov

RESOLUTION NO. R2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE COLFAX SABLE
METROPOLITAN DISTRICT

WHEREAS, The Colfax Sable Metropolitan District (the “District”) is a special district located wholly within the City of Aurora, Colorado (the “City”) operating under a Model Service Plan approved by the City Council of the City (the “City Council”) on July 24, 2017 by Resolution R2017-50 (the “Service Plan”); and

WHEREAS, the board of directors for the District is entirely vacant, and the District is unable to take any formal action; and

WHEREAS, the City Council is authorized to appoint directors to a special district’s board of directors if the special district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S.; and

WHEREAS, the City Council has received requests for appointment to the District’s board of directors from qualified individuals who are eligible electors within the District; namely Alan Westfall and Jason Marcotte (the “Proposed Directors”); and

WHEREAS, the City Council finds that appointment of the Proposed Directors will facilitate the District’s compliance with local government laws and allow the District to resume services as contemplated by the District’s Service Plan.

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

Section 1. In accordance with § 32-1-905(2.5), C.R.S., the following individuals are appointed to serve on the board of directors of the District for the terms specified:

Alan Westfall	Appointed to fill vacancy and to serve until the next special district regular election on May 2, 2023.
---------------	---

Jason Marcotte	Appointed to fill vacancy and to serve until the next special district regular election on May 2, 2023.
----------------	---

Section 2. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: The Point Metropolitan District Director Disqualification and Appointment (Resolution)
Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney II
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

A Resolution of the City Council of the City of Aurora, Colorado Appointing Directors to the Board of Directors of The Point Metropolitan District
Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney II

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 10/25/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 Service Plan for The Point Metropolitan District was approved August 22, 2016. The Point Metropolitan District serves The Point redevelopment project at Nine Mile Station, generally located at the northeast corner of Peoria Street and Parker Road.

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

The Point Metropolitan District Board of Directors were inadvertently disqualified due to a property conveyance in 2019. Per State Statute, City Council is able to appoint directors to fill vacancies on the Board of Directors in order to allow the District to continue to operate and take formal actions as needed. The four qualified electors are the same individuals that were on the Board prior to the property conveyance.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the November 14, 2022 Regular Meeting?

LEGAL COMMENTS

The City Council, as governing body of the city, may appoint directors to a metropolitan district when there are no duly elected directors, and when the failure to appoint a new board may result in the interruption of services that are being provided by the district. (Colo. Rev. Stat. §32-1-905(2.5)). (Nulla)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Appointment of the Board will allow the District to continue to operate and perform its required functions.



ICENOGLE SEAVER POGUE

September 9, 2022

VIA ELECTRONIC MAIL

City Council, City of Aurora
c/o Brian Rulla, Assistant City Attorney
15151 E. Alameda Parkway
Aurora, CO 80012
brulla@auroragov.org

Re: The Point Metropolitan District – Appointment of Directors

City of Aurora City Council Members:

Our firm represents The Point Metropolitan District, City of Aurora, Arapahoe County, Colorado (the “District”), a Colorado special district within the City of Aurora (the “City”) generally located northeast of the intersection of Peoria Street and Parker Road. For ease of reference, a map of the District’s boundaries is enclosed herewith.

As outlined in the District’s Model Service Plan, approved by the City on August 22, 2016 (the “Service Plan”), the purpose of the District is to provide for the planning, design, construction, and financing of public improvements. In furtherance of that purpose, the District has undertaken construction of public improvements to serve the District, its taxpayers, and the general public, including, but not limited to, overlot grading and erosion control, retaining wall improvements, sanitary sewer improvements including storm sewer improvements and a storm detention vault, water improvements, street improvements, traffic and safety improvements, and landscaping and irrigation improvements in Phases 1 and 2 of The Point Redevelopment Project at Nine Mile Station.

In order to serve on the District’s Board of Directors, each member of the Board must be an eligible elector of the District by either (1) residing within the District, (2) owning (or having a spouse who owns) taxable property within the District, or (3) being obligated to pay taxes under a contract to purchase taxable property within the District. All property within the boundaries of the District is commercial in nature, and no residents currently (or are intended to in the future) live within the District’s boundaries. Therefore, in order to qualify individuals to serve on the District’s Board of Directors, the members of the District’s Board entered into Contracts to Purchase Taxable Property within the District from MHK Nine Mile, LLC (the “Purchase Contracts”).

In the normal course of the redevelopment and in undertaking the project, MHK Nine Mile, LLC, the master developer, conveyed property it owned in The Point at Nine Mile Station Subdivision Filing No. 1, north of E. Dartmouth Ave., to one of its affiliate entities—The Point North Retail, LLC. The property conveyed to The Point North Retail, LLC included the property that was the subject of the Purchase Contracts. When that property was conveyed, the

Shannon Smith Johnson | SJohnson@isp-law.com | Direct 303.867.3012

4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com



ICENOGLE SEAVER POGUE

Purchase Contracts terminated, and all members of the District's Board were inadvertently disqualified as eligible electors. The District's Board is, therefore, entirely vacant, and the District is unable to take any formal action. In light of the foregoing, on behalf of the District, we request the City Council appoint directors to fill vacancies on the Board of Directors of the District pursuant to § 32-1-905(2.5), C.R.S.

In accordance with § 32-1-808(2)(a)(I), C.R.S., a notice of vacancies on the Board of Directors of the District was published in the *Sentinel* on July 7, 2022 as evidenced by the affidavit of publication enclosed herewith. Within ten days of the date of publication, which date was July 17, 2022, no otherwise qualified eligible elector had filed a letter of interest in filling the vacancies on the Board of Directors of the District. As such, in accordance with § 32-1-808(2), C.R.S., The Point North Retail, LLC entered into new Purchase Contracts with Carl N. Koelbel, Thomas E. Whyte, George L. Thorn, and Keith L. Neale for the purpose of qualifying those individuals as eligible electors of the District.

The pool of duly qualified, willing candidates to serve on the Board of Directors of the District as of the date hereof is comprised of Carl N. Koelbel, Thomas E. Whyte, George L. Thorn, and Keith L. Neale, and we hereby request their appointment to fill four of the five vacancies on the Board of Directors of the District pursuant to § 32-1-905(2.5), C.R.S. Following such appointment, the District will call for nominations to fill those Board seats at its regular special district election to be held in May 2023 in accordance with § 32-1-905(2.5), C.R.S.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Shannon Smith Johnson

/ssj

Enclosures

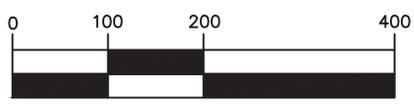
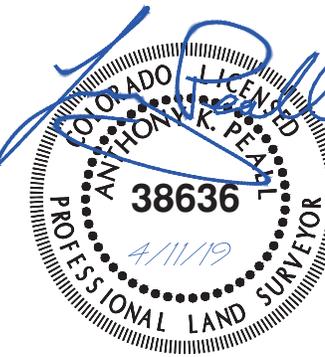
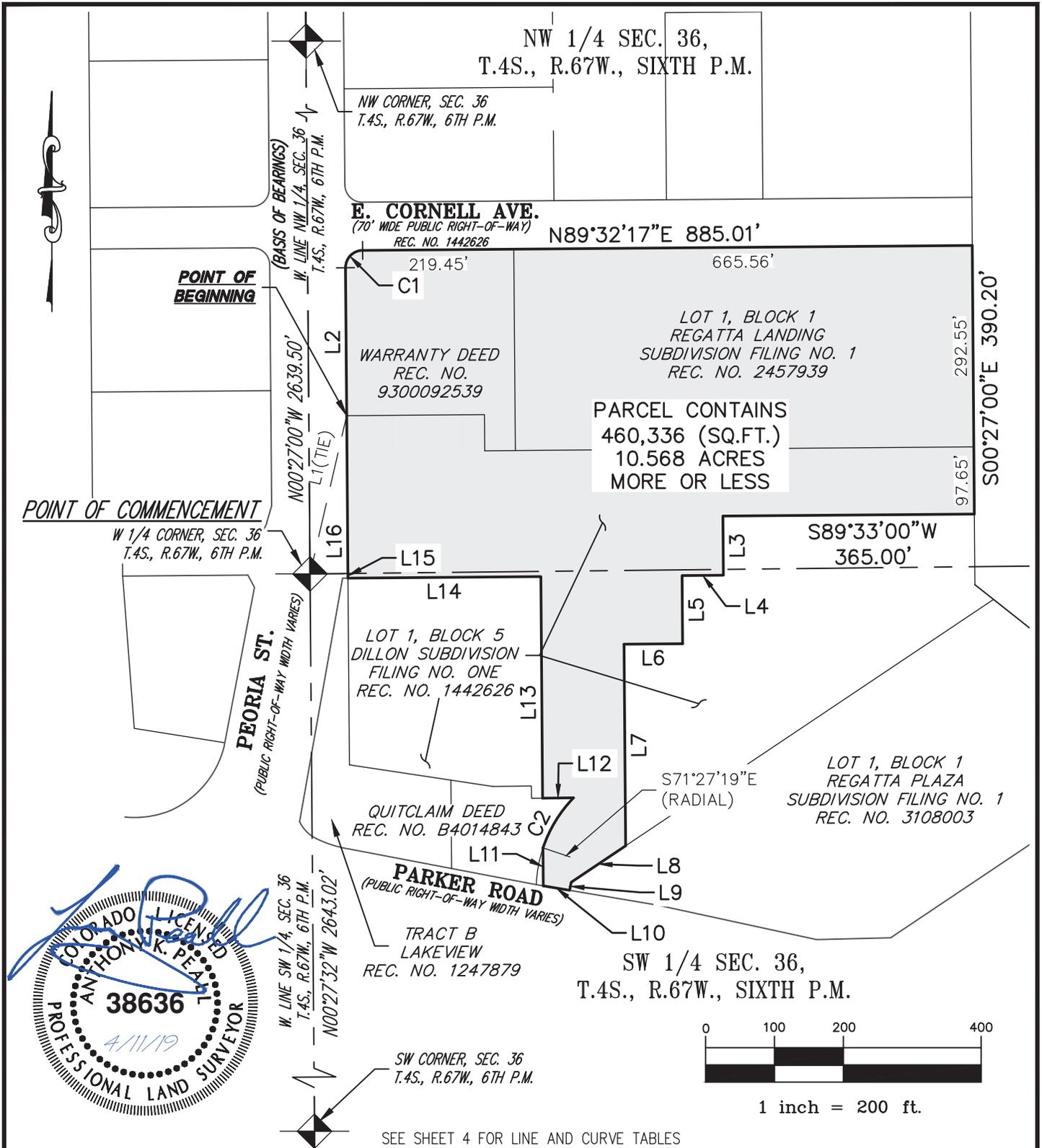
Cc: Cesarina Dancy, Senior Development Project Manager, via e-mail
Michelle Gardner, Sr. Assistant City Attorney, via e-mail

Shannon Smith Johnson | SJohnson@isp-law.com | Direct 303.867.3012

4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com

District Boundary Map

ILLUSTRATION TO EXHIBIT A



1 inch = 200 ft.

SEE SHEET 4 FOR LINE AND CURVE TABLES

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
 DWG NAME: FUTURE INCLUSION AREA.DWG
 DWG: DLL CHK: TP
 DATE: 2019-04-09
 SCALE: 1" = 200'

AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

Q:\48115-40\DWG\FUTURE INCLUSION AREA

THE POINT METROPOLITAN DISTRICT
 LOT 1 BLOCK 1 & LOT 1 BLOCK 5
 AURORA, COLORADO

JOB NUMBER 48115-40 3 OF 4 SHEETS

Affidavit of Publication

SENTINEL PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF ARAPAHOE }ss.

I DAVID PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the Counties of Arapahoe, Adams, and Denver; State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said Counties of Arapahoe, Adams and Denver for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period 1 of consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated July 7 A.D. 2022 and that the last publication of said notice was in the issue of said newspaper dated July 7 A.D. 2022.

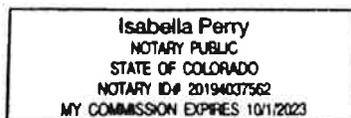
I witness whereof I have hereunto set my hand this 7th day of July A.D. 2022.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 7th day of July A.D. 2022.



Notary Public



NOTICE OF VACANCIES ON THE BOARD OF DIRECTORS OF THE POINT METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN, pursuant to Section 32-1-808, C.R.S., that one or more vacancies exist on the Board of Directors of The Point Metropolitan District, City of Aurora, County of Arapahoe, State of Colorado. Qualified eligible electors of The Point Metropolitan District who wish to be considered to fill a vacancy must file a letter of interest within ten days of the date of publication of this notice. A letter of interest may be filed on or before July 17, 2022 with The Point Metropolitan District c/o Icenogle Seaver Pogue, P.C., 4725 South Monaco Street, Suite 360, Denver, Colorado 80237.

THE POINT METROPOLITAN DISTRICT
By: /s/ Icenogle Seaver Pogue
A Professional Corporation

Publication: July 7, 2022
Sentinel

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE POINT
METROPOLITAN DISTRICT

WHEREAS, The Point Metropolitan District (“District”) is a special district located wholly within the City of Aurora, Colorado (“City”) operating under a Model Service Plan approved by the City Council of the City (the “City Council”) on August 22, 2016 by Resolution R2016-64 (the “Service Plan”); and

WHEREAS, the board of directors for the District is entirely vacant, and the District is unable to take any formal action; and

WHEREAS, the City Council is authorized to appoint directors to a special district’s board of directors if the special district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S.; and

WHEREAS, the City Council has received requests for appointment to the District’s board of directors from qualified individuals who are eligible electors within the District; namely Carl N. Koelbel, Thomas E. Whyte, George L. Thorn, and Keith L. Neale (“Proposed Directors”); and

WHEREAS, the City Council finds that appointment of the Proposed Directors will facilitate the District’s compliance with local government laws and allow the District to resume services as contemplated by the District’s Service Plan.

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

Section 1. In accordance with § 32-1-905(2.5), C.R.S., the following individuals are appointed to serve on the board of directors of the District for the terms specified:

- | | |
|-----------------|---|
| Carl N. Koelbel | Appointed to fill vacancy and to serve until the next special district regular election on May 2, 2023. |
| Thomas E. Whyte | Appointed to fill vacancy and to serve until the next special district regular election on May 2, 2023. |
| George L. Thorn | Appointed to fill vacancy and to serve until the next special district regular election on May 2, 2023. |
| Keith L. Neale | Appointed to fill vacancy and to serve until the next special district regular election on May 2, 2023. |

Section 2. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Windler Business Improvement District No. 1 Board of Directors Appointments (Resolution)
Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A Resolution of the City Council of the City of Aurora, Colorado, Appointing a Member of the Board of Directors of the Windler Business Improvement District No 1.
Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Hanosky Hernandez, Senior Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 10/25/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 Windler Business Improvement District (BID) No.1 was approved in 2021. This BID serves the Windler Development located generally southwest of Harvest Road and 56th Avenue, on both sides of E-470.

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

Per State Statute, City Council is able to appoint directors to fill vacancies on the Board of Directors in order to allow the BID to continue to operate and take formal action as needed. The BID is requesting the appointment of two individuals to the Board of Directors.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the November 14, 2022 Regular Meeting?

LEGAL COMMENTS

Section 4 of Ordinance Nos. 2021-32 and 2021-33 for organizing the Windler Business Improvement District Nos. 1 and 2 provide that within 30 days following the date on which a vacancy on the Board of Directors occurs, a successor shall be appointed by resolution of the City Council. (Rulla)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Appointments to the Board will allow the District to continue to operate and perform its required functions.

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS
OF THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO 1

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2021-32 (the “Organizing Ordinance”) organizing the Windler Business Improvement District No 1 (the “District”); and

WHEREAS, there is currently a vacancy on the Board of Directors of the District (the “Board”); and

WHEREAS, Section 4 of the Organizing Ordinance provides that within thirty (30) days following the date on which a vacancy on the Board occurs, a successor shall be appointed by resolution of the Council; and

WHEREAS, the District has recommended that Mr. Kevin Collins and Mr. Douglas Hatfield fill the existing vacancies; and

WHEREAS, Mr. Kevin Collins and Mr. Douglas Hatfield are electors of the District, as defined by Section 31-25-1203(4)(a), C.R.S., and are therefore qualified for membership on the Board.

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

Section 1. Mr. Kevin Collins and Mr. Douglas Hatfield are hereby appointed to fill the existing vacancies on the Board of Directors of the Windler Business Improvement District No 1.

Section 2. The City Clerk is hereby directed to cause an executed copy of this Resolution to be provided to the District.

Section 3. Within thirty (30) days of the effective date of this Resolution, Mr. Kevin Collins and Mr. Douglas Hatfield shall appear before an officer authorized to administer oaths and take an oath to faithfully perform the duties of his office as required by law and to support the United States Constitution, the Colorado Constitution, and all laws made pursuant thereto.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN RUELA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Windler Business Improvement District No. 2 Board of Directors Appointments (Resolution)
Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A Resolution of the City Council of the City of Aurora, Colorado, Appointing a Member of the Board of Directors of the Windler Business Improvement District No. 2
Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 10/25/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 Windler Business Improvement District (BID) No.2 was approved in 2021. This BID serves the Windler Development located generally southwest of Harvest Road and 56th Avenue, on both sides of E-470.

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

Per State Statute, City Council is able to appoint directors to fill vacancies on the Board of Directors in order to allow the BID to continue to operate and take formal action as needed. The BID is requesting the appointment of two individuals to the Board of Directors.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the November 14, 2022 Regular Meeting?

LEGAL COMMENTS

Section 4 of Ordinance Nos. 2021-32 and 2021-33 for organizing the Windler Business Improvement District Nos. 1 and 2 provide that within 30 days following the date on which a vacancy on the Board of Directors occurs, a successor shall be appointed by resolution of the City Council. (Rulla)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Appointments to the Board will allow the District to continue to operate and perform its required functions.

RESOLUTION NO. R2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS
OF THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO 2

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2021-33 (the “Organizing Ordinance”) organizing the Windler Business Improvement District No 2 (the “District”); and

WHEREAS, there is currently a vacancy on the Board of Directors of the District (the “Board”); and

WHEREAS, Section 4 of the Organizing Ordinance provides that within thirty (30) days following the date on which a vacancy on the Board occurs, a successor shall be appointed by resolution of the Council; and

WHEREAS, the District has recommended that Mr. Kevin Collins and Mr. Douglas Hatfield fill the existing vacancies; and

WHEREAS, Mr. Kevin Collins and Mr. Douglas Hatfield are electors of the District, as defined by Section 31-25-1203(4)(a), C.R.S., and are therefore qualified for membership on the Board.

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

Section 1. Mr. Kevin Collins and Mr. Douglas Hatfield are hereby appointed to fill the existing vacancies on the Board of Directors of the Windler Business Improvement District No 2.

Section 2. The City Clerk is hereby directed to cause an executed copy of this Resolution to be provided to the District.

Section 3. Within thirty (30) days of the effective date of this Resolution, Mr. Kevin Collins and Mr. Douglas Hatfield shall appear before an officer authorized to administer oaths and take an oath to faithfully perform the duties of his office as required by law and to support the United States Constitution, the Colorado Constitution, and all laws made pursuant thereto.

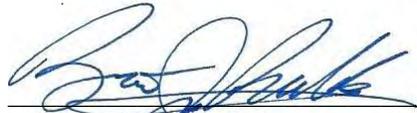
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Cherry Creek School District and Aurora Police Department Intergovernmental Agreement (Resolution)
Item Initiator: Danelle Carrel, Administrative Supervisor
Staff Source/Legal Source: Daniel J. Oates, Interim Chief of Police / 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: 11/7/2022

Regular Meeting: 11/28/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Daniel J. Oates, Interim Chief of Police / Megan Platt, Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

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.)*

Approved by Public Safety Chair CM Zvonek and DCM Batchelor to move forward to study session without committee consideration.

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

Updated IGA with CCSD to outline responsibilities and expectations for SROs working in CCSD.

QUESTIONS FOR COUNCIL

Does Council approve the agreement to move forward to regular meeting?

LEGAL COMMENTS

Section 10-12 of the City Charter authorizes the City Council, 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. (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

RESOLUTION NO. R 2022 – ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHERRY
CREEK SCHOOL DISTRICT AND THE CITY OF AURORA REGARDING SCHOOL
RESOURCE OFFICERS

WHEREAS, the City and Cherry Creek School District (CCSD) desire provide SROs in Smoky Hill High School, Cherokee Trail High School, Grandview High School, Overland High School, and to have SRO resources available in Cherry Creek middle and elementary schools to enhance the safety and security of schools in accordance with the terms and conditions of the intergovernmental agreement; and

WHEREAS, the purpose of placing SRO's at schools is the reduction and prevention of school related violence and crimes committed by juveniles and young adults by creating and maintain safe, secure, and orderly learning environments for students, teachers, and staff through the assignment of sworn Law Enforcement Officers training in school-based policing and crisis response to work with the school using community-oriented policing concepts ("SRO program"); and

WHEREAS, CCSD and City, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, et seq., C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City Council, 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.

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

Section 1. The Intergovernmental Agreement between Cherry Creek School District and the City of Aurora, Colorado regarding safety and security services is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Megan Platt RLA

MEGAN PLATT, Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

**CHERRY CREEK SCHOOL DISTRICT NO. 5
AND
AURORA POLICE DEPARTMENT**

This Intergovernmental Agreement (“Agreement”) is made and entered into this 12th day of October, 2022, by and between, CHERRY CREEK SCHOOL DISTRICT NO. 5 hereinafter referred to as “School District” and the AURORA POLICE DEPARTMENT, hereinafter referred to as the “AURORA POLICE DEPARTMENT” or “Police Department” (jointly referred to as the “Parties”)

RECITALS

WHEREAS, the Parties desire to place School Resource Officers (“SROs”) at Smoky Hill High School, Cherokee Trail High School, Grandview High School, and Overland High School and to provide as-needed support to Cherry Creek middle and elementary schools; and

WHEREAS, the purpose of placing SROs at schools is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults by creating and maintaining safe, secure, and orderly learning environments for students, teachers, and staff through the assignment of sworn Law Enforcement Officers trained in school-based policing and crisis response to work with the school using community-oriented policing concepts (“SRO Program”); and

WHEREAS, the parties acknowledge that in order for the SRO Program to be successful, the law enforcement agency and School District administration must understand and fully support the SRO Program and foster effective communication between all involved employees, the principal of each individual school in Aurora, and other key staff members of each organization.

WHEREAS, the parties desire to formalize the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults; and

WHEREAS, the parties wish to delineate the responsibilities and procedures of the SRO Program as a joint cooperative effort between the School District and the Aurora Police Department.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree to as follows:

1. Responsibility of AURORA POLICE DEPARTMENT.

A. The Police Department agrees to assign eight (8) officers as SROs to serve on a full-time, school-year-round basis (typically 175 calendar days) to Smoky Hill High School, Cherokee Trail High School, Grandview High School, and Overland High School and to provide as-needed support to Cherry Creek middle and elementary schools.

B. The selection of SROs will be made based upon a process agreed upon by the Parties. The School District may appoint a representative or representatives to participate in the interviews and selection of qualified candidates, but the ultimate selection for SRO positions is at the sole discretion of APD. In order to be qualified, the Parties agree that candidates should have at least three (2) years of law enforcement experience, a willingness to engage with youth, and excellent verbal and written communication skills.

C. The SROs will at all times be employees of the Police Department and under its supervision. The SROs assigned to School District schools will not be employed by the School District in any capacity. Specific duties will be determined by the Police Department in collaboration with the School District, but SRO coverage will typically consist of the 175 school day schedule Monday through Friday, provided that the School District recognizes that there may be emergency events and mandatory court appearances requiring an SRO to be away from the building from time to time. An SRO will not be assigned to specific locations or duties on a daily basis, but will be available to assist teachers, administrators, and students when requested consistent and applicable with their roles. The expectations of the SRO's daily duties will be developed and managed by the Aurora Police Department and agreed upon by the School District.

Both parties agree to work cooperatively to address any performance concerns or conflicts involving an assigned SRO.

D. The general duties, roles, and responsibilities of the SROs shall include law, traffic, and parking enforcement; investigative follow-up; and community problem solving. When an SRO initiates a law enforcement investigation of a student or a search on School District property, the SRO is responsible for notifying the principal/designee in a reasonable time frame. The SRO is also responsible for notifying the parent(s) if a student is identified as a suspect and will be interviewed as part of a criminal investigation. The school administrator and/or School District shall be responsible for any other notifications to the parent(s). The school administrator can facilitate staff cooperation with law enforcement investigations or actions related to crime or criminal activity on any campus; provided however, that law enforcement ultimately remains

responsible for conducting any such investigation or action. Both Parties recognize that according to federal law, the responsibility and decision to arrest lies solely with the SRO, respective to state law, local ordinances, and the SRO's departmental standard operating procedures or standing orders. The SRO's continual collaboration with school personnel and his or her understanding of each student's needs may impact the decision to arrest but the responsibility is that of the SRO alone.

E. SROs requiring school records as part of an investigation will complete a records request form (this requirement includes requests for files of video or audio recordings from the School District's security systems). If the requested school records constitute a student record under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, the record must meet one of the requirements listed below before it may be released. Any records obtained from the School District system or records shall only be used for active investigations by the Police Department.

If SROs request student information that is directory information, as directory information is defined by the School District's annual FERPA notice and Board Policy JRC, School District personnel will provide the information as requested without a written request.

Pursuant to the School District's annual FERPA notice, as modified from time to time, and Board Policy JRC, directory information includes: the student's name, major field of study, grade level, assigned class, class lists, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of enrollment, degrees and awards received, the most recent and previous education agency or institution attended by the student, the annual yearbook, a playbill showing a student's role in a drama production, and the student's name in a graduation program.

If the SRO makes a written request for student educational records, the School District will comply with FERPA, and provide the student records under when one of more of the following conditions are met;

- i. The Parent/Guardian of the student, or an eligible student, provides consent to release the student records;
- ii. If the School District in its sole judgment determines there is an articulable and significant threat to the health or safety of a student or other individual and the release of the information is necessary to protect the health or safety of the student or other persons and is in connection with an emergency;

iii. The disclosure is to comply with a judicial order or a lawfully issued subpoena;

iv. Disclosure is pursuant to C.R.S. § 19-1-303(1)(a) and meets the requirements of C.R.S. § 19-1-303(1)(b), to acquire, provide, oversee, or refer services and supports with the judicial department or any other agency or individual as part of a juvenile delinquency or dependency and neglect case;

v. The Police Department is investigating a criminal matter or truancy matter, and requests only attendance records and disciplinary records, and provides written certification that the information will not be disclosed to any other party, except as required by law, without prior written consent from the child's parent, as permitted under C.R.S. § 19-1-303(2)(c); or

vi. The disclosure meets one of the other enumerated exceptions listed within FERPA.

The Parties agree that to ensure the safety of staff and students at School District schools, it is important to share information between the Parties. Thus, subject to the requirements of FERPA, as outlined above, the Parties agree to share documentation to accomplish this mutual goal. The parties also agree to share other information, such as personal knowledge and non-educational records to accomplish this goal.

F. The SROs will use body worn cameras in accordance with APD body worn camera policies. Any footage obtained by a recording from a body camera worn by the SRO will be considered law enforcement records and will qualify as FERPA-exempt as any such recordings will not be maintained by the School District. Any other records created by the Police Department, for law enforcement purposes, and maintained by law enforcement will fall under 34 C.F.R. §99.8(b)(1) and will be considered law enforcement records for the purposes of being FERPA exempt.

G. The Police Department recognizes that the School District utilizes a restorative approach and seeks to minimize the use of law enforcement intervention. SROs may be contacted and consulted on issues School District staff is investigating. On non-criminal matters (such as student discipline matters), the decision making resides solely with School District. School District staff will not ask or direct SROs in a manner that creates a conflict of interest in relation to their law enforcement roles. Principals of School District schools or their designees may request the assistance of an SRO to ensure safety when conducting a school investigation involving searches, and may request the assistance of an SRO for conducting threat assessments; provided

however that decision making on the outcome of such assessments resides solely with School District staff.

H. SROs will be required to participate in the School District's training on procedures for FERPA, threat assessment, suicide intervention, safe school design teams, juvenile sexual offender management, and equity, as well as attend all mandatory trainings through the Police Department to maintain their Police Officer Standards and Training (POST) certification. SROs may also attend other School District training relevant to their job duties, as time permits. The Police Department will work to schedule most training for SROs during summer months. However, there will be times when mandatory training takes place during school calendar days which will necessitate an SRO's absence. In such cases, the SRO supervisor will work with patrol supervisors to assist in providing law enforcement presence at the school impacted. The SRO supervisor(s) will notify the School District's central security office if an SRO will be absent due to illness, other personal leave, or vacation and the Police Department will provide coverage if available.

I. SROs may be present at School District extracurricular activities as determined by the School District and agreed upon by the Police Department.

2. School District Responsibility.

A. The School District shall provide the SROs with a secure work space where the officer can conduct interviews, meetings, and attend to tasks as assigned. Due to the nature of law enforcement related to juveniles, a designated office with a closable door should be available. Access to basic office supplies such as paper, a printer, computer, etc. should be provided. The School District also agrees to provide SROs with a designated parking spot located at each school where an officer is assigned.

B. Gun Safes

The Parties acknowledge that four gun safes have been installed at Smoky Hill High School, Cherokee Trail High School, Grandview High School, and Overland High School. Said gun safes will at all times be permanently installed (bolted down) in the designated office at the school for the assigned SRO.

i. Access

The School District's access to the room where the gun safe is located will be limited to School Building Principal and School District Security, who will each have a key to the SRO designated office for emergency and facility maintenance purposes. The

School Building Principal and School District Security may provide access to the SRO designated office to other School District staff, including maintenance personnel to address maintenance needs other than cleaning, provided that if access is required during normal school hours when the Parties anticipate the assigned SRO will utilize the gun safe for storing guns, rifles, and/or weapons, then the School District shall notify the on-site SRO prior to granting other School District staff access to the SRO designated office. If prior notification cannot be accomplished, the School District agrees that additional staff permitted to access the SRO designated office during normal school hours will be accompanied and supervised by the School Building Principal or School District Security. School District cleaning staff will not have access to the SRO designated office, and SROs will be responsible for depositing trash in a larger receptacle in the building. The SROs will be the only ones that will have access to the safe.

ii. Security

Each SRO designated office will have a special lock (such as a key pad or a card reader) as selected by the School District Security to limit access to the SRO designated office. School District Security will ensure that a building camera is positioned so as to monitor ingress and egress into each SRO designated office.

iii. Maintenance

The Police Department is responsible for maintenance of the gun safes noted above and for ensuring that said gun safes are in proper working order at all time, including all costs associated with said maintenance. The School District has no responsibility to maintain said gun safes.

iv. Storage

The Police Department has sole and exclusive responsibility for ensuring that all items stored in the gun safes are properly stored and bears sole and exclusive responsibility for any and all claims which might arise from the improper storage of guns, rifles, other weapons and tools, and/or ammunition in said gun safe. The Police Department further agrees to bear the risk of loss in the event that any stored items are removed, taken, or stolen from the gun safe and will not seek to hold the School District and its employees financially responsible for any risk of loss or any stored items.

No guns, rifles, or other weapons and tools will be stored in the gun safes overnight. Each morning, the assigned building SRO will carry these guns, rifles, and other weapons and tools for use during the school day in a Police Department approved carrying case and

will remove these guns, rifles, and other weapons and tools from School District buildings and property at the conclusion of each school day, using their Police Department approved carrying case.

C. Cost.

The School District agrees to pay the Police Department to assist with the cost of the SROs plus the additional training costs associated with NASRO training certifications and annual conference for a total contribution of \$185,000.00 for the 2022/2023 school year. The School District will tender said contribution to the Police Department on or before November 1, 2022. In the event this agreement is extended in accordance with Section 3(D) below, any funding contributions will be included in the extension agreement and may vary based on availability of funds.

3. Miscellaneous.

A. Nothing in this Agreement shall be construed as a waiver by any Party of the protections afforded pursuant to the Colorado Governmental Immunity Act (“CGIA”), found at C.R.S. § 24-10-101 et seq. as the Act may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

B. To the extent allowed by law and not prohibited by the Colorado constitution, the School District and the Police Department agree to mutually indemnify and hold the other harmless, as well as the other’s employees from and against any and all claims and damages, including attorney’s fees, arising from the performance of service by the indemnifying party and their employees under this Agreement.

C. The School District and the Police Department hereby affirm that during the course of this Agreement they each have and will maintain commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, \$1,000,000 in automobile liability insurance (combined single limit for owned, hired, borrowed, and non-owned motor vehicles), and worker’s compensation insurance in the amounts statutorily required.

D. The term of this Agreement will be from July 1, 2022, until June 30, 2023. No amendment or modification of this Agreement shall be valid unless expressed in writing, executed by the parties hereto in the same manner as the execution of this Agreement. This Agreement may be terminated by thirty (30) days’ written notice given by either Party. This Agreement on an annual basis may be extended for an additional one (1) year term upon execution of a written extension agreement.

E. This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

F. Nothing contained herein is intended to, nor shall any provision hereof be deemed to create any debt or multi-fiscal financial obligation on the part of either party hereto. Each Party's financial obligations hereunder are subject to its annual budget and appropriation of funds.

G. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit or other proceedings against the Police Department, or the School District.

F. All notices required hereunder shall be given to:

Cherry Creek School District #5	Aurora Police Department
Superintendent of Schools	Attn: Chief Daniel Oates
4700 South Yosemite Street	15001 E. Alameda Ave.
Greenwood Village, Colorado 80111	Aurora, CO 80012

General Counsel for CCSD
4700 S. Yosemite St.
Greenwood Village, CO 80111

All notices so given in writing shall be effective upon receipt when hand delivered, or upon mailing if notice is given by first class mail.

G. This Agreement is made and delivered in the State of Colorado and shall be construed and enforced in accordance with the laws thereof.

This Agreement is entered into as of the day and year set forth above.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

CHERRY CREEK SCHOOL DISTRICT #5



Kelly Bates
President

APPROVED AS TO FORM:



Sonja S. McKenzie
General Counsel for Cherry Creek School District No. 5

* * * *

AURORA POLICE DEPARTMENT

Chief Daniel Oates

ATTEST:

APPROVED AS TO FORM:





CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement with the City and County of Denver for the Colfax Bus Rapid Transit Project (Resolution)
Item Initiator: Carlie Campuzano, Traffic Manager
Staff Source/Legal Source: Carlie Campuzano, Traffic Manager/Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Resolution by the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement between City of Aurora and the City and County of Denver for the Funding, Design and Preconstruction of the East Colfax Avenue Bus Rapid Transit Project
Carlie Campuzano, Traffic Manager / Michelle Gardner, Senior Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 9/22/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|---|--|

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

The City and County of Denver, in coordination with Regional Transportation District (RTD) and the City of Aurora, started the Colfax Corridor Connections project in 2012. It was a transportation planning study funded by the Federal Transit Administration (FTA) and Denver. The purpose of the study was to identify a package of multi-modal transportation improvements that enhance transit and overall mobility and accessibility in the study area, which is bounded roughly by I-25 to the west, I-225 to the east, 12th Avenue to the south and 20th Avenue to the north. City staff made the following briefings and updates to Council:

- Council Infrastructure and Operations Policy Committee (IOPC) on October 17, 2012, March 20, 2013 and June 11, 2014
- Council Study Session on August 25, 2014
- Parks, Public Works, and Transportation Policy Committee (PPWT) on March 16, 2016
- Transportation, Airports and Public Works Policy Committee (TAPS) on March 14, 2018
- Transportation, Airports and Public Works Policy Committee (TAPS) on March 3, 2022
- Transportation, Airports and Public Works Policy Committee (TAPS) on April 28, 2022
- Council Study Session on May 2, 2022
- Transportation, Airports and Public Works Policy Committee (TAPS) on September 22, 2022

Council supported staff's recommendation that the Locally Preferred Bus Rapid Transit (BRT) Alternative for this project will not include exclusive bus-only lanes on Colfax Avenue, resulting in losing two general purpose lanes, between Yosemite Street and Fitzsimons Parkway-Potomac Street in Aurora. Aurora fully supports the development of various bus service enhancement features for RTD buses operating in a shared vehicle use lane configuration in Aurora. The enhancements may include branded buses with multi-door boarding and alighting features, off-vehicle ticketing, bus stop bulb-outs, bus shelters, pedestrian scale lighting, security cameras, upgraded trash receptacles, and real-time bus arrival and departure information.

At the TAPS committee meeting on April 28, 2022 and at the Council Study Session meeting on May 2, 2022, staff updated City Council on the Colfax Bus Rapid Transit project and gave details about the proposed route frequency, station locations, station design and enhancements, cost estimates and potential local contribution needs and overall project schedule. The **Committee supported staff's recommendations and supported staff to continue to work with the Denver project team to identify a recommended improvement plan and the associated cost estimate for station enhancements in Aurora.** Staff also presented a project financial update as an informational item only at the TAPS committee meeting on April 28, 2022 and at Study Session on May 2, 2022. This IGA was also presented at the TAPS committee meeting on September 22, 2022. At the recent Study Session meeting and TAPS meeting, City Council supported the staff recommendations and associated project costs which includes an Aurora contribution of \$2.33 million in design funding.

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

Per Council's direction, City staff worked with Denver, RTD and the project consultant team and defined a locally preferred side-running Bus Rapid Transit (BRT) alternative in late 2014 that included side-running exclusive bus lanes during the AM and PM peak periods in Denver and shared bus lanes in Aurora with various bus enhancements. The transition between the exclusive bus lanes and shared bus lanes will occur near Syracuse Street. A public meeting was held in Denver on 1/20/2016 and in Aurora on 1/21/2016. Major concerns and comments by the public included traffic impacts to neighborhoods (in Denver) due to traffic diversions with the implementation of bus-only lanes in Denver, pedestrian and bike access to stops and safety and security issues at the stops, etc.

On July 25, 2017, Denver officially introduced a new Center-Running BRT concept at a Community Task Force meeting. The Center-Running BRT concept includes all-day exclusive bus lanes between Broadway and Yosemite street in Denver and side-running shared lanes in Aurora. Denver conducted additional environmental analyses, conceptual design and public outreach for the Center-Running all-day BRT alternative. Preliminary analyses on

pros and cons of the Center-Running BRT were presented at Community Task Force meetings on October 5, 2017, November 15, 2017 and March 14, 2018. Through 2018 and 2019, Denver completed additional project planning.

In 2020, Denver contracted with Parsons Transportation Group to complete environmental clearance work, Federal Transit Administration (FTA) Small Starts Project Development and Preliminary Engineering. The following highlights the current BRT project assumptions:

Stations and Segments

- **DUS (Denver Union Station) to Civic Center in Denver:** Side-running in exclusive bus lanes with inbound toward DUS on 15th Street and outbound toward Civic Center on 17th Street
- **Civic Center to Yosemite in Denver:** Center-running in exclusive bus lanes
- **Yosemite to R Line Colfax station in Aurora:** Side-running in mixed traffic flow
- **Stops:** Jamaica (97 daily ridership in 2019), Nome (105 daily ridership in 2019 and west bound stop at Aurora Ct (34 daily ridership in 2019) will not be included

Operations Plan

The operations plan will include three run patterns all day every day with 4.3-minute average frequency (20-30 minutes overnight) between R Line Colfax Station and DUS with the following specifics:

- R Line Colfax Station to DUS: 10-minute frequency
- Aurora Metro Center to DUS: 15-minute frequency
- Picadilly Rd. to DUS: 15-minute frequency

BRT Station Enhancement Options for Aurora

Aurora staff has discussed the following station improvement options with Denver staff for stations in Aurora:

- Base BRT Station Improvements
 - Branding
 - Lit map/schedule displays
 - Shelter protection
- Select enhanced station design at the Havana stations
- Other enhanced improvement options beyond the base requirements:
 - Ticket Vending Machines (TVMS)
 - Real Time Scheduling Displays
 - **Level boarding on 14" platforms**
 - Emergency phones, security cameras and lighting

Current Project Milestones

- 2020 – 2022: Preliminary Engineering & Environmental Review
- 2022: FTA Small Starts Project Rating Application
- 11/2022: FTA Small Starts Project Development Approval
- 2023 – 2024: Final Design (18 months)
- 2024 – 2025: FTA Small Starts Construction Grant Application Process
- 2026 – 2028: Bidding, Construction, Bus Acquisition, Testing (approximately 24 Months)
- Early 2028: Estimated BRT Service Startup

Regional Project Financial Partnership

Financial contribution from Aurora will demonstrate investment and benefits across both Aurora and Denver. Specific amount requested is pending station enhancement design and the Federal Transit Administration Small Starts Grant Application success.

Staff updated the TAPS committee on the Colfax Bus Rapid Transit project regarding the proposed route frequency, station locations, station design and enhancements, cost estimates and potential local contribution needs and overall project schedule on March 3, 2022 and on April 28, 2022. The committee supported staff's recommendations and supported staff to continue to work with the Denver project team to identify a recommended improvement plan and the associated cost estimate for station enhancements in Aurora.

Planning and Public Works staff have developed a recommended station enhancement plan which includes the following specifics:

1. Base station improvements, including shelter and branding, plus ticket vending machines, variable message signs for real time scheduling display and emergency phones, security cameras and lighting for the following stations:
 - Yosemite
 - Chester
 - Florence
 - Kingston

- Scranton
 - **Children’s way**
 - Wheeling
2. All elements in Item 1 plus Level Boarding for the following stations
 - Moline (west bound)
 - Peoria
 - R Line Colfax Station
 3. Full Station Enhancements with all amenities similar to Denver for the following stations
 - Havana

There is now an opportunity to partner with Denver and RTD to leverage federal grant funding for the project, which would include funding for station improvements in Aurora. To demonstrate partnership on the project and to improve competitiveness for the grant, funding from Aurora is needed. This funding would be used to support improvements within Aurora. Staff has developed recommendations for Aurora stations which was previously presented to City Council during the Study Session meeting on May 2, 2022.

City Council previously supported the staff recommendations and associated project costs as described below. This agenda item is for the IGA with Denver to formalize the City of Aurora contribution for the design funding.

The total estimated project cost for 2026, including contingencies and inflation, is approximately \$23,300,000 with a 51% local match. This cost includes design and all construction for the Aurora scope of work.

This IGA with Denver is only for \$2,330,000 for **Aurora’s portion of** design and preconstruction to be provided to Denver this year. Pending success with the upcoming Small Starts Grant, future IGAs will be brought to City Council for the construction cost and maintenance phases of the Project.

Staff will provide more detailed information and discussions through the attached Power Point presentation.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Colfax Bus Rapid Transit Project to the November 14th Regular Council Meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (M. Gardner)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This item includes the request for the City to contribute \$2.33 million to the Colfax BRT project.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER AND
AURORA REGARDING FUNDING, DESIGN AND PRECONSTRUCTION OF THE EAST
COLFAX AVENUE BUS RAPID TRANSIT PROJECT

WHEREAS, the City and County of Denver (“Denver”) and the City of Aurora, Colorado (“Aurora”), (collectively, the “Parties”), are legally empowered under Article XIV, Section 18(2)(a) of the Colorado Constitution, C.R.S. Section 29-1-201, et. seq., and their respective charters and organizational documents and the laws of the State of Colorado to enter into intergovernmental agreements; and

WHEREAS, the Parties wish to cooperate to design and construct the East Colfax Avenue Bus Rapid Transit Project (“Project”) that will provide a corridor-based bus rapid transit system located partially in Denver and partially in Aurora; and

WHEREAS, the Parties desire for Denver to contract and manage contracts for owners’ representative, design, preconstruction and construction services for the Project; and

WHEREAS, Aurora wishes to fund the design and preconstruction services of the portion of the Project located in Aurora; and

WHEREAS, this intergovernmental agreement establishes the Parties’ obligations and funding commitments for the design and preconstruction phase of the Project; and

WHEREAS, the total estimated project cost for 2026, including contingencies and inflation, is approximately \$23,300,000 with a 51% local match, and this total cost includes design and construction for the Aurora scope of work; and

WHEREAS, this intergovernmental agreement between the Parties includes funding in the amount \$2,330,000 for design and preconstruction services of Aurora’s segment of the Project; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the intergovernmental agreement between Aurora and City and County of Denver regarding funding, design and preconstruction of the East Colfax Avenue Bus Rapid Transit Project.

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

Section 1. The intergovernmental agreement between Aurora and the City and County of Denver regarding funding, design and preconstruction of the East Colfax Avenue Bus Rapid Transit Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the intergovernmental agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER AND
AURORA REGARDING FUNDING, DESIGN AND PRECONSTRUCTION
OF THE EAST COLFAX AVENUE BUS RAPID TRANSIT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into by and between **CITY & COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“Denver”) and the **CITY OF AURORA, COLORADO** a home rule city and municipal corporation of the State of Colorado (“Aurora”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties are legally empowered under Article XIV, Section 18(2)(a) of the Colorado Constitution, C.R.S. Section 29-1-201, *et. seq.*, and their respective charters and organizational documents and the laws of the State of Colorado to enter into this Agreement.

WHEREAS, the Parties wish to cooperate to design and construct the East Colfax Avenue Bus Rapid Transit Project, that will provide a corridor-based bus rapid transit system located partially in Denver and partially in Aurora.

WHEREAS, the Parties have agreed that Denver will contract and manage contracts for owners representative, design, preconstruction and construction services for the Project.

WHEREAS, Aurora wishes to fund the design and preconstruction services of that portion of the Project located in Aurora.

WHEREAS, this Agreement sets forth the Parties commitments during the design and preconstruction phase of the Project.

WHEREAS, the Parties anticipate amending this agreement to address the construction phase of the Project.

WHEREAS, the Parties anticipate that maintenance and operation of the Project will be addressed in a separate agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Parties hereto mutually agree to the terms and conditions described below.

SECTION 1 - BACKGROUND

1.01 East Colfax Bus Rapid Transit. In the fall of 2020, Denver, in coordination with the Regional Transportation District (“RTD”), initiated a National Environmental Policy Act (“NEPA”) study and development of preliminary engineering plans for a Bus Rapid Transit (“Colfax BRT”) system that would serve East Colfax Avenue between Denver Union Station and the RTD R-Line Colfax Station at Interstate 225 in Aurora (the “Project”).

1.02 Federal Transit Administration. In November 2021, the Project was approved by the Federal Transit Administration (“FTA”) for Project Development and is formally in the FTA “pipeline” of Capital Investment Grant projects.

1.03 Regional Transportation District. As the designated recipient of federal funds, RTD is the Project Sponsor, and with full cooperation of Denver, will pursue Small Starts funding for the Project. Denver submitted the East Colfax Avenue BRT Project Small Starts Rating Application in August 2022. Attached as **Exhibit A**.

1.04 Project. The Project is a corridor-based bus rapid transit system that includes features emulating the service provided by rail fixed guideway. The Project includes the features and elements set forth in the East Colfax Avenue BRT Small Starts Rating Application and the Station Design Summary. Attached as **Exhibit A** and **Exhibit B**.

1.05 Additional Station Amenities. The Project only includes those station features and amenities identified in **Exhibit A** and **Exhibit B**. The Parties expressly acknowledge and agree that additional station amenities/betterments beyond those identified in **Exhibit A** and **Exhibit B** are outside the scope of this Agreement and the FTA Small Starts Grant process.

1.06 Project Segments. The Project has three distinct segments with different physical/geometric configurations as follows:

Downtown Segment: Curbside-running alignment in westbound 15th Street and eastbound 17th Street existing bus lanes between Denver Union Station and Civic Center station (“Downtown Segment”).

Denver Segment: Center-running alignment in dedicated fixed guideway lanes in Denver between Civic Center station and the intersection of East Colfax Avenue and Yosemite Street (“Denver Segment”).

Aurora Segment: Curbside-running alignment in mixed traffic flow in Aurora between the intersection of East Colfax Avenue and Yosemite Street to the Colfax/R Line Light Rail Transit station (“Aurora Segment”).

SECTION 2 – FUNDING AURORA SEGMENT

2.01 Aurora Contribution. Within 30 days of the execution of this Agreement, Aurora shall pay to Denver **TWO MILLION THREE HUNDRED AND THIRTY THREE THOUSAND DOLLARS AND NO CENTS (\$2,330,000.00)** to fund design and preconstruction services for the Aurora Segment of the Project (“Aurora’s Contribution”).

2.02 Project Fund. Denver shall set up a project account that will hold all project funds, separate from other accounts of Denver. The Project account shall contain a subaccount for Aurora’s Contribution which will generate its own investment earnings.

2.03 Use of Aurora Contribution. Funds in the Aurora’s Contribution subaccount shall only be used for preconstruction services and for design services as set forth in the Design Services, Scope of Services and Fees. Attached as **Exhibit C**.

2.04 Accounting. Denver shall keep an accounting of the Project account, including the subaccount for Aurora’s Contribution and investment earnings, and shall provide Aurora with quarterly reports detailing investment earnings generated to date and how Aurora’s Contribution is being expended.

2.05 Additional Funding. Aurora’s Contribution is based upon an estimate of the cost to complete design and preconstruction of the Aurora Segment. Denver will direct the design work within Aurora’s Contribution. Denver will regularly consult with Aurora on design work and associated progress. If it appears additional funding will be necessary to complete the design of the Aurora Segment or if Aurora requests changes to the design that would cause the cost of design and preconstruction services for the Aurora Segment to exceed Aurora’s Contribution, the City will notify Aurora to give Aurora time to identify additional funding and/or to discuss potential cost saving measures with Denver.

2.06 Unused Funds. If funds remain in the Aurora’s Contribution subaccount after the Project is complete, they will be returned to Aurora within 90 days.

SECTION 3 – ADDITIONAL TERMS

3.01 Design Standards. Denver shall require that the design of all stations in the Aurora Segment conform to all current applicable FTA, DOT, CDOT, RTD and City of Aurora design standards. In addition, Denver shall require that the Aurora Segment be designed in conformance with the requirements of the Americans with Disabilities Act (“ADA”) and consider the guidelines in the Public Rights-of-Way Accessibility Guidelines (PROWAG) to the maximum extent feasible. The Design Consultant will be required to obtain a Public Improvements Inspections Permit for any work (geotechnical or utility investigations, surveying, etc.) within Aurora’s public Rights-of-Way. Plan reviews for the Aurora Segment will follow the Aurora’s AMANDA review process.

3.02 The Parties do not intend, and nothing contained in this Agreement shall be deemed, to create a partnership, co-tenancy, joint venture, or agency of any kind.

3.03 This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the City and County of Denver, Colorado.

3.04 This Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Parties, and no design consultant, contractor, any subcontractor nor any other person is a third-party beneficiary to or under this Agreement.

3.05 This Agreement cannot be amended or modified except by a written document signed by all Parties and in the same manner that approval herein is granted. Approval of the Denver City Council shall be obtained as required by the Denver Charter.

3.06 Disputes. The Parties agree to work together to resolve issues or disputes related to this Agreement informally at the lowest level possible and within the established technical working groups and between technical discipline leads, subject matter experts and project managers. If an issue cannot be resolved at this initial level Denver's Colfax BRT Program Director and Aurora's Deputy City Manager for the Public Works Department will meet to resolve the issue. Any issue Denver's Program Director and Aurora's Deputy City Manager are unable to resolve will be presented to the Executive Oversight Committee.

3.07 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

3.08 The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

3.09 All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, addressed as follows:

Denver: Executive Director
Department of Transportation and Infrastructure
201 West Colfax Ave. Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Aurora: City Manager
City of Aurora
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy of any such notice to:

Public Works Department
Attn: Traffic Manager
15151 East Alameda Parkway, Suite 3200
Aurora, Colorado 80012

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

3.10 The Parties are political subdivisions of the State of Colorado and, as such, (1) all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) no consultants, contractors or subcontractors shall have lien rights against the Parties, nor against any property lying within the boundaries of the Parties, in the event of nonpayment of any amount due under this Agreement.

3.11 The Parties, their elected officials, directors, officials, officers, agents, and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as the same may be amended from time to time.

3.12 No elected official, director, officer, agent, or employee of any Party shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

3.13 This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the Parties at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the Parties.

3.14 Except as expressly provided elsewhere herein, each Party shall be responsible for all suits, demands, claims, costs, or actions proximately resulting from its own individual acts or omissions or from the acts or omissions of any of its officers or employees.

3.15 It is the intent of the Parties that no third-party beneficiary interest is created in or by this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event each of them expressly disclaims any such acts or actions, particularly in view of the integration of this Agreement.

3.16 The Parties agree that any duly authorized representative of Aurora and Denver, including the Denver Auditor or his or her designee, shall, until three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records directly related to this Agreement upon at least ten (10) calendar days prior written notice.

3.17 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided however if any provision of this Agreement

is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

3.18 The Parties represent that to the best of their information and belief no elected official, officer or employee of Denver and Aurora is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise because of the lawful discharge of the responsibilities of such elected official, officer or employee.

3.19 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

3.20 Confidentiality. Denver intends to procure an owner's representative and a construction manager / general contractor for the Project. Colorado law, Denver's Charter, ordinances, and executive orders require that these selection processes be conducted in an open, fair and competitive manner. In addition, Denver's agreement with RTD and anticipated federal funding will require that contracts be procured in an open, fair and competitive manner. Aurora will have access to non-public information (verbal, written, electronic) that could give proposers an unfair advantage. Aurora will not communicate with, or provide information to, potential or actual proposers regarding the project during an active procurement. In addition, Aurora will coordinate with Denver before releasing any non-public information. If Aurora learns that non-public information has been shared with a potential or actual proposer, it will notify Denver's Project Manager in writing as soon as is practical.

3.21 The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by such Party in the manner specified by such Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A - Small Starts Rating Application, Section 1 Project Narrative.

Exhibit B - Station Elements.

Exhibit C – Design Services, Scope of Services and Fees.

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Contract Control Number: DOTI-202265080-00
Contractor Name: CITY OF AURORA

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202265080-00
CITY OF AURORA

<p style="text-align: center;">LOCAL AGENCY CITY OF AURORA</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">By: Mike Coffman, Mayor</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">Additional Local Agency Signature if Needed</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">As to form: Michelle Gardner, Sr. Assistant City Attorney</p> <p style="text-align: center;">Date: _____</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Attested By: Kadee Rodriguez, City Clerk</p> <p style="text-align: center;">Date: _____</p>

Exhibit A

Small Starts Rating Application Excerpts

Section 1 Project Narrative pp 6-10 of 1,387 PDF pages

Section 5 Preliminary Cost Estimate p 144

Owner's Representative & CMGC Scopes of Work

Small Starts Rating Application

Section 1: Project Narrative

Introduction

The Denver Regional Transportation District (RTD) requests an FTA Small Starts project rating for the East Colfax Avenue Bus Rapid Transit (Colfax BRT) corridor project. RTD and the City and County of Denver (CCD) have been analyzing the East Colfax Avenue corridor as a potential high-capacity transit corridor for the past 10 years. Strong community support for the project was reflected in the 75% preference for center-running BRT in the Colfax corridor. RTD/CCD selected BRT as the locally preferred alternative in July 2017, and the LPA was included in the *2050 Metro Vision Regional Transportation Plan* - the region's fiscally constrained long-range transportation plan in April 2021.

In November 2020, RTD/CCD initiated a National Environmental Policy Act (NEPA) study and development of preliminary engineering plans for the BRT system that will serve East Colfax Avenue between downtown Denver Union Station (DUS) and the RTD R-Line Colfax Station at Interstate 225 (I-225) in the City of Aurora. FTA Region 8 approved the project for entry to Project Development in October 2021. RTD/CCD anticipate completing the FTA Project Development process and submitting a construction grant application in August 2023, receiving a Small Starts construction grant by early 2024, and completing construction/beginning revenue service by the third quarter of 2026.

The proposed Colfax BRT service will combine and replace the existing bus Route 15 and Route 15L services which combined have the highest ridership in the entire RTD system with 22,000 riders per average weekday. The Colfax BRT enhanced transit service will respond to growing travel demand in the corridor and is fully compatible with locally adopted neighborhood plans. The Colfax BRT project improvements will provide faster, more reliable and safer service in this increasingly congested corridor. With center-running dedicated BRT lanes, level boarding platforms, off-board fare collection, and Transit Signal Priority (TSP), as well as forecasted population and employment growth in the corridor, average weekday ridership is expected to increase by more than 40%.

As the FTA grantee for the Denver Metropolitan Area, RTD will be the project sponsor and CCD will be a subrecipient to RTD for receipt of FTA funds programmed and allocated to the project. RTD will also operate the BRT service. RTD has extensive technical capacity and experience managing New and Small Starts projects over the past 30 years. CCD and City of Aurora are primary providers of local match for the project and will maintain their respective corridor segments and stations. Other cooperating agencies include Colorado DOT and Denver Regional Council of Governments (DRCOG).

Project Identification/Limits

The Colfax BRT project will operate along the 9.9-mile corridor between Denver Union Station (DUS) through Civic Center station to the R Line light rail station in Aurora, which are the limits for NEPA evaluation and clearance. A Documented Categorical Exclusion (DCE) is underway and will be completed prior to the construction grant application in August 2023. However, RTD/CCD define the Colfax BRT Capital Investment Grant (CIG) project limits for this Small Starts rating application and potential FTA funding as Civic Center station to the R Line station since that is the 8.5-mile portion of the corridor where substantial capital improvements will be made to meet the FTA BRT definition. This CIG project does not include the BRT vehicles - they will be procured by RTD with other funding.

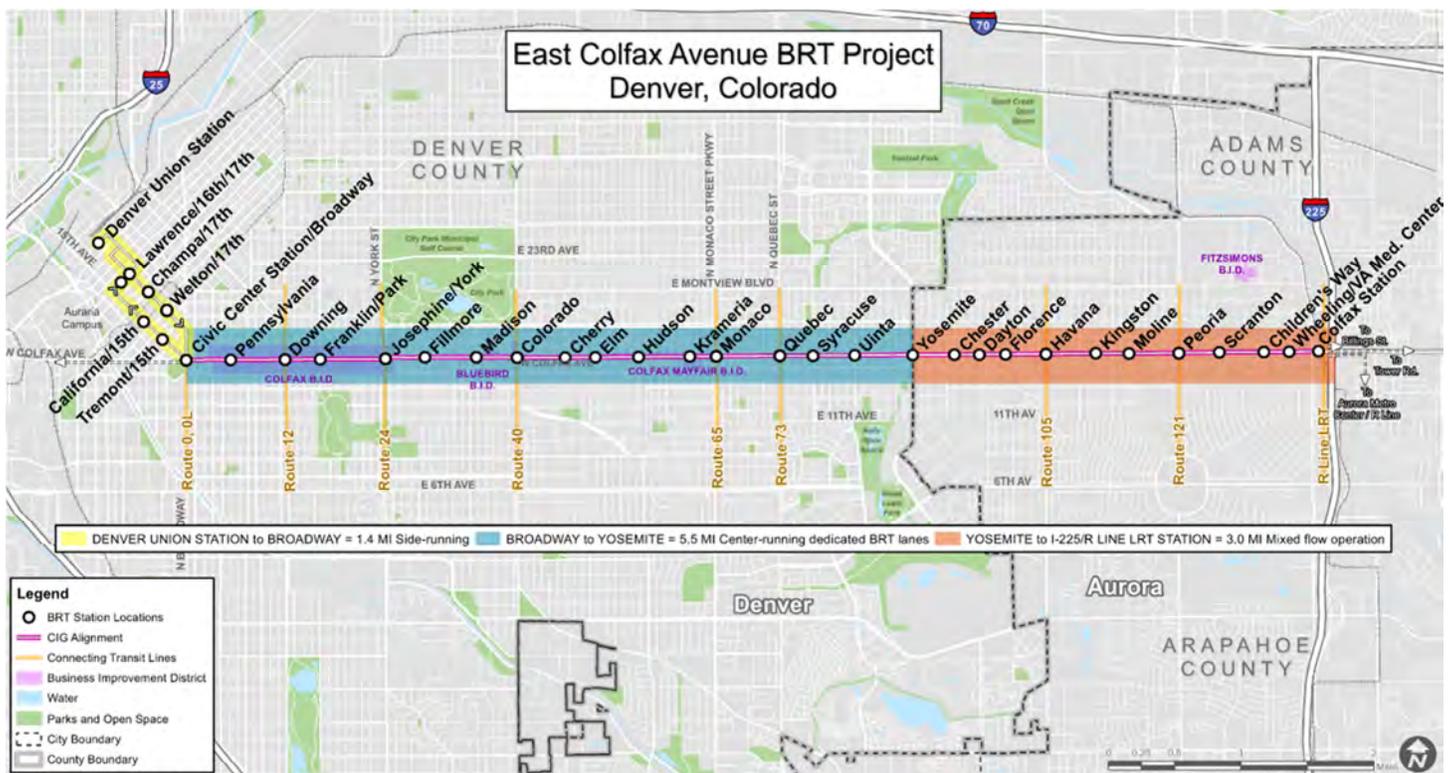
The BRT elements within the CIG project limits will include project branding; 5.5 miles of dedicated BRT lanes for faster, more reliable service; bi-directional service 24 hours per day and 7 days per week; short headways (4.3-minute composite headway all day and 15-minute headways overnight);

and enhanced stations with ADA access, shelter from the weather, and route/schedule information. In addition, the Colfax BRT project may include level boarding station platforms, off-board fare collection, improved lighting, security cameras, and emergency telephones; transit signal priority (TSP) treatments at appropriate locations to reduce transit travel time; and improved, safe pedestrian access. The capital cost estimate for the project is \$255M in year-of-expenditure (YOE) dollars. In August 2023, RTD/CCD intend to request a CIG grant of less than 50% of the capital cost. RTD/DOTI already have 74% of the non-CIG funding committed or budgeted.

The 8.5-mile Colfax BRT CIG project includes 28 enhanced stations with an average spacing of 0.31-mile as shown on **Figure 1**. That map also illustrates the full 9.9-mile operational corridor including the Downtown Denver segment from Denver Union Station to Civic Center Station, as detailed below.

- Curbside-running alignment in the existing one-way 15th/17th Street dedicated bus lanes between Denver Union Station and Civic Center (Colfax/Broadway) station; 1.4 miles, 4 one-way side-stations in each direction with 0.35-mile average spacing
- Center-running alignment in dedicated BRT lanes between Civic Center (Colfax/Broadway) station and Colfax/Yosemite Street; 5.5 miles, 16 stations (32 one-direction split center-platforms) with 0.34-mile average spacing
- Curbside-running alignment in mixed traffic flow in Aurora east of Colfax/Uinta station to Colfax/R Line LRT station (near I-225); 3 miles, 12 stations (24 one-direction split side-platforms) with 0.27-mile average spacing

Figure 1. Colfax BRT Project Limits



The Colfax BRT project will directly serve and connect several of DRCOG's designated urban centers with improved transit service. Within those urban centers are a wide variety of residential, employment, commercial/retail, institutional, education, healthcare, office, cultural, and recreational facilities, and major activity centers. These include Denver Union Station – RTD’s central rail and bus hub for the region; Downtown Denver - the largest employment center in the region with

125,390 employees; Civic Center/State Capitol complex; 14 major residential neighborhoods; four Business Improvement Districts (BIDs); Denver East High School; recreational/cultural centers such as the Ogden Theater, Bluebird Theater, Fillmore Auditorium, Aurora Fox Art Center, and Carla Madison Recreation Center; National Jewish Health Center; Martin Luther King, Jr public library; Anschutz Medical Campus including the largest VA Hospital in Colorado; and the R Line LRT station. A total of 135,760 employees are within ½-mile of and served by the corridor.

Current Conditions

The major activity centers within the corridor include the two large employment centers of Downtown Denver and Anschutz Medical Campus at either end of the corridor. The current population and employment characteristics of the Colfax BRT corridor are summarized in **Table 1** including the various categories of transit dependents. Traffic volumes are significant and congestion levels on this major travel corridor continue to increase, with significant impact on transit travel times and increasing delay. Given the limited right-of-way, RTD/CCD have identified this opportunity to create center-running dedicated BRT lanes to create faster and more reliable transit service that will be competitive with the automobile and produce higher transit ridership.

Table 1. Colfax BRT Corridor Population and Employment - 2020

Population Group	Number within ½-mile	% of Total
Total population	97,392	100%
Total households	49,294	100%
Individuals of color	44,800	46%
Low-income households	12,324	25%
Adults aged 65 and over	8,765	9%
Individuals with a disability	12,661	13%
Households without a motor vehicle	8,380	17%
Households that are housing cost burdened	13,802	28%
Total Employment	135,760	100%

The BRT project is located on a relatively high traffic volume corridor with high crash frequency and severity. Safety measures in this project include dedicated BRT lanes to reduce vehicle and pedestrian conflicts and reduce the number of crashes; removing left turns at unsignalized intersections between Broadway and Uinta via installation of a raised barrier separating the center-running BRT lanes, center station platforms so that a BRT rider only has to cross half of the street for the outbound and return trips, pedestrian crossing improvements, sidewalk bulbouts to reduce intersection crossing distance, improved lighting at and between stations, and signal timing improvements. The dedicated BRT lanes will also reduce the bus/motor vehicle/parking lane conflicts and the number of crashes. The expected reduction in vehicle miles of travel (VMT) due to higher transit ridership with the BRT project will also result in a safer corridor.

Conditions in the Horizon Year (2040)

Population in the corridor is forecasted to increase 23.8% and employment is forecasted to increase 12.5% by 2040 along the corridor. These increases will generate higher travel demand in the corridor, further exacerbating the current congestion and travel delays, particularly for the buses currently operating in mixed traffic flow in the corridor. The BRT project will create dedicated bus lanes, thereby making the transit service faster, more reliable and safer. The project will promote investment/reinvestment along the corridor by making significant infrastructure investments that will move more people through and within the Colfax corridor, which facilitates diversity and livability of the community. By moving forward in coordination with local and regional urban growth priorities and neighborhood plans, the project will help improve planning and investment decisions within the

growth areas served by the regionally important Colfax corridor. As previously mentioned, ridership is expected to increase by 42% to 31,300 boardings per average weekday by 2040.

Purpose and Merits of the Project

The purpose of the Colfax BRT project is to provide faster, more reliable, and safer transit service in this increasingly congested corridor that is experiencing slower transit travel speeds and longer travel times that will worsen significantly by 2040. The need for the Colfax BRT project is demonstrated by increasing transit travel demand in the corridor as a result of growing population and employment. The Colfax BRT project will increase transit ridership in the corridor by providing a comfortable, more frequent, and more reliable service for transit patrons to a variety of destinations along the corridor. The project will provide transit travel time savings of 10-14 minutes per trip. The project also supports the City's Vision Zero initiative, making travel safer for pedestrians, cyclists, motorists and transit riders. The Colfax BRT project will support future investment and economic redevelopment along the Colfax Avenue corridor, while continuing to provide an affordable travel option to help reduce household transportation costs.

The Colfax BRT project will improve and expand the region's multimodal transportation system, services, and connections as a first step in fulfilling the regional BRT network goal. It will also improve pedestrian and bicycle accessibility to transit. Based on STOPS model output, the BRT project is expected to produce a 42% increase in ridership which will increase the overall person trip throughput in the corridor. With its increased transit ridership, the BRT project is expected to reduce automobile VMT by 29,115 miles per day in the opening year and by 32,918 miles per day by 2040, with the resulting improvement in safety and air quality with reduction in greenhouse gas emissions.

The BRT project will connect with numerous north/south bus lines along Colfax (Routes O/OL, 12, 24, 40, 65, 73, 105, and 121) and at the Civic Center and Denver Union Station. The service will also connect with RTD light rail and commuter rail lines at Denver Union Station and the R Line at Colfax/I-225. This will promote improved connections of people throughout the metropolitan area. The project provides access to numerous affordable housing developments along the corridor, which contributes to diversifying the region's housing stock and also improves access to opportunity.

The project will improve connections to and expand the region's transit system as the first of several BRT corridors to be implemented as part of the *Denver Regional BRT Plan*. The project will improve transit operations and travel time in the corridor, which will in turn attract new transit riders, reduce traffic congestion, improve air quality, increase multi-modal connectivity, and encourage transit-oriented development near stations.

All BRT stations will be clearly defined and enhanced with specific branding/signage and will be accessible for persons with disabilities and meet all ADA requirements, offer shelter from the weather, and provide information on other transit schedules and routes. The center-running BRT stations in the Denver segment will be split platforms across the intersections (one platform in each direction) and will include BRT branding, raised platforms for level boarding, concrete bus pads, shelters that include weather protection, ticket vending machines, benches, trash receptacles, security cameras, emergency telephone, improved lighting, and route map/schedule displays.

In the Aurora segment from Yosemite to R Line station, the recently installed Route 15L enhanced shelters will be located at each station on the sidewalk adjacent to the curb lane. BRT branding, ticket vending machines, and emergency telephones will be added to the enhanced shelters that include weather protection, benches, trash receptacles, security cameras, lighting, and map/schedule displays. Level boarding platforms will also be added at several of the Aurora stations.

Preliminary Cost Estimate

RTD
East Colfax BRT

Scope and Activity Description															
Scope Code	ALI Code	Scope and Activity Line Item Descriptions	Qty		Federal 5309 Small Starts			Federal Other			Project Totals			Check Total Project Cost in YOЕ Dollars (X000)	
				Total Federal %	Federal	Local	Total	Federal	Local	Total	Federal	Local	Total		
14010	140110	GUIDEWAY & TRACK ELEMENTS	8.50	49.70%	3,829	3,876	7,705			0	3,829	3,876	7,705	7,705	
14020	140220	STATIONS, STOPS, TERMINALS, INTERMODAL	28	49.70%	27,223	27,551	54,774			0	27,223	27,551	54,774	54,774	
14030	140330	SUPPORT FACILITIES, YARDS, SHOPS, ADMIN. BLDGS.		0.00%	0	0	0			0	0	0	0	0	
14040	140440	SITWORK & SPECIAL CONDITIONS		49.70%	37,329	37,780	75,109			0	37,329	37,780	75,109	75,109	
14050	140550	SYSTEMS		49.70%	11,658	11,799	23,456			0	11,658	11,799	23,456	23,456	
14060	140660	ROW, LAND, EXISTING IMPROVEMENTS		49.70%	1,030	1,043	2,073			0	1,030	1,043	2,073	2,073	
14070		VEHICLES	0	0.00%	0	0	0			0	0	0	0	0	
	13.13.20	Light Rail Cars													
	13.____														
14080	140880	PROFESSIONAL SERVICES		80.31%	24,356	9,650	34,007	15,000		15,000	39,356	9,650	49,007	49,007	
14090	140990	UNALLOCATED CONTINGENCY		49.70%	21,463	21,722	43,185			0	21,463	21,722	43,185	43,185	
14100	141010	FINANCE CHARGES		0.00%	0	0	0			0	0	0	0	0	
Total Project Cost (10 - 100)					55.58%	126,889	113,420	240,309	15,000	0	15,000	141,889	113,420	255,309	255,309

Exhibit B
Station Design

Exhibit B: Station Elements

Station Design Overview

The proposed stations/stops for the E Colfax BRT, as of 30% design, are listed in Table B-1 and illustrated in the drawings that follow at the end of this Exhibit B.

BRT Arch Stations: As of the 30% level of design, and as submitted for the purposes of the FTA Small Starts Rating Application, the full BRT stations have the following characteristics:

- Platform dimensions = 10' wide X 130' long (min) x 14" high. The platform length is to accommodate two 60' articulated buses at each stop. The platform height is still under consideration.
- Platform canopies either 30' or 45' long, dependent on location and forecast boarding volumes
- 5%-slope walkways on crosswalk end of platform (not included in 130' dimension) = approx. 15' to 30' long, depending on roadway longitudinal slope and assuming 14"-tall platform
- Raised median on opposite end of platform (not included in 130' dimension) = approx. 28' long, assuming 6" curb
- The stations are located on the near side of the intersection so that buses come to a complete stop before making the angled transition across the intersection. The transition therefore occurs at a lower, safer speed than would otherwise occur if the stops were located on the far side.

The full BRT arch stations are new to the metropolitan region, and as such, do not have fully established design standards. The intent for design standards, relative to their components and proposed ownership, is shown below in Table B-2. There are proposed to be 15 pairs of center-running arch stations, and two pairs of side-running arch stations.

BRT 15L Enhanced Stations: Street and sidewalk construction were completed in 2020, and the installation of bus shelters and additional amenities was completed in October of 2021. The new and improved amenities include a mix of infrastructure, technology, communications, and safety features designed to improve customer experience and operational efficiencies. There are proposed to be 11 pairs of side-running 15 L Enhanced stations, most of them currently in-place, with a few 15L Enhanced Stations that will be moved from the Denver section to the Aurora section when the arch stations take their place.

15L Enhanced Station Image



Table B-1: Station Location and Component Listing (Refer to Exhibit C – Design Services, Scope of Services and Fees for additional info).

Station	City	Street	Direction	Bus Lane	Stop Location	Count	Full BRT Station (Arch)?	New Enhanced 15L Shelter?	Branding and BRT Amenities?
Denver Union Station (DUS)	Denver	Wewatta	EB/WB	Dedicated	Curbside	2			✓
Lawrence /16th	Denver	Lawrence	WB	Mixed-Flow	Curbside	1			✓
California/15th	Denver	15th	WB	Dedicated	Curbside	1			✓
Tremont/15th	Denver	15th	WB	Dedicated	Curbside	1			✓
Lawrence /17th	Denver	17th	EB	Dedicated	Curbside	1			✓
Champa/17th	Denver	17th	EB	Dedicated	Curbside	1			✓
Welton/17th	Denver	17th	EB	Dedicated	Curbside	1			✓
Civic Center Station/Broadway	Denver	Colfax	WB	Dedicated	Curbside	1	✓		✓
Civic Center Station/Broadway	Denver	Colfax	EB	Mixed-Flow	Curbside	1	✓		✓
Pennsylvania	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Downing	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Franklin/Park	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Josephine/York	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Fillmore	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Madison	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Colorado	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Cherry	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Elm	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓

Table B-1: Station Location and Component Listing (Refer to Exhibit C – Design Services, Scope of Services and Fees for additional info).

Station	City	Street	Direction	Bus Lane	Stop Location	Count	Full BRT Station (Arch)?	New Enhanced 15L Shelter?	Branding and BRT Amenities?
Hudson	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Krameria	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Monaco	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Quebec	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Syracuse	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Uinta	Denver	Colfax	EB/WB	Dedicated	Center	2	✓		✓
Yosemite	Denver	Colfax	WB	Mixed-Flow	Curbside	1			✓
Yosemite	Aurora	Colfax	EB	Mixed-Flow	Curbside	1			✓
Chester	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2		✓	✓
Dayton	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2			✓
Florence	Aurora	Colfax	WB	Mixed-Flow	Curbside	1			✓
Florence	Aurora	Colfax	EB	Mixed-Flow	Curbside	1		✓	✓
Havana	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2	✓		
Kingston	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2		✓	✓
Moline	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2			✓
Peoria	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2			✓
Scranton	Aurora	Colfax	WB	Mixed-Flow	Curbside	1			✓
Scranton	Aurora	Colfax	EB	Mixed-Flow	Curbside	1		✓	✓
Children's Way	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2			✓

Table B-1: Station Location and Component Listing (Refer to Exhibit C – Design Services, Scope of Services and Fees for additional info).

Station	City	Street	Direction	Bus Lane	Stop Location	Count	Full BRT Station (Arch)?	New Enhanced 15L Shelter?	Branding and BRT Amenities?
Wheeling /Fitzsimons (VA)	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2			✓
Colfax Station / R Line LRT	Aurora	Colfax	EB/WB	Mixed-Flow	Curbside	2		✓	✓

Table B-2: BRT Arch Stations – Proposed Ownership, Operations & Maintenance, and Design Standards		
BRT Station Element	Ownership	Design Standard
Platform 10' x 130' x 14"	Denver/Aurora	Denver/Aurora – General RTD – Vehicle Clearance
Platform Canopy Incl. Lighting	Denver/Aurora	Denver/Aurora – General RTD – Vehicle Clearance
Vehicle Buffer or Bus Safety Strip, e.g. Carey Fingers	Denver/Aurora	RTD
Benches / Seating	Denver/Aurora	Denver/Aurora & RTD (re: ADA)
Trash Receptacles	Denver/Aurora	Denver/Aurora
Ticket Vending Machines / Off-Board Fare Collection	RTD	RTD
Crosswalks and platform approach ramp	Denver/Aurora	Denver/Aurora
Static Information Case, e.g. route map & schedule	RTD	RTD
Electronic information display (as applicable)	RTD	RTD
Public Art	Denver/Aurora	Denver/Aurora
Emergency Phones / Call-boxes	Denver/Aurora	Denver/Aurora & RTD
Security Cameras	Denver/Aurora & RTD	Denver/Aurora & RTD
Buses	RTD	RTD

References with 2016 RTD Bus Infrastructure Design Guidelines & Criteria

While RTDs design standards are more fully developed for the highway setting, the following RTD design standards are cross-referenced in Table B-3 for the arterial street setting. RTD has additional specifications throughout the RTD guidelines document. Many of these, including those related to hazard analysis (PHA), and Threat-Vulnerability Analysis (TVA), will need to be further considered and coordinated with RTD between the current 30% design stage and the future 100% design/construction documents.

Table B-3: References to RTD Design Standards	
Ref. Section	Reference Text
3.2.2 A	BRT facilities shall be designed to accommodate RTD’s current vehicle fleet, unless otherwise directed by RTD.
3.2.2 B	BRT facilities shall be designed to accommodate support vehicles, such as tow trucks, street supervisor vans and maintenance vehicles.
3.2.2 F	Community involvement is necessary to establish a sense of place of the station in the community and to select a design for shelters, windscreens and other elements.
3.2.5 B	BRT architecture shall be shaped and detailed according to its setting and shall be conceived as a component of the civic fabric of the place. Architectural shape shall respond in scale to the local and corridor context, as well as to the micro-climate conditions of the site by providing adequate wind, rain, and solar protection. Street furniture including benches, trash receptacles, bicycle parking and information kiosks shall be coordinated with the overall site architecture.
3.2.5 C	[BRT] Architecture shall be durable, easy to maintain and cost effective.
3.2.6 E	BRT stations shall also include supporting infrastructure necessary to accommodate RTD fare collection technology (TVM, RFID, Smart CARD, etc.), public information displays (PIDs), emergency phones (E-phones), CCTV security system, parking pay stations [if applicable], and adequate lighting.
3.2.7 A	BRT Superstops are BRT stations that are located on the roadway system of the local jurisdiction, typically on arterial streets.
3.2.7 B	Superstop platforms shall be accessible in accordance with ADASAD or other more restrictive local standards.

Design Vehicles

All the BRT stations are intended to accommodate three design vehicles:

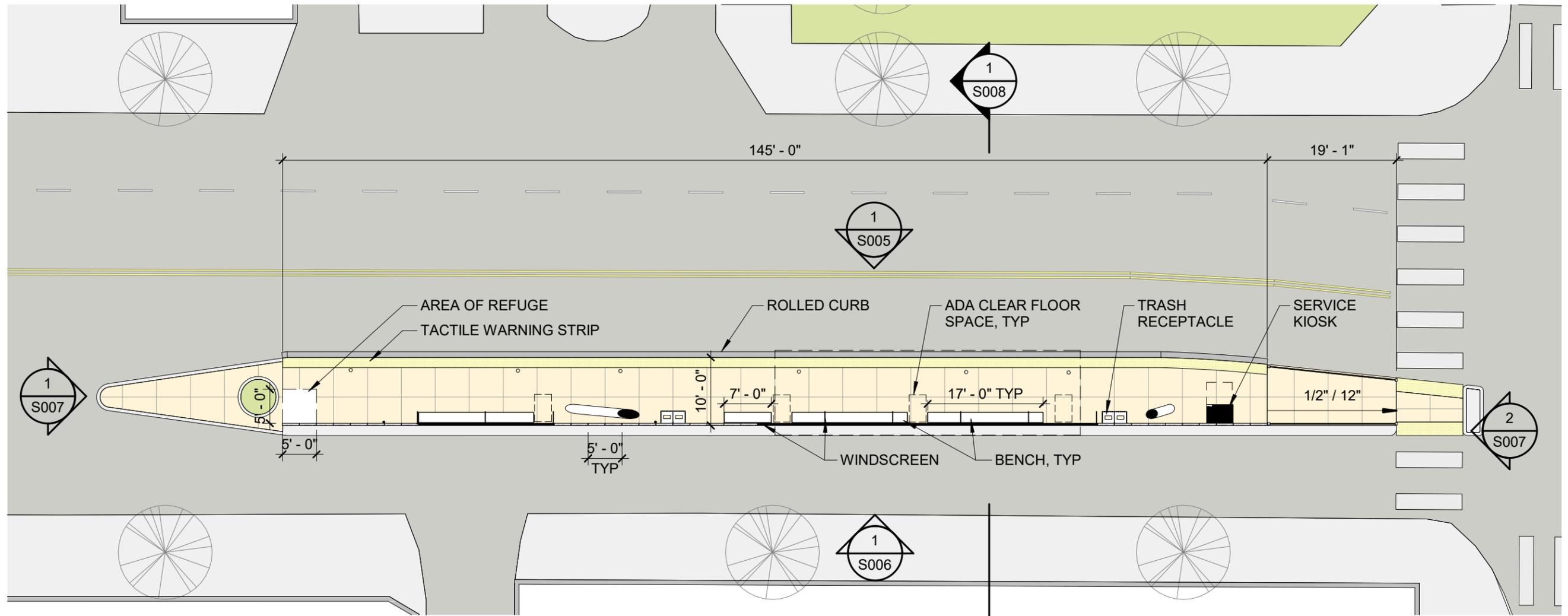
1. 60-foot articulated low-floor (14” floor height) bus with three doors (preferred is the RTD MetroRide vehicle) or two doors (base RTD articulated fleet in 2022).
2. 40-foot standard low-floor (14” floor height) bus with two doors
3. 16-passenger or larger ADA Paratransit Vehicle with 14” floor height.

The design vehicles, above, include standard wheelchair lifts/lift cassettes capable of serving standard 6-inch curbs in locations other than quick boarding BRT Arch stations.

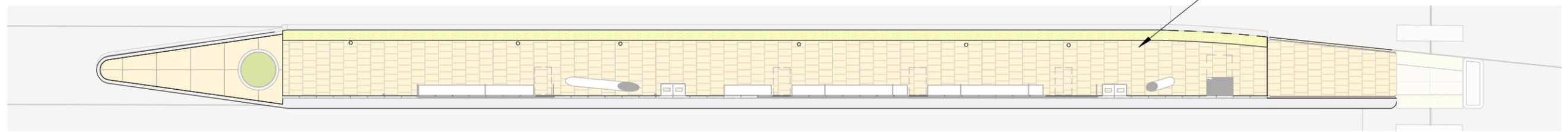
The following Table B-4 excerpts RTDs Bus Design Characteristics for the first two design vehicles noted above. RTDs Bus Design Characteristics did not include information for the third vehicle, but a typical vehicle was used to fill out the table.

Table B-4: Design Vehicle Characteristics

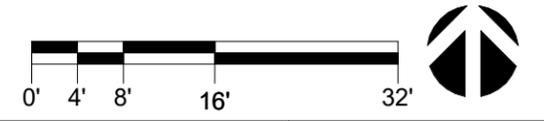
Bus Features	ADA Paratransit Vehicle¹	40' Low Floor Transit Bus²	60' Low Floor Articulated Transit Bus²
Body Width, inches	102"	102"	102"
Body Length, feet	27' 3"	40' 11.5"	60'
Wheelbase, inches, Axle 1-2	208"	279"	229.2"
Wheelbase, inches Axle 2-3	NA	NA	292.8"
Turning Radius, Outer Wheels, feet	23.8'	43.25'	44'
Height, inches	120.5"	122"	126"
Ground Clearance, inches		11.8"	10"
Axle Clearance, inches		8.5"	5.6"
Curb Weight, lbs.	6,000	28,200	39,700
Gross Vehicle Weight Rating (GVWR), lbs.	14,500	36,289	66,800
Approach Angle, degrees		9	9
Departure Angle, degrees		9	9
Seating Capacity, seats	14-16 seats +2 wheelchair positions	36	55
Ground to Step/Floor Height, inches	14.5"	14"	14"
Ground to Step/Floor Height – kneeled, inches	10.5"	10"	10"
¹ Ford E450 International UC (Diesel) Air-Chassis 5000 Transit Shuttle Bus, LF270, per Champion Bus Inc. specifications. ² RTD 2016 Bus Infrastructure Design Guidelines and Criteria, Table 3A, Section 3, page 10 of 22, except the bottom two rows from a 2018 New Flyer technical summary PDF.			



1 PLATFORM PLAN - TYPICAL CANOPY 45'
1/16" = 1'-0"



2 PLATFORM PLAN - PAVING PLAN
1/16" = 1'-0"



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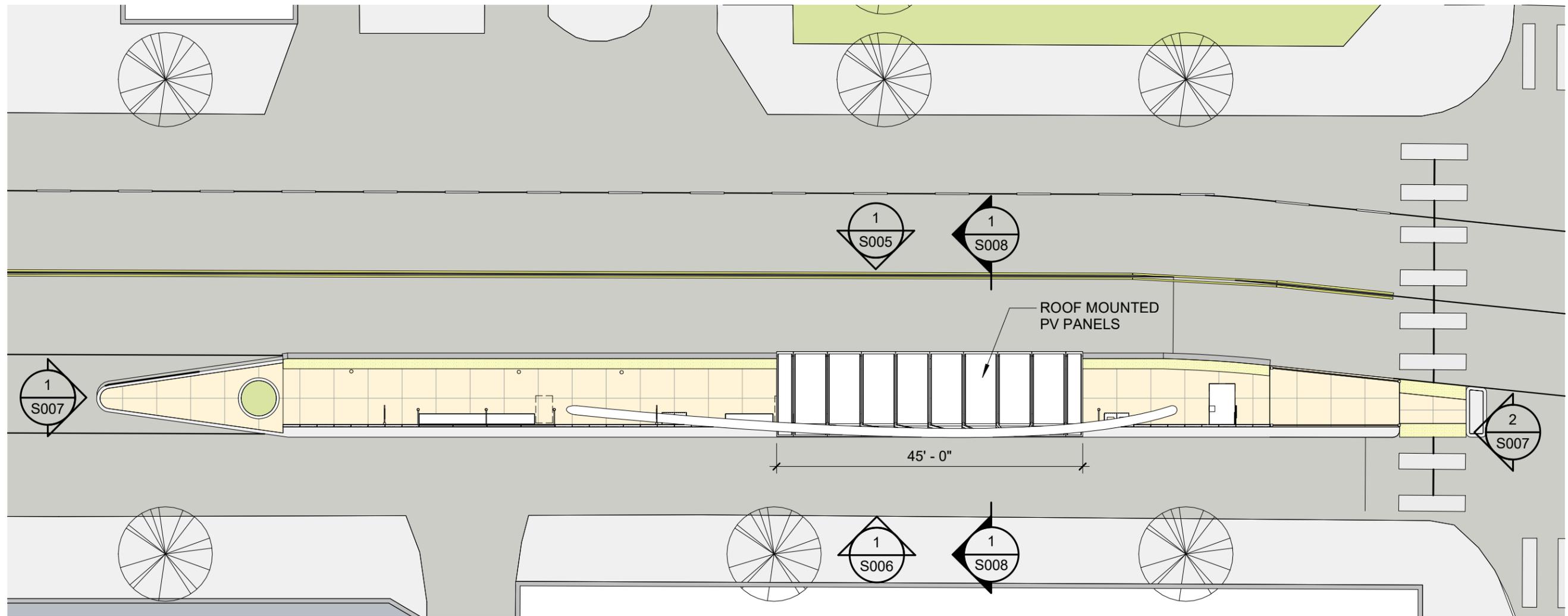
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 1900 Grant Street, Suite 1130
 Denver, CO 80203

Sheet Revisions		
Date:	Comments	Init.

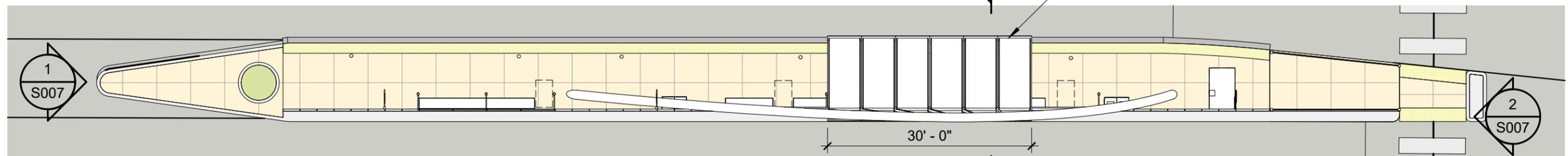


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Revised:	Designer: K.Ashby	Structure Numbers	
Void:	Detailer: M.Kutz	Sheet Subset: STATION	Sheet Number 196
		Subset Sheets: 3 of 18	

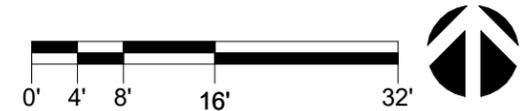
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1 PLATFORM ROOF PLAN - TYPICAL CANOPY 45'
1/16" = 1'-0"



2 PLATFORM ROOF PLAN - SMALLER CANOPY 30'
1/16" = 1'-0"



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 File Name: Colfax_BRT_Station_Sheets_S001-S034
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Sheet Revisions		
Date:	Comments	Init.



As Constructed

No Revisions:

Revised:

Void:

EAST COLFAX BRT
 TYPICAL PLATFORM - ROOF PLANS

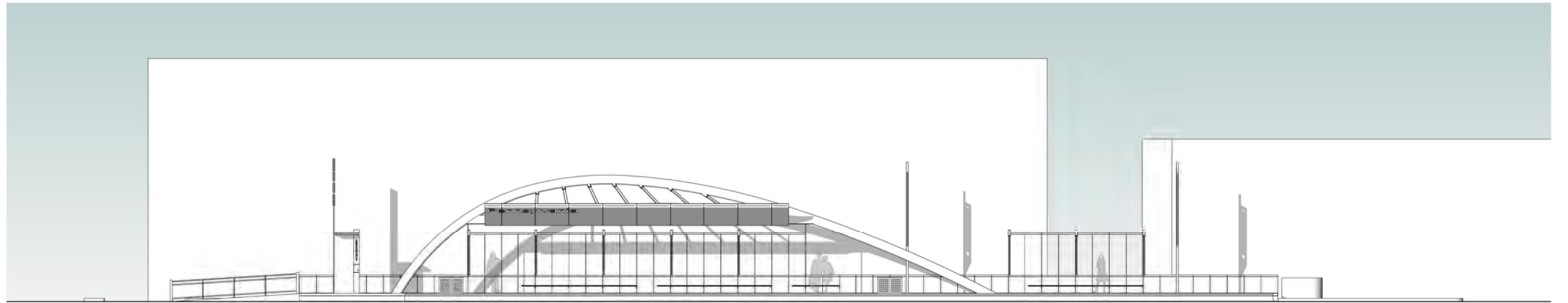
Designer: K.Ashby
 Detailer: M.Kutz
 Sheet Subset: STATION

Structure Numbers
 Subset Sheets: 4 of 18

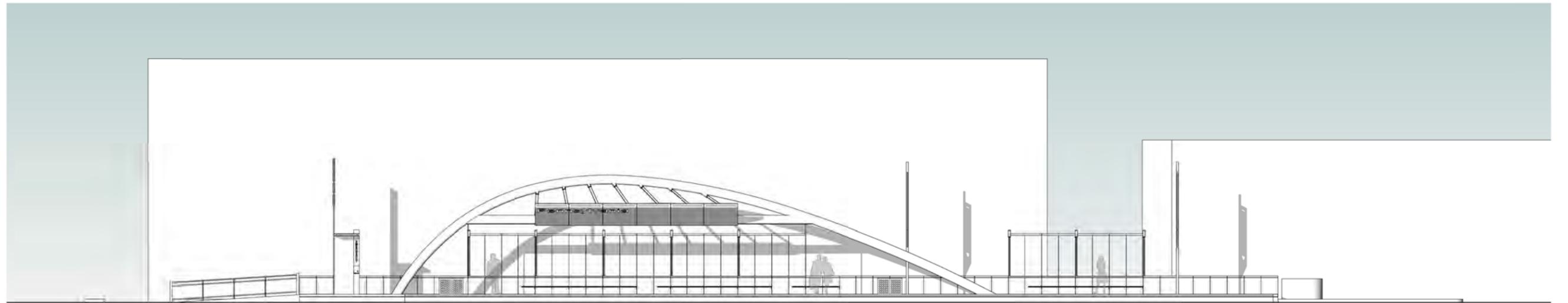
Project No./Code
 DOTI-202055954-00

Sheet Number 197

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1 NORTH ELEVATION - TYPICAL CANOPY 45'
1/16" = 1'-0"



2 NORTH ELEVATION - SMALLER CANOPY 30'
1/16" = 1'-0"



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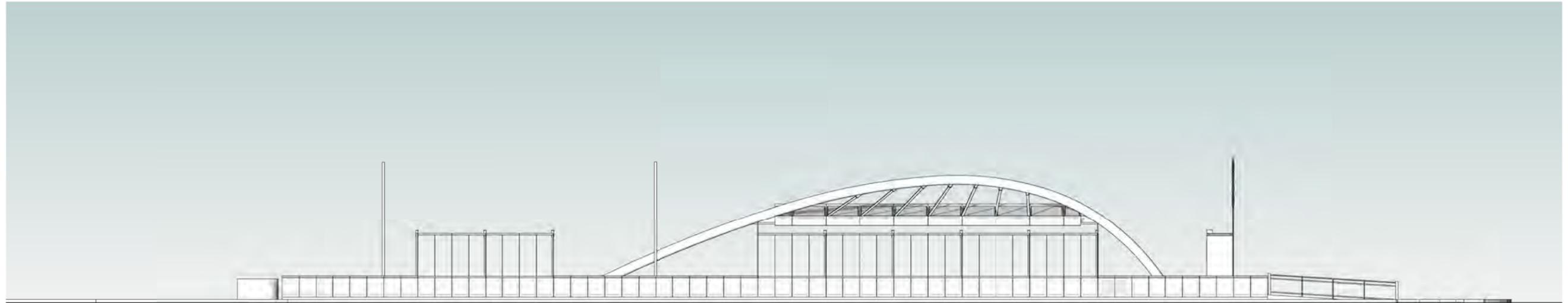
Sheet Revisions		
Date:	Comments	Init.



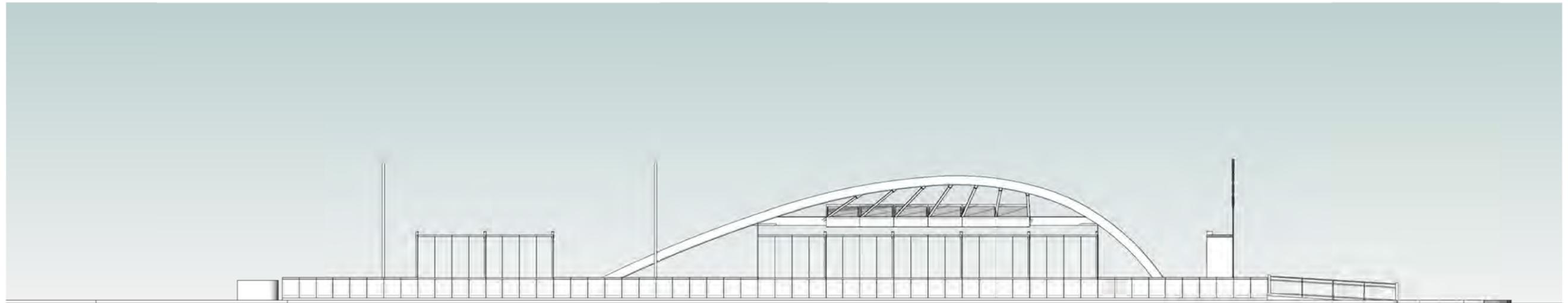
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Revised:	Detailer: M.Kutz	Subset Sheets: 5 of 18	
Void:	Sheet Subset: STATION		

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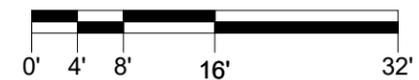
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Denver, CO 80203



1 SOUTH ELEVATION - TYPICAL CANOPY 45'
1/16" = 1'-0"



2 SOUTH ELEVATION - SMALLER CANOPY 30'
1/16" = 1'-0"



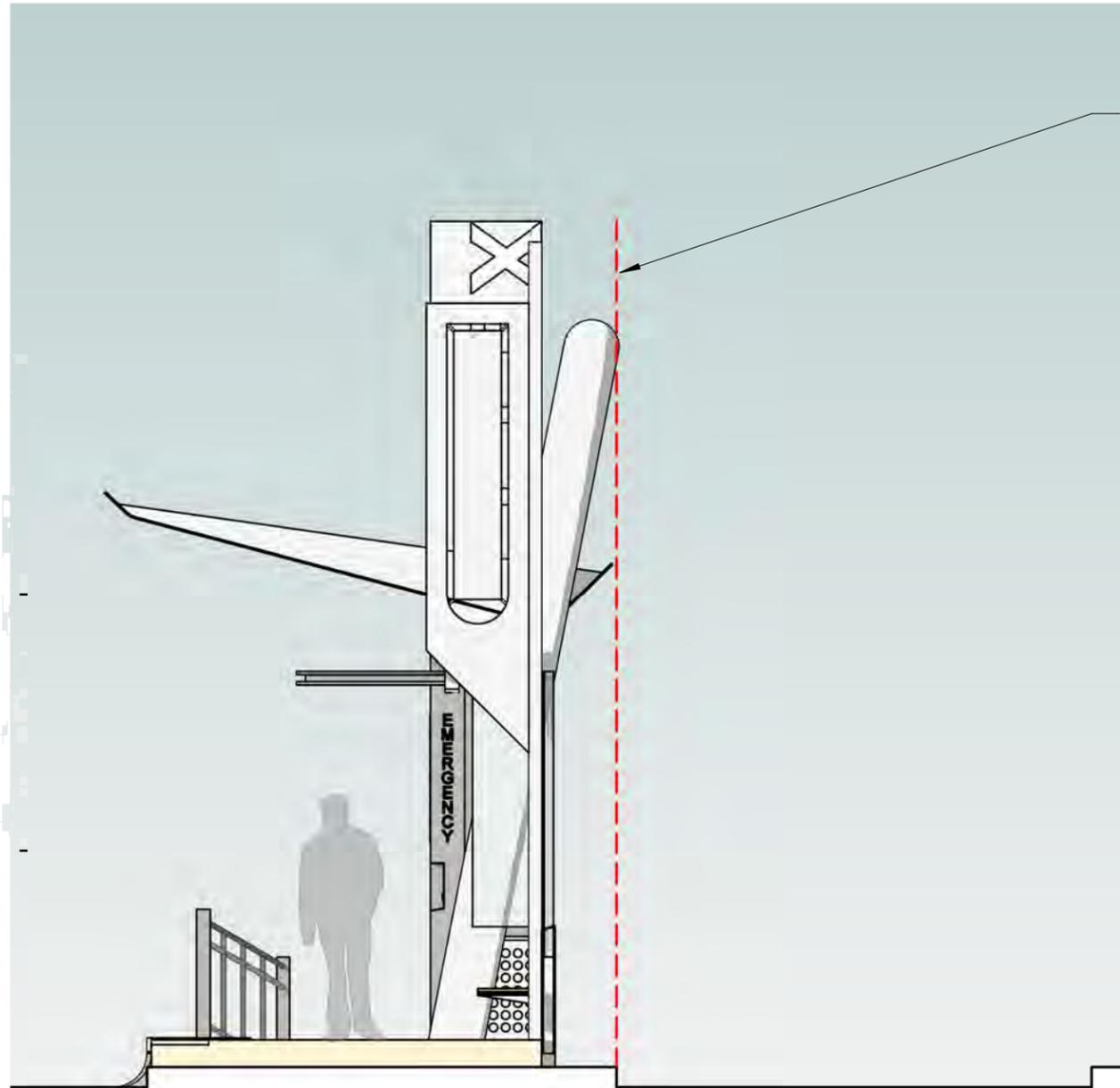
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Date:	Comments	Init.

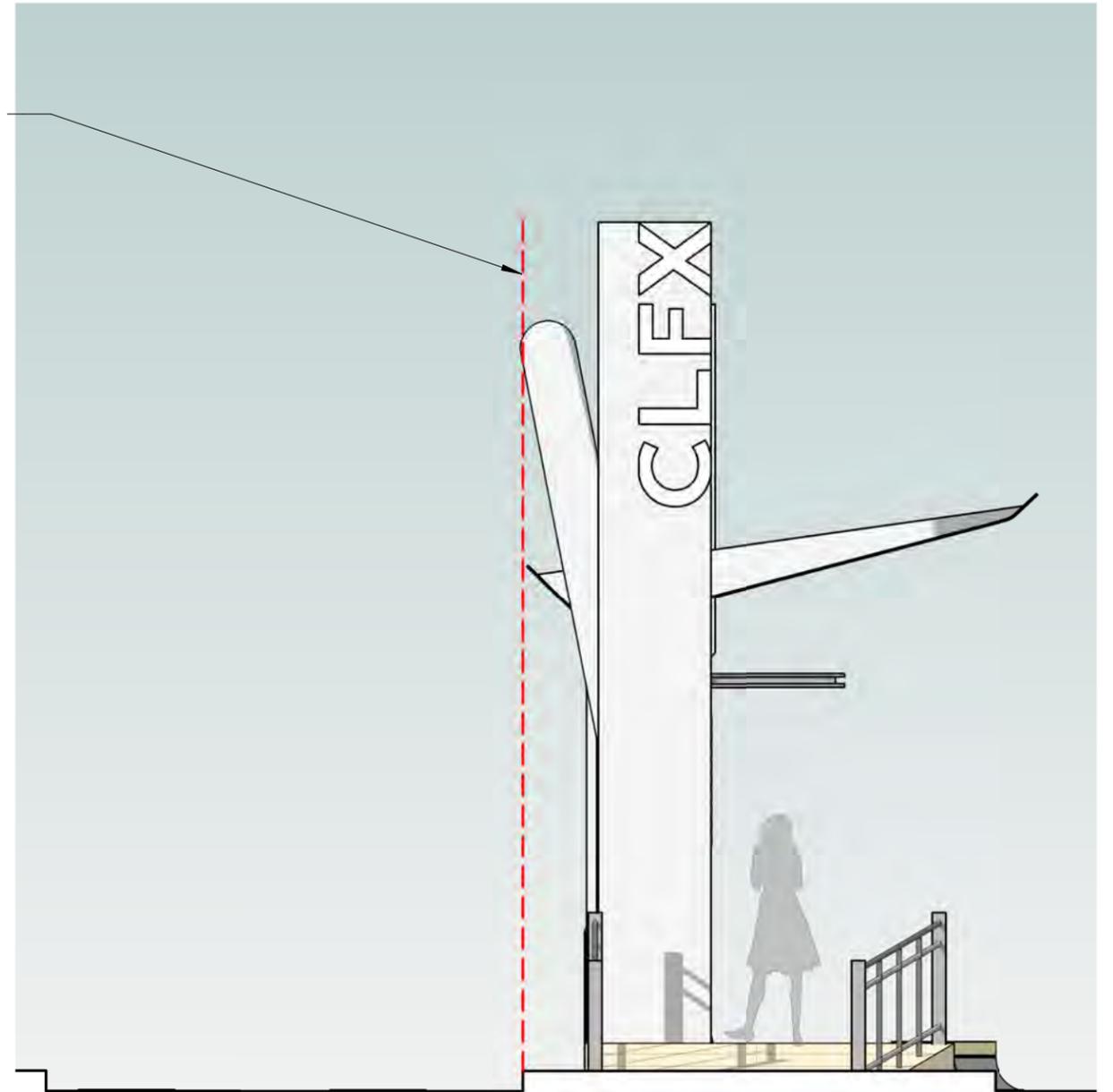


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	Designer: K.Ashby Detailer: M.Kutz	Structure Numbers Subset Sheets: 6 of 18	Sheet Number 199
	Sheet Subset: STATION		

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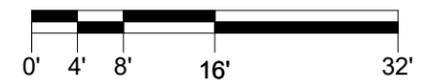


1 WEST ELEVATION - TYPICAL CANOPY
1/4" = 1'-0"



2 EAST ELEVATION - TYPICAL CANOPY
1/4" = 1'-0"

TRAFFIC LANE
BOUNDARY



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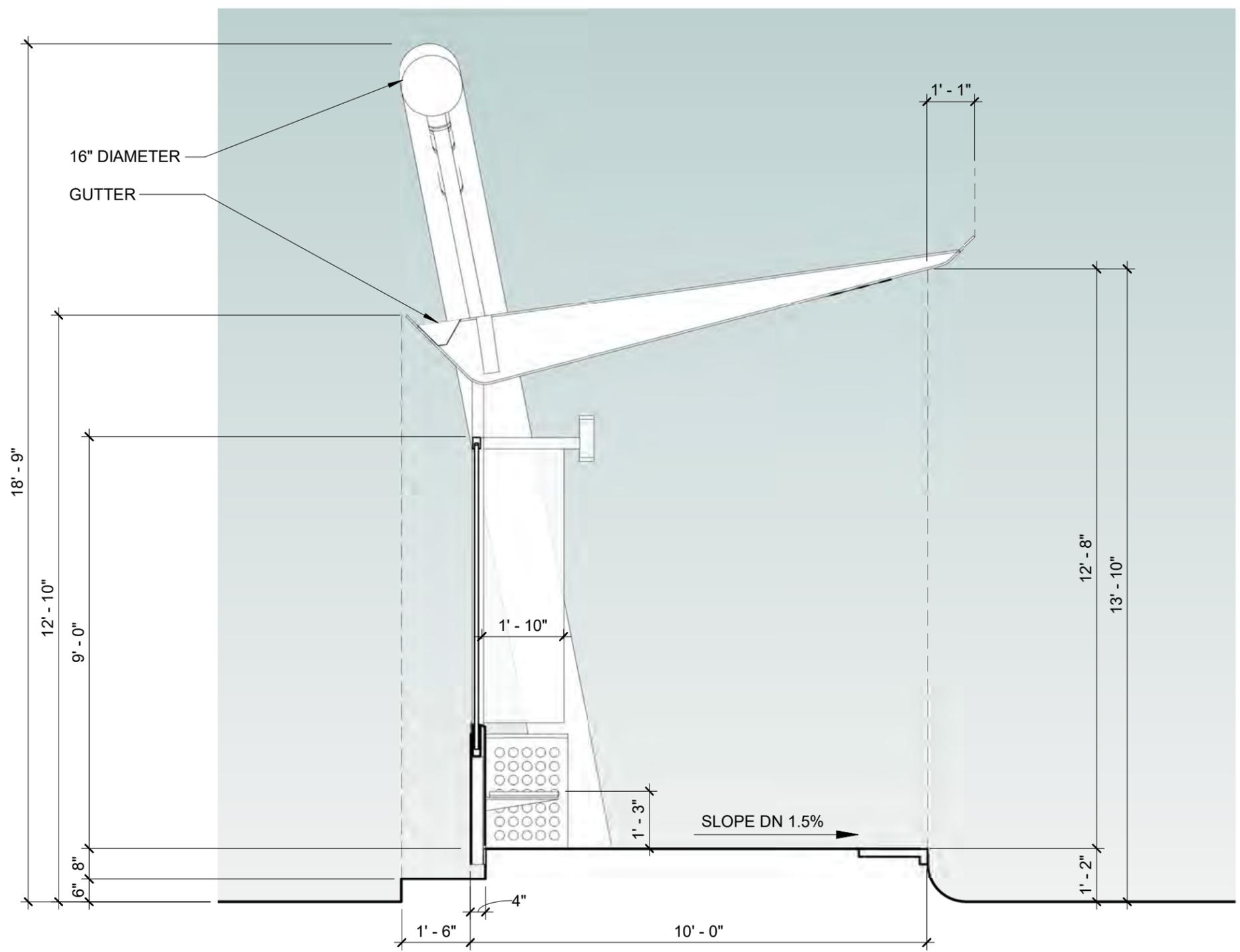
Sheet Revisions		
Date:	Comments	Init.



As Constructed	EAST COLFAX BRT TYPICAL PLATFORM - ELEVATIONS		Project No./Code
No Revisions:			DOTI-202055954-00
Revised:	Designer: K.Ashby	Structure Numbers	Sheet Number 200
Void:	Detailer: M.Kutz	Subset Sheets: 7 of 18	
Sheet Subset: STATION			

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1 SECTION - TYPICAL CANOPY
 3/8" = 1'-0"



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As Constructed	EAST COLFAX BRT		Project No./Code
	TYPICAL PLATFORM - SECTION		
	No Revisions:	Designer: K.Ashby	Structure Numbers
Revised:	Detailer: M.Kutz	Subset Sheets: 8 of 18	
Void:	Sheet Subset: STATION		

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Exhibit C
Design Services, Scope of Services and Fees

COLFAX BRT AURORA FINAL DESIGN AND NEPA CLEARANCE

Scope of Work

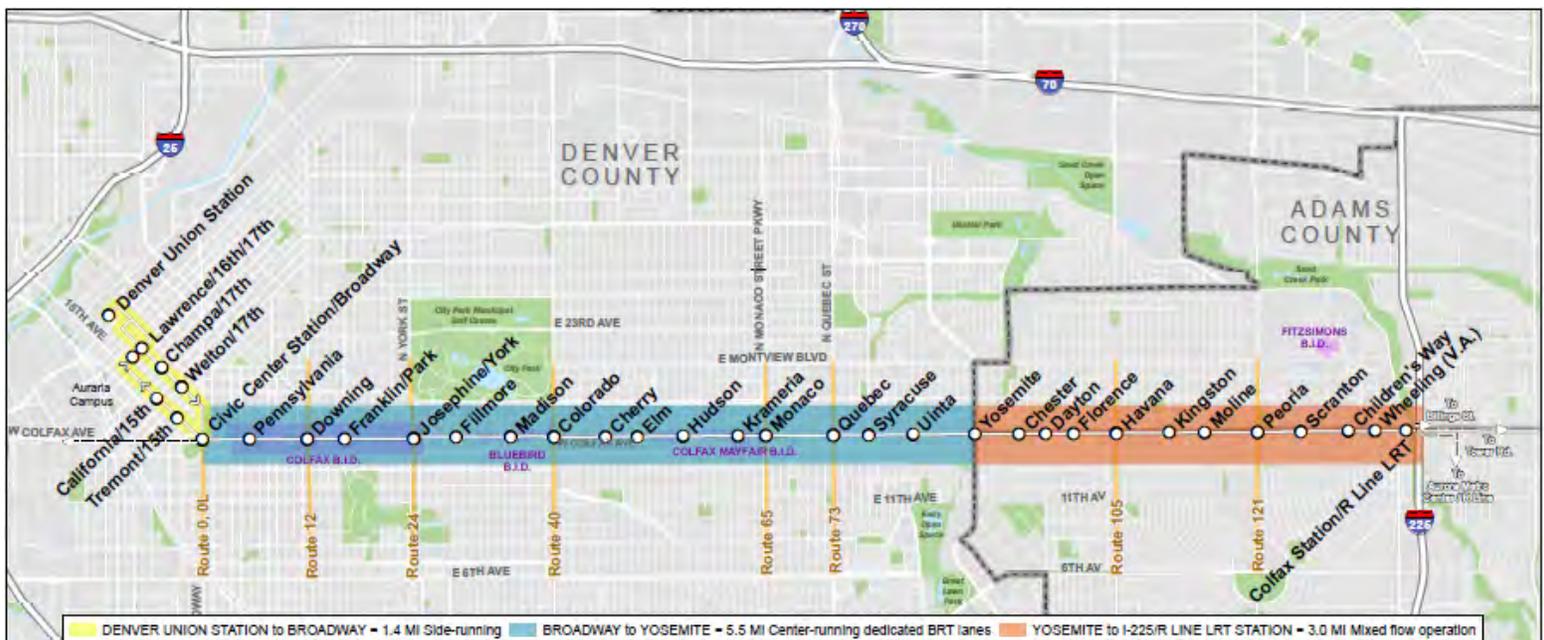
Project Background

After years of studying East Colfax Avenue and gathering substantial community input, the City and County of Denver (CCD) is currently completing preliminary engineering and National Environmental Policy Act clearance (PE/NEPA) for the center-running bus rapid transit (BRT) project from Broadway to Yosemite with a dedicated transit lane in each direction in the City and County of Denver. The project includes new and enhanced signature transit stations, service amenities, improved pedestrian and bike connections, streetscape improvements, and placemaking opportunities. West of Civic Center Station to Denver Union Station, BRT will operate in the existing side-running transit lanes along 15th and 17th Streets. East of Yosemite to I-225, BRT will operate as side-running in mixed flow traffic lanes.

The City of Aurora (Aurora) has decided to pursue design and NEPA clearance for one signature transit station/shelter, same as those to be constructed in the Denver center-running segment, at the Havana Street BRT station location. The signature station will be constructed on the curbside, where the existing enhanced 15L shelters are currently located, to maintain side-running operations through Aurora. The remaining 11 Aurora BRT stations will have the 15L enhanced shelters. Aurora has also decided to pursue design and NEPA clearance for five level boarding BRT station platforms at 3 locations:

- Moline Street – WB only (on the north side of Colfax)
- Peoria Street – EB and WB
- R Line LRT Colfax Station – EB and WB

All 12 of the Aurora BRT stations will include BRT branding elements, ticket vending machines, variable message signs with real-time schedule information and emergency telephones. Upon implementation, the project will reduce transit travel time by up to 15 minutes, increase transit ridership, provide more affordable and reliable access to over 250,000 jobs and community services along the corridor, improve pedestrian safety, and create exciting streetscape, placemaking and economic development opportunities. The complete project corridor and station locations are shown on Figure 1.



1.0 Project Management

1.1 PROJECT MANAGEMENT

The Project Management scope will align with and mirror the Project Management scope and deliverables in CCD’s final design scope included in Section 1 of Appendix A. The team and organizational structure will also remain the same as shown in Figure 2 of Appendix A.

1.2 SCHEDULE

The anticipated project delivery schedule is shown below on Figure 2. The schedule enables the inclusion of the Aurora station enhancements in the FTA Small Starts Capital Investment Grant (CIG) application in August 2023. This schedule demonstrates construction starting after FTA Small Starts CIG funding is available.

Figure 2 – Proposed Project Delivery Schedule

Activity	2021				2022				2023				2024				2025				2026			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Development (PE/NEPA)	■	■	■	■	■	■	■	■																
Letter Request and FTA Approval to Enter Project Development			■	■	■	■	■	■																
Finalize LPA and include in RTP			■	■	■	■	■	■																
NEPA Document Completion/Approval			■	■	■	■	■	■	■	■	■	■												
PE plans and cost estimate			■	■	■	■	■	■																
IGA/Funding Commitment for Design/NEPA of Aurora Station Upgrades							■	■	■	■	■	■												
PE and NEPA Clearance of Aurora Station Upgrades							■	■	■	■	■	■												
Financial Plan - draft/final			■	■	■	■	■	■	■	■	■	■												
FTA Small Starts project rating application (August 2022)							■	■	■	■	■	■												
FTA Annual Report on Funding Recommendations									■	■	■	■												
Final Design (18 - 21 months) incl. Aurora Station Upgrades							■	■	■	■	■	■	■	■	■	■								
FTA Small Starts construction grant application (August 2023)											■	■	■	■	■	■								
FTA Annual Report on Funding Recommendations													■	■	■	■								
FTA Small Starts Grant Negotiations/Approval														■	■	■								
FTA Small Starts Grant Appropriation/Availability of Funds															■	■	■	■	■	■				
Construction, Bidding, Bus acquisition, Testing (24 months)																	■	■	■	■	■	■	■	■
Revenue Operations (start in Q3 2026)																								>>>

2.0 Coordination, Communication, and Outreach

The Coordination, Communication, and Outreach scope in Aurora will align with and mirror those elements relevant to Aurora in CCD’s final design scope included in Section 2 of Appendix A.

3.0 Funding Support

The Consultant will work closely with Aurora, CCD, OR, and RTD to ensure sufficient funding is identified to support the capital and operations and maintenance (O&M) costs of the project. This will include available federal, state, and local funding sources. This effort is specific to the Aurora station improvements, and will align with Section 4 of Appendix A.

4.0 NEPA Evaluation

The NEPA Categorical Exclusion (CatEx) process is underway for the project definition that included only enhanced 15L shelters at the BRT station locations in Aurora. For the most part, the study area for resource evaluation has included Civic Center (Broadway) to I-225; however, capital improvements have only been focused on the Broadway to Yosemite segment prior to Aurora’s decision to pursue capital improvements in the Yosemite to I-225 segment.

4.1 TECHNICAL RESOURCE EVALAUTIONS

The Consultant has created an Existing Conditions summary of mapping and narrative by resource to help inform the project definition process and to identify resources that may be impacted by the BRT project. For reference, the resources in the table below were identified as key resources of concern in previous studies and which may require additional investigations and updating of findings to include the station Capital Improvements in Aurora. All resources identified by FTA as required for NEPA analysis were evaluated to dismiss (if not present within the study area or clearly not affected by the project either directly or indirectly) or to carry forward for more detailed investigation. Coordination with resource agencies has been fundamental to confirm the analysis approach, issue areas, and level of mitigation if warranted.

Historic resources known to be present within the study area require substantial coordination with the State Historic Preservation Office (SHPO) to evaluate and clear through the federal Section 106 process. The Consultant will update the SHPO on the planned station improvements in Aurora and identification of potential properties within the Area of Potential Effects (APE) that are eligible or potentially eligible for the National Historic Register. The Consultant will map assessor data along the corridor and rank potentially eligible properties by low, medium and high potential to be affected to help inform design decisions. In addition, the following list of key environmental resource evaluations will be conducted and updated as needed relevant to the Aurora station improvements.

Key Environmental Resource Evaluations to be Updated

Air	Project-level Greenhouse Gas Emissions
Noise	Prior noise assessment identified potential for moderate impact
Visual	Visual quality
Historic	APE established in 2021 for internal use and included Compass Database search for APE, historic context discussion, identification of parcels with structures older than 45 years, and photographs of potentially eligible features. Auto-eligibility approach assumes properties are eligible one parcel deep off the corridor.
Parks/ Recreation	Facilities mapped and potential impacts identified.
Hazardous Materials	A database review and limited field reconnaissance survey were completed and will be updated.
Biological Resources	The only biological resource impacts have included several tree removals. These resources will be evaluated where station improvements are taking place in Aurora.

4.2 ENVIRONMENTAL CONSEQUENCES

The environmental consequences of each resource will be evaluated and updated in technical resource memos for each respective resource. All analyses and materials previously developed will be included in the documentation.

4.3 ENVIRONMENTAL DOCUMENT INCLUDING MITIGATION PLAN AND FTA REVIEWS AS LEAD AGENCY

Based on the previous analyses and studies, the Consultant will prepare a list of all impacts and develop an appropriate mitigation plan, along with next steps, to complete FTA approval of the NEPA CatEx process. This will include Draft and Final Documented CatEx documents with appropriate review periods by all parties and the general public, as well as the Administrative Record. The Consultant has a process by which to organize documents within one shared file structure so that it is organized efficiently through the process. This will include a system for “Draft” and “Final” versions per administrative record guidance and coordinate FTA review/approval.

NEPA deliverables will align with those included in Appendix A.

5.0 RTD Coordination

The Consultant will continue to coordinate with RTD as project sponsor in all aspects of the project throughout final design and construction, including coordination with FTA as described in Task 3. This will include coordination with: RTD design staff in the final design development of the BRT stations; RTD operations staff in the final design completion of the service plan; RTD modeling staff in the final STOPS model runs to obtain the required data/information for the Small Starts grant application templates; and RTD finance staff in the final design development of the required financial information. The Consultant will also assist the Owner’s Rep, CCD and RTD in the FTA negotiations for the CIG and assist in the grant pre-award activities associated with ROW acquisition and utility coordination. Aurora station improvements will be included in RTD coordination and FTA negotiations.

6.0 Engineering

For the 12 Aurora BRT stations, the Consultant will develop a preliminary design (30%) to assist with the NEPA clearance effort. The Aurora design will then be progressed from 30% design to Final design in parallel with CCD’s Final Design scope of work. The Consultant will complete the design and engineering tasks in compliance with the standards listed below. RTD standards will be followed for all shelter and bus stop-related design items. When Aurora roadway/civil design requirements are not published, CDOT design criteria will be applied.

- City of Aurora Roadway Design and Construction Specifications (2016)
- RTD Bus Infrastructure Standard Drawings (2016)
- RTD Bus Infrastructure Design Guidelines and Criteria (2016)
- CDOT Roadway Design Guide (2018)
- CDOT M&S Standards (2019)
- ADA Standards for Accessible Design (2010)
- AASHTO Policy on Geometric Design of Highways and Streets (The Green Book)
- AASHTO Roadside Design Guide (RDG)
- Manual on Uniform Traffic Control Devices (MUTCD)

6.1 COLLABORATION WITH CMGC

The Consultant will work in conjunction with the CMGC to collaborate on innovation, constructability, schedule, and risk throughout the duration of the project, as well as follow the CMGC process. The Consultant will partner with an integrated design team that will consist of Aurora, CCD, the OR, the CMGC, and an independent cost estimator (ICE). The Consultant will provide input on schedule, phasing, constructability, and project cost throughout the preconstruction phase of the project. Additionally, the Consultant will collaborate with the CMGC to identify best practices to protect the safety of the traveling public and reduce construction duration to minimize impacts and reduce project costs.

The Consultant will participate in a project Partnering Workshop shortly after Notice to Proceed (NTP) for the CMGC (shortly after the conclusion of the PE/NEPA phase). This workshop will be facilitated by CCD and will include the following items:

- Introduce the project and project team (including Aurora, CCD, OR, Consultant, CMGC, and Stakeholder team members). Emphasize the benefits of team building and partnering through CMGC project delivery.
- Review project status, goals, funding status, preliminary design, risk items, and schedule.
- Discuss design and construction innovations, construction phasing, and risk mitigation. Establish an interactive and collaborative process that will promote innovation and generate value for the project.
- Confirm necessary project coordination, outreach, stakeholder, and review meetings. Discussion to include identifying attendees and frequency. Schedule Design and Construction Innovation Workshop.

6.1.1 Preliminary Design Review and Risk Assessment

The Consultant will coordinate with the CMGC to review the preliminary design and identify opportunities to optimize project components. The Consultant will provide all supporting documents including but not limited to preliminary design plans, specifications, cost estimates, environmental documentation, right-of-way information, and stakeholder coordination documentation.

The Consultant will work with the CMGC to maximize overall value of the project by providing quality design while reducing overall cost and minimizing risk. Risk assessment and management will be a continual process throughout the preconstruction and construction stages. The CMGC will schedule a Risk Assessment and Management workshop early in the preconstruction phase. The Consultant will participate in this meeting and share risk management activities from the preliminary design phase. The Consultant will attend risk management meetings, facilitated by the CMGC, and support the following risk responsibilities:

- Participate in risk management discussions to identify risks, quantify probabilities, quantify impacts, develop mitigation strategies, and assign risk responsibility.
- Collaborate with the project team to review/update the Risk Management Plan as appropriate.
- Provide updates to the Risk Matrix throughout the project.

6.1.2 Constructability/Innovation/Construction Phasing

After the Consultant and CMGC have reviewed the project design and initially assessed project risks, the project team will participate in a two-day Design and Construction Innovation Workshop. The workshop will be co-facilitated by CCD, the Consultant, and the CMGC. Key objectives include:

- Evaluate the preliminary design and discuss CMGC innovations and design refinements.
- Implement a Value Engineering process to identify design and construction efficiencies.
- Incorporate Stakeholder input.
- Move forward with the Preferred Build Alternative identified in the PE/NEPA phase.
- Review constructability of the project, business access, and develop a construction phasing plan. Considerations will include:
 - Business access
 - Transit and multimodal access
 - ADA access
 - Impacts on traffic on adjacent streets from construction detours and activities
 - Safety to the general public
 - Coordination with other projects
- Confirm Preferred Build Alternative meets project objectives (including budget and schedule) and satisfies project goals.

6.1.3 Establish Design and Construction Schedule

The Consultant will develop an initial design and construction schedule that includes NEPA, design, funding, cost estimating, and construction activities. After award of the CMGC, the Consultant will coordinate with the CMGC to further refine the project schedule. The CMGC will assume ownership of the schedule prior to 30% design completion. The CMGC will collaborate with Aurora, CCD and the Consultant and include the following items in the project schedule:

- Project management activities including Partnering Workshop, Design and Construction Innovation Workshop, coordination meetings, risk management, and quality management
- Preconstruction activities including design, stakeholder coordination, public information, NEPA, funding, operations and service planning, and field reconnaissance.
- Quantity calculations, cost estimates, independent cost estimates, and pricing negotiations for construction packages.
- Procurement for long-lead construction items.
- Construction schedule including early construction and phasing packages.

6.1.4 Identify Design Packages for Construction

The Consultant will collaborate with the CMGC to identify construction packages and sequencing that benefit the project. Benefits to the project include:

- Minimize impacts to businesses, adjacent neighborhoods, and the traveling public
- Accelerate construction schedule
- Decrease construction cost

6.2 DESIGN WORK ITEMS

6.2.1 Survey

The City and County of Denver will provide the aerial imagery prepared in the Denver preliminary design phase. The aerial imagery covers the entire project limits, from I-25 to I-225 (two blocks north and two blocks south of Colfax Avenue).

Conventional ground survey will be provided by Aurora at locations where there will be new enhanced 15L shelters relocated from Denver and at the proposed Aurora curbside elevated platform locations.

6.2.2 Geotechnical and Pavement Design

Subsurface Investigation

The Consultant will conduct a pavement subsurface investigation at the following 7 Aurora station platform locations where level boarding is proposed and roadway paving could be anticipated: Havana Street EB and WB, Moline Street WB, Peoria Street EB and WB, R Line LRT Colfax Station EB and WB. At the Havana Street station, where signature shelters are proposed, 2 geotechnical boreholes at each platform will be provided. Subsurface investigations will describe subsurface conditions and adequately delineate major changes in subsurface conditions. Subsurface investigations for structures shall be completed in accordance with AASHTO guidelines at all structure locations.

The Consultant shall assume the following:

- Lane closure times within CDOT right-of-way shall correspond to CDOT's Region 1 Lane Closure Policy for highway US 40C (9:00 AM to 3:00 PM and 6 PM to 6AM from Broadway to Grant and 9:00 AM to 1:00 PM and 7 PM to 6AM from Grant to Yosemite).
- A total number of 4 station and platform geotechnical borings with depths varying between 15 and 25 feet and up to 10 additional borings drilled to a depth of 5 feet for the pavement design.
- Groundwater will be measured during drilling. No monitoring wells or piezometers are required.
- All subsurface explorations will be located on CDOT or the City of County of Denver right-of-way. Right of entry onto the private property is not required.
- Cuttings and groundwater generated during drilling are not contaminated, are non-hazardous, and will not require disposal as hazardous materials. All cutting shall be removed from the site at upon traffic opening.
- Borings in the roadway will be backfilled and repaired according to the CDOT right of way permits.
- Potholing will not be completed by the geotechnical subconsultant.

Laboratory Testing

The field boring logs will be analyzed to select bulk and undisturbed samples for laboratory testing. Testing shall be conducted on representative samples to adequately describe the subsurface conditions and to identify potential problems which may exist. Results of the laboratory tests, together with the field boring data, will be used for engineering analyses. The following laboratory tests are envisioned:

- In-place moisture and density (for earthwork)
- Atterberg limits (plasticity of cohesive soils)
- Grain size distribution (soil classification and earthwork)
- Swell/Collapse (foundation/pavement settlement)
- Soil corrosivity/Sulfate Content (foundations/pavement)
- Moisture density relationship (earthwork)
- R-Value (pavement design)

All tests will be conducted in general accordance American Standard Test Methods (ASTM) or American Association of State Highway and Transportation Officials (AASHTO) methods.

Pavement Design

Pavement material shall comply with CDOT Standard Specifications for Road and Bridge Construction. All concrete supplied to the Project shall be Designed for Class 2, Severity of Sulfate Exposure, unless field testing indicates a greater sulfate resistance is required.

Pavement designs for all pavements for the project will use Version 2.3.1 of the AASHTOWare Pavement Mechanistic-Empirical Design software (M-E Design software). The pavement designs shall utilize the Colorado-specific calibration factors. Material properties of the pavement, aggregate base course, and subgrade shall be in accordance with the CDOT M-E Pavement Design Manual and utilize Level 1 or Level 2 design parameters. Level 3 design parameters shall not be used without specific written Acceptance from the Aurora. Typical CDOT Hot Mix Asphalt Pavement (HMAP) and Portland Cement Concrete Pavement (PCCP) mixes from the CDOT material database shall be used in all M-E Design analyses.

Pavement designs shall follow the recommendations set forth in the 2021 CDOT M-E Pavement Design Manual and the CDOT M-E Pavement Design Manual 2021 Addendum, unless otherwise specified.

Flexible pavements shall be designed for a 20-year design life; rigid pavements shall be designed for a 30-year design life. Flexible overlay of existing pavements shall be designed for a minimum 10-year design life. All pavement designs shall utilize a base year of 2023 and a Reliability of 95%. Calculated flexible pavement design thicknesses shall be rounded up to the nearest ½ inch. Calculated rigid pavement design thickness shall incorporate an extra ¼-inch to accommodate future grinding and then be rounded up to the nearest ½ inch.

All pavements shall be underlain by at least six inches of aggregate base course (ABC) Class 6. ABC shall have a minimum R-Value of 78. Composite hot mix asphalt over ABC utilizing the structural component of the ABC will be considered, based on swell and other factors. Any pavement underlain by aggregate base course and subgrade soil which classifies as A-6 or A-7-6 shall have a layer of separation geotextile between the subgrade and ABC.

Pavement designs shall be submitted to Aurora for approval. Construction of paved surfaces shall not commence until the pavement design has been reviewed and approved by Aurora.

The lift breakdown for flexible pavements shall follow the guidelines established in Table 3.7 of the 2021 CDOT Pavement Design Guide. The thickness of each overlying lift shall be equal to or less than the thickness of the lift directly below.

Rigid pavement Designs, consisting of PCCP, shall be doweled and tied per CDOT M-412 unless otherwise specified by Aurora. The Consultant shall prepare a pavement jointing plan per CDOT M-412, the 2021 CDOT Pavement Design Manual, and industry best practices. The jointing plan shall be submitted to Aurora for Approval.

Pavement Design Report for all pavements, including temporary pavements, shall be submitted to Aurora for Approval. The report shall include the following:

- The proposed typical pavement sections;
- Geotechnical data and geotechnical Design assumptions;
- Material property assumptions;
- Input and output from the AASHTOWare @ pavement M-E Design software; and
- All traffic counts/calculations and assumptions used to determine the proper traffic data that was used.

The pavement design Consultant scope of work shall exclude a life cycle cost analysis and performing a traffic study or traffic counts.

Analysis and Reporting

- A Geotechnical and Pavement Investigation and Design Report shall be prepared for the Project summarizing all subsurface investigations performed. The report shall provide a comprehensive written description of all the subsurface investigations and Laboratory testing completed, final boring logs, description of subsurface conditions, engineering recommendations, and Construction considerations. The data generated during the subsurface investigation will be analyzed by a geotechnical engineer in developing geotechnical engineering recommendations the proposed bus stations, new pavements, and rehabilitation of existing pavements. Draft versions of the report deliverable will be provided to the design team, CCD, Aurora, and CDOT for review. Once comments are addressed, the report shall be sealed and signed by a Professional Engineer licensed in the State of Colorado. In addition, the Consultant shall provide geology sheets for stations and typical pavement section detail plan sheets to be included with the 30%, 90%, and Final design plans.

6.2.3 Utilities

Subsurface Utility Engineering (SUE)

The Consultant will conduct relevant Subsurface Utility Engineering (SUE), subsurface asset mapping, exploratory utility excavations, utility design, and utility coordination. The Consultant’s responsibilities are as described below:

This project requires SUE under the requirements of CRS 9-1.5. The Consultant will perform SUE services in accordance with CRS 9-1.5 and the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “*Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*”. The Quality Levels (QL) established in ASCE 38 are as follows:

QL	ASCE 38-02 Description
D	Information derived from existing records or oral recollections.
C	Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
B	Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

A	<p>Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.</p>
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The Consultant will perform Quality Level B (QL-B) investigations at the 12 Aurora station locations. The Consultant will deliver SUE drawings and existing utility plans based on Quality Level B, C, and D methods of utility investigation. The QL-B investigation and depiction focuses on proposed station locations, where full-depth reconstruction and excavation requires more detailed utility information.

The Consultant will perform Quality Level A (QL-A) exploratory utility excavations to determine the precise horizontal and vertical position of utilities at identified potential conflicts. It is anticipated that approximately 50 test holes within the Aurora project limits. Test hole locations will be coordinated with the design team and CM/GC.

The Consultant will:

- Assist in determining utility conflicts where QL-A information is required
- Acquire requisite permits for excavation within the ROW
- Excavate utilities at identified locations and survey the horizontal and vertical positioning for incorporation into SUE plans
- Develop a test hole summary table and incorporate test hole locations into Utility Plans.
- Support the development of utility cross sections, drainage profiles, landscape and irrigation plans, and CDOT’s signal and lighting plans by evaluating SUE deliverables with both vertical and horizontal positioning to avoid construction conflicts.
- Deliver stamped SUE drawings and associated CADD files

Utility Relocation Plans:

To accommodate the proposed improvements, the Consultant will coordinate with public and private utilities to facilitate utility relocations. Additionally, the Consultant will develop as needed relocation design for Aurora-owned utilities, including water and sanitary sewer. Plans will be produced according to Aurora requirements and will include the following drawings: title sheet, utility notes, plan, profile, and special utility details.

Utility Coordination

The Consultant will:

- Act as liaison between Aurora and the utility companies during design as it pertains to information, scheduling, coordination and documents
- Coordinate scoping meetings with all utility providers
- Obtain GIS information from utility providers
- Request utility maps and easements from utility companies
- Conduct a review of utility information and share findings with Aurora
- Request franchise agreements from the local agencies. Determine responsible party for cost implications.
- Request any secondary utility provider feeds, laterals, services and other attachments to the main utility provider’s facility
- Work with surveyor and Aurora to confirm information is adjusted and matches project datum
- Coordinate with individual utility companies to convey and jointly resolve conflicts. Document findings in utility relocation plans, utility special provisions, and agreement letters.

30% Utility Coordination

- Send copies of 30% plans to utility companies to request verification of existing and proposed utility locations shown on the plans per Colorado Subsurface Utility Law (CRS 9-1.5) Quality Level D.
- Identify utility conflicts and potential relocations.
- Before the 30% comment review meeting, meet with up to 10 of the affected utility companies that will be impacted by the project including Lumen, Comcast, Xcel Energy, Crown Castle, Level 3, MCI/Verizon, Windstream/Paetec, and Zayo. The meetings will review of their facilities and potential conflicts; determine how the conflicts should be resolved; and determine who is financially responsible for work required to resolve the conflict. (note coordination will be held with all affected companies after 30% submittal).
- A “Memorandum of Design – Utilities” (utility conflict matrix) will be prepared to include a list of locations where conflicts exist between utilities and proposed roadway construction and where utility facilities will need to be relocated.
- Preliminary (Draft) Utility Agreement Letters will be prepared for each affected utility owner.

90% Final Utility Coordination:

Once the additional services for utility test holes are performed (soon after the 30% submittal and the conflict locations are verified per Colorado Subsurface Utility Law (CRS 9-1.5) Quality Level B, Contractor will conduct a group Utility Coordination Meeting. All affected utility companies shall be invited to the meeting. The purposes of the meeting will be to:

- Review conflicts
- Confirm how the conflicts should be resolved
- Confirm who is financially responsible for work required to resolve the conflict
- Confirm which portions of the work will be performed by Utility Company versus CMGC forces
- Confirm the duration or expected completion date of the utility work and the advance notification time requirements.
- Confirm property rights and/or existing easements of utility owners

Additional final utility coordination services include:

- Conduct field reviews or one-on-one meetings with utility owners, up to 10 assumed utility owners
- Submit clearance letters on DOTI letterhead to the utility companies requesting their signature and return of the letters
- Prepare a utility project special provision specifications (specifications based on CDOT Standard Specifications for Road and Bridge Construction, latest version) listing all utility owners adjacent to the Project and the provisions of the “Utility Agreement Letters”

90% Utility Owner “As Construction” Relocation Plans:

- Incorporate utility owner relocation from CMGC survey data into proposed design files to assure compatibility with project elements

Post Design Services

- Progress and safety construction meetings
- Periodic field visits as requested by Aurora to provide assistance during utility relocations
- Respond to questions and Requests for Information (RFIs)
- Review water and sanitary sewer shop drawings and other submittals
- Assistance with design revisions and plan revisions (DCN’s)

6.2.4 Roadway Design

30% Design (Preliminary)

The Consultant will:

- Develop alignments, toes of slope and pertinent design features, including permanent and temporary impacts
- Plot/develop all required information on the plans in accordance with project plan production standards previously coordinated with Aurora
- Produce a 3-dimensional design model

- Produce layouts in the plans for roadside items including but not limited to, curb and gutter, sidewalks, curb ramps, platform walkways, and driveways
- Deliver a preliminary plan submittal with the following roadway plans:
 - Title Sheet
 - Standard Plans List
 - Abbreviations and Symbols
 - General Notes
 - Typical Sections
 - Roadway Plans
 - Roadway Profiles
- Produce quantities and specifications

60% Design

The Consultant will:

- Develop alignments, toes of slope and pertinent design features, including permanent and temporary impacts
- Plot/develop all required information on the plans in accordance with project plan production standards previously coordinated with Aurora
- Produce a 3-dimensional design model
- Produce layouts in the plans for roadside items including but not limited to, curb and gutter, sidewalks, curb ramps, platform walkways, and driveways
- Deliver a preliminary plan submittal with the following roadway plans:
 - Title Sheet
 - Standard Plans List
 - Abbreviations and Symbols
 - General Notes
 - Typical Sections
 - Roadway Plans
 - Roadway Profiles
 - Cross Sections
- Produce quantities and specifications

90% Design

The Consultant will:

- Track design decisions and variances
- Respond to and address 30% review comments
- Revise roadway design plans incorporating all stakeholder input
- Finalize alignments, toes of slope and pertinent design features, including permanent and temporary impacts
- Plot/develop all required information on the plans in accordance with all applicable Aurora policies and procedures
- Finalize a 3-dimensional design model
- Finalize layouts in the plans for roadside items including but not limited to, curb and gutter, sidewalks, curb ramps, platform walkways, and driveways
- Finalize coordination of the roadside items with the Storm Water Management Plan (SWMP)
- Deliver a final plan submittal with the following roadway plans:
 - Title Sheet
 - Standard Plans List
 - Abbreviations and Symbols
 - General Notes

- Typical Sections
- Summary of Approximate Quantities
- Quantity Tabulations
- Removal Plans
- Geometric Layout
- Roadway Plans
- Roadway Profiles
- Intersection Details
- Curb Return Details
- Driveway Details
- Special Roadway Details
- Cross Sections
- Produce quantities and specifications

Final Design

The Consultant will:

- Finalize design decisions and variances
- Respond to and address 90% review comments
- Revise final roadway design plans incorporating all stakeholder input
- Finalize alignments, toes of slope and pertinent design features, including permanent and temporary impacts
- Plot/develop all required information on the plans in accordance with all applicable Aurora policies and procedures
- Finalize a 3-dimensional design model
- Finalize layouts in the plans for roadside items including but not limited to, curb and gutter, sidewalks, curb ramps, platform walkways, and driveways
- Finalize coordination of the roadside items with the Storm Water Management Plan (SWMP)
- Deliver a final plan submittal with the following roadway plans (sheets will be 22x34 inches):
 - Title Sheet
 - Standard Plans List
 - Abbreviations and Symbols
 - General Notes
 - Typical Sections
 - Summary of Approximate Quantities
 - Quantity Tabulations
 - Removal Plans
 - Geometric Layout
 - Roadway Plans
 - Roadway Profiles
 - Intersection Details
 - Curb Return Details
 - Driveway Details
 - Special Roadway Details
 - Cross Sections
- Produce final quantities and specifications

6.2.5 Construction Phasing

The Consultant will collaborate with the CMGC to develop a construction phasing plan that integrates the construction of all project work elements into a practical and feasible sequence. The design team will produce plan sheets with the

following information: phasing descriptions and notes, schematic phasing plan, proposed construction cross sections for each phase, descriptions of proposed detours, short term closure requirements, and work time and access requirements.

6.2.6 Traffic Control Plan

It is assumed standard CDOT traffic control plans for lane closures can be used for the construction of the curbside platforms in Aurora. Detailed traffic control plans will be provided for designs not covered by CDOT standard plans.

6.2.7 Structural Design

The Consultant will provide structural design services for station elements including shelters/canopies, urban design features, fencing/gates, lighting, and ramps/stairs. Structural design services will include design, plans, specifications, quantity calculations, and cost estimating support. The structural design team will collaborate with the station architecture, urban design, landscape design, and public art teams to ensure structural design and details are coordinated with overall corridor and station designs. Additionally, the structure design team will identify survey needs and work with the geotechnical engineering team to coordinate data collection, soils testing, and foundation recommendation requirements for structural design efforts.

6.2.8 Station Design

6.2.8.1 Station Layout/Architecture/Landscape Design/Urban Design

The Consultant will develop station plan layouts that include ground surfaces, drainage details, landscape and urban design elements, shelters/canopies, and related equipment. The station design team will collaborate with the transit planning and operations team to coordinate passenger loading locations and requirements, access requirements including ADA accommodations, wayfinding, and multimodal connectivity and integration. Station features will comply with the latest ADA requirements including curb ramps, directional bars, clear zone for wheelchair access, and accessible signs. The design team will identify clear lines of sight to all areas for security in accordance with CPTED (Crime Prevention through Environmental Design) principles.

The Consultant will develop economical station features, utilizing uniform details where appropriate and reflecting the unique character of the corridor and adjacent neighborhoods. Architectural and urban design features will complement and integrate corridor branding and public art elements. While individual station plans will reflect existing site conditions and linkages to multimodal connectivity, the stations will be designed in a modular fashion to the extent possible. Standardized elements will be incorporated to provide unity and minimize cost. The Consultant will advance preliminary station and station site development design drawings including plans, sections, elevations, and details to support plan and profile drawings for approval prior to commencement of final design. Final plans will reflect all proposed features that will occupy the station site development including adjacent transit line sections, plazas, bicycle racks/lockers, furniture, bikeways, signage, information kiosks, traffic control devices, lighting, equipment, and hardscaped/landscaped areas. Additionally, plans will include electrical and communications for lighting, photovoltaic applications, variable message signs, emergency telephones, closed-circuit television (CCTV) for security cameras, maintenance equipment, fire and emergency management systems, conduits, and other related equipment.

6.2.8.2 Branding

Brand & Message Development

- **Immersion:**
 - **Kickoff Meeting** – Preparation and phase 2 kickoff
 - **Research/Best Practices** - Research peer agencies to determine best practices in several areas including bus design, shelter branding, marketing materials templates, messaging, style guides, signage and totems.
 - **Meetings** – Includes two bi-weekly meetings with the project team.
- **Administrative:**
 - **Progress Reports & Invoicing** – Includes invoicing, monthly activity reports to accompany invoices, budget monitoring, etc. for 12 months.
- **Brand Development:** To define and create a dynamic identity for Lynx, the Consultant will develop brand assets including:

- **Logo** – a continuation of work begun in phase 1; includes refinement and finalization of the logo and related selection activities
- **Tagline** – a continuation of work begun in phase 1; includes refinement and finalization of the tagline and related selection activities
- **Messaging** – a continuation of work begun in phase 1; includes refinement and finalization of the logo and related selection activities
- **Marketing Collateral Templates** – three to five collateral templates will be developed to support Lynx communications efforts
- **Style Guide** - brand standards for the new Lynx logo and all asset applications will be developed
- **Meetings** – an estimated 10 bi-weekly meetings with the project team and 20 presentations to the Project Management Team (PMT), Technical Working Group (TWG) and the public/stakeholders on the logo, tagline, messaging, marketing collateral templates and the style guide are included

Experiential Graphic Design

Utilizing the approved logo system and manufacturing specifications and drawings provided by the consultant architects, the Consultant will integrate the brand identity and graphic elements into the Design Intent template and production documents of the following experiential design assets:

- **Vehicle branding** – logo elements, bus route identification, branding colors and supporting graphics
- **Station shelter & canopy** – station identification branding (logo application), rules and regulations postings, branding color applications (railings, trash can, wind screens, etc.) and supporting graphics
- **Station totem/marker/pylon** – station identification branding (logo application), flexible advertising/regulation poster holder, branding color applications and supporting graphics
- **Wayfinding and bus stop signage** – BRT bus route information, vicinity area maps, wayfinding directional signage (if needed)
- **Meetings** – an estimated 12 bi-weekly meetings with the project team and 24 presentations to the Project Management Team (PMT), Technical Working Group (TWG) and the public/stakeholders on the vehicle branding, station shelter and canopy, totem, and wayfinding and stop signage

Public Information/Engagement

Jones Worley will participate in appropriate outreach efforts conducted by the Parsons team, including:

- Partner workshop
- Innovation/value engineering workshop
- Design/construction coordination meeting
- Stakeholder coordination meetings
- Public communication
- Public meetings/open houses

6.2.8.3 Public Art (in coordination with Denver Arts & Venues)

The Consultant will identify an art coordinator who will coordinate with Denver Arts & Venues for the implementation of public art features along the corridor. The art coordinator will work with the design team, including the architects, landscape architects, and urban designers to make sure art features are incorporated into the overall corridor design and complementary to the corridor branding.

- To facilitate the timely fabrication and delivery of artwork for the project, the Consultant will provide the following services: Work with Aurora, Denver Arts & Venues, and the CMGC to finalize the fabrication and installation agreement for artwork
- Incorporate art fabrication schedule into project design and construction schedule
- Meet with contractor to review installation procedures and conservation review recommendations
- Document artwork delivery protocol and protection of artwork if needed
- Provide onsite services with contractor during installation
- Review final art installation with contractor

6.2.9 Multimodal Design

The Consultant will design the roadway and BRT facilities to enable safe access for various users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The following multimodal elements will be coordinated with stakeholders and addressed in the final design:

- Pedestrian facilities
- Bicycle facilities
- Shared facilities
- Crossing treatments
- Transit facilities

6.2.10 Traffic Engineering

6.2.10.1 Signing and Striping

Signing and striping plans will be prepared by the Consultant at a scale of 1"=50' (11"x17"). Plans will indicate signs to be removed, reset, new signs, post type, sign layout for non-standard signs, existing and proposed pavement markings. Tabulation sheets, specifications, and quantities will be produced.

6.2.10.2 Wayfinding

The Consultant will prepare wayfinding signage sheets for the BRT and local bus system to ensure the user's experience on the system is seamless, and information is clear and accessible. Wayfinding signs for pedestrians and bicyclists will guide them to the nearest BRT station and nearest pedestrian crossings. These signs may be combined with directional signs to public buildings and attractions. BRT wayfinding signage will be consistent with the BRT system branding. Description and graphic rendering of each type of sign and wayfinding element will be developed, including material, dimensions, fonts, graphics, installation details, and other relevant information. Tabulation sheets, specifications, and quantities will be produced.

6.2.10.3 Signals

It is assumed the curbside platforms will be constructed without impact to the traffic lanes. Where proposed sidewalk and curb ramp work impacts existing signal equipment, the Consultant will be responsible for the design of traffic signal pole/mast arm placement, traffic signal head layout, conduit/pull boxes, cabinet/controller, detector design (including video detection if applicable), traffic signal interconnect, and associated signs and pavement markings. An Accessible Pedestrian Signal (APS) will be incorporated into all altered intersections that currently provide visual pedestrian signals. Signal plans will be prepared at scale of 1"=20' (11"x17"). Plans will be prepared showing pole locations, signal heads, detectors, and conduit. Tabulation sheets, specifications, and quantities will be produced.

Transit Signal Priority (TSP) design for Colfax Avenue in Aurora is excluded from the scope of work.

6.2.10.4 ITS/Communications

The Consultant will develop design plans for the following items at stations and connections between stations within the project limits:

- Communication systems (wireless, fiber optic, Ethernet, networks, etc.)
- Communication hardware (modems, cabinets, racks, conduit systems, etc.)
- Dynamic message signs (DMS)
- Closed circuit television (CCTV)
- Vehicle detection systems
- Ticket Vending Machines (TVM)
- Fare validators
- Fire and emergency management systems
- Speakers (where applicable)

- The consultant will develop comprehensive design of infrastructure for all items listed above, including conduit and cabling requirements and equipment selection. Further coordination and interconnectivity with traffic signals will also be considered.

6.2.11 Hydrology/Hydraulics

The Consultant will perform hydrologic and hydraulic analyses within sub-basins affected as part of this Project per the drainage methodology outlined in the City of Aurora Storm Drainage Design and Technical Criteria Manual (2010). The Consultant will review as-built plans, historical information, and previously produced hydrologic/hydraulic studies/reports provided by Aurora to aide in the drainage analysis. The Consultant will use that historical information to inform the hydrologic and hydraulic analyses conducted within impacted sub-basins. The Consultant will work with Aurora to coordinate the BRT-related drainage design with the design of any other adjacent drainage systems planned in the City of Aurora. The drainage study will develop hydrologic and hydraulic calculations for impacted sub-basins for pre- and post-Project conditions and identify locations where new drainage infrastructure is required to satisfy applicable drainage criteria. Locations of historical surface ponding will be identified and mitigated to the extent practicable, with the minimum requirement for such locations being to not worsen existing surface flooding issues.

Water quality (WQ) requirements will be satisfied through determination and treatment of the Project Water Quality Capture Volume (WQCV) to the extent practicable. The WQCV will be determined using new impervious area and existing impervious area where full pavement replacement is proposed. Minor resurfacing activities, including, including mill and overlay, will not contribute to the WQCV. The Consultant will employ a credit-based WQ treatment approach whereby existing, undisturbed, and previously untreated Project area may be treated to offset areas that contribute to the WQCV but treatment of those areas is infeasible due to constructability/ROW constraints. It is often infeasible to treat the full WQCV of a given linear transportation Project in an urban environment due to right-of-way (ROW) and constructability constraints. It is assumed that there will be no design reviews by the Mile High Flood Control District (MHFCD) and that MHFCD design approval is not required for any drainage work in the City of Aurora. The Consultant will submit a Drainage Criteria Summary spreadsheet to accompany the Drainage Report that will detail the hydrologic and hydraulic requirements for the project and provide references for those criteria. Drainage plans, tabulation sheets, specifications, quantities, and cost estimates will be provided.

6.2.12 Erosion Control

A Surface Water Management Plan (SWMP) will be prepared by the Consultant in accordance with Aurora guidelines and Municipal; Separate Storm Sewer Systems (MS4) requirements. SWMP site maps will be developed at a scale of 1"=50', depicting limits of construction, limits of disturbed area, proposed Best Management Practices (BMP), existing and proposed contours, existing and proposed drainage structures, and any necessary BMP details.

6.2.13 Lighting/Electrical

The Consultant shall produce lighting and power design plans showing all existing and proposed intersection, street, and pedestrian lights, and lighting and power needed at each station. Lighting design at each station will produce lighting to RTD station required light levels. Lighting will be direct and indirect under the canopy to decrease visible glare, and under-bench lighting, and additional accent lighting to reduce dark spots. Power will also be supplied for integrated lighting in station flag signs. Horizontal and vertical light levels will be considered to address glare concerns for traffic.

Intersection, Street, and Pedestrian lighting surrounding the stations can be evaluated by the Consultant to determine deficiencies and proposed solutions. Street lighting should be considered approximately one block North and South of intersections as well as East and West to provide comprehensive lighting for the entire corridor with a focus on increased safety.

Power sources for stations will be utility-metered and will include grid-tied photovoltaic systems with grid-tied storage. On-site energy storage is not recommended. Power will be run as needed to a PCC for distribution to equipment at each station, including speaker amplifiers, fare ticket sales and redemption validation kiosks, and any other equipment needing power. One power and control pedestal will be provided for each pair of platforms.

The following information shall be included on the plans: type of streetlight and lamp, locations, dimensions between streetlights, detail to locate the streetlights in the field and at stations, notes indicating whether the contractor or Xcel will be responsible for the streetlight installation, information on Special Lighting District Boundaries.

6.2.14 Right-of-Way Mapping and Acquisitions

Right-of-Way Mapping

The Consultant will research all relevant repositories and obtain recorded or existing mapping including but not limited to Subdivision Plats, Official City Resurveys, Land Survey Plats, Improvement Survey Plats, Right-of-Way Plans, Private Survey Notes, Range Point/Line Documents, and monumentation. The Consultant will collect accurate locations on all found monumentation controlling or supporting the location of the adjacent right-of-way or boundary lines for the subject properties. Documentation shall include all the monuments within the area of influence of the right-of-way line or subject properties sufficient to support the survey procedure being utilized to determine the rights-of-way or subject properties.

The Consultant will prepare a right-of-way plan (ROW) set per City requirements. The ROW set will include cover sheet, tabulation of properties, survey control diagram, monumentation of properties, plan sheets, and ownership maps.

Right-of-Way Acquisitions

The need for right-of-way acquisition will be determined during the Aurora preliminary design phase. It is anticipated that right-of-way acquisition could be required at the 7 level boarding platform locations in Aurora. Relocation activities, if needed, are not included herein. If agreement cannot be reached to acquire the required property rights through a negotiated settlement, the file or files will be turned over for condemnation.

All the following activities will be performed in compliance with applicable policies, guidelines and procedures.

1. Update title commitments
2. Attend meetings/calls and coordinate project tasks with the project team and landowners. Prep/updates of status spreadsheets
3. Prepare narrative appraisals
4. Prepare/process Waiver Valuations
5. Prepare: Notices of intent, offer letters, final offer letters, and any additional correspondence with property owners
6. Conduct negotiations with each owner for the acquisition of the property rights to be acquired based on the approved fair market value
7. PSA execution/due diligence coordination

6.2.15 Sustainability/ENVISION Rating and Certification

CCD is pursuing ENVISION certification and rating as per Executive Order 123 Horizontal Infrastructure for the Project. The Consultant is currently developing a sustainability gap analysis during the PE/NEPA phase that will identify sustainability opportunities to target during the final design and construction phases to achieve higher rating levels for CCD to review and approve. The ENVISION evaluation will be further developed during final design, with additional construction phase opportunities identified to potentially achieve Silver certification. The ENVISION scoring matrix with rating recommendation and all backup will be provided and finalized during construction for Aurora to pursue certification upon construction completion. The ENVISION effort will require Aurora's participation and coordination for relevant signature station items and certain credit requirements that are specific to the City of Aurora data and policies.

6.3 PS&E DOCUMENTS

The plan submittal requirements and plan review timelines published on the City of Aurora's website will be followed for the Project. An informal 30% submittal will be made directly to City of Aurora staff rather than through AMANDA.

All plan review fees will be paid by the Consultant then directly reimbursed by Aurora. All sheets will be submitted at full size (22 x 34 inches).

60% Design

- Design Plans
- Quantities (for Independent Cost Estimate)
- Engineering Checklist
- Pre-submittal Meeting
- Aurora Review Period: 25 days
- Comment Review Meeting
- Comment Response and Resolution

90% Design

- Design Plans
- Specifications
- Quantities (for Independent Cost Estimate)
- Engineering Checklist
- Pre-submittal Meeting
- Aurora Review Period: 20 days
- Comment Review Meeting
- Comment Response and Resolution
- PS&E for Early Construction Packages (as needed)

Final Design

- Design Plans
- Specifications
- Quantities (for Independent Cost Estimate)
- Engineering Checklist
- Pre-submittal Meeting
- Aurora Review Period: 10 days
- Comment Review Meeting
- Comment Response and Resolution
- PS&E for Early Construction Packages (as needed)

7.0 Design Services During Construction

7.1 RESPONSE TO REQUESTS FOR INFORMATION (RFI'S)

The Consultant will provide qualified personnel to address and respond to Request for Information (RFI) documents submitted by the contractor. The Consultant will maintain a log of RFI submittal documents categorized by:

- Date received
- RFI description
- Responsible discipline
- Date response requested by
- Actual date of response

7.2 POST-DESIGN PLAN MODIFICATIONS

The Consultant may be required to provide revised plan sheets reflecting any design changes made during the construction phase of the project. These services may include developing revised design documents, revised engineer's estimates, special provisions and detail drawings. The revised documents will be signed and sealed by the Consultant. This work will be completed following authorization by Aurora's Project Manager or authorized representative.

7.3 SHOP DRAWING REVIEW

The Consultant will maintain a log of all shop drawing submittals for review. The log will include the following:

- Date received
- Drawing description
- Responsible discipline
- Date response requested by
- Actual date of response

The Consultant will provide construction shop drawing reviews, including erection plans, as requested by Aurora, for all components supplied by the contractor requiring shop drawings. Verify the conformance and compliance of shop drawings with the contract documents, the provisions of the applicable Standard Specifications, and the Project Special Provisions. Review and process shop drawing submittals within fourteen calendar days of their receipt or as required by the contract.

7.4 FIELD OBSERVATIONS / TECHNICAL ASSISTANCE

The Consultant will make on site appearances during construction at the request of Aurora to address questions and discussion resolution of conflicts identified in the field. The Consultant will maintain the following for all on-site inspections:

- Documentation of the activities and inspections/observations completed
- Documentation/justification for any changes, revisions, or modifications to the plans and/or specifications
- Monthly progress reports of Consultant's activities

The Consultant will attend partnering session at commencement of construction.

The Consultant will attend Preconstruction and weekly Construction Progress Meetings.

If requested by Aurora, the Consultant will evaluate the CMGC's construction schedule at the onset of construction and evaluate throughout the construction phase.

The Consultant will assist Aurora in the analysis of CMGC claims involving the plans, schedule, specifications and special provisions developed as part of the contract. The fee(s) for these additional services will be established if, and when, said services are required.

Colfax Avenue BRT Final Design Fee by firm for Aurora Segment
8/31/2022

	Parsons	AECOM	EPS	Fehr & Peers	Goodbee	HC Peck	HCL	S&W	Jones Worley	Iron Horse	PK	Total	% of total
Task 1 Project Management, Administrative Tasks and Agency Coordination	\$ 47,600	\$ 10,000	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,600	3%
Project Management	47,600	10,000		500	500							58,600	3%
Task 2 Coordination, Communication, and Outreach	\$ 19,160	\$ 9,000	\$ -	\$ 3,000	\$ 11,000	\$ -	\$ -	\$ -	\$ 1,000	\$ 6,000	\$ 3,000	\$ 52,160	2%
Design team kickoff meeting	4,000	1,000		1,000	1,000				1,000			7,000	0%
Project Management Team	4,000	2,000		2,000						3,000		11,000	0%
Design/Construction Coordination Meetings (or Task Force meetings)	11,160	6,000			10,000					3,000	3,000	33,160	1%
Task 3 Funding Support	\$ 52,100	\$ 4,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,100	3%
FTA Small Starts Coordination	52,100	4,000	25,000									81,100	3%
Task 4 NEPA Evaluation	\$ 63,000	\$ 100,000	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,000	7%
Technical Resource Evaluations	31,500	60,000		10,000								101,500	4%
Environmental Document - CatEx	31,500	40,000										71,500	3%
Task 5 RTD Coordination	\$ 30,200	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,200	1%
RTD Coordination	30,200	3,000										33,200	1%
Task 6 Engineering	\$ 894,310	\$ 295,068	\$ -	\$ 56,000	\$ 120,000	\$ 25,000	\$ -	\$ 54,000	\$ 30,000	\$ 75,362	\$ 31,000	\$ 1,580,740	68%
6.1 Collaboration with CMGC													0%
6.1.1 Preliminary Design Review and Risk Assessment	14,320	5,000										19,320	1%
6.1.2 Constructability/Innovation/Construction Phasing	14,320	5,000								5,000		24,320	1%
6.1.3 Establish Design and Construction Schedule	9,160	2,000										11,160	0%
6.1.4 Identify Design Packages for Construction	9,160	5,000								1,000		15,160	1%
6.2 Design Work Items													0%
6.2.1 Survey												-	0%
6.2.2 Geotechnical and Pavement Design	4,300	5,000						40,000				49,300	2%
6.2.3 Utilities	6,450	5,000			120,000							131,450	6%
6.2.4 Roadway Design	17,200	5,000										22,200	1%
6.2.5 Construction Phasing	8,600	2,000										10,600	0%
6.2.6 Traffic Control Plan	7,200			10,000								17,200	1%
6.2.7 Structural Design	21,920											21,920	1%
6.2.8 Station Design	21,920								5,000	49,362		71,282	3%
6.2.8.1 Architecture/Landscape Architecture/Urban Design	9,750	3,000										12,750	1%
6.2.8.2 Branding	3,000	1,000										4,000	0%
6.2.8.3 Public Art (in coordination with Denver Arts & Venues)	3,000												
6.2.9 Multimodal Design	5,760	2,000										7,760	0%
6.2.10 Traffic Engineering	8,640	1,000		5,000								14,640	1%
6.2.10.1 Signing and Striping	8,640	1,000		1,000								10,640	0%
6.2.10.2 Wayfinding	6,920	1,000										7,920	0%
6.2.10.3 Signals	11,500											11,500	0%
6.2.10.4 ITS/Communications	0			40,000								40,000	2%
6.2.11 Hydrology/Hydraulics	15,260	2,000										17,260	1%
6.2.12 Erosion Control	4,300	2,000										6,300	0%
6.2.13 Lighting/Electrical	2,580	1,000								7,000		10,580	0%
6.2.14 Right-of-Way Mapping and Acquisitions	2,580	1,000				25,000						28,580	1%
6.2.15 ENVISION/Sustainability	18,250											18,250	1%
6.3 PS&E Documents													
6.3.1 30% PS&E Documents													0%
Design Plans	110,000	40,000							5,000		2,000	152,000	7%
Specifications	25,200	30,000						5,000		10,000	500	70,700	3%

Quantities (for Independent Cost Estimate)	28,800	\$ 30,000							\$ 10,000	\$ 500	\$ 69,300	3%	
Comment Review Meeting	7,160	\$ 10,000								\$ 1,000	\$ 18,160	1%	
Comment Response and Resolution	62,600	\$ 4,000								\$ 1,000	\$ 67,600	3%	
PS&E for Early Construction Packages	31,300	\$ 6,000									\$ 37,300	2%	
6.3.2 60% PS&E Documents												0%	
Design Plans	82,000	\$ 20,000						\$ 10,000		\$ 4,000	\$ 106,000	5%	
Specifications	12,600	\$ 15,000					\$ 2,000			\$ 500	\$ 30,100	1%	
Quantities (for Independent Cost Estimate)	14,400	\$ 15,000								\$ 500	\$ 29,900	1%	
Comment Review Meeting	5,440	\$ 5,000								\$ 1,000	\$ 11,440	0%	
Comment Response and Resolution	33,800	\$ 2,000								\$ 1,000	\$ 36,800	2%	
PS&E for Early Construction Packages	16,900	\$ 3,000									\$ 19,900	1%	
6.3.3 90% PS&E Documents												0%	
Design Plans	47,200	\$ 20,068						\$ 5,000		\$ 4,000	\$ 71,268	3%	
Specifications	12,600	\$ 5,000					\$ 5,000			\$ 500	\$ 23,100	1%	
Quantities (for Independent Cost Estimate)	14,400	\$ 5,000								\$ 500	\$ 19,900	1%	
Comment Review Meeting	5,440	\$ 5,000								\$ 1,000	\$ 11,440	0%	
Comment Response and Resolution	33,800	\$ 2,000								\$ 1,000	\$ 36,800	2%	
PS&E for Early Construction Packages	16,900	\$ 3,000									\$ 19,900	1%	
6.3.4 Final PS&E documents - assume 2 months												0%	
Design Plans	32,800	\$ 15,000						\$ 5,000		\$ 2,000	\$ 49,800	2%	
Specifications	12,600	\$ 2,000					\$ 2,000			\$ 500	\$ 17,100	1%	
Quantities (for Independent Cost Estimate)	14,400	\$ 2,000								\$ 500	\$ 16,900	1%	
Comment Review Meeting	5,440	\$ 2,000								\$ 1,000	\$ 8,440	0%	
Comment Response and Resolution	16,900	\$ 2,000								\$ 1,000	\$ 19,900	1%	
PS&E for Early Construction Packages	16,900	\$ 3,000									\$ 19,900	1%	
Task 7 Design Services during Construction - assume 24 months	\$ 60,200	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,200	4%
DSDC	60,200	\$ 26,000										\$ 86,200	4%
Labor Budget	\$ 1,166,570	\$ 447,068	\$ 25,000	\$ 69,500	\$ 131,500	\$ 25,000	\$ -	\$ 54,000	\$ 31,000	\$ 81,362	\$ 34,000	\$ 2,065,000	89%
ODC's (Plan review fees shown as ODCs under Parsons budget)	\$ 150,000				\$ 5,000			\$ 10,000				\$ 165,000	7%
Additional Services (if required)												\$ 100,000	4%
Total Budget	\$ 1,316,570	\$ 447,068	\$ 25,000	\$ 69,500	\$ 136,500	\$ 25,000	\$ -	\$ 64,000	\$ 31,000	\$ 81,362	\$ 34,000	\$ 2,330,000	100%
	59.0%	20.0%	1.1%	3.1%	6.1%	1.1%	0.0%	2.9%	1.4%	3.6%	1.5%	100%	
MWBE total					\$ 136,500	\$ 25,000	\$ -		\$ 31,000	\$ 81,362	\$ 34,000	\$ 307,862	13.8%



November 7, 2022

Study Session



IGA with Denver
Colfax Bus Rapid Transit (BRT) Project

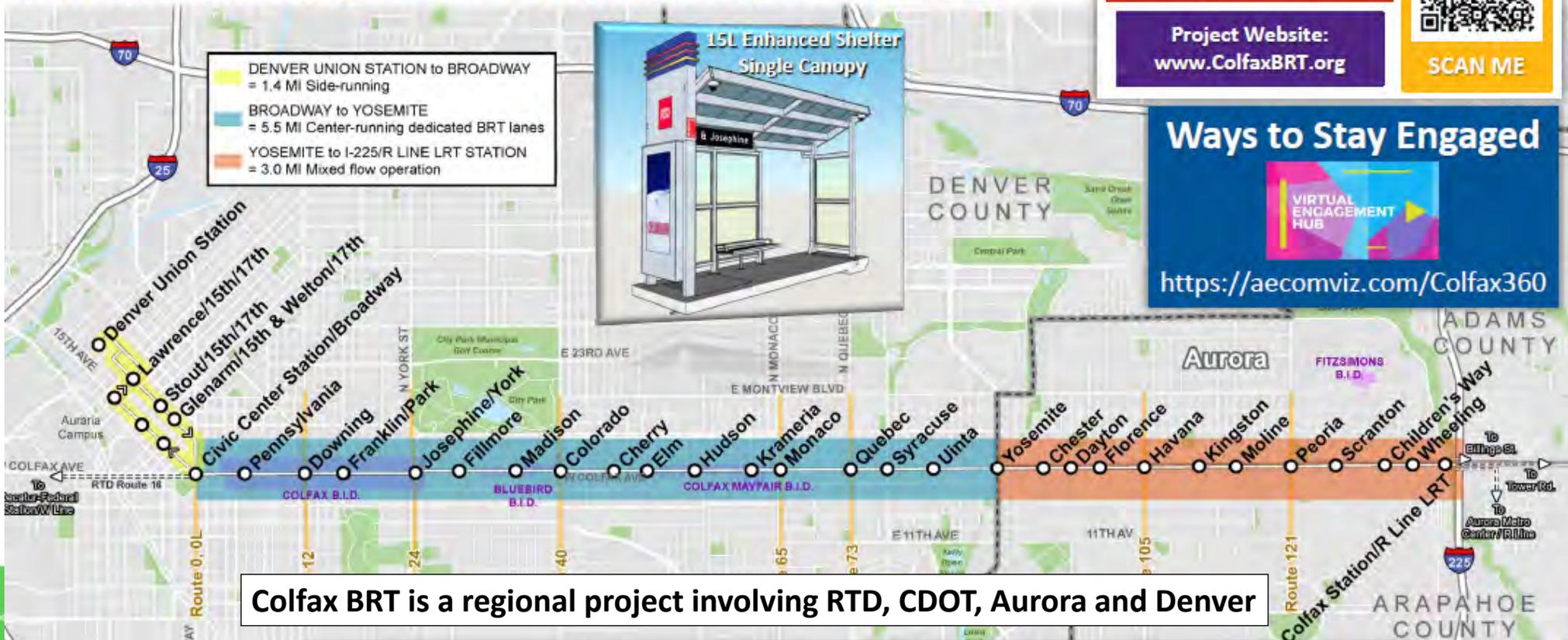
Carlie Campuzano, Traffic Manager, Public Works Engineering



Project Background

East Colfax Avenue Bus Rapid Transit

Reviving America's longest Main Street with a multimodal solution.

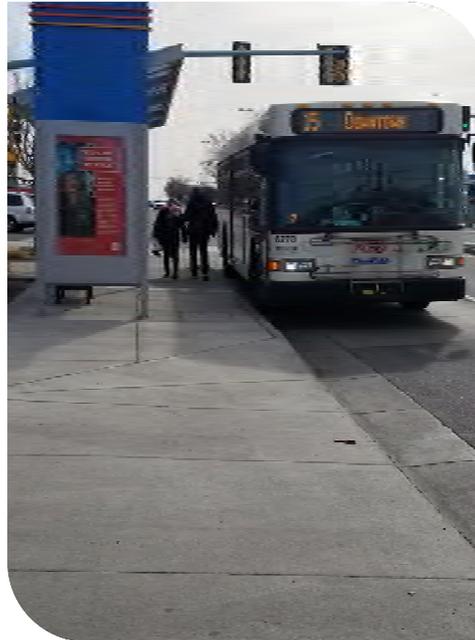


Project Background

- **The Colfax BRT project has been under study, planning and design since 2012**
- **Project history**
 - **2012:** Kick Off and Public Scoping
 - **2013:** Alternative Analyses including LRT, Streetcar, BRT and Enhanced Bus on 20th Ave/Montview, 17th Ave, Colfax and 13th/14th Ave
 - **2014:** Side-running peak-period BRT alternative initially identified
 - **2016:** Council Transportation Committee supported the Local Preferred Alternative including side running BRT in exclusive lanes in Denver and general-purpose lanes in Aurora
 - **2017:** Center Running BRT introduced in the Denver segment
 - **2018-2019:** Additional project planning and center running recommendation
 - **2020-2022:** NEPA process and community outreach

Base BRT Requirements

- 15L shelters with transparent weather protection, benches, and trash receptacles
- Lit map/schedule displays
- Branding



Existing 15 L Shelter
Westbound Moline Station



Existing 15 L Shelter Eastbound
Dayton Station

Staff Recommendations in Aurora

- Staff recommends including key improvements beyond minimum required for BRT
 - **Signature station** at Havana
 - **Ticket vending machines** at all stations
 - **Variable message signs** at all stations
 - **Emergency phones, Security Cameras and Lighting** at all stations
 - **Level boarding** at Moline (WB) Peoria and R line Colfax Station

Signature station



Variable Message Sign



Level Boarding



Ticket Vending Machine



Staff Recommendation and Funding Needs

	Station	Signature Stations	Existing 15L Shelters (Relocated)	New 15L Shelters	Ticket Vending Machines	Variable Message Signs (Schedule Info)	Emergency phone	Level Boarding	TOTAL
15 L enhanced	Yosemite (EB)		\$ 150,000		\$ 120,000	\$ 40,000	\$ 11,200		\$ 321,200
Shelter Relocation plus Branding	Chester	-		\$ 500,000	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 842,400
15 L enhanced (double)	Dayton	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 642,400
Pylon/monument	Florence (WB)	-	\$ 150,000		\$ 120,000	\$ 40,000	\$ 11,200	-	\$ 321,200
Shelter Relocation plus Branding	Florence (EB)			\$ 250,000	\$ 120,000	\$ 40,000	\$ 11,200		\$ 421,200
15 L enhanced (double)	Havana	\$ 7,000,000			<i>Included in Full BRT Cost</i>				\$ 7,000,000
Shelter Relocation plus Branding	Kingston	-		\$ 500,000	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 842,400
15 L enhanced (single)	Moline	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	\$ 260,000	\$ 902,400
15 L enhanced (single)	Peoria ¹	-	\$ 300,000		\$ 240,000	\$ 80,000	\$ 22,400	\$ 520,000	\$ 1,162,400
15 L enhanced (single)	Scranton (WB)	-		\$ 150,000	\$ 120,000	\$ 40,000	\$ 11,200	-	\$ 321,200
Shelter Relocation plus Branding	Scranton (EB)		\$ 250,000		\$ 120,000	\$ 40,000	\$ 11,200		\$ 421,200
15 L enhanced (single)	Children's Way	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 642,400
Shelter Relocation plus Branding	Wheeling/Xanadu	-		\$ 500,000	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 842,400
Pylon/monument	Colfax Station	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	\$ 520,000	\$ 1,162,400
Total		\$ 7,000,000	\$ 2,050,000	\$ 1,900,000	\$ 2,520,000	\$ 840,000	\$ 235,200	\$ 1,300,000	\$ 15,845,200

Total estimated cost with contingency + inflation	\$ 23,256,400
2022 cost for design	\$ 2,325,700
Estimated construction cost (less design)	\$ 20,930,700
51% Local Share of Estimated Construction	\$ 10,674,700

- NOTE: These are planning level costs and will be refined during 60% design. Financial plan for construction is pending design, final project schedule, and FTA grant award.

Overall Project Timeline

- **2020 – 2022:** Preliminary Engineering & Environmental Review
- **July 2022:** FTA Small Starts Project Rating Application
- **August 2022:** FTA Small Starts Project Development Approval
- **2023 – 2024:** Final Design (18 months)
- **2024 – 2025:** FTA Small Starts Construction Grant Application Process
- **2026 – 2028:** Bidding, Construction, Bus Acquisition, Testing (approximately 24 Months)
- **Early 2028:** Estimated BRT Service Startup

This IGA is for design funding only





QUESTIONS & DISCUSSION

Does Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Colfax Bus Rapid Transit Project to the November 14th Regular Council Meeting?



CITY OF AURORA

Council Agenda Commentary

Item Title: Colfax Bus Rapid Transit Project Update – Station Enhancements and Cost Estimate for Aurora Stations
Item Initiator: Huiliang Liu, Principal Transportation Planner
Staff Source/Legal Source: Huiliang Liu, Principal Transportation Planner/Carlie Campuzano, Traffic Manager/Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 5/2/2022

Regular Meeting: N/A

ITEM DETAILS:

Huiliang Liu, Principal Transportation Planner / Carlie Campuzano, Traffic Manager / Michelle Gardner, Senior Assistant City Attorney

Estimated time: 30 mins

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 3/3/2022

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

The City and County of Denver, in coordination with Regional Transportation District (RTD) and the City of Aurora, started the Colfax Corridor Connections project in 2012. It was a transportation planning study funded by the Federal Transit Administration (FTA) and Denver. The purpose of the study was to identify a package of multi-modal transportation improvements that enhance transit and overall mobility and accessibility in the study area, which is bounded roughly by I-25 to the west, I-225 to the east, 12th Avenue to the south and 20th Avenue to the north. City staff made the following briefings and updates to the council:

- Council Infrastructure and Operations Policy Committee (IOPC) on October 17, 2012, March 20, 2013 and June 11, 2014
- Council Study Session on August 25, 2014
- Parks, Public Works, and Transportation Policy Committee (PPWT) on March 16, 2016
- Transportation, Airports and Public Works Policy Committee (TAPS) on March 14, 2018
- Transportation, Airports and Public Works Policy Committee (TAPS) on March 3, 2022
- Transportation, Airports and Public Works Policy Committee (TAPS) on April 28, 2022

Council supported staff's recommendation that the Locally Preferred Bus Rapid Transit (BRT) Alternative for this project will not include exclusive bus-only lanes on Colfax Avenue, resulting in losing two general purpose lanes, between Yosemite Street and Fitzsimons Parkway-Potomac Street in Aurora. Aurora fully supports the development of various bus service enhancement features for RTD buses operating in a shared vehicle use lane configuration in Aurora. The enhancements may include branded buses with multi-door boarding and alighting features, off-vehicle ticketing, bus stop bulb-outs, bus shelters, pedestrian scale lighting, security cameras, upgraded trash receptacles, and real-time bus arrival and departure information.

At the TAPS committee meeting on March 3, 2022, staff updated the committee on the Colfax Bus Rapid Transit project and gave details about the proposed route frequency, station locations, station design and enhancements, cost estimates and potential local contribution needs and overall project schedule. The Committee supported **staff's recommendations and supported staff to continue to work with the Denver project team to identify a** recommended improvement plan and the associated cost estimate for station enhancements in Aurora. Staff also presented a project financial update as an informational item only at the TAPS committee meeting on April 28, 2022.

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

Per Council's direction, City staff worked with Denver, RTD and the project consultant team and defined a locally preferred side-running Bus Rapid Transit (BRT) alternative in late 2014 that included side-running exclusive bus lanes during the AM and PM peak periods in Denver and shared bus lanes in Aurora with various bus enhancements. The transition between the exclusive bus lanes and shared bus lanes will occur at Syracuse Street. A public meeting was held in Denver on 1/20/2016 and in Aurora on 1/21/2016. The project is generally supported by the public. Major concerns and comments by the public included traffic impacts to neighborhoods (in Denver) due to traffic diversions with the implementation of bus-only lanes in Denver, pedestrian and bike access to stops and safety and security issues at the stops, etc.

On July 25, 2017, Denver officially introduced a new Center-Running BRT concept at a Community Task Force meeting. The Center-Running BRT concept includes all-day exclusive bus lanes between Broadway and Yosemite street in Denver and side-running shared lanes in Aurora. Denver conducted additional environmental analyses, conceptual design and public outreach for the Center-Running all-day BRT alternative. Preliminary analyses on pros and cons of the Center-Running BRT were presented at Community Task Force meetings on October 5, 2017, November 15, 2017 and March 14, 2018. Through 2018 and 2019, Denver completed additional project planning.

In 2020, Denver contracted with Parsons Transportation Group to complete environmental clearance work, Federal Transit Administration (FTA) Small Starts Project Development and Preliminary Engineering. The following highlights the current BRT project assumptions:

Stations and Segments

- **DUS (Denver Union Station) to Civic Center in Denver:** Side-running in exclusive bus lanes with inbound toward DUS on 15th Street and outbound toward Civic Center on 17th Street
- **Civic Center to Yosemite in Denver:** Center-running in exclusive bus lanes
- **Yosemite to R Line Colfax station in Aurora:** Side-running in mixed traffic flow
- **Stops:** Jamaica (97 daily ridership in 2019), Nome (105 daily ridership in 2019 and west bound stop at Aurora Ct (34 daily ridership in 2019) will not be included

Operations Plan

The operations plan will include three run patterns all day every day with 4.3-minute average frequency (20-30 minutes overnight) between R Line Colfax Station and DUS with the following specifics:

- R Line Colfax Station to DUS: 10-minute frequency
- Aurora Metro Center to DUS: 15-minute frequency
- Picadilly Rd. to DUS: 15-minute frequency

Bus Station Enhancements

The following bus station enhancements are considered by the Denver project team for all stations in Denver:

- Canopies, Wind-screens and Level Boarding
- Splashguards
- Seating / Accessible Seating
- Ticket Vending Machines
- Project Identity Signage, Branding, BID
- Map Cases
- Advertising Opportunities
- Station Lighting
- Area of Refuge
- Security Systems + Cameras
- Audio/Visual Systems
- Trash Receptacles
- Emergency Telephones
- Hose Bibbs
- Art-in-Transit Program opportunities
- Sustainable Infrastructure Elements
- Station Area Wayfinding
- Landscaping

The following elements will be included for Aurora stops at a minimum to meet the FTA's requirements for BRT:

- Existing 15L Shelters with transparent weather protection, benches and trash receptacles (including shelters at the existing 15L stops and relocation of shelters from Denver to the existing Aurora local stops at Chester, Florence, Kingston, Wheeling and east bound Scranton)
- Lit map/schedule displays
- BRT branding

BRT Station Enhancement Options for Aurora

Aurora staff is currently discussing the following station improvement options with Denver staff for stations in Aurora:

- Base BRT Station Improvements
 - Branding
 - Lit map/schedule displays
 - Shelter protection
- Select enhanced station designs (like Denver)
- Other enhanced improvement options beyond the base requirements:
 - Ticket Vending Machines (TVMS)
 - Real Time Scheduling Displays
 - **Level boarding on 14" platforms**
 - Emergency phones, security cameras and lighting

Current Project Milestones

- 2020 – 2022: Preliminary Engineering & Environmental Review
- 2022: FTA Small Starts Project Rating Application
- 11/2022: FTA Small Starts Project Development Approval
- 2023 – 2024: Final Design (18 months)
- 2024 – 2025: FTA Small Starts Construction Grant Application Process
- 2026 – 2028: Bidding, Construction, Bus Acquisition, Testing (approximately 24 Months)
- Early 2028: Estimated BRT Service Startup

Regional Project Financial Partnership

Financial contribution from Aurora will demonstrate investment and benefits across both Aurora and Denver. Specific amount requested is pending station enhancement design and the Federal Transit Administration Small Starts Grant Application success.

Staff updated the TAPS committee on the Colfax Bus Rapid Transit project regarding the proposed route frequency, station locations, station design and enhancements, cost estimates and potential local contribution needs and overall project schedule on March 3, 2022. **The committee supported staff's recommendations and supported staff to continue to work with the Denver project team to identify a recommended improvement plan and the associated cost estimate for station enhancements in Aurora.**

Planning and Public Works staff have developed a recommended station enhancement plan which includes the following specifics:

1. Base station improvements, including shelter and branding, plus ticket vending machines, variable message signs for real time scheduling display and emergency phones, security cameras and lighting for the following stations:
 - Yosemite
 - Chester
 - Florence
 - Kingston
 - Scranton
 - **Children's way**
 - Wheeling
2. All elements in Item 1 plus Level Boarding for the following stations
 - Moline (west bound)
 - Peoria
 - R Line Colfax Station
3. Full Station Enhancements with all amenities similar to Denver for the following stations
 - Havana

There is now an opportunity to partner with Denver and RTD to leverage federal grant funding for the project, which would include funding for station improvements in Aurora. To demonstrate partnership on the project and to improve competitiveness for the grant, funding from Aurora is needed. This funding would be used to support improvements within Aurora. Staff has developed recommendations for Aurora stations.

The total estimated project cost for 2026, including contingencies and inflation, is approximately \$23.3 million with a 51% local match. Approximately \$2.33 million will be needed this year for design and \$10.7 million is needed from 2023 through 2026. These numbers are preliminary and will be updated as the project design advances.

Staff will provide more detailed information and discussions through the attached Power Point presentation.

QUESTIONS FOR COUNCIL

- Does the Council agree with the current proposed Colfax BRT station enhancement /operations plan?
- Does Council support financial participation for the station enhancements in Aurora?
 - Up to \$2.33 million in 2022 for design to be formalized via an IGA;
 - Estimated \$10.7 million from 2023 through 2026 for construction as 51% local match for the FTA Small Starts grant (pending design).

LEGAL COMMENTS

Pursuant to City Charter 7-4(e), 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 make written or verbal reports to the Council concerning the affairs of the City under his supervision. Additionally, pursuant to City Charter 7-4(f), the City Manager shall keep the Council advised of the future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient. (M. Gardner)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This item includes the request for the city to contribute financially to the Colfax BRT project.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:



Colfax Bus Rapid Transit (BRT) Project Update - Station Enhancements and Funding Needs

Council Study Session

MAY 2, 2022

Bus Rapid Transit (BRT) Overview

1.4 Bus Rapid Transit

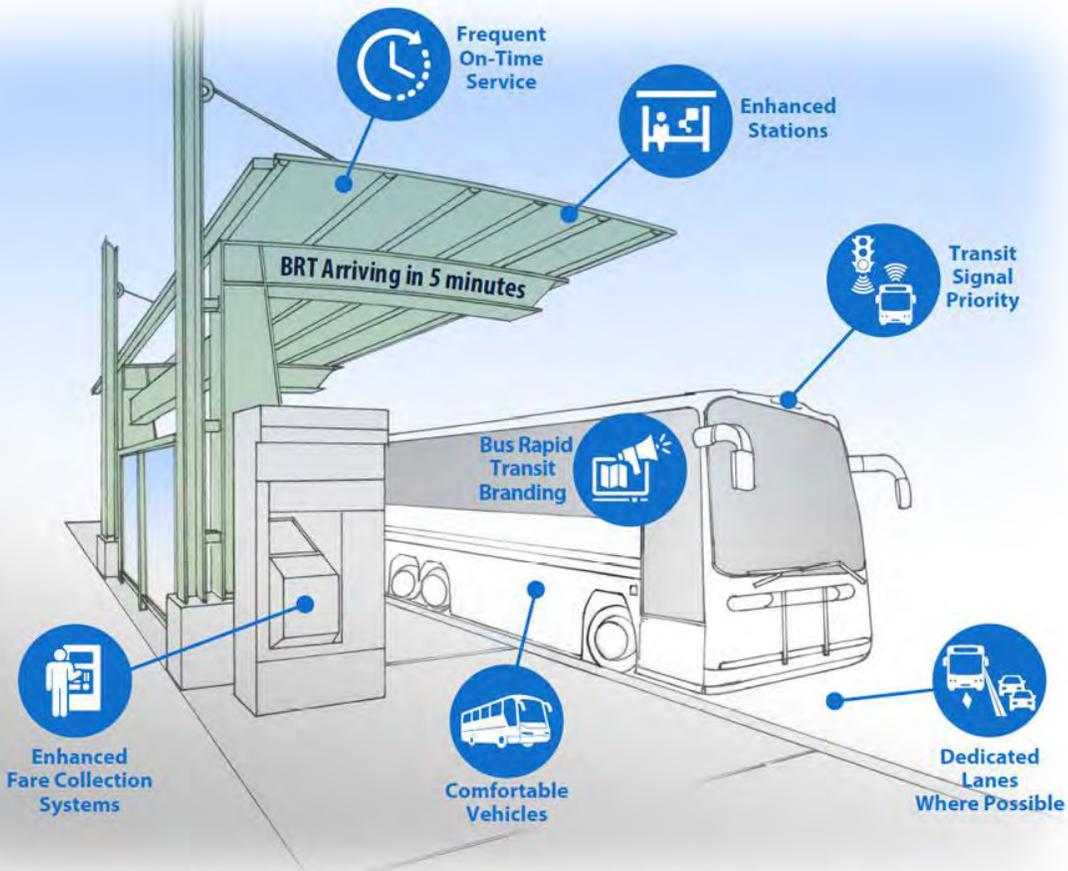
bus rapid transit (BRT)

/bəs 'rapəd 'tranzɪt/

noun



a high-quality bus-based transit system that delivers fast and efficient service that may include dedicated lanes, busways, transit signal priority, off-board fare collection, elevated platforms and enhanced stations
(*Federal Transit Administration, 2017*).



- ▶ **BRT is high-frequency bus service that emulates rail transit**
 - ▶ **Fixed guideway:** more than half of the route's length operates in a separate transit-only lane
 - ▶ **Defined stations:** Stations are accessible for people with disabilities, offer shelter from weather, and provide information on schedules and routes.
 - ▶ **Branding:** The route has a consistent brand that identifies the stations and buses.

Project Background

East Colfax Avenue Bus Rapid Transit

Reviving America's longest Main Street with a multimodal solution.

- DENVER UNION STATION to BROADWAY = 1.4 MI Side-running
- BROADWAY to YOSEMITE = 5.5 MI Center-running dedicated BRT lanes
- YOSEMITE to I-225/R LINE LRT STATION = 3.0 MI Mixed flow operation



Learn more about the upcoming plans for the BRT project on East Colfax



SCAN ME

Project Website:
www.ColfaxBRT.org

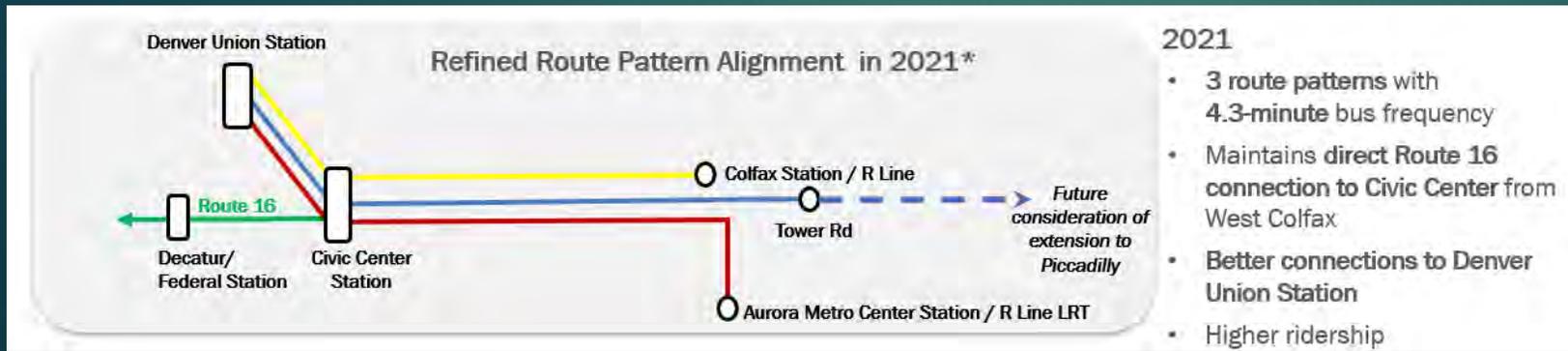
Ways to Stay Engaged



<https://aecomviz.com/Colfax360>

Colfax BRT is a regional project involving RTD, CDOT, Aurora and Denver

Project Background – Proposed Operations Plan



Three Run Patterns 24/7, 4.3-minute average frequency (20-30 minutes overnight) between R Line Colfax Station and Denver Union Station (DUS)

R Line Colfax Station to DUS: 10-minute frequency

Aurora Metro Center to DUS: 15-minute frequency

Picadilly Rd. to DUS: 15-minute frequency

Project Background

The East Colfax corridor experiences heavy transit travel demand with the **highest average weekday boardings** in the entire RTD service area, even throughout the pandemic.

► Project Goals

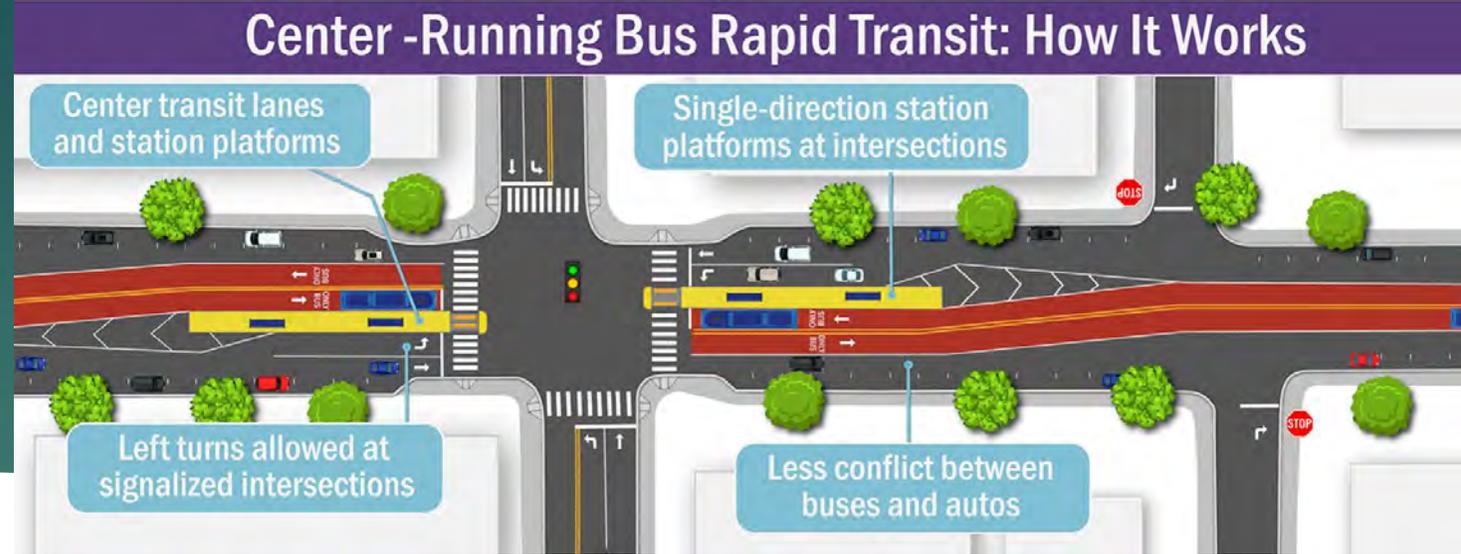
- Provide a higher **capacity** service
 - Project is expected to increase ridership by up to **40%** by 2040
- Improve **safety** for pedestrians, cyclists, motorists and transit riders.
- Support **future investment** along the East Colfax Avenue corridor
- Continuing to provide an **affordable travel** option to help reduce household transportation costs.

Station	2019 Daily Ridership	
	East	West
Yosemite	690	638
Chester	139	221
Dayton	664	673
Florence (WB)	-	164
Florence (EB)	175	-
Havana	1503	1416
Kingston	127	173
Moline	666	581
Peoria	886	983
Scranton (WB)	-	148
Scranton (EB)	26	-
Children's Way	0	63
Wheeling/Xanadu	64	29
Colfax Station	394	430
Total	5333	5518

Project Background

- ▶ **The Colfax BRT project has been under study, planning and design since 2012**
- ▶ **Aurora project history – key milestones**
 - ▶ **2012:** Kick Off and Public Scoping
 - ▶ **2013:** Alternative Analyses including LRT, Streetcar, BRT and Enhanced Bus on 20th Ave/Montview, 17th Ave, Colfax and 13th/14th Ave
 - ▶ **2014:** Side-running peak-period BRT alternative initially identified
 - ▶ **2016:** Council Transportation Committee supported the Local Preferred Alternative including side running BRT in exclusive lanes in Denver and general-purpose lanes in Aurora
 - ▶ **2017:** Center Running BRT introduced in the Denver segment
 - ▶ **2018-2019:** Additional project planning and center running recommendation
 - ▶ **2020-2022:** NEPA process and community outreach

Project Background



▶ Project Team working with community since 2012

- ▶ Developed Stakeholder Task Force
 - ▶ 32 neighborhood/community groups
 - ▶ 7 business groups

- ▶ BRT operates in center running bus only lanes from Civic Center to Yosemite in Denver
- ▶ BRT operates in existing travel lanes like current RTD bus service does today in Aurora

▶ Current Phase

- ▶ 4 community meetings held since 2021 to current with 2 more planned this year
- ▶ Preliminary engineering and environmental clearances happening now

Bus Stop Enhancements Planned in Denver

- ✓ Canopies, Wind-screens
- ✓ Level Boarding
- ✓ Ticket Vending Machines
- ✓ Variable Message Signs
- ✓ Project Identity Signage, Branding
- ✓ Station Lighting
- ✓ Security Systems + Cameras
- ✓ Audio/Visual Systems
- ✓ Emergency Telephones





Denver Station Design Concept

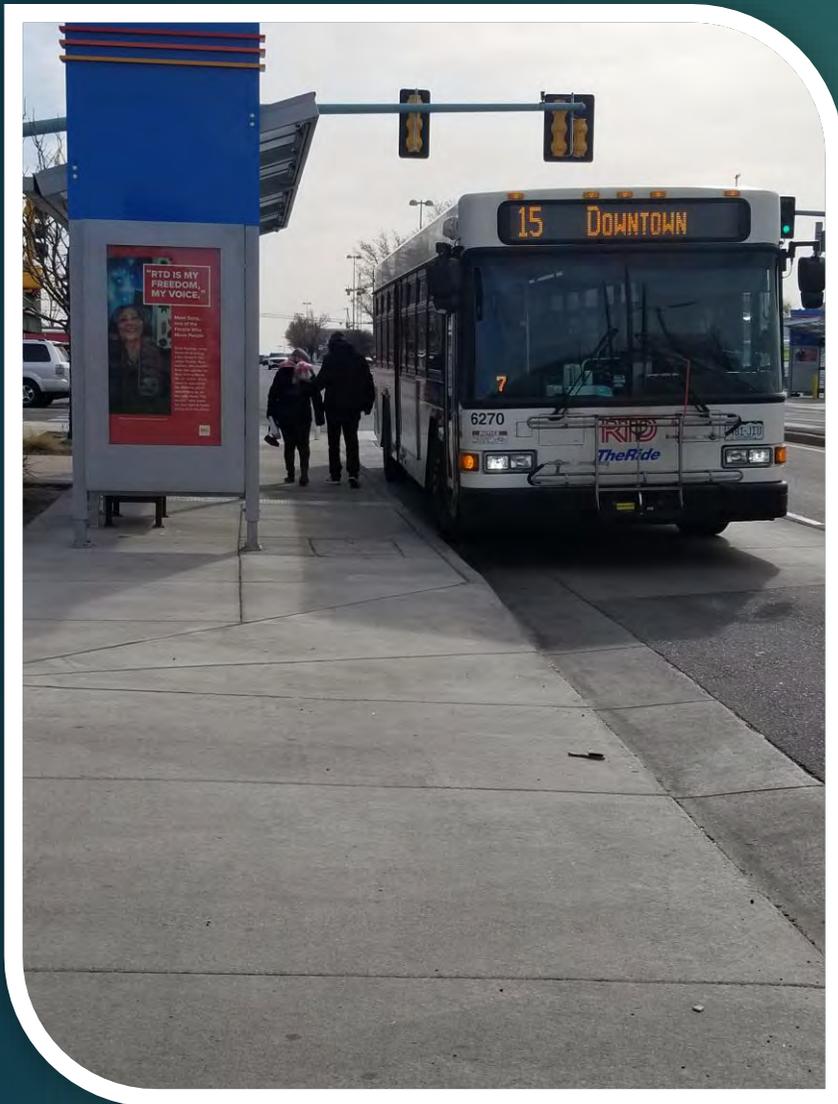
Note: This design will be refined during final design

15 L Bus Stop Shelters (Base Requirements)

- ▶ Existing 15L Shelters with transparent weather protection, benches and trash receptacles
- ▶ Lit map/schedule displays
- ▶ Branding



Existing 15 L Shelter at Eastbound Havana Station



Existing 15 L Shelter
Westbound Moline Station



Existing 15 L Shelter Eastbound Dayton Station

BRT Station Improvement Options

- **Opportunity to partner with Denver and RTD to leverage federal grant funding for BRT along the Colfax Corridor, including station improvements in Aurora**
- **Financial partnership is requested for improvements in Aurora**
 - Demonstrates investment and benefits across both jurisdictions
 - Improves grant competitiveness
 - Construction match funding is pending the design of station enhancements and FTA grant application success.
- **Staff has developed recommendations for Aurora stations**

Staff Recommendation

- Recommend including key improvements beyond minimum required for BRT
 - **Signature station** at Havana
 - **Ticket vending machines** at all stations
 - **Variable message signs** at all stations
 - **Emergency phones, Security Cameras and Lighting** at all stations
 - **Level boarding** at Moline (WB) Peoria and R line Colfax Station



Variable Message Sign



Level Boarding



Ticket Vending Machine



Staff Recommendation and Funding Needs

	Station	Signature Stations	Existing 15L Shelters (Relocated)	New 15L Shelters	Ticket Vending Machines	Variable Message Signs (Schedule Info)	Emergency phone	Level Boarding	TOTAL	
15 L enhanced	Yosemite (EB)		\$ 150,000		\$ 120,000	\$ 40,000	\$ 11,200		\$ 321,200	
Shelter Relocation plus Branding	Chester	-		\$ 500,000	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 842,400	
15 L enhanced (double)	Dayton	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 642,400	
Pylon/monument	Florence (WB)	-	\$ 150,000		\$ 120,000	\$ 40,000	\$ 11,200	-	\$ 321,200	
Shelter Relocation plus Branding	Florence (EB)			\$ 250,000	\$ 120,000	\$ 40,000	\$ 11,200		\$ 421,200	
15 L enhanced (double)	Havana	\$ 7,000,000	<i>Included in Full BRT Cost</i>							\$ 7,000,000
Shelter Relocation plus Branding	Kingston	-		\$ 500,000	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 842,400	
15 L enhanced (single)	Moline	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	\$ 260,000	\$ 902,400	
15 L enhanced (single)	Peoria ¹	-	\$ 300,000		\$ 240,000	\$ 80,000	\$ 22,400	\$ 520,000	\$ 1,162,400	
15 L enhanced (single)	Scranton (WB)	-		\$ 150,000	\$ 120,000	\$ 40,000	\$ 11,200	-	\$ 321,200	
Shelter Relocation plus Branding	Scranton (EB)		\$ 250,000		\$ 120,000	\$ 40,000	\$ 11,200		\$ 421,200	
15 L enhanced (single)	Children's Way	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 642,400	
Shelter Relocation plus Branding	Wheeling/Xanadu	-		\$ 500,000	\$ 240,000	\$ 80,000	\$ 22,400	-	\$ 842,400	
Pylon/monument	Colfax Station	-	\$ 300,000	-	\$ 240,000	\$ 80,000	\$ 22,400	\$ 520,000	\$ 1,162,400	
Total		\$ 7,000,000	\$ 2,050,000	\$ 1,900,000	\$ 2,520,000	\$ 840,000	\$ 235,200	\$ 1,300,000	\$ 15,845,200	
Total estimated cost with contingency + inflation									\$ 23,256,400	
2022 cost for design									\$ 2,325,700	
Estimated construction cost (less design)									\$ 20,930,700	
51% Local Share of Estimated Construction									\$ 10,674,700	

- NOTE: These are planning level costs and will be refined during 60% design. Financial plan for construction is pending design, final project schedule, and FTA grant award.

Overall Current Project Timeline

- *2020 – 2022*: Preliminary Engineering & Environmental Review
- *July 2022*: FTA Small Starts Project Rating Application
- *August 2022*: FTA Small Starts Project Development Approval
- *2023 – 2024*: Final Design (18 months)
- *2024 – 2025*: FTA Small Starts Construction Grant Application Process
- *2026 – 2028*: Bidding, Construction, Bus Acquisition, Testing (approximately 24 Months)
- *Early 2028*: Estimated BRT Service Startup

Questions for Council

- **Does Council agree with the current proposed Colfax BRT station enhancement/operations plan?**
- **Does Council support financial participation for the station enhancements in Aurora?**
 - Up to \$2.33 million in 2022 for design to be formalized via an IGA
 - Estimated \$10.7 million from 2023 through 2026 for construction as 51% local match for the FTA Small Starts grant (pending design).

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

March 3, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member Alison Coombs, Vice-Chair, Council Member Crystal Murillo (Absent)

Others Present: Andrea Amonick, Jack Bajorek, Scott Bauman, Traci Burton, Carlie Campuzano, Lynne Center, Cindy Colip, Tahjeau Evans, Michelle Gardner, Steve Gardner, Karen Hancock, Haley Johansen, Huiliang Liu, Julie Patterson, Mindy Parnes, Laura Perry, Victor Rachael, Jeanie Rustad, Mark Smith, Gary Vidlock, Elly Watson, Tom Worker-Braddock

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the January 27, 2022 TAPS meeting were approved as written

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS

4.a. Colfax Bus Rapid Transit – Project Update

Summary of Issue and Discussion:

Huiliang Liu, Principal Transportation Planner, provided an update on the Colfax Bus Rapid Transit (BRT) project which started in 2012 initially as a study. In 2013, the project evaluated a range of alternatives from light rail transit (LRT) to streetcar, BRT, and enhanced bus. In 2014, the side-running peak period BRT alternative was first identified and in 2016, the side running peak period BRT, with dedicated bus lanes in Denver and mixed traffic flow lanes in Aurora, was selected as the locally preferred alternative. In 2017, the center-running BRT was introduced. Denver then reinitiated this project in 2020 after a short pause. Parsons Transportation Group was hired as a consultant to complete an environmental impact assessment, Federal Transit Authority (FTA) Small Starts Project Development, and preliminary engineering. In Aurora, it will continue to be side running between Yosemite and the Colfax/R Line LRT Station. Several local stops, which include Beeler, Jamaica, Nome, and the Aurora Court westbound stop, were initially not included in the BRT operations plan. There will be three run patterns for the BRT plan with a 4.3-minute average frequency. The R Line Colfax Station to Denver Union Station (DUS) will be at a 10-minute frequency while Aurora Metro Center Station to DUS and Piccadilly Road to DUS will be at a 15-minute frequency. Denver made revisions regarding stops and added back Beeler stops at Chester Street. However, three existing 15 local stops will not be included which are Jamaica with 97 daily ridership, Nome with 105 daily ridership, and Westbound Aurora Court stop with 34 daily ridership in 2019. Staff also looked at the distance to the nearby BRT alternative stops. Nome is currently 660 feet away from Moline as the nearest stop and Jamaica is 980 feet away from Kingston as the nearest stop. There is a large shopping area with a large amount of surface parking on the north side of Colfax and on the south side, there is also an under-developed area and therefore a potential redevelopment site at Jamaica stop. With this, Staff agreed with Denver’s current proposal to not include Nome and Westbound Aurora Court in the current operational plans but will work with Denver to identify Jamaica as a future BRT stop.

Mr. Liu presented a list of potential bus stop enhancements with level boarding identified as one important feature. This allows for easier and faster boarding, especially for people on wheelchairs. Sample pictures of BRT stop designs across the country and in Canada were shown. Mr. Liu also presented the design for 15L Bus Stop Enhancements, which will be the basic stop amenities for Aurora if Aurora would not provide any funding contributions. As per the FTA, shelter, branding, and map or schedule display must be included for a BRT service. For basic station improvements, there would be a \$1.6 million to \$2 million match from Aurora with a total of \$4 to \$5 million for all Aurora stops. For the highest station improvements, it would be a total of \$25 to \$35 million with a requested local match for \$13.8 to \$19.3 million. Real-time scheduling, level boarding, and the ticket vending machines are deemed important for stop enhancements in Aurora. If the city wants to make a contribution, it would be beneficial to apply the city funds to improve stops beyond just the basic elements. Denver is currently working on the Small Starts Project Application, and if this project would be funded through the FTA, the estimate would be by 2028 for the BRT service to start-up.

CM Marcano asked regarding the timeline of the \$13.8 to \$19.3 million Aurora match. Mr. Liu stated that it would be the total project cost for the highest station improvements and could potentially go up. If all stops are looking to be improved in Aurora, \$2.5 to \$3 million is needed for design this year, just as in Denver, and the rest could come in later. CM Marcano asked if that budget was already anticipated or if it would be supplemental. Cindy Colip clarified that it would be supplemental. Laura Perry stated that this would entail entering into an IGA with Denver to negotiate the actual amount for both design and construction. CM Marcano further asked regarding real-time scheduling via smartphones versus displays at each station and if there is a trend of people relying more on smartphones compared to physical displays. Mr. Liu stated that he is not aware of scientific surveys regarding this, however, he thinks that real-time display would still be an important, helpful, and convenient feature to have and considers that not all people have access to advanced technology. CM Marcano agreed and asked for market survey information regarding trends on this issue. CM Coombs stated that it is important to not assume access to a smartphone. From a tourism perspective, people might not have an incentive to download an app if they would only be staying in the city for a short time and that real-time displays would be convenient. CM Marcano agreed with this and mentioned that it would be beneficial to have further information on this in Council Study Session.

CM Coombs asked if there were any stops with physical constraints that would make it difficult to do the level boarding. Mr. Liu clarified that the project team has not yet looked at each site specifically and has only provided a uniform unit cost estimate. Level boarding would be the most challenging part with the right of way, existing curb, and sidewalk width as constraining factors. This will be further analyzed in the later stage of the project. CM Coombs said that it would potentially reduce the cost if there were a handful of stops where it's not possible to implement those level boarding, but that it would be ideal to have them everywhere. As the ADA study is being conducted, it would be beneficial to identify other ways to address those areas that would be allowable for level boarding. She stated that this could be a potentially complicated discussion that would cost more or less, but maybe offset by other projects that need funding. CM Coombs asked if the city would be able to use CDOT or DRCOG or funds from state bills directed towards transit. Mr. Liu answered that Denver is applying for the design fund and that Aurora should be able to apply for future funding for station enhancements. CM Coombs commented that enhanced infrastructure may attract companies to the city to have more jobs and employees to be attracted for work due to easier commutes. She further adds that this can be a major point of conversation with employers, the chamber, and Aurora Economic Development Council (AEDC). Mr. Liu stated that CM Murillo suggested contacting the Anschutz Campus as they could be a potential partner for this project.

Outcome: The committee agreed with all staff recommendations regarding the current proposed bus operations plan, a partnership with Denver to fund Colfax bus station base level improvements in Aurora, and considerations regarding bus stop/station enhancements above the currently proposed base level for the BRT stations in Aurora.

Follow-up Action: Staff will conduct necessary preparations based on Committee's decision and potentially provide another update at the March 31 TAPS Committee meeting.

4.b. Consideration to Approve a Resolution for the IGA between the City and CDOT for the Traffic Signal System Project

Summary of Issue and Discussion:

Carlie Campuzano, Traffic Manager, presented the Intergovernmental Agreement (IGA) for a traffic signal system update between the City of Aurora and the Colorado Department of Transportation (CDOT). The Denver Regional Council of Governments (DRCOG) puts out a call for projects every three years, which is an opportunity to apply for grant funding for traffic technology projects. Out of three that the city applied for, two of the projects were granted awards. \$460,000 in federal funds were given for this project to upgrade the City's traffic signal system. No local match is required. This will fund the update of the traffic signal system including software, hardware, support, and rollout.

Currently, the city uses TACTICS as its existing traffic control system. This system is deemed outdated and has functionality that it cannot support. An evaluation was done to identify the most appropriate system that meets all the functional requirements of the city. TransSuite, the same system used by Denver, Lakewood, and CDOT was determined to be the city's new system. This would be further beneficial as Denver, Lakewood, and CDOT are working on a project that allows them to share data. The Public Works Department has gotten a demo version of TransSuite to ensure that it would work with all the existing field hardware. The department is moving forward to purchase the full version as it has determined that TransSuite is compatible with the current hardware in place.

CM Marcano asked what fail-safes are put in place to prevent an unauthorized person from getting into the city's traffic control system. Carlie Campuzano stated the city's signal system is not connected to the city's network and that they are completely separate. Firewalls are also set in place to not allow unauthorized persons to make changes. The new system also has up-to-date security measures. Regarding sharing data with other agencies, this will then be defined in a future IGA which would allow other agencies read-only access but would not make it possible for them to change the city's signals. In the future, "flush plans" can be evaluated which could allow other entities to run specific timing plans for the city during major incidents. CM Marcano asked for further clarification regarding flush plans. Carlie Campuzano stated that it is a timing plan that could be used for incident management to improve overall regional operations if there's an incident on a major route or freeway. CM Coombs expressed appreciation to Staff for applying for funding that does not require a local match. She is concerned regarding flush plans allowing traffic into neighboring streets and community backlash that may come from this. She highlighted the importance of having good communication with the public should this move forward. C. Campuzano clarified that the system upgrade would take years and that allowing other agencies to update signal timings in the city is not happening soon. CM Coombs reiterated having good communication with the community and making sure that they are heard and respected. C. Campuzano added that it would be an arterial parallel to the freeway that would be used to redirect traffic and agreed that these decisions must be explained well to the public.

Outcome: The committee approved moving this topic to Study Session

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

April 28, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair, Council Member (CM) Crystal Murillo

Others Present: Scott Bauman, Evan Brigham, Traci Burton, Carlie Campuzano, Lynne Center, Cindy Colip, Nell Davis, Michelle Gardner, Steve Gardner, Karen Hancock, Greg Hays, Jeremy Hayword, Haley Johansen, Huiliang Liu, Matthew Kozakowski, Julie Patterson, Mindy Parnes, Laura Perry, Victor Rachael, Jeanie Rustad, Teresa Sedmak, Kim Stuart, Tom Worker-Braddock, Council Member (CM) Dustin Zvonek

Guest: Ben Irinaga, Paul Jamtgaard

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the March 31, 2022 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS

4.a. Colfax Bus Rapid Transit Project Update - Station Enhancements and Cost Estimate for Aurora Stations

Summary of Issue and Discussion:

Carlie Campuzano and Huiliang Liu presented the item. The Bus Rapid Transit (BRT) is a high-quality form of transit service meant to deliver a fast and efficient service that emulates light rail. It has a fixed guideway, so it does not get stuck behind passenger cars. Stations have amenities and features that are more like light rail. BRT routes have consistent branding. The Colfax BRT Project has a route total of 9.9 miles. It is side running in Downtown Denver and utilizes the existing bus-only lanes. For the 5.5 miles in the middle of Colfax, it will have its own dedicated transit lane that is center running. It then becomes side running in Aurora and will run mixed flow with traffic similar to how the 15 and 15L buses travel currently but with branding and station enhancements and increased travel-time frequency. For the BRT, there will be three different defined routes and more frequent service. This will result in bus frequency of a little over 4 minutes in the day and 20 to 30 minutes for late-night service. The Colfax corridor already services 22,000 boarding's per day and is estimated to have a 25% increase in demand by 2040. This BRT project allows for high-capacity service that could increase ridership by 40% by 2040. This project would also improve safety, provide affordable travel, and support future investment for businesses.

The project was started in 2012 when Denver initially branded the study as Colfax Corridor Connections. The project evaluated various alternatives, such as Light Rail, Bus Rapid Transit,

Streetcar and Enhanced Bus as well as different corridors including 20th/ Montview Blvd., 17th/18th, Colfax and 13th/14th. By 2016, a local preferred alternative plan was identified which included side running BRT with dedicated lanes in Denver during peak periods and side running in mixed flow traffic in Aurora. Center running BRT was introduced in Denver in 2017 partly due to less business impacts during construction when compared to the side running alternative. A community task force was formed in 2012 with participations from representatives of neighborhood organizations, including former Council Member Caldwell and the Chamber of Commerce. Since the project restarted in 2020, city staff have identified all potential stakeholders in Aurora for the Denver project team to notify. They had four community meetings last year and are planning to have two more meetings this year. Denver is moving forward with the preliminary engineering and environmental clearance work with the goal of having the Federal Transit Administration (FTA) Small Starts Project rating completed by 2022 and the final design and construction about two or three years later if they can secure the FTA grant.

Denver is creating brand new stations in the middle of the road which include canopies, level boarding, ticket vending machines, real-time travel information message signs, audiovisual systems, emergency phones, security, branding, and station lighting. In Aurora, shelters like the existing 15L stations are required to be included to meet the minimum FTA requirements. At a minimum, lit maps and static schedule displays would be added to these shelters.

Denver and the Regional Transportation District (RTD) are in the queue for an FTA Small Starts Grant where they will be able to use local Denver match money to apply for \$150 million in federal grant money to deliver the project. A financial partnership is requested from Aurora to fund the improvements in Aurora since Denver's local match funds can only be used within the Denver city limits. Any construction dollars from Aurora would be owed only if the grant is successful. If the grant is not awarded, Aurora would not owe that funding.

Staff has been collaborating with Denver on this project and has developed recommended improvements beyond the minimum requirements within Aurora. Recommendations include the following items all Aurora stations: ticket vending machines, emergency phones, security cameras, lighting, and variable message signs with real-time information. Staff also recommends level boarding to help persons with disabilities board the BRT at select stations based on the physical topography and the need based on ridership data. Moline Street, Peoria Street, the R-Line, and Havana Street are identified to include level boarding. In addition, staff recommends including one enhanced "signature station" similar in aesthetics to Denver's station design. This type of enhanced station could be included at Havana Street and Colfax Avenue where there is high ridership and enough right-of-way available to install the larger station.

With contingencies and inflation, the overall cost design and construction costs for improvements within Aurora would be about \$23.3 million, 51% of which would be funded by the FTA grant. For 2022, Aurora would need to contribute 10% of that total for design, or \$2.3 million. The remaining \$10.7 million would be needed later on and the terms and timing of payments will be negotiated with Denver through an Intergovernmental Agreement (IGA). Costs presented are planning level and more solidified costs will be available as design advances.

As far as schedule, Denver is now working on preliminary engineering, environmental review, and clearances for the project. They are also working with stakeholders such as Aurora, RTD, and Colorado Department of Transportation (CDOT) and are preparing for the FTA Small Starts grant

application. After this, the final design, bidding, and construction will follow. A completed BRT service along Colfax Corridor is estimated to be functional in 2028.

Council Member (CM) Marcano mentioned that the level of boarding is important, and he wishes that they could do it in more than just four stations to increase accessibility. He stated that he understands that existing infrastructure poses challenges to making that happen. He added that real-time schedule displays would be helpful and important to have. He asked if they can also be utilized to display emergency alerts. Carlie Campuzano mentioned that the signs get data directly from the buses if a delay or a reroute is needed. She said that those are details that they will need to work out in more detail later. Council Member (CM) Coombs supported the staff recommendation and asked if they can secure other funds through the bipartisan infrastructure bill or other available funding through the state. She asked if those could be used for local matches and if there are grants that might be eligible that are permitted for low taxes. Laura Perry said that the Infrastructure and Jobs Act Bill is inclusive of the \$150 million FTA Small Starts Opportunity, and it raises the cap. She mentioned there is more funding that positioned the opportunity to move forward. She said that there are other funding opportunities such as grants from the Denver Regional Council of Governments (DRCOG) and other sub regional forums coming forward through the state or other means that the City might be able to pursue. Huiliang Liu said that Denver is getting \$12 million for the design expense, and Aurora will also look for a similar opportunity in the upcoming Transportation Improvement Program (TIP) applications. He added that City staff met with Anschutz Campus staff and informed them about the opportunity to make enhancements for some of the stops such as at Scranton Street and others. He added that Anschutz will also reach out to Veterans Affairs (VA) to see if they are interested in potential level building enhancements. He mentioned that the department may have another meeting with VA regarding improvements.

CM Coombs asked if there could be situations wherein buses end up stacking up to each other due to traffic and sharing lanes. She asked if this could potentially cause delays or less efficiency in the system. Carlie Campuzano said that Denver is working with a consultant on a detailed traffic model to understand travel times and person throughput for the BRT as well as passenger cars. She mentioned that the line is center running in Denver because that is where a lot of congested intersections are. She added that Aurora is side running because Aurora does not have many parallel facilities for traffic to divert. Unlike Denver's solid grid system, Aurora has Anschutz and areas like Del Mar Parkway that divide routes. C. Campuzano mentioned that drivers in general do not prefer using the right lane and that there is a lot of friction with turning traffic. She stated that City staff are also talking with Denver about incorporating transit signal priority at Aurora signalized intersections to give priority and more green time to buses. They are currently working on this in Havana through a separate DRCOG project. She added that they are looking into other strategies to make sure that buses are not getting backed up by general-purpose traffic.

Council Member (CM) Murillo mentioned that the schedule must be real-time. She mentioned that she understands why they are not creating level boarding for all stations, but she would support and advocate planning for funding to make future stations level. She stated that there will be rapid development in the Ward I area, but all she has seen is market-rate development. She asked if there was a way to work towards an equitable transit-oriented development designation along the BRT line and funding opportunities for level boarding, bus route improvements, or mass transit accessibility. C. Campuzano said that they have talked with Denver to try and balance the spacing of the stations and the frequency of the buses. With redevelopment, she said that they can look at and have more conversations regarding this, but additional stations and additional enhancements

beyond what has been presented are currently not included in the plan. She mentioned that they typically require sidewalks and Americans with Disabilities Act (ADA) facilities with any redevelopment. CM Murillo said that public improvement would be considered an asset and would increase the property value. She stated that with the rapid development in Denver, it is not necessarily affordable and is mostly at market rate. She added that she is trying to maximize the Ward I community benefit from public improvements. CM Marcano stated that the Arapahoe Transportation Subforum Executive Committee sent a letter of support to DRCOG for this project. He added that he suspects that there will be a TIP opportunity for funding to help offset the local match.

Outcome: This item was presented as informational only and is already on the Study Session Agenda for Monday, May 2, 2022. The Committee supported this item.

Follow-up Action: Staff will move the item forward to Study Session.

4.b. Consideration to Approve a Resolution for the Intergovernmental Agreement (IGA) between the City of Aurora and Colorado Department of Transportation (CDOT) for Funding of the Aurora Missing Sidewalks Project

Summary of Issue and Discussion:

Matt Kozakowski, Transportation Project Delivery Manager, presented the item. The Missing Sidewalks Project started in 2017 and was awarded in 2019. It received its construction funding in the final year of the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) 2020-2023 cycle. The project is a combination of two DRCOG funding applications from Arapahoe and Adams County that were both awarded. Selected locations are now being moved through the design process. The need for temporary construction easements at all locations is anticipated for grading and cleanup. Acquisition of easements is expected to start later in 2022. Construction is set to begin in September 2023 at the latest, as required by the grant program. Most of the design work is being done by the city staff and consultants have been hired for specialty work. The project will essentially build sidewalks where there are currently none. In 2015, the city created an inventory of all missing sidewalks within Aurora, resulting in an extensive Geographic Information System (GIS) database. After this, ranking criteria were developed and vetted in the Public Works and Planning Departments. The criteria were then presented in the grant application. The city then worked with the Bike-Ped Coordination Group to get feedback on key locations. Problem areas were also identified through the DRCOG accident data. Social trails were also taken into consideration. Locations for improvement are spread throughout the city. The project budget totals \$2,885,000 which had an overmatch beyond the 80-20 minimum rate for local and federal funding. The project also received additional COVID relief funding which is anticipated to be used to cover escalating costs.

Council Member (CM) Marcano advocated for a problem area on Yale Street between Peoria Street and Xanadu Street. He mentioned that the south side of Yale Street has no sidewalk but has a social trail that also caters to the aging population and people with disabilities. He mentioned that there are bus stops where people are dropped off at Yale Street, which is inaccessible and unsafe for those who use walkers and wheelchairs. He asked why that area was not considered. Cindy Colip answered that they worked with the planning and the DRCOG criteria for the locations and with the criteria and available funding, Yale Street did not rise to the top of the priorities. She mentioned that they are planning to go after additional funding for the upcoming year and would see if Yale Street

could be added. Council Member (CM) Coombs asked what the role of the Americans with Disabilities Act (ADA) audit will be in determining prioritization for missing sidewalk funding. She also asked if they would look at allocating funds outside of the DRCOG TIP grants to ensure greater accessibility in missing sidewalks and areas with sidewalks that are inadequate for ADA accessibility. Matt Kozakowski stated that the ADA Transition Plan overhaul is still underway. He added that it is a federal requirement of the Transition Plan to have a dedicated funding source identified. Cindy Colip added that a phased approach for implementation is also required.

Outcome: The Committee approved the item to move forward to Study Session.

Follow-up Action: Staff will move the item forward to Study Session.

4.c. Glydways Mesh Network

Summary of Issue and Discussion:

Ben Irinaga and Paul Jamtgaard presented the item. Glydways is a tool to provide mobility and public transit to communities. It focuses on high-capacity transit with a low cost to build and operate. It is also financially and environmentally sustainable and supports existing transit. Glydways disaggregates people and takes 1.25 to 1.625 people per trip and is more comparable to a personal car. It operates on fixed guideways with autonomous battery electric vehicles. It also operates continuously and does not stop at stations between your destination. Glydways also has the flexibility of operations that can serve up to 10,000 people per direction during peak hours and matches demand during off-peak hours. Vehicles are also fully Americans with Disabilities Act (ADA)-compliant and have slots for bikes and scooters. Customization of lighting, air conditioning, and music can also be done. Rides can be coordinated by interacting with screens inside the vehicle and then use a Radio Frequency Identification (RFID) transit card or ticket to access and execute the ride.

Vehicles used are lightweight electric vehicles that are about four feet wide and would require very small lanes. This changes the magnitude of cost and is also nimble in terms of right-of-way. Glydways run at constant speeds and are autonomous. They integrate within different communities by expanding off various rail lines and major bus lines. The system also relies on labor to lead a lot of the efficiency, build the infrastructure, and keep the system operating. Glydways rely on partners and providers such as manufacturers, designers, engineers, consultants, and the community. They work with these people and rely on their expertise to do the infrastructure. On the funding side, Glydways is flexible, and the city can explore private financing, or the project can be completely funded by public measures. The system is designed to last for at least 50-years but most of the components will last longer than that. Glydways work together with the transit agencies, counties, public agencies, and the communities to identify the challenges and needs to come up with a solution. Glydways is still an infrastructure-based solution and not yet on-road. Vehicles can be retrofitted once level 5 autonomy is achieved and will be allowed to drive off fixed sideways as a neighborhood electric vehicle. The American Society of Civil Engineers has a very specific standard that governs this and the jurisdiction for that generally will fall under the Colorado Public Utilities Commission if work will be done in Aurora. Glydways had done a lot of outreaches worldwide and gathered proof of concept.

Glydways also conducted community engagement in Denver-Aurora and revealed a great need in the airport. For the Fitzsimons Redevelopment Authority (FRA) loop, small-scale access points can be installed to provide community coverage to a pedestrian-oriented level of service. A potential pilot can be placed such as the Fitzsimons Light Rail Transit (LRT) location. Another good location for a pilot would be near the light rail station of Aurora Metro Center from the civic center to demonstrate the ease of use of the system. It can also respond to a much more cohesive neighborhood, whether grade- elevated or underground such as in the north side of the East Cedar shopping area or the Town Center in Aurora.

Council Member Murillo mentioned that she empathizes with wanting to increase mobility and asked for the plans moving forward. Victor Rachael answered that they would look for opportunities to partner, further define alignments, and funding. CM Murillo stated that since it involves the campus, they could reach out to the Fitzsimons Redevelopment Authority (FRA). She also mentioned that the CU team has been active in maintaining community engagement and had a community-campus partnership. She added that there could be funding to be had from that group. Paul Jamtgaard mentioned that with community engagements, they do introductions and identify key stakeholders within the community to define the priorities of need for the priority population. After this, a vision is created for a given location. CM Murillo said that she needed to log off to attend another commitment and thanked the presenters.

Council Member (CM) Marcano said that he sees a lot of opportunity in the product and sees it as a transportation solution to act as a last-mile connector where RTD service already exists. He mentioned that he would want a complete separation from nonautonomous paths of travel and there is an opportunity to piggyback on existing easements and rights-of-way for a pilot. He mentioned that the area to best represent it would be connecting the Metro Center Station to the Municipal Center Campus. However, there is a tunnel there that is a pedestrian and bike path. He stated that there are other parts of the city that are underserved in existing access to bike and light rail but have access to open-air rights-of-way like the Highline Canal. He asked if the staff has investigated other areas and saw them as potential areas for a pilot. V. Rachael stated that there are certain factors they would have to look at like floodplain and water table concerns should vertical improvements be done. He said that they will look at other potential options for a pilot. CM Marcano stated that if the staff sees feasibility and Council agrees, he would like to start with something at grade to utilize the already existing right-of-way. He added that he would want to avoid tunneling or any vertical improvements.

Council Member (CM) Coombs mentioned that for the High Line Canal, there is a strong impulse among the Canal Collaborative to make sure that it remains a nature access area and they might not consider it as compatible for a pilot. She stated that they should improve areas that have no access. She added that there are areas in Ward II that are not served by transit and cannot be under the current Regional Transportation District (RTD) model and service areas. CM Coombs said that it would be relevant for people with disabilities because Access-A-Ride does not go outside of the service area. She suggested working with Denver Regional Council of Governments (DRCOG) and American Automobile Association (AAA) for partnership opportunities. V. Rachael agreed that there are a lot of areas in Ward II outside the boundaries and he mentioned that constituents have asked about having them included inside RTD. B. Irinaga said that for areas with existing transit, they are not an isolated solution. He added that they must work with RTD and other service providers to find which tool is best to address different, challenges, and needs.

CM Marcano asked if there is merit in putting together a pilot at this time. V. Rachael said that they first need to do public outreach, talk to stakeholders regarding interests, and identify the needs and concerns. CM Marcano asked if staff will work on an outreach plan. V. Rachael agreed and stated that they will collaborate with transportation planning.

Outcome: Information Only

Follow-up Action: Staff will work on the public outreach plan to put together a pilot.

4.d. Roadway Maintenance

Summary of Issue and Discussion:

Lynne Center, Greg Hays, and CM Zvonek presented the item. Since 1986, Aurora has seen a 67.4% overall network growth. From 1998 to 2006, there was a 30% growth, and those streets are due for more robust maintenance. If uptick trends continue, 300 centerline miles are expected to be added to the network in the next 5 to 10 years. For pavement maintenance management, the Public Works Department utilizes a computerized system that forecasts pavement conditions and recommends the most cost-effective strategies and schedules based on the Pavement Condition Index (PCI). The annual program goal is to apply the appropriate strategy at the appropriate time. Although the system makes recommendations, the department also considers other factors. The PCI is a combination of surface and structural conditions gathered and calculated from field data. It shows how a pavement reacts to traffic loads and its overall condition. A consultant uses technology to measure cracks and their depths, percentages, and ride quality to get the surface condition. Structural conditions show how pavements handle traffic loads and are measured by a falling weight deflectometer (FWD). Both data are objective and repeatable. A pavement's PCI changes within its life cycle. There is a 40% drop in quality in the first 75% of pavement life and another 40% drop in the next 12% pavement life. Given the current condition of Aurora's roadway network, a PCI goal of 73 will be cost effective and keep roadways in the "Good" category. Overall, Aurora is at PCI 69.

A map of roadway segments under 70 was presented which shows that 43% of the network is rated fair or less. CM Marcano asked for a higher resolution version of the map. Lynne Center stated that she will send it to him and added that she attached it to the E-scribe document. CM Marcano stated that it came up smaller since he is using a different program rather than E-scribe.

Previously, the department recommended the 15-20-25 plan for roadway maintenance. However, this approach introduced two issues to be solved, a budget backlog of approximately \$60 million and future funding to achieve this paving cycle. Instead of this, Staff recommended a PCI approach that focuses on pavement condition goal and does not create a budget backlog. Two funding options were presented including a "pay as you go" option and a one-time influx option. The "pay as you go" option resulted in very high annual budgets needed to achieve a PCI of 73. With a \$35 million influx from a bond, or other source, Aurora can reach PCI 74 and still maintain the 2022 approved 5-year budget. The 15-20-25 is more subjective compared to using the PCI for roadway maintenance.

Greg Hays, Budget Officer, explained that staff is looking to create a separate transportation maintenance fund that takes out money that would go into Capital Projects Fund for road maintenance and make it more transparent. Each of the 5 orgs related to the PCI will be taken out of the Capital Projects Fund and into their own fund. With this, the city would need to send money to cover funds from the CPF or general funds. This could be done by swapping out the BMUT for Auto Use Tax. The city also has an opportunity to issue Certificates of Participation (COP) for \$35 million that would not require voter approval to help the roadways reach PCI 74 and be maintained at 73 to 74 moving forward. If the \$35 million would be received from bonds, voter authorization and a project paired with it are needed. If the city decides to do the COP option, the money could be received sooner.

CM Marcano asked what the projection would be for the cost of the bond factoring in interest rates. He mentioned that a lot of municipalities get into trouble with debt financing infrastructure maintenance to a large degree. CM Marcano mentioned that he would like to exhaust all possibilities to avoid debt financing. He asked if they would be able to sustain what they have if

they do a \$35 million one-time influx and shift the accounting to create a new bucket for maintenance and use auto use tax for the building materials. Lynne center confirmed that they would be able to get to a PCI 74 and maintain that with increases for growth and inflation. CM Marcano asked for options that do not include debt financing.

Greg Hays stated that debt and paying it off over time is a better option. There are funds available in the general fund but some are restricted, committed, or assigned. He mentioned that the 10% policy reserve and similar assigned funds will help in unforeseen or emergency circumstances. If \$35 million of that was used for this purpose, the City would be susceptible during times such as what we experienced during COVID. He mentioned that the \$35 million sounds like a lot of money but is only about four weeks' worth of general fund operations and the less those dollars are touched, the more comfortable he will be. L. Perry said that they can run the debt service numbers based on the current interest rate and provide a number. She mentioned that with infrastructure, the more the maintenance is deferred, the more costly it gets. She added that the one-time money allows the city to catch up quickly and sustain the network. T. Sedmak mentioned that the city is a highly rated credit and if they were to finance the 4%, it would be below the cost of inflation. She added that project costs with inflation are going up faster than the debt service would be. CM Zvonek stated that he thinks getting the \$35 million this year could be done and would allow the city to get caught up and maintain the road at adequate levels. CM Marcano agreed that that could be a possibility.

However, he wants to see if there is a middle ground like using some of the cash on hand to reduce the \$35 million. He mentioned the Aurora Water Bond that was prepaid when we had good years. He added that he would hate to pay the time and a half of the total project cost because of interest. He mentioned that the 4% comparatively might be a better alternative than inflation. CM Coombs agreed that the one-time fund would be ideal but also agreed that it would be great to look at the cash on hand and reduce the amount that the city would have to do from the COP. She asked if the same comments apply to the operating reserve just as the policy reserve. G. Hays said that both operating and policy reserves are there just in case. He mentioned that they were able to do the I-70 Piccadilly Interchange and Enterprise Resource Planning (ERP) through the policy reserve. CM Coombs asked if these can be used as tools to reduce the amount to be financed. She asked if there are tools that would ensure that development pays its way in an ongoing manner with respect to road maintenance and those networks currently financed through metro districts (MDs). She added that she wants to revisit the transportation impact fees conversation. Cindy Colip said that she would get back to CM Coombs on the transportation impact fees. Lynne Center mentioned that the average network growth is at 2% per year and as long as the budget is grown to cover inflation and growth, the city should be okay. However, if there is a 20% growth in a year, the city would be in trouble. CM Marcano said that they can't ignore the impact that metro districts have on the city's liabilities in terms of roadway maintenance given that the MDs pay for the initial construction, but the city inherits the ongoing maintenance fees. He said that it is not fair to lump the maintenance of roadways onto the city given that the city could not afford to build them in the first place. He mentioned that it would help with the ongoing financial stability to not just help the city catch up but ensure that this situation will no longer be faced by future councils.

Outcome: The Committee approved the item to go to Study Session.

Follow-up Action: Staff will move the item forward to Study Session.

5. MISCELLANEOUS MATTERS

None.

6. ANTICIPATED TOPICS FOR NEXT MEETING

- Two IGAs
- Nine Mile Bridge Funding

7. CONFIRM NEXT MEETING

The next meetings were confirmed for June 2, 2022, and June 30, 2022, at 1:00 PM.
They will both be virtual meetings.

Approved: _____ 2022.06.03

CM Juan Marcano, Committee Chair Date

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

September 22, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair

Members Absent: Council Member (CM) Crystal Murillo

Others Present: Scott Bauman, Traci Burton, Haley Busch-Johansen, Mac Callison, Charlie Campuzano, Lynne Center, Cindy Colip, Liz Fuselier, Michelle Gardner, Karen Hancock, Jeremy Haywood, Matthew Kozakowski, Daniel Krzyzanowski, Mindy Parnes, Julie Patterson, Laura Perry, Victor Rachael, Elly Watson, Tom Worker-Braddock

Guest: Council Member (CM) Curtis Gardner

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the July 28, 2022 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS

4.a. Mexico City's Bus Rapid Transit System

Summary of Issue and Discussion:

CM Curtis Gardner gave a presentation on Mexico City's Bus Rapid Transit (BRT) System. The BRT system is a bus-based transportation system that provides public transportation options and the convenience of a subway system while reducing costs. This system is widely used in geographically diverse places and tends to be most successful in dense cities. In Mexico City, BRT systems have dedicated lanes and traffic priority, which include a traffic lane with the letters BRT. Mexico City is the largest city in North America with a metro population of over 22 million people and 7 million cars. It has lots of traffic and is densely populated. Their BRT system has a daily ridership of 1.5 million residents; the first line opened in 2005. They primarily use side-running dedicated lanes with some center running lanes. In contrast, Denver will have center-running dedicated lanes and Aurora will not have dedicated lanes. Mexico City uses a combination of articulated buses and double-decker buses. Riders purchase a prepaid card that can be reloaded and costs the equivalent of \$0.70. A single trip, no matter the distance and including line transfers within the system, costs an equivalent of \$0.30. Senior citizens, people with disabilities, and those under 18 ride the BRT for free. The buses also have designated women-only seating areas with pink doors and pink seats.

The map of the system covers most of the populated areas of the city. To address the first mile-last

mile problem, Mexico City provides electric bikes that riders can rent to get to their house or work and bring back to the BRT station. Their regular BRT stations include shelter, seating, a scrolling ticker for information on the next bus, a system map, and ticket kiosks. The buses come every 45 seconds to a minute during peak hours. They also have transfer stations that connect the BRT, bus, and subway systems.

Committee Discussion:

CM Gardner commented that he hopes that they have an opportunity to look at dedicated lanes in Aurora. He mentioned that this is part of what makes the system successful in Mexico.

CM Marcano asked what the overall network cost, return on investment in terms of motor vehicle trips saved, and reduced infrastructure maintenance costs are. CM Gardner said that the costs vary with the line that was built and the cost changed dramatically for the last line compared to the first line built in 2005. He added that there has been a significant reduction in both car trips and traffic leading to fewer costs in terms of rebuilding roads. He noted that even though the buses are heavier, it is better than 7 million cars per day. CM Marcano asked if they discussed the capacity on roadways. He mentioned that some existing roadways would have been repurposed for the dedicated BRT lanes. Should this be done in Aurora, four lanes would be reduced to two general-purpose lanes. In Denver, six lanes will be reduced to four. He asked how this impacted the traffic and capacity in the smaller parts of the network. CM Gardner said that most areas are similar to Denver wherein there was a reduction from six to four lanes. He added that they conducted traffic studies that weighed options for having one dedicated lane each way and one for BRT or road widening depending on the area and expected usage. They estimated the reduction in car traffic and if it will be acceptable for general-purpose traffic.

CM Marcano mentioned that he thinks that they have an opportunity to add dedicated lanes as they get closer to Peoria but perhaps not the denser and built-out portions of Colfax. He added that they have the width to the east of Peoria. CM Gardner commented that urban planning is different in Mexico City and in Aurora. He added that there were times wherein traffic was at a standstill and the BRT flies along.

CM Coombs asked for CM Gardner's assessment of the impact of greater walkability and the general urban design and planning on their transportation. CM Gardner noted that Mexico City is easy to get around in terms of public transportation and walkability. Sidewalk areas had green spaces and public art. However, he mentioned that people that require wheelchairs would have difficulty considering that they don't have the same ADA standards as they do in the United States. He added that the public transport was easy to navigate and user-friendly in terms of signage, maps, messaging boards, and kiosks despite only understanding some Spanish. CM Coombs agreed that even on large roads in Mexico, everything is designed so that people can walk. She added that they should also look at wayfinding in terms of the transportation system.

Outcome: Information only.

Follow-up Action: No follow-up needed.

4.b. Consideration to Approve a Resolution for an IGA between the City of Aurora and the City and County of Denver for the Colfax Bus Rapid Transit Project

Summary of Issue and Discussion:

Carlie Campuzano, the Traffic Manager, presented the Intergovernmental Agreement (IGA) between

Aurora and Denver for the Colfax Bus Rapid Transit (BRT) Project. This IGA is specifically for the design phase of the project which consists of a \$2.33 million contribution from the City of Aurora. The project was presented to the TAPS Committee in March and April 2022 and to the full council in May 2022. Staff moved forward with the agreement with Denver based on the feedback and support from Council.

The Colfax BRT Project, in collaboration between Aurora, Denver, the Regional Transportation District (RTD), and the Colorado Department of Transportation (CDOT), is divided into three segments. The first segment will be side-running through Downtown Union Station and Civic Center in Denver. The second, also within Denver, will have dedicated center-running bus lanes. The last section will be in Aurora from Yosemite to I-225 and will consist of side-running mixed flow bus lanes with general traffic. Currently, Denver and other stakeholders have been working through the National Environmental Policy Act (NEPA) process, or environmental clearance process, which requires a traffic study, community outreach, and stakeholder outreach. The NEPA process is being done in preparation for a Federal Transit Administration (FTA) Small Starts Grant.

Based on the FTA definition of BRT, stations are required to have weather protection, benches, trash receptacles, lit maps, static schedule displays, and branding elements. From feedback through the TAPS Committee and full council, staff moved forward with recommendations for additional enhancements beyond the required minimum within Aurora. These enhancements include a signature station at Havana, ticket vending machines at all stations, variable messaging signs showing real-time bus arrival times, emergency phones, security cameras, and lighting at all stations. Level boarding will also be placed in areas chosen by staff based on physical constraints and ridership data. Based on these elements, Aurora and Denver prepared the cost estimate for the design. Construction and maintenance costs will be handled in separate IGAs once the initial design effort is completed and pending the success of the Small Starts application. If the grant is awarded, then staff will move forward with future project phases.

Currently, staff is on working on the preliminary engineering. The FTA Small Starts Rating Application was submitted by Denver and is currently in the approval cycle. The final design is expected to be done in an 18-month period from 2023 through 2024. Following this will be the construction application process, bidding, construction, bus acquisition, and testing. The BRT Service is expected to start in 2028.

Committee Discussion:

CM Marcano asked if the BRT buses can kneel. C. Campuzano said yes. CM Marcano asked who is handling the trash removals at the stations. Victor Rachael clarified that for stations with advertising, it is the third-party vendor. For stations with no advertising, the responsibility falls to RTD. CM Marcano mentioned that there have been issues wherein trash is left piled up at stations where advertisers are responsible.

CM Coombs asked how they will manage accessibility features. She mentioned that there was an issue regarding the gap size between the curb and boarding for wheelchairs. She added that staff has to come out and let down a ramp for the current light rail, and buses let down the ramp electronically. C. Campuzano said that she has not yet talked about this topic specifically with the team. She mentioned that Denver and RTD are working on the specific designs for the buses, and they will account for accessibility. She added that she will research this and provide answers for the Study Session. CM Coombs highlighted the importance of a smooth boarding process.



CITY OF AURORA

Council Agenda Commentary

Item Title: Peoria Crossing Bridge Maintenance Intergovernmental Agreement (Resolution)
Item Initiator: Matt Kozakowski – Transportation Project Delivery Manager
Staff Source/Legal Source: Matt Kozakowski – Transportation Project Delivery Manager / Michelle Gardner – 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: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to Approve a Resolution for the Intergovernmental Agreement between the City of Aurora and the City and County of Denver regarding Ownership, Maintenance, Rehabilitation, Replacement and Reimbursement for the Peoria Crossing Project
Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 7/28/2022

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 December of 2011, the City of Aurora, the City and County of Denver, and the Regional Transportation District entered into a Project Funding Intergovernmental Agreement (IGA) for the Peoria Street Grade Separation Project. The IGA outlined the funding commitments of the 3 parties as well as a Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) grant which was used to fund the project in part. The IGA also established project management responsibilities and protocols for execution of the design and construction. Finally, the IGA deferred the maintenance and operation of the facility to separate agreements, with the exception that it specified RTD would not have any maintenance or operational responsibilities.

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

The design and construction of the Peoria Crossing Project was managed and completed utilizing a design/build alternative delivery method managed by the City and County of Denver with participation from the Aurora Public Works Department. The project removed the at-grade crossing of the Union Pacific Railroad (UPRR) at Smith Road and replaced it with a grade-separated bridge structure. The new structure spans Smith Road, the UPRR facility and the RTD A-Line. This Project was substantially complete and open to the public in September of 2014. The execution of the ownership and maintenance IGA was deferred until a time that Denver resolved some construction warranty issues with the contractor. With that process complete, the Aurora and Denver are now entering into proposed maintenance IGA.

The proposed IGA sets the terms between City and County of Denver and City of Aurora for ownership, operation, maintenance and reimbursement responsibilities, including detailed terms for repair, rehabilitation, replacement of the bridge and associated project elements. The IGA establishes individual and shared responsibilities, including cost sharing responsibilities, for the more intensive rehabilitation or replacement activities for the bridge specific elements. In general, ownership, operation, and maintenance of the bridge itself, and elements of the project improvements to the north of the bridge, are City and County of Denver responsibility with a few exceptions. The exceptions mainly include that City of Aurora will provide trash and graffiti removal below the bridge, including the sub-structure, within the City of Aurora's jurisdictional boundary (south of 37th Ave) as well as provide snow removal on the bridge. Elements of the Project south of the bridge will remain City of Aurora's responsibility to own, operate, maintain, repair and replace, including the south plaza area and associated bridge approach retaining walls.

In addition, the IGA establishes communication and coordination protocols, grants rights of entry to each entity to **operate and maintain facilities in each other's ROW through review of necessary no-cost permits** for operation and maintenance activities.

QUESTIONS FOR COUNCIL

Does Council approve the Resolution for the Intergovernmental Agreement between the City of Aurora and the City and County of Denver regarding ownership and maintenance responsibilities for the Peoria Crossing Project?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (M. Gardner)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Maintenance funding will need to be allocated in future years, consistent with items identified in the IGA, through the City's budget process.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
AURORA AND THE CITY AND COUNTY OF DENVER REGARDING THE OWNERSHIP
AND MAINTENANCE RESPONSIBILITIES FOR THE
PEORIA CROSSING PROJECT

WHEREAS, the City of Aurora, Colorado (the “City”), and the City and County of Denver, Colorado (“Denver”), collectively “the Parties”, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, Denver, Aurora and the Regional Transportation District (“RTD”) cooperated to fund, acquire right-of-way for and construct a grade separated crossing and related improvements in the area of Peoria Street and Smith Road (the “Peoria Project” or “Project”); and

WHEREAS, Denver, Aurora and RTD executed the Peoria Project Agreement (Peoria Street Grade Separation Crossing) dated April 12, 2013, which states that “Aurora and Denver shall enter into a separate agreement delineating maintenance responsibilities of the two Parties in relation to the Peoria Project”; and

WHEREAS, the intergovernmental agreement addresses ownership of Project improvements and the Parties’ respective operation, maintenance, rehabilitation, replacement and reimbursement responsibilities for identified elements of the Project; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City of Aurora and City and County of Denver regarding ownership and maintenance responsibilities for the Peoria Crossing Project.

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

Section 1. The Intergovernmental Agreement between the City of Aurora and City and County of Denver regarding ownership and maintenance responsibilities for the Peoria Crossing Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the intergovernmental agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT

(Peoria Crossing – Ownership, Maintenance, Rehabilitation, Replacement and Reimbursement)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) and the **CITY OF AURORA**, a municipal corporation of the State of Colorado (“Aurora”). Denver and Aurora are collectively referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, Denver, Aurora and the Regional Transportation District (“RTD”) cooperated to fund, acquire right-of-way for and construct a grade separated crossing and related improvements in the area of Peoria St. and Smith Road (the “Peoria Project” or “Project”); and

WHEREAS, Denver, Aurora and RTD executed the Peoria Project Agreement (Peoria Street Grade Separation Crossing) dated April 12, 2013, which states that “Aurora and Denver shall enter into a separate agreement delineating maintenance responsibilities of the two Parties in relation to the Peoria Project;” and

WHEREAS, this Agreement addresses ownership of Project improvements and the Parties’ respective operation, maintenance, rehabilitation, replacement and reimbursement responsibilities for identified elements of the Project.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

SECTION 1-DEFINITIONS

1. **Project** - The term “Project” shall mean the grade separated crossing and related improvements constructed pursuant to the Peoria Project Agreement dated April 12, 2013.
2. **Project Element** – “Project Elements” include those elements of the Project identified on the Peoria Crossing Responsibility Matrix – Attached as **Exhibit A**.
3. **Owner** - The term “Owner” shall mean the party with legal title to a specific Project Element.
4. **Operation** – The term “Operation” shall mean those day-to-day activities that may be necessary so that the Project Element functions for its intended purposes. Operation may include (but is not limited to) inspecting, sweeping, graffiti removal and snow removal.
5. **Maintenance / Maintain** – The term “Maintenance” or “Maintain” shall include the routine, recurring work typically and customarily employed by similar entities to preserve and prolong the useful life of a Project Element. Maintenance may include (but is not limited to) filling potholes, replacing signing and striping, steel pedestrian fence painting, and minor concrete repairs that is typically and customarily conducted by in-house staff.
6. **Rehabilitation** – The term “Rehabilitation” or “Rehab” includes work that is required as a result of physical damage or deterioration of a Project Element that is not practically corrected by Maintenance and is sufficiently extensive or severe that at least partial replacement of a Project Element(s) is necessary. Rehabilitation may include items such as asphalt replacement, bridge deck patching, expansion joint replacement and other work that is not typically performed by in-house staff under a normal maintenance regime.
7. **Replace** – The term “Replace” or “Replacement” includes any work that requires the removal and reinstallation of substantially all, or all, of a Project Element or the Project.
8. **Reimbursement** – The term “Reimburse” or “Reimbursement” shall mean one Party’s payment to the other to satisfy the shared or “split” costs and expenses that are listed on the Responsibility Matrix – attached as **Exhibit A** to this Agreement. A separate agreement shall not be necessary to satisfy any Reimbursement obligations.
9. **Peoria Crossing Responsibility Matrix** – The term “Peoria Crossing Responsibility Matrix” shall mean **Exhibit A** attached to this Agreement.
10. **UPRR Crossing Agreement** – The term “UPRR Crossing Agreement” shall mean the New Public Highway Overpass Crossing Agreement between Union Pacific Railroad

Company and Denver dated September 24, 2013, and attached to this Agreement as **Exhibit B**.

11. **Contractor** – The term “Contractor” shall mean SEMA Construction, Inc. or the contracting entity that performs work on a Project Element or the Project.

SECTION 2- OWNERSHIP OF PROJECT ELEMENTS

12. Denver is the owner of all Project Elements where “CCD” is identified as owner on the Responsibility Matrix – attached as **Exhibit A**.
13. Aurora is the owner of all Project Elements where “COA” is identified as owner on the Responsibility Matrix – attached as **Exhibit A**.
14. The Owner of a Project Element has the responsibility and right to determine when a specific element or improvement requires maintenance, rehabilitation or replacement.
15. The Owner of a Project Element has the right and responsibility to perform, contract for and/or coordinate work on its Project Elements. However, the Owner of a Project Element may be entitled to reimbursement for work on a Project Element as described below and in the Responsibility Matrix – attached as **Exhibit A**.

SECTION 3 – OPERATION AND MAINTENANCE OF PROJECT ELEMENTS

16. Denver will have the right and responsibility to Operate and Maintain all Project Elements where “CCD” is identified as having the responsibility to Operate or Maintain on the Responsibility Matrix – attached as **Exhibit A**.
17. Aurora will have the right and responsibility to Operate and Maintain all Project Elements where “COA” is identified as having the responsibility to Operate or Maintain on the Responsibility Matrix – attached as **Exhibit A**.
18. All costs of Operation and Maintenance will be the responsibility of the Party responsible for Operation and Maintenance of the Project Element. The cost of Operation and Maintenance will include all costs arising out of or resulting from the Operation and Maintenance, including but not limited to the cost of repairing elements owned by another Party impacted by maintenance work.

19. If the Operation or Maintenance work of one Party will impact a Project Element owned by the other Party, reasonable notice will be provided to the other Party.
20. The Parties will apply for required permits to perform Operation or Maintenance work. The Parties will waive fees for permits required to perform Operation or Maintenance work.
21. Denver shall coordinate inspection and reporting activities with the State of Colorado. Denver agrees to share all inspection information and reports with Aurora when such reports become available. The Parties agree to meet at least annually to discuss the condition of the bridge and short- and long-term plans for Operations, Maintenance, Rehabilitation, Replacement and Reimbursement of any of the Project Elements. The Parties agree to cooperate and coordinate any needed funding requests and make reasonable efforts to secure appropriations on the agreed-upon schedule for any proposed work to the Project Elements.

SECTION 4 – REHABILITATION, REPLACEMENT AND REIMBURSEMENT OF PROJECT ELEMENTS

22. The Owner of the Project Element shall be responsible for inspecting and determining when a Project Element needs to be Rehabilitated or Replaced.
23. Responsibility for paying the cost of Rehabilitating a Project Element will be as set forth in the Responsibility Matrix. The cost of Rehabilitating a Project Element will include all costs arising out of or resulting from the Rehabilitation, including but not limited to the cost of Rehabilitating elements owned by another Party impacted by the work.
24. If only one Party is identified as having the duty to fund the Rehabilitation or Replacement of a Project Element, that Party shall be responsible for all costs associated with the Rehabilitation or Replacement of that Project Element.
25. If the duty to fund Rehabilitation or Replacement of a Project Element is listed as being shared (with the designation CCD/CAO or a similar notation on the Responsibility Matrix), the Owner of the Project Element will prepare or obtain an estimate or bid for the total cost to complete the work before work is started.

26. The estimate will include all costs to complete the work but shall not include internal staff or project management charges of either Party.
27. The Owner of the Project Element will provide reasonable written notice to the other Party in writing that the Project Element needs to be Rehabilitated or Replaced, the estimated cost of the work, and, if available, the proposed design.
28. Following funding appropriations, the Party from whom Reimbursement is requested will use reasonable efforts to reimburse the Party performing the work within 120 days from the receipt of a Reimbursement invoice for one-half of the actual cost incurred (not including internal staff or project management costs). The Reimbursement invoice for actual cost incurred shall be generated from the party seeking Reimbursement including detailed cost backup information. Reimbursement invoices shall be provided as follows:

If to City of Aurora:

Deputy Director of Public Works
City of Aurora
15151 East Alameda Parkway, Suite 3200
Aurora, CO 80012

If to City and County of Denver:

Chief Operating Officer, Department of
Transportation and Infrastructure
201 West Colfax Ave., Dept 608
Denver, CO 80202

29. In the event that a Party has concerns about the design, cost or other issues regarding the Repair, Replacement, or Reimbursement, the Director of Aurora's Department of Public Works and Denver's City Engineer will meet to determine a mutually agreeable solution consistent with the terms of this Agreement.
30. In the event that Rehabilitation or Replacement of a Project Element where the Rehabilitation or Replacement costs will be split – if the Owner of the Project Element determines that immediate Rehabilitation or Replacement is necessary to protect public safety, and/or ensure that the Project continues to serve its intended purpose or to prevent significant damage to the Project – the Owner of the effected Project Element may proceed

with Rehabilitation or Replacement immediately. In this circumstance, the Owner of the Project Element will notify the other Party and provide design and estimate information as soon as is reasonably possible.

31. Emergency Work - Work required due to an emergency or other exigent circumstance shall be undertaken whenever necessary to safeguard the public health, safety, or welfare. In the event a Party to this Agreement believes that a defect in, or improper maintenance of, facilities constructed as a part of the Project poses a threat to the health or safety of the general public or may cause damage to the Party's property or dedicated right of way, the Party responsible for the maintenance shall be notified of the alleged deficiency. In the event that the Parties cannot reach an agreement to correct the deficiency within a reasonable time, the other Party may elect to correct deficiencies on its property and, if it is determined that another Party is responsible, will be entitled to be reimbursed by the responsible Party for actual costs incurred to correct the work.
32. Costs of Maintenance, Rehabilitation or Replacement operations that impact Project Elements owned by the other Party will be borne by the Party conducting the Rehabilitation or Replacement unless the element being affected is noted in the Responsibility Matrix, **Exhibit A**, as an equally-shared cost in which case the cost of the impact to that element, whether it be Maintained, Rehabilitated, or Replaced, will also be shared equally and be considered part of the "Maintenance, Rehabilitation or Replacement" operation. The Party performing Maintenance, Rehabilitation or Replacement operations on an equally-shared cost shall be entitled to Reimbursement from the other Party consistent with Paragraph 28 above.
33. The Parties will apply for required permits to perform Rehabilitation or Replacement work. However, the Parties will waive fees for permits required to perform Rehabilitation or Replacement work.
34. In the event the Peoria Project fails due to surpassing its life cycle, the Parties will be responsible for improvements that are not covered by the Responsibility Matrix, including Replacement and reconstruction of the Peoria Project; provided that any such Replacement, reconstruction, repairs or capital improvements shall be subject to further agreement between the Parties and receipt of funding for the improvements identified by the Parties;

and provided further that, as owner of the Peoria Project, the Parties may elect to retire the Peoria Project at such time.

SECTION 5– FINAL INSPECTION AND ACCEPTANCE

35. Denver and Aurora have completed the final inspection. Denver has provided -Aurora with hard and electronic (pdf) copies of as-built or record plans received from the Contractor.

SECTION 6 – UPRR CROSSING AGREEMENT

36. The Parties will comply with all applicable requirements of UPRR Crossing Agreement attached to this Agreement as **Exhibit B** when Operating, Maintaining, Rehabilitating or Replacing any Project Element pursuant to this Agreement.

37. As required by the UPRR Crossing Agreement attached to this Agreement as **Exhibit B**, Aurora will not assign or delegate the responsibilities listed in the UPRR Crossing Agreement without the prior written consent of the Union Pacific Railroad.

SECTION 7 – COORDINATION AND LIAISON

38. Denver’s Executive Director of the Department of Transportation and Infrastructure (“Executive Director”) is vested with the City’s authority to act on behalf of the City in performing the City’s obligations under this Agreement. The Executive Director hereby designates the Chief Operating Officer as the Executive Director’s authorized representative for purposes of coordinating, directing, and administering the City’s activities under this Agreement.

39. Aurora’s Director of Public Works is the authorized representative for the purposes of coordinating, directing, and administering the activities under this Agreement.

40. Each of the Parties may change their authorized representative at any time by providing written notice to the other party of such change.

41. Any notice or communication given under this Agreement may be sent by first class mail. All notices shall be addressed to:

City and County of Denver:
Chief Operating Officer, Department of Transportation and Infrastructure
201 West Colfax Ave., Dept 608
Denver, CO 80202
(720) 865-8713

City of Aurora:
Director of Public Works
15151 E. Alameda Pkwy., Suite 3200
Aurora, CO 80012-1555
(303) 739-7300

Each party may change its address at any time by notice in writing to the other party.

SECTION 8- MODIFICATION

42. The Parties to this Agreement may modify the Responsibility Matrix by written mutual agreement of Denver's Executive Director of the Department of Transportation and Infrastructure and Aurora's Director of Public Works administratively.

SECTION 9 – NO THIRD-PARTY BENEFICIARIES

43. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

SECTION 10 - SUBJECT TO LOCAL LAWS; VENUE

44. Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

SECTION 11 – EXAMINATION OF RECORDS

45. The Parties agree that, during the term of this Agreement and for a period of at least three (3) years thereafter, any duly authorized representative of Denver, including Denver's Auditor or his designee, and any duly authorized representative of Aurora shall have access to and the right to examine any directly pertinent books, documents, papers and records of the other Party involving the transactions and other activities related to this Agreement.

SECTION 12 – INTEGRATION

46. This Agreement is intended as the complete integration of all understandings between the Parties related to the ownership, operation, maintenance, repair and replacement of Project Elements. No prior or contemporaneous addition, deletion or other amendment (with the exception of modifications of the Responsibility Matrix pursuant to the terms of this Agreement) shall have any force or effect, unless it is in writing and properly executed in the same manner as this Agreement.

SECTION 13 – APPROPRIATION

47. The Parties' respective payment obligations, whether direct or contingent, extend only to funds appropriated annually and encumbered for the purpose of the Agreement. The Parties do not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation. The Parties agree to

work cooperatively in completing any Reimbursement payments owed and authorized by this Agreement.

ATTEST:

CITY OF AURORA, COLORADO

Kadee Rodriguez, City Clerk

Mike Coffman
Mayor, City of Aurora

APPROVED AS TO FORM:

Michelle Gardner
Sr Assistant City Attorney

Denver Block:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Exhibit A
Responsibility Matrix

1/25/2022

Element #	Project Elements	OWN	OPERATE	MAINTAIN	REHABILITATE/ REPLACE (R/R)	Note
1	Peoria Bridge Structure					
1a	Annual Inspections	N/A	CDOT	N/A	N/A	Inspection reports to CCD inventory
1b	Structure	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.1	Expansion Joints (& Cover Plates)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.2	Approach Slabs & Sleeper Slab	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.3	Concrete Bridge & Sidewalk Barrier over bridge (including over approach slabs)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.4	Bearings	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.5	Abutments (including Abutment Caissons & Shear Blocks)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.6	Peirs System (Caps, Columns & Caissons)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.7	Deck (including deck panels)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.8	Asphalt Overlay	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.9	Waterproof Membrane	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.10	Girders (including Splice locations)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.11	Abutment & Pier Diaphragms (including neoprene membrane at abutment)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.12	Conduit in Sidewalk, Median & Barrier (except conduit to power & fiber feed COA's weather sensors, see 1.b.13 below)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.13	Conduit (& associated fiber) to power and feed COA's weather sensors (see also 5a below)	COA	COA	COA	COA	
1.b.14	Concrete Bridge Monuments (including tie to abutment)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.15	Aesthetic monment Caps (on top of concrete monuments) & "Peoria Crossing" lettering	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.16	Median On Bridge (including over Approach Slabs)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1.b.17	Sidewalk on Bridge (including over Approach Slabs)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1c	Steel Pedestrian Railings & Fence (including over approach slabs)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1d	Roadway and Sidewalk Snow Removal	N/A	COA	N/A	N/A	
1e	Roadway and Sidewalk Sweeping	N/A	CCD	N/A	N/A	
1f	Trash and Graffiti Removal (on bridge)	N/A	COA	N/A	N/A	
1g	Pavement Markings and Traffic Signage (including over the approach slabs)	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split. Non-regulatory signs by all services by jurisdiction. Structural approval is required by CCD before placing signs.
1h	Scuppers or bridge deck drains	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1i.1	Trash and Graffiti Removal - below bridge and on bridge sub-structure (within Denver)	N/A	CCD	N/A	N/A	(exception is within RR/RTD ownership - Trash and Graffiti by RR/RTD)
1i.2	Trash and Graffiti Removal - below bridge and on bridge sub-structure (within Aurora)	N/A	COA	N/A	N/A	(exception is within RR/RTD ownership - Trash and Graffiti by RR/RTD)
1j	Street & Underdeck Lighting	Xcel	Xcel	Xcel	Xcel	Each Jurisdiction Responsible for enforcing their own Xcel Franchise Agreement within their respective Jurisdictions. Any lighting components not covered by franchise agreement shall be the responsibility of the residing jurisdiction.
1k	RTD related Arch Flash Shield assemblies, AT feeder support assemblies/OCS wires	RTD	RTD	RTD	RTD	(from Section 5.05 of RTD IGA) "RTD shall be responsible for ongoing operation, maintenance, repair and replacement of the sheilds under the structure protecting the electrification wires of the ERL Project. As a result of the Peoria Project being undertaken subsequent to the initiation of design and construction of the ERL Project, RTD shall not be responsible for the operation, maintenance, repair and replacement of the pedestrian protection elements and any other element above the shields that are under the structure."
1k.1	RTD related pedestrian protection elements and any other element above the shields that are under the structure	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split
1l	Solid Vertical Fence for CRT	CCD	CCD	CCD	CCD/COA	Shared R/R - 50/50 cost split

Peoria Crossing Responsibility Matrix – Exhibit A.

1/25/2022

Element #	Project Elements	OWN	OPERATE	MAINTAIN	REHABILITATE/ REPLACE (R/R)	Note
2	Approaches to the Peoria Structure					
2a	North Retaining/MSE Walls Including underdrain system & Graffiti Removal (from north plaza area towards 39th Ave.) including pedestrian ramp retaining walls/grade beam	CCD	CCD	CCD	CCD	
2b	South Retaining/MSE Walls Including underdrain system & Graffiti Removal (from south plaza area towards 33rd Ave.) including pedestrian ramp retaining walls/grade beam	COA	COA	COA	COA	
2c	Roadway South of south expansion Joint (including Median, Curb & Gutter and Sidewalk, Ped Ramps, Base Course and Fill)	COA	COA	COA	COA	
2d	Roadway North of north expansion joint (including Median, Curb & Gutter and Sidewalk, Ped Ramps, Base Course and Fill)	CCD	CCD	CCD	CCD	
2e	Roadway and Sidewalk Snow Removal	N/A	COA	N/A	N/A	
2f	Roadway and Sidewalk Sweeping	N/A	CCD	N/A	N/A	
2g.1	North approach Roadway and Sidewalk Trash Removal	N/A	CCD	N/A	N/A	
2g.2	South approach Roadway and Sidewalk Trash Removal	N/A	COA	N/A	N/A	
2h	Pavement Markings and Traffic Signage South of south expansion joint	COA	COA	COA	COA	
2i	Pavement Markings and Traffic Signage North of north expansion joint	CCD	CCD	CCD	CCD	
2j	Pedestrian Railings & Fence - South of south expansion joint	COA	COA	COA	COA	
2k	Pedestrian Railings & Fence - North of north expansion joint	CCD	CCD	CCD	CCD	
2l	Storm Drains (from north abutment towards 39th Ave.)	CCD	CCD	CCD	CCD	
2m	Storm Drains (from south abutment towards 33rd Ave.)	COA	COA	COA	COA	
2n	Lighting	Xcel	Xcel	Xcel	Xcel	Each Jurisdiction Responsible for enforcing their own Xcel Franchise Agreement within their respective Jurisdictions. Any lighting components not covered by franchise agreement shall be the responsibility of the residing jurisdiction.
2o	Concrete Barrier & Moment Slab (from north expansion joint towards 39th Ave.)	CCD	CCD	CCD	CCD	
2p	Concrete Barrier & Moment Slab (from south expansion joint towards 33rd Ave.)	COA	COA	COA	COA	
2q	Steel Pedestrian Railings & Fence (from north expansion joint towards 39th Ave.) including North Sidewalk Ramps	CCD	CCD	CCD	CCD	
2r	Steel Pedestrian Railings & Fence (from south expansion joint towards 33rd Ave.) including South Sidewalk ramps	COA	COA	COA	COA	
2s	Impact Attenuators - North approach	CCD	CCD	CCD	CCD	
2t	Impact Attenuators - South approach	COA	COA	COA	COA	
2u	Conduits off of bridge into approach Sidewalk, Median & Barrier - from south expansion joint	COA	COA	COA	COA	
2v	Conduits off of bridge into approach Sidewalk, Median & Barrier - from north expansion joint	CCD	CCD	CCD	CCD	
2w	Denver Slope Paving	CCD	CCD	CCD	CCD	

Peoria Crossing Responsibility Matrix – Exhibit A.

1/25/2022

Element #	Project Elements	OWN	OPERATE	MAINTAIN	REHABILITATE/ REPLACE (R/R)	Note
3	33rd Avenue Extension, Roundabout, Aurora Frontage Road, Quentin Street, Smith Road, Peoria from 33rd to Baramore					
3a	Roadway & associated elements	COA	COA	COA	COA	
3b	Sidewalks	COA	COA	COA	COA	
3c	Railings & Fence	COA	COA	COA	COA	
3d	Storm Drainage System	COA	COA	COA	COA	
3e	Water Quality Pond	COA	COA	COA	COA	
3f	Pavement Markings & Traffic Signage	COA	COA	COA	COA	
3g	Traffic signal at 33rd Ave/Peoria Street	COA	COA	COA	COA	
3h	Landscaping / Irrigation	COA	COA	COA	COA	
3i	Lighting - on and off roadway in Aurora's ownership	Xcel	Xcel	Xcel	Xcel	Each Jurisdiction Responsible for enforcing their own Xcel Franchise Agreement within their respective Jurisdictions. Any lighting components not covered by franchise agreement shall be the responsibility of the residing jurisdiction.
4	37th Ave., 38th Ave., 39th Ave., Denver Frontage Road, Paris Street, and Peoria Way					
4a	Roadway & associated elements	CCD	CCD	CCD	CCD	
4b	Sidewalks	CCD	CCD	CCD	CCD	
4c	Railings & Fence	CCD	CCD	CCD	CCD	
4d	Storm Drainage System	CCD	CCD	CCD	CCD	
4e	Pavement Markings & Traffic Signage	CCD	CCD	CCD	CCD	
4f	Traffic signal at 39th Ave/Peoria Street	CCD	CCD	CCD	CCD	
4g	Landscaping / Irrigation	CCD	CCD	CCD	CCD	
4h	Lighting - on and off roadway in Denver ownership	Xcel	Xcel	Xcel	Xcel	Each Jurisdiction Responsible for enforcing their own Xcel Franchise Agreement within their respective Jurisdictions. Any lighting components not covered by franchise agreement shall be the responsibility of the residing jurisdiction.
5	Other Items					
5a	Weather Station, Sensors & Associated Equip	COA	COA	COA	COA	
5b	CCD CCTV & Halo Camera	CCD	CCD	CCD	CCD	
5c	Maintenance road including gate	COA	COA	COA	COA	
5d	Smith Road Bollards, Gate & Knock-box	COA	COA	COA	COA	
5f	South abutment plaza area	COA	COA	COA	COA	
5g	North abutment plaza area	CCD	CCD	CCD	CCD	
5h	Pedestrian Lighting in Aurora Plaza	Xcel	Xcel	Xcel	Xcel	Each Jurisdiction Responsible for enforcing their own Xcel Franchise Agreement within their respective Jurisdictions. Any lighting components not covered by franchise agreement shall be the responsibility of the residing jurisdiction.
5i	Detention pond at 33rd	COA	COA	COA	COA	

Exhibit B
UPRR Crossing Agreement

NEW PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

THE CITY AND COUNTY OF DENVER

COVERING

THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF
NEW GRADE SEPARATED OVERPASS STRUCTURE FOR
PEORIA STREET

AT

RAILROAD MILE POST 631.6 – LIMON SUBDIVISION
DOT NO.: 440-792K

IN OR NEAR

THE INTERSECTION OF SMITH ROAD AND
PEORIA STREET IN SIGNIFICANT PART WITHIN
THE CITY AND COUNTY OF DENVER, COLORADO

UPRR Folder No.: 2770-16

UPRR Audit No.: _____

PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

Peoria Street – DOT No. (440-792K)
Railroad Mile Post 631.6 – Limon Subdivision
City and County of Denver, Colorado

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **the CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado to be addressed at 201 West Colfax Avenue, Dept. # 608, Denver, CO 80202 ("City" or "Public Body").

RECITALS:

The City desires to undertake as its project, the Peoria Grade Separated Structure Project (the "Project"), the construction, and future maintenance, and repair of a new grade separated overpass structure (the "Structure") that will carry vehicular, pedestrian and bicycle traffic on Peoria Street over Railroad's track(s) at Railroad's Mile Post 631.6, DOT No. 440-792K on the Railroad's Limon Subdivision near the intersection of Peoria Street and Smith Road in the City of Aurora and the City and County of Denver (the "Crossing Area"). The Crossing Area is shown on the Railroad Location Print marked **Exhibit A** and described in the Legal Description and Illustrative Print of the Legal Description collectively marked **Exhibit A-1**, attached hereto and hereby made a part hereof. The City's Detailed Prints / Plans of the Structure are marked **Exhibit A-2**, attached hereto and hereby made a part hereof.

Under this Agreement the at-grade crossing located within the Crossing Area, will be closed. The Regional Transportation District (RTD) plans to install two sets of commuter tracks, each carrying approximately 146 trains per day underneath the new overpass and parallel to the mainline tracks of the Railroad's Limon Subdivision. In addition to the Project, this Agreement will also cover the City's construction of an access road (the "Sable Siding Access Rd.") to retain Railroad personnel's two safe points of access to their mainline tracks. Under this Agreement the parties will be conducting necessary activities to make room for the RTD tracks and to at all times ensure continuing safety in the Crossing Area.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

SECTION 1. EXHIBITS B AND D

The General Terms and Conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

SECTION 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **ONE HUNDRED SIX THOUSAND, THREE HUNDRED FIFTEEN DOLLARS (\$106,315.00)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad will grant to the City within thirty (30) days of the Effective Date, subject to the terms and conditions set forth therein, a permanent aerial easement including the right to construct, maintain and repair the Structure over and across the Crossing Area, which permanent aerial easement shall be in substantially the form of Permanent Easement set forth in **Exhibit F**, attached hereto and incorporated herein ("Permanent Easement"). In addition to the Permanent Easement, Railroad hereby grants to the City, for NO ADDITIONAL CONSIDERATION, the current right to construct the Project and the Structure set forth in Paragraph 6B of the General Terms and Conditions, which is **Exhibit B** to this Agreement. Further, Railroad agrees to enter into Contractor's Right of Entry Agreement with Project Contractor, FOR NO ADDITIONAL CONSIDERATION, for the Project work, in substantially the form of the Contractor's Right of Entry Agreement set forth in **Exhibit E**, attached hereto and incorporated herein.

SECTION 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

SECTION 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT – INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance or repair work, or any other work required by this Agreement, the City shall require the Contractor to:
- ! Execute the Railroad's then current Contractor's Right of Entry Agreement;
 - ! Obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - ! Provide such insurance policies, certificates, binders and/or endorsements to the Railroad.
- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required

insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2770-16*

- D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.
- E. The Regional Transportation District ("RTD") and the City of Aurora are participants in the overall Project by virtue of an intergovernmental Agreement (IGA) with the Public Body that includes contingencies that could require RTD or the City of Aurora to fulfill certain responsibilities for the Public Body in relation to the initial construction of the Project. If the City of Aurora or RTD are delegated to the responsibility to do work in relation to the initial construction of the Project on Railroad property, then the City of Aurora and RTD will not be required to execute a new Contractor Right of Entry Agreement and may instead perform such work under the provisions of this Agreement as if they were the Public Body.

SECTION 5. FEDERAL AID POLICY GUIDE

If the Public Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

SECTION 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD AND RAILROAD CONTRIBUTION

- A. The City agrees that no Project costs and expenses are to be borne by the Railroad except as indicated in Section 6B. Any work performed by the Railroad in support of this project will be billed pursuant to Section 7 below. The work will include any engineering plan review, inspections, flagging, or adjustments to the Railroad facilities.
- B. The Railroad agrees to contribute TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000.00) funding for the Project in consideration for the closure of the existing at grade crossing at Peoria and the Railroad's tracks identified as DOT No. 804-605J opposite Railroad Mile Post 631.57 on the Limon Subdivision.

- (i) Funds shall be payable according to the provisions of C.R.S. § 40-4-106 (3)(b)(I) and (II). Such payment shall be made upon opening of the grade separation to public traffic and closure of the existing, at-grade crossing.
- (ii) Crossing Inventory Information is attached as **Exhibit G**. City received formal approval for the public crossing closure from the Colorado Public Utilities Commission pursuant to Commission Order Deeming Application Complete and Granting Application dated February 13, 2013 in Docket No. 12A-1290R. Railroad will remove crossing surface materials at the crossing location. City will supply all necessary posting for said public closure and reimburse Railroad for crossing removal. An estimate for crossing removal costs is included in **Exhibit C** attached hereto and hereby made a part hereof (the "Estimate"). At closure of the public crossing, the City will barricade crossings with Permanent Type III or Type 7 barricades per the Colorado Department of Transportation M & S Standards and the Manual of Uniform Traffic Control Devices, 2009 Edition.
- (iii) In addition, at closure of the public crossing, if so requested by the Railroad, the City shall cause the execution and delivery to the Railroad of a Quitclaim and Release document in recordable form that releases the rights set forth in the License Agreement between the Railroad and the City of Aurora dated January 7, 1985, covering use of the Railroad right of way for public road purposes, M.P. 631.58 – Denver Cut-Off near Roydale, Adams County, Colorado, such agreement being identified in the records of the Railroad Company as its C.D. No. 49819-11 as well as any rights remaining under the Agreement between the City of Aurora and the Railroad dated September 19, 1960, C.D. No. 45396.

SECTION 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO PUBLIC BODY; PUBLIC BODY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the Public Body's sole cost and expense, is described in the Summary Estimate dated May 8, 2013, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Sixty Thousand Dollars (\$60,000.00)
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The City acknowledges that the Estimate includes an estimate of flagging and other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

- D. The Railroad shall send progressive billing to the City during the Project, and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's property has been completed.
- E. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.
- F. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Hundred Sixty Six Thousand Three Hundred Fifteen Dollars (\$166,315.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services. Any services performed beyond those authorized as provided in this Agreement are performed at Railroad's risk. The City represents that it has appropriated the Maximum Contract Amount.
- G. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- H. The Railroad understands and agrees that the provision of any services by the Railroad, which would cause the total amount payable to the railroad to exceed the appropriated and encumbered funds, is strictly prohibited. In the event the continuation of services by the Railroad would cause the amount payable to the Railroad to exceed such amounts, the Railroad agrees to give to the City at least six (6) weeks notice of the exhaustion of available funds. In the event additional funds are not made available within such six (6) week period, the Railroad agrees to stop providing services until such time as additional funds are appropriated and encumbered for the purposes of this Agreement, and amounts which remain available for payment to the Railroad.
- I. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Railroad, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

SECTION 8. DESIGN BUILD PROJECT PLANS

- A. The Project will be a “design build” project. The Railroad will be reviewing and approving concept, 30%, 60%, 90%, and final 100% completed plans or similar progress plans and construction plans which shall in all cases be in compliance with the review comments received from Railroad, covering each particular segment of the Project Work.
- B. City, at its expense, shall provide to Railroad detailed plans of the Structure and the portion of the Project affecting the Railroad at the 30%, 60%, 90% and 100% final plan levels, or similar progress plans as dictated by Railroad’s comments, and contract requirements (including, but not limited to, specifications, and Project special provisions) for the Project, which provides for Project work involving the Structure, and a copy of the design-build Request for Proposals shall also be furnished to Railroad by City. City shall refer to and follow the Guidelines for Grade Separation Projects, January 4, 2007, found at:

http://www.uprr.com/aboutup/operations/specs/attachments/grade_separation.pdf

with the exception of Submittal Format, which shall be electronic instead of hard copy. The 30%, 60%, 90% and 100% plans or similar progress plans, specifications, construction plans and Project special provisions affecting the interests of Railroad shall comply with all design standards and specifications of AAR, AASHTO, and AREMA and are also subject to the written approval of Railroad

- C. City confirms that no Project Work under this Agreement shall involve the construction and permanent placement of the Structure’s supporting piers or abutments on Railroad’s property, it being understood that the Structure will be clear spanning the Railroad’s property.
- D. All Work performed on Railroad property pursuant to this Agreement shall be done strictly in accordance with said plans, specifications, Project special provisions, design-build Request for Proposals, as heretofore or hereafter approved by City and Railroad, and they are hereby made a part of this Agreement by reference. Notwithstanding any consents or approvals given by Railroad, Railroad shall not be responsible for the design, details or construction set forth in such plans, specifications, Project special provisions, design-build Request for Proposals or the Railroad Requirements.
- E. City acknowledges that no respective segment of the Project Work affecting Railroad’s property can commence until Railroad has approved the plans covering that particular segment of the Project Work.
- F. No changes to respective 30%, 60%, 90%, final 100% or similar progress plans as dictated by Railroad’s comments, and specifications shall be made after Railroad has provided its approval of such segment plans unless the Railroad has consented to such further changes in writing.
- G. The Railroad's review and approval of the Plans in no way relieves the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

SECTION 9. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wire lines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

SECTION 10. CONSTRUCTION OF SABLE SIDING ACCESS ROAD

The City, at its expense, shall construct the Sable Siding Access Rd. to preserve Railroad's access to its mainline tracks at two locations. Specifically, the road will traverse from the eastern most curb cut on Havana Street, within the Railroad's right of way, and will continue to the western switch of the Sable Siding as shown on **Exhibit H**. City shall provide notice of completion to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for inspection and approval. The Railroad's Assistant Vice President Engineering-Design, or his authorized representative shall inspect the completed access road and shall accept same if it meets the minimum requirements as exemplified by **Exhibit H**, attached hereto and incorporated by reference herein. and as described below:

- ! road shall be constructed at a width of 10 feet, comprised of 6 inch compacted aggregate base course (ABC) material with edge of roadway at a minimum of 15 feet from centerline of existing Railroad's southern most track;
- ! grade will be bladed to remove existing vegetation and to promote drainage to the south of the Railroad's tracks;
- ! finished road shall be constructed so that runoff from the Railroad's tracks will not be trapped at the toe of the ballast by the road ;
- ! ABC material shall be placed on the prepared grade and shall consist of a $\frac{3}{4}$ inch gradation;

- ! the existing grade will not be density tested or proof rolled prior to placing the ABC;
- ! Railroad's authorized representative shall approve the grade prior to placement of ABC material;
- ! ABC material shall be wetted and compacted with a smooth drum roller in one lift resulting in a 6 inch finished section;
- ! ABC material will not be tested for gradation or moisture / density in place;
- ! roadway construction work shall be done in accordance with Railroad's flagging requirements; and
- ! access roadway shall be completed prior to the closure of the Peoria Street at-grade crossing.

SECTION 11. RAILROAD'S COORDINATION REQUIREMENTS

The City, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the City for this Project.

SECTION 12. EFFECTIVE DATE; TERM; TERMINATION

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

SECTION 13. CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the City have executed this Agreement.
- (ii) The Railroad has provided to the City the Railroad's written approval of the 30% Plans
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies,

certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

SECTION 14. FUTURE PROJECTS, ASSIGNMENT

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Public Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions. City has advised that the Railroad that the Colorado Department of Transportation (CDOT) will be inspecting the Structure from time to time and of its intent to assign rights and obligations under this Section 14 to the City of Aurora by written Operation and Maintenance Agreement. Notice to Railroad and Railroad's written consent for such inspections and assignments will be required, however, it will not be unreasonably withheld as long as the City in turn requires CDOT and the City of Aurora to comply with all terms of this Agreement and does not permit any other delegation or assignment of the responsibilities listed in this Agreement to other parties without prior written consent of Railroad.

SECTION 15. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. City shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

SECTION 16. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Public Body and not of the Railroad and (ii) the Public Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Public Body also confirms and acknowledges that (i) the Railroad shall provide to the Public Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Public Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Public Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project.



SECTION 17. ORIGINAL AGREEMENT

Upon the completion of the Structure, this document shall become the "Original Agreement" and any pre-existing understandings or agreements between the City and the Railroad regarding the Crossing Area shall terminate. The terms and conditions of this Original Agreement shall govern the use, maintenance and repair of the Structure.

SECTION 18. COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

This Agreement may be executed in counterparts, each of which shall be deemed to an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. The parties consent to the use of electronic signatures by the City. The Agreement and any other documents requiring a signature may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

APPROVED AS TO FORM:

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By 
ALICE M. DE STIGTER,
General Attorney, Union Pacific Railroad

By 
DANIEL LEIS
Director Contracts and Real Estate

ATTEST:

CITY AND COUNTY OF DENVER

DEBRA JOHNSON, Clerk and
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:
DOUGLAS J. FRIEDNASH, City Attorney
for the City and County of Denver

RECOMMENDED AND APPROVED:

By: _____
Assistant City Attorney

By: _____
Director _____

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APPROVED AS TO FORM:

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
ALICE M. DE STIGTER,
General Attorney, Union Pacific Railroad

By _____
DANIEL LEIS
Director Contracts and Real Estate

ATTEST:

CITY AND COUNTY OF DENVER

see attached
DEBRA JOHNSON, Clerk and
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: see attached
Mayor

APPROVED AS TO FORM:
DOUGLAS J. FRIEDNASH, City Attorney
for the City and County of Denver

RECOMMENDED AND APPROVED:

By: see attached
Assistant City Attorney

By: 
for Director Public Works

Contract Control Number: PWADM-201312344-00

Contractor Name: Union Pacific Railroad Company

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of September 24, 2013



SEAL

CITY AND COUNTY OF DENVER

ATTEST:

Debra Husan

By [Signature]

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By [Signature]

By [Signature]

By [Signature]

DAWN SULLEY
Deputy Auditor



LIST OF EXHIBITS

- Exhibit A Railroad Location Print
- Exhibit A-1 Legal Description & Illustrative Print of
Legal Description for RE-12 “Crossing
Area”
- Exhibit A-2 Detailed Prints – Structure Plans
- Exhibit B General Terms & Conditions
- Exhibit C Railroad’s Summary Estimate
- Exhibit D Railroad’s Coordination Requirements
- Exhibit E Railroad’s Form of Contractor’s Right of
Entry Agreement with TE-12 Revised
Legal Description
- Exhibit F Railroad’s Form of Permanent Aerial
Easement
- Exhibit G Crossing Inventory Form
- Exhibit H Sable Siding Access Road

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

APPROVED AS TO FORM:

Please see attached for

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

Signatures.

By _____
ALICE M. DE STIGTER,
General Attorney, Union Pacific Railroad

By _____
DANIEL LEIS
Director Contracts and Real Estate

ATTEST:

CITY AND COUNTY OF DENVER

DEBRA JOHNSON, Clerk and
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:
DOUGLAS J. FRIEDNASH, City Attorney
for the City and County of Denver

RECOMMENDED AND APPROVED:

By: _____
Director _____

By: _____
Assistant City Attorney



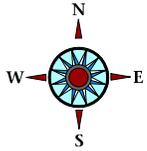
LIST OF EXHIBITS

- Exhibit A Railroad Location Print
- Exhibit A-1 Legal Description & Illustrative Print of
Legal Description for RE-12 “Crossing
Area”
- Exhibit A-2 Detailed Prints – Structure Plans
- Exhibit B General Terms & Conditions
- Exhibit C Railroad’s Summary Estimate
- Exhibit D Railroad’s Coordination Requirements
- Exhibit E Railroad’s Form of Contractor’s Right of
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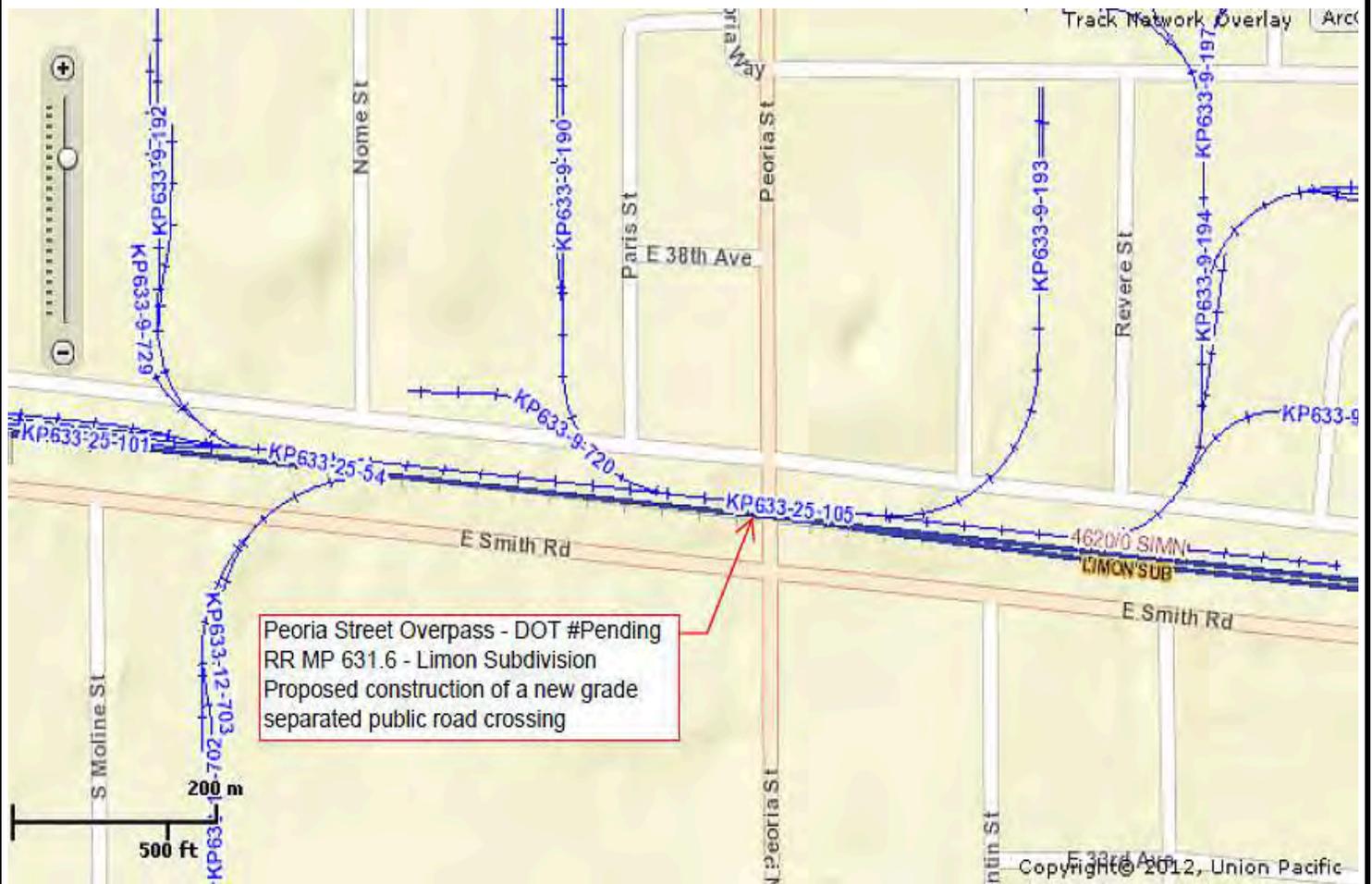
EXHIBIT A

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad Location Print



RAILROAD LOCATION PRINT OF A NEW GRADE SEPARATED PUBLIC ROAD CROSSING CONSTRUCTION PROJECT



RAILROAD WORK TO BE PERFORMED:

1. To be determined.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LIMON SUBDIVISION
RAILROAD MILE POST 631.6
GPS: N 39° 46.0602', W 104° 50.8293'
AURORA, ADAMS CO., CO.

To accompany an agreement with the
CITY OF AURORA
covering a new grade separated public road crossing construction project.

Folder No. 2770-16

Date: April 1, 2013

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Legal Description & Illustrative Print of Legal
Description for RE-12 “Crossing Area”

EXHIBIT "A"

PROJECT NUMBER: STU C010-108
RAILROAD EASEMENT NUMBER: RE-12
PROJECT CODE: 18529
DATE: August 6, 2012
DESCRIPTION

A railroad easement No. RE-12 of the City of Aurora, County of Adams, State of Colorado, Project No. STU C010-108 (PC 18529), containing 26,940 sq. ft. (0.618 acres) of land, more or less, being a portion of the existing Union Pacific Railroad Right-of-Way, located in the NE 1/4 of Section 26, Township 3 South, Range 67 West, of the 6th Principal Meridian, in said City of Aurora, County of Adams, said railroad easement being more particularly described as follows:

COMMENCING at the E 1/4 corner of said Section 26, (Whence the NE corner of Section 26, bears N. 00°35'37" W., a distance of 2649.21 feet); Thence N. 01°58'21" W., a distance of 1917.05 feet to a point on the southerly line of said Union Pacific Railroad Right-of-Way, and being the **POINT OF BEGINNING**;

1. Thence along said southerly railroad right-of-way line, N. 84°32'34" W., a distance of 117.13 feet;
2. Thence N. 00°29'55" W., a distance of 231.25 feet, to a point on the northerly line of said railroad right-of-way line;
3. Thence along said northerly railroad right-of-way line, S. 84°32'34" E., a distance of 117.13 feet;
4. Thence S. 00°29'55" E., a distance of 231.25 feet, to the **POINT OF BEGINNING**.

The above described railroad easement contains 26,940 sq. ft. (0.618 acres) of land, more or less.

The purpose of the above-described railroad easement is for construction, access and maintenance of bridge structures, roadway and utilities.

Basis of Bearings: All bearings are based on the line connecting the W 1/4 corner of Section 25 and the NW corner of Section 25, T.3 S., R. 67 W., 6th P.M. being a grid bearing of N. 00°35'37" W, (2649.21') as obtained from a Global Positioning System (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD83 (1992) Universal Transverse Mercator (Zone 13 North). The W 1/4 corner of Section 25 being monumented with a found 3" dia. City of Aurora brass cap in range box marked in part "LS 16419, 1989" and the NW corner of Section 25 being monumented with a found 3.25" dia. aluminum cap in range box marked in part "ZBS INC., PLS 11434, 1992."

Prepared by: Geoffrey F. Stephenson, PLS 23521
For and on Behalf of
The Lund Partnership, Inc.
12265 West Bayaud Avenue, Suite 130
Lakewood, Colorado 80228



ILLUSTRATION FOR EXHIBIT A

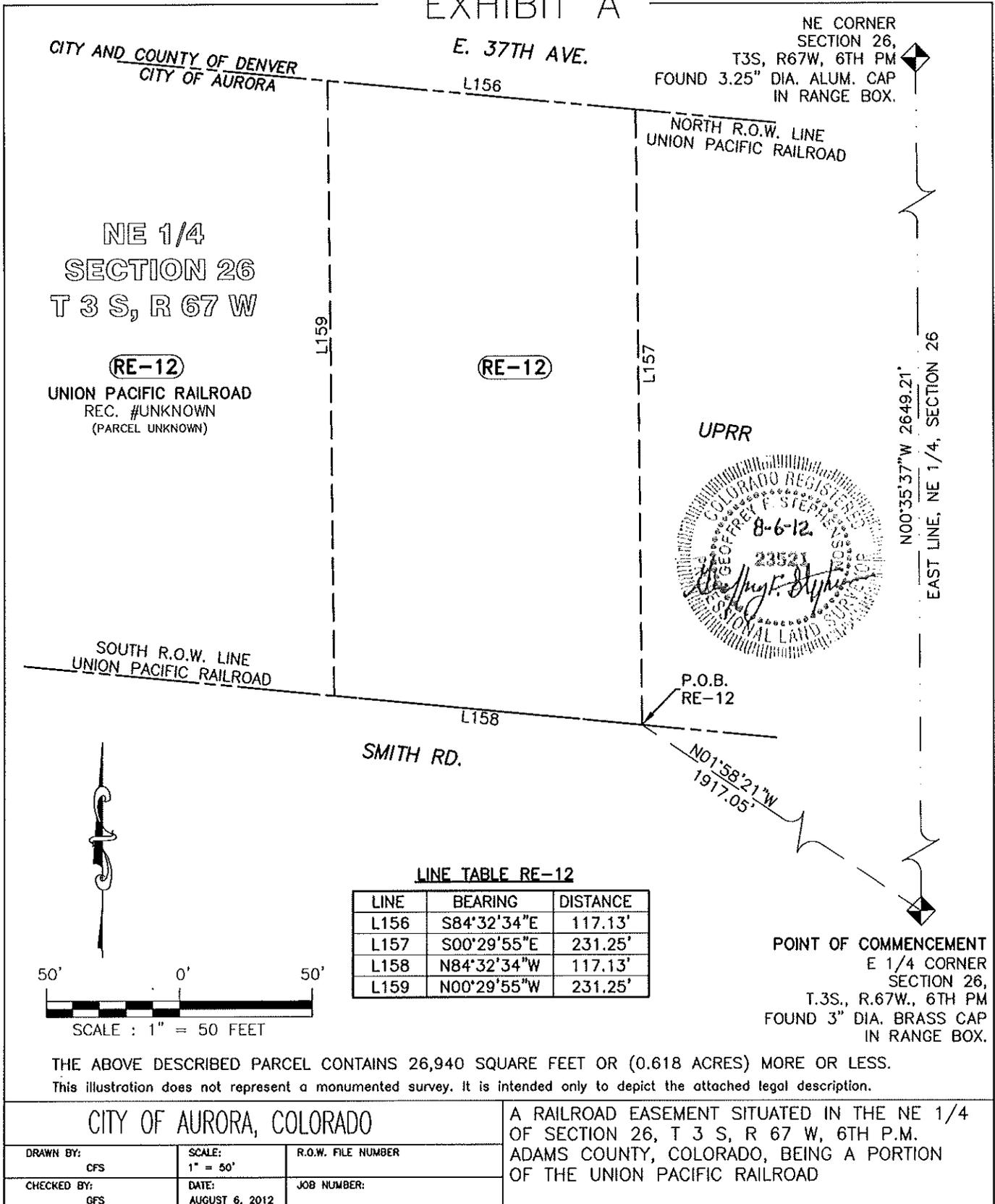


EXHIBIT A-2

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Detailed Prints – Structure Plans

EXHIBIT B

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Public Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Public Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Public Body for the purpose of conveying electric power or communications incidental to the Public Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Public Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Public Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Public Body at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Public Body's specifications and will not interfere with the Public Body's use of the Crossing Area.
- E. So far as it lawfully may do so, the Public Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Public Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

- A. The Public Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Public Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Public Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

- C. All construction work of the Public Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.
- D. All construction work of the Public Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Public Body. The Public Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Public Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Public Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Public Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Public Body at the Public Body's own expense, or by the Railroad at the expense of the Public Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Public Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Public Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The Public Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Public Body that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the Public Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Public Body shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Public Body.** If the Public Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Public Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. Railroad is not responsible for any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Public Body's employees, or damage to any property or equipment (collectively, the "Loss") that arises from the presence or activities of Public Body's employees on Railroad's property except to the extent that any Loss is caused by the sole direct negligence of the Railroad.

C. Flagging.

- (i) If the Public Body's employees need to enter Railroad's property as provided in Paragraph B above, the Public Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Public Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Public Body whether a flagman need be present and whether Public Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Public Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Public Body agrees that Public Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Public Body shall pay on the basis of the new rates and charges.
- (iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Public Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Public Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Public Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. Compliance With Laws. The Public Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Public Body shall use only such methods as are consistent with safety, both as concerns the Public Body, the Public Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Public Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Public Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Public Body shall reimburse the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses.

E. No Interference or Delays. The Public Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

- F. **Supervision.** The Public Body, at its own expense, shall adequately police and supervise all work to be performed by the Public Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Public Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Public Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Public Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.
- G. **Suspension of Work.** If at any time in the reasonable opinion of the Public Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives that any work of the Public Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Public Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The Public Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Public Body at the Public Body's own expense or by the Railroad at the expense of the Public Body. The Public Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The Public Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The Public Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Public Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Public Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Public Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The Public Body, at the Public Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Public Body, at the Public Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Public Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Public Body shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the Public Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Public Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-

day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Public Body. If it is, Public Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Public Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Public Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Public Body for a period of three (3) years following the date of Railroad's last billing sent to Public Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

- A. If the Public Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Public Body will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the Public Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Public Body hereunder.
- C. The Public Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Public Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Public Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Public Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway Overpass Crossing
Agreement

Railroad's Summary Estimate

EXHIBIT "C"
SUMMARY ESTIMATE

UNION PACIFIC RAILROAD COMPANY
FOR THE
City & County of Denver

DESCRIPTION OF WORK: Plan Review & Inspection, Flagging and Crossing Surface & Signal Removal in conjunction with a new grade separated crossing of Peoria over the UPRR and RTD tracks.

LOCATION: Denver SERVICE UNIT: 14 STATE: Colorado DATE: May 8, 2013

<u>DESCRIPTION</u>	<u>CITY</u>	<u>CITY'S CONTRACTOR</u>
<u>PLAN REVIEW & INSPECTION</u>	\$30,000	
<u>RAILROAD FLAGGING</u> 210 DAYS AT \$1,300 / DAY		\$273,000
<u>AT-GRADE CROSSING CLOSURE</u>		
Signal Removal	\$20,000	
Surface Removal	\$ 10,000	
TOTAL	\$60,000	\$273,000

TOTAL UPRR PROJECT EXPENSES (\$333.000)

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE CITY & COUNTY OF DENVER AND / OR THEIR CONTRACTOR WILL BE BILLED FOR ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF

ADDITIONAL RAILROAD CONTRIBUTION FOR PROJECT EXPENSES (\$270.000)

EXISTING REUSABLE MATERIAL - NONE

SALVAGE NONUSABLE MATERIAL - NONE

TOTAL RAILROAD COST OF PROJECT LESS CREDITS \$603,000

EXHIBIT D

To Public Highway Overpass Crossing
Agreement

Railroad's Coordination Requirements

EXHIBIT D

TO PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement:	Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency:	City and County of Denver, Colorado
AREMA:	American Railway Engineering and Maintenance-of-way Association
Contractor:	The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD:	Manual on Uniform Traffic Control Devices
Project:	Construction, Installation and Maintenance of New Grade Separated Overpass Structure for Peoria Street
Railroad:	Union Pacific Railroad Company
Railroad Project Representative:	Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative:	Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements:	The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

SHERMAN N. SPEAR
MGR IND & PUBLIC PROJECTS
1400 W. 52ND AVENUE
DENVER, COLORADO 80221
Work Phone: 402-405-5039
Cell Phone: 402-242-9768

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

CHAD M. OHLHEISER
MGR TRACK MNTCE
201 W UNION AVE
LA SALLE, CO 80645
Work Phone: 402-547-1178
Cell Phone: 402-547-1178

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken.

The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,300.00 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Contractor's Right of Entry Agreement

UPRR Folder No.: 2770-16

UPRR Audit No.: _____

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____,
(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Corporation)

RECITALS:

Contractor has been hired by the City and County of Denver (the "Public Body") to perform work relating to the Construction, Installation and Maintenance of a New Grade Separated Overpass Structure for Peoria Street (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 631.6 on the Railroad's Limon Subdivision in or near the City and County of Denver, Colorado, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the Public Body.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the

purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

CHAD M. OHLHEISER
MGR TRACK MNTCE
201 W UNION AVE
LA SALLE, CO 80645
Work Phone: 402-547-1178
Cell Phone: 402-547-1178

JOHN K. BOONE
MGR SIGNAL MNTCE
901 W 48TH AVE
DENVER, CO 80221
Work Phone: 303-405-5446
Cell Phone: 303-885-8803

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement,
and continue until _____, unless sooner terminated as herein
(*Expiration Date*)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2770-16*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
JASON E. MASHEK
Assistant Manager Contracts

(Name of Contractor)

By _____

Printed Name: _____

Title: _____

SAMPLE

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT "A"

**PROJECT NUMBER: STU C010-108
TEMPORARY EASEMENT NUMBER: TE-12
PROJECT CODE: 18529
DATE: August 6, 2012
DESCRIPTION**

A Temporary Easement No. TE-12 of the City of Aurora, County of Adams, State of Colorado, Project No. STU C010-108 (PC 18529), containing 9,250 sq. ft. (0.212 acres) of land, more or less, being a portion of the existing Union Pacific Railroad Right-of-Way, located in the NE 1/4 of Section 26, Township 3 South, Range 67 West, of the 6th Principal Meridian, in said City of Aurora, County of Adams, said Temporary easement being more particularly described as follows:

COMMENCING at the E 1/4 corner of said Section 26, (Whence the NE corner of Section 26, bears N. 00°35'37" W., a distance of 2649.21 feet); Thence N. 05°24'45" W., a distance of 1,935.69 feet to a point on the southerly line of said Union Pacific Railroad Right-of-Way, and being the **POINT OF BEGINNING**;

1. Thence along said southerly railroad right-of-way line, N. 84°32'34" W., a distance of 40.22 feet;
2. Thence N. 00°29'55" W., a distance of 231.25 feet, to a point on the northerly line of said railroad right-of-way line;
3. Thence along said northerly railroad right-of-way line, S. 84°32'34" E., a distance of 40.22 feet;
4. Thence S. 00°29'55" E., a distance of 231.25 feet, to the **POINT OF BEGINNING**.

The above described Temporary Easement contains 9,250 sq. ft. (0.212 acres) of land, more or less.

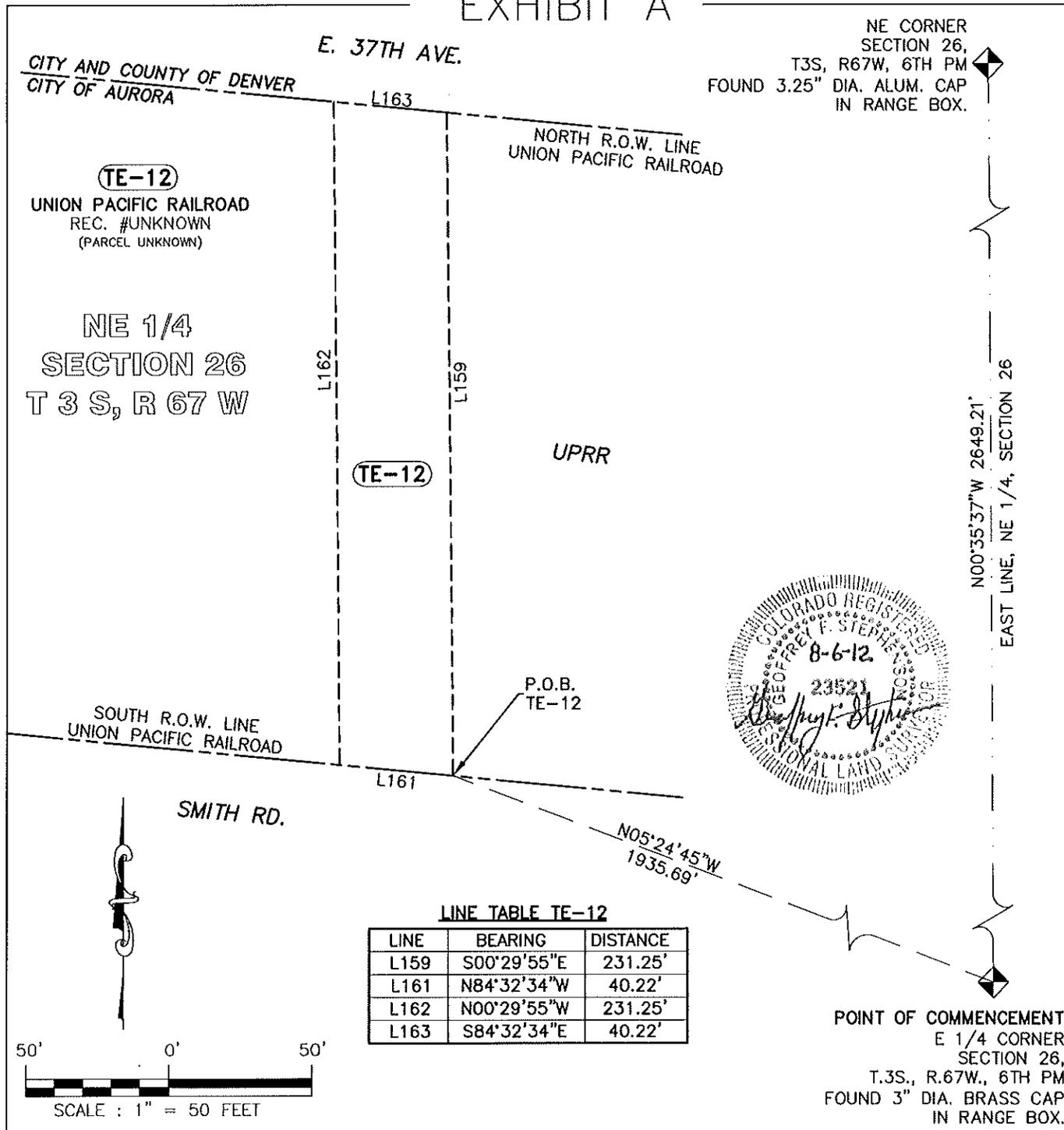
The purpose of the above-described Temporary Easement is for construction and access of bridge, structures, roadway and utilities.

Basis of Bearings: All bearings are based on the line connecting the W 1/4 corner of Section 25 and the NW corner of Section 25, T.3 S., R. 67 W., 6th P.M. being a grid bearing of N. 00°35'37" W, (2649.21') as obtained from a Global Positioning System (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN). Said grid bearing is NAD83 (1992) Universal Transverse Mercator (Zone 13 North). The W 1/4 corner of Section 25 being monumented with a found 3" dia. City of Aurora brass cap in range box marked in part "LS 16419, 1989" and the NW corner of Section 25 being monumented with a found 3.25" dia. aluminum cap in range box marked in part "ZBS INC., PLS 11434, 1992."

Prepared by: Geoffrey F. Stephenson, PLS 23521
For and on Behalf of
The Lund Partnership, Inc.
12265 West Bayaud Avenue, Suite 130
Lakewood, Colorado 80228



ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 9,250 SQUARE FEET OR (0.212 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A TEMPORARY EASEMENT SITUATED IN THE NE 1/4 OF SECTION 26, T 3 S, R 67 W, 6TH P.M. ADAMS COUNTY, COLORADO, BEING A PORTION OF THE UNION PACIFIC RAILROAD
DRAWN BY: CFS	SCALE: 1" = 50'	R.O.W. FILE NUMBER	
CHECKED BY: GFS	DATE: AUGUST 6, 2012	JOB NUMBER:	

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly

upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow

form" and afford no less coverage than the primary policy.

F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing

the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT F

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad's Form of Easement

PERMANENT AERIAL EASEMENT
(Peoria Grade Separation Structure)

KNOW ALL MEN BY THESE PRESENT:

That UNION PACIFIC RAILROAD COMPANY, whose address is 1700 Douglas Street, Omaha, NE 68179, hereinafter called "Grantor", for and in consideration of the agreements set forth in the Crossing Agreement between Grantor and Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the CITY AND COUNTY OF DENVER, a Colorado home rule city and municipal corporation, whose address is 1437 Bannock Street, Denver, CO 80202 and the CITY OF AURORA, a Colorado home rule city and municipal corporation, whose address is 15151 E. Alameda Parkway, Suite 3200, Aurora, CO 80012 (collectively "Grantee"), and their respective successors and assigns, a permanent nonexclusive easement for the purpose of accessing, maintaining, constructing, operating, replacing, reconstructing, improving, inspecting, repairing and removing the Peoria Grade Separation Structure, ("Peoria Structure") including but not limited to, roadway, utilities, retaining walls, drainage, embankment, landscaping, sidewalks, traffic signs, street signs, street lights and any appurtenances thereto as may from time to time be required for the safe and efficient operation of the Peoria Structure, or Peoria Street outside of the easement area, over, across, and through the following described land to wit ("Easement Area"):

Legal description as set forth in Exhibit "1" attached hereto and incorporated by this reference;

provided however that the Easement Area shall be no lower than an elevation of 5343.30 feet above sea level.

Together with the right to ingress and egress from said easement over and across the adjacent lands of the Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the lands of the Grantor.

This grant is made subject to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all Grantor's property below the Easement Area in the performance of its duty as a common carrier, and there is reserved unto Grantor, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, repair, use and operate existing and future transportation, communication and pipeline facilities an appurtenances in Grantor's property below the Easement Area.

If the Easement Area, or any portion thereof, shall cease to be used for public highway purposes, then and in that event, the rights herein granted shall, as to such portion(s), thereupon cease and terminate and Grantor, its successors and assigns, shall resume possession thereof of such portion(s) of the Easement Area. In such circumstances, the Grantee, if so requested by Grantor, shall execute and deliver to Grantor a quitclaim and release document in recordable form that releases the grant of rights contained herein.

ACCEPTED:

ATTEST:

By: _____
DEBRA JOHNSON,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

By: _____
MAYOR

APPROVED AS TO FORM:

DOUGLAS A. FRIEDNASH, City Attorney
For the City and County of Denver
By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

"CITY"

EXHIBIT G

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Crossing Inventory Form

PART I : LOCATION AND CLASSIFICATION OF CROSSING

RAILROAD :	Union Pacific	DIVISION :	DENVER
SUBDIVISION :	LIMON SUB	STATE :	COLORADO
COUNTY :	ADAMS	MAP REF. NO. :	ADAMS
CITY :	DENVER	NEAREST :	Yes
HIGHWAY TYPE :	CITY	STREET NAME :	PEORIA STREET
RR I.D No. :	N/A	NEAREST STATION :	ROYDALE
MILEPOST :	631.591	BRANCH/LINE NAME :	LIMON SUB
CROSSING AND GRADE TYPE : Public/At Grade			

PART II : DETAILED INFORMATION FOR PUBLIC GRADE CROSSING

TYPICAL # OF DAILY TRAIN MOVEMENTS :
 DAY THRU 4 DAY SWITCH 4
 NIGHT THRU 3 NIGHT SWITCH 4

SPEED OF TRAIN AT CROSSING : MAX Timetable SPEED 49

TYPICAL SPEED RANGE FROM 0 TO 49

TYPE AND # OF TRACKS : 1 MAIN 1 OTHER IF OTHER SPECIFY SIDE
 DOES ANOTHER RR OPERATE A SEPARATE TRACK : No
 DOES ANOTHER RR OPERATE OVER YOUR TRACK : No

TYPE OF WARNING DEVICE(S) AT CROSSING :			
REF XBUCK(S)	0	NON-REF BUCK(S)	0
STD HWY STOP SIGN(S)	0	STD HWY YIELD SIGN(S)	0
OTHER SIGN(S) ()	0	OTHER SIGN(S) ()	0
RED & WHITE GATES	4	OTHER COLOR GATES(S)	0
CANT(S) OVER TRAFFIC LANES	0	NOT OVER TRAFFIC LANES	0
MAST MOUNTED FL LIGHTS	0	OTHER FL LIGHTS (NO RT TRN)	1
HWY TRAFFIC SIGNALS	0	WIGWAGS	0 BELLS 4

SPECIAL WARNING DEVICES NOT TRAIN ACTIVATED : NONE
 COMMERCIAL POWER : Yes
 CROSSING SIGNAL PROVIDE SPEED SELECTION : No
 IS TRACK EQUIPPED WITH WAYSIDE SIGNALS : No

PART III : PHYSICAL DATA

TYPE OF DEVELOPMENT :	Industrial	HIGHWAY PAVED :	Yes
SMALLEST ANGLE :	60-90 Degrees	PAVEMENT MARKINGS :	Yes
NO. OF TRAFFIC LANES CROSSING :	6	ADV. WARNING SIGNS :	Yes
NEARBY INTERSECTING HIGHWAY :	Yes		
TRACK RUNS DOWN STREET :	No		
TRUCK PULLOUT LANES :	No		
CROSSING SURFACE :	Concrete Slab		

PART IV : HIGHWAY DEPT. INFORMATION

HIGHWAY SYSTEM :	Non Federal - Aid	EST AADT :	16700
FUNCTIONAL CLASS :	Urban Other Principal Arterial	EST % OF TRUCKS :	0
ON STATE HIGHWAY SYSTEM :	No		

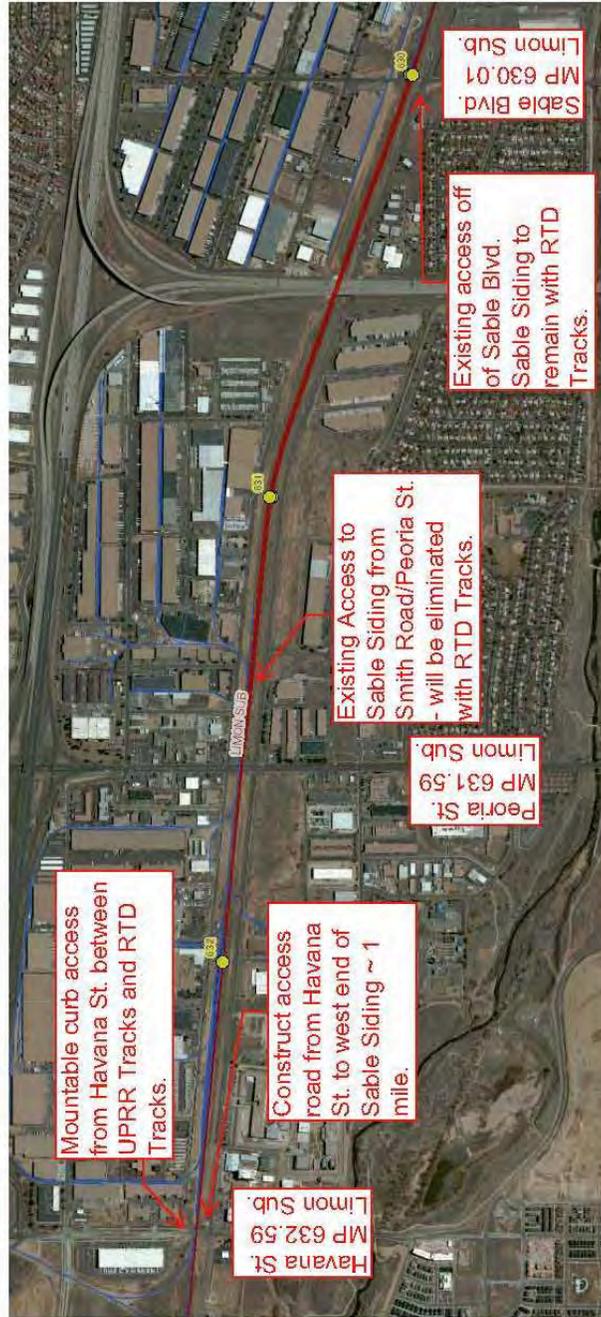
EXHIBIT H

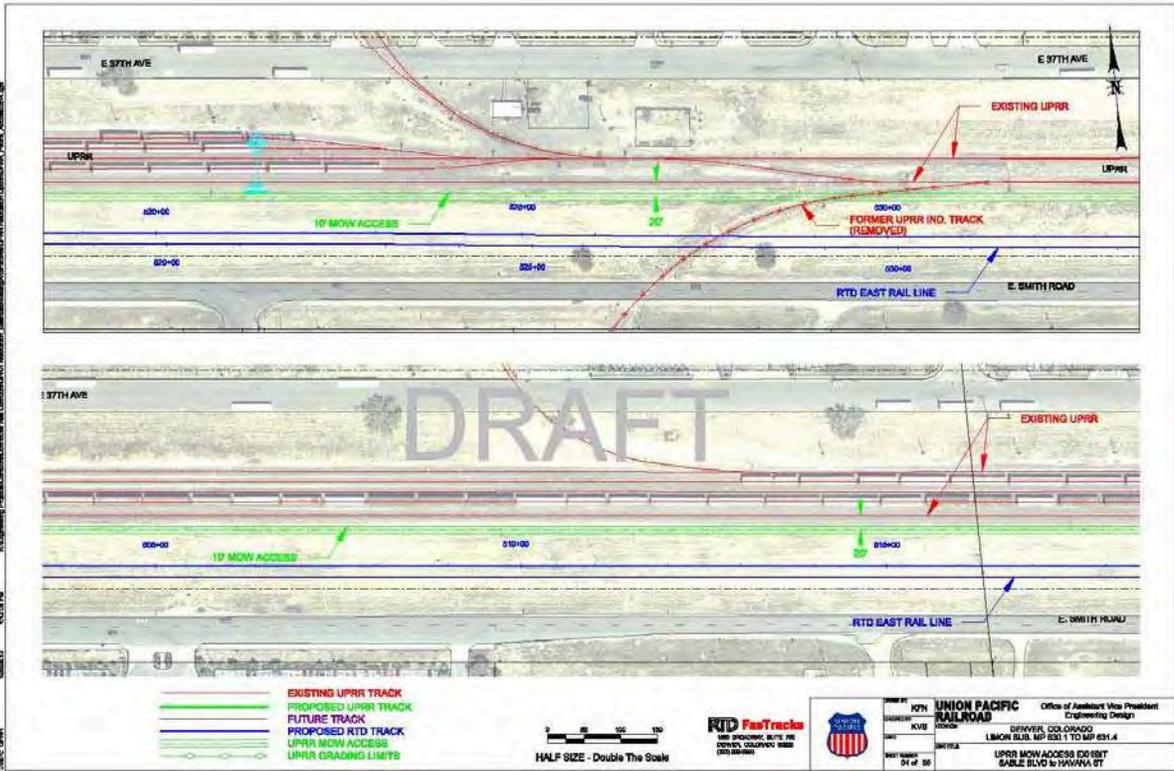
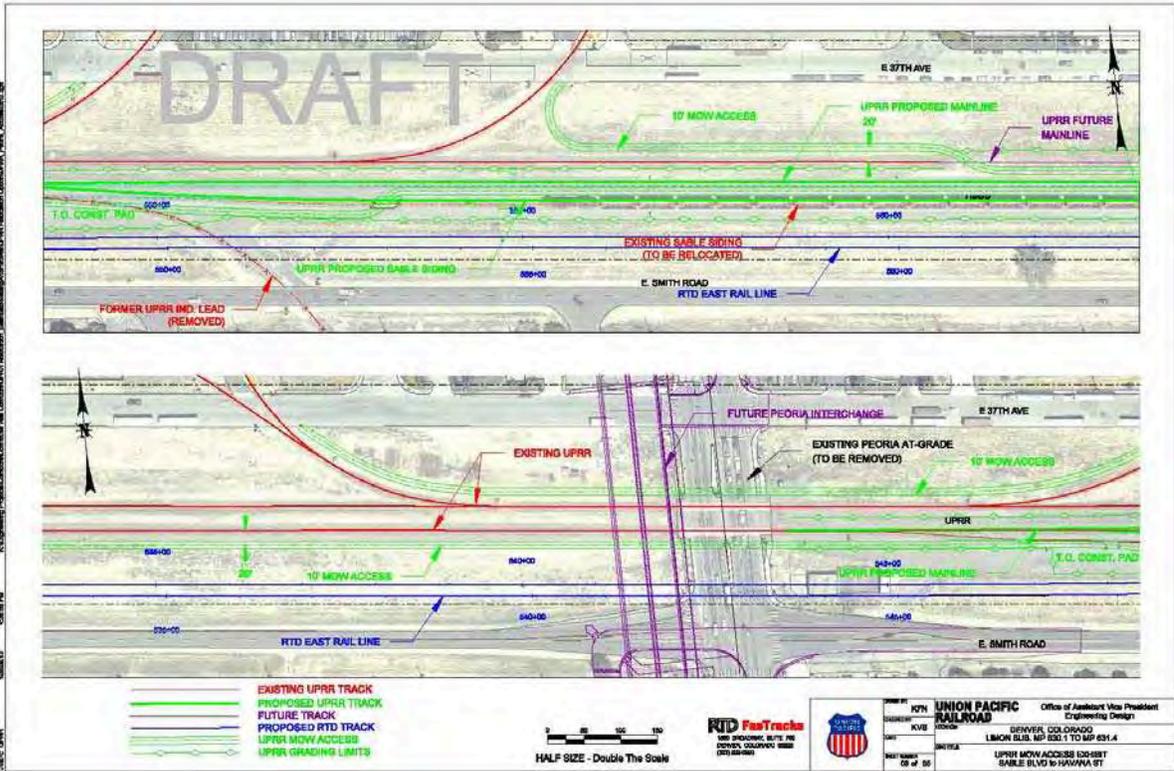
To Public Highway Overpass Crossing
Agreement

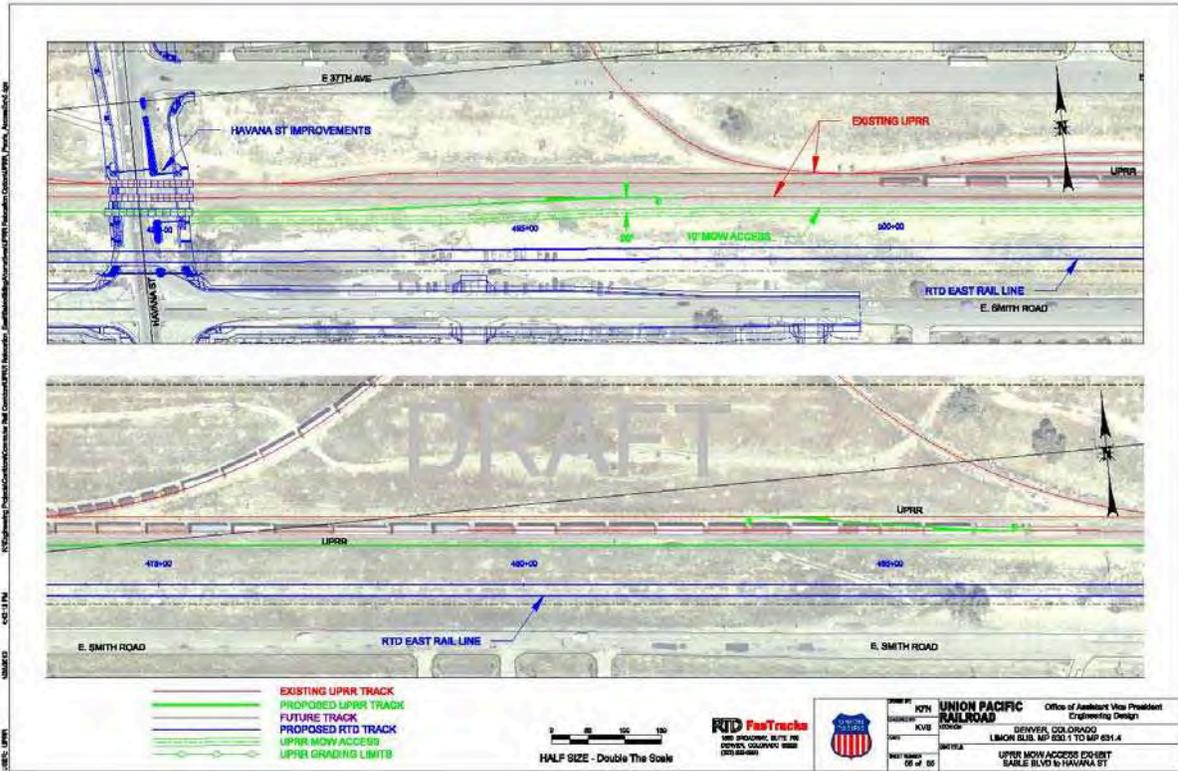
Cover Sheet for the
Sable Siding Access Road

RTD – East Corridor – UP Limon Subdivision MP 631

Sable Siding Access Exhibit – December 26, 2012







Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

July 28, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair, Council Member (CM) Crystal Murillo

Others Present: Rachel Allen, Daniel Brotzman, Michael Bryant, Haley Busch-Johansen, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Michelle Gardner, Karen Hancock, Jeremy Haywood, Huiliang Liu, Matthew Kozakowski, Mindy Parnes, Laura Perry, Victor Rachael, Jeannine Rustad, Elly Watson, Tom Worker-Braddock

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the June 30, 2022 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS**4.a. Project Update on the 13th Avenue Corridor Multimodal Mobility Study****Summary of Issue and Discussion:**

Tom Worker-Braddock, Senior Transportation Planner, provided an update on the 13th Avenue Multimodal Corridor Study. The study aims to identify ways to ensure comfort, convenience, and safety for pedestrians and cyclists traveling along or across 13th Avenue. In 2018, Aurora participated in a Complete Streets Consortium with other local cities and national experts. They used 13th Avenue as a case study and brainstormed how to make the streets more comfortable. Materials from the consortium were used to submit a DRCOG TIP grant for the study. The study area is from 12th and Yosemite to the Highline Canal past Chambers Road. The alignment would connect the Highline Canal Trail, Tollgate Creek Trail, and the Westerly Creek Trail. Using 12th Avenue allows a direct connection to Denver's planned bicycle network. Eleven schools are within a quarter mile on 13th Avenue and there are three elementary schools, two middle schools, and one high school directly on it. 13th Avenue also parallels Colfax Avenue. Currently, 13th Avenue is a two-way two-lane roadway, with a width of 36 to 50 feet, has on-street parking on both sides, and a speed limit of 25 to 30 miles per hour. Bike lanes are available east of Sable Boulevard. It presents a wide and flat perspective that causes people to be tempted to speed. 13th Avenue also has narrow sidewalks causing multiple people walking together to walk in the parking lane or around parked cars. 85% of drivers on 13th Avenue drive 5 to 10 miles per hour over the speed limit depending on the segment. These speeding cars make pedestrians and cyclists feel less comfortable. Parking use was examined for three periods: mid-day weekdays from 11 AM to 1 PM, early morning weekdays from 4 AM to 6 AM, and late evenings on weekends.

lighting needs along the corridor. They identified specific locations where pedestrian-scale lights would be installed to improve overall illumination. He highlighted that this would add to the perception of safety. He mentioned that the outcome of the current study is just 15% design. He added that moving to the next stage, which would reach up to 60% design, would allow them to identify ways to provide buffers on the north side. Victor Rachael added that there would be variability in the improvements along 13th Avenue depending on property constraints, utilities, and context. He explained that as they move on to the next phase and deeper into the design, they can explore adding buffers on the north side.

CM Marcano asked if there would be an opportunity to add additional trees on the north side. He asked about the difference in shade quality and heat reduction between trees on the north versus south sides. T. Worker-Braddock said that they do not look at the difference in heat reduction or shade quality for street trees. He explained that the trees in the proposed concept picture are just illustrative. He added that they would maintain and keep the current trees on the north side. He mentioned that they talked to the city's forestry division about minimizing impacts on trees in the segment. He stressed that there was no intention of having no trees on the north side.

CM Coombs pointed out that there will be selected segments that will go up to 60% design. She asked if the project will be built out in phases and how they will determine the segments that will be built out first. T. Worker-Braddock explained that it will be challenging to build out the five-mile corridor all at once. They will bring selected segments, which are yet to be identified, up to 60% design. He added that the segments would probably be near or adjacent to schools to ensure safe routes to schools. He added that there may also be funding opportunities to improve those segments. Staff will identify preliminary segments that they are prepared to improve, design those segments, and pursue funding. He explained that they might not be in the position to improve the entire corridor all at one. He said that the design standards may have changed once they get to the latter segments which would lead to design updates. CM Coombs said that prioritizing based on school makes sense. She asked how the difference would be between improved segments and unimproved segments throughout the phasing process. T. Worker-Braddock explained that they will identify segments based on individual utility, such as segments capturing natural walking sheds or those separated by major arterials. He stressed that the improvement doesn't just end at an arbitrary point, and it would end where people feel like it makes sense for it to end.

Outcome: Information only.

Follow-up Action: No follow-up needed.

4.b. Consideration to Approve a Resolution for the Intergovernmental Agreement between the City of Aurora and the City and County of Denver regarding ownership and maintenance responsibilities for the Peoria Crossing Project

Summary of Issue and Discussion:

Matt Kozakowski presented this item. This is an Intergovernmental Agreement (IGA) between Denver and the city of Aurora for the Peoria Crossing project. The project was sponsored by DRCOG, Denver, Aurora, and RTD. It cost approximately \$60 million, most coming from the DRCOG TIP and RTD Faster Grants. The goal of the project was to provide a grade separation on Peoria over the Union Pacific Railroad Facility, including the RTD A-Line. Peoria is also a key connection for the Anschutz Campus. The project was solicited by a design/build alternative delivery contract in 2012 and was opened to the public in 2014. The project was a success in leveraging

federal funds and utilizing alternative delivery methods to meet associated grant timelines. The project also won the 2015 ENR Mountain States Best Project and APWA's Best Colorado Transportation Project awards. The Proposed IGA identifies the ownership, operation, maintenance, and reimbursement responsibilities of the Project's improvements. It also establishes clear guidance on the definitions of repair, rehabilitation, and replacement. Each municipality is responsible for the bridge approach on its side of the municipal boundary, with Denver for the northern and Aurora for the southern approaches. Denver will perform routine maintenance on the structure, including the road surface. Aurora will perform snow removal and street sweeping.

Outcome: The Committee unanimously approved moving this item to Study Session.

Follow-up Action: This item will move forward to Study Session.

4.c. Consideration to Approve a Resolution for the Intergovernmental Agreement between the City of Aurora and the Colorado Department of Transportation regarding maintenance responsibilities for the High Line Canal (East Colfax to I-70) Project

Summary of Issue and Discussion:

Matt Kozakowski presented this item. The improvements of the Highline Canal from Colfax to I-70 are funded through a DRCOG TIP Grant. This Intergovernmental Agreement (IGA) is for the maintenance responsibilities of Aurora and CDOT. The project design has been completed and the project is currently out to bid. Bids are due on August 12th. Award and notice to proceed are anticipated in November, and the construction has a 12-month performance period. The majority of the project is within Denver Water or Highline Canal right-of-way. Maintenance of the 8-foot wide path is covered under the existing recreational lease agreement between Denver Water and Aurora Parks Department. A new license agreement is in process for the Mechanically Stabilized Earth (MSE) walls and structures adjacent to the bridge. The proposed IGA focuses on improvements constructed within CDOT right-of-way within the I-70 corridor. Existing facilities, including pavement, lighting, roadside ditches, ponds, vegetation, and routine maintenance for snow, ice, and debris removal remain CDOT responsibility. New structures including the pedestrian bridge, walls, fencing, drainage, lighting, bicycle rub rail, and short-term routine maintenance for snow, ice, and graffiti will be the responsibility of the city of Aurora.

Committee Discussion:

CM Marcano said that he doesn't have questions on the maintenance side. However, something on the design side is giving him anxiety. CM Coombs commented that it could be that pedestrians still have to cross the street on Smith instead of being able to go over the street. CM Marcano agreed. CM Coombs said that the issue was already discussed previously, but there is no other way to manage it. She is glad that improvements are being made as it is an excellent amenity for the city. All committee members expressed support for the IGA.

Outcome: The Committee unanimously approved moving this item to Study Session.

Follow-up Action: This item will move forward to Study Session.



CITY OF AURORA

Council Agenda Commentary

Item Title: Rockinghorse Reimbursement Agreement (Resolution)
Item Initiator: Daniel Pershing, Engineer, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.4--Maintain a reliable water system

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, expressing the support for the approval of a Reimbursement Agreement between the City of Aurora acting by and through its Utility Enterprise and Nash Inspiration, LLC.
Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Estimated time: 5 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 October 19, 2022, the Water Policy Committee supported moving the Rockinghorse Reimbursement Agreement forward to Study Session.

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

Reimbursement agreements are required when a developer builds regional infrastructure ahead of when it is scheduled in Aurora Water's Capital Improvement Plan(s) (CIP). When a developer builds regional stormwater infrastructure, they are eligible for a partial cost reimbursement based on the cost directly related to the regional stormwater improvement (i.e. trickle channel, forebays, rip rap, etc.)

A reimbursement agreement is proposed with Nash Inspiration LLC, the developer of the Rockinghorse Subdivision. Rockinghorse Subdivision is located in Ward VI, northwest of Inspiration Drive and Gartrell Road. This agreement is for a stormwater regional detention pond (Pond 1A) as shown in Exhibit B.

Due to the tributary area, the pond location, and the regional nature of the improvements, Nash Inspiration LLC is eligible for reimbursement of items related to the construction of Pond 1A. These drainage items include: forebays, drop structures, riprap, trickle channel and the outlet structure. Aurora Water has agreed to a partial reimbursement of 50% of grading operations since not all grading work was associated with pond construction. The not to exceed reimbursement amount is \$1,346,111.45 for the storm improvements as shown in Appendix A. The Developer has been credited \$595,748.41 in stormwater fees and therefore the final eligible reimbursement amount is \$898,435.30 which will be paid in \$200,000 increments over the next five years. The terms stated in the agreement are as follows:

- Developer is responsible for 100% of the improvement costs upfront and will be reimbursed the eligible amount for the improvements.
- Developer must utilize an Aurora Water approved design firm and construction contractor.
- Developer and City must agree on eligible reimbursement amounts.
- Developer must submit all applicable invoicing and payment documentation such as detailed pay requests supported by the design firm and contractor invoices for all eligible cost reimbursements.
- Reimbursement costs will be paid from the Capital Improvement Program, Stormwater Fund.
- Infrastructure shall meet all City requirements and standards.
- Reimbursements will be paid in accordance with Section 5 of the agreement which states that the developer is required to submit invoices for completed work to the City for review and approval of constructed Regional Improvements accompanied by supporting documentation. The invoices must be approved by Aurora Water prior to payment and shall not exceed the Eligible Reimbursement Amount plus a 10% contingency, unless otherwise approved by City Council.
- Section 3(e) of the agreement, Change Order Management, provides a ten percent (10%) contingency allowance of the Eligible Reimbursement Amount. If any Change Orders exceed ten percent (10%) of the Eligible Reimbursement Amount, then City Council authorization is required.
- All Regional Infrastructure shall have a one-year warranty.
- Developer acknowledges that it is still responsible for payment of all fees in accordance with the City's fee schedule.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL A RESOLUTION expressing the support for the approval of a Reimbursement Agreement between the City of Aurora acting by and through its Utility Enterprise and Nash Inspiration, LLC forward to the next Council Meeting?

LEGAL COMMENTS

The City's Utility Enterprise is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore. (City Code §138-28)(Best).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Reimbursement Agreement will be from the Capital Improvement Program, Wastewater Fund in the amount of \$200,000 for 2022.

ORG: 52345 (Reimbursement - Storm)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND NASH INSPIRATION, LLC

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora") and NASH Inspiration, LLC ("Developer") have agreed to enter a reimbursement agreement ("Agreement") by which Aurora will reimburse the Developer for the design and construction certain Pond 1A improvements; and

WHEREAS, the Developer improved and conveyed to the City property ("Property") located within Aurora consisting of approximately 27.7 acres, shown as Tract B, of Rockinghorse Subdivision Filing 20; and

WHEREAS, in connection with development of the Property, the Developer has installed certain storm drainage lines ("Improvements") and the Improvements may serve both the Property and adjacent properties ("Regional Improvements") and will be sized to serve regional needs as defined in the City's Master Plan; and

WHEREAS, the total eligible reimbursement costs were one million four hundred and ninety four thousand one hundred and eighty three dollars and seventy one cents (\$1,494,183.71) with eight hundred and ninety eight thousand four hundred and thirty five dollars and fifty cents (\$898,435.50) remaining to be repaid after credits from Aurora; and

WHEREAS, the Regional Improvements benefit users outside of the Developer's service area and will benefit the health, safety, and general welfare of the residents of Aurora; and

WHEREAS, this Agreement is necessary for the health, safety, and welfare of the people of the Aurora and the City is authorized, pursuant to City Code 138-28 to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary of convenient therefore.

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

Section 1. The Reimbursement Agreement between Aurora and the Developer regarding Pond 1A Regional Improvements is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney

Aurora Water Regional Utility Cost Reimbursement Agreement

This Aurora Water Regional Utility Cost Reimbursement Agreement (“Agreement”), is entered into this 7th day of October, 2022, (“Effective Date”), by and between NASH Inspiration, LLC (“Developer”), whose address is 6465 S. Greenwood Plaza Blvd., Suite 700, Centennial, Colorado 80111, and the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“City”), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado, 80012. The City and Developer shall be referred to herein individually as “Party”, and collectively as “Parties”.

Recitals

WHEREAS, Developer improved and conveyed to the City property (“Property”) located within the City of Aurora Colorado consisting of approximately 27.7 acres, shown as Tract B, of Rockinghorse Subdivision Filing 20; and

WHEREAS, in connection with development of the Property, Developer has installed certain storm drainage lines (“Improvements”) and the Improvements may serve both the Property and adjacent properties (“Regional Improvements”) and will be sized to serve regional needs as defined in the City’s Master Plan; and

WHEREAS, the Regional Improvements consist of Pond 1A Improvements with costs set forth in the attached cost spreadsheet entitled **Exhibit A**, and associated Property location map entitled **Exhibit B**; and

WHEREAS, the Regional Improvements were required for the Developer to obtain WATER, STORMWATER, or SANITARY SEWER service for their project; and

WHEREAS, the Developer has constructed the Regional Improvements (as more specifically defined in this Agreement) prior to the time the City was prepared or obligated to do so and the Developer undertook the installation of the Regional Improvements and payment of one hundred percent (100%) of the cost thereof; and

WHEREAS, the City is willing to reimburse the Developer for certain approved incremental costs associated with installation of the Regional Improvements limited to revenues generated from the portion of the WATER/SANITARY SEWER /STORMWATER development and usage fees as specified in City Code for use in the construction, installation, operation, maintenance, replacement, extension and improvement of the storm drainage system.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

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134117434.2

134117434.4

1. Regional Improvements Initial Payment and Reimbursable Costs.

(a) Initial Payment of Improvements Costs. Developer shall be responsible for (subject to partial reimbursement by Aurora Water pursuant to this Agreement) one hundred percent (100%) of the Regional Improvement Costs.

(b) Eligible Reimbursement Amount. Aurora Water will only reimburse Developer for the difference in cost between the infrastructure required to serve the Property and the Regional Improvements (“Eligible Reimbursement Amount”). The Eligible Reimbursement Amount will not exceed the estimated cost difference plus a ten percent (10%) contingency without additional approval of the Aurora City Council. The Eligible Reimbursement Amount estimate, as calculated by the Developer and reviewed and approved by the City, is **\$1,494,183.71**. All reimbursements must be certified by the General Manager of Aurora Water or designee before payment shall be authorized. Upon completion of the Improvements and Initial Acceptance by the City, the Parties shall confirm in writing the final amount owed to Developer for reimbursement. Aurora Water has already credited Developer Stormwater Fees in the amount of \$595,748.41 and therefore the final Eligible Reimbursement Amount is **\$898,435.30**.

(c) Connection Payment Limitation. The City in no event shall be required to pay any greater amount than the revenues received from the storm drainage basin development and usage fees as referenced in Sections 138-396 and 138-397 of City Code collected by the City.

2. Regional Improvements Engineering.

If the Regional Improvements are not located in City right-of-way and the Regional Infrastructure requires easements which have not yet been obtained by the City, as part of preliminary design, Developer will prepare the legal exhibits and descriptions for the required Regional Infrastructure easements and obtain or dedicate by plat or by separate document for the maintenance and operation of the Regional Improvements. Preliminary design must be at least thirty percent (30%) of the anticipated final design. The Developer has completed and the City has approved the preliminary design of the Regional Improvements and the final design and construction plans and specifications for the Regional Improvements in accordance with the City’s established plans review process. The Developer is responsible for engineering drawings, specifications, a Stormwater Management Plan, Geotechnical Report and any other documents or permits required to successfully construct the Regional Improvements (“Contract Documents”). The Regional Improvements shall be built and designed in accordance with all applicable City standards and subject to all applicable ordinances, rules, and regulations of the City.

3. Regional Improvements Construction.

(a) Supervision. Developer and Project Engineer have supervised all design, bidding processes and construction of the Regional Improvements through completion of construction, dedication to and final acceptance by the City (“Project Completion”). The City will only pay management costs for the Project Engineer.

(b) Payment Administration. Developer and Project Engineer have reviewed contractor pay requests for payment of the costs of the Regional Improvements.

4. Acceptance and Dedication of Regional Improvements.

(a) Initial Acceptance of Regional Improvements. The City has issued “Initial Acceptance” of the Regional Improvements.

(b) Final Completion and Project Acceptance. Once the Developer receives Initial Acceptance of the Regional Improvements, and connection to the Regional Utility Project is fully complete, the Regional Improvements are operating as functionally intended, all as determined by the City in its sole discretion, and the warranty period has passed, the Regional Improvements will have reached “**Final Completion**” and receive “**Final Acceptance**” by the City.

(c) Dedication to and Acceptance of Improvements by City. The Improvements are the property of the City. The responsibility for the operation of the Improvements shall be that of the City. Upon expiration of the warranty period specified in the Utilities Extension Agreement and this agreement whereby this agreement will supersede, the City shall be liable for all repair and maintenance of the Improvements.

(d) Warranty. The Developer has provided a two (2) year warranty and provided documentation ensuring that the Regional Improvements have been constructed in substantial accordance with Contract Documents.

5. Reimbursement Process.

(a) Documentation. The Eligible Reimbursement Amount shall be reduced by actual costs incurred by the contractor and the actual amount from any change orders requested for the Regional Improvements in writing by the Developer and accepted by the City. The reimbursement amount shall not exceed the Eligible Reimbursement Amount. The Eligible Reimbursement Amount must be fully supported by invoice and payment documentation which shall be supplied to the City in City approved formats and which may include but not limited to; signed pay applications from the contractor for actual costs incurred, credited costs for the original infrastructure size for an accurate delta for infrastructure upsize, and signed change orders with detailed descriptions of the work performed and line item costs. All reimbursable costs shall be in a line item format per eligible expense (i.e. 24” pipe, 5’ manholes, etc. in lieu of “utility work”). Documentation should include proof of payment acceptable to the City (i.e. copies of checks, signed lien waver, etc.).

(b) Payment. The City’s obligation to Developer for reimbursement shall be limited to development and usage fees as specified in City Code for use in the construction, installation, operation, maintenance, replacement, extension and improvement of the storm drainage system and available funds in the capital improvement budget appropriated for the storm drainage system improvements. Unless otherwise agreed upon, reimbursement to the Developer will be paid annually in increments not to exceed \$200,000 annually, commencing after the execution of the Agreement. The due date for payment shall be forty-five (45) days after the date that this Agreement is fully executed by the Parties and continuing annually thereafter with payment in full to be made not later than five (5) years after the Effective Date.

(c) Connection Fees. The Developer acknowledges that it is still responsible for payment of all connection fees in accordance with the City's fee schedule and these fees are not subject to this agreement.

6. Term.

The term ("Term") of this Agreement shall cease five (5) years after the Effective Date of this Agreement or until the Eligible Reimbursement Amount has been repaid. The term of this Agreement may be extended by up to two (2) five (5) year intervals if Developer has not been reimbursed the full Eligible Reimbursement Amount, and adjacent or connecting developments are planned or anticipated.

7. Obligation of Aurora Water.

Any and all obligations of Aurora Water under this Agreement will be the sole obligation of Aurora Water and, as such, will not constitute a general obligation or other indebtedness of the City or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, statutory or other Charter limitation. In the event of a default by the City on any of its obligations under the terms of this Agreement, the non-Defaulting party will have no recourse against any of the funds of the City except for the Utility Enterprise Wastewater Fund; provided, however, that the non-defaulting party's recourse against said fund will be on a basis subordinate and junior to that of the holders of any bonds, notes, or other obligations issued by the City or Aurora Water payable from the remains of the fund, after the payment of said bonds, notes, or other obligations. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

8. Non-Appropriation.

The Parties acknowledge and understand that any financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the Aurora City Council. Accordingly, should the Aurora City Council exercise its right not to appropriate funds for any future fiscal year sufficient for the continued performance of City's obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated without penalty or recourse. In the event of City's non-appropriation, the Parties may thereafter elect to reinstate the Agreement for any remaining portion of the Term.

9. Relationship of Parties.

Nothing contained herein will be construed or interpreted as (a) creating a joint venture, partnership, or other similar relationship between Developer or the Parties; (b) obligating any party to perform any of the terms, covenants or provisions of any Annexation Agreement between the Parties; (c) entitling any person or entity not a party to this Agreement to any of the benefits of this Agreement; (d) appointing a party to this Agreement as agent of the others or authorizing a party to this Agreement to make contracts in the name of the others; or (e) creating, establishing or imposing a fiduciary duty owned by one party to the other hereunder or in any way creating a fiduciary relationship between the parties.

10. Notices.

counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party(ies), shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

13. Severability.

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

14. Computation of Time Periods.

All time periods referred to in this Agreement shall include all Saturdays, Sundays, and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, or a national holiday.

15. No Waiver of Governmental Immunity.

Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded to the City pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

16. Successors and Assigns.

The Developer may not assign this Agreement without the consent of the City, which shall not be unreasonably withheld or conditioned. This Agreement is intended by the Parties hereto to be of use and benefit of the Parties and no person or entity not a party to this Agreement will be authorized or entitled to rely on the benefits of this Agreement or seek to enforce any of the terms, provisions or covenants contained herein as a third-party beneficiary hereof.

17. Governing Law.

This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the District Court for the County of Douglas, State of Colorado.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile transmitted copy of this Agreement executed by one of the Parties hereto will be accepted as an originally executed copy of this Agreement.

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best

Ian Best, Assistant City Attorney

10/11/2022

Date

22032195

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

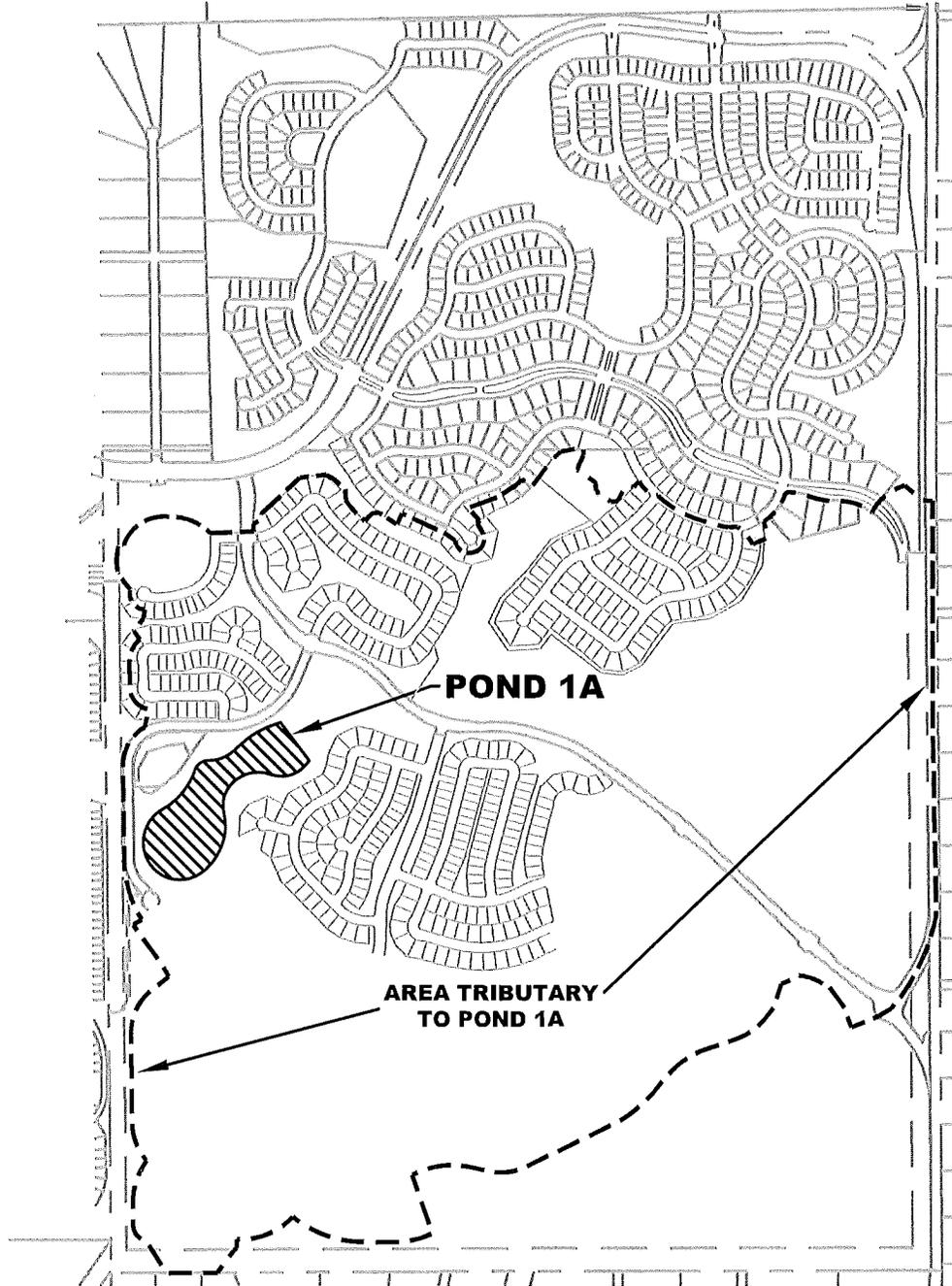


EXHIBIT A

Item No.	Line Item	Unit	Quantity	Unit Cost	Total Cost	Reimbursement %	Total Reimbursement	Contractor
1	Excavation and Embankment - Pond	CY	372162	\$ 2.20	\$ 818,756.40	50%	\$ 409,378.20	Bemis
33	42" Trash Rack	EA	2	\$ 765.05	\$ 1,530.10	100%	\$ 1,530.10	Iron Woman
34	48" Trash Rack	EA	2	\$ 867.85	\$ 1,735.70	100%	\$ 1,735.70	Iron Woman
45	Riprap, Placed (type M/L/H)	TN	420	\$ 69.65	\$ 29,253.00	100%	\$ 29,253.00	Iron Woman
46	Riprap, Placed Type VH	TN	2,285	\$ 84.60	\$ 193,311.00	100%	\$ 193,311.00	Iron Woman
47	Gravel bed w/ Filter Fabric	TN	751	\$ 50.55	\$ 37,963.05	100%	\$ 37,963.05	Iron Woman
48	2"-6" Cobble (All Weather Access)	TN	470	\$ 74.05	\$ 34,803.50	100%	\$ 34,803.50	Iron Woman
49	Drop Structure #1	LS	1	\$ 183.75	\$ 183.75	100%	\$ 183.75	Iron Woman
50	Cut Off Wall	EA	1	\$ 2,665.30	\$ 2,665.30	100%	\$ 2,665.30	Iron Woman
51	Riprap, Grouted 2' Boulders	CY	190	\$ 301.30	\$ 57,247.00	100%	\$ 57,247.00	Iron Woman
52	Riprap, Grouted 3' Boulders	CY	30	\$ 345.15	\$ 10,354.50	100%	\$ 10,354.50	Iron Woman
53	Soil Riprap Placed	TN	150	\$ 66.70	\$ 10,005.00	100%	\$ 10,005.00	Iron Woman
54	Drop Structure #2	LS	1	\$ 183.75	\$ 183.75	100%	\$ 183.75	Iron Woman
55	Cut Off Wall	EA	1	\$ 2,665.30	\$ 2,665.30	100%	\$ 2,665.30	Iron Woman
56	Riprap, Grouted 2' Boulders	CY	154	\$ 301.30	\$ 46,400.20	100%	\$ 46,400.20	Iron Woman
57	Riprap, Grouted 3' Boulders	CY	30	\$ 345.15	\$ 10,354.50	100%	\$ 10,354.50	Iron Woman
58	Soil Riprap Placed	TN	130	\$ 66.70	\$ 8,671.00	100%	\$ 8,671.00	Iron Woman
59	Drop Structure #3	LS	1	\$ 183.75	\$ 183.75	100%	\$ 183.75	Iron Woman
60	Cut Off Wall	EA	1	\$ 2,665.30	\$ 2,665.30	100%	\$ 2,665.30	Iron Woman
61	Riprap, Grouted 2' Boulders	CY	154	\$ 301.30	\$ 46,400.20	100%	\$ 46,400.20	Iron Woman
62	Riprap, Grouted 3' Boulders	CY	30	\$ 345.15	\$ 10,354.50	100%	\$ 10,354.50	Iron Woman
63	Soil Riprap Placed	TN	130	\$ 66.70	\$ 8,671.00	100%	\$ 8,671.00	Iron Woman
64	Pond 1A Headwall	EA	1	\$ 17,363.15	\$ 17,363.15	100%	\$ 17,363.15	Iron Woman
65	Outlet Structures Pond 1A	EA	1	\$ 89,412.75	\$ 89,412.75	100%	\$ 89,412.75	Iron Woman
75	Cut Off Wall 84" RCP	EA	1	\$ 8,772.25	\$ 8,772.25	100%	\$ 8,772.25	Iron Woman
76	Micropool	EA	1	\$ 85,897.00	\$ 85,897.00	100%	\$ 85,897.00	Iron Woman
77	East Forebay	EA	1	\$ 32,872.90	\$ 32,872.90	100%	\$ 32,872.90	Iron Woman
78	South Forebay	EA	1	\$ 32,872.90	\$ 32,872.90	100%	\$ 32,872.90	Iron Woman
79	North Forebay	EA	1	\$ 32,872.90	\$ 32,872.90	100%	\$ 32,872.90	Iron Woman
81	Trickle Channel 11' wide 6" depth w/ 6" curb	LF	2242	\$ 54.00	\$ 121,068.00	100%	\$ 121,068.00	Concrete Curb &Paving

Subtotal	\$ 1,346,111.45
Engineering (7%)	\$ 94,227.80
Geotechnical (2%)	\$ 26,922.23
Construction Staking (2%)	\$ 26,922.23
Construction Management (0%)	\$ -
Total Eligible Reimbursement	\$ 1,494,183.71
Total Credited Fees	\$ 595,748.41
Reimbursement Due to Developer	\$ 898,435.30

EXHIBIT B



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Calibre

Calibre Engineering, Inc.
 9090 South Ridgeline Boulevard, Suite 105
 Highlands Ranch, CO 80129 (303) 730-0434
 www.calibre-engineering.com
 Construction Management Civil Engineering Surveying

ROCKINGHORSE
STORM DRAINAGE REIMBURSEMENT AGREEMENT
CITY OF AURORA

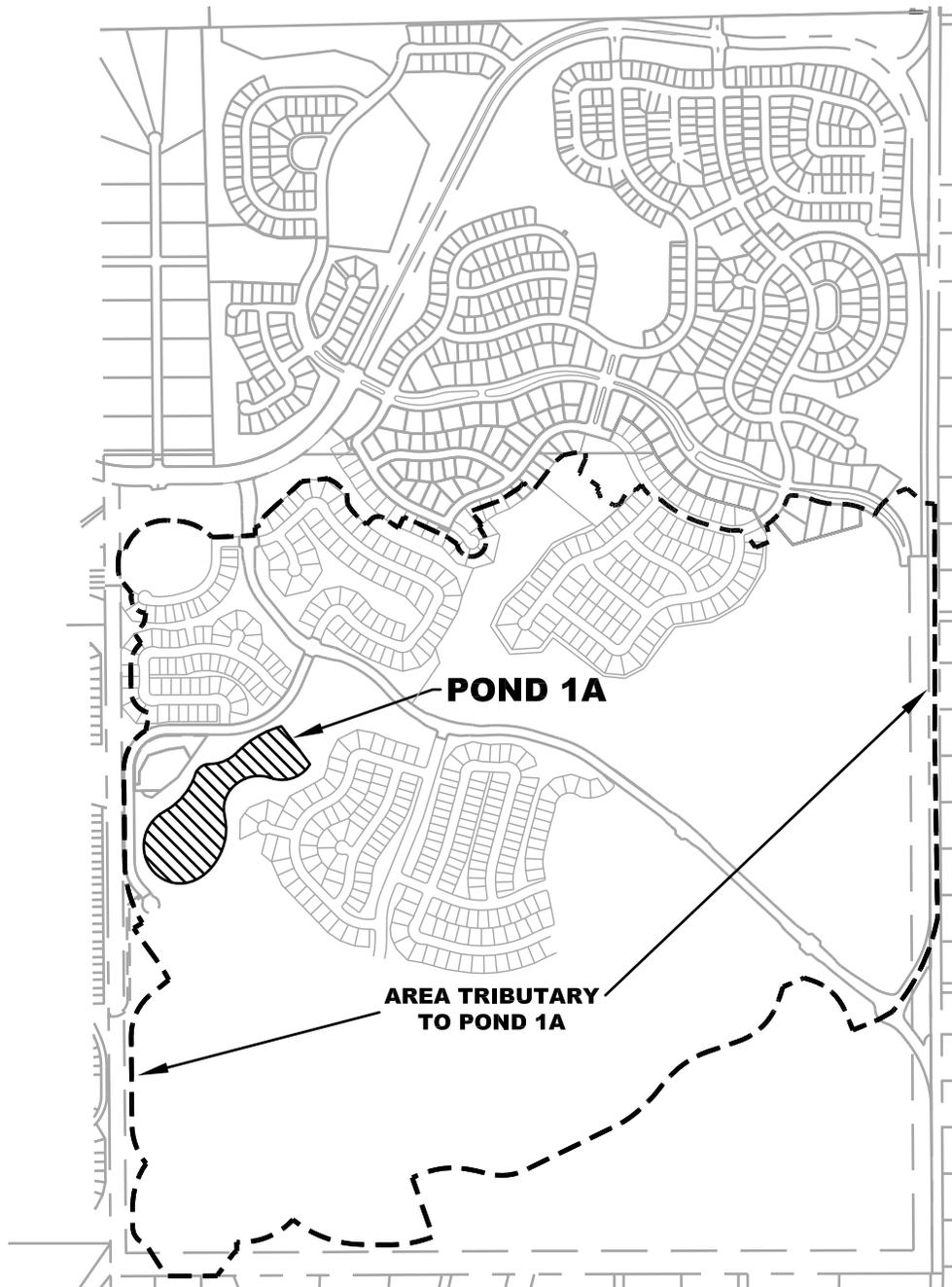
SHEET

B

SCALE: 1" = 1200'

DATE: 1418
 JUNE 29, 2018

EXHIBIT B



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9090 South Ridgeline Boulevard, Suite 105
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Construction Management Civil Engineering Surveying

ROCKINGHORSE

STORM DRAINAGE REIMBURSEMENT AGREEMENT

CITY OF AURORA

SHEET

B

SCALE: 1" = 1200'

DATE:

JUNE 29, 2019

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Total Eligible Reimbursement	\$ 1,494,183.71
Total Credited Fees	\$ 595,748.41
Reimbursement Due to Developer	\$ 898,435.30

Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

8. Rockinghorse Reimbursement Agreement

Summary of Issue and Discussion: S. Young and D. Pershing gave an overview of the agreement.

Outcome: The Committee supports the Rockinghorse Reimbursement Agreement.

Follow-Up Action: Forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Colorado State Forest Service Funding Agreement
Item Initiator: Richard Vidmar, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, 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: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise and the Board of Governors of the Colorado State University System, acting by and through Colorado State University or the use and benefit of the Colorado State Forest Service.
- Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney
- 5 min. presentation

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 July 20, 2022, The Water Policy Committee supported moving a Resolution for a Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service forward to Study Session.

On August 22, 2022, The City Council of the City of Aurora APPROVED A RESOLUTION for a Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service as item 11d.

On October 19, 2022, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora and the Colorado State Forest Service forward to Study Session.

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

In August of this year, Aurora entered into an IGA with the U.S. Forest Service ("USFS") and the Colorado State Forest Service in order to develop a framework to work cooperatively with each other and other stakeholders to accomplish needed forest and watershed activities to reduce wildfire risk. The IGA enabled Aurora to support mutually identified projects to protect its watersheds. Such projects may include activities such as thinning, prescribed fire, fuels reduction, rehabilitation of burned land and other forest health treatments.

The IGA with the USFS and the Colorado State Forest Service only provided for the framework and collaboration by which the parties would specify mutually beneficial activities and projects within each priority watershed and identify **target accomplishments and did not agree to specific funding but noted that Aurora's portion of the funding** for the selected activities and projects will be made through separate agreements.

This request is to approve a service agreement under the IGA framework to provide funding for forest health treatment projects in partnership with the Colorado State Forest Service in the area upstream of Strontia Springs Reservoir. Aurora Water is a member of the Upper South Platte Partnership and work done in this area by the Colorado State Forest Service is part of the Upper South Platte Partnership Project. Funding from the City of Aurora will be used primarily by Colorado State University to complete the McArthur Gulch and Deer Creek forest health treatments; a small portion of the funding will assist in establishing and maintaining the partnership website and develop other informational materials. The total commitment from Aurora Water is \$300,000 over 3 years beginning in 2022 and ending in 2024.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL OF A RESOLUTION of an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise and the Board of Governors of the Colorado State University System, acting by and through Colorado State University or the use and benefit of the Colorado State Forest Service forward to the next Council Meeting?

LEGAL COMMENTS

The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 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. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Best).

PUBLIC FINANCIAL IMPACT

YES

NO

If yes, explain: Funding for this agreement will be from the Water Fund Operating Budget. The total commitment from Aurora Water is \$300,000 over 3 years beginning in 2022 and ending in 2024.

ORG: 52018 (Water Resources)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado ("University"), for the use and benefit of the Colorado State Forest Service have reached an agreement ("Agreement") for Aurora Water to provide three hundred thousand dollars (\$300,000) over three years to support the University's Upper South Platte Partnership forest rehabilitation project; and

WHEREAS, the University and the Colorado State Forest Service perform certain forest health duties to reduce risk of wildfires; and

WHEREAS, the Upper South Platte Partnership project will lower the risk of high impact wildfires to Aurora Water's watershed upstream of Strontia Springs Reservoir thereby reducing the likelihood of erosion threatening the reservoir; and

WHEREAS, the Upper South Platte Partnership project partially funded through the Agreement is necessary and beneficial to the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 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 Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The University Services Agreement between Aurora Water and the University is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

RLA

IAN BEST, Assistant City Attorney

University Services Agreement

This University Services Agreement (“Agreement”) is entered into this ____ day of _____, 2022, by and between The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado (“University”), for the use and benefit of the Colorado State Forest Service, and the City of Aurora, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora CO 80012 (“Client”). University and Client shall be referred to individually as “Party”, and collectively as “Parties”.

NOW THEREFORE, in consideration of the above and the mutual promises contained herein, the Parties agree as follows:

1. **Independent Contractors.** It is understood and agreed by the Parties that the University is an independent contractor with respect to the Client and that this Agreement is not intended and shall not be construed to create an employer/employee or a joint venture relationship between the University and the Client. The University shall be free from the direction and control of the Client in the performance of the University’s obligations under this Agreement, except that the Client may indicate specifications, standards requirements and deliverables for satisfaction of the University’s obligations under this Agreement.
2. **Term.** This Agreement shall be effective commencing on the date of final signature (the “Effective Date”) and shall terminate three (3) years thereafter, unless sooner terminated as provided herein or extended by written agreement of the parties.
3. **Scope of Work.** The University agrees to perform the services described in the Scope of Work attached hereto (“Services”) and made a part hereof as Exhibit A, under the direction and supervision of the Principal Investigator, whose name appears in Exhibit A.
4. **Payment.** The Client agrees to pay the University for the Services performed under this Agreement as follows (*check one*):
 - In a fixed price amount of _____ payable fifty percent (50%) upon execution; forty percent (40%) at mid-project; ten percent (10%) upon University’s submission of the final report; OR
 - In accordance with the payment terms set forth in the Scope of Work, Exhibit A attached hereto.
5. **Ownership of Information.** At all times during and following the term of this Agreement, including any extensions or renewals hereof, all records, information and data provided to the University by the Client or developed during the performance of the Services under this Agreement by the University and/or the Client (“Project Records”) shall be and remain the sole property of the Client. The University retains the right to use

the Project Records for academic and research purposes. Except as provided in Paragraph 7 of this Agreement, any Project Records shall be provided to or returned to the Client upon request after termination of this Agreement.

6. Reporting Requirements.

6.1 The University agrees that all Project Records as defined in the Scope of Work or detailed description thereof shall be made available to Client at any reasonable time, subject to the reporting requirements set forth in the Scope of Work.

6.2 Client shall have the right to audit the records of the University, to the extent such records are related to the Services performed under this Agreement, during normal business hours and upon reasonable notice to University. Such audit may include the financial records of University relating to the Services. University shall reasonably cooperate with Client in satisfying any requirement or order issued by any governmental agency or court, including but not limited to the inspection of University's records or facility.

7. Confidentiality.

7.1 Each Party has certain documents, data, information, and methodologies that are confidential and proprietary to that party ("Confidential Information"). During the term of this Agreement, either party may, as the "Disclosing Party," disclose its Confidential Information to the other Party (the "Recipient"), in writing, visually, or orally. Recipient shall receive and use the Confidential Information for the sole purpose of the performance of this Agreement, and for no other purpose (except as may be specifically authorized by the Disclosing Party, in writing). Recipient agrees not to make use of the Confidential Information except for such Services and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser.

7.2 Recipient shall use its reasonable best efforts to preserve the confidentiality of the Confidential Information (using the same or similar protections as it would as if the Confidential Information were Recipient's own, and in any event, not less than reasonable care). Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

7.3 "Confidential Information" shall not include, and Recipient shall have no obligation to refrain from disclosing or using, information which:

7.3.1 is generally available to the public at the time of this Agreement;

7.3.2 becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient;

7.3.3 is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality;

7.3.4 has been independently developed by persons in Recipient's employ or otherwise who have no contact with Confidential Information, as proven with written records; or

7.3.5 is required to be disclosed by law; provided that, in the event that Recipient is required to redisclose Confidential Information under this subsection 7.3.5, it will promptly notify the Disclosing Party, and the Disclosing Party may, at its sole discretion and expense, initiate legal action to prevent, limit or condition such redisclosure.

7.4 With respect to 7.3.5, both Parties are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq. ("CORA"). If disclosure of any Confidential Information is required pursuant to CORA, the Party receiving the request shall reasonably cooperate with the other Party to review and identify any information not subject to disclosure. However, University and Client shall individually retain the right to proceed in the manner it believes, in its sole discretion and judgment, is required to be compliant with the law.

7.5 Notwithstanding any other provision of this Agreement, a party may retain one copy of the other party's Confidential Information in its confidential files, for the sole purpose of establishing compliance with the terms hereof.

8. **Equipment.** Unless otherwise provided in the Scope of Work or in a writing signed by the Parties, all equipment purchased by University with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated to providing Services under this Agreement while this Agreement is in effect.
9. **Liability; Insurance.** Each Party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the University, and Client, if Client is a public entity in Colorado, is at all times herein strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. secs. 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. As institutions of the State of Colorado, neither Client nor CSU are authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.

(Only if checked) During the term hereof, Client represents and warrants that it has and will maintain general liability insurance covering itself and its employees, if any, in the performance of this contract, in an aggregate amount of not less than One Million Dollars (\$1,000,000.00), or \$_____, whichever is less, all or part of which may be self-insured. Client will furnish University with a certificate evidencing such insurance upon written request.

10. **Exclusive Warranty; Disclaimer.** University warrants that all deliverables provided

under this Agreement will be provided substantially in accordance with the Scope of Work and/or written protocol provided by Client. All other warranties, express and implied, are hereby expressly disclaimed **Including warranties of merchantability and fitness for a particular purpose.** University does not perform any services under this agreement that may be subject to FDA Regulations, e.g. GMP, cGMP, GLP, GCP work/services. University shall not be liable for any indirect, special, incidental, consequential or punitive loss or damage of any kind, including but not limited to lost profits (regardless of whether or not University knows or should know of the possibility of such loss or damages). The liability of either Party under this Agreement shall not exceed the amount paid or payable to the University under this Agreement.

11. **Use of Tradenames and Service Marks.** Neither Party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (“Marks”), or the copyrights of the other party. Neither Party will include the name of the other Party or of any employee of that Party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other Party. In the case of the University, prior written approval is required from the Vice President for External Relations, or designee. In the case of the Client, prior written approval is required from an authorized representative of the Client.
12. **Termination.** Either Party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a Party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Client, except in the case of a material breach by University, Client shall pay all costs accrued by University as of the date of termination including non-cancelable obligations for the term of this Agreement, which shall include all appointments of staff incurred prior to the effective date of the termination. University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Client is to be liable. University shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Client for payments which may have been advanced in excess of total costs incurred with no further obligations to Client.
13. **Default.** A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for thirty (30) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. Notwithstanding the foregoing, in the event of a breach or threatened breach of Paragraph 7 or 11 of this Agreement, the non-defaulting Party may terminate the Agreement immediately without affording the defaulting Party the opportunity to cure, and may seek an injunction or restraining order as required to prevent unauthorized disclosures of Confidential Information or unauthorized use of its Marks or copyrights. In the event that Client defaults under the obligation to make any

payment as required herein, the University shall be entitled to recover, in addition to all amounts due and unpaid, interest at the rate of eight percent (8%) per annum, plus costs of collection and reasonable attorney fees incurred in connection with such default.

14. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), or (iii) email with return receipt, to the designated representative(s) of the party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

To University:

Weston Toll
5060 Campus Delivery
Colorado State University
Fort Collins, CO 80523
Telephone: 970-491-8760
Email: weston.toll@colostate.edu

To Client:

Richard Vidmar
15151 East Alameda Parkway
Suite 3600
Aurora CO, 80012
Telephone: 303-739-7326
Email: rvidmar@auroragov.org

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

With Copy to:
City Attorney
15151 East Alameda Parkway, Suite 5300
Aurora CO, 80012

Office of the General Counsel
0006 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006
Telephone: 970-491-6270
Email: contracts@colostate.edu

15. **Legal Authority.** Each Party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Colorado State University, its governing board or the State of Colorado unless signed by the Associate Vice-President for Finance or his/her authorized delegate.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.

17. **Amendment.** No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.
18. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
19. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Any claim arising under this Agreement shall be filed and tried in the District Court in and for Larimer County, situated in the City of Fort Collins, State of Colorado.
20. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided however, such consent shall not be required in the case of a sale or transfer to a third party of all or substantially all of a party's business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.
21. **International Agreement.**
 This is an International Agreement: *(only applicable if checked)*

Agreements with non-U.S. contractors require approval by the CSU Export Control Office or Office of the General Counsel. The undersigned represents that he or she is duly authorized to approve export control measures on behalf of the University.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

City of Aurora, Colorado
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (Oct 5, 2022 14:48 MDT)

Ian Best, Assistant City Attorney

Oct 5, 2022

Date

22038417

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

The Board of Governors of the Colorado State University System, acting by and through Colorado State University:

Matthew McCombs
Colorado State Forester

Date

Approved as to form:

Brian Anderson, Esq
Office of the General Counsel

Date

*Not required unless legal changes made to this document.

State of Colorado)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Matthew McCombs, Colorado State Forester, acting on behalf of the Board of Governors of the Colorado State University System, acting by and through Colorado State University.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Exhibit A to Services Agreement

Scope of Work

Principal Investigator: Weston Toll

Client Investigator: Richard Vidmar

Title: Forest Health and Rehabilitation Projects

Detailed Description: This services agreement provides funding in the amount of One Hundred Thousand Dollars (\$100,000.00) per year beginning in CY 2022 and ending in CY 2024 for the following tasks:

Task 1 CY2022: Aurora will provide Twenty-Five Thousand Dollars (\$25,000.00) to establish and maintain a website for the Upper South Platte Partnership through the Upper South Platte Watershed Coordinator and maintain information and materials for use by its members and the public.

Task 2 CY 2022: Aurora will provide Seventy-Five Thousand Dollars (\$75,000.00) as the City of Aurora's contribution to the McArthur Gulch Forest Thinning and Restoration Project Phase 1 beginning in 2022-2023, or until the project is completed.

Task 3 CY2023: Aurora will provide to One Hundred Thousand Dollars (\$100,000.00) as the City of Aurora's contribution to the McArthur Gulch Forest Thinning and Restoration Project Phase 2 beginning in 2023, or until the project is completed. Funds that are not expended on this project may be used to match other funds for Upper South Platte Partnership as approved by the Upper South Platte Partnership Goals, Strategy and Funding Team and Aurora Water and to be monitored by the Upper South Platte Partnership Management and Science Team up to the One Hundred Thousand Dollars (\$100,000.00) appropriation.

Task 4 CY2024 Aurora will provide One Hundred Thousand Dollars (\$100,000.00) as the City Aurora's contribution to the completion of Tasks 2 and 3 and to begin funding projects within the Upper South Platte Partnership's projects area including Upper Deer Creek Phase 3 projects.

Funding: The Colorado State Forest Service shall invoice the City of Aurora the amount of One Hundred Thousand Dollars (\$100,000.00) each calendar year, beginning in CY 2022 and ending in CY 2024.

Map: See Attached.

MINUTES

Regular Meeting of the Aurora City Council

Monday, August 22, 2022

1. **RECONVENE REGULAR MEETING OF AUGUST 22, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for August 22, 2022, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Public call-in instructions were provided in both English and Spanish.

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer for the August 22nd Council Meeting.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

6. **APPROVAL OF MINUTES**

6.a. **August 8, 2022, Meeting Minutes**

CM Murillo offered amendments to the meeting minutes. She explained that she had technical difficulties and sent her vote on items 12b and 12c through the chat. She noted that she votes no for 12b and yes for 12c. City Attorney D. Brozman confirmed that this is appropriate.

Motion by Sundberg, second by Bergan, to approve the minutes of the August 8, 2022 as presented.

SUBSTITUTE MOTION

Motion by Murillo, second by Marcano, to approve the minutes of the August 8, 2022, City Council meeting as amended.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

7. **PROCLAMATIONS OR CEREMONIES**

7.a. **Swearing-in Ceremony of Assistant City Attorneys**

Judge Shawn Day swore in Steve Hahn as Assistant City Attorney.

7.b. **Animal Services - Animal Showcase**

Animal Services announced that they have an adoption special in coordination with CM Jurinsky. All dogs and cats over six months will have half-priced adoption fees.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Council heard public in-person and call-in testimony on non-agenda-related items.

Mayor Coffman requested information from the independent business owner that spoke on issues regarding dealing with other departments in the city.

8.a. **Public Invited to be Heard on the 2023 Budget**

Council heard public in-person and call-in testimony on the 2023 Budget.

9. **ADOPTION OF THE AGENDA**

CM Jurinsky requested to remove item 14a from the agenda. She recognized the importance of addressing retail theft in Aurora. She stressed that she would bring forward a more comprehensive ordinance to the Public Safety Policy Committee on September 8th. The ordinance will then go straight to full Council.

Motion by Zvonek, second by Sundberg to adopt the agenda as amended.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

- 10.a. **Consideration to award WORK PACKAGE NUMBER FIVE to Garney Companies, Inc., Littleton, Colorado in the amount of \$205,994.00 for the Aurora Reservoir Pump Station, Security and Aeration Panels Project, Project Number 5448A.**

Dean Bedford, Principal Engineer / Dave Lathers, Senior Assistant City Attorney

- 10.b. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Epic Recruiting of Phoenix LLC, Scottsdale, Arizona in the amount of \$95,000.00 for a recruiting campaign for the Aurora Police Department.**

Waiver of reconsideration is requested due to the Police Department's immediate need to recruit lateral officers and new recruits.

Jason Batchelor, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney

- 10.c. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to JHB Group, Inc., Lake Hills, Illinois in the amount of \$137,769.37 for a custom build arson investigation trailer for use by Aurora Fire Rescue. R-2260**

Mathew Wasserburger, Manager of Business Services, Fire / Dave Lathers, Senior Assistant City Attorney

- 10.d. **Fire Apparatus**

Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Exchange LLC, Henderson, Colorado, in the not-to-exceed amount of \$1,599,897.00 for the purchase of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder.

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.e. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Sage Truck Driving Schools, Henderson, Colorado in the not-to-exceed amount of \$495,600.00 for CDL training as required for city employees.**

Waiver of Reconsideration: The contract needs to be executed soon in order to get new drivers trained and licensed before winter snow season starts. The City is already down a significant number of drivers and getting new ones ready for winter is critical to operations.

Renee Pettinato Mosley, Manager of Risk, Human Resources / Dave Lathers, Senior Assistant City Attorney

- 10.f. **Municipal Treatment Equipment for Evoqua Water Tech for annual upkeep of chemical feed systems**

Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$120,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chemical feed systems as required by Aurora Water through July 31, 2023.

Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney

Motion by Gardner, second by Bergan to approve the consent calendar items 10a through 10f.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. **RESOLUTIONS**

11.a. **An Intergovernmental Agreement regarding Major Drainageway Planning for Prairie Dog Draw and its Tributaries**

R2022-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING MAJOR DRAINAGE WAY PLANNING AND FLOOD HAZARD DELINEATION FOR PRAIRIE DOG DRAW AND TRIBUTARIES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Swirvine Nyirenda, Planning Services Manager, provided a summary of the item.

MPT Bergan said she thought the agreement is for \$350,000, not \$200,000. S. Nyirenda clarified that it should be \$200,000.

Motion by Jurinsky, second by Lawson to approve item 11a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.b. **Intergovernmental Agreement regarding Major Drainageway Planning for West Toll Gate**

R2022-159 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, AND THE

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SOUTHEAST STORMWATER METRO AUTHORITY REGARDING MAJOR DRAINAGEWAY PLANNING FOR WEST TOLL GATE CREEK TRIBUTARIES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Swirvine Nyirenda, Planning Services Manager, provided a summary of the item.

MPT Bergan asked if the initial study indicated potential problems resulting in the need for this follow-up study. S. Nyirenda explained that they sometimes execute projects exactly based on the study, and other times optimize projects during the design phase.

Motion by Bergan, second by Coombs to approve item 11b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.c. Strontia Springs Watershed Sediment Management Program

R2022-160 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS WATERSHED SEDIMENT MANAGEMENT PROGRAM

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Coombs, second by Murillo to approve item 11c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.d. Intergovernmental Agreement for the Use and Benefit of Colorado State Forest Service

R2022-161 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ROCKY MOUNTAIN REGION AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

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Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Lawson, second by Sundberg to approve item 11d.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.e. **Support of Enhanced Design Guidelines for Chase Drains**

R2022-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, IN SUPPORT OF ENHANCED DESIGN GUIDELINES FOR INSTALLATION OF CHASE DRAINS AS A PART OF NEW DEVELOPMENT IN AURORA

Sponsor: Françoise Bergan, Mayor Pro Tem

Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior Assistant City Attorney

Council heard public call-in testimony.

Mayor Pro Tem Bergan provided a summary of the item.

Motion by Bergan, second by Coombs to approve item 11e.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.f. **IGA to Coordinate with Arapahoe County for November 2022 Special Municipal Election**

R2022-163 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Kadee Rodriguez, City Clerk, provided a summary of items 11f through 11h.

Motion by Marcano, second by Lawson to approve item 11f.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.g. **IGA to Coordinate with Adams County for November 2022 Special Municipal Election**

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R2022-164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Motion by Gardner, second by Jurinsky to approve item 11g.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.h. **IGA to Coordinate with Douglas County for November 2022 Special Municipal Election**

R2022-165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Motion by Gardner, second by Jurinsky to approve item 11h.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.i. **Public Education Campaign Regarding Panhandling**

R2022-166 A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO INITIATE A PUBLIC EDUCATION CAMPAIGN TO STOP PANHANDLING BY ENCOURAGING DONATIONS TO LOCAL CHARITIES INSTEAD OF DONATING MONEY TO PEOPLE ON THE STREET

Sponsor: Steve Sundberg, Council Member / Angela Lawson, Council Member

Kim Stuart, Director of Communications and Marketing / George Koumantakis, Client Group Manager, Attorney

Council heard public in-person and call-in testimony.

Council Members Sundberg and Lawson provided a summary of the item.

CM Coombs suggested having signs that address safety issues versus panhandling. Rather than the signs having people go to a website to donate, they can have signs encouraging people to keep intersections clear. CM Sundberg said there is a city ordinance restricting people from standing in medians. G. Koumantakis said police officers focus more on educating individuals doing panhandling instead of issuing summonses.

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MPT Bergan asked if people are allowed to be in the median. G. Koumantakis said there is an ordinance that prohibits them from being there. However, due to case law and First Amendment rights, APD is prevented from issuing summonses.

MPT Bergan expressed her support. She highlighted it is an educational campaign and not a mandate. She said it would address safety issues regarding distraction for drivers and the safety of panhandlers. She added that the best way to help them is to offer resources, which city staff offer.

CM Coombs asked if Spirit of Aurora has been approached regarding this resolution. CM Sundberg confirmed this. He added that he contacted Heather Dearman, CM Medina, and Jessica Prosser. He said they are soon ready to accept donations.

CM Zvonek thanked the sponsors for bringing the resolution forward. He reiterated that giving to somebody can change their situation for a moment but giving to an organization will change their life. He said this is what the resolution aims to do.

Mayor Coffman said giving to panhandlers only enables their behavior. But giving through organizations will help those individuals transition into housing stability.

CM Murillo said she appreciates the proposed intention of the resolution, but it's not a wise use of city resources. She stressed they have established that it will not end panhandling. She added that she doesn't see the connection of how safety issues will be reduced through this resolution.

CM Marcano expressed appreciation for the intent of the sponsors. He said the comparable program out of Salt Lake City raised \$5,000 a year which is not enough to house one person. It would then take more than six years to recoup the costs that are to be spent on the signs. He added there are people that already do not trust charities and would rather give directly. People who want to give will keep on giving. He stressed that the resolution will not change the dynamic. He added that he worked at the 16th Street Mall and panhandling was not reduced and remained a daily occurrence. CM Marcano stated that he shares concerns about people being on medians and in traffic, but this resolution will not address it.

CM Jurinsky expressed her support for the resolution and thanked the sponsors. She mentioned she has been seeing the same people panhandling but changing their signs to depict different situations. She said people in need can approach city staff, charities, and other resources for help. She said that giving money will enable the people and their behavior.

CM Coombs stressed that calling experiencing homelessness and asking for help while homeless bad behavior is stigmatizing. She acknowledged the intent of the resolution is not to stigmatize, but their discussion is producing greater stigma. She added that she was approached by Spirit of Aurora which indicated that they have not been approached regarding the resolution. CM Coombs mentioned the resolution also did not go to Committee and that staff only had a week to put together the backup. She expressed concern regarding not having enough data to support the resolution. CM Coombs expressed her opposition.

CM Sundberg told a story of an individual he put to work but eventually resorted to panhandling. The individual eventually died of a heroin overdose. CM Sundberg said that if the resolution went through Committee, it would not have a good chance of getting out and going to the Study Session. He added that it does not need a study to determine whether an action is unsafe. He stated that he reached out to Heather Dearman of Spirit of Aurora, CM Medina, and Jessica Prosser.

CM Marcano said that he empathizes with CM Sundberg on the person who died from a drug overdose. He stated the resolution may be well-intentioned, but it would not help people significantly or at all. He added that the amount of money to be spent on signs could put two people through permanent supportive housing for a year.

CM Murillo called for a point of order. She mentioned that personal attacks are not allowed as per Council Rules. She asked if CM Sundberg's comments constitute personal attacks. Mayor Coffman said that the Rules prohibit attacking an individual personally, which CM Sundberg did not do.

Motion by Coffman, second by Jurinsky to end debate.

Voting Aye: Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Marcano, Medina, Murillo

Motion by Sundberg, second by Lawson to approve item 11i.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

Mayor Coffman called for a brief recess of Council to allow staff to provide call-in instructions.

12. **PUBLIC HEARING WITH RELATED ORDINANCE**

13. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

14. **INTRODUCTION OF ORDINANCES**

14.a. **Retail Theft Ordinance**

2022-47 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF THE CITY CODE PERTAINING TO MANDATORY MINIMUM SENTENCES FOR "RETAIL THEFT" IN THE AURORA MUNICIPAL CODE TO COMBAT THE INCREASE IN ORGANIZED RETAIL THEFT AND RELATED OFFENSES

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Sponsor: Danielle Jurinsky, Council Member

Cassidee Carlson, Division Chief, Police / Pete Schulte, Public Safety Client Group Manager

Item was pulled from the agenda.

14.b. **Keeping of Domesticated Ducks in Residential Areas**

2022-48 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 14-134 AND 14-135 OF THE CITY CODE PERTAINING TO THE KEEPING OF DUCKS IN RESIDENTIAL AREAS

Augusta Allen, Field Supervisor of Animal Services / Angela Garcia, Senior Assistant City Attorney

Augusta Allen, Field Supervisor of Animal Services, provided a summary of the item.

CM Zvonek asked if this ordinance contradicts the water conservation ordinance. A. Allen said that the ducks would not need much more water than any other pet. M. Coffman said that it would not contradict since the water for ducks is not considered ornamental water features.

MPT Bergan asked if it is from April to October that the ducks would need 30 gallons of water. A. Youngblood confirmed this. MPT Bergan asked how they currently do inspections. A. Youngblood said that the plan for the coop set-up, building, and site will be checked by the Planning Department. If there are calls from neighbors regarding the animals, Animal Services would deal with these on a case-to-case basis. MPT Bergan asked if there have been many violations. A. Youngblood said that they have had some, but not many.

CM Jurinsky asked how staff will deal with ducks flying into people's yards. She mentioned that once Animal Services gets there, the ducks may have already been collected by the owners. A. Youngblood said that the residents can take pictures that will be used as evidence in court. If an owner has had habitual offenses of the duck or animal running at-large ordinance, they then will be taken to court to have the judge decide if they are the right owner for the animals.

CM Jurinsky asked if the Animal Shelter is prepared to keep seized ducks. A. Youngblood said that they can house ducks for a short period. In the summer months, they will be outdoors. For winter, they have rooms available.

CM Coombs asked if there are rescues or other entities that they refer out for shelter in case they run into capacity issues. A. Youngblood explained that the animals are kept throughout a stray period to ensure that it is not owned. After this period, they cannot be reclaimed. He mentioned that they are lucky with having livestock such as ducks, chickens, and roosters being taken to a farm not located in Aurora.

MPT Bergan expressed concern about quackery. A. Youngblood said that ducks are noisier than chickens and people need to be aware. CM Sundberg asked a question

regarding the consumption of the animal after expiration. A. Youngblood explained that if the animal died naturally, they are allowed to consume the animal. However, they are not allowed to butcher the animal on city property.

Motion by Marcano, second by Murillo to approve item 14b.

Voting Aye: Bergan, Coombs, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Voting Nay: Gardner

15. **FINALIZING OF ORDINANCES**

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15.a. **Green Valley Ranch East Metropolitan District Nos. 6-14**

2022-43 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Cesarina Dancy, Senior Development Project Manager, provided a summary of the item.

CM Coombs mentioned that this goes to a 50-year debt service term which is beyond the service plan and \$36 billion to give flexibility to the developer. She stressed that there are no clear financial plans and clear inclusion areas. CM Coombs expressed her opposition to the ordinance.

MPT Bergan said the city's service plan has a 50 mill levy cap adjuster for Gallagher. She said the homeowner would not be assessed higher than this. J. Cox confirmed this. MPT Bergan said that even if it is authorized for 50 years, it could be shorter. She asked if this allows for refinancing opportunities. J. Cox said it does.

CM Coombs asked if they could vote to override the 50 mills. J. Cox said yes. MPT Bergan asked if this has happened and if it would be the homeowner's vote. J. Cox said it would typically be the resident vote. MPT Bergan added that the debt also includes infrastructure such as water and sewer lines and homes. She mentioned that it is part of ARTA for regional improvement.

CM Zvonek said that if they were to raise the mills, it would then require a mill levy override elections. This would be a TABOR election which would indicate that taxes will be raised. He asked if this is correct. J. Cox confirmed this. CM Zvonek stated that the taxpayer would know that their taxes will be raised as it is in the first sentence of the language as per TABOR.

CM Coombs said that it would be helpful to have information regarding the turnout of Metro District Elections and the number of districts within Aurora that exceeded the 50-mill cap.

Motion by Bergan, second by Jurinsky to approve item 15a.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

15.b. Gun Club at Windler Street Vacation

2022-44 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

15.c. Sales and Use Tax Exemption Direct Government Fees

2022-45 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMPTING CERTAIN FEES FROM SALES AND USE TAX

Sponsor: Dustin Zvonek, Council Member

Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Senior Assistant City Attorney

Motion by Gardner, second by Marcano to approve items 15b through 15c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

15.d. Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features

2022-46 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Mike Coffman, Mayor

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Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

Marshall Brown, Aurora Water General Manager, provided a summary of the item.

Mayor Coffman applauded Council for passing the ordinance. He stressed the importance of conserving water for a sustainable future.

Motion by Coffman, second by Coombs to approve item 15d.

Motion by Coffman, second by Gardner to approve the presented amendment.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Motion by Coffman, second by Coombs to approve item 15d as amended.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

16. **PLANNING MATTERS**

17. **ANNEXATIONS**

17.a. **21861 E. 26th Avenue Annexation**

R2022-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

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

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

Motion by Gardner, second by Sundberg to approve item 17a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

17.b. **Harvest Road Property Annexation Parcel A**

R2022-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING

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NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL A ANNEXATION) 161.090 ACRES

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

Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

MPT Bergan asked if the public hearing would include a fiscal analysis. J. Cox explained that the fiscal analysis is not part of the annexation process. However, there is a fiscal analysis being done in the Northeast Area to amend the city's comprehensive annexation boundary.

Motion by Gardner, second by Bergan to approve item 17b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

17.c. Harvest Road Property Annexation Parcel B

R2022-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL B ANNEXATION) 147.506 ACRES

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

Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

Motion by Gardner, second by Coombs to approve item 17c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

18. RECONSIDERATIONS AND CALL UPS

19. GENERAL BUSINESS

19.a. Consideration to Appoint Five (5) Members and Reappoint Two (2) Members to the Citizens Advisory Committee for Housing and Community Development

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

Motion by Coombs, second by Medina to appoint Joshua Dieker, Richard Berge, Erica Ponder, Rose Armstrong, and Christopher Boyd to the Citizens Advisory Committee for Housing and Community Development.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

20. **REPORTS**

20.a. **Report by the Mayor**

Mayor Coffman thanked the International Office of Immigrant and Refugee Affairs and PROS staff for the Global Fest. He applauded the CRT Team and CIT-trained Officer Joe Valdez of District II who responded to a call regarding an individual having a mental health crisis and exhibiting threatening behavior. The team was able to connect and show compassion and empathy to the individual. The individual eventually laid down their weapon and was apprehended.

20.b. **Reports by the Council**

CM Lawson stated that the House and Senate are on recess until after Labor Day. They will reconvene in September to work on the fiscal year-end before the 2022 elections. City staff members are meeting with state delegations to build relationships and prepare for the 2023 session. Departments have submitted their proposed state and federal priorities to be presented to the FSIR Committee, then to full Council in the Fall.

CM Gardner congratulated Tina Buneta for receiving the Communications Center Director of the Year Award from the Association of Public-Safety Communications Officials (APCO). He encouraged the public to join Aurora911's team. He announced that the At-Large council members will have a Town Hall on August 25th at the Beck Recreation Center.

CM Jurinsky announced that the At-Large Town Hall will be at 6 PM at the Beck Recreation Center. She mentioned that she is working with Aurora Animal Shelter to reduce adoption fees to 50% for August. She said that the shelter can no longer accept surrendered or stray dogs until further notice due to the influx.

CM Zvonek said he met with business leaders in the Havana BID regarding retail theft and its impacts on businesses. He mentioned that APD presented a plan during the Public Safety Committee meeting to partner with businesses to identify and apprehend prolific thieves. He announced that CM Jurinsky will bring forward an ordinance to further crack down on retail theft. He encouraged the public to learn more about this ordinance during the September 8th Public Safety Committee Meeting at 8:30 AM.

CM Murillo commended the organizers of the Eco Fiesta. She announced that her Town Hall will be on Thursday at the Moorhead Recreation Center at 6 PM. There will be a virtual option.

CM Sundberg corrected the comment that the resolution on panhandling was put together in a week. He stated that G. Koumantakis and the legal department have done a lot of legal research on this matter and other cities. He also commended K. Stuart in Communications and the Graphics Art Department who created artwork for this resolution a few months ago. He announced that the Southeast Recreation Center is close to completion. He mentioned that he and CM Marcano saw the Walden 35 Housing Development, which is one of the 20 affordable housing projects underway in Aurora.

CM Medina announced that his Town Hall will be on September 7th at the Active Adult Center from 6:30 to 8 PM.

CM Marcano commended the successful Global Festival. He announced that the next Family Safety Check will be on August 27th from 11 AM to 3 PM at 12900 East Mississippi Avenue. The event will provide steering wheel locks, gun locks, prescription drug disposal bags, catalytic converter labels, and free ice cream for children while supplies last. The next Ward IV meeting will be on September 8th at the Colorado Early Colleges at 6:30 PM. The meeting will feature Erin Pilnyak and Jeff Schlanger from IntegrAssure, the city's consent decree monitor.

CM Coombs announced that DRCOG did not have its monthly meeting because they are accepting public comment on the changes to the Metro Vision Regional Transportation Plan to address the state greenhouse gas reduction goals. To know more about these changes and give public comment, the public can go to www.drcog.org. CM Coombs finished the Water Fluency Program with Water Education Colorado. She will follow up with CM Sundberg on a report on this program. The first Ward V Town Hall in August at Heather Gardens received feedback on how residents would like to see multimodal transportation. The second Ward V Town Hall at the Mission Viejo Library had a talk from Marshall Brown regarding water and the conservation ordinance. Also, there were conversations regarding state and local issues, and the upcoming rate increases in 2023. CM Coombs attended the Global Fest after the Town Hall Meeting.

Mayor Pro Tem Bergan thanked CM Sundberg for setting up the Southeast Recreation Center Tour. She is looking forward to its grand opening in early 2023. She attended the Colorado Opioid Abatement Conference last August 15th and 16th. She mentioned that she is on the Colorado Opioid Region IX Committee. Mayor Pro Tem Bergan congratulated Tina Buneta for her well-deserved award.

21. **ADJOURNMENT**

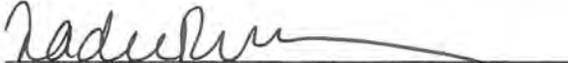
Mayor Coffman adjourned the regular meeting of the City Council.

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*



MIKE COFFMAN, MAYOR

ATTEST:


KADEE RODRIGUEZ, CITY CLERK

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Water Policy Committee (WPC) Meeting
July 20, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within is the school districts are a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X

Steve Sundberg
Chair, Water Policy Committee

Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

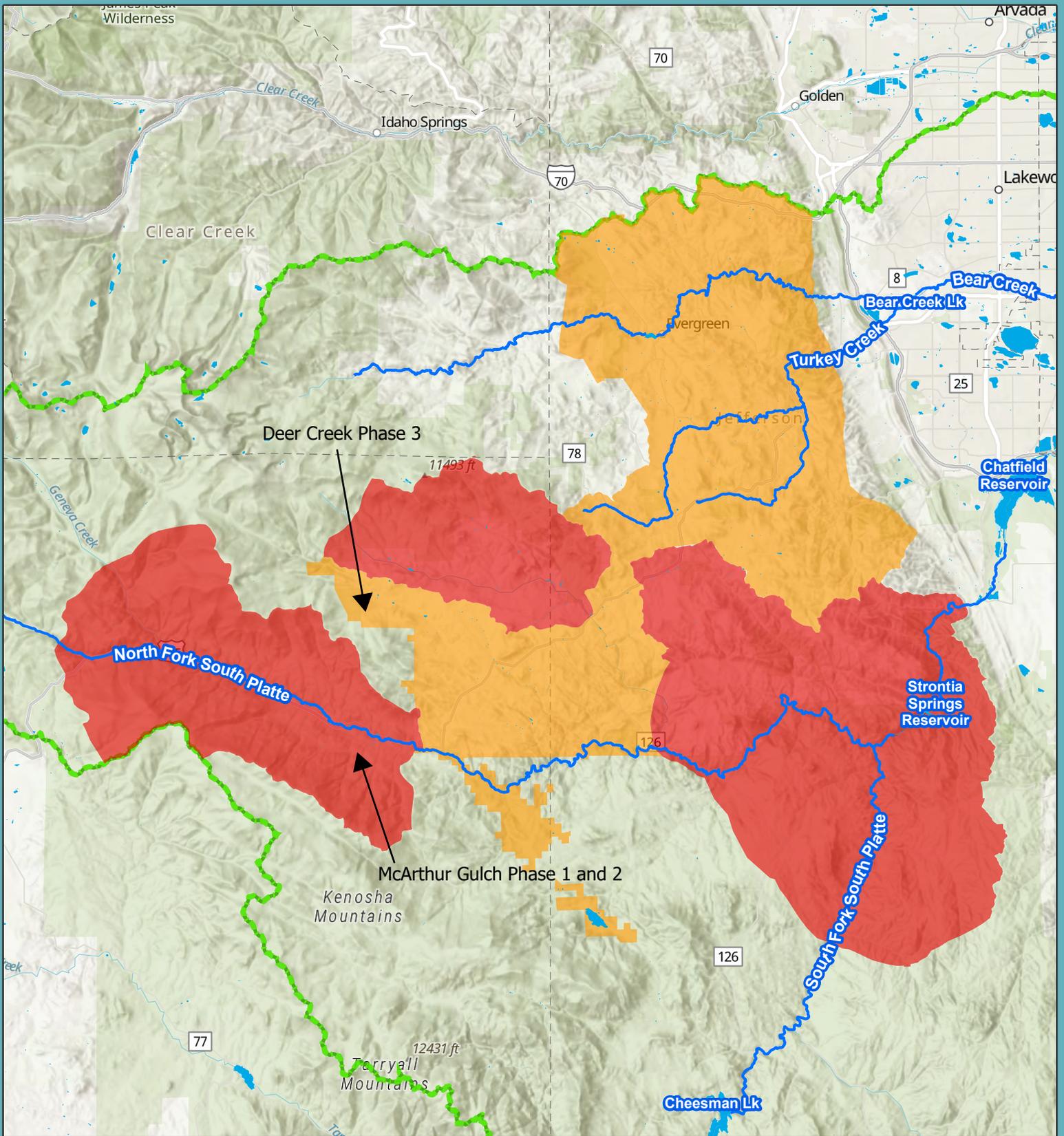
Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, D

9. Colorado State Forest Service Funding Agreement

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Colorado State Forest Service Funding Agreement.

Follow-Up Action: Forward to Study Session for consideration.



Co State Forest Agreement Priority Map

Aurora Water

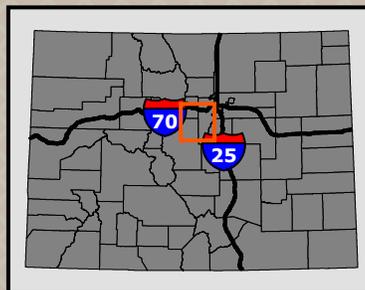
15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-579-2990
gwhitney@auroragov.org



Aurora is Worth Discovering!



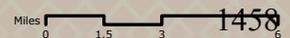
October 3, 2022



Legend

- Priority 1
- Priority 2
- Upper South Platte Watershed Boundary (HUC 8)

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.





CITY OF AURORA

Council Agenda Commentary

Item Title: Stewardship West Memorandum of Understanding (Resolution)
Item Initiator: Richard Vidmar, Manager Water Resources, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, 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: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City of Aurora, expressing support of an agreement between the City of Aurora acting by and through its Utility Enterprise and Stewardship West
Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney
Estimated time: 5 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 July 20, 2022, The Water Policy Committee supported moving a Resolution for a Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service forward to Study Session.

On August 22, 2022, The City Council of the City of Aurora APPROVED A RESOLUTION for a Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service as item 11d.

On October 19, 2022, The Water Policy Committee supported moving a Resolution supporting an agreement between the City of Aurora acting by and through its Utility Enterprise and Stewardship West forward to Study Session.

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

In August of this year, Aurora entered into an IGA with the U.S. Forest Service ("USFS") and the Colorado State Forest Service in order to develop a framework to work cooperatively with each other and other stakeholders to accomplish needed forest and watershed activities to reduce wildfire risk. The IGA enabled Aurora to support mutually identified projects to protect its watersheds. Such projects may include activities such as thinning, prescribed fire, fuels reduction, rehabilitation of burned land and other forest health treatments.

The IGA with the USFS and the Colorado State Forest Service only provided for the framework and collaboration by which the parties would specify mutually beneficial activities and projects within each priority watershed and **identify target accomplishments and did not agree to specific funding but noted that Aurora's portion of the funding for the selected activities and projects will be made through separate agreements.**

Stewardship West is a non-profit company that assists the USFS by taking on some forest management duties usually performed by Forest Service employees including forest thinning and restoration. As a non-profit, Stewardship West can perform these duties at lower cost which can lower the cost per acre of treatment overall.

In accordance with the USFS IGA, Aurora Water would like to enter into the proposed Memorandum of Agreement with Stewardship West to facilitate the treatment of over 500 acres in the North Fork of the South Platte River within the Miller Gulch drainage near the town of Bailey. The planned Miller Gulch project will lower the risk of wildfire in our watershed upstream of Strontia Springs Reservoir which in turn will reduce the likelihood of increased erosion and sedimentation that is a threat to our downstream water supply. Stewardship West has already completed more than 400 acres of treatment out of the approximately 1500 acres in the total project area. Pursuant to the terms of this agreement, Aurora will pay \$100,000 to Stewardship West to facilitate the Miller Gulch Project goals.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving a Resolution supporting an agreement between the City of Aurora acting by and through its Utility Enterprise and Stewardship West forward to the next Council meeting?

LEGAL COMMENTS

The City's Utility Enterprise is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore. ((City Code §138-28) Best).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Memorandum of Understanding will be from the Water Fund operating budget in the amount of \$100,000.

ORG: 52018 (Water Resources)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND STEWARSHIP WEST

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) and Stewardship West, a 501(c)(3) nonprofit focused on forest health and resiliency (“Stewardship West”) have reached an agreement (“Agreement”) in which Aurora Water agrees to provide one hundred thousand dollars (\$100,000) to support Stewardship West’s Miller Gulch forest rehabilitation project; and

WHEREAS, Stewardship West assists the U.S. Forest Service by performing certain forest health duties usually performed by the U.S. Forest Service at lower cost; and

WHEREAS, the Miller Gulch project will lower the risk of high impact wildfires to Aurora Water’s watershed upstream of Strontia Springs Reservoir thereby reducing the likelihood of erosion threatening the reservoir; and

WHEREAS, the Miller Gulch project partially funded through the Agreement is necessary and beneficial to the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to City Code 138-28 to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore.

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

Section 1. The Agreement between Aurora Water and Stewardship West is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

RLA

IAN BEST, Assistant City Attorney

Memorandum of Agreement

This Memorandum of Agreement (“Agreement”) is made and entered into effective as of the ____ day of _____, 2022, by and between Stewardship West, a 501(c)(3) non-profit of P.O. Box 2424, Arnold, CA 95223 (“Stewardship West”), and the City of Aurora, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (hereinafter called “Aurora Water”). Stewardship West and Aurora Water shall be referred to herein as individually as “Party”, and collectively as “Parties”.

WHEREAS, On August 22, 2022, Aurora Water entered into an Intergovernmental Agreement (“IGA”) with the U.S. Forest Service (“USFS”) and the Colorado State Forest Service in order to develop a framework to work cooperatively with each other and other stakeholders to accomplish needed forest and watershed activities to reduce wildfire risk. The IGA enabled the Aurora Water to support mutually identified projects to protect its watersheds. Such projects may include activities such as thinning, prescribed fire, fuels reduction and other forest health treatments such as rehabilitation of burned land.

WHEREAS, the IGA with the USFS and the Colorado State Forest Service, specifically was defined to provide the framework by which the Parties would specify mutually beneficial activities and projects within each priority watershed and identify target accomplishments and did not agree to specific funding but noted that Aurora Water’s portion of the funding for the selected activities and projects will be made through separate agreements.

WHEREAS, Stewardship West, is a non-profit with a boots-on-the-ground, action-focused approach to forest health and resiliency. Stewardship West specializes in Stewardship and Cost Share Agreements to conduct large landscape-scale forest restoration and resiliency corridor work. Stewardship Agreements build on existing coordination between state and federal agencies. The organization prioritizes public safety, uses science to guide forest management and coordinates land management across jurisdictions in order to increase the pace and scale of forest management projects and remove barriers that slow project approvals. Utilizing shared stewardship, Stewardship West implements contracts with qualified restoration specialists to target vegetative treatments like tree thinning and other fuel reduction methods.

WHEREAS, Aurora Water and Stewardship West wish to work cooperatively to accomplish mutually agreed upon tasks that will benefit all parties and will support all parties’ goals and strategic plans and collaborative efforts with the USFA regarding a specific forest health project located in one of Aurora’s watersheds. Further the two Parties wish to ensure a mutual understanding of roles, responsibilities, obligations, funding commitments, and contractual requirements that all parties are agreeing to as signatories of this Agreement.

WHEREAS, this Agreement combines Aurora Water’s knowledge of the watershed with Stewardship West’s expertise to accomplish tasks that will enhance the goals of both Parties in collaboration with the USFS.

WHEREAS, Stewardship West is currently implementing the Miller Gulch Forest Health Project (“Project”) to reduce the risk of catastrophic fire, protect watershed and water quality and improve habitat for many wildlife species on approximately five hundred fifty-four (554) acres of USFS land in Jefferson County, Colorado as described in Exhibit A. This project is a high priority for Aurora Water and USFS due to its location and relationship to other Pike & San Isabel National Forest Stewardship projects. The Project will protect public safety, water quality, and forest and environmental health. Stewardship West is working with the USFS pursuant to the following agreement: SW/USFS Agreement # 22-SA-11021200-079.

Responsibilities:

1. Aurora Water. Aurora Water agrees to:
 - a. Provide funding to Stewardship West for the implementation of the Miller Gulch Project in the amount of One Hundred Thousand Dollars (\$100,000.00).

2. Stewardship West. Stewardship West agrees to:
 - a. Conduct project planning, coordination, development, and implementation of the Miller Gulch Project.

 - b. Oversee operations to decrease fuel volume and fuel continuity in forest vegetation according to the prescription approved by the USFS. Total Project acres are approximately one thousand five hundred (1,500) acres. Forest treatments are nearly complete on approximately four hundred nineteen (419) acres of the Project. Specific actions are dependent on site-specific conditions and vegetation type and include thinning and, creating forest openings. Mechanical harvesting equipment and hand treatments will be used, and no new system roads will be constructed. Product removal will be included in some treatment units. The Project will utilize conventional thinning and logging methods to harvest a variety of tree species that are deemed hazardous fuels in the project area. Slash will be lopped and scattered or crushed to lie within twenty-four inches (24”) of the ground. Merchantable timber will be removed from the project area. Stewardship West will provide project management and quality control of the operations through regularly scheduled inspections. These inspections will follow USFS protocol and will be coordinated with the U.S. Forest Service Sale Administrator. The USFS is responsible for laying out the units, timber marking and cruising, collecting GPS data, and assisting with the development of a contract area map.

 - c. Stewardship West agrees to submit an invoice in a form reasonably acceptable to Aurora Water for all Project services performed. Stewardship West further agrees to include itemized Project activity information for all Project services provided on its invoice. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of Stewardship West’s directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

Reporting and Completion:

Stewardship West and Aurora Water agree to meet annually in the fall at a mutually acceptable date on site to inspect progress of project operations. Upon the acceptance and release of each

unit by the USFS Sale Administrator, Stewardship West will notify the City of Aurora of completion of the unit.

Term and Purpose: This Agreement will be in effect for the term of one (1) year from the Effective Date. One Hundred Thousand Dollars (\$100,000.00) represents the amount Aurora Water will provide Stewardship West for Project implementation, quality control, and vegetation management under the terms of this Agreement.

Payments: Aurora Water shall provide funds in the amount of One Hundred Thousand Dollars (\$100,000.00) to Stewardship West for the costs associated with the implementation of the Project. The funds will be provided to Stewardship West in one lump sum prior to the commencement of the Project term. Aurora Water agrees to pay within thirty (30) days of the date the invoice was received.

Affirmations: All Parties to this Agreement affirm that they have the authority to enter into this Agreement and that the individuals signing this Agreement have the express authority to sign on their behalf. All Parties also agree that they shall fully cooperate with one another in attaining the purposes of this Agreement.

Termination: Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement at any time with or without cause by providing at least thirty (30) days prior written notice of termination to the other Party. Both Parties acknowledge and agree that notice of termination of this Agreement need not specify any cause, reason, grounds, justification, or other basis for the termination other than the exercise of the Party's rights under this Section.

Effect of Termination: Except as otherwise provided herein, this Agreement shall be of no further force or effect following the date of termination, except each Party shall remain liable for any obligations arising from activities carried on by it hereunder to the date of termination. Upon termination, Stewardship West agrees to return any unspent Project funds to Aurora Water within thirty (30) days.

Insurance: Stewardship West shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to Aurora Water, as described in Exhibit B (attached hereto and incorporated by this reference). Stewardship West further agrees and understands that it must maintain and keep in force the appropriate insurance policies throughout the term of this Agreement. Stewardship West's policies will be primary and non-contributory with respect to any and all insurance policies purchased by Aurora Water or the City of Aurora.

Governmental Immunity: Nothing herein is intended to be or shall be construed to be a waiver of Aurora Water's governmental immunity under C.R.S. §§ 24-10-101, *et seq.*, as may be amended from time to time.

Amendment: No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

Severability: In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

Applicable Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal issues regarding this Agreement shall be in the State of Colorado, and venue shall lie in the Arapahoe County District Court.

Assignability: Neither Party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning Party.

Sole Obligation of Utility Enterprise: This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora (“the City”), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City’s Utility Enterprise of any of its obligations under this Agreement, Stewardship West shall have no recourse for any amounts owned to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms “Water System” and “Water Enterprise Fund” are defined in City Ordinance No 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

In Witness Whereof, the Parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (Oct 6, 2022 09:33 MDT)

Ian Best, Assistant City Attorney

Oct 6, 2022

Date

22033002

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Stewardship West

Jennifer M Baker
Jennifer Baker, Operation Officer
1924 Merano Lane
Chesapeake, VA 23322
(757) 332-8381

10/5/2022
Date

State of VA)
County of Chesapeake) ss

The foregoing instrument was acknowledged before me this 5 day of Oct, 2022, by Jennifer Baker, Operation Office, acting on behalf of Stewardship West.

Witness my hand and official seal Karen L. Snoop
Notary Public

My commission expires: 1/31/26

(Seal)



Exhibit A

Miller Gulch is part of the Crossons-Longview Forest Restoration Project and is the second stewardship agreement that Stewardship West and the Pike and San Isabel NF have cooperated on, where both agreements are located in the South Platte Ranger District. The first agreement, Jerome Miller, encompasses 419 acres and is set to be complete by December 31, 2022.

Miller Gulch is located approximately 7.7 miles southeast of Bailey, Colorado. From Bailey, drive east on PCR 68 (Wellington Lake Road) for approximately, 5.1 miles. Turn left onto PCR 70 (Echo Valley Road) approximately 2 miles to junction NFSR 553 and NFSR 549. Stay left on NFSR 553 approximately 0.5 miles to the junction of NFSR 554/Miller Gulch Trailhead arriving at the western portion of the Agreement area.

It is important to note that several large and intense wildfires have burned near the Project Area, including the High Meadow (2000) to the north and Buffalo Creek (1996) to the east.

Exhibit B

Insurance. Prior to commencement of any activities under this agreement, Stewardship West shall provide a certificate of insurance evidencing the following coverages:

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

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

b. Workers' Compensation and Employers Liability Insurance. Stewardship West shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Stewardship West shall maintain Employers Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) bodily injury for each accident, One Hundred Thousand Dollars (\$100,000.00) bodily injury by disease each employee and One Million Dollars (\$1,000,000.00) bodily injury disease aggregate.

c. Subcontractor's Insurance. It shall be the responsibility of Stewardship West to ensure that subcontractors maintain the same minimum requirements as set forth in Sections a and b.

d. City as Additional Insured. All primary and excess general liability insurance policies required by this agreement shall name Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and said coverage shall contain a waiver of subrogation. Stewardship West and/or Stewardship West's Agents shall provide a copy of an endorsement providing this coverage.

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

f. Certificates of Insurance. Prior to commencing any work, Stewardship West and any subcontractors of Stewardship West, shall provide certificates of insurance to Aurora demonstrating that at the minimum coverages required herein are in effect. Stewardship West and/or its Agents agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. Stewardship West's insurance must be kept in force throughout the duration of this Agreement. If any of Stewardship West's insurance coverage is renewed at any time during the term of this Agreement, Stewardship West shall be responsible for obtaining updated insurance certificates and forwarding the

replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- VIII and the minimum A.M. Best rating of each excess insurer shall be A- VIII. SW shall provide copies of insurance policies to the Aurora's Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered in response to a significant change in activities on the premise. Stewardship West shall notify the City of any significant change in activities within five (5) days of determining such a significant change is necessary for its operations. Within ten (10) days of notice, Risk Manager for Aurora will notify Stewardship West of the proposed adjusted limits of insurance. SW's policy(ies) will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.

Water Policy Committee (WPC) Meeting
July 20, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within is the school districts are a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X

Steve Sundberg
Chair, Water Policy Committee

MINUTES

Regular Meeting of the Aurora City Council

Monday, August 22, 2022

1. **RECONVENE REGULAR MEETING OF AUGUST 22, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for August 22, 2022, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Public call-in instructions were provided in both English and Spanish.

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer for the August 22nd Council Meeting.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

6. **APPROVAL OF MINUTES**

6.a. **August 8, 2022, Meeting Minutes**

CM Murillo offered amendments to the meeting minutes. She explained that she had technical difficulties and sent her vote on items 12b and 12c through the chat. She noted that she votes no for 12b and yes for 12c. City Attorney D. Brotzman confirmed that this is appropriate.

Motion by Sundberg, second by Bergan, to approve the minutes of the August 8, 2022 as presented.

SUBSTITUTE MOTION

Motion by Murillo, second by Marcano, to approve the minutes of the August 8, 2022, City Council meeting as amended.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

7. **PROCLAMATIONS OR CEREMONIES**

7.a. **Swearing-in Ceremony of Assistant City Attorneys**

Judge Shawn Day swore in Steve Hahn as Assistant City Attorney.

7.b. **Animal Services - Animal Showcase**

Animal Services announced that they have an adoption special in coordination with CM Jurinsky. All dogs and cats over six months will have half-priced adoption fees.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Council heard public in-person and call-in testimony on non-agenda-related items.

Mayor Coffman requested information from the independent business owner that spoke on issues regarding dealing with other departments in the city.

8.a. **Public Invited to be Heard on the 2023 Budget**

Council heard public in-person and call-in testimony on the 2023 Budget.

9. **ADOPTION OF THE AGENDA**

CM Jurinsky requested to remove item 14a from the agenda. She recognized the importance of addressing retail theft in Aurora. She stressed that she would bring forward a more comprehensive ordinance to the Public Safety Policy Committee on September 8th. The ordinance will then go straight to full Council.

Motion by Zvonek, second by Sundberg to adopt the agenda as amended.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

- 10.a. **Consideration to award WORK PACKAGE NUMBER FIVE to Garney Companies, Inc., Littleton, Colorado in the amount of \$205,994.00 for the Aurora Reservoir Pump Station, Security and Aeration Panels Project, Project Number 5448A.**

Dean Bedford, Principal Engineer / Dave Lathers, Senior Assistant City Attorney

- 10.b. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Epic Recruiting of Phoenix LLC, Scottsdale, Arizona in the amount of \$95,000.00 for a recruiting campaign for the Aurora Police Department.**

Waiver of reconsideration is requested due to the Police Department's immediate need to recruit lateral officers and new recruits.

Jason Batchelor, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney

- 10.c. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to JHB Group, Inc., Lake Hills, Illinois in the amount of \$137,769.37 for a custom build arson investigation trailer for use by Aurora Fire Rescue. R-2260**

Mathew Wasserburger, Manager of Business Services, Fire / Dave Lathers, Senior Assistant City Attorney

- 10.d. **Fire Apparatus**

Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Exchange LLC, Henderson, Colorado, in the not-to-exceed amount of \$1,599,897.00 for the purchase of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder.

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.e. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Sage Truck Driving Schools, Henderson, Colorado in the not-to-exceed amount of \$495,600.00 for CDL training as required for city employees.**

Waiver of Reconsideration: The contract needs to be executed soon in order to get new drivers trained and licensed before winter snow season starts. The City is already down a significant number of drivers and getting new ones ready for winter is critical to operations.

Renee Pettinato Mosley, Manager of Risk, Human Resources / Dave Lathers, Senior Assistant City Attorney

- 10.f. **Municipal Treatment Equipment for Evoqua Water Tech for annual upkeep of chemical feed systems**

Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$120,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chemical feed systems as required by Aurora Water through July 31, 2023.

Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney

Motion by Gardner, second by Bergan to approve the consent calendar items 10a through 10f.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. **RESOLUTIONS**

11.a. **An Intergovernmental Agreement regarding Major Drainageway Planning for Prairie Dog Draw and its Tributaries**

R2022-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING MAJOR DRAINAGE WAY PLANNING AND FLOOD HAZARD DELINEATION FOR PRAIRIE DOG DRAW AND TRIBUTARIES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Swirvine Nyirenda, Planning Services Manager, provided a summary of the item.

MPT Bergan said she thought the agreement is for \$350,000, not \$200,000. S. Nyirenda clarified that it should be \$200,000.

Motion by Jurinsky, second by Lawson to approve item 11a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.b. **Intergovernmental Agreement regarding Major Drainageway Planning for West Toll Gate**

R2022-159 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, AND THE

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

SOUTHEAST STORMWATER METRO AUTHORITY REGARDING MAJOR DRAINAGEWAY PLANNING FOR WEST TOLL GATE CREEK TRIBUTARIES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Swirvine Nyirenda, Planning Services Manager, provided a summary of the item.

MPT Bergan asked if the initial study indicated potential problems resulting in the need for this follow-up study. S. Nyirenda explained that they sometimes execute projects exactly based on the study, and other times optimize projects during the design phase.

Motion by Bergan, second by Coombs to approve item 11b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.c. Strontia Springs Watershed Sediment Management Program

R2022-160 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS WATERSHED SEDIMENT MANAGEMENT PROGRAM

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Coombs, second by Murillo to approve item 11c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.d. Intergovernmental Agreement for the Use and Benefit of Colorado State Forest Service

R2022-161 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ROCKY MOUNTAIN REGION AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

♦ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Lawson, second by Sundberg to approve item 11d.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.e. Support of Enhanced Design Guidelines for Chase Drains

R2022-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, IN SUPPORT OF ENHANCED DESIGN GUIDELINES FOR INSTALLATION OF CHASE DRAINS AS A PART OF NEW DEVELOPMENT IN AURORA

Sponsor: Françoise Bergan, Mayor Pro Tem

Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior Assistant City Attorney

Council heard public call-in testimony.

Mayor Pro Tem Bergan provided a summary of the item.

Motion by Bergan, second by Coombs to approve item 11e.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.f. IGA to Coordinate with Arapahoe County for November 2022 Special Municipal Election

R2022-163 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Kadee Rodriguez, City Clerk, provided a summary of items 11f through 11h.

Motion by Marcano, second by Lawson to approve item 11f.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.g. IGA to Coordinate with Adams County for November 2022 Special Municipal Election

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

R2022-164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Motion by Gardner, second by Jurinsky to approve item 11g.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.h. **IGA to Coordinate with Douglas County for November 2022 Special Municipal Election**

R2022-165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Motion by Gardner, second by Jurinsky to approve item 11h.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.i. **Public Education Campaign Regarding Panhandling**

R2022-166 A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO INITIATE A PUBLIC EDUCATION CAMPAIGN TO STOP PANHANDLING BY ENCOURAGING DONATIONS TO LOCAL CHARITIES INSTEAD OF DONATING MONEY TO PEOPLE ON THE STREET

Sponsor: Steve Sundberg, Council Member / Angela Lawson, Council Member

Kim Stuart, Director of Communications and Marketing / George Koumantakis, Client Group Manager, Attorney

Council heard public in-person and call-in testimony.

Council Members Sundberg and Lawson provided a summary of the item.

CM Coombs suggested having signs that address safety issues versus panhandling. Rather than the signs having people go to a website to donate, they can have signs encouraging people to keep intersections clear. CM Sundberg said there is a city ordinance restricting people from standing in medians. G. Koumantakis said police officers focus more on educating individuals doing panhandling instead of issuing summonses.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

MPT Bergan asked if people are allowed to be in the median. G. Koumantakis said there is an ordinance that prohibits them from being there. However, due to case law and First Amendment rights, APD is prevented from issuing summonses.

MPT Bergan expressed her support. She highlighted it is an educational campaign and not a mandate. She said it would address safety issues regarding distraction for drivers and the safety of panhandlers. She added that the best way to help them is to offer resources, which city staff offer.

CM Coombs asked if Spirit of Aurora has been approached regarding this resolution. CM Sundberg confirmed this. He added that he contacted Heather Dearman, CM Medina, and Jessica Prosser. He said they are soon ready to accept donations.

CM Zvonek thanked the sponsors for bringing the resolution forward. He reiterated that giving to somebody can change their situation for a moment but giving to an organization will change their life. He said this is what the resolution aims to do.

Mayor Coffman said giving to panhandlers only enables their behavior. But giving through organizations will help those individuals transition into housing stability.

CM Murillo said she appreciates the proposed intention of the resolution, but it's not a wise use of city resources. She stressed they have established that it will not end panhandling. She added that she doesn't see the connection of how safety issues will be reduced through this resolution.

CM Marcano expressed appreciation for the intent of the sponsors. He said the comparable program out of Salt Lake City raised \$5,000 a year which is not enough to house one person. It would then take more than six years to recoup the costs that are to be spent on the signs. He added there are people that already do not trust charities and would rather give directly. People who want to give will keep on giving. He stressed that the resolution will not change the dynamic. He added that he worked at the 16th Street Mall and panhandling was not reduced and remained a daily occurrence. CM Marcano stated that he shares concerns about people being on medians and in traffic, but this resolution will not address it.

CM Jurinsky expressed her support for the resolution and thanked the sponsors. She mentioned she has been seeing the same people panhandling but changing their signs to depict different situations. She said people in need can approach city staff, charities, and other resources for help. She said that giving money will enable the people and their behavior.

CM Coombs stressed that calling experiencing homelessness and asking for help while homeless bad behavior is stigmatizing. She acknowledged the intent of the resolution is not to stigmatize, but their discussion is producing greater stigma. She added that she was approached by Spirit of Aurora which indicated that they have not been approached regarding the resolution. CM Coombs mentioned the resolution also did not go to Committee and that staff only had a week to put together the backup. She expressed concern regarding not having enough data to support the resolution. CM Coombs expressed her opposition.

CM Sundberg told a story of an individual he put to work but eventually resorted to panhandling. The individual eventually died of a heroin overdose. CM Sundberg said that if the resolution went through Committee, it would not have a good chance of getting out and going to the Study Session. He added that it does not need a study to determine whether an action is unsafe. He stated that he reached out to Heather Dearman of Spirit of Aurora, CM Medina, and Jessica Prosser.

CM Marcano said that he empathizes with CM Sundberg on the person who died from a drug overdose. He stated the resolution may be well-intentioned, but it would not help people significantly or at all. He added that the amount of money to be spent on signs could put two people through permanent supportive housing for a year.

CM Murillo called for a point of order. She mentioned that personal attacks are not allowed as per Council Rules. She asked if CM Sundberg's comments constitute personal attacks. Mayor Coffman said that the Rules prohibit attacking an individual personally, which CM Sundberg did not do.

Motion by Coffman, second by Jurinsky to end debate.

Voting Aye: Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Marcano, Medina, Murillo

Motion by Sundberg, second by Lawson to approve item 11i.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

Mayor Coffman called for a brief recess of Council to allow staff to provide call-in instructions.

12. **PUBLIC HEARING WITH RELATED ORDINANCE**

13. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

14. **INTRODUCTION OF ORDINANCES**

14.a. **Retail Theft Ordinance**

2022-47 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF THE CITY CODE PERTAINING TO MANDATORY MINIMUM SENTENCES FOR "RETAIL THEFT" IN THE AURORA MUNICIPAL CODE TO COMBAT THE INCREASE IN ORGANIZED RETAIL THEFT AND RELATED OFFENSES

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Sponsor: Danielle Jurinsky, Council Member

Cassidee Carlson, Division Chief, Police / Pete Schulte, Public Safety Client Group Manager

Item was pulled from the agenda.

14.b. **Keeping of Domesticated Ducks in Residential Areas**

2022-48 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 14-134 AND 14-135 OF THE CITY CODE PERTAINING TO THE KEEPING OF DUCKS IN RESIDENTIAL AREAS

Augusta Allen, Field Supervisor of Animal Services / Angela Garcia, Senior Assistant City Attorney

Augusta Allen, Field Supervisor of Animal Services, provided a summary of the item.

CM Zvonek asked if this ordinance contradicts the water conservation ordinance. A. Allen said that the ducks would not need much more water than any other pet. M. Coffman said that it would not contradict since the water for ducks is not considered ornamental water features.

MPT Bergan asked if it is from April to October that the ducks would need 30 gallons of water. A. Youngblood confirmed this. MPT Bergan asked how they currently do inspections. A. Youngblood said that the plan for the coop set-up, building, and site will be checked by the Planning Department. If there are calls from neighbors regarding the animals, Animal Services would deal with these on a case-to-case basis. MPT Bergan asked if there have been many violations. A. Youngblood said that they have had some, but not many.

CM Jurinsky asked how staff will deal with ducks flying into people's yards. She mentioned that once Animal Services gets there, the ducks may have already been collected by the owners. A. Youngblood said that the residents can take pictures that will be used as evidence in court. If an owner has had habitual offenses of the duck or animal running at-large ordinance, they then will be taken to court to have the judge decide if they are the right owner for the animals.

CM Jurinsky asked if the Animal Shelter is prepared to keep seized ducks. A. Youngblood said that they can house ducks for a short period. In the summer months, they will be outdoors. For winter, they have rooms available.

CM Coombs asked if there are rescues or other entities that they refer out for shelter in case they run into capacity issues. A. Youngblood explained that the animals are kept throughout a stray period to ensure that it is not owned. After this period, they cannot be reclaimed. He mentioned that they are lucky with having livestock such as ducks, chickens, and roosters being taken to a farm not located in Aurora.

MPT Bergan expressed concern about quackery. A. Youngblood said that ducks are noisier than chickens and people need to be aware. CM Sundberg asked a question

regarding the consumption of the animal after expiration. A. Youngblood explained that if the animal died naturally, they are allowed to consume the animal. However, they are not allowed to butcher the animal on city property.

Motion by Marcano, second by Murillo to approve item 14b.

Voting Aye: Bergan, Coombs, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Voting Nay: Gardner

15. **FINALIZING OF ORDINANCES**

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15.a. **Green Valley Ranch East Metropolitan District Nos. 6-14**

2022-43 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Cesarina Dancy, Senior Development Project Manager, provided a summary of the item.

CM Coombs mentioned that this goes to a 50-year debt service term which is beyond the service plan and \$36 billion to give flexibility to the developer. She stressed that there are no clear financial plans and clear inclusion areas. CM Coombs expressed her opposition to the ordinance.

MPT Bergan said the city's service plan has a 50 mill levy cap adjuster for Gallagher. She said the homeowner would not be assessed higher than this. J. Cox confirmed this. MPT Bergan said that even if it is authorized for 50 years, it could be shorter. She asked if this allows for refinancing opportunities. J. Cox said it does.

CM Coombs asked if they could vote to override the 50 mills. J. Cox said yes. MPT Bergan asked if this has happened and if it would be the homeowner's vote. J. Cox said it would typically be the resident vote. MPT Bergan added that the debt also includes infrastructure such as water and sewer lines and homes. She mentioned that it is part of ARTA for regional improvement.

CM Zvonek said that if they were to raise the mills, it would then require a mill levy override elections. This would be a TABOR election which would indicate that taxes will be raised. He asked if this is correct. J. Cox confirmed this. CM Zvonek stated that the taxpayer would know that their taxes will be raised as it is in the first sentence of the language as per TABOR.

CM Coombs said that it would be helpful to have information regarding the turnout of Metro District Elections and the number of districts within Aurora that exceeded the 50-mill cap.

Motion by Bergan, second by Jurinsky to approve item 15a.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

15.b. Gun Club at Windler Street Vacation

2022-44 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

15.c. Sales and Use Tax Exemption Direct Government Fees

2022-45 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMPTING CERTAIN FEES FROM SALES AND USE TAX

Sponsor: Dustin Zvonek, Council Member

Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Senior Assistant City Attorney

Motion by Gardner, second by Marcano to approve items 15b through 15c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

15.d. Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features

2022-46 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Mike Coffman, Mayor

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

Marshall Brown, Aurora Water General Manager, provided a summary of the item.

Mayor Coffman applauded Council for passing the ordinance. He stressed the importance of conserving water for a sustainable future.

Motion by Coffman, second by Coombs to approve item 15d.

Motion by Coffman, second by Gardner to approve the presented amendment.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Motion by Coffman, second by Coombs to approve item 15d as amended.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

16. **PLANNING MATTERS**

17. **ANNEXATIONS**

17.a. **21861 E. 26th Avenue Annexation**

R2022-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

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

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

Motion by Gardner, second by Sundberg to approve item 17a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

17.b. **Harvest Road Property Annexation Parcel A**

R2022-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL A ANNEXATION) 161.090 ACRES

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

Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

MPT Bergan asked if the public hearing would include a fiscal analysis. J. Cox explained that the fiscal analysis is not part of the annexation process. However, there is a fiscal analysis being done in the Northeast Area to amend the city's comprehensive annexation boundary.

Motion by Gardner, second by Bergan to approve item 17b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

17.c. Harvest Road Property Annexation Parcel B

R2022-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL B ANNEXATION) 147.506 ACRES

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

Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

Motion by Gardner, second by Coombs to approve item 17c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

18. RECONSIDERATIONS AND CALL UPS

19. GENERAL BUSINESS

19.a. Consideration to Appoint Five (5) Members and Reappoint Two (2) Members to the Citizens Advisory Committee for Housing and Community Development

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

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

Motion by Coombs, second by Medina to appoint Joshua Dieker, Richard Berge, Erica Ponder, Rose Armstrong, and Christopher Boyd to the Citizens Advisory Committee for Housing and Community Development.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

20. **REPORTS**

20.a. **Report by the Mayor**

Mayor Coffman thanked the International Office of Immigrant and Refugee Affairs and PROS staff for the Global Fest. He applauded the CRT Team and CIT-trained Officer Joe Valdez of District II who responded to a call regarding an individual having a mental health crisis and exhibiting threatening behavior. The team was able to connect and show compassion and empathy to the individual. The individual eventually laid down their weapon and was apprehended.

20.b. **Reports by the Council**

CM Lawson stated that the House and Senate are on recess until after Labor Day. They will reconvene in September to work on the fiscal year-end before the 2022 elections. City staff members are meeting with state delegations to build relationships and prepare for the 2023 session. Departments have submitted their proposed state and federal priorities to be presented to the FSIR Committee, then to full Council in the Fall.

CM Gardner congratulated Tina Buneta for receiving the Communications Center Director of the Year Award from the Association of Public-Safety Communications Officials (APCO). He encouraged the public to join Aurora911's team. He announced that the At-Large council members will have a Town Hall on August 25th at the Beck Recreation Center.

CM Jurinsky announced that the At-Large Town Hall will be at 6 PM at the Beck Recreation Center. She mentioned that she is working with Aurora Animal Shelter to reduce adoption fees to 50% for August. She said that the shelter can no longer accept surrendered or stray dogs until further notice due to the influx.

CM Zvonek said he met with business leaders in the Havana BID regarding retail theft and its impacts on businesses. He mentioned that APD presented a plan during the Public Safety Committee meeting to partner with businesses to identify and apprehend prolific thieves. He announced that CM Jurinsky will bring forward an ordinance to further crack down on retail theft. He encouraged the public to learn more about this ordinance during the September 8th Public Safety Committee Meeting at 8:30 AM.

CM Murillo commended the organizers of the Eco Fiesta. She announced that her Town Hall will be on Thursday at the Moorhead Recreation Center at 6 PM. There will be a virtual option.

CM Sundberg corrected the comment that the resolution on panhandling was put together in a week. He stated that G. Koumantakis and the legal department have done a lot of legal research on this matter and other cities. He also commended K. Stuart in Communications and the Graphics Art Department who created artwork for this resolution a few months ago. He announced that the Southeast Recreation Center is close to completion. He mentioned that he and CM Marcano saw the Walden 35 Housing Development, which is one of the 20 affordable housing projects underway in Aurora.

CM Medina announced that his Town Hall will be on September 7th at the Active Adult Center from 6:30 to 8 PM.

CM Marcano commended the successful Global Festival. He announced that the next Family Safety Check will be on August 27th from 11 AM to 3 PM at 12900 East Mississippi Avenue. The event will provide steering wheel locks, gun locks, prescription drug disposal bags, catalytic converter labels, and free ice cream for children while supplies last. The next Ward IV meeting will be on September 8th at the Colorado Early Colleges at 6:30 PM. The meeting will feature Erin Pilnyak and Jeff Schlanger from IntegrAssure, the city's consent decree monitor.

CM Coombs announced that DRCOG did not have its monthly meeting because they are accepting public comment on the changes to the Metro Vision Regional Transportation Plan to address the state greenhouse gas reduction goals. To know more about these changes and give public comment, the public can go to www.drcog.org. CM Coombs finished the Water Fluency Program with Water Education Colorado. She will follow up with CM Sundberg on a report on this program. The first Ward V Town Hall in August at Heather Gardens received feedback on how residents would like to see multimodal transportation. The second Ward V Town Hall at the Mission Viejo Library had a talk from Marshall Brown regarding water and the conservation ordinance. Also, there were conversations regarding state and local issues, and the upcoming rate increases in 2023. CM Coombs attended the Global Fest after the Town Hall Meeting.

Mayor Pro Tem Bergan thanked CM Sundberg for setting up the Southeast Recreation Center Tour. She is looking forward to its grand opening in early 2023. She attended the Colorado Opioid Abatement Conference last August 15th and 16th. She mentioned that she is on the Colorado Opioid Region IX Committee. Mayor Pro Tem Bergan congratulated Tina Buneta for her well-deserved award.

21. **ADJOURNMENT**

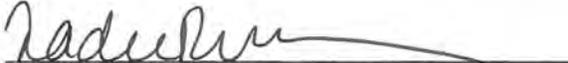
Mayor Coffman adjourned the regular meeting of the City Council.

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*



MIKE COFFMAN, MAYOR

ATTEST:


KADEE RODRIGUEZ, CITY CLERK

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Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

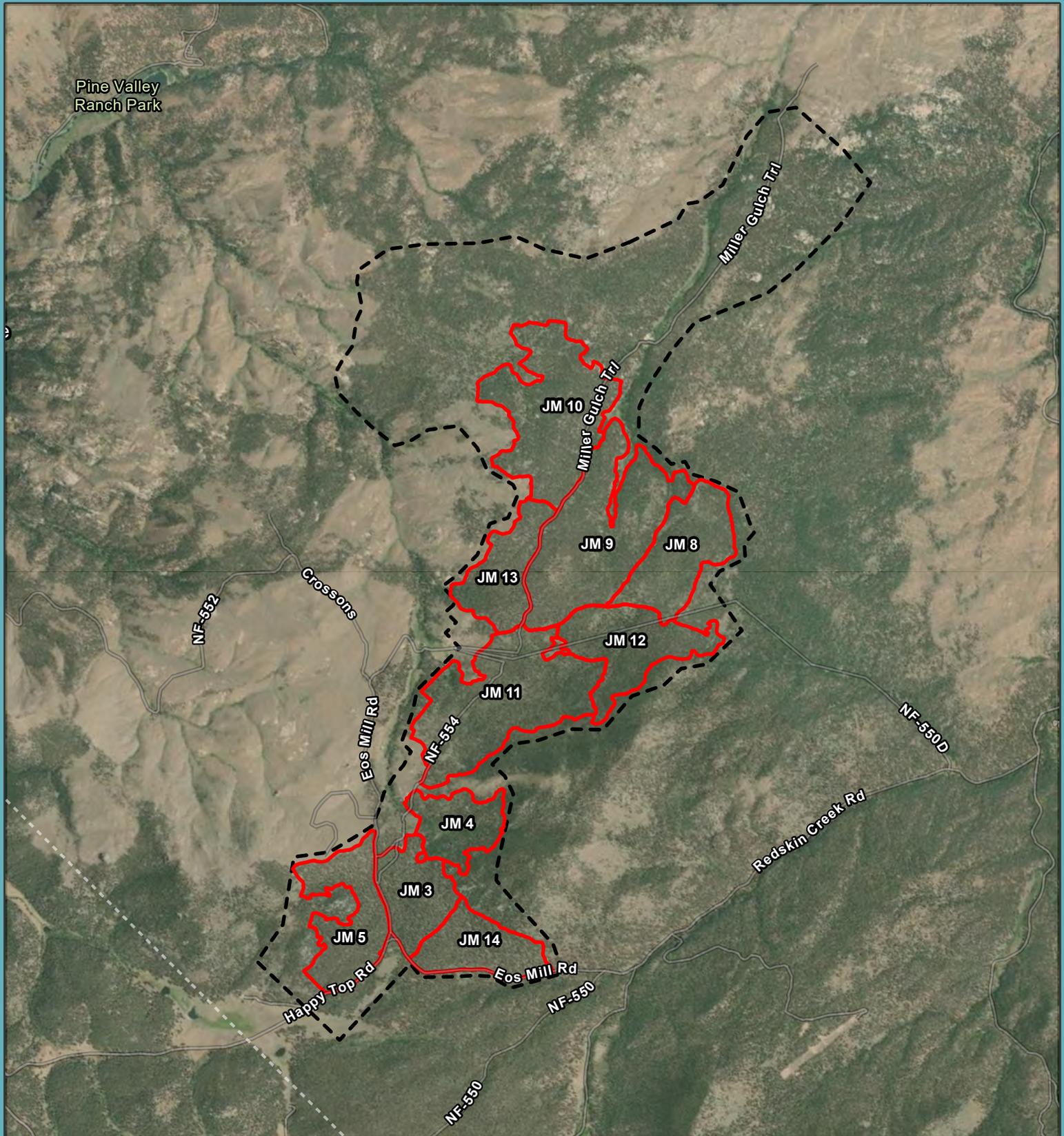
10. Stewardship West Memorandum of Understanding

Summary of Issue and Discussion: R. Vidmar gave an overview of the Memorandum of Understanding. Council Member Sundberg asked, what type of physical work is performed in that 500 acres to mitigate? R. Vidmar replied, several things are done. There are pre-removal of standing dead or what we call groupie clumpy. It's basically thinning within the forest to limit that crown movement of fire and to get the fire to go back to the ground so that it can be fought and stopped on the ground. That is the primary method being used in this area and is set up by the U.S. Forest Service.

Outcome: The Committee supports the Stewardship West Memorandum of Understanding.

Follow-Up Action: Forward to Study Session for consideration.

Pine Valley
Ranch Park



Miller Gulch Stewardship Agreement

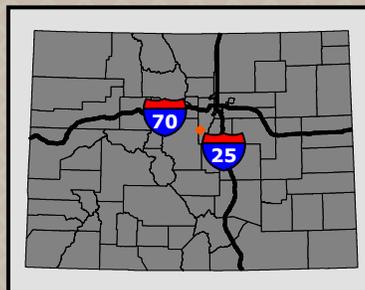
Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-579-2990
gwhitney@auroragov.org



Aurora is Worth Discovering!

September 12, 2022

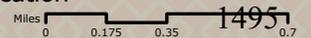


Legend

- Cutting Unit Boundary
- Timber Removal and Contract Area Boundary

Treatments

- LTM - Individual Trees
- T - Tractor Skidding Specified
- M - Mastication



DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



CITY OF AURORA

Council Agenda Commentary

Item Title: Water Lease Intergovernmental Agreement with Board of Water Works of Pueblo (Resolution)
Item Initiator: Rick Kienitz, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Stephen Cann, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.3--Pursue a water resource aquisition and delivery plan

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora supporting an Intergovernmental Water Lease Agreement between the City of Aurora and the Board of Water Works of Pueblo
Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Stephen Cann, Senior Assistant City Attorney
Estimated time: 5 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 October 19, 2022 the Water Policy Committee supported moving the Intergovernmental Water Lease Agreement between the City of Aurora and the Board of Water Works of Pueblo forward to Study Session.

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

The proposed Lease of Water is a single year lease for 9000 acre-feet of fully consumable trans-mountain water from **Board of Water Works of Pueblo Colorado ("Pueblo Water")** to be delivered in 2023. Pueblo Water will deliver the water to Aurora at either Twin Lakes Reservoir or Turquoise Reservoir. The Parties may agree upon an alternative, mutually agreed to location, however, Twin Lakes and Turquoise Reservoirs are located upstream of **Aurora's** Otero pump station and pipeline. These locations will not require the use of exchange or other more complicated delivery but enable straightforward delivery by gravity flow to the Otero pump station.

The leased water is very valuable to Aurora as an additional source of fully consumable high quality water that will **greatly assist in replenishing Aurora's storage and water reserves, which have been declining as a result of the** continuing drought in Colorado. Aurora has been offered the opportunity to lease the water before other water users, who would likely also be interested in obtaining the water. The volume of water in this lease is over and above the long term lease that Aurora has in place with Pueblo Water.

The lease costs include a one-time \$10,000 fee for the execution and administration of this lease. The cost of the water will be \$828.71 per acre-foot. **(This is the same cost as Aurora's existing long term lease for water from Pueblo Water agreed to through an IGA in 1997 and recently extended by Council earlier in 2022.)** The total cost for the one year lease of 9000 acre-feet is \$7,468,390.00

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support the APPROVAL OF A RESOLUTION supporting an Intergovernmental Water Lease Agreement between the City of Aurora and the Board of Water Works of Pueblo forward to the next Council meeting?

LEGAL COMMENTS

The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 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. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Cann)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The cost of the lease will include a one-time \$10,000 fee for the execution and administration of the lease. The cost of the water in 2023 will be \$828.71 per acre-foot. The total cost for the one time lease of 9000 acre-feet of water is \$7,468,390.00.

Funding for the one-time \$10,000.00 fee and the \$7,468,390.00 will be from the Water Fund Operating Budget. Funding for the one time lease of the 9000 acre feet of water in the amount of \$7,468,390.00 will be from a 2023 Spring Supplemental.

ORG: 52004 (Transf&OthrRequire-Water)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL WATER LEASE AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO COLORADO

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora") and the Board of Water Works of Pueblo Colorado ("Pueblo Water") have agreed to a Water Lease Agreement ("Lease Agreement") for nine thousand (9,000) acre-feet of water over the term of the Lease Agreement of January 1, 2023 to December 31, 2023; and

WHEREAS, Aurora desires to procure raw water from Pueblo Water to serve Aurora's water service customers; and

WHEREAS, Pueblo Water is willing to lease raw water to Aurora for its use for this purpose subject to the terms of the Lease Agreement; and

WHEREAS, the cost of water under the Lease Agreement shall be eight hundred twenty-eight dollars and seventy-one cents (\$828.71) per acre-foot. The Lease Agreement also provides for a \$10,000 fee to be paid by Aurora to Pueblo Water in consideration of legal and administrative costs incurred by Pueblo Water. The total payment due under the Lease Agreement will be \$7,468,390; and

WHEREAS, the water leased through the Lease Agreement is necessary for the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 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 Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Water Lease Agreement between Aurora and Pueblo Water is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

STEPHEN CANN, Senior Assistant City Attorney

Water Lease Agreement

This Water Lease Agreement (“Agreement”) is made and entered into effective as of the ___ day of _____, 2022, by and between Pueblo, a municipal corporation, acting by and through the Board of Water Works of Pueblo, Colorado (“Pueblo Water”) whose address is 319 West 4th Street, Pueblo, CO 81003, and the City of Aurora, Colorado, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“Lessee”) whose address is 15151 E. Alameda Parkway, #3600, Aurora, CO 80012.

Recitals

WHEREAS, Pueblo Water, pursuant to Section 15-2 of the Charter for the City of Pueblo, Colorado (“City Charter”), has the entire control, management and operation of the water works for the City of Pueblo (“City”) and has and exercises all powers granted to cities of the first class by the Constitution and laws of the state of Colorado, except the power to levy and collect taxes;

WHEREAS, the City Charter provides that title to the properties of the former districts now consolidated and to any property of the water works is in the City and that the Board has the power to make and execute contracts in the name of the City, institute and defend all litigation affecting its powers and duties or in relation to the water works system, and as to all other property under its management;

WHEREAS, the water use that is the subject of this Agreement is of a type not normally within any regular rate schedule fixed by Pueblo Water; and the parties mutually agree that the terms for the lease of water for the purposes hereinafter set forth should be the subject of this special Agreement;

WHEREAS, Lessee desires to procure raw water from Pueblo Water to serve its water service customers; and

WHEREAS, Pueblo Water is willing to lease raw water to Lessee for its use for this purpose subject to the terms of this Agreement; and

WHEREAS, Lessee and Pueblo Water are parties to an Intergovernmental Agreement (IGA) for the lease of water dated November 25, 1997 (“1997 Water Lease”) and the term of which ends December 31, 2023; and

WHEREAS, Lessee and Pueblo Water are parties to an IGA for the lease of water dated March 29, 2022 (“2022 Water Lease”) and the term of which begins October 1, 2024; and.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the payments to be made hereunder, the parties hereto agree as follows:

Agreement

1. **Term of Agreement.** This Agreement will be in force for a term of one (1) calendar year, commencing on January 1, 2023 and terminating on December 31, 2023.
2. **Quantity.** In accordance with the terms hereof, Pueblo Water will make available for delivery to Lessee nine thousand (9,000) acre-feet during the term of this Agreement. This is the quantity of water to be paid for and made available for delivery under this Agreement
3. **Water Quality.** The water to be delivered hereunder is raw water from the sources described in Paragraph 4 below that has not been treated to make it suitable for any particular use. Any treatment of the water delivered hereunder to make it suitable for Lessee's uses is the responsibility of Lessee.
4. **Delivery of Consumable Water.** Pueblo Water agrees to deliver to Lessee, at the Place of Delivery described in Paragraph 5, transmountain water or other water legally usable outside of the Arkansas Basin and totally consumable under Colorado law, including but not limited to, reusable return flows from transmountain water or other fully consumable water, but such sources will not include Fryngpan-Arkansas Project Water. The Lessee may fully consume and reuse the water delivered under this Agreement. Once delivered to Aurora, all rights to reuse shall belong to Aurora and Pueblo Water shall have no further reuse rights.
5. **Place of Delivery.** The Place of Delivery will be at Twin Lakes Reservoir, Turquoise Reservoir, or at such other mutually agreed location pursuant to an exchange of email or some other form of written communication by the parties.
6. **Choice of Water Source.** Pueblo Water may deliver the water from any of Pueblo Water's totally consumable water sources described in Paragraph 4 above.
7. **Approval to Utilize Water.** Lessee will use the water leased pursuant to this Agreement to serve its water service customers. Lessee will be responsible for compliance with all applicable laws. If Lessee requires approvals from administrative or judicial authorities to use the water to be delivered under this Agreement, then Pueblo Water will cooperate with Lessee to provide information regarding Pueblo Water's water rights that may be needed to obtain approval of Lessee's water use. However, all costs of any such approvals will be borne by Lessee. Lessee will not file an application with any administrative or judicial authorities that includes a change to any of Pueblo Water's water rights without the express written consent of Pueblo Water, which consent is in the sole discretion of Pueblo Water.
8. **Transportation and Evaporation Losses.** The quantity of water to be delivered hereunder will be measured as it is delivered to Lessee at the Place of Delivery. Any transportation and evaporation losses that occur after the delivery will be borne by the Lessee.
9. **Notice of Delivery.** Lessee must notify Pueblo Water's Water Resources Division by an exchange of emails or some other form of written communication by the parties at least one (1) business day in advance of when any requested delivery of water is to commence. The notice of

delivery must be consistent with the schedule of deliveries attached as Exhibit A unless the parties mutually agree to alternative months and locations of deliveries.

10. Price Per Acre Foot. In consideration of the water leased under this Agreement, Lessee agrees to pay Pueblo Water each Contract Year of this Agreement a charge of Eight Hundred Twenty-Eight Dollars and Seventy-One Cents (\$828.71) per acre-foot of water for the quantity of water identified in Paragraph 2. The parties agree that the water leased hereunder is on a “take or pay” basis. Accordingly, Lessee must pay in advance the charge for all water leased under Paragraph 2, whether or not said quantities of water are taken by Lessee or are required for use by Lessee. Likewise, Pueblo Water agrees to make the water available for delivery pursuant to Paragraph 2 for the term of this Agreement. The failure of Lessee to take delivery, during the term of this Agreement, of the quantity of water contracted for and required to be paid for does not entitle Lessee to the delivery of additional quantities of water under the 1997 Water Lease or the 2022 Water Lease nor is Lessee is entitled to a refund of any sums paid. However, if Pueblo Water is unable to make the deliveries of water to Lessee as specified in this Agreement for any of the reasons stated in Paragraphs 12 through 15, then Lessee’s payment will be reduced or refunded in proportion to any reduction of deliveries by Pueblo Water.

11. Payments. Upon execution and delivery of this Agreement to Pueblo Water, Lessee must pay to Pueblo Water a non-refundable fee of Ten Thousand Dollars (\$10,000.00) in consideration of legal and administrative costs incurred by Pueblo Water for this Agreement and an amount equal to the quantity of water described in Paragraph 2 multiplied by the per acre-foot charge described in Paragraph 10 (9,000 acre-feet x \$828.71 per acre-foot = Seven Million Four Hundred Fifty-Eight Thousand Three Hundred Ninety Dollars (\$7,458,390.00)).

12. Pueblo City Charter Provision. This Agreement involves the use of water outside the territorial limits of the City (“extraterritorial”) and is specifically limited by the provisions of the City Charter governing such use. The City Charter provides, among other things, that: “The Board of Water Works shall have and exercise all powers which are granted to cities of the first class by the Constitution and Laws of the State of Colorado, except the power to levy and collect taxes directly or indirectly. Surplus water may be supplied to territories outside the City until same is needed by the inhabitants of the City.”

13. Determination of Water Availability by Pueblo Water. Pueblo Water has determined that the welfare of the City requires a stable water supply for water users inside the City and, to a reasonable degree, for the extraterritorial customers of Pueblo Water putting to beneficial use Pueblo Water’s surplus water. Therefore, the extent to which limitation of extraterritorial water use or delivery may be necessary to enable Pueblo Water to provide adequately for users inside the City is a fact to be determined by Pueblo Water in the exercise of its reasonable discretion from time to time as occasion may require. In the exercise of this discretion Pueblo Water may, from time to time, establish priorities for limitation of extraterritorial water uses or deliveries.

14. Interruption of Water Supply. While it is the purpose of Pueblo Water to maintain a water supply adequate to meet the current and future needs of the inhabitants of the City and to lease surplus water supplies to its extraterritorial contract customers, there are many elements that make it uncertain whether the water supply can always be adequate for all. Both parties to this

Agreement recognize that the water supply for Pueblo Water and its water customers is dependent upon sources from which the supply is variable in quantity and beyond the control of Pueblo Water. The parties further agree that from time to time emergency or shortage situations may arise where there is a necessity to limit the use of or delivery of water to extraterritorial contract customers of Pueblo Water.

15. No Liability for Interruption of Supply. The Lessee agrees that no liability in tort or contract attaches to Pueblo Water hereunder on account of (a) any failure to correctly anticipate availability of water supply or because of an actual failure to supply water due to inadequate physical water supply or inadequate storage, (b) the necessity for adopting and implementing water use or delivery restrictions or priorities to meet emergency conditions or shortage or (c) any other cause arising from an occurrence beyond the reasonable control of Pueblo Water, including, but not limited to, act of God, strike, war, insurrection, public health emergency, or inability to serve arising out of the order of any court, or the lawful order of any governmental entity clothed with authority to regulate matters pertaining to water, public utilities, public health, public safety, or pollution control.

16. Not a Permanent Supply. The parties understand and agree that this Agreement is not to be interpreted as any commitment on the part of Pueblo Water to furnish water to Lessee on a permanent basis, but rather to provide Lessee with water from Pueblo Water for the temporary period of the term of this Agreement.

17. Sales Tax or Other Taxes. In the event any sales tax or other tax is levied on the water leased under this Agreement, Lessee agrees to pay said tax. Lessee may, however, contest the imposition of any such tax at its own expense, and the requirement of such payment under this Agreement is without prejudice to Lessee's right to contest any attempted imposition of tax.

18. Assignability; Sublease. This Agreement may not be assigned or subleased without prior written approval by Pueblo Water, which approval is in the sole discretion of Pueblo Water.

19. Waiver. Failure of either party hereto to exercise any right hereunder is not a waiver of such party's right and does not affect the right of said party to exercise at some future time said right or rights or any other right it may have hereunder. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.

20. No Exclusive Right or Privilege. Nothing in this Agreement is to be construed as a grant by Pueblo Water of any exclusive right or privilege.

21. Title to Water Rights. Nothing herein is to be interpreted to give Lessee any legal or equitable title in or to any of Pueblo Water's water rights.

22. Notices. Unless otherwise expressly provided in this Agreement, each notice must be in writing and sent by first class mail, postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice will be deemed to have been given at the time it is deposited in the United States mail in the manner prescribed herein. Nothing contained herein is to be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. All notices required to be given to Pueblo Water hereunder must be delivered to:

Board of Water Works of Pueblo, Colorado
Attention: Executive Director
Hand Delivery:
319 West 4th Street
Pueblo, CO 81003
E-mail: sclayton@pueblowater.org

Mail:
P.O. Box 400
Pueblo, CO 81002-0400

or at such other address as Pueblo Water may direct by written notice. All notices required to be given to Lessee hereunder must be delivered to:

City of Aurora
Attention: General Manager, Aurora Water
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
E-mail: mbrown@auroragov.org

or at such other address as Lessee may direct by written notice.

23. Remedies. In the event that either party defaults in the performance of any of its obligations under this Agreement, in addition to any and all other remedies provided in this Agreement or by law or equity, each party will have the right of specific performance against the other. Each party agrees to personal jurisdiction in any action brought in any court within the County of Pueblo, State of Colorado, having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in the County of Pueblo, State of Colorado.

24. Default, Right to Cure. In the event that either party believes that the other is in default of any obligation under this Agreement, except as provided below in this paragraph, the non-defaulting party must give written notice of the default to the defaulting party. Such notice will be given by certified or registered mail, postage prepaid and return receipt requested. If a notice of default is provided, the party accused of the default must either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within thirty (30) days, the parties may resort to their remedies. In the event of default for failure to pay any amount required to be paid by Lessee pursuant to the terms of this Agreement, Pueblo Water is not required to deliver water and notice of default is not required. Pueblo Water may, at its sole option, provide notice and a ten (10) day cure period. However, Pueblo Water will not be required to deliver water until the entire amount owed is paid by Lessee.

25. Right to Enter Agreement. Each party hereby warrants and represents that it has the full right and lawful authority to enter into this Agreement.

26. Governing Law. This Agreement will be governed by the laws of the State of Colorado in all respects.

27. Entire Agreement, Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described in it and supersedes all prior contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement is binding unless executed in writing by all parties.

28. Captions and Headings. The captions and headings in this Agreement are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

29. Construction Against the Drafter. In the event of an ambiguity in this Agreement, the rule of construction that ambiguities will be construed against the drafter is inapplicable, and the parties hereto are to be treated as equals and no party will be treated with favor or disfavor.

30. Third Party Beneficiaries. Other than any successor or assigns of the parties, enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties, and not to any third party. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

31. Governmental Immunity. No term or condition of this Agreement is to be construed or interpreted as a waiver, express or implied, by Pueblo Water or Lessee of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as applicable now or hereafter amended.

32. 1997 Water Lease and 2022 Water Lease. This Agreement is for the lease of water in addition to the amounts leased under the 1997 Water Lease and the 2022 Water Lease. This Agreement does not alter either parties' rights or obligations under the 1997 Water Lease and the 2022 Water Lease.

33. Sole Obligation of Aurora's Utility Enterprise.

33.1. This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and Ordinances of the City of Aurora.

33.2. In the event of a default of Aurora's Utility Enterprise of any of its obligations under this Agreement, Sellers shall have no recourse for any amount owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees, or charges for the services furnished by, or the direct or indirect use, of the water system and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operations and maintenance expenses of the Water System and all debt service and reserve requirements of any bond, notes or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund.

Notwithstanding any language herein to the contrary, nothing in this Agreement shall be considered as creating a lien upon the revenues of the Utility Enterprise or the City of Aurora.

IN WITNESS WHEREOF, Pueblo Water and Lessee have caused these presents to be executed in their respective behalf by their proper officers.

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:



Stephen Cann
Sr. Assistant City Attorney

Oct 3, 2022
Date

22030181
ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

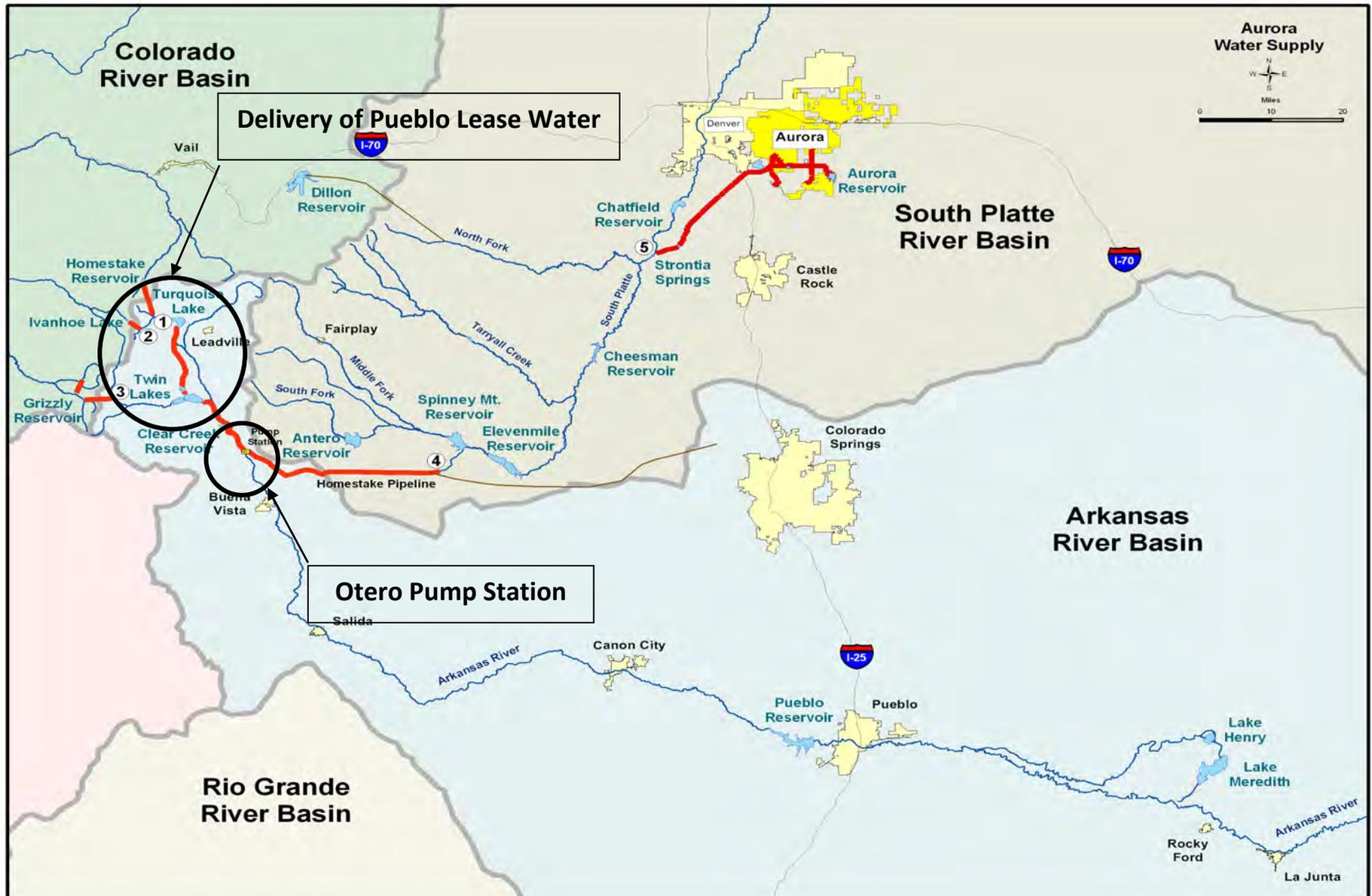
(Seal)

Exhibit A

Water Lease Delivery Schedule

Month	Quantity (AF)	Location
Jan-23	1500	Twin Lakes
Feb-23	1500	Twin Lakes
Mar-23	1500	Twin Lakes
Apr-23	1500	Twin Lakes
May-23	1000	Turquoise
Jun-23	0	
Jul-23	0	
Aug-23	0	
Sep-23	0	
Oct-23	0	
Nov-23	1000	Turquoise
Dec-23	1000	Turquoise

Aurora System Map



Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

12. Intergovernmental (IGA) Water Lease Agreement with the Board of Water Works of Pueblo

Summary of Issue and Discussion: A. Davis gave an overview of the IGA. Council Member Sundberg asked, what is the value for this water in your opinion? A. Davis replied, It's expensive, but we think it's worth it because it's that high mountain pristine water and it's fully consumable. It's the same price that we are paying in our long term lease with Pueblo.

Outcome: The Committee supports the IGA Water Lease Agreement with the Board of Water Works of Pueblo.

Follow-Up Action: Forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution to Create an Ad Hoc Citizen’s Charter Review Task Force
Item Initiator: Alison Coombs, Council Member
Staff Source/Legal Source: Council Member Alison Coombs / Dave Lathers, Senior Assistant Attorney / George Koumantakis Manager of Client Services
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: 11/7/2022

Regular Meeting: n/a

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Sponsor: Alison Coombs, Council Member
Dave Lathers, Senior Assistant City Attorney / George Koumantakis, Manager of Client Services
Estimated Time: 15 minutes

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Charter Review Ad Hoc Policy Committee

Policy Committee Date: n/a

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

Consideration of a citizen task force to monitor changes to and updates needed in the City Charter to present to the Council. The task force will be time-limited to 4 months and will meet during the same period that the council ad hoc charter committee is meeting. Each council member and the Mayor will appoint one member.

QUESTIONS FOR COUNCIL

Does Council wish to move this resolution forward to the next regular council meeting?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property...(Article 3-9, City Charter) (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

RESOLUTION NO. R2022- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING CITY COUNCIL'S DIRECTION TO THE CITY MANAGER TO HAVE APPROPRIATE CITY STAFF CREATE AN AD HOC CITIZEN'S CHARTER REVIEW TASK FORCE, EXISTING FOR FOUR MONTHS, WITH THE PURPOSE OF THE TASK FORCE BEING DETERMINING WHETHER ANY PROPOSED CHANGES TO THE CITY CHARTER SHOULD BE RECOMMENDED TO THE AD HOC CHARTER REVIEW COMMITTEE OF CITY COUNCIL AND TO REVIEW AND PROVIDE FEEDBACK, IN A WRITTEN REPORT, TO THE AD HOC CHARTER REVIEW COMMITTEE OF CITY COUNCIL ON ANY PROPOSED CHARTER AMENDMENTS RECOMMENDED BY THAT TASK FORCE

WHEREAS, a review of the Aurora City Charter has not occurred since 2008, and

WHEREAS, the Aurora City Charter has many provisions which have not been reviewed since 1961, and

WHEREAS, a review of the City Charter to assure Aurora's self-governance is fully serving the needs of the residents of Aurora is a matter of sound policy:

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

Section 1. The Aurora City Council resolves as follows:

That the City Manager or his designee shall create and provide administrative support to an Ad Hoc Citizen's Charter Review Task Force to be constituted of eleven members who are residents of the City with one member appointed by each member of City Council, including the Mayor, to serve for four months, to meet as many times as shall be determined necessary by the Task Force, to research and provide written recommendations to the Ad Hoc Charter Review Committee of City Council on potential amendments to the City Charter to better serve the needs of the City's residents and to review and comment, in writing, on any proposed amendments to the City Charter put forward by the Ad Hoc Charter Review Committee of City Council. The Ad Hoc Citizen's Charter Review Task Force shall nominate and elect their own officers and shall set their own rules of order and procedure and shall comply with all provisions of the Colorado Open Meeting law set forth in Section 24-6-402, C.R.S.

Section 2. This Resolution shall take effect immediately without reconsideration.

Section 3. All resolutions in conflict with this Resolution are hereby repealed only to the extent of such conflict.

RESOLVED AND PASSED this ____ day of _____ 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers ^{JK}

DAVID LATHERS, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution to Dedicate the City Council Chambers in the name of former Mayor Paul Tauer, Sr.
Item Initiator: Council Member Curtis Gardner
Staff Source/Legal Source: Council Member Curtis Gardner/ Sr. Assistant City Attorney Dave Lathers
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: 10/17/2022

Regular Meeting: 10/24/2022 .

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE "AURORA CITY COUNCIL CHAMBERS" TO THE "PAUL TAUER AURORA CITY COUNCIL CHAMBERS" AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY IN THE CHAMBERS AS WELL AS CHANGING CITY SIGNAGE AND DOCUMENTS TO REFLECT THE NEW DESIGNATION OF THE CHAMBERS. THIS RESOLUTION SUPERSEDES RESOLUTION R93-37 PERTAINING TO NAMING OF CITY PARKS AND BUILDINGS, BUT IN THIS INSTANCE ONLY

Sponsor: Curtis Gardner, Council Member
Dave Lathers, Senior Assistant City Attorney
Estimated time: 15 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 matter is being brought directly to Study Session by Council Member Gardner.

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

Former Mayor and longtime Council Member Paul Tauer Sr. has passed away. Given his long and distinguished service to the City through service on the City Council, through the educational system, and through philanthropic endeavors, consideration of acknowledgment of his service to his community through a dedication of the City Council Chambers in his name is put forth.

QUESTIONS FOR COUNCIL

Does Council wish to support and move forward this Resolution to the next Regular meeting of City Council?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property...(Article 3-9, City Charter) (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The cost of a dedication plaque which should be negligible.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE “AURORA CITY COUNCIL CHAMBERS” TO THE “PAUL TAUER AURORA CITY COUNCIL CHAMBERS” AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY IN THE CHAMBERS AS WELL AS CHANGING CITY SIGNAGE AND DOCUMENTS TO REFLECT THE NEW DESIGNATION OF THE CHAMBERS. THIS RESOLUTION SUPERSEDES RESOLUTION R93-37 PERTAINING TO NAMING OF CITY PARKS AND BUILDINGS, BUT IN THIS INSTANCE ONLY.

WHEREAS, Paul Tauer was a proud alumnus of our regional schools of Regis University and the University of Northern Colorado, and

WHEREAS, Paul Tauer served his community, state, and country through four years of service in the United States Air Force, and

WHEREAS, Paul Tauer served his community by dedicating 31 years to educating our youth in the public-school system, and

WHEREAS, Paul Tauer served the City of Aurora as a two-term City Council Member from 1979 through 1987, and

WHEREAS, Paul Tauer served the City of Aurora as a four-term Mayor from 1987 through 2003 during which time he oversaw and substantially contributed to: the development of E-470; the transition from the old Stapleton Airport to Denver International Airport; the inception of the regional light rail system and its inclusion of the City of Aurora; the construction and opening of the Aurora Municipal Building; and the transition of the Fitzsimmons Army Medical Center to the premier health care center in the region, and

WHEREAS, Paul Tauer, along with his wife Kate Tauer received the 2004 National Excellence in parenting Award from the National Parents Day Council, and

WHEREAS, Paul Tauer, along with his wife Kate Tauer demonstrated their ongoing commitment to their community and to the education of our youth through the creation of the Kate and Paul Tauer Scholarship:

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

Section 1. The Aurora City Council resolves as follows:

That the official name of the Aurora City Council Chambers shall be changed to the Paul Tauer Aurora City Council Chambers in recognition of Paul Tauer’s extraordinary service to the City of Aurora and surrounding community and that the City Manager shall, expeditiously,

arrange for production and display of an appropriate dedication plaque to be displayed in the vestibule of the chambers and that all City signage and documents referencing the chamber shall be altered to reflect the new name of the chambers.

Section 2. This Resolution shall take effect immediately without reconsideration.

Section 3. All Resolutions in conflict with this Resolution including but not limited to R93-37, are hereby repealed only to the extent of such conflict.

RESOLVED AND PASSED this _____ day of _____ 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers JK

DAVID LATHERS, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Rules of Order and Procedure: Backup Material For Council Member Sponsored Items (Resolution)
Item Initiator: Danielle Jurinsky, Council Member
Staff Source/Legal Source: Daniel L. Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING BACKUP MATERIAL FOR COUNCIL MEMBER SPONSORED ITEMS

Sponsored: Danielle Jurinsky, Council Member

Estimated time: 15 mins

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

- | | |
|--|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration | |
| Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

This proposal by Council Member Jurinsky would amend the City Council Rules of Order and Procedure to add a requirement for coordination with the sponsoring Council Member of backup material to be included with any item added to an agenda at the request of a Council Member.

QUESTIONS FOR COUNCIL

Does Council wish to support this resolution?

LEGAL COMMENTS

Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to “prescribe rules of procedure to govern meetings. A City Council member may place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Rules of Order and Procedure for the Aurora City Council, B.2.) (Bajorek)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING BACKUP MATERIAL FOR COUNCIL MEMBER SPONSORED ITEMS

WHEREAS, the Aurora City Council believes the election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to “prescribe rules of procedure to govern meetings”; and

WHEREAS, the Aurora City Council wants the Rules of Order and Procedure for the Aurora, Colorado, City Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office and the four core attributes expected to be demonstrated by every City elected official, officer, and employee: integrity, respect, professionalism, and customer service;

WHEREAS, the Aurora City Council desires to make certain administrative changes to the Rules of Order and Procedure

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO THAT THE COUNCIL RULES SHALL BE AMENDED AS FOLLOWS:

Section 1. The Aurora City Council amends the Rules of Order and Procedure for the Aurora, Colorado City Council to amend B(2), to read as follows:

B. The Agenda – Study Sessions, Regular Meetings, & Special Meetings

2. Authority to Place Items on Agenda.

- a. Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item.
- b. Backup materials shall be submitted for item in accordance with a schedule to be developed by the City Clerk. The backup materials must be submitted in sufficient time to allow the City Manager to prepare a summary of the item, a history and a fiscal analysis. (Refer to Ord. No. 2022-52 pending codification at ACC Sec. 2-597). The City Attorney shall provide a legal statement for each item. **When an**

item is included on an agenda at the request of a Council Member, backup material to be presented by staff as part of the item shall be coordinated with that Council Member. An estimated time for presentation shall be given. A request for outside speakers shall also be made.

- c. A Council Member may request a matter brought forward by the City Manager, City Attorney, Chief Public Defender, Presiding Judge, or Court Administrator be sponsored by a Council Member. Prior to the matter being discussed, the sponsorship issue shall be resolved by a majority of those Council Members entitled to vote at that meeting.

Section 2. The Mayor and City Clerk are hereby authorized to execute 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 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Jack D. Bajorek

JACK BAJOREK, Deputy City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution to Establish a Fitzsimons Innovation Community Subcommittee to Update the Master Plan and GDP
Item Initiator: Dustin Zvonek, Council Member
Staff Source/Legal Source: Brian Rulla, Assistant City Attorney / Rachel Allen, Client Services Manager, City Attorney
Outside Speaker: n/a
Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: n/a

ITEM DETAILS:

Sponsor: Dustin Zvonek, Council Member
Brian Rulla, Assistant City Attorney / Rachel Allen, Client Services Manager, City Attorney
Estimated time: 15 minutes

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: n/a

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> 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.)*

The FIC Master Plan and GDP Update Subcommittee will meet at least monthly in order to drive a collaborative process during Q4 of 2022 and early Q1 2023 to review and update FIC master plan, including the infrastructure and mobility plan. The Subcommittee will aim to present an updated plan for review with the full FIC Board by the end of Q1 2023.

QUESTIONS FOR COUNCIL

Does Council wish to approve?

LEGAL COMMENTS

Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to “prescribe rules of procedure to govern meetings. A City Council member may place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Rules of Order and Procedure for the Aurora City Council, B.2.) (Bajorek)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: to be determined

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Resolution to Establish a Fitzsimons Innovation Community Subcommittee to Update the Master Plan and GDP
Item Initiator: Dustin Zvonek, Council Member
Staff Source/Legal Source: Dan Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney
Outside Speaker: n/a
Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

- There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- The delay will result in an adverse financial impact to the city
- The item is related to a disaster and must be addressed before the next available meeting
- Council Member Dustin Zvonek request

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 11/7/2022

Regular Meeting: n/a

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Council Member Zvonek had to wait until the FIC Board approved the new subcommittee, and the work needs to begin right away.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Daniel Brotzman on behalf of CM Zvonek

Agenda Item Initiator Name

Daniel L Brotzman

Agenda Item Initiator Signature

11/1/2022

Date

Jason P. Batchelor

Late Submission Approver Name (Deputy City Manager)

Jason P Batchelor

Late Submission Approver Signature

11/01/22

Date

RESOLUTION

Overview:

Establish a Fitzsimons Innovation Community Subcommittee to update the Master Plan (MP) and GDP.

Objective:

The FIC Master Plan and GDP Update Subcommittee will meet at least monthly in order to drive a collaborative process during Q4 of 2022 and early Q1 2023 to review and update FIC master plan, including the infrastructure and mobility plan. The Subcommittee will aim to present an updated plan for review with the full FIC Board by the end of Q1 2023.

Structure:

The subcommittee should consist of 5 members to be inclusive of stakeholders involved and limited enough to keep it focused. FIC members of the subcommittee will consist of board members only and be staffed by the Aurora City Deputy City Manager, Laura Perry, and the Planning Director for the City of Aurora.

Suggested Initial step for Subcommittee:

1. Begin with review of FRA Real Estate Committee report (2019) delivered by Buzz Koelbel, Randy Nichols and Mike Komppa. Review current Civitas Plan, Tryba plan.
2. Develop a plan that includes the necessary steps and timeline to update current masterplan
3. Define and Convene Stakeholders to engage throughout the process updating the MP
 - a. Property Owners – FRA, Aimco, AIR, UCH, City/AURA, APS, Childrens
 - b. FRA Board
 - c. Aurora Interdepartmental and consultant working group (Development Services, Public Works))
4. Infrastructure Plan (PIP amendments)
 - a. Define and amend road (including signalization & roundabouts), drainage, utility and open space networks and responsibilities for installation and maintenance
 - b. Ongoing engineering and development impacts to Montview, Bioscience 4, UCH parking lot and associated infrastructure (Bioscience 4 presently cannot proceed until TIA is submitted and reviewed as per PW)
 - c. Traffic Impact Analysis request ongoing since 2019 (FRA?)

Designate consultant team to amend all master plan documents, utility, traffic, drainage, parks & open space (Matrix, Kimley-Horn, Mortenson & Civitas)

5. Mobility Plan-- To **look at the practical implementation of a coordinated parking and transportation strategy and weave together** strategies for North and South of Montview, recommended for further study by the existing CU plan (2012), and FRA plan (2016).

a. Hire consultant to develop multimodal mobility plan in keeping with master plan and infrastructure plan.

b. The Plan would examine and recommend a district parking strategy, options to incentive transit ridership and shuttle service to stations, locate bike and scooter shared mobility stations and study sidewalk and bike facilities, study street sidewalk and bike facilities and provide recommendations. 6. Implementation

a. Design Review Board Guideline amendment

b. Aurora Planning and City Council Approval

RESOLUTION NO. R2022- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPOINTING MEMBERS TO THE FITZSIMONS INNOVATION COMMUNITY MASTER
PLAN AND GENERAL DEVELOPMENT PLAN SUBCOMMITTEE

WHEREAS, the Fitzsimons Innovation Community (the “FIC”) sits on the site of the former Fitzsimons Army Hospital in the City of Aurora (the “City”) and is a sprawling campus of leading-edge laboratory workspace; and

WHEREAS, the FIC is currently home to 80 companies and features 427,000 square feet of working laboratory and office space where innovative health and life sciences companies of all sizes take their research to the next level to cure diseases, save lives, and improve care; and

WHEREAS, development on the FIC has been pursuant to a Master Plan that was initially developed in the late 1990’s and the succeeding General Development Plan has been amended numerous times over the subsequent years; and

WHEREAS, the economic development opportunities and the infrastructure needs of the FIC have evolved significantly since those plans were first developed; and

WHEREAS, the Fitzsimons Innovation Community Board of Directors has established a subcommittee (the “FIC Master Plan and GDP Update Subcommittee”) for the purposes of reviewing and updating the vision for the FIC to reflect today's realities and tomorrow's opportunities and to incorporate that updated vision into an updated Fitzsimons Innovation Community Master Plan and General Development Plan; and

WHEREAS, the updated vision and these updated plans should include an update of water, transportation and other infrastructure needs, and include the development of a mobility plan for the FIC; and

WHEREAS, the FIC Master Plan and GDP Update Subcommittee will consist of members of the Fitzsimons Innovation Community Board of Directors and will require support from City staff; and

WHEREAS, the process of updating the vision and these plans should not interfere with or hold up the development review process for projects that are submitted prior to completion of these updates; and

WHEREAS, pursuant to City Charter, Sec 7-4(b) and (c), the City Manager has the power and duty to, “appoint, suspend, transfer and remove all employees of the city” and “make appointments on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform.”

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

Section 1. The City Manager assign Senior City Management and Senior Planning Department staff to support the FIC Master Plan and GDP Update Subcommittee.

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

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Standards for Other Types of Signs
Item Initiator: Dustin Zvonek, City Council Member
Staff Source/Legal Source: Brandon Cammarata, Planning Manager/ George Koumantakis, Manager of Client Services
Outside Speaker: N/A
Council Goal: 2012: 5.1--Support an environment conducive to business development and expansion

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

FOR AN ORDINANCE AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO STANDARDS FOR OTHER TYPES OF SIGNS

Brandon Cammarata, Planning Manager / George Koumantakis, Manager of Client Services, City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 10/26/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 Planning and Zoning Commission heard this request in a public hearing on October 26, 2022, and voted unanimously (7-0) to recommend approval to City Council. This proposal was recommended to proceed by the PED committee on October 12, 2022. The PED and Planning Commission Minutes and Meeting Summary are attached (see Exhibit C).

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

This proposed Unified Development Ordinance (UDO) amendment relates to pennant and streamer signs. A pennant is defined in the UDO as "Any lightweight material, whether or not containing a message of any kind, suspended from a rope, wire, string or other contrivance usually in a series, designed to move in the wind" and is permitted in all zone districts. The proposed amendment would modify UDO Section 146-4.10.6, Table 4.10-2, and eliminate the required permit and 30-day time limitation. This change does not impact other existing temporary sign provisions. The elimination of the permit and fee will have a negligible impact on city revenues.

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance text amendments to the Unified Development Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by its Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property. The City Council has the authority pursuant to its police power to regulate the use and occupancy of land and structures. (City Charter § 3-9.) A home rule city's authority to adopt and implement zoning policies is governed and limited by its own charter and ordinances. (City of Colorado Springs v. Securcare Self Storage, Inc. 10 P.3d 1244 (Colo. 2000)).

An application for an amendment to the text of this UDO or a legislative rezoning of a large area shall only be recommended if the Planning Director and the Planning and Zoning Commission find that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met. i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (City Code § 146-5.4.1.C.3.B) (Money)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Historically, very few permits have been requested on an annual basis. In the last 12 months less the \$200 in permit fees have been collected for the pennant sign permit.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Permit fees proposed to be eliminated are less than \$150 per permit.

City of Aurora Planning Commission Case Report

Project Title: UDO Text Amendment Pertaining to Pennant and Streamer Signs
Date: October 26, 2022
Development Application Number: DA-2163-11
Case Number: 2018-1006-11
Case Manager: Brandon Cammarata

Project Summary:

This proposed Unified Development Ordinance (UDO) amendment relates to pennant and streamer signs. A pennant is defined in the UDO as *“Any lightweight material, whether or not containing a message of any kind, suspended from a rope, wire, string or other contrivance usually in a series, designed to move in the wind”* and is permitted in all zone districts. The proposed amendment would modify UDO Section 146-4.10.6, Table 4.10-2, and eliminate the required permit and 30-day time limitation. This change does not impact other existing temporary sign provisions. The elimination of the permit and fee will have a negligible impact on city revenues.



Figure 1 Example of Pennant Signs

This proposal has been initiated by Council Member Zvonec and has been discussed at the City Council Subcommittee, Planning and Economic Development (PED), on October 12, 2022.

Request:

Make a text change to the UDO to eliminate time limitations and permit requirements for Pennant and Streamer signs.

Public Comments:

No public comments were received. Council Member Zvonec presented the topic and proposed ordinance at the October 12, 2022 Planning and Economic Development (PED) City Council Subcommittee.

Additional Information:

- Allowance and Detail
- Aurora Places, Comprehensive Plan

Allowance and Detail.

Staff evaluated the impact on revenue with this proposal and has determined permits for this type of “sign” are infrequent; therefore, there will be a minimal impact on revenues. Only one permit request was identified in the last twelve months resulting in a \$134 permit fee.

The proposal references UDO Section 146-4.10.15, which identifies standards regarding signage location. In addition, UDO Section 4.11.1.E requires signs to be maintained in good condition.

Aurora Places, Comprehensive Plan

The increased allowance for pennants and streamers is a reasonable accommodation supporting businesses and an authentic Aurora, with sufficient assurances relating to the maintenance of said features.

Summary of Staff Recommendation:

Staff recommends approval of the text amendment.

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on October 13, 2022.

Community Referrals:

Because the text amendment affects the entire city, no specific community referrals were made.
Conformance with Code Criteria Section 146-5.4.1.C.3.b, Approval Criteria for Text Amendments

Conformance with Code Criteria:

1. *Ordinance Text Amendments, UDO Section 146-5.4.1.C.b*

The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

Exhibits:

Exhibit A Proposed UDO Text Amendment

Staff Recommendation:

Agenda Item 7a: Unified Development Ordinance Text Amendment Pertaining to Pennant and Streamer Signs

Recommend approval to City Council the Unified Development Ordinance Text Amendment pertaining to Pennant and Streamer signs because the amendment complies with Code Criteria Section 146-5.4.1.C.3.b, of the Unified Development Ordinance for the following reasons:

- The change to the Ordinance text is supported by Aurora Places the city's comprehensive plan; and
- Will not create a material risk to the health safety and welfare.

ORDINANCE NO. 2022-_____

A BILL

FOR AN ORDINANCE AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO STANDARDS FOR OTHER TYPES OF SIGNS

WHEREAS, the City of Aurora, Colorado (City), is a home rule municipality, organized and existing under and by Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City Council (Council) has the power to make and publish from time to time ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city; and

WHEREAS, the City has received several requests to remove the requirements for pennants, streamers, or similar decorative device. However, currently there are limits on those types of signs in the City, and the Council no longer wishes to limit their use within the City; and

WHEREAS, the Council finds it necessary and proper to remove the requirement of a permit for pennants, streamers, or similar decorative device; and

WHEREAS, the Council believes it is necessary and proper to remove the 30-day limitation of consecutive days pennants, streamers, or similar decorative device may be hung in the City.

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

Section 1. Section 146-4.6, Table 4.10-2, of the City Code of the City of Aurora, Colorado, is hereby amended by changing the Description and Standard(s) to remove the limit on the consecutive days per year for Other Types of Signs and to remove the permit requirement, which shall read as follows:

Table 4.10-2 Standards for Other Types of Signs				
Sign Type	Description and Standard(s)	Size and Quantity	Permit Required?	Zone Districts Permitted
Pennants, streamers, or similar decorative device	30 consecutive days per year Refer to Section 146-4.10.15	n/a	No Yes	All zone districts

Section 2. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such

conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 3. 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.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

GEORGE KOUMANTAKIS, Manager of Client Services

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING

MINUTES

Date: October 12, 2022

Time: 8:30 am

Members Present Chair: Councilmember Danielle Jurinsky, Vice Chair: Councilmember Dustin Zvonek, Councilmember Angela Lawson

Others Present Councilmember Steve Sundberg
 Adrian Botham, Andrea Barnes, Becky Hogan, Blake Fulenwider, Brad Pierce, Brandon Cammarata, Brian Rulla, Cathy DeWolf, Chance H., Cindy Colip, Crystal Vigil, Daniel Brotzman, Daniel Money, David Schoonmaker, Debbie Bickmire, Elena Vasconez, Gayle Jetchick, Jacob Cox, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jose Rodriguez, Jose Rodriguez, Julie Patterson, Kim Kreimeyer, Laura Perry, Leah Ramsey, Marcia McGilley, Marisa Noble, Melissa Rogers, Michelle Gardner, Morgan Cullen, Rachel Allen, Sarah Young, Scott Berg, Stephen Gubrud, Victor Rachael, Yuriy Gorlov

1. CALL TO ORDER

2. APPROVAL OF SEPTEMBER 7, 2022, DRAFT MINUTES–COUNCIL MEMBER JURINSKY

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.a. Small Business Program/Event Update- Small Business Development Center

Summary of Issue and Discussion:

Marcia McGilley, SBDC Executive Director

Marcia McGilley presented this item. The Small Business Development Center (SBDC) provides free and confidential appointments for one-on-one business consulting in both English and Spanish, educational webinars, events, and resource referrals. From January through September 2022, 36 jobs were created, 25 were retained, \$2.3 million was raised for businesses, there was a \$4.7 million increase in sales, and there was \$3.4 million received in government contracts. The SBDC

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currently offers the Business Boost Program as a response to businesses being disrupted by COVID. Many expressed interest in learning about digital business tools and processes to increase operational efficiencies. The program is aimed to enhance the operations and scalability of small and micro businesses to thrive in a digital world. This is in partnership with the Community College of Aurora, which developed the English Curriculum, the Aurora-South Metro SBDC, which developed the Spanish Curriculum, and Arapahoe/Douglas Works, which did the registration, marketing, and hosting of the sessions. Arapahoe County provided funds for the CCA, while Aurora provided funds for the SBDC consultants. The program includes eight business boost models in English and Spanish including professional virtual presence, digital fundamentals, online hiring tools, cybersecurity, Excel, etc. They were presented live in June, July, and August and received feedback that helped adjust the curriculum. Modules will be offered on-demand prior to December and will be at no cost. Citizens can go to CCA for further education, A/D Works for hiring, retention, and apprenticeship; and SBDC for workshops and one-on-one consulting for basic business needs.

The 15th Annual Veterans Small Business Conference is being held on October 12, 2022, from 9 AM to 12 PM virtually with 107 attendees and 23 registered at this time. It aims to provide veteran small business owners, including their spouses and partners, access to tools, resources, and people to make their businesses thrive. Aurora is currently home to 23,589 veterans. In the last five years, SBDC has personally served 164 veterans, 87 service-disabled veterans, and 8 active-duty veterans. Aurora-South Metro SBDC and the Aurora Chamber are presenting partners, with the city of Aurora as a Premier Sponsor and the US Small Business Administration as a Collaborating Sponsor. Connect to DOT and Colorado Enterprise Fund came in as pillar sponsors. The conference will feature welcome sessions, breakout sessions, and live roundtables with discussions on hiring and retaining employees, maximizing social media, starting a business, and other topics in either English or both English and Spanish. On September 18, 2023, an in-person conference will be held from 8 AM to 8 PM at the Hyatt Regency Aurora with the city of Aurora as the Premiere Sponsor.

- CM Jurinsky requested information regarding services that the SBDC does for veterans and veteran business owners in Aurora. M. McGilley said that veterans are a new area of focus for SBDC, and they are kicking it off with the conference. She stressed that everything they do is available for veterans.
- CM Lawson mentioned that there are youth interested in businesses and entrepreneurship. She asked for information regarding what SBDC does for youth such as virtual learning tools. M. McGilley said that she will contact CM Lawson.

Outcome:

Information only.

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Follow-up Action:

None required.

3.b. ARPA Small Business Grant Update**Summary of Issue and Discussion:**

Elena Vasconez, Business & Economic Development Supervisor

Elena Vasconez presented this item. In January 2021, City Council approved \$2.5 million in ARPA funds to support small businesses struggling to recover from the pandemic. The funds were designated to support approximately 250 small businesses by providing \$5,000 grants to post-pandemic startups and \$10,000 grants to existing businesses. The program was promoted city-wide through various platforms and media outlets. Eligible businesses were required to show a net value of less than \$350,000 and gross sales of less than \$5 million. They also had to demonstrate how they are still being impacted by the pandemic, but they are currently in the recovery process. 320 applications from different industries such as goods, retail, childcare, manufacturing, and service industries, were received and screened. Since only 250 applicants were covered, staff requested Council to approve extra funds to cover all applications. This request for \$700,000 in ARPA funds was approved. Currently, 77 applications for payment were reviewed and staff disbursed approximately \$500,000. 39% of applications were female-owned businesses and 62% were minority-owned. Staff are approving and funding applications weekly to have them all approved by the end of 2022. Following this, a final report will be presented.

Outcome:

Information only.

Follow-up Action:

None required.

3.c. Development Review Quarterly Update**Summary of Issue and Discussion:**

Jason Batchelor, Deputy City Manager

Jason Batchelor and Laura Perry presented this item. All revenues and expenses in the Development and Review Fund are tracked according to the policy direction that development pays its own way. Revenues are continued to be projected to come in over what was budgeted. However, expenses are also expected to come in over budget due to continuously hiring additional staff and third-party contractors to meet the increased workload. The Office of Development Assistance (ODA) has been meeting pre-development applications. For inspections, Planning and the Building Division continue to perform highly. The engineering side, which received several comments, has also improved. Development activity remained strong through the summer and staff received high levels of inspection requests and plan

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sets coming through. Pre-application meetings, used as a precursor for expected development, have also gone down.

Through feedback from the Red Tape Reduction Committee, staff developed a plan with four major areas of focus including management and leadership oversight, culture and customer service, process and technology improvements, process documentation, and teaching and training employees and customers regarding the overall process. The Development Review Governance Committee has been stood up composed of DCMs, the city manager, and department directors. Regular meetings are held regarding improvements and addressing roadblocks. The expedited review processes have been completed. In-person meetings are made available in addition to virtual or hybrid meeting requests. Staff members are also having in-person meetings. ODA pre-application meetings' lead time has gone down from five or six weeks to a three-week lead time since June. This is typical compared to pre-pandemic times. For inspections, third parties were contracted for paving and roofing. The TCO extension fee was eliminated in Q2 of 2022. Staff coordinated with Adams, Arapahoe, and Douglas Counties to go live on digital mylars for plats. They are working on the last issues, such as file size limitations, with recording master plans. The master drainage plan and preliminary drainage plan checklists have been updated. The large project development review process is up and running involving meetings with all large projects in the city. Standing bi-weekly or monthly meetings are done to ensure good communication, identify priorities, and resolve issues. Updating the Guidance and Reference Manuals is currently in process.

Changes are being made to eliminate up to 80% of license agreements currently required. Stakeholders were involved in addressing the needs for license agreements and identifying alternative ways to address them. Staff is continuously getting feedback from key developers and is hoping to finalize before the end of 2022. Requirements are continuously being gathered for the Plan Review Comments Tracking and Scorecard to ensure that all comments are streamlined. To maintain a culture of performance, there will be cross-departmental training, knowledge-sharing workshops, and weekly division meetings to ensure consistency of comments and guidance and to understand each department's tracking and processes. A plan is being developed for the timing of fee payments to ensure that plans are not being held up due to payments.

Public Works is in the last stage of its reorganization. Over the next 12 weeks, a change initiative will be implemented to provide employee tools, training, and mentoring, improve predictability and consistency across the review process, simplify the development review processes, and enhance the customer experience. To achieve these goals, staff will continue to have conversations with developers, get feedback, look at checklists, clarify external and internal requirements, and maintain partnerships with the development community to create solutions that meet their visions within the city code. Public Works will transition staff and reset

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their roles, implement additional solutions to enhance efficiency, build capacity, and standardize the plan review process.

- CM Zvonek asked who is participating in the Large Project Development Review. J. Batchelor answered Oakwood, Windler, and Painted Prairie. He mentioned that they are also trying to re-engage Majestic in the process. J. Cox added High Point and Porteos.
- CM Zvonek asked if there is feedback on the updated process for larger projects. J. Batchelor stated that regular check-ins are well received.
- CM Zvonek expressed that he is happy to hear that progress is being made regarding licensing. He asked if the stakeholders are still being kept in the loop and are providing feedback. L. Perry said that staff are still in contact with all developers and are conducting one-on-one meetings to garner feedback.

Outcome:

Information only.

Follow-up Action:

None required.

3.d. UDO Text Amendments including allowing Data Centers in the APZ zone district and a Rezone from Mixed Use Corridor (MU-C) to Business/Tech(I-1) at the Northeast corner of 6th Avenue and Airport Blvd. and to other minor UDO amendments

Summary of Issue and Discussion:

Brandon Cammarata, Planning Manager

Brandon Cammarata presented this item. Data centers are large-scale computer systems for data storage and processing for off-site users and are low activity and low employment. They typically have supporting equipment, backup batteries, power generator cooling units, fire suppression, and security features. While permitted in the city, the proposed UDO amendment will move data centers into their own use since they behave differently than the use they are currently under. This will allow the city to adapt as data centers adapt and address immediate hindrances and barriers to current development. Currently, data centers are under Office Flex, which is typically light industrial uses, with multiple tenants, and requires more parking spaces. The UDO amendment will reduce the parking requirement to better reflect the needs of data centers. In addition, this will also allow permitting this use in the Accident Potential Zone (APZ) district where other light industrial uses may not be permitted. APZ limits its uses to those with low employment density in case of any accidents. It is located at the end of the runways for Buckley Space Port. Buckley is aware of this proposed amendment and has not yet provided comments.

A landowner of a property located at the northeast corner of 6th Avenue/Highway 30 and Airport Boulevard is looking to develop a property with a data center. The

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landowner is also engaged with the Base on other issues on the parcel. The Office of Development Assistance is working with AEDC are working on a draft ordinance to address this. Following feedback from the PED Committee, it will be brought forward to the Planning Commission for a recommendation, then to City Council.

- CM Jurinsky mentioned that Adams County is getting associated with oil and gas sites to work on new regulations for cryptocurrency mining. She added that cryptocurrency mining uses a significant amount of energy and creates a lot of noise. She asked if the staff have any updates regarding this. B. Cammarata mentioned that they have been titling mining centers over the last ten years and they are being implemented into the community. He added that they can look into energy and water use together with AEDC to provide further information.
- CM Lawson asked for further clarification regarding the changes to parking for data centers. B. Cammarata explained they align parking to the needs of the industrial projects. CM Lawson asked if they are just determining parking based on the need of the data center and the number of its employees. B. Cammarata confirmed this. He added that they would no longer need to look at the rest of the flex office, which is close to retail and service uses parking needs.
- Y. Gorlov applauded B. Cammarata and the Planning Department Director for working with AEDC. He mentioned that the unintended change from MUR to MUA allows data centers as a permitted use. However, this would change to conditional use once it is extracted and made into its own category. City staff will work on this to ensure that no current or prospective businesses are negatively impacted. Y. Gorlov explained that data centers' parking requirement ratios are different since they employ fewer people. A million-square-foot facility would traditionally require 1,000 parking spaces for industrial use. This would be lessened for data centers.
- Leah Ramsey, a developer with Chelsea Investments, asked when the change to the UDO could be anticipated. B. Cammarata said that they are hoping to get to Planning Commission at the end of October followed by the City Council in January. He stated that they are aiming for Q1 of 2023.

Outcome:

There was no objection to presenting this item to Planning Commission.

Follow-up Action:

Staff to add this item on the agenda for future Planning Commission meeting.

3.e FOR AN ORDINANCE AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO THE STANDARDS FOR OTHER TYPES OF SIGNS

Summary of Issue and Discussion:

Councilmember Zvonek, City Council

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CM Zvonek presented this item. Businesses in Aurora regularly use pennants or signages advertising specials, holidays, and showing support for local sports teams. Currently, the City Code requires businesses to obtain a permit to hang the pennants, limits the consecutive days they can be hung, and requires pennants to be in good condition. The proposed ordinance will remove the permit requirement and limitation on days but will still require pennants to be in good condition. This ordinance aims to reduce potential harassment through code enforcement and allow code enforcement officers to focus on other issues and responsibilities. CM Zvonek stressed the need for a broader code review process to identify small requirements placed on businesses that do not make a difference to the city or consumers but have an impact on businesses.

- CM Lawson expressed her support. She asked if businesses could put up campaign signs that are not in good shape throughout the year but not pennants. CM Jurinsky said that campaign signs can only go up 45 days before an election. CM Zvonek mentioned that there are differences in types of signage and the proposed ordinance only focuses on pennants. He added that they should look at the code and determine the rules being put on businesses that should be removed.
- CM Jurinsky expressed her support for the proposed ordinance. She mentioned the need to look through the code and remove those wasting businesses’ and code enforcement’s time. She mentioned that the pennants and banners were promoted during the pandemic shutdown as tools to drive business.

Outcome:

Committee unanimously approved moving this item forward to Planning Commission.

Follow-up Action:

Staff to add this item on the agenda for future Planning Commission meeting.

4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council

- Yuri Gorlov
NO REPORT

4.b. Havana Business Improvement District

- Chance Horiuchi:
NO REPORT

4.c. Aurora Chamber of Commerce

- Kevin Hougen:
NO REPORT

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4.d. Planning Commission

- Melvin Bush
NO REPORT

4.e. Oil and Gas Committee

- Brad Pierce:
A report on Q3 activities is included in the packet.

4.f. Business Advisory Board

- Garrett Walls
NO REPORT

4.g. Retail

- Bob Oliva
NO REPORT

4.h. Small Business

- Elena Vasquez
NO REPORT

4.i. Visit Aurora

- Bruce Dalton
NO REPORT

5. CONFIRM NEXT MEETING DATE

Scheduled for November 9, 2022, at 8:30 AM MT.

6. ADJOURNMENT

APPROVED: _____
Danielle Jurinsky, Committee Chair

ORDINANCE NO. 2022-____

A BILL

FOR AN ORDINANCE AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO STANDARDS FOR OTHER TYPES OF SIGNS

WHEREAS, the City of Aurora, Colorado (City), is a home rule municipality, organized and existing under and by Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City Council (Council) has the power to make and publish from time to time ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city; and

WHEREAS, the City has received several requests to remove the requirements for pennants, streamers, or similar decorative device. However, currently there are limits on those types of signs in the City, and the Council no longer wishes to limit their use within the City; and

WHEREAS, the Council finds it necessary and proper to remove the requirement of a permit for pennants, streamers, or similar decorative device; and

WHEREAS, the Council believes it is necessary and proper to remove the 30-day limitation of consecutive days pennants, streamers, or similar decorative device may be hung in the City.

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

Section 1. Section 146-4.6, Table 4.10-2, of the City Code of the City of Aurora, Colorado, is hereby amended by changing the Description and Standard(s) to remove the limit on the consecutive days per year for Other Types of Signs and to remove the permit requirement, which shall read as follows:

Table 4.10-2 Standards for Other Types of Signs				
Sign Type	Description and Standard(s)	Size and Quantity	Permit Required?	Zone Districts Permitted
Pennants, streamers, or similar decorative device	30 consecutive days per year Refer to Section 146-4.10.15	n/a	No Yes	All zone districts

Section 2. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such

conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 3. 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.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

GEORGE KOUMANTAKIS, Manager of Client Services



CITY OF AURORA

Council Agenda Commentary

Item Title: Public Hearing and Appeal of the October 12, 2022, Planning Commission's Approval of the Grand Avenue Townhome Site Plan with an Adjustment

Item Initiator: Stephen Rodriguez, Planning Supervisor, Case Manager

Staff Source/Legal Source: Stephen Rodriguez, Planning Supervisor / Danel L. Money, Senior Assistant City Attorney

Outside Speaker: Nathan Adams – CEO of redT Homes

Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

Stephen Rodriguez, Planning Supervisor / Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: Nathan Adams, CEO of redT Homes
Estimated Time: 25 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 10/12/2022

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.)

At a public hearing on October 12, 2022, the City of Aurora Planning Commission voted unanimously (6-0) to approve a site plan to construct 53 single-family attached townhomes on 5 sites. The approval includes an adjustment to the minimum lot area requirement for townhomes on Site A, Lots 2-7. 3 adjacent property owners appealed this decision under [https://aurora.municipal.codes/UDO/146-5.4.4.D\(3\)\(a\)](https://aurora.municipal.codes/UDO/146-5.4.4.D(3)(a)) (Exhibit I-Appeal). This City Council meeting is a public hearing to address the appeal request.

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

The applicant, RedT Homes, is requesting approval of a Site Plan for 53 single-family attached townhome units on 5 “infill” sites. The assemblage of 3.45-acres includes parts of 5 blocks along Akron Street and Alton Street, between 13th Avenue and 14th Avenue, and is mostly vacant except for a few abandoned and developer owned single-family buildings on the overall site. The subject properties are within 3 separate zone districts, Mixed-Use Original Aurora - Main Street (MU-OA-MS) District, Mixed-Use Original Aurora - Medium Residential Density (MU-OA-R-2) District, and Mixed-Use Original Aurora – Residential Mixed-Use (MU-OA-RMU) District, and has the *Original Aurora* placetype designation in the Comprehensive Plan. The subject property is generally bordered by a bank to the north, vacant land, single-family detached homes and multi-family to the east, vacant land and multi-family (Denver) to the west, and single-family detached homes to the south. One adjustment is requested for the minimum lot area for townhome lots required in the Unified Development Ordinance (UDO).

Ten (10) multiple unit townhome buildings are proposed for the overall site. The Site A building contains 7 units; Site B buildings contain 4 units and 6 units; Site C1 building contains 6 units; Site C2 buildings contain 6 units and 5 units; Site D buildings contain 5 units and 4 units; and Site E buildings contain 4 units and 6 units, for a total of 53 units. All townhome buildings are oriented to streets and are alley-loaded. Parking is proposed in individual detached two and one-car garages for each unit and is oriented towards the public or private alleys, so they are not visible from the adjacent street frontages. 106 parking spaces are proposed, which includes primarily two-car garage spaces. The buildings will be 2 stories tall and on-site useable outdoor spaces are also proposed for on each lot in the form of small front and back yards. All units will have a ground-level entrance facing either 14th Avenue, Akron Street, or Alton Street to activate the street frontages.

Existing sidewalks will be widened to a 12’ urban treatment along 14th Avenue in conformance with the city’s urban street standards, while a 6’ detached sidewalk with curbside landscaping will be installed along 13th Avenue, and Akron and Alton Streets, as the surrounding context is generally lower density residential. Infrastructure improvements are also proposed to comply with water, sanitary sewer, storm, detention, and water quality requirements. The Site Plan is consistent with all approval criteria in the UDO and the adjustment requested is for minimum lot size requirements only applicable to Site A, located at the northeast corner of 14th Avenue and Akron Street.

This proposal meets all Site Plan requirements for zoning and drainage, with one adjustment requested for the minimum lot area requirement. The proposed Site Plan is consistent with the approval criteria in the ODO, and staff supports the proposed adjustment to the minimum lot area for Site A, Lots 2-7.

Exhibits A-H – Backup provided to the Planning Commission on 10-12-2022

Exhibit I - Appeal of the Planning Commission decision to approve submitted by 3 adjacent property owners

QUESTIONS FOR COUNCIL

Does the City Council wish to uphold, modify or overturn the Planning Commission's decision to approve the Site Plan?

LEGAL COMMENTS

Unless otherwise specified by this UDO, any administratively approved development application, interpretation, or decision of the Planning Director concerning the administration of this UDO, or any decision of the Planning and Zoning Commission or the Historic Preservation Commission may be appealed to City Council. Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days after the decision and shall specifically state the Section or the City regulation that has not been applied correctly.

If an appeal is filed under the criteria above, the City Council shall schedule a public hearing according to the procedures described in Section 146-5.3.8 (Public Hearings). The City Council shall review the appeal based on the standards and criteria in this UDO and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria of this UDO. (City Code Sec. 146-5.3.13(A))

A Major Site Plan shall be approved only if:

- a. The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.
- b. The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.
- c. Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.
- d. The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.
- e. The application is compatible with surrounding uses in terms of size, scale and building façade materials.
- f. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

(City Code Sec. 146-5.4.3.B.2.C.i) (Money)

PUBLIC FINANCIAL IMPACT

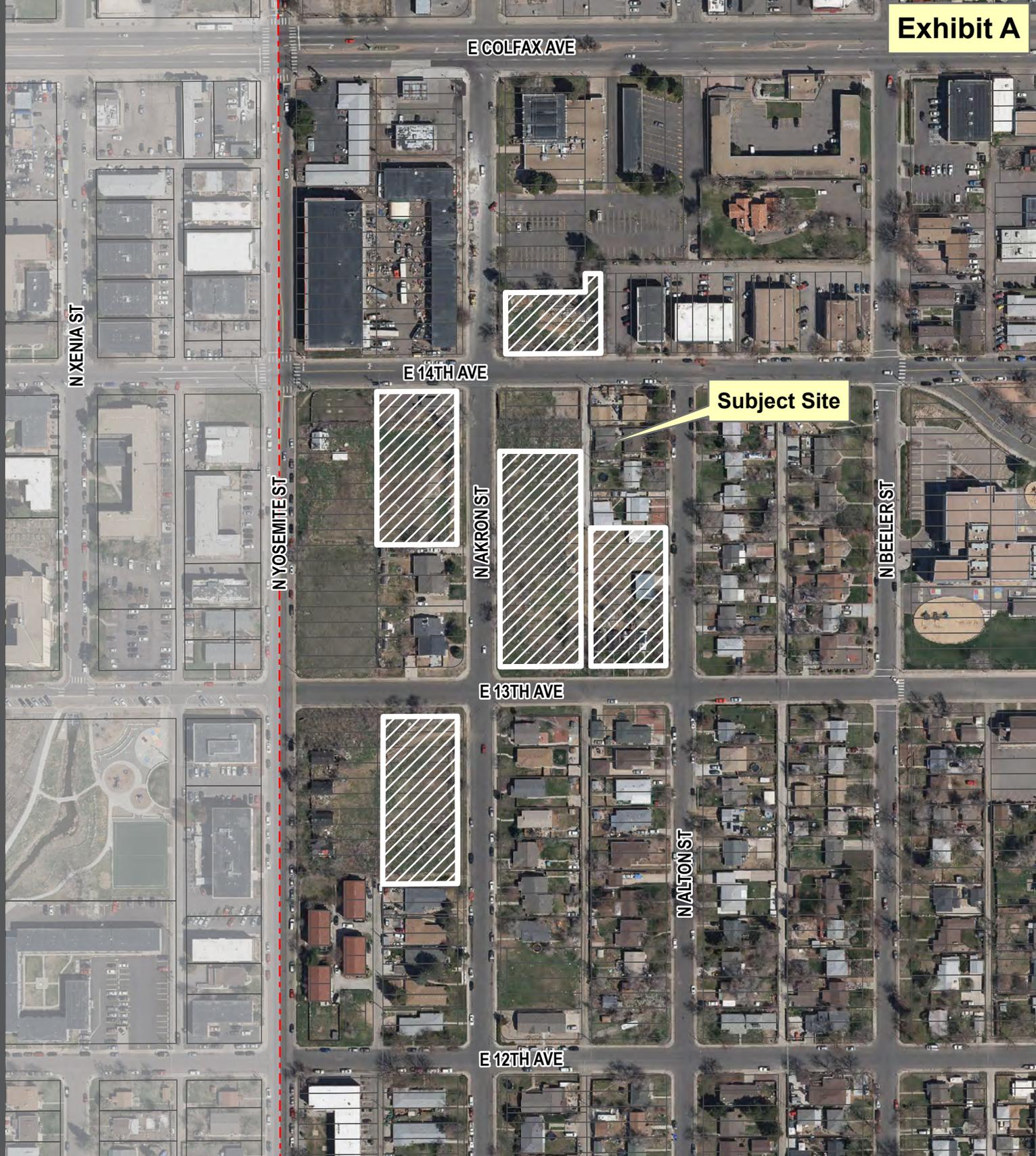
YES NO

If yes, explain: Type explanation here or enter N/A if no public financial impact.

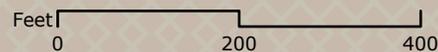
PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Type explanation here or enter N/A if no private fiscal impact.



Grand Ave
Site Plan with Adjustments



Aurora is
Worth Discovering!



City of Aurora, Colorado

Planning &
Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.735.7217
GIS@auroragov.org

Case Number: 2021-4030
Development Application: #2295-00



1335 S Inca St Denver, Colorado 80223

Subdivision Plat & Site Plan Development Application
Grand Ave Letter of Introduction
Project type: Residential

Grand Ave is a proposed development project in west Aurora which, if approved, would allow for the construction of 53 single family attached town home units. The project scope includes 10 buildings across 5 sites spanning 3.45 acres separated by public roads, located between Alton and Akron St north of 12th Avenue and 14th Avenue.

Each lot will be between 19.5' - 29' in width and between 76' - 132' in length with an average lot size being 2,780 sq ft. apart from site A. Site A is the projects smallest site. Due to the lots size and imposed rear access requirements, minimum lot size for the overlying MU-OA-MS Zone District cannot be met. A Site Plan Adjustment request for this site is included in the contents of this letter. The proposed build sites exist within three separate zone districts, MU-OA-MS, MU-OA-R2 and MU-OA-RMU. The proposed site conditions and densities are allowed in all three zone districts. The sites included in this proposal are either currently vacant land or will become vacant land shortly as any lingering structures on these lots are scheduled for demolition. The structures currently standing on 2 of the 5 sites are condemned buildings that pose a safety hazard.

Grand Ave is a residential project proposed with the intention of connecting the fragmented surrounding neighborhood by developing otherwise vacant or deteriorating infill lots that are currently unkempt, accumulating trash, and causing gaps in neighborhood connectivity. The homes to be built in this proposed development will be LEED Gold Certified and thoughtfully designed to enhance the neighborhood appeal while maintaining the highlights of its historical character. The architecture for these homes was inspired by Scandinavian design, which is why they feature darker more dramatic colors, offset by natural wood soffit and complimenting lighter colors. New tree lawns and sidewalks will be constructed as a part of this development. These improvements will activate the walkability of the neighborhood, which serves as a gateway not only between the commercial corridor of Colfax and a residential neighborhood, but also between the East Colfax neighborhood of Denver and Aurora.

As a part of redT's Lite Homes series, these new builds will be light on the environment and sold at attainable prices for all families. Each the proposed homes will have two designated enclosed parking spaces located in the rear of the property with access from an alley or private drive easement. Per pre-application comments, no additional fire lane easements or access are required for this development at this time. The addition of fire hydrants is also not required at this time, however existing fire hydrants will be shown on our site plan.

All shared spaces outside building envelopes including landscaping, utilities, drainage and detention, architectural character, exterior design elements will be maintained in Party Wall Agreements, aside from trees lawns, which will be maintained by City of Aurora Forestry. Prior to issuance of Certificates of Occupancy, a management company will be hired by redT homes, to oversee and enforce the provisions within the Party Wall Agreement. The hired management company will be responsible for collecting fees and dues for maintenance and payment of said elements.

<p>The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property</p>	<p>The proposed complies with applicable standards of the UDO, including the land use recommendations within Aurora Places.</p>
<p>The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable</p>	<p>The proposed development will not place burden on any existing infrastructure. All City of Aurora referral agencies have no further comments to be addressed.</p>
<p>Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.</p>	<p>The proposed development is not fragmenting any preserved natural areas that were a benefit to local ecology. The vacant land where this proposed development will be built was being used heavily as a dumping ground for trash. The proposed project will connect the neighborhood by infilling these gaps. As a part of the development, adequate drainage infrastructure will be built which will have a positive impact on the water quality in the area.</p>
<p>The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.</p>	<p>The proposed development connects a currently fragmented neighborhood, creating a safer, more desirable corridor for walking, biking and enjoying the nearby commercial district and parks. In addition to this, ADA ramps will be redesigned and constructed to better functionality than what exists today.</p>
<p>The application is compatible with surrounding uses in terms of size, scale and building façade materials.</p>	<p>The proposed development is comparable with surrounding residential uses. The townhomes serve as a transition from higher density multifamily housing on surrounding streets into the detached single family home neighborhood south and east of the proposed development. The surrounding neighborhood was established the later decades of the last century, so it is generally not a uniform neighborhood. We believe our townhomes will maintain the values of the established residential neighborhood while also introducing a new sustainable, attainable housing option that energizes the gateway to the Colfax corridor</p>
<p>The application mitigates any adverse impacts on the surrounding area to the degree practicable.</p>	<p>The development proposed in this application will enhance the surrounding area making it safer, upgrading sidewalks and planting trees to contribute to the existing canopy. There are no known or intended adverse impacts that will be caused by this development.</p>

Site Plan Adjustment Request:

redT would like to include a Site Plan Adjustment request in this proposal per 146.5.4.4.D. The lots on site A of the Grand Ave Development do not meet the minimum lot size requirement of the MU-OA-MS Zone District. Our original request included square footage of the Private Drive easement in the overall square footage of each lot. Removing this area from the lots to dedicate as a tract resulted in an interior lot sized of 1542 sq ft where 1800 sq ft is required. And an exterior lot size of about 2300 sq ft where 2500 sq ft is required.

We ask that you consider approving our request to allow 1500 sq ft interior lot sizes where 1800 sq ft is required, 2300 sq ft for exterior lot sizes where 2500 sq ft is required for site A of this development ONLY. The remainder of the development will meet all standards of the respective zone district. redT is proud to consider ourselves a Green Developer. A part of that means that we focus on infill development, providing sustainable, LEED Gold or higher certified housing options into already established neighborhoods at attainable prices. Infill developments can be tricky because of various constraints of the built environments around them and established utilities and other infrastructure that must be worked around. The townhomes on Site A, as proposed, diversify the portfolio of options this development will offer as they are slightly higher density and creatively designed to meet outdoor space requirements. This row of townhomes will occupy a previously vacant lot, connect the neighborhood and serve as a barrier between the commercial corridor to the north of 14th Ave and the residential neighborhood to the south of 14th Ave. See table below for responses to Adjustment approval criteria:

Site Plan Adjustment Request Criteria:

EXHIBIT B

<p>The adjustment will not result in a material increase in on-street parking or traffic congestion on any local street in any Residential zone district within 200 feet of the applicant's site</p>	<p>The relief requested would not hinder the ability of the units on this site to meet the minimum parking requirement per unit of the overlying zone district, which is 2 spaces per unit. Access to parking for each unit will be taken from a private drive in the rear.</p>
<p>The adjustment will have no material adverse impact on any abutting lot, or any material adverse impacts have been mitigated by conditions attached to the adjustment</p>	<p>The lot size relief requested through this site plan adjustment would not have any negative material impacts on abutting properties compared to the minimum lot size requirement. To the north of site A is a parking lot, to the east, higher density multi-family housing, to the west a school and immediately south, a vacant lot. The proposed structures will match the rest of the development and indeed serve as a transitional cushion from the commercial corridor and high-density housing to the north into the residential neighborhood to the south.</p>
<p>The adjustment does not violate any conditions of approval specifically applied to development of the property by the Planning and Zoning Commission or City Council</p>	<p>No specific conditions of approval have been applied to the development of this property.</p>
<p>The adjustment will result in a perception of development quality as viewed from adjacent streets and abutting lots that is equal to or better than would have been required without the adjustment.</p>	<p>This adjustment will not have any impact on perceived development quality. This adjustment will actually afford an even greater opportunity for diversifying housing options within this proposed development.</p>
<p>The adjustment will provide options for a more connected neighborhood layout or, for an adjustment for a residential subdivision, the adjustment will result in a neighborhood layout and level of multi-modal connectivity equal or better than would have been required without the adjustment.</p>	<p>This adjustment would preserve the proposed unit total which will provide a continued building fabric. The location of site A is one block away from a major Regional Transportation District line on Colfax.</p>
<p>The adjustment will result in equal or better screening and buffering of adjacent properties and ground and roof mounted equipment than would have been required without the adjustment</p>	<p>Site A is the northern most site of this proposed development. It serves as a buffer from the neighborhood south of 14th (proposed and existing) from the commercial corridor to the north. In this circumstance, relief on the lot size in order to build the proposed amount of units would allow for a better screening buffer into the neighborhood.</p>
<p>The adjustment will not result in a material increase in on-street parking or traffic congestion on any local street in any Residential zone district within 200 feet of the applicant's site</p>	<p>The relief requested would not hinder the ability of the units on this site to meet the minimum parking requirement per unit of the overlying zone district, which is 2 spaces per unit. Access to parking for each unit will be taken from a private drive in the rear.</p>

In Conclusion:

Grand Ave is an infill residential project with the intention of connecting the fragmented surrounding neighborhood by developing otherwise vacant or deteriorating lots that are currently unkempt, accumulating trash, and a detriment to the neighborhood. The homes to be built in this proposed development will be LEED Gold Certified and thoughtfully designed to enhance the neighborhood appeal while maintaining the highlights of its historical

character. As a part of this development, new tree lawns and sidewalks will be constructed. These improvements will activate the walkability and connectivity of this neighborhood, which serves as a gateway not only between the commercial corridor of Colfax and a residential neighborhood, but also between the East Colfax neighborhood of Denver and Aurora. As a part of redT's Lite Homes series, these new builds are intended to be light on the environment and sold at attainable prices for new families.

EXHIBIT B

We look forward to working with the City of Aurora through this Site Plan and Subdivision Plat process. Please contact us with any questions and/ or requests for additional information.

Sincerely,



Joshua Botts, AICP

Senior Development Project Manager

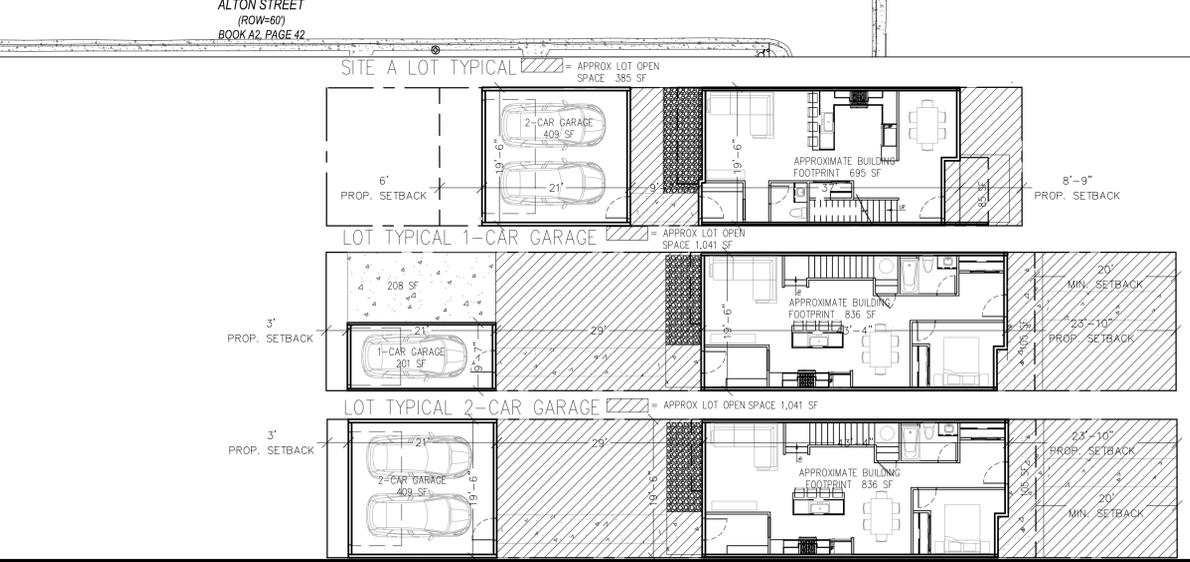
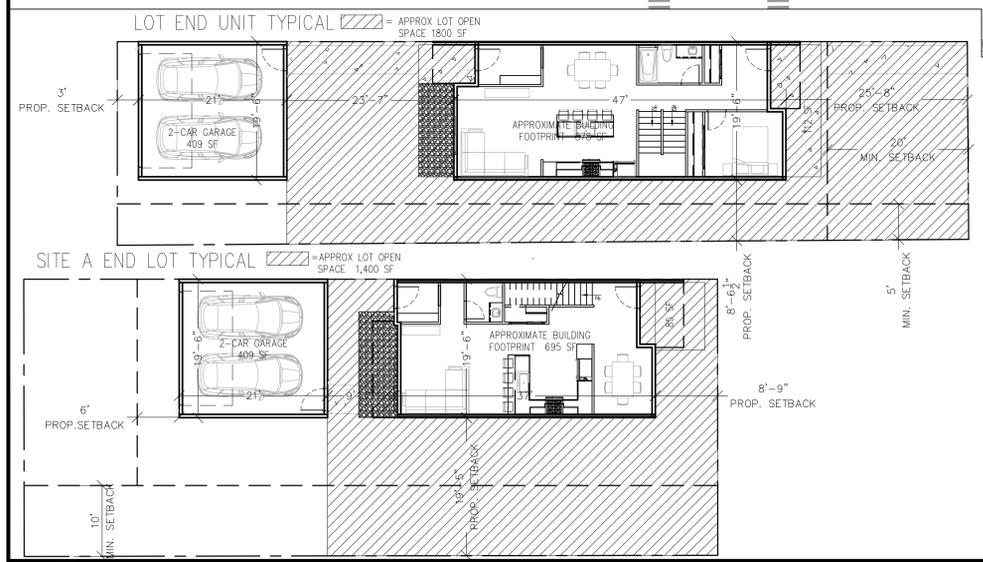
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



SHEET KEY

SITE A	SITE B	SITE C	SITE D	SITE E
3	4	5	6	7
8	9	10	12	13
14	15	11	18	19
21	22	16	25	26
29	30	17	33	34
35	36	23	41	43
	37	24	42	44
		31		
		32		
		38		
		39		
		40		



BLOCK 1, GRAND AVE. SUBDIVISION, LEGAL DESCRIPTION:
A PART OF LOTS 15-18, BLOCK 2, COLFAX SQUARE AND VACATED 10 FEET OF AKRON STREET, TOGETHER WITH LOT 1 OF SILL SUBDIVISION AND 25 FEET OF VACATED ALLEY ADJACENT ON THE NORTH, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ SECTION 3, T4S, R67W, THENCE S42°08'56"E A DISTANCE OF 536.28 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK 2 OF SAID COLFAX SQUARE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING.
THENCE N89°40'39"E A DISTANCE OF 139.85 FEET TO NORTHEAST CORNER OF SAID LOT 15, BLOCK 2 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE N00°03'55"E A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF LOT 13, BLOCK 2 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S89°55'01"E A DISTANCE OF 24.83 FEET;
THENCE S00°07'22"E A DISTANCE OF 149.69 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID SILL SUBDIVISION;
THENCE S89°35'09"W A DISTANCE OF 164.90 FEET TO THE SOUTHWEST CORNER OF LOT 18, BLOCK 2 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE N00°05'32"W A DISTANCE OF 100.00 FEET, BACK TO THE POINT OF BEGINNING.

BLOCK 2, GRAND AVE. SUBDIVISION, LEGAL DESCRIPTION:
A PART OF LOTS 27-36, BLOCK 8, COLFAX SQUARE AND VACATED 10 FEET OF AKRON STREET, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ SECTION 3, T4S, R67W, THENCE S15°59'38"E A DISTANCE OF 581.50 FEET TO THE NORTHWEST CORNER OF LOT 36, BLOCK 8 OF SAID COLFAX SQUARE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING.
THENCE N89°34'21"E A DISTANCE OF 139.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 36, BLOCK 8 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S00°05'01"E A DISTANCE OF 250.08 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27, BLOCK 8 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S89°35'39"W A DISTANCE OF 139.88 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27, BLOCK 8 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE N00°03'17"W A DISTANCE OF 250.03 FEET, BACK TO THE POINT OF BEGINNING.

BLOCK 3, GRAND AVE. SUBDIVISION, LEGAL DESCRIPTION:
A PART OF LOTS 3-18, BLOCK 7, COLFAX SQUARE AND VACATED 10 FEET OF AKRON STREET, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ SECTION 3, T4S, R67W, THENCE S30°38'20"E A DISTANCE OF 706.50 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING.
THENCE N89°28'57"E A DISTANCE OF 139.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S00°03'54"E A DISTANCE OF 399.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S89°30'51"W A DISTANCE OF 139.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE N00°05'01"W A DISTANCE OF 399.82 FEET, BACK TO THE POINT OF BEGINNING.

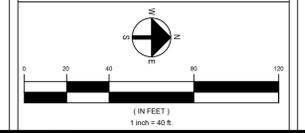
BLOCK 4, GRAND AVE. SUBDIVISION, LEGAL DESCRIPTION:
A PART OF LOTS 19-27, BLOCK 7, COLFAX SQUARE, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ SECTION 3, T4S, R67W, THENCE S33°05'04"E A DISTANCE OF 932.85 FEET TO THE NORTHWEST CORNER OF LOT 27, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING.
THENCE N89°35'28"E A DISTANCE OF 122.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 27, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S00°04'19"E A DISTANCE OF 224.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S89°36'10"W A DISTANCE OF 122.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19, BLOCK 7 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE N00°04'18"W A DISTANCE OF 224.73 FEET, BACK TO THE POINT OF BEGINNING.

BLOCK 5, GRAND AVE. SUBDIVISION, LEGAL DESCRIPTION:
A PART OF LOTS 11-20, BLOCK 9, COLFAX SQUARE AND VACATED 10 FEET OF AKRON STREET, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ SECTION 3, T4S, R67W, THENCE S08°23'56"E A DISTANCE OF 1100.96 FEET TO THE NORTHWEST CORNER OF LOT 20, BLOCK 9 OF SAID COLFAX SQUARE SUBDIVISION, ALSO BEING THE POINT OF BEGINNING.
THENCE N89°33'24"E A DISTANCE OF 139.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 20, BLOCK 9 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S00°04'04"E A DISTANCE OF 252.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, BLOCK 9 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE S89°33'19"W A DISTANCE OF 139.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK 9 OF SAID COLFAX SQUARE SUBDIVISION;
THENCE N00°06'31"W A DISTANCE OF 252.26 FEET, BACK TO THE POINT OF BEGINNING.

LEGEND:
— PROPERTY LINE
— ADJACENT PROPERTY LINE
ALL PLANIMETRIC LINEWORK THAT IS FADED BACK SHOWN HEREIN INDICATES AN EXISTING FEATURE (IMPROVEMENT, TOPOGRAPHY, UTILITY, ETC.). ALL PLANIMETRIC TEXT THAT IS FADED BACK AND ITALICIZED SHOWN HEREIN INDICATES A CALLOUT TO AN EXISTING FEATURE.



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GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
21-137

NO.	DATE	ISSUANCE:	ISSUE
1.	10.29.21		SITE PLAN
2.	1.21.22		SITE PLAN R1
3.	3.24.22		SITE PLAN R2
4.	5.18.22		SITE PLAN R3
5.	8.4.22		SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

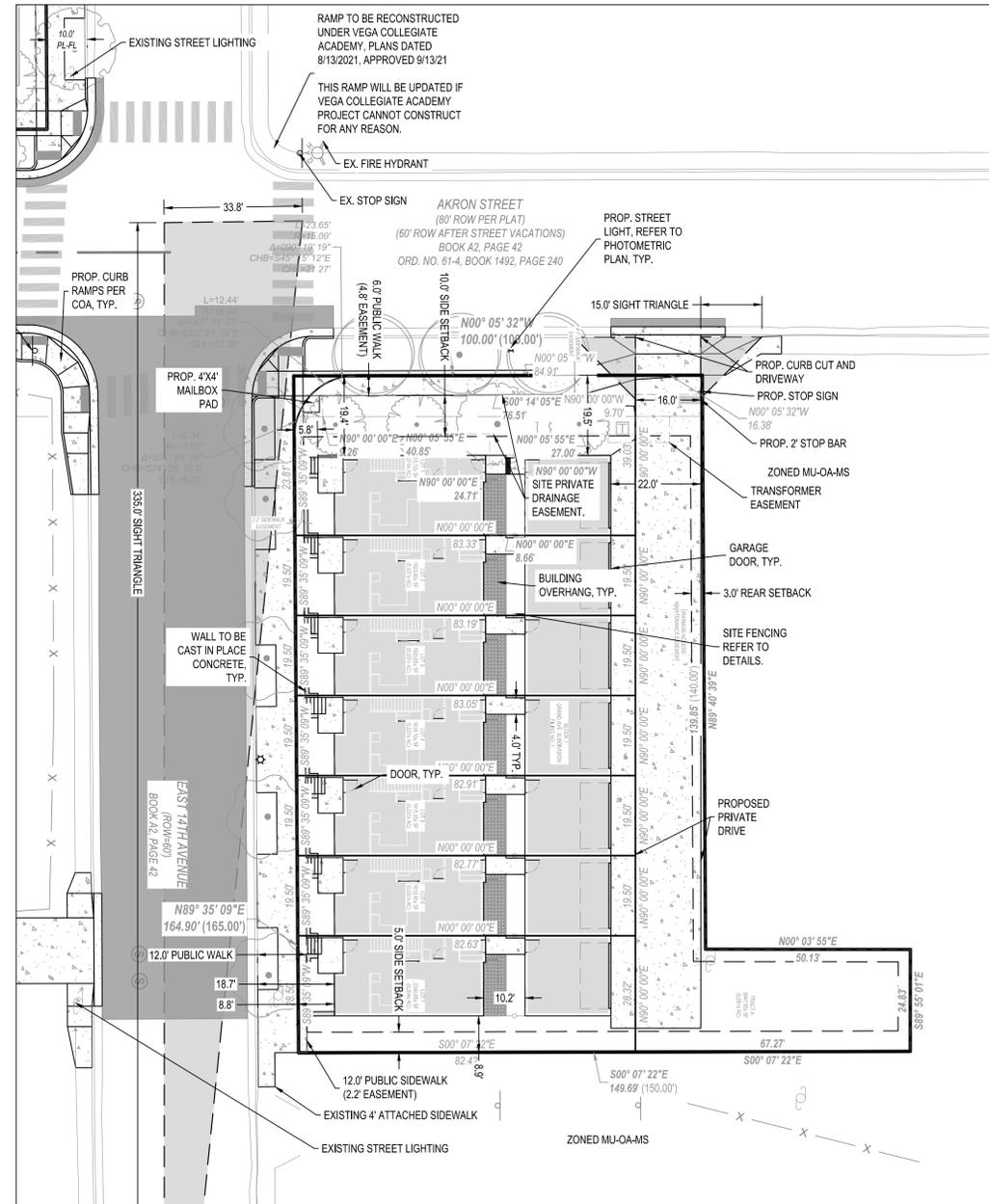
OVERALL KEY PLAN

2

SHEET 2

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



SHEET NOTES:
 1. PRIVATE ALLEYWAY WILL BE MAINTAINED BY THE PARTYWALL AGREEMENT.
 2. REFER TO PHOTOMETRIC PLANS FOR STREET LIGHTING INFORMATION. STREET LIGHT LOCATIONS SHOWN HEREIN ARE CONCEPTUAL ONLY.

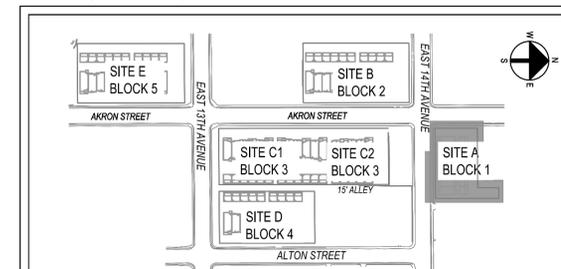
LEGEND:

- PROP. PROPERTY LINE
- - - PROP. SIDEWALK EASEMENT
- - - PROP. PRIVATE DRAINAGE EASEMENT
- - - PROP. ACCESS TRACT
- - - PROP. ELECTRICAL EASEMENT
- BUILDING
- CONCRETE PAVEMENT AND BASE
- ASPHALT / STREET PAVEMENT AND BASE
- CONCRETE CURB AND GUTTER
- SITE WALL
- SITE WALL / RAILING
- SIDEWALK CHASE / TRENCH DRAIN
- ADA DETECTIBLE WARNING TILES
- SITE SIGNAGE
- TRANSFORMER
- SITE FENCING
- ☆ STREET LIGHTING, REFER TO PHOTOMETRIC

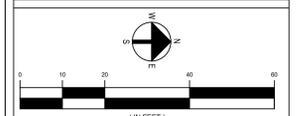
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5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
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KEY PLAN (SCALE 1" = 200')



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GRAND AVE
SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
 21-137

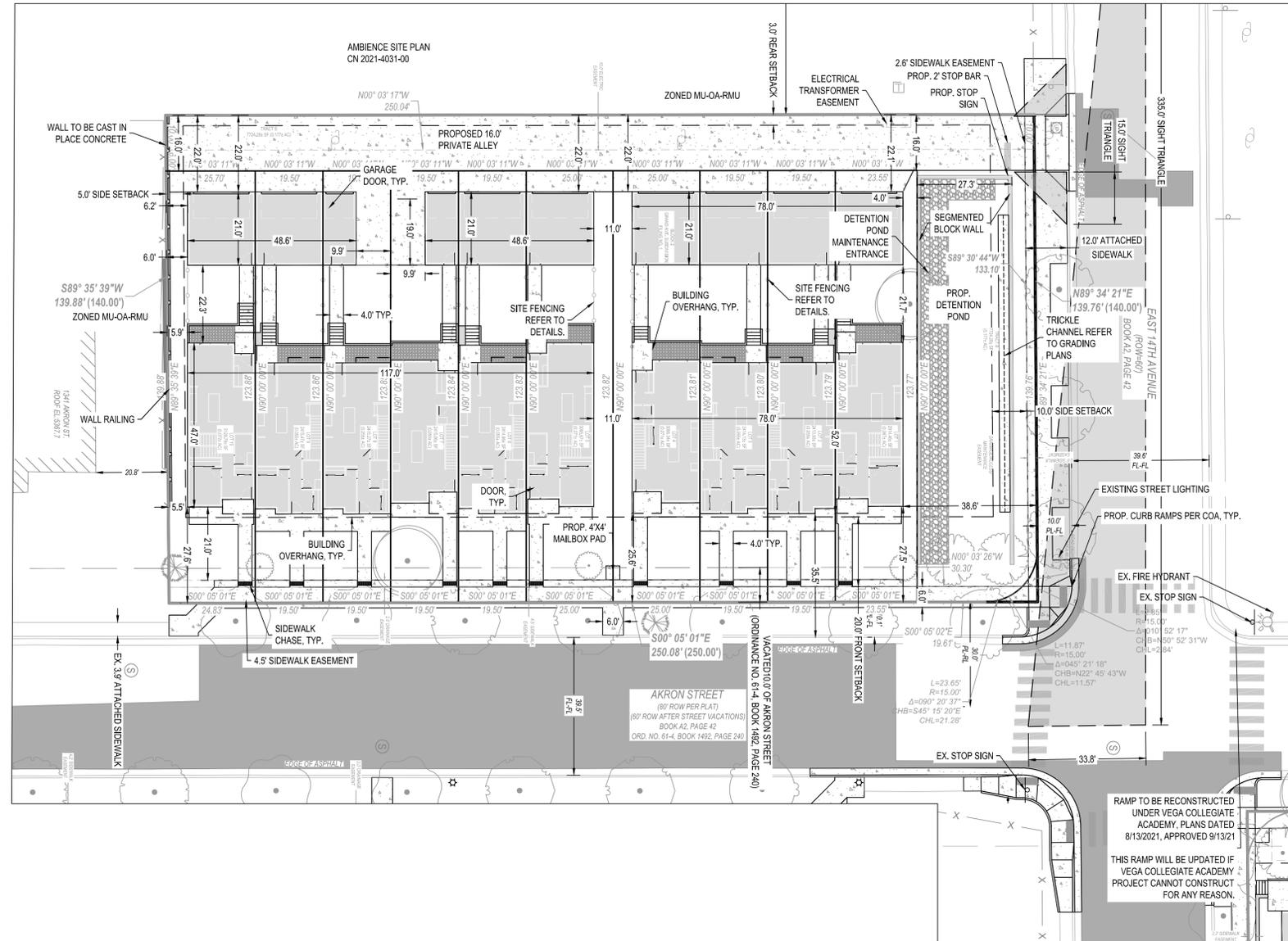
SITE A SITE PLAN

3

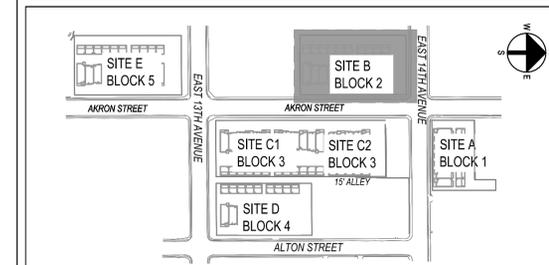
SHEET 3

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



KEY PLAN (SCALE 1" = 200')



- SHEET NOTES:**
1. PRIVATE ALLEYWAY WILL BE MAINTAINED BY THE PARTYWALL AGREEMENT.
 2. REFER TO PHOTOMETRIC PLANS FOR STREET LIGHTING INFORMATION. STREET LIGHT LOCATIONS SHOWN HEREIN ARE CONCEPTUAL ONLY.

LEGEND:

- PROP. PROPERTY LINE
- PROP. SIDEWALK EASEMENT
- PROP. PRIVATE DRAINAGE EASEMENT
- PROP. ACCESS TRACT
- PROP. ELECTRICAL EASEMENT
- BUILDING
- CONCRETE PAVEMENT AND BASE
- DETENTION POND MAINTENANCE PATH
- ASPHALT / STREET PAVEMENT AND BASE
- CONCRETE CURB AND GUTTER
- SITE WALL
- SITE WALL / RAILING
- SIDEWALK CHASE / TRENCH DRAIN
- ADA DETECTIBLE WARNING TILES
- SITE SIGNAGE
- TRANSFORMER
- SITE FENCING
- STREET LIGHTING, REFER TO PHOTOMETRIC

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GRAND AVE
SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
 21-137

ISSUANCE:

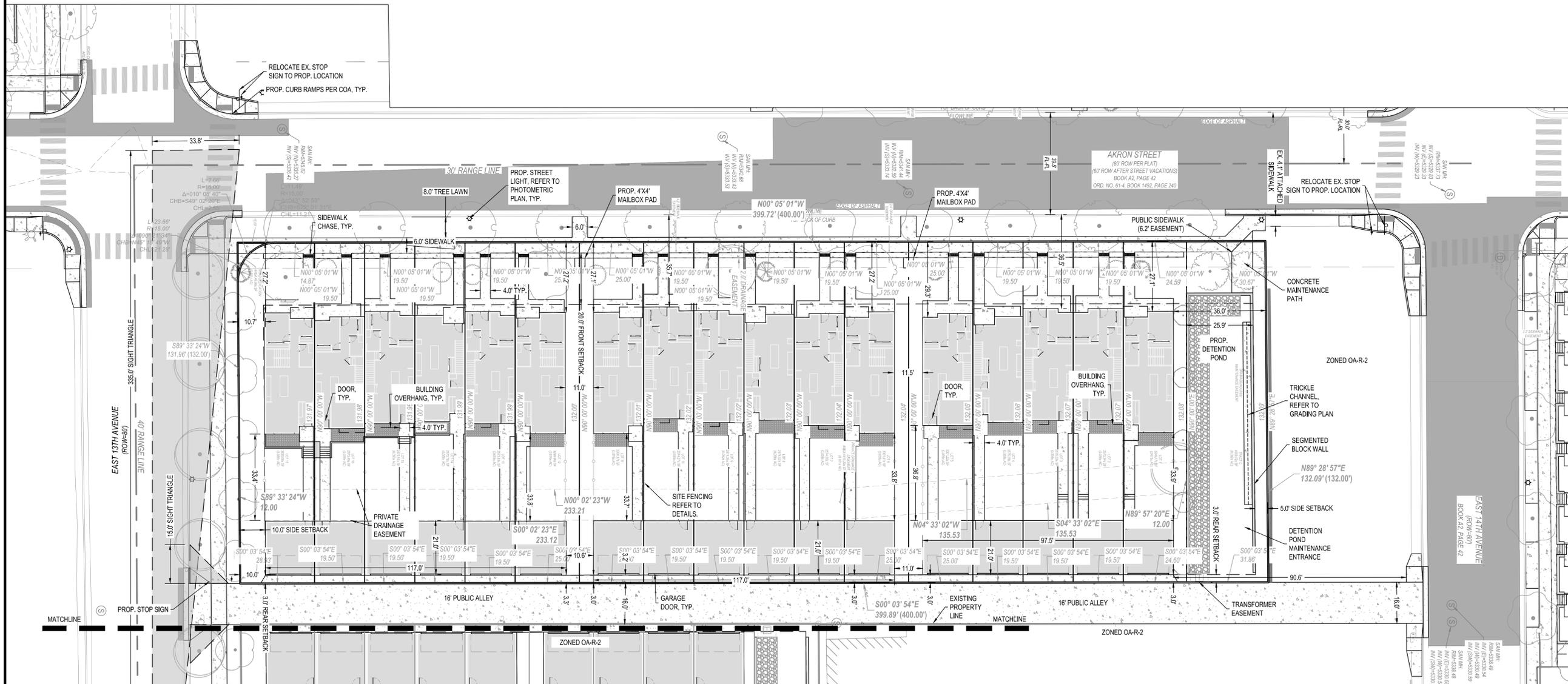
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4.	5.18.22	SITE PLAN R3
5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
 DRAWN BY: RAD
 CHECKED BY: SLR

SITE B SITE PLAN

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



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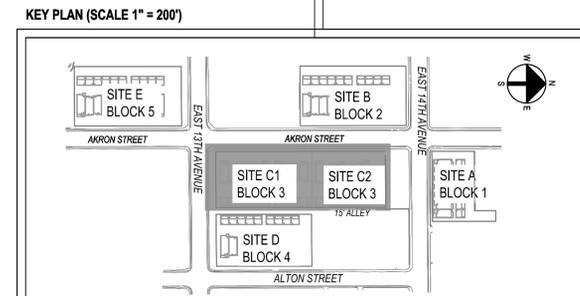
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GRAND AVE
 SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
 21-137

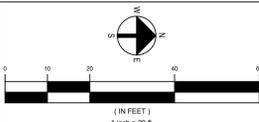
LEGEND:

	CONCRETE CURB AND GUTTER		PROP. PROPERTY LINE
	SITE WALL		PROP. SIDEWALK EASEMENT
	SITE WALL / RAILING		PROP. PRIVATE DRAINAGE EASEMENT
	SIDEWALK CHASE / TRENCH DRAIN		PROP. ACCESS TRACT
	ADA DETECTIBLE WARNING TILES		PROP. ELECTRICAL EASEMENT
	SITE SIGNAGE		BUILDING
	TRANSFORMER		CONCRETE PAVEMENT AND BASE
	SITE FENCING		DETENTION POND MAINTENANCE PATH
	STREET LIGHTING, REFER TO PHOTOMETRIC		ASPHALT / STREET PAVEMENT AND BASE

SHEET NOTES:
 1. REFER TO PHOTOMETRIC PLANS FOR STREET LIGHTING INFORMATION. STREET LIGHT LOCATIONS SHOWN HEREIN ARE CONCEPTUAL ONLY.



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4.	5.18.22	SITE PLAN R3
5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
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 CHECKED BY: SLR

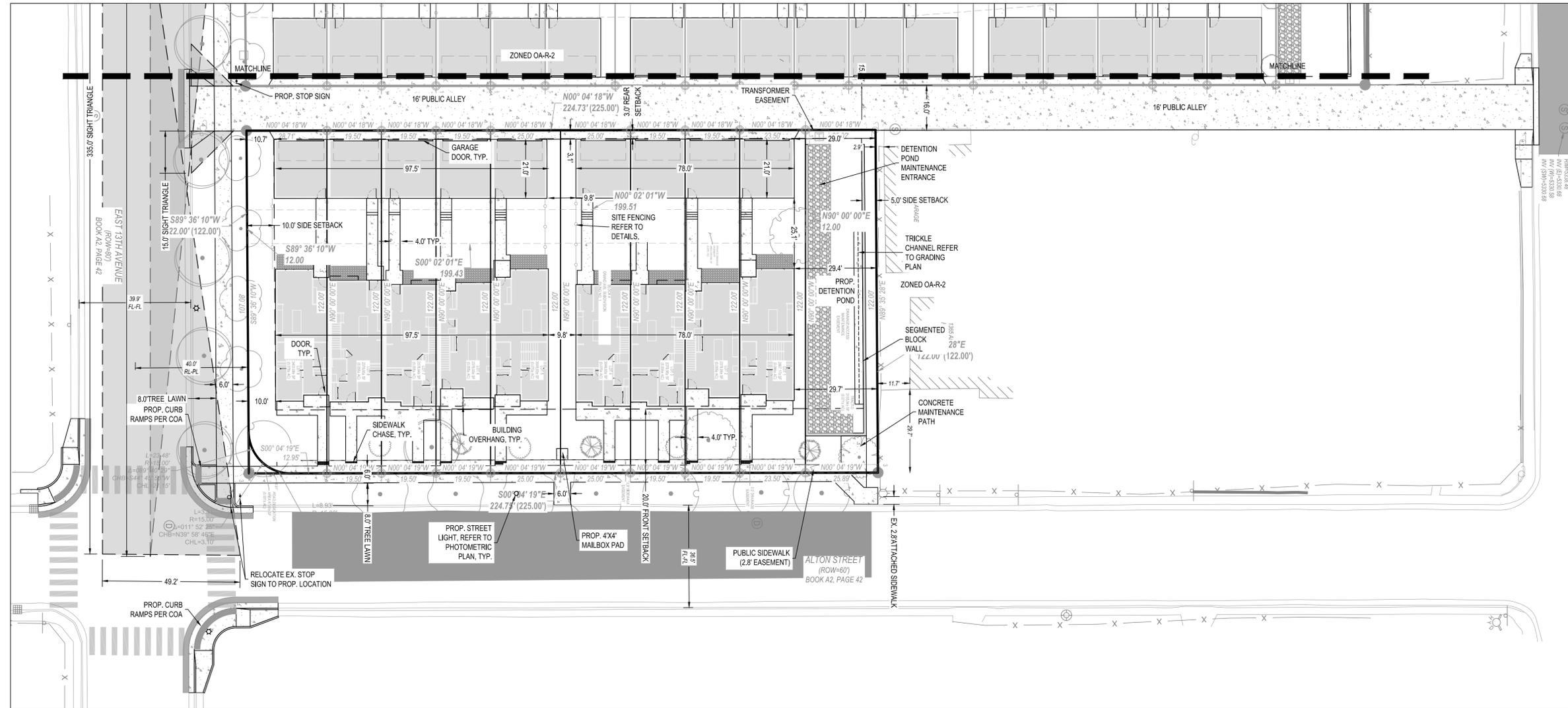
SITE C SITE PLAN

5

SHEET 5

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



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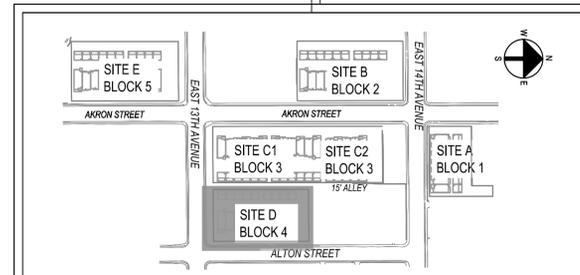
GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137

SHEET NOTES:
1. REFER TO PHOTOMETRIC PLANS FOR STREET LIGHTING INFORMATION. STREET LIGHT LOCATIONS SHOWN HEREIN ARE CONCEPTUAL ONLY.

LEGEND:

	CONCRETE CURB AND GUTTER		PROP. PROPERTY LINE
	SITE WALL		PROP. SIDEWALK EASEMENT
	SITE WALL / RAILING		PROP. PRIVATE DRAINAGE EASEMENT
	SIDEWALK CHASE / TRENCH DRAIN		PROP. ACCESS TRACT
	ADA DETECTIBLE WARNING TILES		PROP. ELECTRICAL EASEMENT
	SITE SIGNAGE		BUILDING
	TRANSFORMER		CONCRETE PAVEMENT AND BASE
	SITE FENCING		DETENTION POND MAINTENANCE PATH
	STREET LIGHTING, REFER TO PHOTOMETRIC		ASPHALT / STREET PAVEMENT AND BASE

KEY PLAN (SCALE 1" = 200')



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3.	3.24.22	SITE PLAN R2
4.	5.18.22	SITE PLAN R3
5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

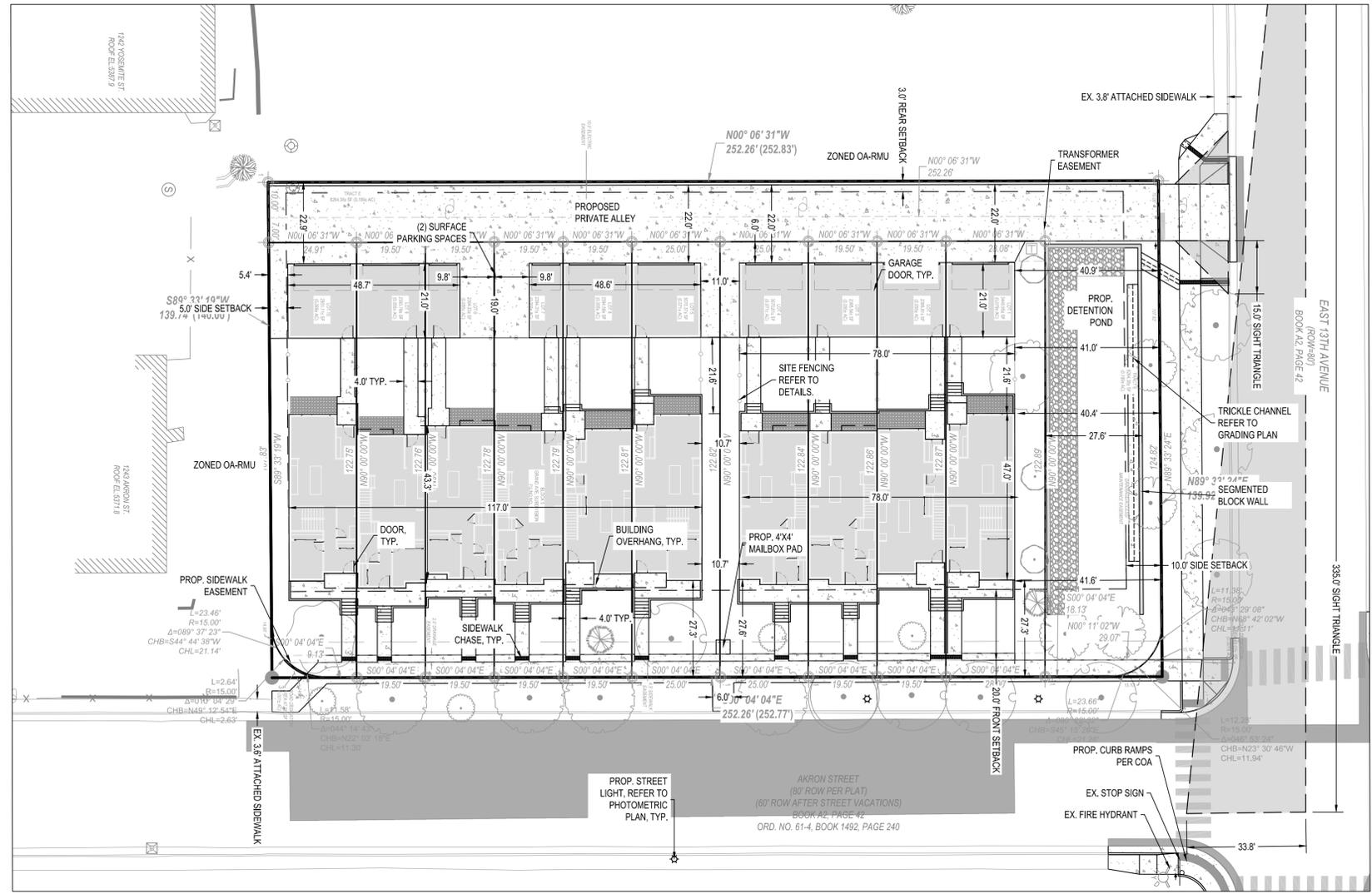
SITE D SITE PLAN

6

SHEET 6

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



- SHEET NOTES:**
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 - REFER TO PHOTOMETRIC PLANS FOR STREET LIGHTING INFORMATION. STREET LIGHT LOCATIONS SHOWN HEREIN ARE CONCEPTUAL ONLY.

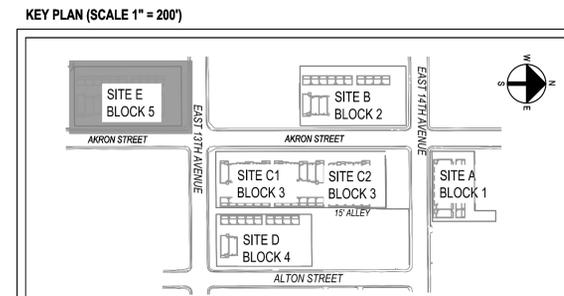
LEGEND:

- PROP. PROPERTY LINE
- PROP. SIDEWALK EASEMENT
- PROP. PRIVATE DRAINAGE EASEMENT
- PROP. ACCESS TRACT
- PROP. ELECTRICAL EASEMENT
- BUILDING
- CONCRETE PAVEMENT AND BASE
- DETENTION POND MAINTENANCE PATH
- ASPHALT / STREET PAVEMENT AND BASE
- CONCRETE CURB AND GUTTER
- SITE WALL
- SITE WALL / RAILING
- SIDEWALK CHASE / TRENCH DRAIN
- ADA DETECTIBLE WARNING TILES
- SITE SIGNAGE
- TRANSFORMER
- SITE FENCING
- STREET LIGHTING, REFER TO PHOTOMETRIC

ISSUANCE:

NO.	DATE	ISSUE
1.	10.29.21	SITE PLAN
2.	1.21.22	SITE PLAN R1
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GRAND AVE
SITE PLAN WITH ADJUSTMENT
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21-137

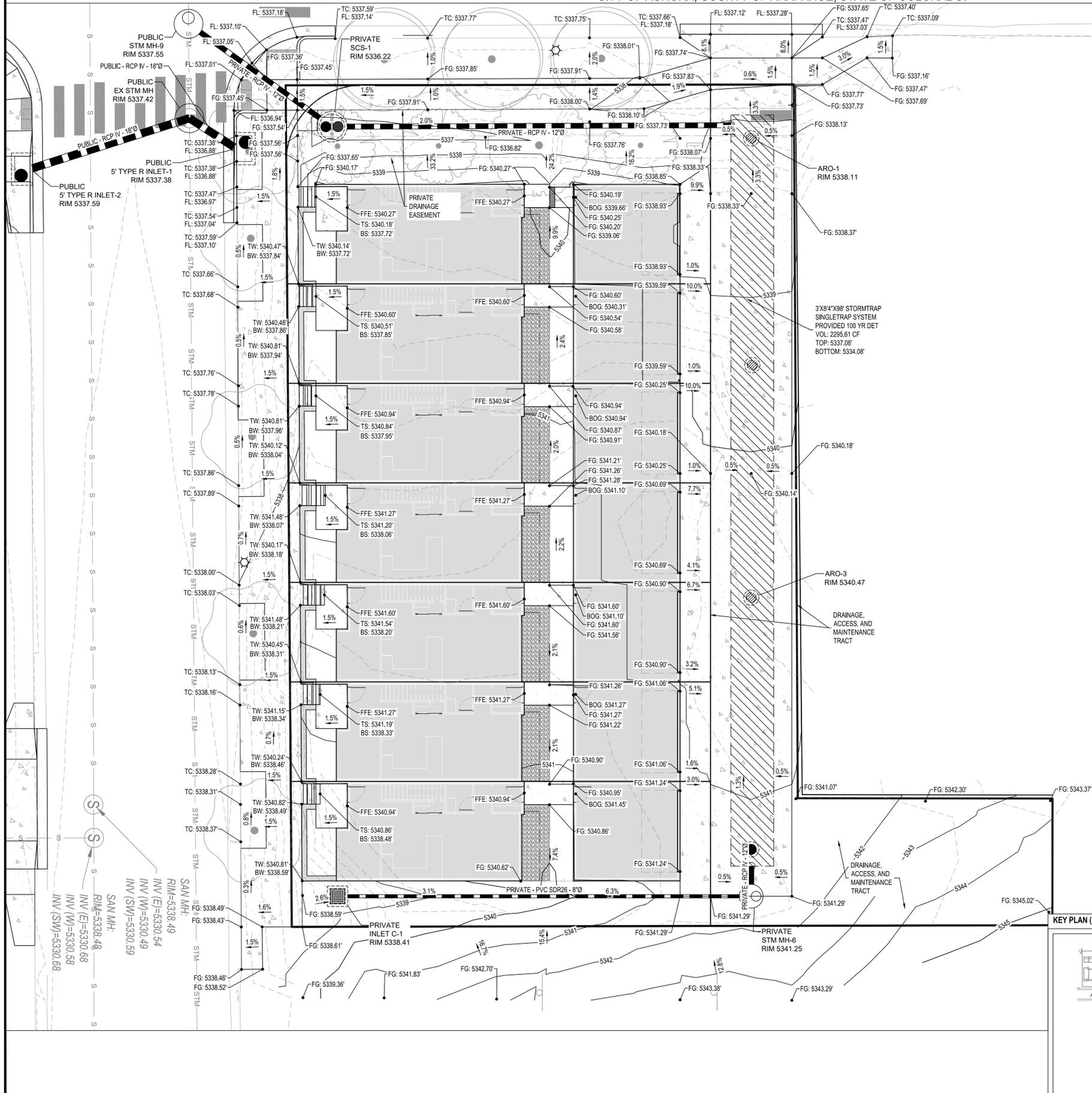
SITE E SITE PLAN

7

SHEET 7

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



PRELIMINARY DRAINAGE PLAN NOTES:

1. BENCHMARK ELEVATIONS ARE BASED ON COA BENCHMARK 01-031. 3" DIAM. BRASS CAP SET IN TOP CURB BETWEEN 1ST & 2ND OF SIX STORM INLETS IN THE E CURB OF YOSEMITE ST, 100'+ S OF COLFAX AVE.. ELEVATION = 5331.783 (NAVD88).
2. IF THE DRIVEWAY GRADE EXCEEDS 10%, THERE SHALL BE AN ACCOMPANYING PEDESTRIAN WALK TO THE MAIN ENTRY WITH A MAXIMUM GRADE OF 10%.
3. ALL STORM INFRASTRUCTURE ON SITE IS PRIVATE AND WILL BE MAINTAINED BY A PARTY WALL AGREEMENT.
4. MINIMUM REQUIRED SLOPE AWAY FROM BUILDINGS IS 5% FOR 1' FOR LANDSCAPE AREA, 2% FOR IMPERVIOUS AREAS.
5. FUTURE ADJACENT DEVELOPMENT TO PROVIDE SURFACE CONVEYANCE FOR EMERGENCY OVERFLOWS FOR SUMP INLETS.
6. 1' MIN FREEBOARD REQUIRED BETWEEN ALL OVERFLOW WSELS AND FUTURE BUILDING FFEs AT EACH SUMP INLET AND STORMWATER DETENTION FACILITIES.
7. ALL PRIVATE STORM PIPING HAS BEEN DESIGNED TO CONVEY THE 100 YEAR STORM.

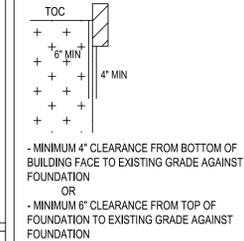
LEGEND

- PROP. PROPERTY LINE
- - - PROP. SIDEWALK EASEMENT
- - - PROP. PRIVATE DRAINAGE EASEMENT
- - - PROP. ACCESS TRACT
- 5342 PROP. CONTOUR
- 0.5% SLOPE ARROW
- 5342 EXISTING CONTOUR
- [Hatched Box] SUBSURFACE DETENTION TANK
- [Thick Line] STORM PIPE
- [Circle with Center] 5'Ø / 4'Ø MANHOLE (MH)
- [Circle with Center and Dashed] STORMWATER CONTROL STRUCTURE (SCS)
- [Square with Center] TYPE C INLET
- [Circle with Center and Dashed] TYPE R INLET
- [Circle with Center and Dashed] ACCESS RISER

ABBREVIATION LEGEND

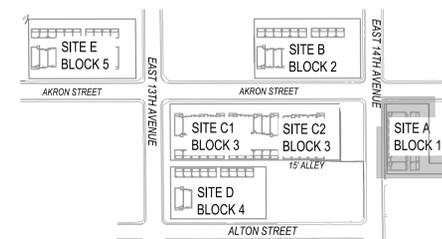
- FG: FINISHED GRADE
- EG: EXISTING GRADE
- FL: FLOW LINE
- TC: TOP OF CURB
- BC: BOTTOM OF CURB
- BS: BOTTOM OF STEP
- TS: TOP OF STEP
- TW: TOP OF WALL
- BW: BOTTOM OF WALL
- BOG: BACK OF GARAGE
- FFE: FINISHED FLOOR ELEVATION

FOUNDATION DETAIL



ALL PLANIMETRIC LINWORK THAT IS FADED BACK SHOWN HEREIN INDICATES AN EXISTING FEATURE (IMPROVEMENT, TOPOGRAPHY, UTILITY, ETC.). ALL PLANIMETRIC TEXT THAT IS FADED BACK AND ITALICIZED SHOWN HEREIN INDICATES A CALLOUT TO AN EXISTING FEATURE.

KEY PLAN (SCALE 1" = 200')



ARCHITECT / DEVELOPER



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DYNAMIC MEP CONSULTING ENGINEERS
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(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

ISSUANCE:

NO.	DATE	ISSUE
1.	10.29.21	SITE PLAN
2.	1.21.22	SITE PLAN R1
3.	3.24.22	SITE PLAN R2
4.	5.18.22	SITE PLAN R3
5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

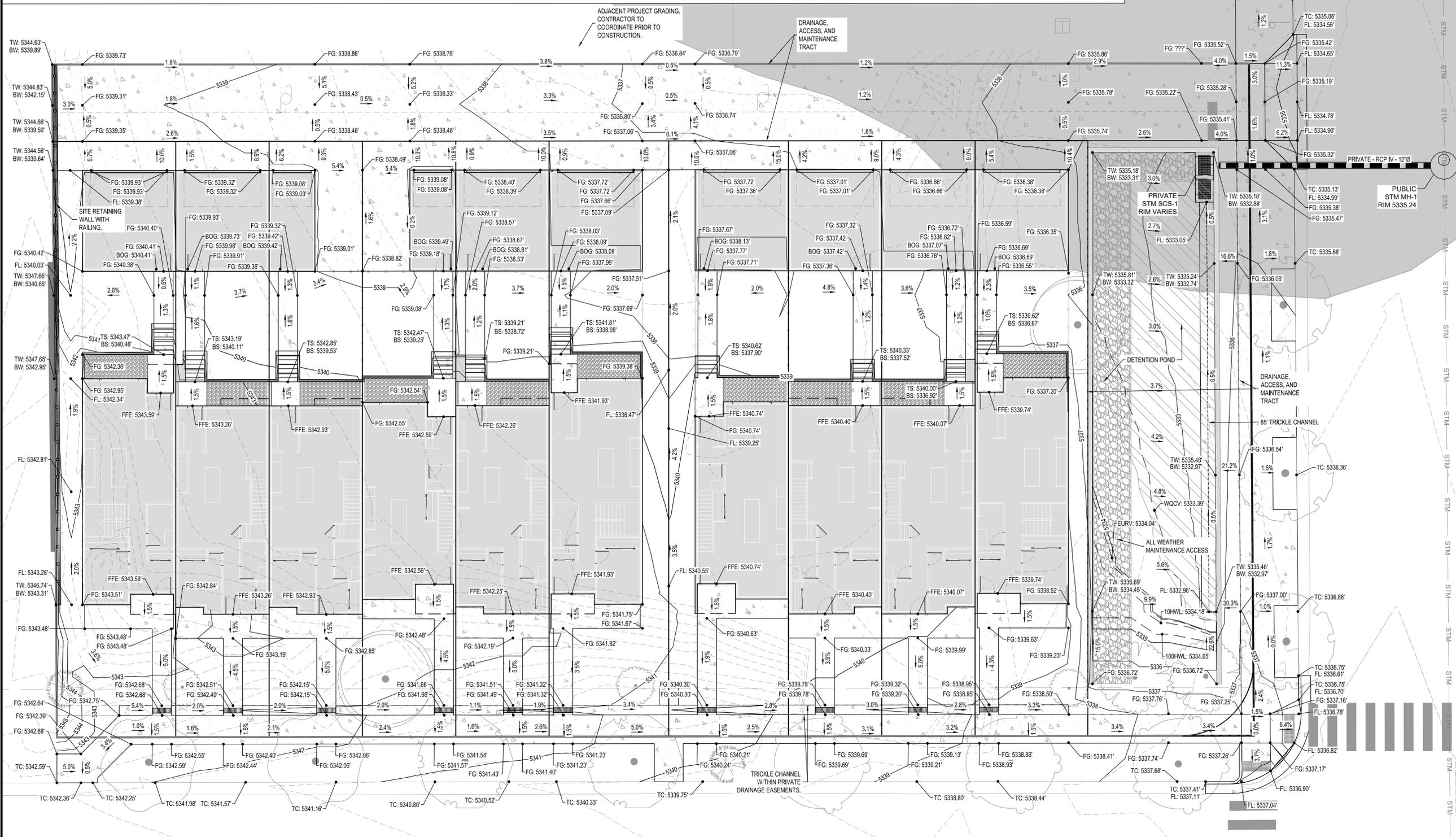
SITE A GRADING PLAN

8

SHEET 8

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



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ELECTRICAL ENGINEER
DACE
DYNAMIC MEP CONSULTING ENGINEERS
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GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137

NO.	DATE	ISSUANCE:	ISSUE
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4.	5.18.22		SITE PLAN R3
5.	8.4.22		SITE PLAN R4

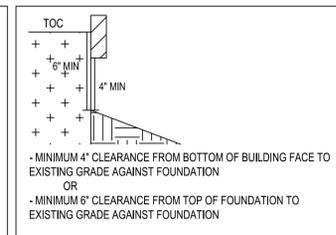
DATE:	10.29.21
DRAWN BY:	RAD
CHECKED BY:	SLR

- PRELIMINARY DRAINAGE PLAN NOTES:**
- BENCHMARK: ELEVATIONS ARE BASED ON COA BENCHMARK 01-031. 3" DIAM. BRASS CAP SET IN TOP CURB BETWEEN 1ST & 2ND OF SIX STORM INLETS IN THE E CURB OF YOSEMITE ST, 100' +/- S OF COLFAX AVE., ELEVATION = 5331.783 (NAVD88).
 - IF THE DRIVEWAY GRADE EXCEEDS 10%, THERE SHALL BE AN ACCOMPANYING PEDESTRIAN WALK TO THE MAIN ENTRY WITH A MAXIMUM GRADE OF 10%.
 - ALL STORM INFRASTRUCTURE ON SITE IS PRIVATE AND WILL BE MAINTAINED BY A PARTY WALL AGREEMENT.
 - MINIMUM REQUIRED SLOPE AWAY FROM BUILDINGS IS 5% FOR 10' FOR LANDSCAPE AREA, 2% FOR IMPERVIOUS AREAS.
 - FUTURE ADJACENT DEVELOPMENT TO PROVIDE SURFACE CONVEYANCE FOR EMERGENCY OVERFLOWS FOR SUMP INLETS.
 - 1" MIN FREEBOARD REQUIRED BETWEEN ALL OVERFLOW WESELS AND FUTURE BUILDING FFEs AT EACH SUMP INLET AND STORMWATER DETENTION FACILITIES.
 - ALL PRIVATE STORM PIPING HAS BEEN DESIGNED TO CONVEY THE 100 YEAR STORM.

LEGEND

—	PROP. PROPERTY LINE	— 5342	PROP. CONTOUR	—	STORM PIPE
—	PROP. SIDEWALK EASEMENT	0.5%	SLOPE ARROW	—	5'Ø / 4'Ø MANHOLE (MH)
—	PROP. PRIVATE DRAINAGE EASEMENT	— 5342	EXISTING CONTOUR	—	STORMWATER CONTROL STRUCTURE (SCS)
—	PROP. ACCESS TRACT	—	100YR, 10YR, EURV, WQCV WSEL	—	TYPE C INLET
—		—	AREA BELOW BASE FLOOD ELEVATION (5333.6)	—	
—		—	FEMA FLOODPLAIN MAP# 08005C0157K	—	
—		—	DECEMBER 17, 2010	—	
—		—	ZONE X : AREAS OF 0.2% ANNUAL CHANCE FLOOD	—	

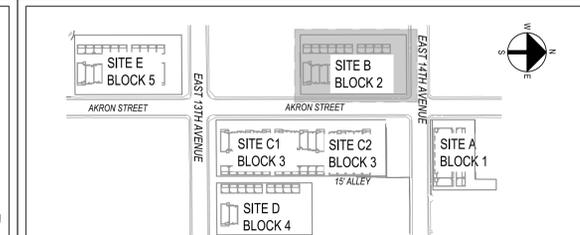
FOUNDATION DETAIL



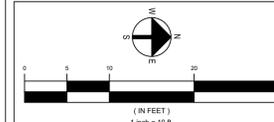
ABBREVIATION LEGEND

- FG: FINISHED GRADE
- EG: EXISTING GRADE
- FL: FLOW LINE
- TC: TOP OF CURB
- BC: BOTTOM OF CURB
- BS: BOTTOM OF STEP
- TS: TOP OF STEP
- TW: TOP OF WALL
- BW: BOTTOM OF WALL
- GB: GRADE BREAK
- GS: GROUND SHOT
- DS: DOWNSPOUT
- HP: HIGH POINT
- LP: LOW POINT
- FFE: FINISHED FLOOR ELEVATION

KEY PLAN (SCALE 1" = 200')



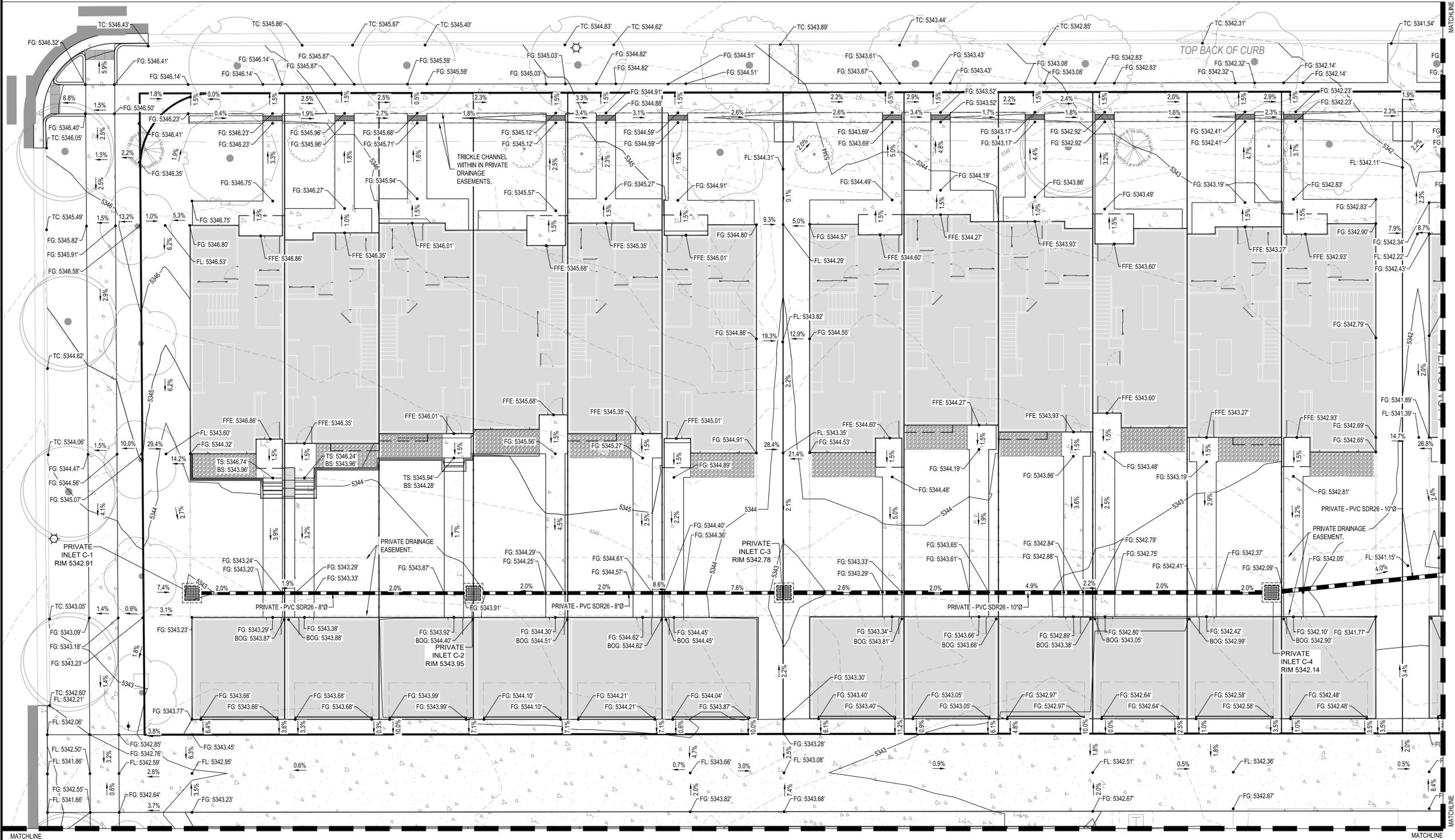
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SITE B GRADING PLAN

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

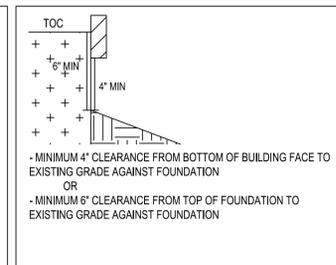


- PRELIMINARY DRAINAGE PLAN NOTES:**
- BENCHMARK: ELEVATIONS ARE BASED ON COA BENCHMARK 01-031, 3" DIAM. BRASS CAP SET IN TOP CURB BETWEEN 1ST & 2ND OF SIX STORM INLETS IN THE E CURB OF YOSEMITE ST., 100%+/- S OF COLFAX AVE. ELEVATION = 5331.783 (NAVD98).
 - IF THE DRIVEWAY GRADE EXCEEDS 10%, THERE SHALL BE AN ACCOMPANYING PEDESTRIAN WALK TO THE MAIN ENTRY WITH A MAXIMUM GRADE OF 10%.
 - ALL STORM INFRASTRUCTURE ON-SITE IS PRIVATE AND WILL BE MAINTAINED BY A PARTY WALL AGREEMENT.
 - MINIMUM REQUIRED SLOPE AWAY FROM BUILDINGS IS 5% FOR 10' FOR LANDSCAPE AREA, 2% FOR IMPERVIOUS AREAS.
 - FUTURE ADJACENT DEVELOPMENT TO PROVIDE SURFACE CONVEYANCE FOR EMERGENCY OVERFLOWS FOR SUMP INLETS.
 - 1" MIN FREEBOARD REQUIRED BETWEEN ALL OVERFLOW WELLS AND FUTURE BUILDING FFES AT EACH SUMP INLET AND STORMWATER DETENTION FACILITIES.
 - ALL PRIVATE STORM PIPING HAS BEEN DESIGNED TO CONVEY THE 100 YEAR STORM.

LEGEND

—	PROP. PROPERTY LINE	5342	PROP. CONTOUR
- - -	PROP. SIDEWALK EASEMENT	0.5%	SLOPE ARROW
- - -	PROP. PRIVATE DRAINAGE EASEMENT	5342	EXISTING CONTOUR
- - -	PROP. ACCESS TRACT	100YR, 10YR, EURV, WQCV WSEL	

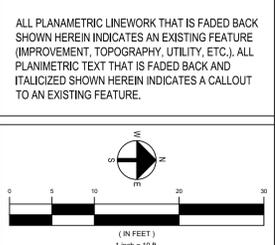
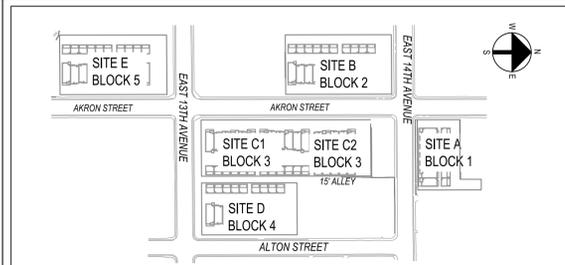
FOUNDATION DETAIL



ABBREVIATION LEGEND

FG	FINISHED GRADE
EG	EXISTING GRADE
FL	FLOW LINE
TC	TOP OF CURB
BC	BOTTOM OF CURB
BS	BOTTOM OF STEP
TS	TOP OF STEP
TW	TOP OF WALL
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GS	GROUND SHOT
DS	DOWNSPOUT
HP	HIGH POINT
LP	LOW POINT
FFE	FINISHED FLOOR ELEVATION

KEY PLAN (SCALE 1" = 200')



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SITE C1 GRADING PLAN

10

SHEET 10

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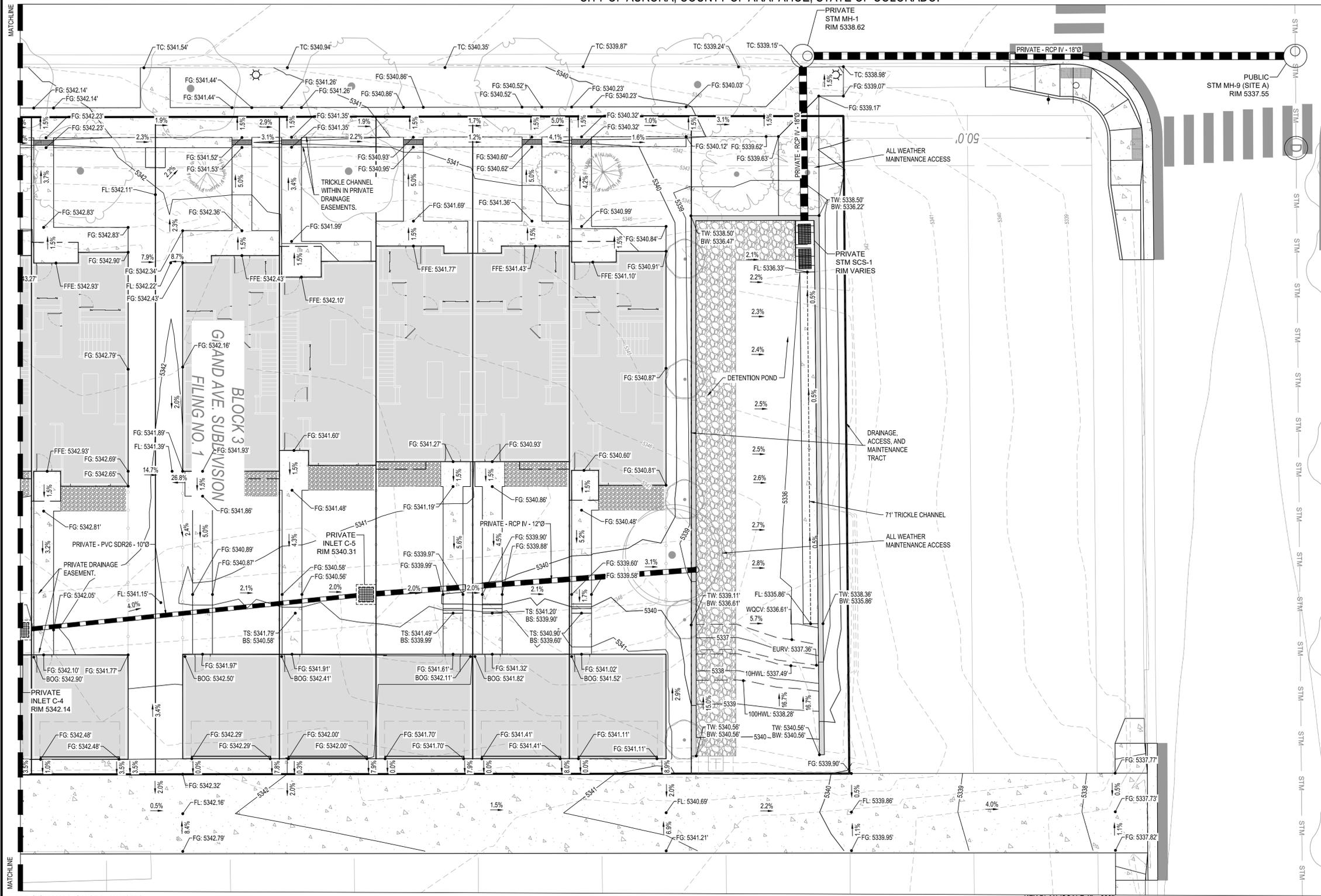
GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
21-137

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4.	5.18.22		SITE PLAN R3
5.	8.4.22		SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



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 LAKEWOOD, CO 80215
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GRAND AVE
 SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF
 ARAPAHOE, STATE OF COLORADO
 21-137

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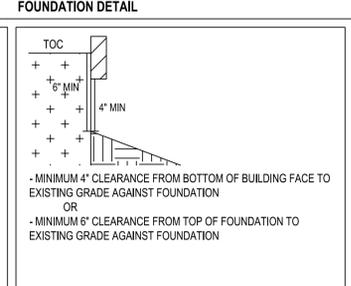
SITE C2 GRADING PLAN

11
 SHEET 11

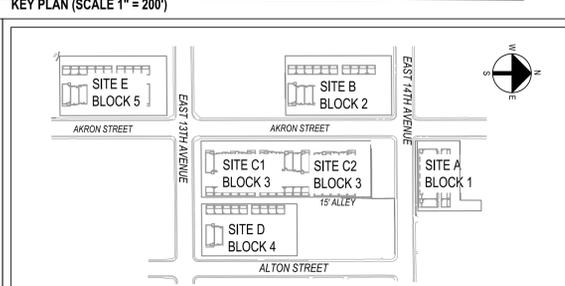
- PRELIMINARY DRAINAGE PLAN NOTES:**
- BENCHMARK: ELEVATIONS ARE BASED ON COA BENCHMARK 01-031, 3" DIA. BRASS CAP SET IN TOP CURB BETWEEN 1ST & 2ND OF SIX STORM INLETS IN THE E CURB OF YOSEMITE ST, 100'+- S OF COLFAX AVE. ELEVATION = 5331.783 (NAVD88).
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 - ALL PRIVATE STORM PIPING HAS BEEN DESIGNED TO CONVEY THE 100 YEAR STORM.

LEGEND

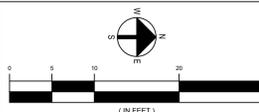
	PROP. PROPERTY LINE		PROP. CONTOUR		STORM PIPE
	PROP. SIDEWALK EASEMENT		SLOPE ARROW		5'0" / 4'0" MANHOLE (MH)
	PROP. PRIVATE DRAINAGE EASEMENT		EXISTING CONTOUR		STORMWATER CONTROL STRUCTURE (SCS)
	PROP. PRIVATE DRAINAGE EASEMENT		100YR, 10YR, EURV, WQCV WSEL		TYPE C INLET



- ABBREVIATION LEGEND**
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 - EG: EXISTING GRADE
 - FL: FLOW LINE
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GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

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LANDSCAPE ARCHITECT



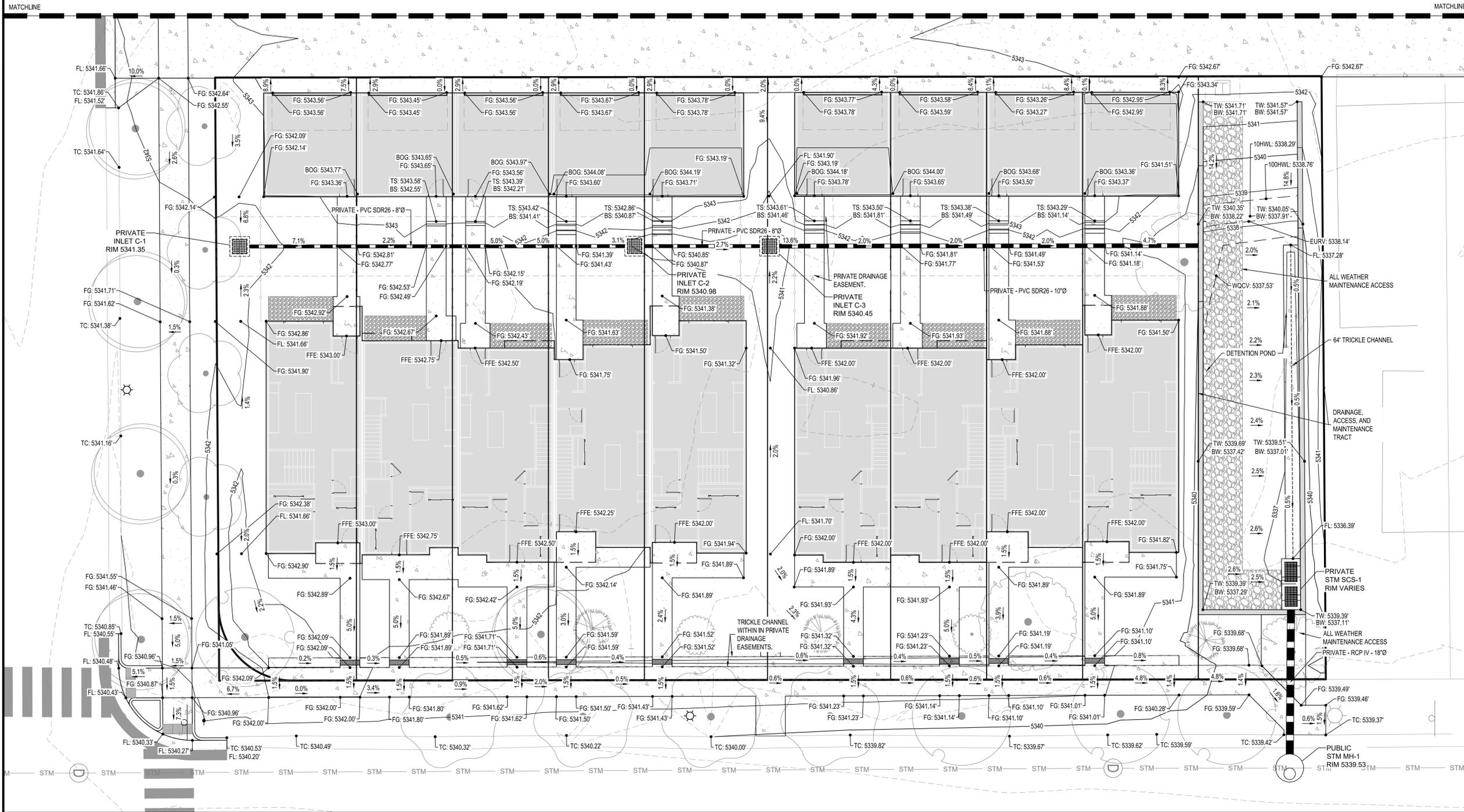
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ELECTRICAL ENGINEER



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GRAND AVE
 SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF
 ARAPAHOE, STATE OF COLORADO
 21-137

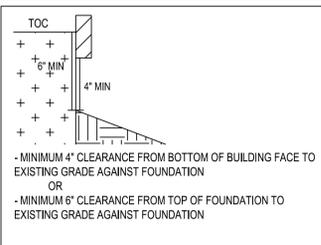


- PRELIMINARY DRAINAGE PLAN NOTES:**
- BENCHMARK: ELEVATIONS ARE BASED ON COA BENCHMARK 01-031. 3" DIAM. BRASS CAP SET IN TOP CURB BETWEEN 1ST & 2ND OF SIX STORM INLETS IN THE E CURB OF YOSEMITE ST, 100'+ S OF COLFAX AVE. (ELEVATION = 5331.783 (NAVD8)).
 - IF THE DRIVEWAY GRADE EXCEEDS 10%, THERE SHALL BE AN ACCOMPANYING PEDESTRIAN WALK TO THE MAIN ENTRY WITH A MAXIMUM GRADE OF 10%.
 - ALL STORM INFRASTRUCTURE ON SITE IS PRIVATE AND WILL BE MAINTAINED BY A PARTY WALL AGREEMENT.
 - MINIMUM REQUIRED SLOPE AWAY FROM BUILDINGS IS 5% FOR 10' FOR LANDSCAPE AREA, 2% FOR IMPERVIOUS AREAS.
 - FUTURE ADJACENT DEVELOPMENT TO PROVIDE SURFACE CONVEYANCE FOR EMERGENCY OVERFLOWS FOR SUMP INLETS.
 - 1' MIN FREEBOARD REQUIRED BETWEEN ALL OVERFLOW WSELS AND FUTURE BUILDING FFEs AT EACH SUMP INLET AND STORMWATER DETENTION FACILITIES.
 - ALL PRIVATE STORM PIPING HAS BEEN DESIGNED TO CONVEY THE 100 YEAR STORM. INLET C-3 AND DOWNSTREAM PIPING HAS BEEN DESIGNED FOR 50% CLOGGING AND 2X THE 100 YEAR STORM.

LEGEND

— 5342 —	PROP. PROPERTY LINE	— 5342 —	PROP. CONTOUR
- - - 0.5% - - -	PROP. SIDEWALK EASEMENT	▲	SLOPE ARROW
- - - 5342 - - -	PROP. PRIVATE DRAINAGE EASEMENT	- - - 5341 - - -	EXISTING CONTOUR
- - - - -	PROP. ACCESS TRACT	— 100YR, 10YR, EURV, WQCV WSEL	
— 5" / 4" —	STORM PIPE	○	TYPE C INLET
○	5" / 4" MANHOLE (MH)	□	STORMWATER CONTROL STRUCTURE (SCS)

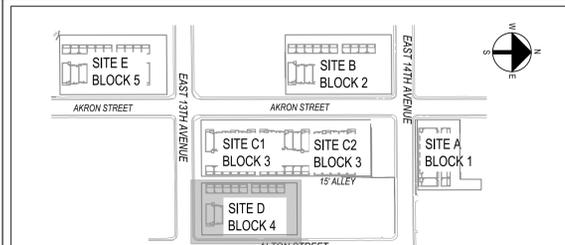
FOUNDATION DETAIL



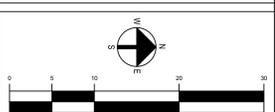
ABBREVIATION LEGEND

FG	FINISHED GRADE
EG	EXISTING GRADE
FL	FLOW LINE
TC	TOP OF CURB
BC	BOTTOM OF CURB
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TS	TOP OF STEP
TW	TOP OF WALL
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GB	GRADE BREAK
GS	GROUND SHOT
DS	DOWNSPOUT
HP	HIGH POINT
LP	LOW POINT
FFE	FINISHED FLOOR ELEVATION

KEY PLAN (SCALE 1" = 200')



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ISSUANCE:

NO.	DATE	ISSUE
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4.	5.18.22	SITE PLAN R3
5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

SITE D GRADING PLAN

12

SHEET 12

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

TOTAL FIRE FLOW REQUIRED FOR THIS SITE IS 1,500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE
THIS FLOW MUST BE PROVIDED FROM A MINIMUM OF 1 FIRE HYDRANTS
INDIVIDUALLY, EACH FIRE HYDRANT MUST SUPPLY 1500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE

CODE USED FOR ANALYSIS: 2015 IRC WITH LOCAL AMENDMENTS
OCCUPANCY GROUP(S): R3
CONSTRUCTION TYPE(S): R3
FIRE FLOW CALCULATION AREA: 1796 SF
THIS BUILDING IS NOT FULLY SPRINKLERED
*ASSUMES ALL PARTY WALLS ARE CLASSIFIED AS DIVISION WALLS

ARCHITECT / DEVELOPER



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LANDSCAPE ARCHITECT



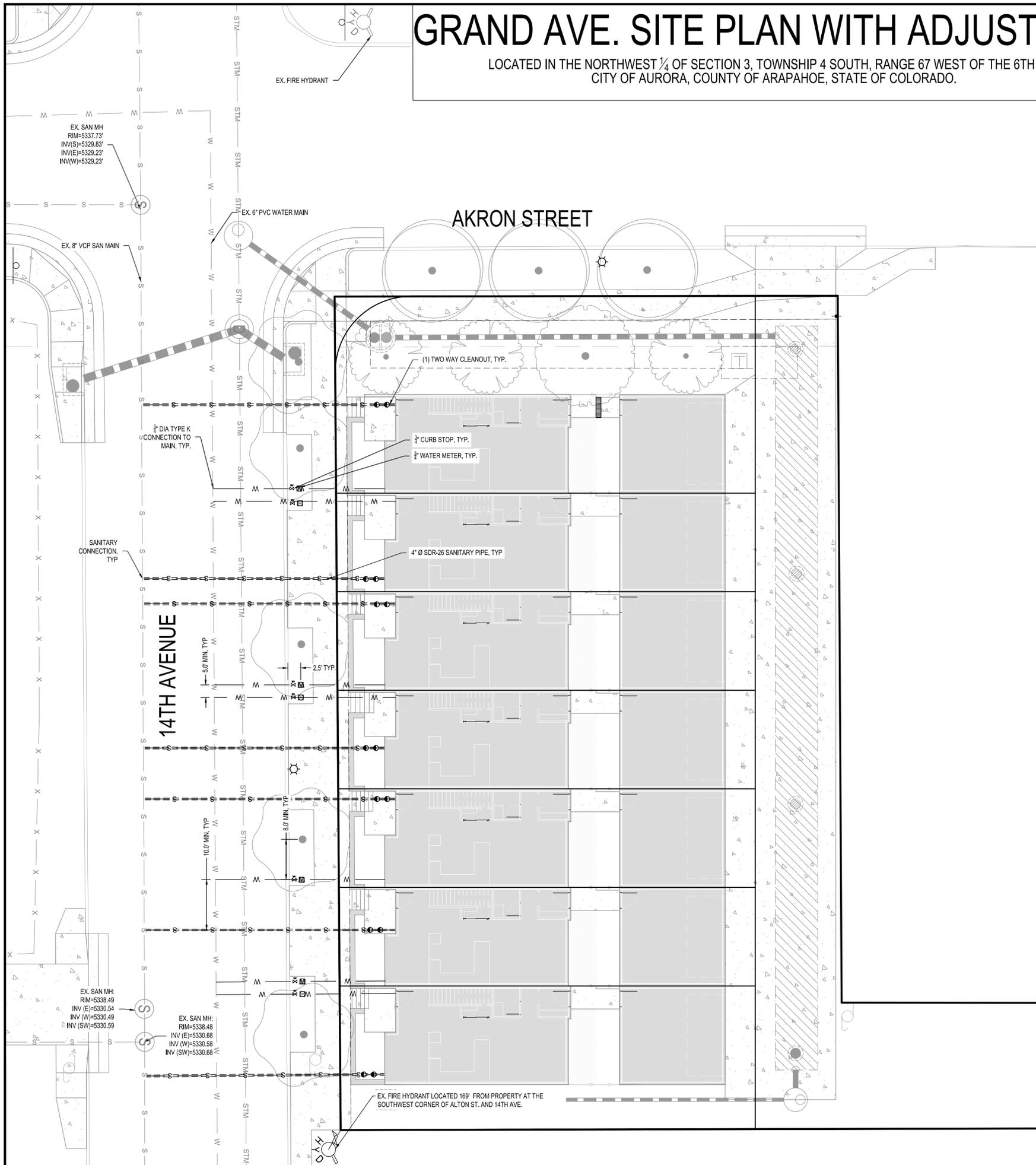
767 SANTA FE DRIVE
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ELECTRICAL ENGINEER



DYNAMIC MEP CONSULTING ENGINEERS
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(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137



- GENERAL NOTES:**
1. LIGHT LOCATIONS ARE CONCEPTUAL. FINAL LIGHT LOCATIONS WILL BE DETERMINED WITH PHOTOMETRIC ANALYSIS SUBMITTED WITH THE LIGHTING PLANS IN THE CIVIL PLAN SUBMITTAL.
 2. ALL STORM INFRASTRUCTURE ONSITE IS PRIVATE AND WILL BE MAINTAINED BY A PARTY WALL AGREEMENT.

LEGEND:

	PROP. PROPERTY LINE
	PROP. SIDEWALK EASEMENT
	PROP. PRIVATE DRAINAGE EASEMENT
	PROP. ACCESS TRACT
	PROP. ELECTRICAL EASEMENT
	SANITARY PIPE
	4" MANHOLE (MH)
	TWO WAY CLEAN OUT
	WATER METER
	WATER LINE VALVE
	WATER SERVICE LINE
	ELEC LINE

ISSUANCE:

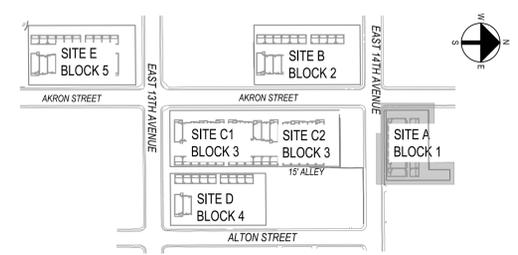
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DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

SITE A UTILITY PLAN

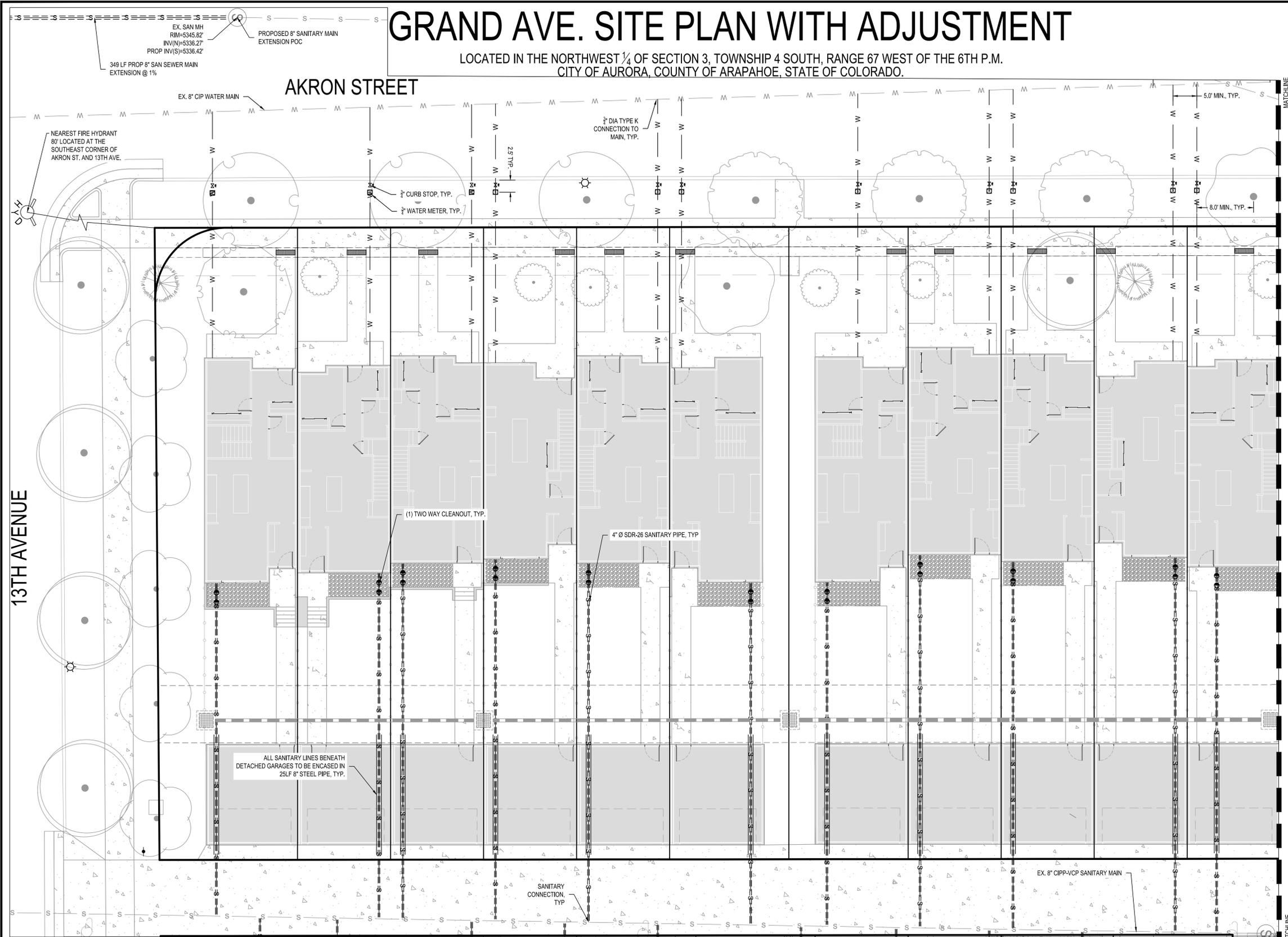
14
SHEET 14

KEY PLAN (SCALE 1" = 200')



GRAND AVE. SITE PLAN WITH ADJUSTMENT

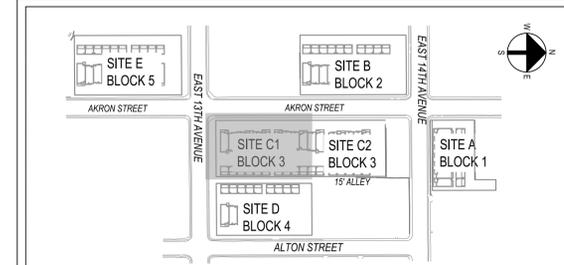
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CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



13TH AVENUE

AKRON STREET

KEY PLAN (SCALE 1" = 200')

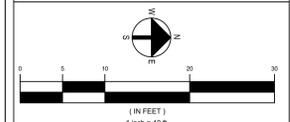


- GENERAL NOTES:**
- ALL STORM INFRASTRUCTURE ONSITE IS PRIVATE AND WILL BE MAINTAINED BY A PARTY WALL AGREEMENT.
 - LIGHT LOCATIONS ARE CONCEPTUAL. FINAL LIGHT LOCATIONS WILL BE DETERMINED WITH PHOTOMETRIC ANALYSIS SUBMITTED WITH THE LIGHTING PLANS IN THE CIVIL PLAN SUBMITTAL.

LEGEND:

	PROP. PROPERTY LINE
	PROP. SIDEWALK EASEMENT
	PROP. PRIVATE DRAINAGE EASEMENT
	PROP. ACCESS TRACT
	PROP. ELECTRICAL EASEMENT
	SANITARY PIPE
	4'Ø MANHOLE (MH)
	TWO WAY CLEAN OUT
	WATER METER
	WATER LINE VALVE
	WATER SERVICE LINE
	ELEC LINE

ALL PLANIMETRIC LINENWORK THAT IS FADED BACK SHOWN HEREIN INDICATES AN EXISTING FEATURE (IMPROVEMENT, TOPOGRAPHY, UTILITY, ETC.). ALL PLANIMETRIC TEXT THAT IS FADED BACK AND ITALICIZED SHOWN HEREIN INDICATES A CALLOUT TO AN EXISTING FEATURE.



TOTAL FIRE FLOW REQUIRED FOR THIS SITE IS 1,500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE. THIS FLOW MUST BE PROVIDED FROM A MINIMUM OF 1 FIRE HYDRANTS INDIVIDUALLY, EACH FIRE HYDRANT MUST SUPPLY 1500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE.

CODE USED FOR ANALYSIS: 2015 IRC WITH LOCAL AMENDMENTS
OCCUPANCY GROUP(S): R3
CONSTRUCTION TYPE(S): R3
FIRE FLOW CALCULATION AREA: 1796 SF
THIS BUILDING IS NOT FULLY SPRINKLERED
*ASSUMES ALL PARTY WALLS ARE CLASSIFIED AS DIVISION WALLS

ARCHITECT / DEVELOPER
redT
1335 S. INCA ST.
DENVER, CO 80223
(303)997-4001
CIVIL ENGINEER / SURVEYOR

LAND CONSULTANTS
ALTITUDE
3461 RINGSBY CT, SUITE 125
DENVER, CO 80216
720.594.9494
INFO@ALTITUDELANDCO.COM
WWW.ALTITUDELANDCO.COM

LANDSCAPE ARCHITECT
PLANWEST
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DENVER, CO 80204
(303)741-1411

ELECTRICAL ENGINEER
DACE
DYNAMIC MEP CONSULTING ENGINEERS
1480 HOYT STREET SUITE 200
LAKEWOOD, CO 80215
(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
21-137

ISSUANCE:

NO.	DATE	ISSUE
1.	10.29.21	SITE PLAN
2.	1.21.22	SITE PLAN R1
3.	3.24.22	SITE PLAN R2
4.	5.18.22	SITE PLAN R3
5.	8.4.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

SITE C1
UTILITY PLAN

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

TOTAL FIRE FLOW REQUIRED FOR THIS SITE IS 1,500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE
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OCCUPANCY GROUP(S): R3
CONSTRUCTION TYPE(S): R3
FIRE FLOW CALCULATION AREA: 1796 SF
THIS BUILDING IS NOT FULLY SPRINKLERED
*ASSUMES ALL PARTY WALLS ARE CLASSIFIED AS DIVISION WALLS

GENERAL NOTES:

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ARCHITECT / DEVELOPER



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LANDSCAPE ARCHITECT



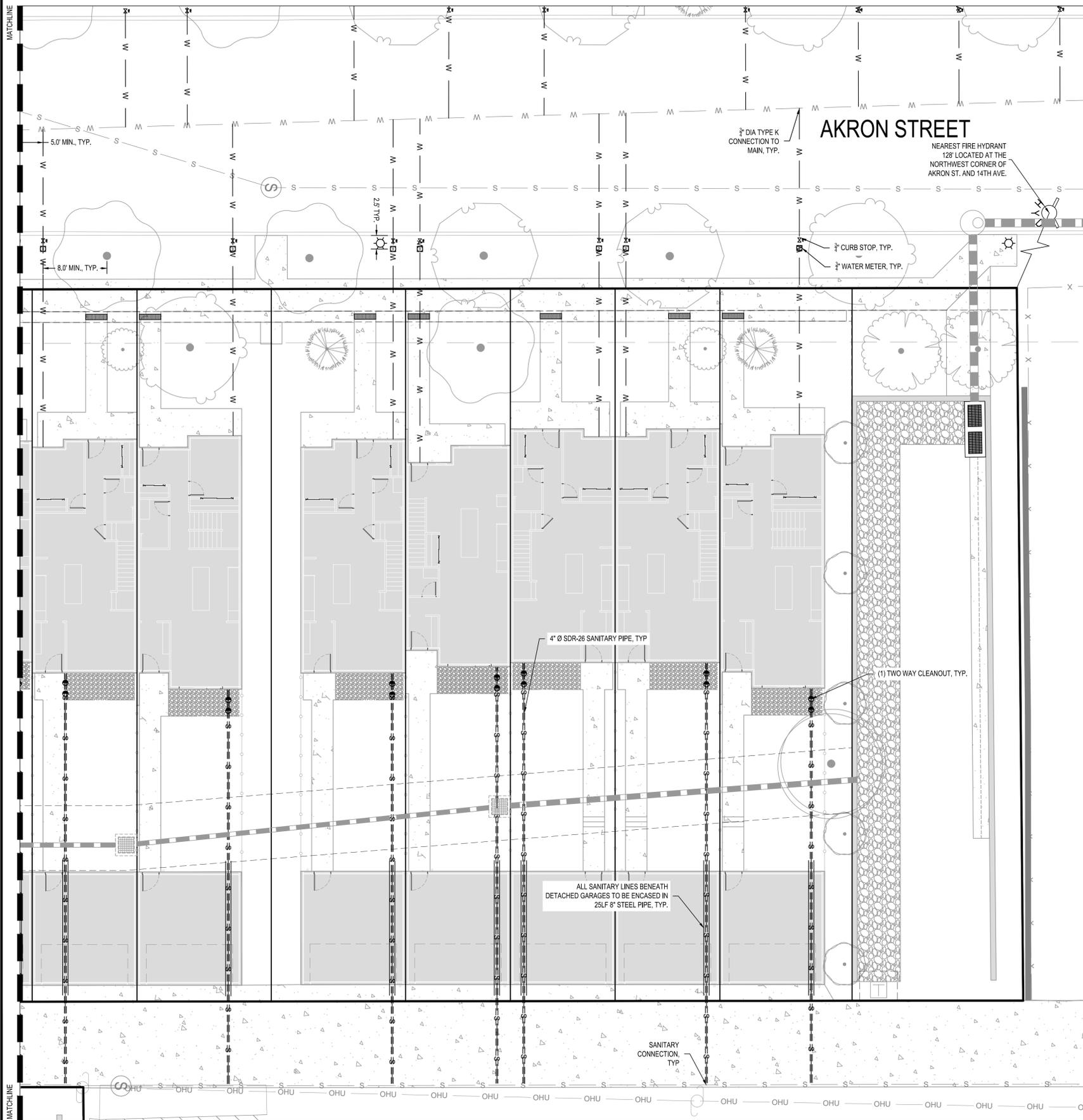
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DENVER, CO 80204
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ELECTRICAL ENGINEER

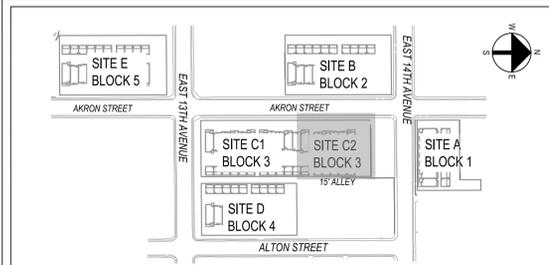


DYNAMIC MEP CONSULTING ENGINEERS
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(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137



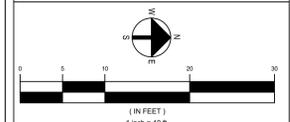
KEY PLAN (SCALE 1" = 200')



LEGEND:

- PROP. PROPERTY LINE
- - - PROP. SIDEWALK EASEMENT
- - - PROP. PRIVATE DRAINAGE EASEMENT
- - - PROP. ACCESS TRACT
- - - PROP. ELECTRICAL EASEMENT
- S — SANITARY PIPE
- 4" MANHOLE (MH)
- TWO WAY CLEAN OUT
- WATER METER
- ✕ WATER LINE VALVE
- W — WATER SERVICE LINE
- E — ELEC LINE

ALL PLANIMETRIC LINWORK THAT IS FADED BACK SHOWN HEREIN INDICATES AN EXISTING FEATURE (IMPROVEMENT, TOPOGRAPHY, UTILITY, ETC.). ALL PLANIMETRIC TEXT THAT IS FADED BACK AND ITALICIZED SHOWN HEREIN INDICATES A CALLOUT TO AN EXISTING FEATURE.



NO.	DATE	ISSUANCE:	ISSUE
1.	10.29.21		SITE PLAN
2.	1.21.22		SITE PLAN R1
3.	3.24.22		SITE PLAN R2
4.	5.18.22		SITE PLAN R3
5.	8.4.22		SITE PLAN R4

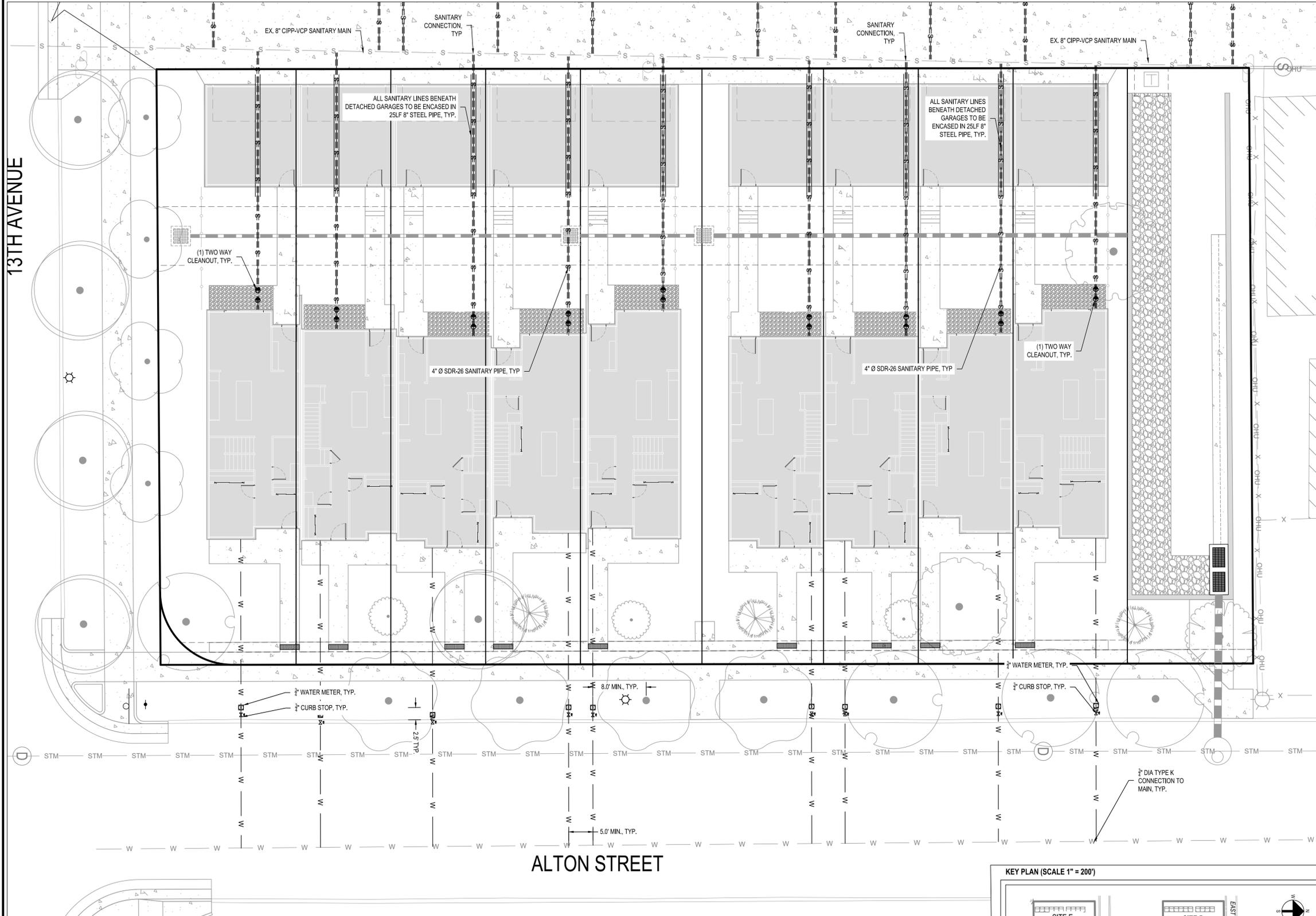
DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

**SITE C2
UTILITY PLAN**

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

- GENERAL NOTES:**
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 2. LIGHT LOCATIONS ARE CONCEPTUAL. FINAL LIGHT LOCATIONS WILL BE DETERMINED WITH PHOTOMETRIC ANALYSIS SUBMITTED WITH THE LIGHTING PLANS IN THE CIVIL PLAN SUBMITTAL.



LEGEND:

- PROP. PROPERTY LINE
- - - PROP. SIDEWALK EASEMENT
- - - PROP. PRIVATE DRAINAGE EASEMENT
- - - PROP. ACCESS TRACT
- - - PROP. ELECTRICAL EASEMENT
- S — SANITARY PIPE
- 4"Ø MANHOLE (MH)
- TWO WAY CLEAN OUT
- WATER METER
- ✕ WATER LINE VALVE
- W — WATER SERVICE LINE
- E — ELEC LINE

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GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
21-137

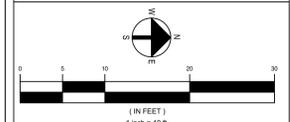
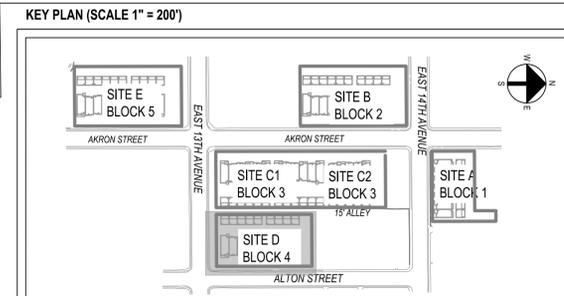
NO.	DATE	ISSUANCE:	ISSUE
1.	10.29.21		SITE PLAN
2.	1.21.22		SITE PLAN R1
3.	3.24.22		SITE PLAN R2
4.	5.18.22		SITE PLAN R3
5.	8.4.22		SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

**SITE D
UTILITY PLAN**

TOTAL FIRE FLOW REQUIRED FOR THIS SITE IS 1500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE
THIS FLOW MUST BE PROVIDED FROM A MINIMUM OF 1 FIRE HYDRANTS
INDIVIDUALLY, EACH FIRE HYDRANT MUST SUPPLY 1500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE

CODE USED FOR ANALYSIS: 2015 IRC WITH LOCAL AMENDMENTS
OCCUPANCY GROUP(S): R3
CONSTRUCTION TYPE(S): R3
FIRE FLOW CALCULATION AREA: 1796 SF
THIS BUILDING IS NOT FULLY SPRINKLERED
*ASSUMES ALL PARTY WALLS ARE CLASSIFIED AS DIVISION WALLS



GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

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ARCHITECT / DEVELOPER



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(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137



LEGEND:

- PROP. PROPERTY LINE
- - - PROP. SIDEWALK EASEMENT
- - - PROP. PRIVATE DRAINAGE EASEMENT
- - - PROP. ACCESS TRACT
- - - PROP. ELECTRICAL EASEMENT
- S — SANITARY PIPE
- 4'Ø MANHOLE (MH)
- TWO WAY CLEAN OUT
- WATER METER
- ✕ WATER LINE VALVE
- W — WATER SERVICE LINE
- E — ELEC LINE

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4.	5.18.22		SITE PLAN R3
5.	8.4.22		SITE PLAN R4

DATE: 10.29.21
DRAWN BY: RAD
CHECKED BY: SLR

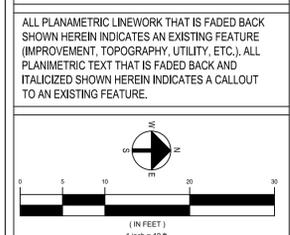
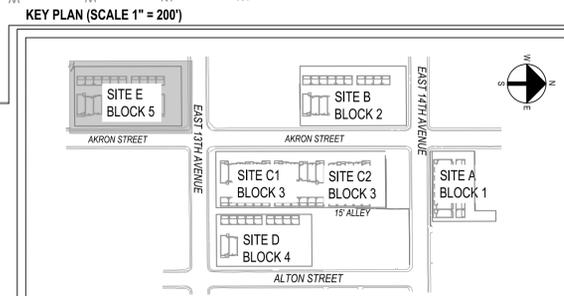
SITE E
UTILITY PLAN

19

SHEET 19

TOTAL FIRE FLOW REQUIRED FOR THIS SITE IS 1,500 GPM MINIMUM AT 20 PSI RESIDUAL PRESSURE
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OCCUPANCY GROUP(S): R3
CONSTRUCTION TYPE(S): R3
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GRAND AVE. SITE PLAN

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN	AVG/MIN
SITE A	+	1.1 FC	3.7 FC	0.0 FC	N/A	N/A
SITE B	+	0.4 FC	2.3 FC	0.0 FC	N/A	N/A
SITE C	+	0.5 FC	2.6 FC	0.0 FC	N/A	N/A
SITE C EAST	◇	0.6 FC	1.2 FC	0.0 FC	N/A	N/A
SITE D	+	0.6 FC	2.5 FC	0.0 FC	N/A	N/A
SITE D WEST	◇	0.6 FC	1.3 FC	0.0 FC	N/A	N/A
SITE E	+	0.4 FC	2.0 FC	0.0 FC	N/A	N/A
STREET	+	1.7 FC	5.8 FC	0.2 FC	29.0:1	8.5:1

SYMBOL	LABEL	QUANTITY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	NUMBER LAMPS	LUMENS PER LAMP	LIGHT LOSS FACTOR	WATTAGE
⬆	A	19	AMERICAN ELECTRIC LIGHTING	125 20S R2 FG HP	125 SERIES 200W HPS TYPE 2 SHORT FULL CUTOFF	1	22000	1	250
⬆	WS1	211	KUZCO LIGHTING	EW71305-BK	WALL MOUNTED	1	111	1	11

CASA EW71305 WALL PROJECT: **WS1**

DESCRIPTION
This family of exterior wall-mounted fixtures is available in a variety of geometric forms: circle, square, and two different rectangular configurations. Light is directed downward from a recess, and the incline allows the glow to radiate gradually. Vanishingly thin and ideal for egress, courtesy, and grace lighting. Optional stone inlays offer additional opportunities for customizing to complement different wall surfaces.

EW71305-BK Black
EW71305-GY Gray

SPECIFICATION DETAILS
* For custom options, consult factory for details.

Fixture Dimensions	W4-1/2" x H4-1/2" x E1"
Light Source	AC LED Module
Wattage	11W
Total Lumens	800lm
Delivered Lumens	BK-136lm; GY-155lm
Voltage	120V
Color Temperature	3000K
CRI (Ra)	90CRI
Optional Color Temps	2700K - 5000K Available. Minimum Order Quantities Apply
LED Rated Life	50,000 hours
Dimming	100% - 10% ELY Dimmer (Not Included)
Glass Details	Frosted Glass
ADA Compliant	Yes
Location	Wet
Compliance	ADA
Warranty	5 Years

COMMENT

KUZCO
19054 28TH AVENUE
SURREY, BC V3Z 6M3
CANADA
WWW.KUZCOLIGHTING.COM

OUTDOOR PHOTOMETRIC REPORT
CATALOG: 125 20S R2 FG HP

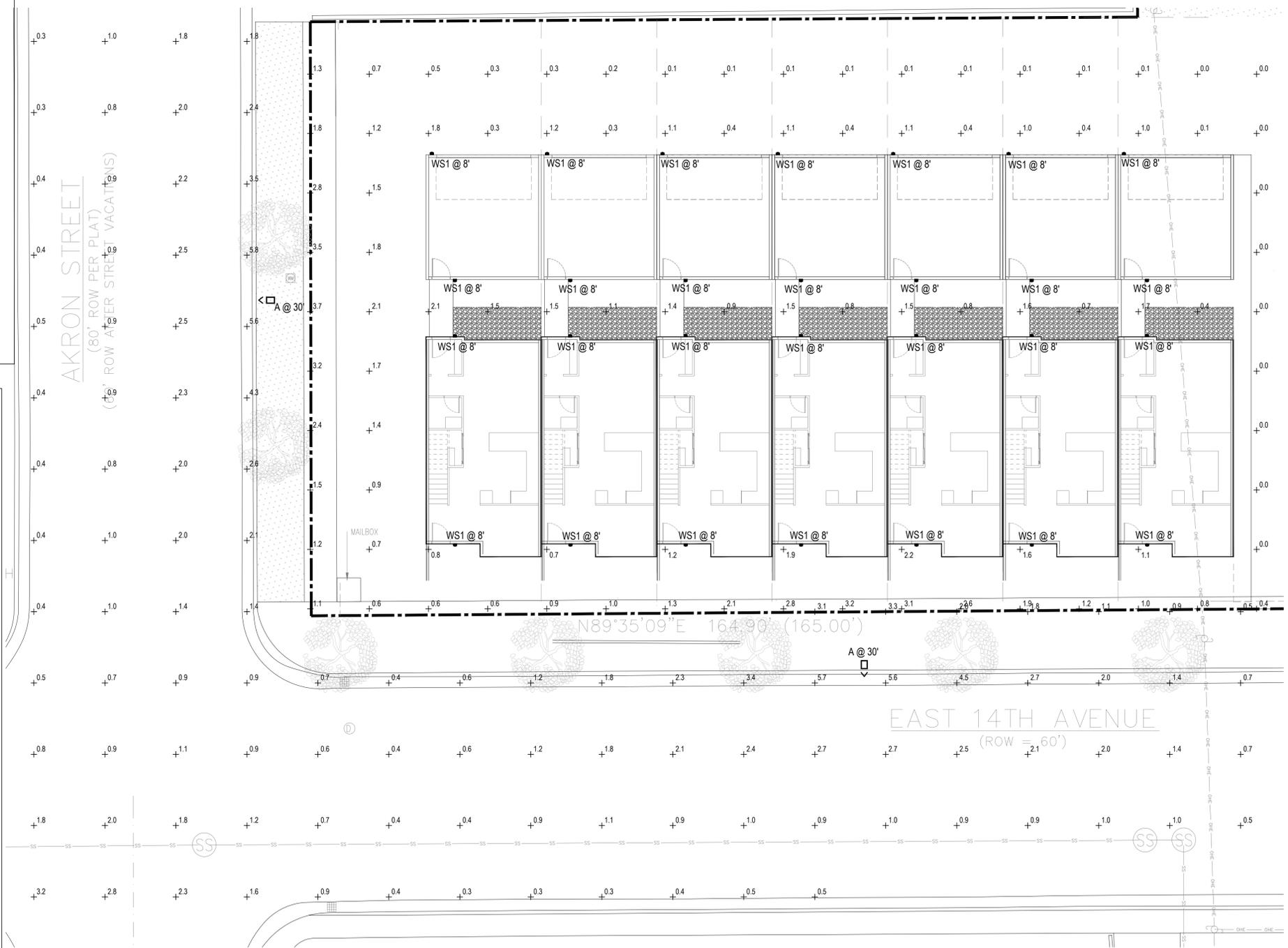
Test #: LTL15269
Test Lab: SCALED PHOTOMETRY
Test Date: 7/13/2006
Catalog: 125 20S R2 FG HP
Description: 125 SERIES 200W HPS TYPE 2 SHORT FULL CUTOFF
Series: Roadway-125
Lamp Catalog: LH400
Lamp: ONE 400-WATT CLEAR ET18 HIGH PRESSURE SODIUM, HORIZONTAL POS.
Lamp Output: 1 lamp, rated Lumens/lamp: 22000
Ballast / Driver: VARIOUS, RACK
Input Wattage: 250
Luminous Opening: Rectangle (L: 15.96", W: 12")
Max Cd: 10,778.7 at Horizontal: 75°, Vertical: 60°
CUTOFF CLASS: Full Cutoff
Roadway Class: SHORT, TYPE II
Efficiency: 72.1%

Polar Candela
180° 170° 160° 150° 140°
130° 120° 110° 100° 90° 80° 70° 60° 50°
11,000 9,167 7,333 5,500 3,667 1,833 0.00 1,833 3,667 5,500 7,333 9,167 11,000
VA: 0° 10° 20° 30° 40°
■ Max Cd: 75° H
■ 0° H
■ -90° H

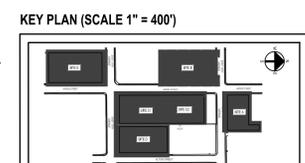
Isoilluminance
5 4 3 2 1 0 1 2 3 4 5
■ 20 fc ■ 1 fc
■ 10 fc ■ 0.5 fc
■ 5 fc ■ 0.1 fc ■ 50% Max Cd
Distance in units of mount height (20ft) --- Max Cd

Visual Photometric Tool 1.2.46 copyright 2022, Acuity Brands Lighting.
This Photometric report has been generated using methods recommended by the IESNA. Calculations are based on Photometric data provided by the manufacturer, and the accuracy of this Photometric report is dependent on the accuracy of the data provided. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual Photometric performance to differ from the performance calculated using the data provided by the manufacturer. This report is provided without warranty as to accuracy, completeness, reliability or otherwise. In no event will Acuity Brands Lighting be responsible for any loss resulting from any use of this report.

LTL15269 VISUAL PHOTOMETRIC TOOL PAGE 1 OF 4



1 SITE A - PHOTOMETRIC PLAN
SCALE: 1" = 10'-0"



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(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137

NO.	DATE	REVISION:	ISSUE
1.	10.29.21	ISSUE	SITE PLAN
2.	1.21.22	ISSUE	SITE PLAN R1

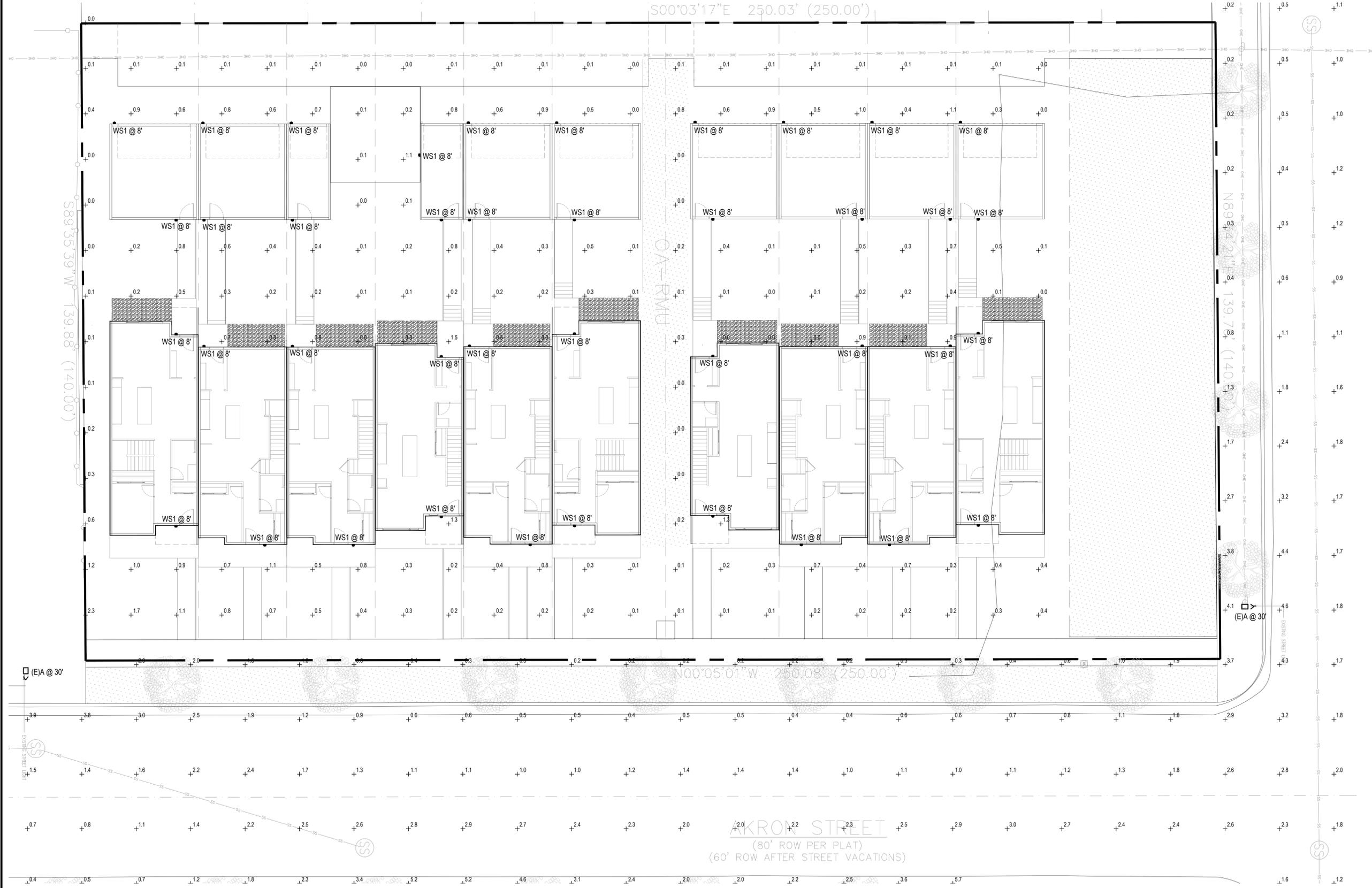
DATE: 01.21.2022
DRAWN BY: EL
CHECKED BY: SH

**SITE A
PHOTOMETRIC
PLAN**

29
SHEET 29

GRAND AVE. SITE PLAN

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



ARCHITECT / DEVELOPER

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LANDSCAPE ARCHITECT

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GRAND AVE
 SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF
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 21-137

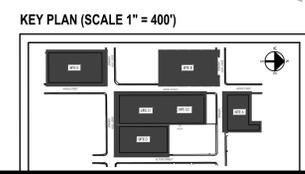
NO.	DATE	REVISION:	ISSUE
1.	10.29.21		SITE PLAN
2.	1.21.22		SITE PLAN R1

DATE: 01.21.2022
 DRAWN BY: EL
 CHECKED BY: SH

**SITE B
 PHOTOMETRIC
 PLAN**

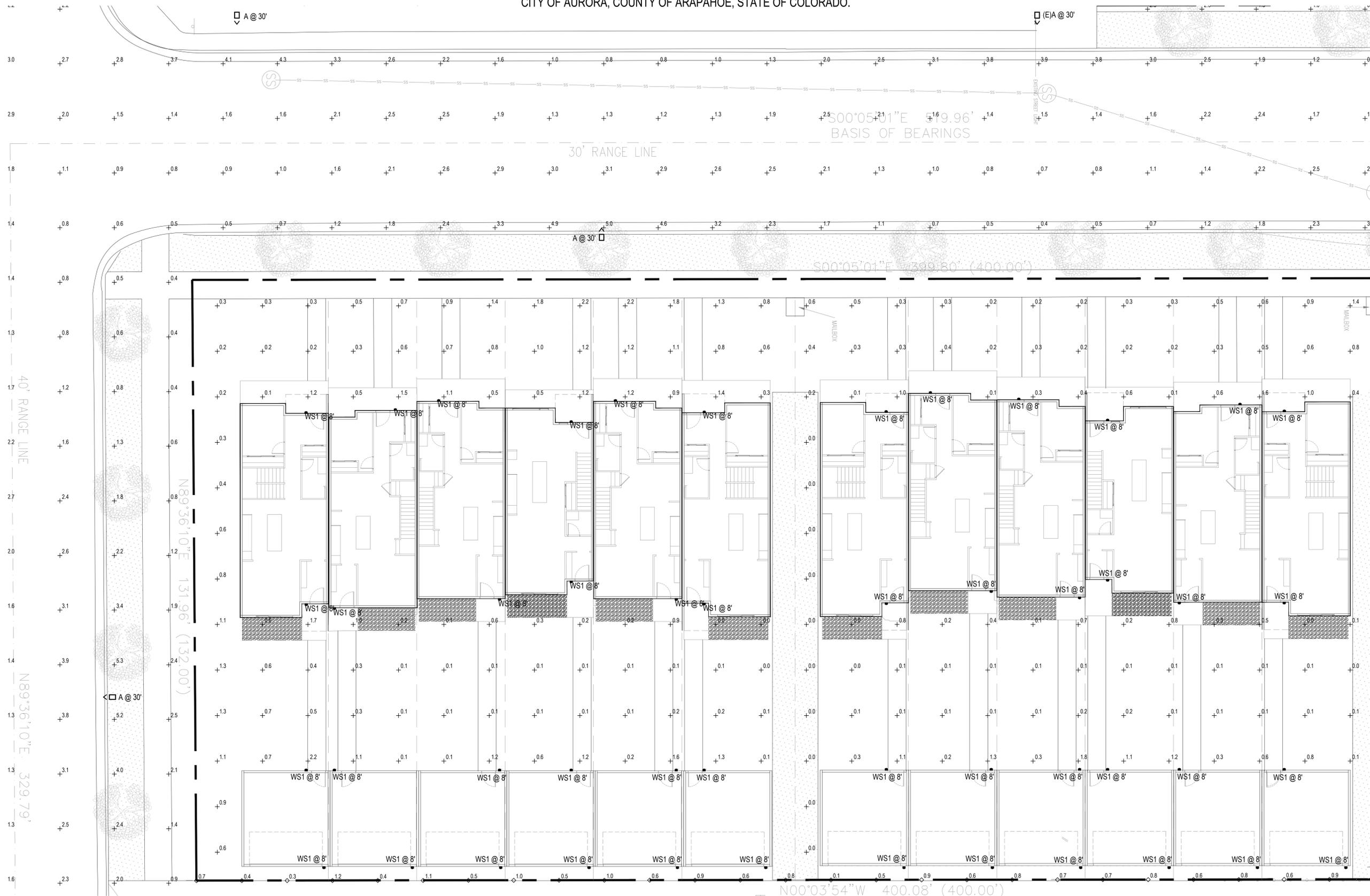
30
 SHEET 30

1 SITE B - PHOTOMETRIC PLAN
 SCALE: 1" = 10'-0"



GRAND AVE. SITE PLAN

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



ARCHITECT / DEVELOPER



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CITY OF AURORA, COUNTY OF
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21-137

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2.	1.21.22		SITE PLAN R1

DATE: 01.21.2022
DRAWN BY: EL
CHECKED BY: SH

SITE C1
PHOTOMETRIC
PLAN

31
SHEET 31

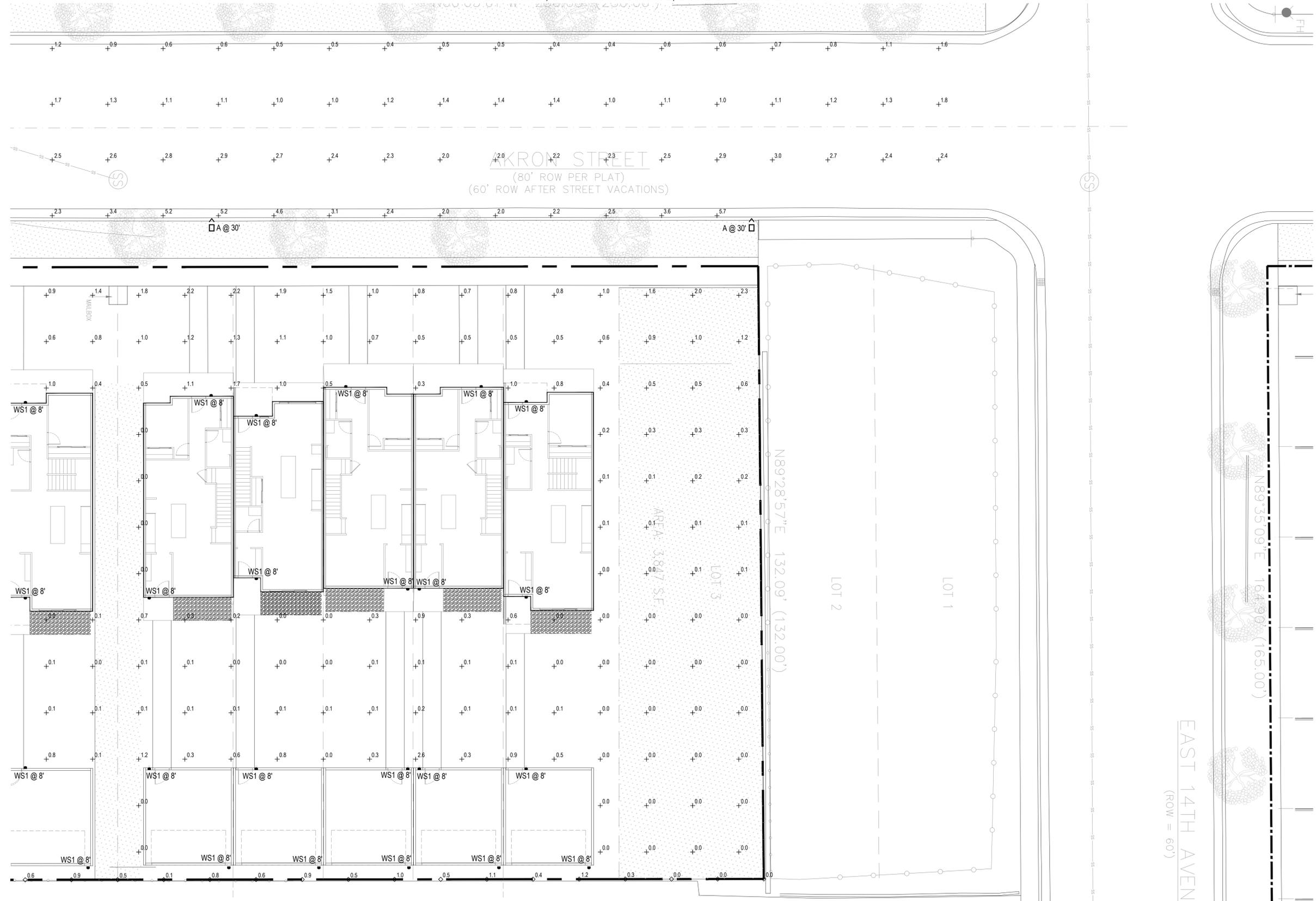
1 SITE C - PHOTOMETRIC PLAN
SCALE: 1" = 10'-0"

KEY PLAN (SCALE 1" = 400')



GRAND AVE. SITE PLAN

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



1 SITE C - PHOTOMETRIC PLAN
SCALE: 1" = 10'-0"

ARCHITECT / DEVELOPER



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DATE: 01.21.2022
DRAWN BY: EL
CHECKED BY: SH

SITE C2
PHOTOMETRIC
PLAN

32
SHEET 32

GRAND AVE. SITE PLAN

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



1 SITE D - PHOTOMETRIC PLAN
SCALE: 1" = 10'-0"

KEY PLAN (SCALE 1" = 400')



ARCHITECT / DEVELOPER



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ELECTRICAL ENGINEER



DYNAMIC MEP CONSULTING ENGINEERS
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LAKEWOOD, CO 80215
(303)421-3208

GRAND AVE
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO
21-137

NO.	DATE	ISSUE
1.	10.29.21	SITE PLAN
2.	1.21.22	SITE PLAN R1

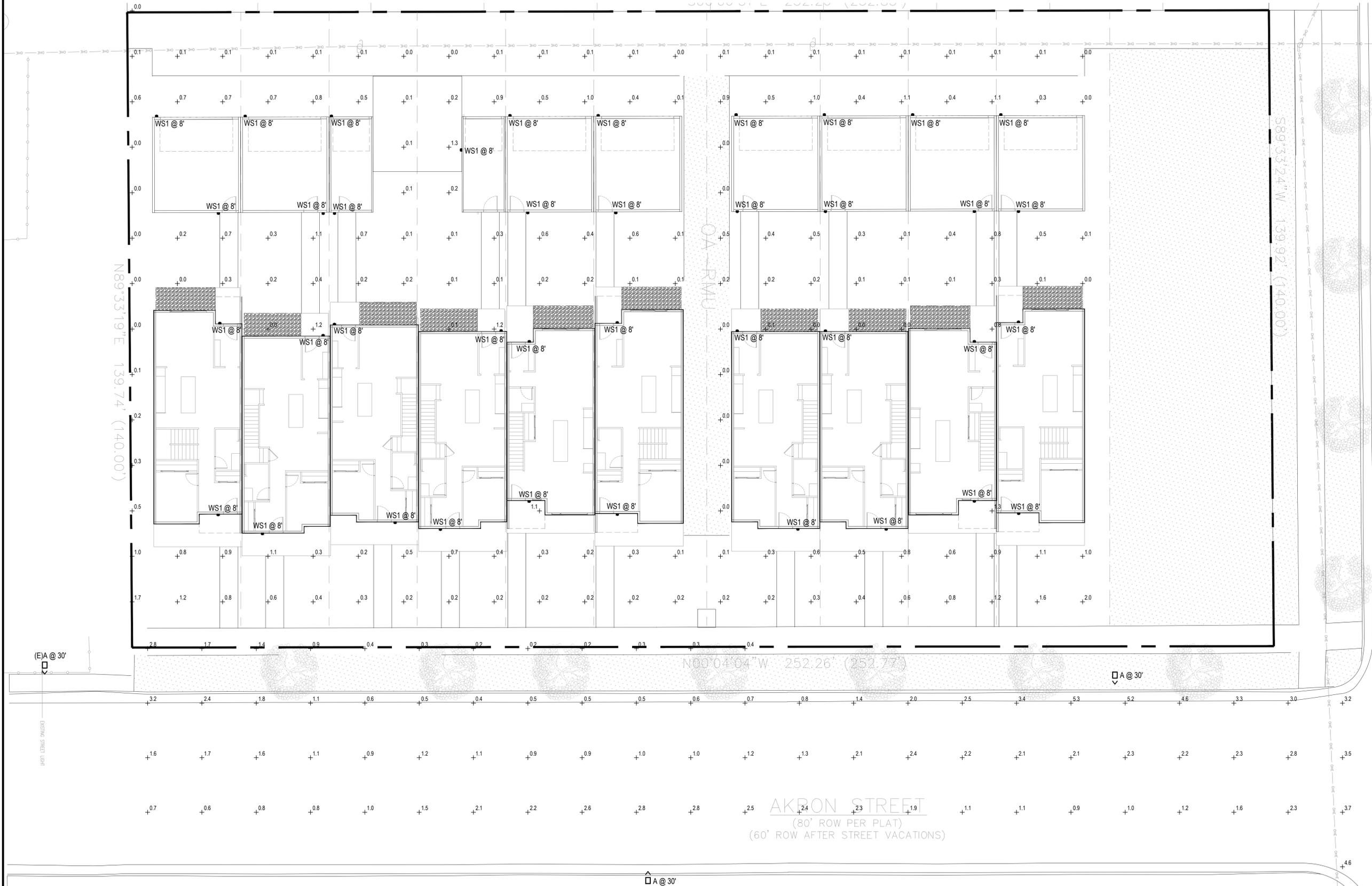
DATE: 01.21.2022
DRAWN BY: EL
CHECKED BY: SH

**SITE D
PHOTOMETRIC
PLAN**

33
SHEET 33

GRAND AVE. SITE PLAN

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



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**SITE E
PHOTOMETRIC
PLAN**

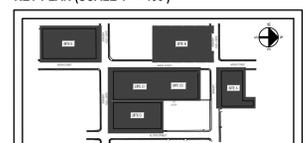
34

SHEET 34

1 SITE E - PHOTOMETRIC PLAN
SCALE: 1" = 10'-0"

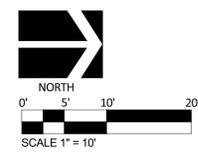
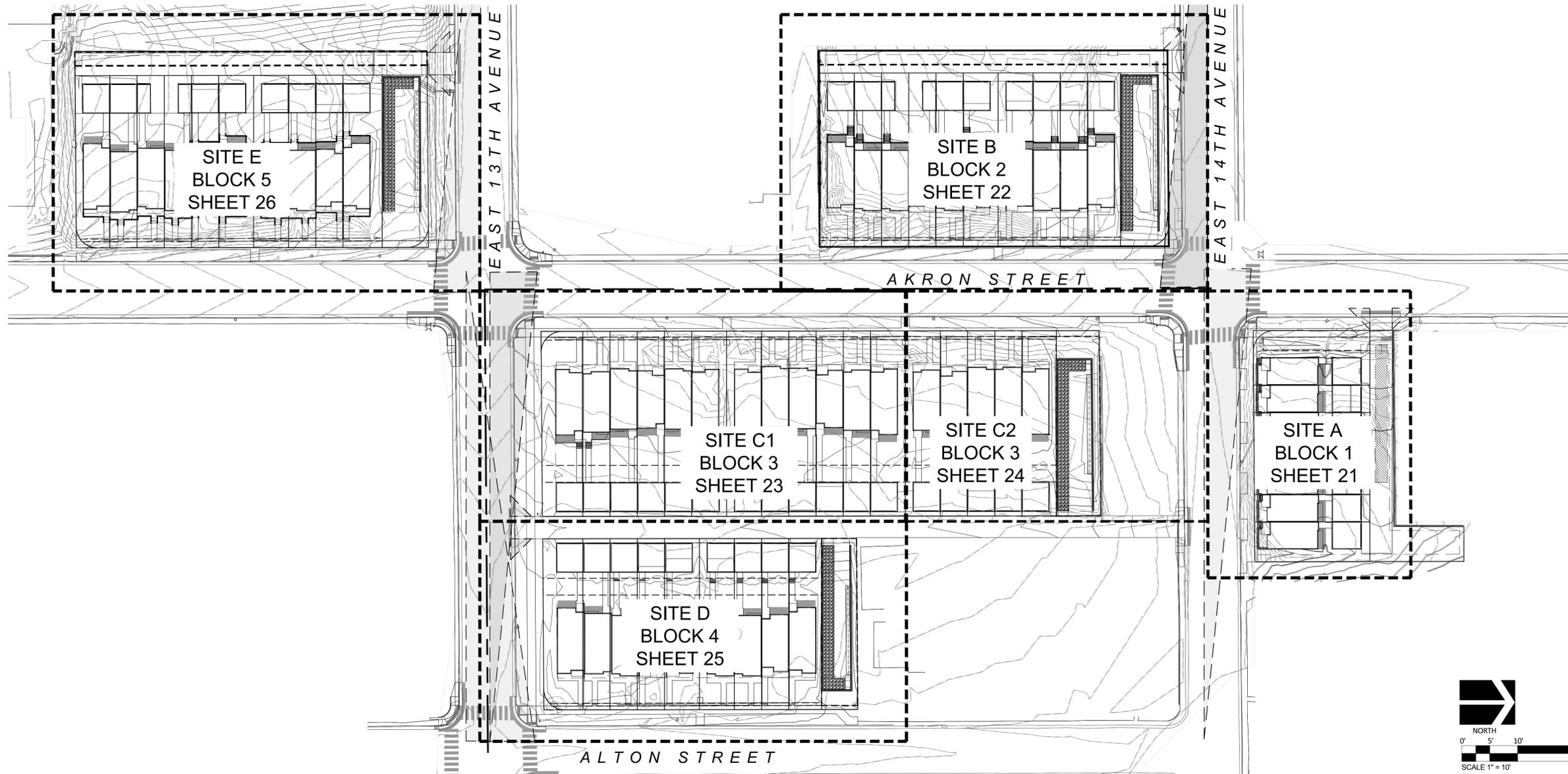


KEY PLAN (SCALE 1" = 400')



GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
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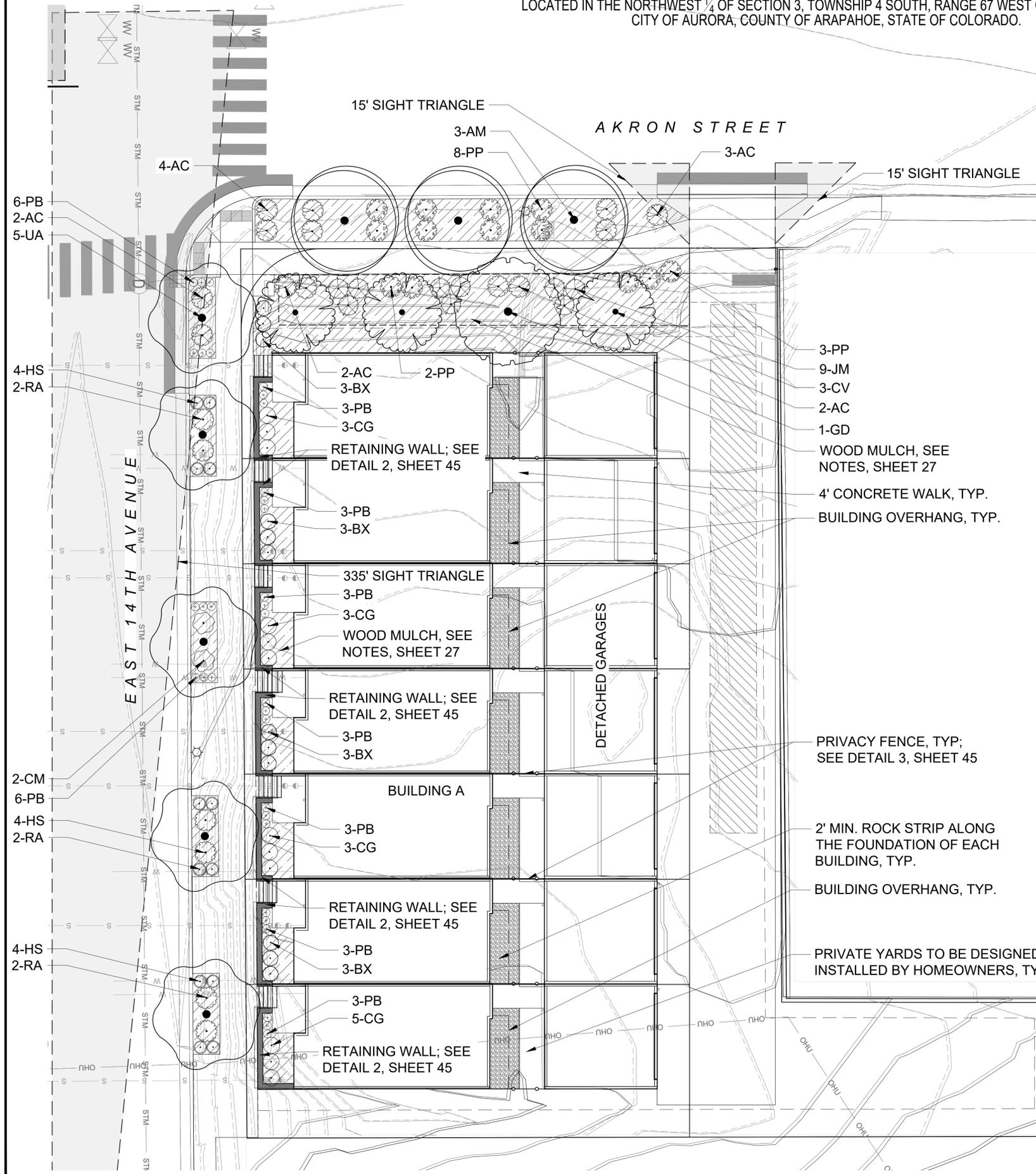
OVERALL SITE
PLAN

20

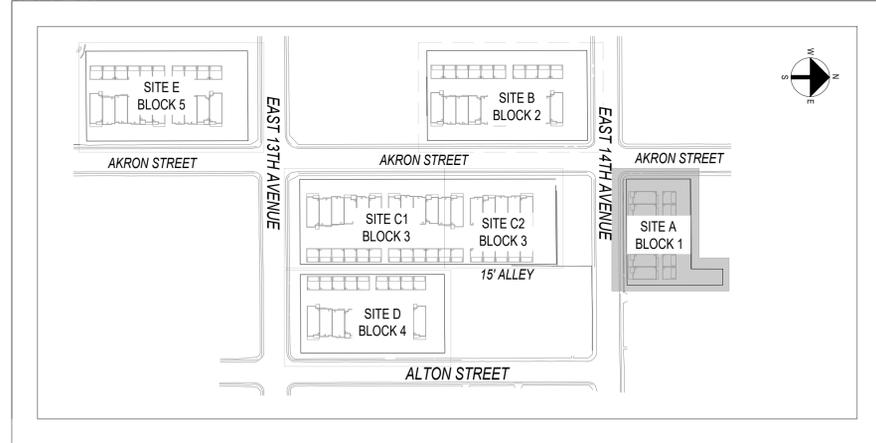
SHEET20

GRAND AVE. SITE PLAN WITH ADJUSTMENT

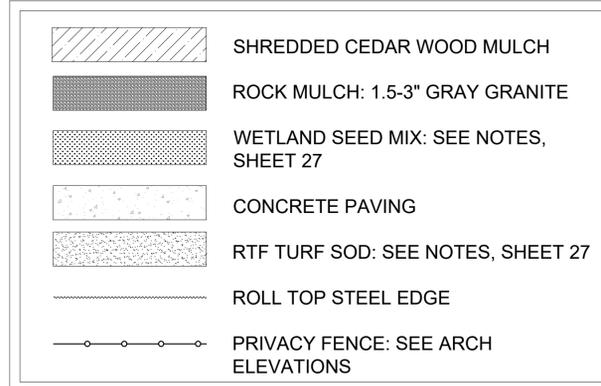
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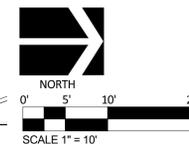
KEY PLAN



LANDSCAPE LEGEND



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21-137

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5.	7.22.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: CD
CHECKED BY: DB

SITE A
LANDSCAPE PLAN

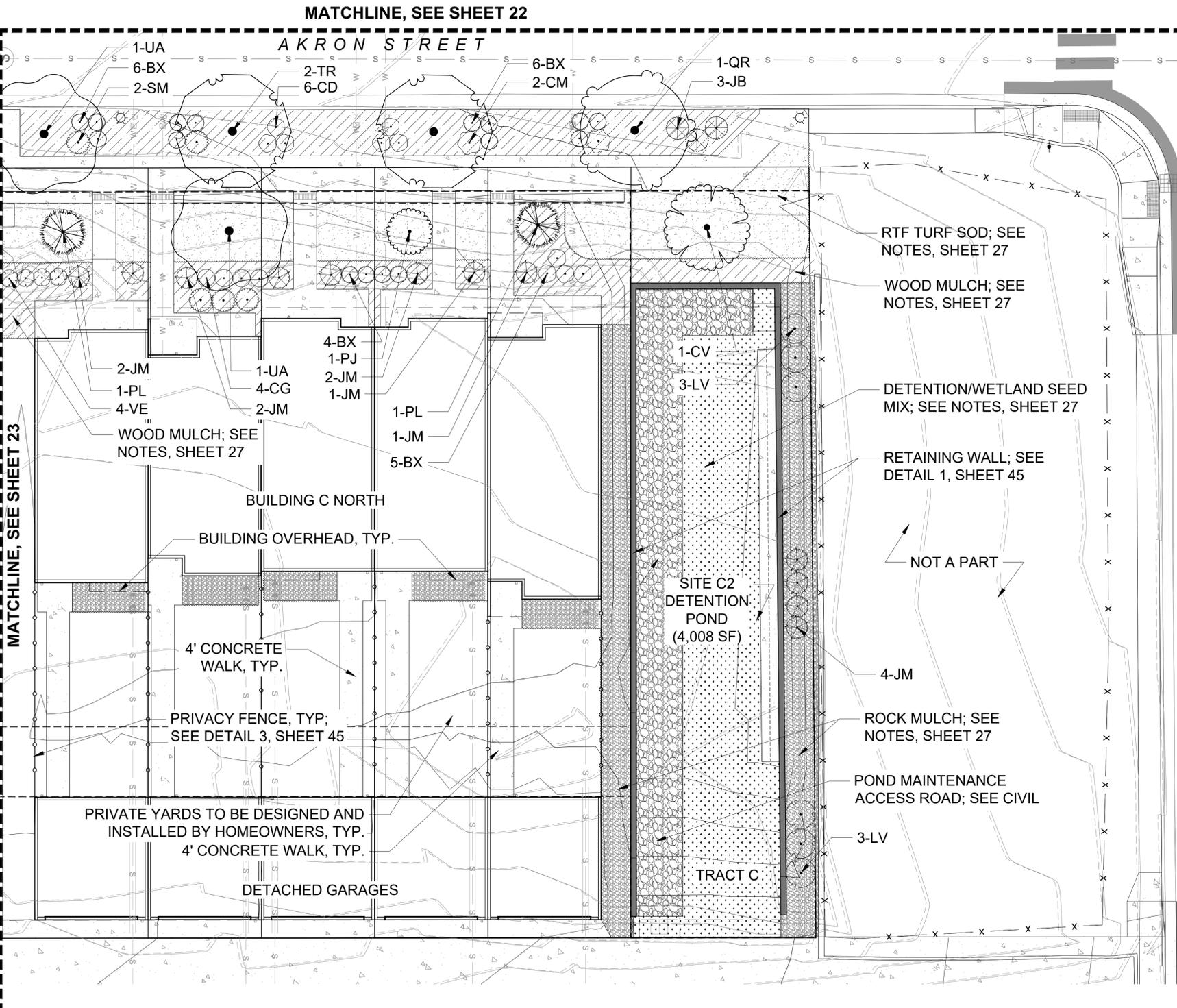
21

SHEET 21

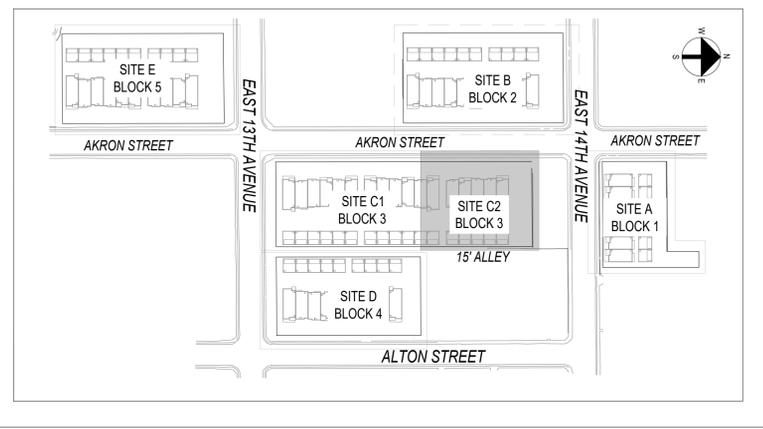
NOT FOR CONSTRUCTION

GRAND AVE. SITE PLAN WITH ADJUSTMENT

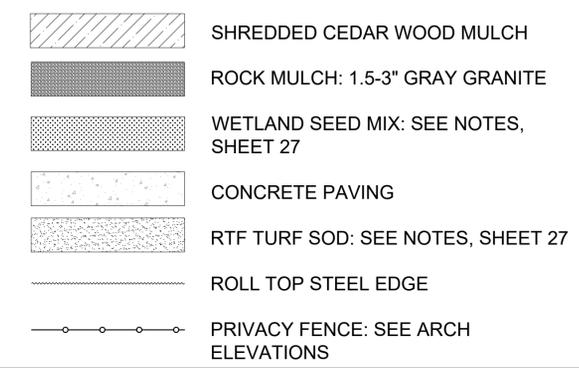
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KEY PLAN

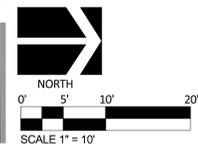


LANDSCAPE LEGEND



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EAST 14TH AVENUE



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5.	7.22.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: CD
CHECKED BY: DB

SITE C2
LANDSCAPE PLAN

24

SHEET24

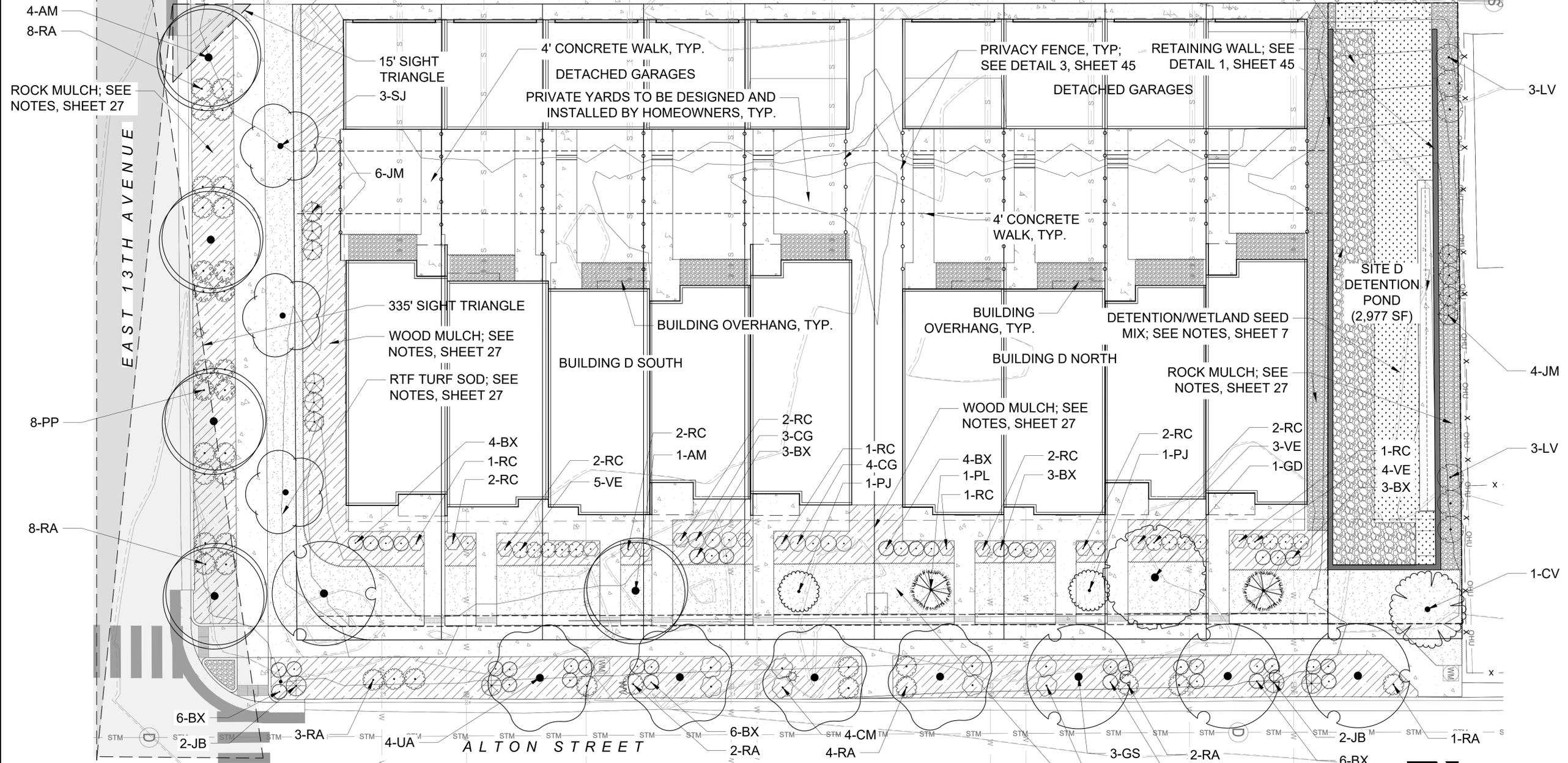
NOT FOR CONSTRUCTION

GRAND AVE. SITE PLAN WITH ADJUSTMENT

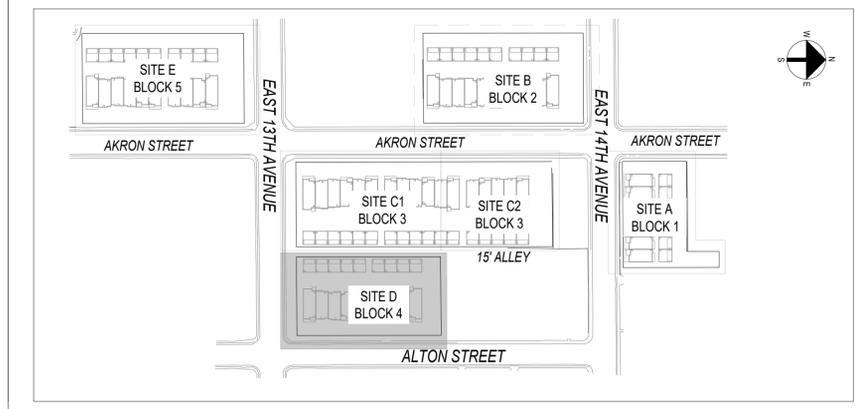
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MATCHLINE, SEE SHEET 23

POND MAINTENANCE
ACCESS ROAD; SEE CIVIL



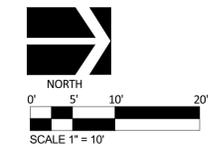
KEY PLAN



LANDSCAPE LEGEND

- SHREDDED CEDAR WOOD MULCH
- ROCK MULCH: 1.5-3" GRAY GRANITE
- WETLAND SEED MIX: SEE NOTES, SHEET 27
- CONCRETE PAVING
- RTF TURF SOD: SEE NOTES, SHEET 27
- ROLL TOP STEEL EDGE
- PRIVACY FENCE: SEE ARCH ELEVATIONS

RTF TURF SOD; SEE NOTES, SHEET 27



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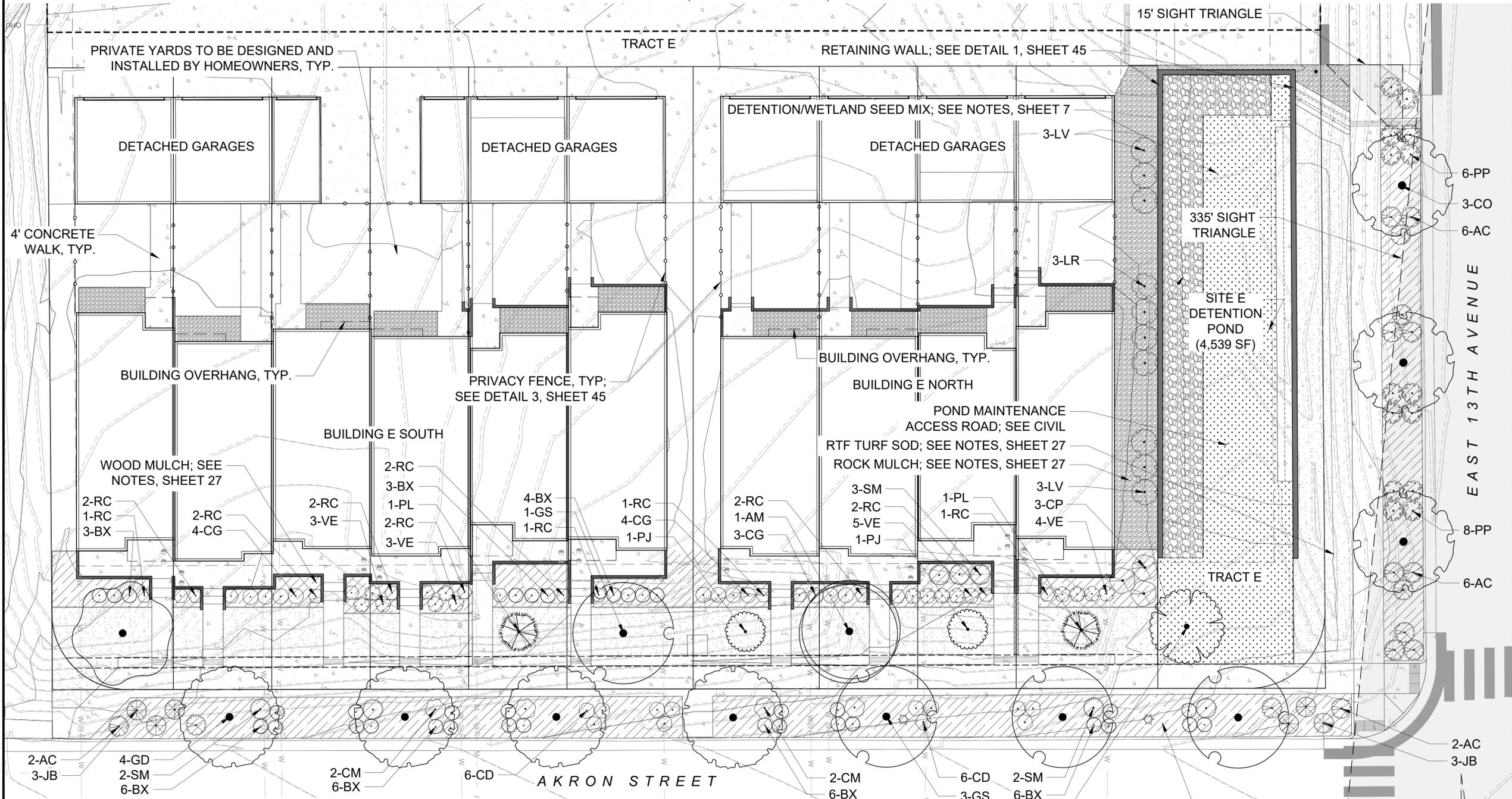
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DATE: 10.29.21
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SITE D
LANDSCAPE PLAN

GRAND AVE. SITE PLAN WITH ADJUSTMENT

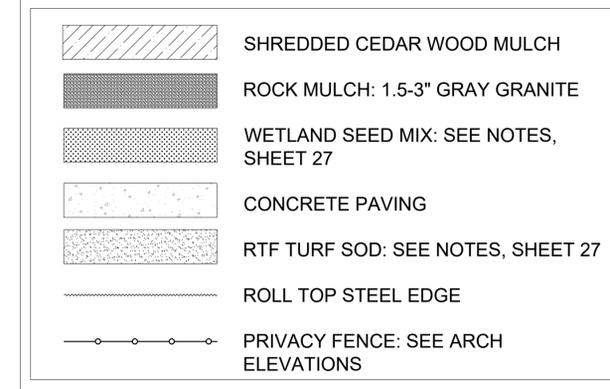
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KEY PLAN



LANDSCAPE LEGEND



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SITE E
LANDSCAPE PLAN

26

SHEET 26

NOT FOR CONSTRUCTION

GRAND AVE. SITE PLAN WITH ADJUSTMENT

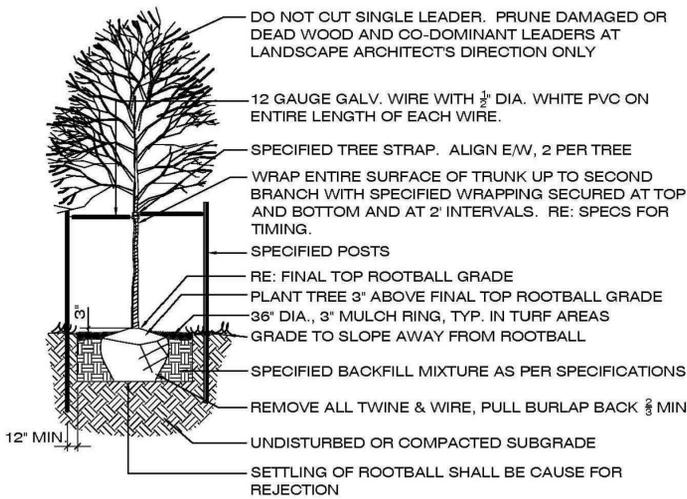
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PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL
	AM	15	State Street Miyabei Maple	Acer miyabei 'Morton' TM	B & B	2.5"Cal
	CO	6	Common Hackberry	Celtis occidentalis	B & B	2.5"Cal
	GS	11	Skyline Honey Locust	Gleditsia triacanthos 'Skyline'	B & B	2.5"Cal
	GD	9	Kentucky Coffeetree	Gymnocladus dioica 'Espresso'	B & B	2.5"Cal
	QR	5	English Oak	Quercus robur	B & B	2.5"Cal
	TR	5	Redmond American Linden	Tilia americana 'Redmond'	B & B	2.5"Cal
	UA	16	Accolade Elm	Ulmus x 'Morton' TM	B & B	2.5"Cal
EVERGREEN TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE
	PL	9	Satellit Bosnian Pine	Pinus leucodermis 'Satellit'	B & B	6-8' Tall
ORNAMENTAL TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL
	CV	7	Winter King Hawthorn	Crataegus viridis 'Winter King'	B & B	2"Cal
	PJ	11	Jack Callery Pear	Pyrus calleryana 'Jaczam' TM	B & B	2"Cal
	SJ	6	Japanese Pagodatree	Styphnolobium japonicum	B & B	2"Cal
TREE TOTAL		100				

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE
	BX	153	Lo & Behold Blue Chip Butterfly Bush	Buddleja x 'Blue Chip' TM	5 gal
	CG	59	Globe Peashrub	Caragana arborescens 'Globosa'	5 gal
	CD	58	Dark Knight Bluebeard	Caryopteris x clandonensis 'Dark Knight'	5 gal
	CM	22	Desert Sweet	Chamaebatiaria millefolium	5 gal
	LR	4	Kodiak Orange Honeysuckle	Diervilla x 'G2X88544' TM	5 gal
	LV	24	Cheyenne Privet	Ligustrum vulgare 'Cheyenne'	5 gal
	PP	51	Pawnee Buttes Sand Cherry	Prunus besseyi 'P011S' TM	5 gal
	RC	56	Alder Buckthorn	Rhamnus frangula 'Columnaris'	5 gal
	RA	44	Autumn Amber Sumac	Rhus trilobata 'Autumn Amber'	5 gal
	SM	18	Miss Kim Lilac	Syringa patula 'Miss Kim'	5 gal
	VE	79	Mini Man Dwarf Manchurian Viburnum	Viburnum burejaeticum 'P017S' TM	5 gal
EVERGREEN SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE
	AC	39	Colorado Manzanita	Arctostaphylos x coloradoensis	5 gal
	CP	4	Spanish Gold Broom	Cytisus purgans 'Spanish Gold'	5 gal
	JB	26	Broadmoor Juniper	Juniperus sabina 'Broadmoor'	5 gal
	JM	62	Medora Juniper	Juniperus scopulorum 'Medora'	5 gal
SHRUB TOTAL		699			

ORNAMENTAL GRASSES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE
	HS	18	Blue Oat Grass	Helictotrichon sempervirens	1 gal
	PB	51	Little Bunny Fountain Grass	Pennisetum alopecuroides 'Little Bunny'	1 gal
ORNAMENTAL GRASS TOTAL		69			



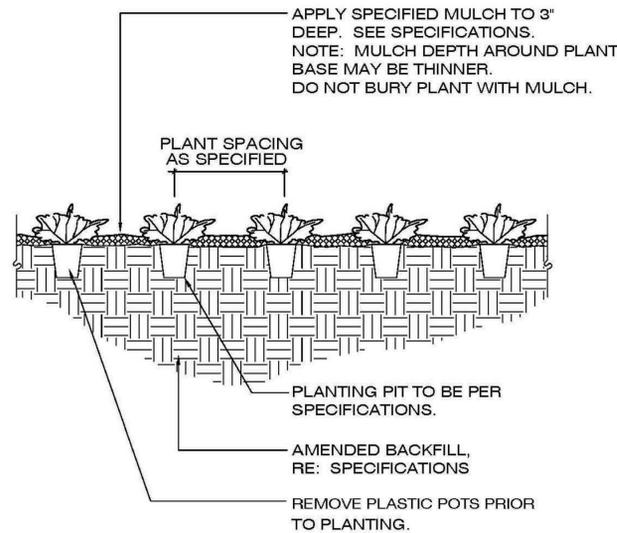
DECIDUOUS TREE PLANTING AND STAKING DETAIL
NOT TO SCALE



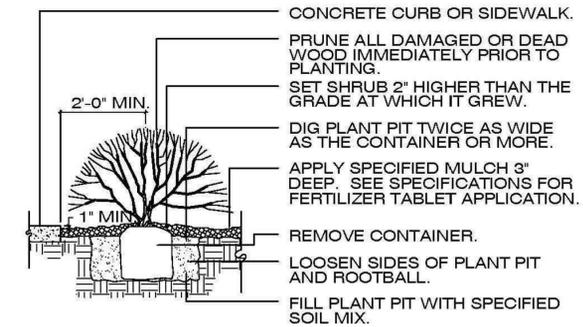
NOTES:

- INSTALL SPECIFIED MULCH TO DRIPLINE OF TREE WHERE PLANTED IN GRASS AREAS.
- DO NOT PROVIDE WATER BASIN IN IRRIGATED LAWN AREAS.
- PLANT TOP OF ROOTBALL AT FINAL GRADE OF WATERING BASIN IN NATIVE GRASS AREAS.

EVERGREEN TREE PLANTING AND STAKING DETAIL
NOT TO SCALE



PERENNIAL AND GROUND COVER PLANTING DETAIL
NOT TO SCALE



NOTE: ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.

NOTE: HOLD GRADE 1" BELOW EDGE OF WALK OR CURB. THIS DETAIL SHALL ALSO APPLY TO PERENNIAL FLOWERS IN CONTAINER.

NOTE: ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER.

SHRUB PLANTING DETAIL
NOT TO SCALE

	+/- 22,200 SF	SHREDDED CEDAR MULCH		+/- 11,900 SF	RTF TURF SOD		+/- 6,700 SF	WETLAND SEED MIX:
	+/- 3,600 SF	1.5-3" GRAY GRANITE ROCK MULCH			Green Valley Turf RTF Water Saver Sod or equal.			Arkansas Valley Seed - Detention/Wetland Mix: 45% REED CANARY GRASS (Phalaris Arundinacea) 25% IMPROVED MEADOW BROME (Bromus biebersteinii) 25% GARRISON CREEPING FOXTAIL (Alopecurus arundinaceus Poir) 5% CLIMAX TIMOTHY (Phleum pratense)

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DATE: 10.29.21
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LANDSCAPE NOTES AND DETAILS

27

NOT FOR CONSTRUCTION

SHEET 27

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

BUILDING PERIMETER LANDSCAPING									
BUILDING	BUILDING PERIMETER (LF)	REQ. PLANTS TOTAL	TOTAL PLANTS PROVIDED	REQ. TREES (5%)	TREES PROVIDED	REQ. < 6' HT. SHRUBS (15%)	< 6' HT. SHRUBS PROVIDED	REQ. SHRUBS (UP TO 80%)	SHRUBS PROVIDED
BUILDING A	211	53	53	3	4	8	9	42	40
BUILDING B - NORTH	152	38	38	2	2	6	7	30	29
BUILDING B - SOUTH	140	35	38	2	4	5	12	28	22
BUILDING C - NORTH	141	31	31	2	4	5	8	25	19
BUILDING C - MIDDLE	116	29	30	2	4	4	10	23	16
BUILDING C - SOUTH	172	43	48	2	7	6	17	34	24
BUILDING D - NORTH	116	29	29	2	4	4	8	23	17
BUILDING D - SOUTH	164	41	41	2	6	6	16	33	19
BUILDING E - NORTH	124	31	32	2	4	5	6	25	22
BUILDING E - SOUTH	140	35	35	2	3	5	12	25	20

STANDARD RIGHTS-OF-WAY TABLE (CURBSIDE LANDSCAPE QUANTITIES)							
	CLASSIFICATION	LINEAR FEET	TREES REQ. (1:35 LF)	TREES PROV.	CURBSIDE LANDSCAPE (SF)	SHRUBS REQ. (1:40 SF)	SHRUBS PROV.
EAST 13TH AVE. NORTH	LOCAL	240	7	8	8' x 240 = 1,920 SF	48	49
EAST 13TH AVE. SOUTH	LOCAL	118	3	3	8' x 118 = 944 SF	24	26
EAST 14 AVE. NORTH	LOCAL	155	4	5	(4) 5'x15' PLANTERS = 300 SF	8	10
EAST 14TH AVE. SOUTH	LOCAL	119	3	3	(3) 5'x15' PLANTERS = 225 SF	6	6
AKRON STREET EAST	LOCAL	471	13	14	8' x 471 = 3,768 SF	94	96
AKRON STREET WEST	LOCAL	474	14	14	8' x 474 = 3,792 SF	95	100
ALTON STREET WEST	LOCAL	230	7	7	8' x 230 = 1,840 SF	46	48

*NOTE: UTILITY EASEMENTS PRECLUDE THE INSTALLATION OF ALL STREET TREES.

DETENTION LANDSCAPE REQUIREMENTS

SITE B DETENTION:			
	AREA IN SF:	%	
TOTAL AREA	3,643 SF	100%	
DETENTION POND (ELEVATION: 5,334)	2,334 SF	78%	
LANDSCAPE AREA AT POND (ABOVE 100 YR STORM ELEV.)	1,309 SF	22%	
	AREA IN SF:	REQUIRED:	PROVIDED:
TOTAL LANDSCAPE AT POND	1,309 SF		
TREE REQUIREMENT (1 TREE PER 4000 SF)	NA	1	1
SHRUB REQUIREMENT (10 SHRUBS PER 4000 SF)	NA	10	10

SITE D DETENTION:			
	AREA IN SF:	%	
TOTAL AREA	3,024 SF	100 %	
DETENTION POND (ELEVATION: 5,338)	1,515 SF	50%	
LANDSCAPE AREA AT POND (ABOVE 100 YR STORM ELEV.)	1,509 SF	50%	
	AREA IN SF:	REQUIRED:	PROVIDED:
TOTAL LANDSCAPE AT POND	1,509 SF		
TREE REQUIREMENT (1 TREE PER 4000 SF)	NA	1	1
SHRUB REQUIREMENT (10 SHRUBS PER 4000 SF)	NA	10	10

SITE C DETENTION:			
	AREA IN SF:	%	
TOTAL AREA	4,008 SF	100%	
DETENTION POND (ELEVATION: 5,339)	2,377 SF	63%	
LANDSCAPE AREA AT POND (ABOVE 100 YR STORM ELEV.)	1,631 SF	37%	
	AREA IN SF:	REQUIRED:	PROVIDED:
TOTAL LANDSCAPE AT POND	1,479 SF		
TREE REQUIREMENT (1 TREE PER 4000 SF)	NA	1	1
SHRUB REQUIREMENT (10 SHRUBS PER 4000 SF)	NA	10	10

SITE E DETENTION:			
	AREA IN SF:	%	
TOTAL AREA	4,539 SF	100 %	
DETENTION POND (ELEVATION: 5,348)	2,322 SF	49 %	
LANDSCAPE AREA AT POND (ABOVE 100 YR STORM ELEV.)	2,644 SF	98 %	
	AREA IN SF:	REQUIRED:	PROVIDED:
TOTAL LANDSCAPE AT POND	2,644 SF		
TREE REQUIREMENT (1 TREE PER 4000 SF)	NA	1	1
SHRUB REQUIREMENT (10 SHRUBS PER 4000 SF)	NA	10	10

Landscape Water Usage			
Landscape Area	Water Usage	Area (SF)	Percent of Overall Landscape (44,286 SF)
Shrub Beds	Low	25,679	57.98%
Seed Areas	Low	6,696	15.12%
Turf	Medium-High	11,911	26.90%

LANDSCAPE NOTES

- ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT THE RATE OF 3 CY PER 1000 SF FOR SHRUB, ORNAMENTAL GRASS, AND/OR TREE AREAS, 4 CY PER 1000 SF FOR TURF FOR SOD AND/OR SEED AREAS, AND TILLED TO A DEPTH OF 6 INCHES.
- ALL NEW PAVED ROADWAY SURFACES SHALL BE ASPHALT; SIDEWALKS SHALL BE CONCRETE UNLESS OTHERWISE SPECIFIED. THICKNESS WILL BE DETERMINED AS PART OF THE CONSTRUCTION DOCUMENT SUBMITTAL SET AND PROVIDED TO THE CITY ENGINEER IN THE DEFAULT ASPHALT PAVING LETTER.
- ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY
- ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY. THE FUTURE MAINTENANCE OF THE STREET TREES WILL BE HANDLED BY THE FORESTRY DIVISION. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT EXCEPT FOR STREET TREES.
- ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE, AND DRYLAND GRASS AREAS MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
- ALL FIRE HYDRANTS SHALL BE LOCATED NOT LESS THAN THREE FEET-SIX INCHES (3' - 6") AND NOT MORE THAN EIGHT (8') FEET FROM THE BACK OF CURB TO THE CENTER OF THE HYDRANT AND SHALL BE UNOBSTRUCTED ON THE STREET SIDE. MINIMUM CLEARANCE ON ALL OTHER SIDES SHALL BE FIVE FEET (5' - 0").
- NO PERSON SHALL PLACE OR MAINTAIN ANY STRUCTURES, FENCES, LANDSCAPING, OR ANY OTHER OBJECTS WITHIN ANY SIGHT TRIANGLE AREA DESCRIBED IN SECTION 4.04.2.10.2 THAT OBSTRUCT OR OBSCURE SIGHT VISIBILITY THROUGH SUCH STRUCTURES, FENCING, LANDSCAPING, OR OTHER OBJECTS IN THE VERTICAL PLANE ABOVE THE SIGHT TRIANGLE AREA BETWEEN A HEIGHT OF 42 INCHES AND 96 INCHES ABOVE THE ROADWAY SURFACE.
- ALL PROPOSED PLANTS WITHIN THE SIGHT TRIANGLES MUST COMPLY WITH THE CITY OF AURORA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10.

ARCHITECT / DEVELOPER



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GRAND AVE
 SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

21-137

ISSUANCE:		
NO.	DATE	ISSUE
1.	10.29.21	SITE PLAN
2.	1.21.22	SITE PLAN R1
3.	3.24.22	SITE PLAN R2
4.	5.18.22	SITE PLAN R3
5.	7.22.22	SITE PLAN R4

DATE: 10.29.21
DRAWN BY: CD
CHECKED BY: DB

LANDSCAPE NOTES

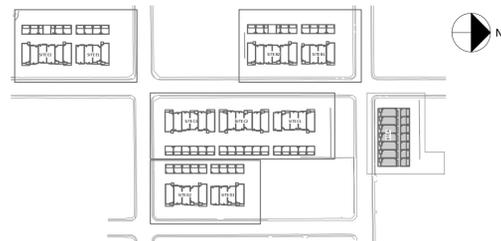
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SHEET 28

NOT FOR CONSTRUCTION

GRAND AVE. SITE PLAN WITH ADJUSTMENT

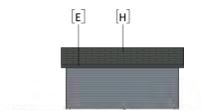
LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



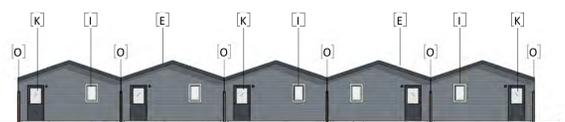
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



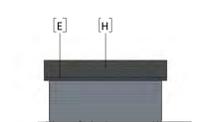
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



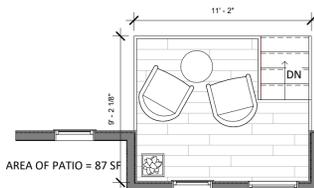
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN SITE A
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
	CONCRETE	CONCRETE	
	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD	
	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 - ROCK CANDY	
	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	
	BRICK	SUMMIT BRICK - BURGUNDY	
	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	
	OWENS CORNING SHINGLES	ESTATE GRAY	

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR

MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
2615 SF	392 SF = 15%	653 SF = 25%	1962 SF = 75%



2 SITE A SOUTH ELEVATION (14TH AVENUE)
1/8" = 1'-0"



1 SITE A EAST ELEVATION
1/8" = 1'-0"



4 SITE A NORTH ELEVATION
1/8" = 1'-0"



3 SITE A WEST ELEVATION (AKRON STREET)
1/8" = 1'-0"

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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

21-137

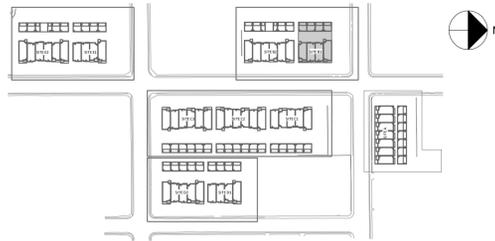
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DATE:	10.25.2021
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CHECKED BY:	SMN

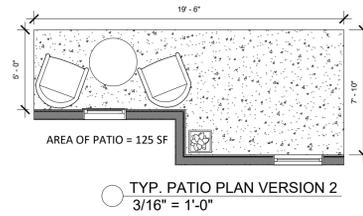
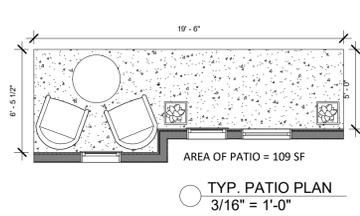
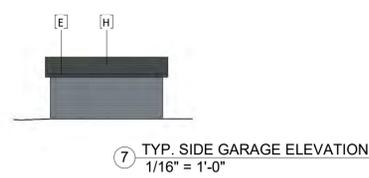
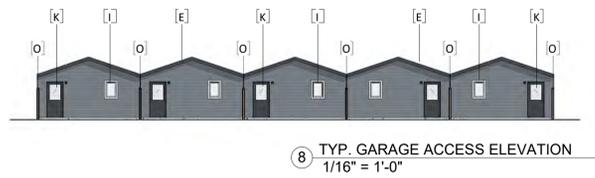
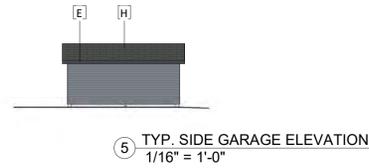
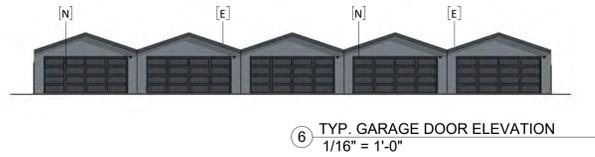
SITE A ELEVATIONS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Concrete Hatch]	CONCRETE	CONCRETE	[Concrete Sample]
[Siding Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 - DYERS WOAD	[Siding Sample]
[Siding Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 - ROCK CANDY	[Siding Sample]
[Siding Hatch]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Siding Sample]
[Brick Hatch]	BRICK	SUMMIT BRICK - BURGUNDY	[Brick Sample]
[Soffit Hatch]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Soffit Sample]
[Shingles Hatch]	OWENS CORNING SHINGLES	ESTATE GRAY	[Shingles Sample]

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR

MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
1504 SF	225 SF = 15%	531 SF = 35%	973 SF = 65%



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(303)423-3208

GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

NO. DATE REVISION BY

DATE: 10.25.2021
DRAWN BY: EIM
CHECKED BY: SKM

SITE B1
ELEVATIONS

30

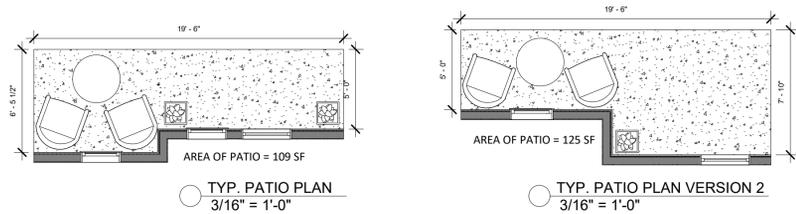
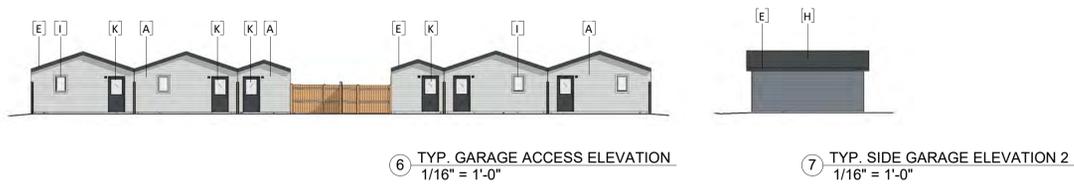
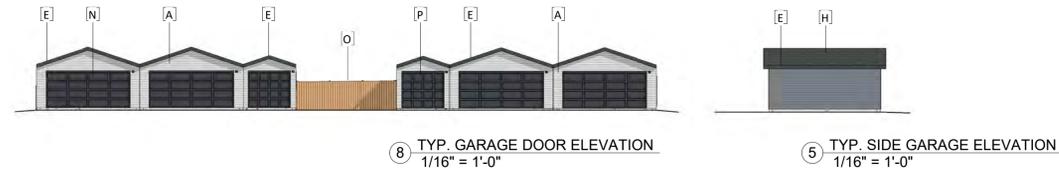
SHEET 30



GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO MATCH COLOR PALETTE OF BUILDING



MATERIAL LEGEND

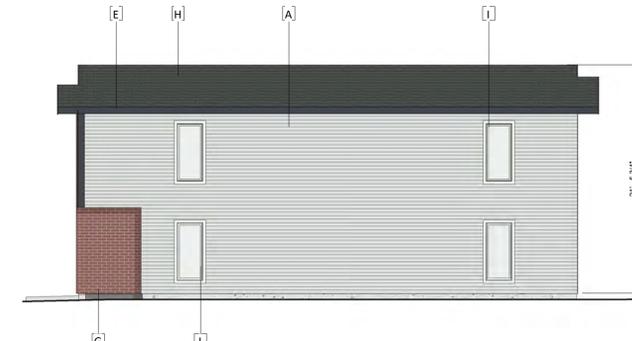
RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Hatch]	CONCRETE	CONCRETE	[Sample]
[Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 - DYERS WOAD	[Sample]
[Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 - ROCK CANDY	[Sample]
[Hatch]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Hatch]	BRICK	SUMMIT BRICK - BURGUNDY	[Sample]
[Hatch]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Hatch]	OWENS CORNING SHINGLES	ESTATE GRAY	[Sample]

MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
2243 SF	336 SF = 15%	744 SF = 33%	1499 SF = 67%

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

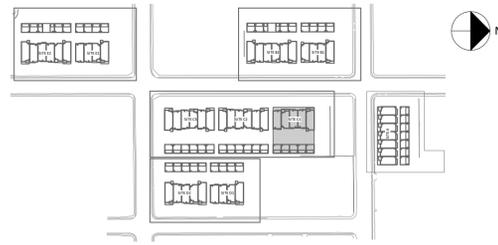
NO.	DATE	REVISION	BY

DATE: 10-25-2021
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SITE B2
ELEVATIONS

31

SHEET 31



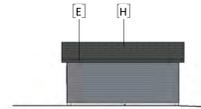
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

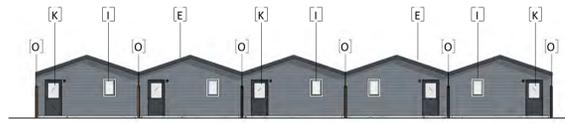
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



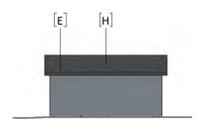
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



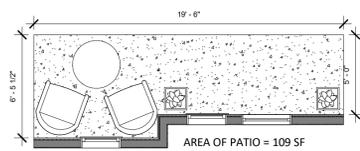
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



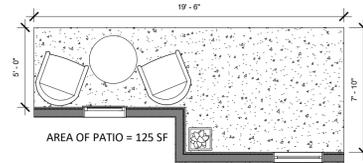
8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Pattern]	CONCRETE	CONCRETE	[Sample]
[Pattern]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 - SERIOUS GRAY	[Sample]
[Pattern]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 - OYSTER BAY	[Sample]
[Pattern]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Pattern]	BRICK	SUMMIT BRICK - THISTLEDOWN	[Sample]
[Pattern]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Pattern]	OWENS CORNING SHINGLES	ESTATE GRAY	[Sample]

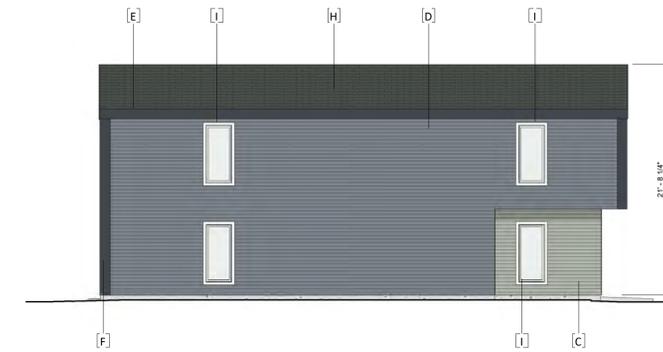
ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR

MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
1852 SF	277 SF= 15%	485 SF = 26%	1367 SF = 74%



2 SITE C1 WEST ELEVATION (AKRON STREET)
1/8" = 1'-0"



1 SITE C1 SOUTH ELEVATION
1/8" = 1'-0"



4 SITE C1 EAST ELEVATION
1/8" = 1'-0"



3 SITE C1 NORTH ELEVATION (14TH AVENUE)
1/8" = 1'-0"

ARCHITECT / DEVELOPER



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ELECTRICAL ENGINEER



DYNAMIC MEP CONSULTING ENGINEERS
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LAKEWOOD, CO 80215
(303)423-3208

GRAND AVE.
 SITE PLAN WITH ADJUSTMENT
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

21-137

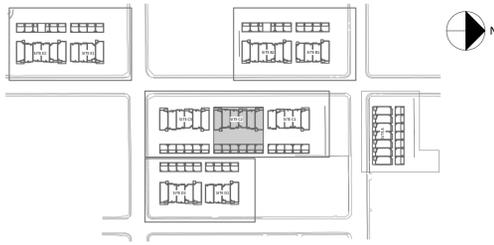
NO.	DATE	REVISION	BY

DATE: 10.25.2021
DRAWN BY: EIM
CHECKED BY: SKM

SITE C1 ELEVATIONS

32

SHEET 32



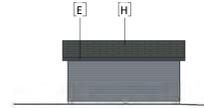
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

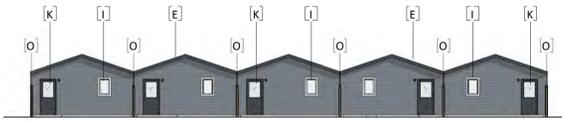
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



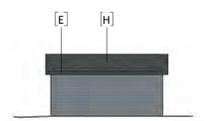
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



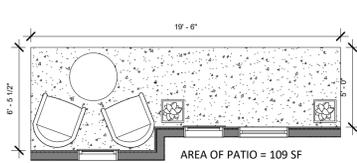
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



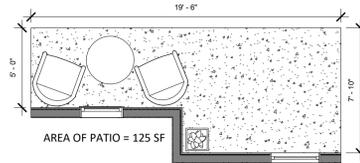
8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Concrete Hatch]	CONCRETE	CONCRETE	[Concrete Sample]
[SmartSide Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 - SERIOUS GRAY	[SmartSide Sample]
[SmartSide Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 - OYSTER BAY	[SmartSide Sample]
[SmartSide Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY	[SmartSide Sample]
[SmartSide Hatch]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[SmartSide Sample]
[Brick Hatch]	BRICK	SUMMIT BRICK - THISTLEDOWN	[Brick Sample]
[Soffit Hatch]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Soffit Sample]
[Shingles Hatch]	OWENS CORNING SHINGLES	ESTATE GRAY	[Shingles Sample]

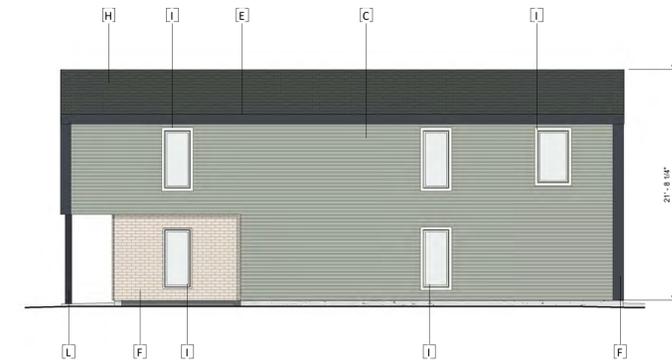
MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
2239 SF	336 SF = 15%	790 SF = 35%	1449 SF = 65%

ELEVATION KEYNOTE LEGEND

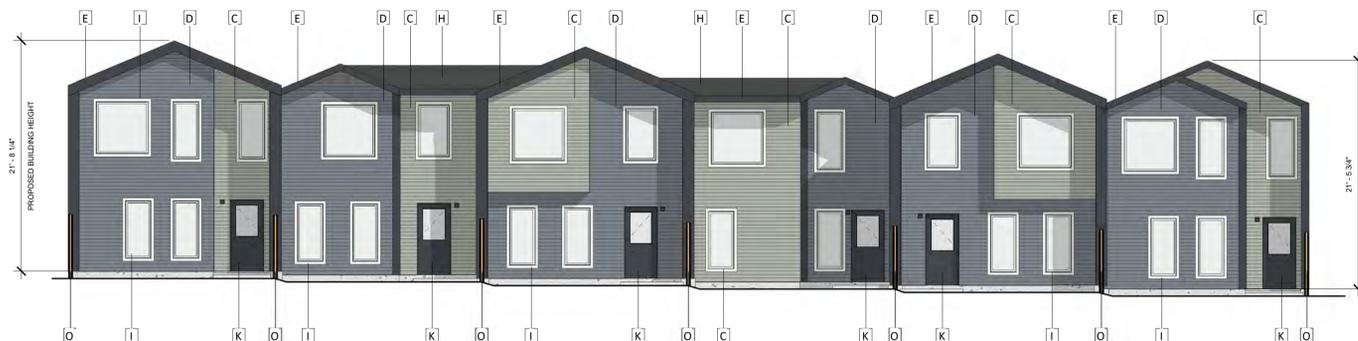
KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



2 SITE C2 WEST ELEVATION (AKRON STREET)
1/8" = 1'-0"



1 SITE C2 SOUTH ELEVATION
1/8" = 1'-0"



4 SITE C2 EAST ELEVATION
1/8" = 1'-0"



3 SITE C2 NORTH ELEVATION
1/8" = 1'-0"

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ELECTRICAL ENGINEER



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LAKEWOOD, CO 80215
(303)423-3208

GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

NO. DATE REVISION BY

DATE: 10.25.2021
DRAWN BY: EIM
CHECKED BY: SKM

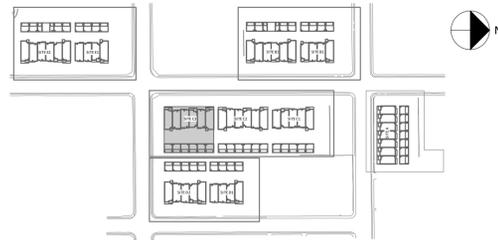
SITE C2
ELEVATIONS

33

SHEET 33

GRAND AVE. SITE PLAN WITH ADJUSTMENT

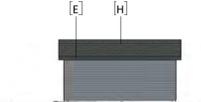
LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



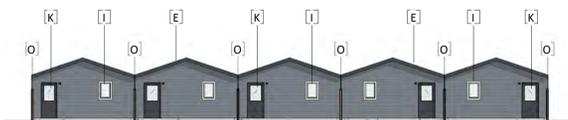
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



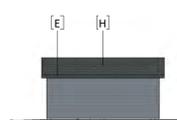
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



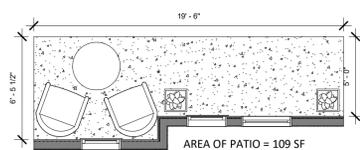
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



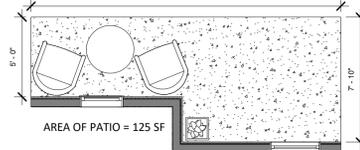
8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

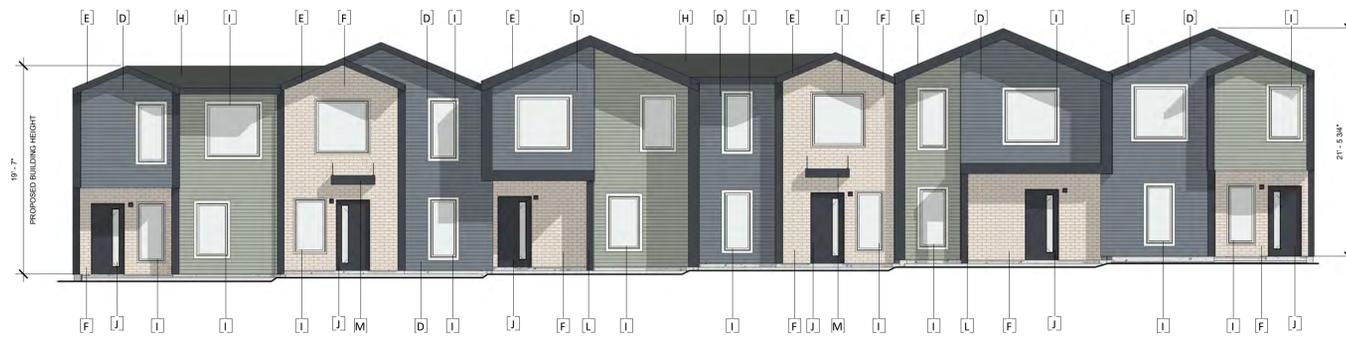
RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Concrete Hatch]	CONCRETE	CONCRETE	[Concrete Sample]
[LP SmartSide Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 - SERIOUS GRAY	[LP SmartSide Sample]
[LP SmartSide Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 - OYSTER BAY	[LP SmartSide Sample]
[LP Smooth Panel Hatch]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[LP Smooth Panel Sample]
[Brick Hatch]	BRICK	SUMMIT BRICK - THISTLEDOWN	[Brick Sample]
[Painted Soffit Hatch]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Painted Soffit Sample]
[Owens Corning Hatch]	OWENS CORNING SHINGLES	ESTATE GRAY	[Owens Corning Sample]

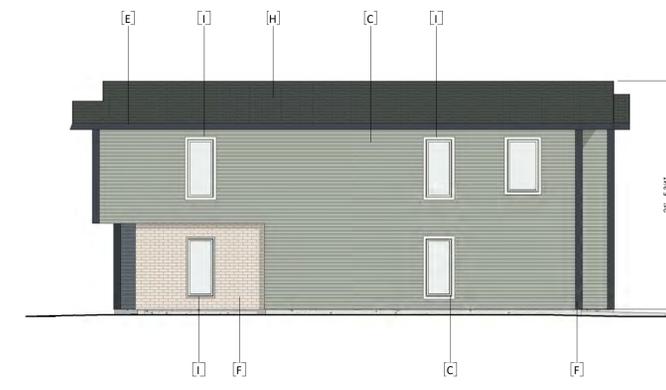
MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
2239 SF	336 SF = 15%	790 SF = 35%	1449 SF = 65%

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



2 SITE C3 WEST ELEVATION (AKRON STREET)
1/8" = 1'-0"



1 SITE C3 SOUTH ELEVATION (13TH AVENUE)
1/8" = 1'-0"



4 SITE C3 EAST ELEVATION
1/8" = 1'-0"



3 SITE C3 NORTH ELEVATION
1/8" = 1'-0"

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DYNAMIC MEP CONSULTING ENGINEERS
1380 HOYT STREET SUITE 200
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(303)423-3208

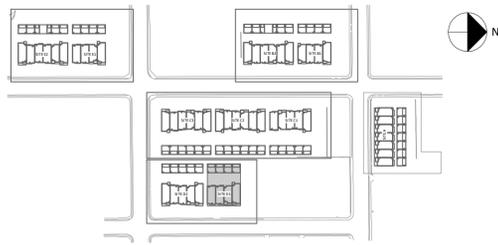
GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

21-137

NO.	DATE	REVISION	BY

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CHECKED BY: SKM

SITE C3 ELEVATIONS



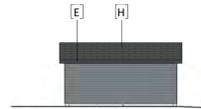
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

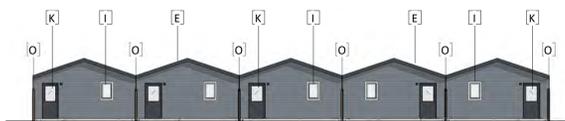
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



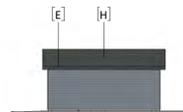
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



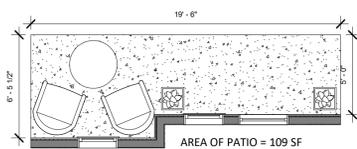
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



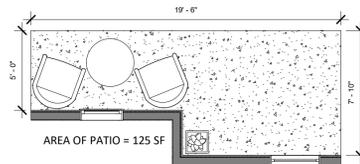
8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Hatch]	CONCRETE	CONCRETE	[Sample]
[Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 - DYERS WOAD	[Sample]
[Hatch]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 - ROCK CANDY	[Sample]
[Hatch]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Hatch]	BRICK	SUMMIT BRICK - BURGUNDY	[Sample]
[Hatch]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Hatch]	OWENS CORNING SHINGLES	ESTATE GRAY	[Sample]

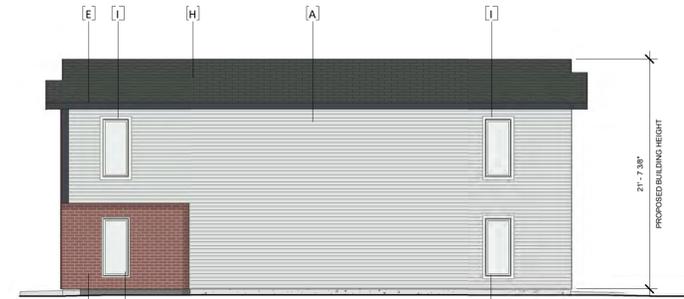
MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
1480 SF	222 SF = 15%	643 SF = 43%	837 SF = 57%

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



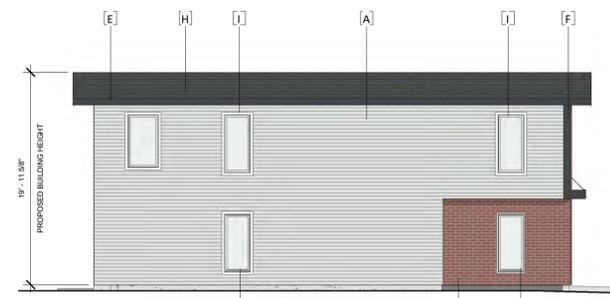
2 SITE D1 EAST ELEVATION (ALTON STREET)
1/8" = 1'-0"



1 SITE D1 NORTH ELEVATION
1/8" = 1'-0"



4 SITE D1 WEST ELEVATION
1/8" = 1'-0"



3 SITE D1 SOUTH ELEVATION
1/8" = 1'-0"

ARCHITECT / DEVELOPER



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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

NO. DATE REVISION BY

DATE 10.25.2021

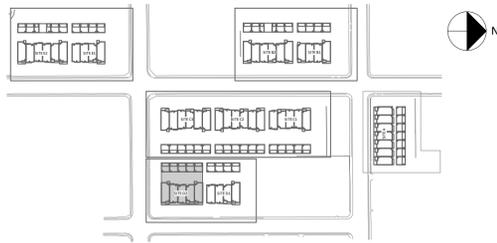
DRAWN BY: EJM

CHECKED BY: SMN

SITE D1
ELEVATIONS

35

SHEET 35



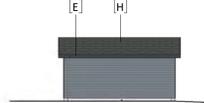
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

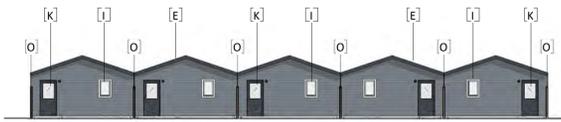
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



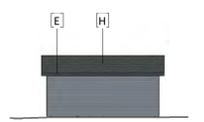
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



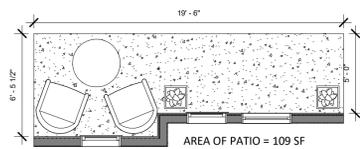
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



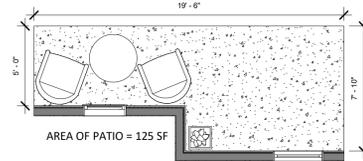
8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
	CONCRETE	CONCRETE	
	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 - DYERS WOAD	
	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 - ROCK CANDY	
	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	
	BRICK	SUMMIT BRICK - BURGUNDY	
	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	
	OWENS CORNING SHINGLES	ESTATE GRAY	

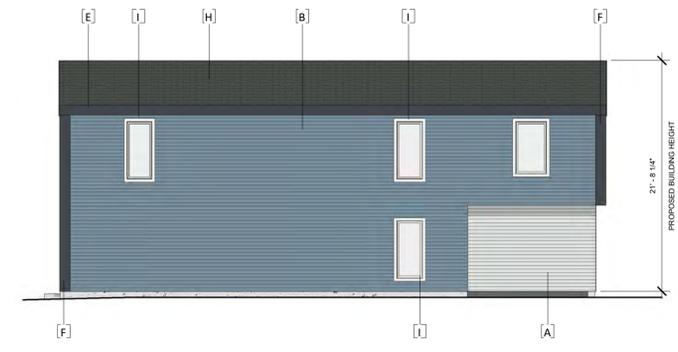
MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
1880 SF	282 SF = 15%	451 SF = 24%	1429 SF = 76%

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



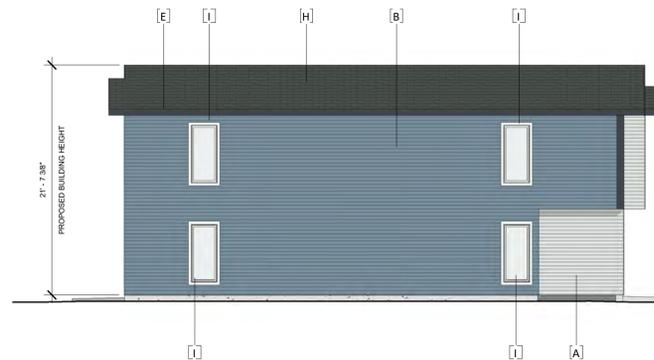
2 SITE D2 EAST ELEVATION (ALTON STREET)
1/8" = 1'-0"



1 SITE D2 NORTH ELEVATION
1/8" = 1'-0"



4 SITE D2 WEST ELEVATION
1/8" = 1'-0"



3 SITE D2 SOUTH ELEVATION (13TH STREET)
1/8" = 1'-0"

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(303)423-3208

GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

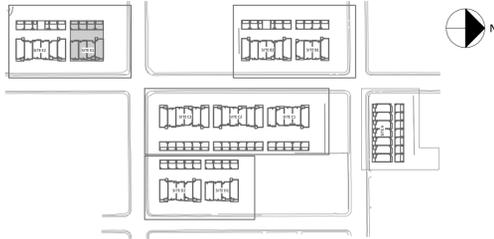
NO.	DATE	REVISION	BY

DATE: 10.25.2021
DRAWN BY: EIM
CHECKED BY: SKM

SITE D2
ELEVATIONS

36

SHEET 36



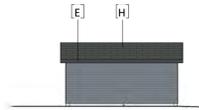
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

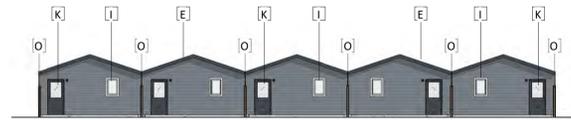
GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



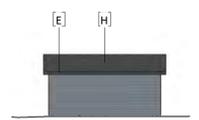
6 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



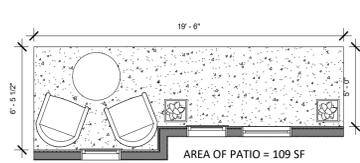
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



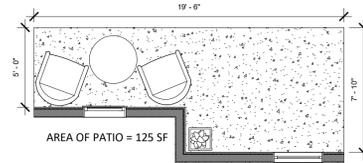
8 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
	CONCRETE	CONCRETE	
	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 - SERIOUS GRAY	
	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 - OYSTER BAY	
	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	
	BRICK	SUMMIT BRICK - THISTLEDOWN	
	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	
	OWENS CORNING SHINGLES	ESTATE GRAY	

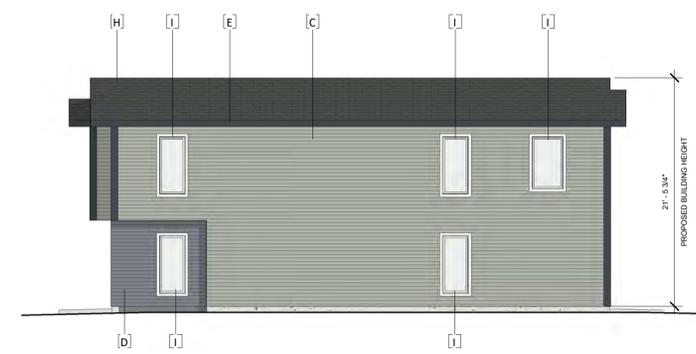
MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
1508 SF	226 SF = 15%	533 SF = 35%	975 SF = 65%

ELEVATION KEYNOTE LEGEND

KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



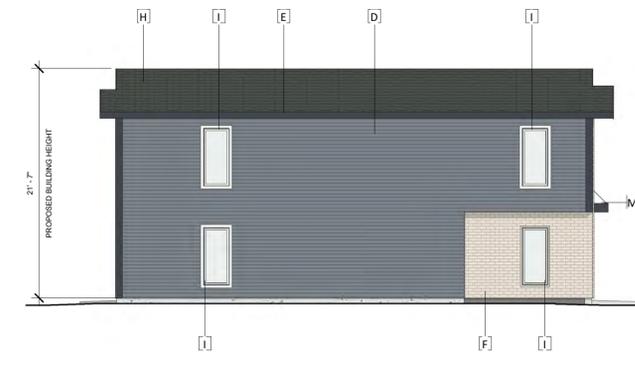
2 SITE E1 EAST ELEVATION (AKRON STREET)
1/8" = 1'-0"



1 SITE E1 NORTH ELEVATION (13TH AVENUE)
1/8" = 1'-0"



4 SITE E1 WEST ELEVATION
1/8" = 1'-0"



3 SITE E1 SOUTH ELEVATION
1/8" = 1'-0"

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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

NO. DATE REVISION BY

DATE: 10.25.2021

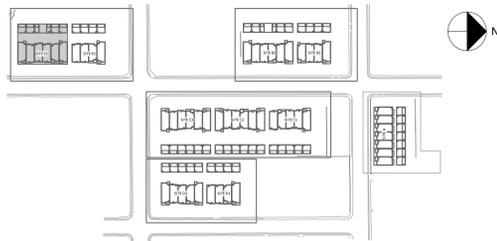
DRAWN BY: LIM

CHECKED BY: SKM

SITE E1
ELEVATIONS

37

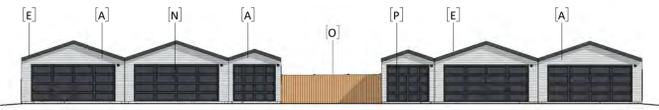
SHEET 37



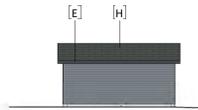
GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

GARAGE NOTES:
- 2 PARKING SPACES PROVIDED FOR EVERY UNIT
- GARAGE COLOR PALETTE TO VARY FROM SITE TO SITE



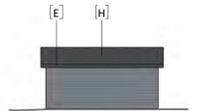
9 TYP. GARAGE DOOR ELEVATION
1/16" = 1'-0"



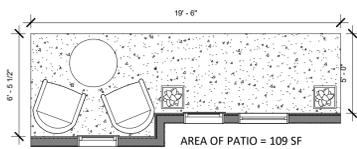
5 TYP. SIDE GARAGE ELEVATION
1/16" = 1'-0"



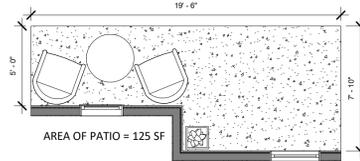
10 TYP. GARAGE ACCESS ELEVATION
1/16" = 1'-0"



7 TYP. SIDE GARAGE ELEVATION 2
1/16" = 1'-0"



TYP. PATIO PLAN
3/16" = 1'-0"



TYP. PATIO PLAN VERSION 2
3/16" = 1'-0"

MATERIAL LEGEND

RE: COLOR ELEVATIONS & MATERIAL SAMPLES FOR COLOR INFORMATION

HATCH	MATERIAL	COLOR	SAMPLE
[Pattern]	CONCRETE	CONCRETE	[Sample]
[Pattern]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 - SERIOUS GRAY	[Sample]
[Pattern]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 - OYSTER BAY	[Sample]
[Pattern]	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 - SERIOUS GRAY	[Sample]
[Pattern]	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Pattern]	BRICK	SUMMIT BRICK - THISTLEDOWN	[Sample]
[Pattern]	PAINTED SOFFIT	SHERWIN WILLIAMS - SW 7076 - CYBERSPACE	[Sample]
[Pattern]	OWENS CORNING SHINGLES	ESTATE GRAY	[Sample]

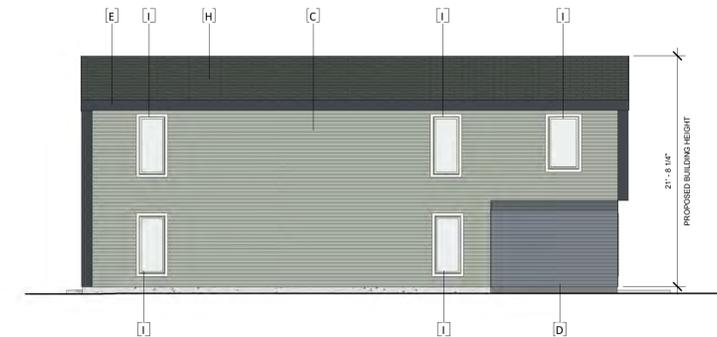
MATERIAL BREAKDOWN			
TOTAL AREA OF MATERIAL	15% MIN. REQ. MASONRY	% MASONRY PROVIDED	% COMPOSITE WOOD PROVIDED
2238 SF	336 SF = 15%	704 SF = 31%	1534 SF = 69%

ELEVATION KEYNOTE LEGEND

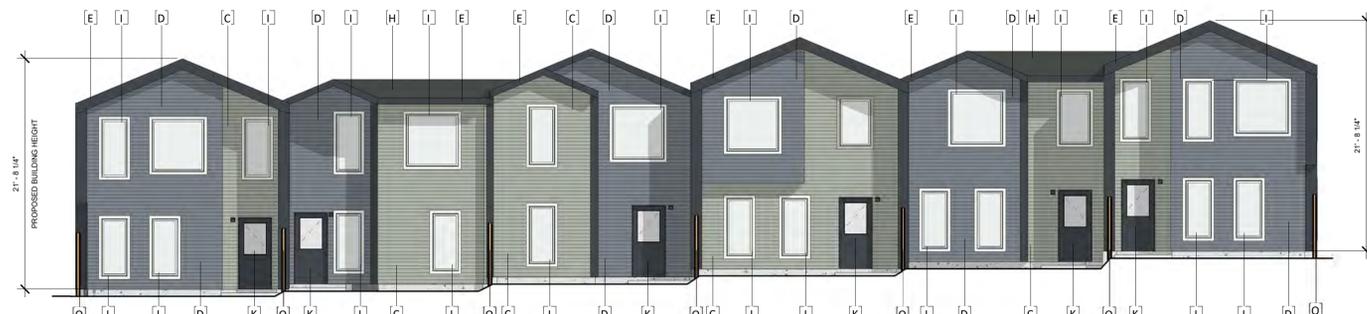
KEYNOTE	MATERIAL	COLOR
A	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6231 ROCK CANDY
B	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 9071 DYERS WOAD
C	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6206 OYSTER BAY
D	LP SMARTSIDE 4" SMOOTH LAP SIDING	SHERWIN WILLIAMS - SW 6256 SERIOUS GRAY
E	LP SMOOTH PANEL VERTICAL SIDING	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
F	SUMMIT BRICK	THISTLE DOWN
G	SUMMIT BRICK	BURGUNDY
H	ARCHITECTURAL COMPOSITE SHINGLES OWENS CORNING	ESTATE GREY
I	VINYL WINDOWS	WHITE
J	FRONT DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
K	HALF LITE DOOR	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
L	POST	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
M	PORCH STOOP	SHERWIN WILLIAMS - SW 7076 CYBERSPACE
N	16'X7' GARAGE DOOR	PAINT TO MATCH BUILDING COLOR PALETTE
O	6' FENCE	NATURAL WOOD FINISH COLOR



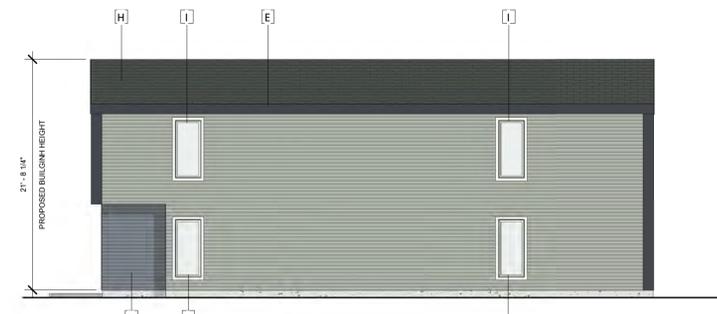
2 SITE E2 EAST ELEVATION (AKRON STREET)
1/8" = 1'-0"



1 SITE E2 NORTH ELEVATION (13TH AVENUE)
1/8" = 1'-0"



4 SITE E2 WEST ELEVATION
1/8" = 1'-0"



3 SITE E2 SOUTH ELEVATION
1/8" = 1'-0"

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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

NO. DATE REVISION BY

DATE: 10.25.2021
DRAWN BY: LIM
CHECKED BY: SKM

SITE E2
ELEVATIONS

38

SHEET 38

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE A FRONT FACADE:



SITE A BACKYARD FACADE:



SITE A FRONT FACADE:



SITE A STREET VIEW 14th AVENUE:



SITE A FRONT FACADE:



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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

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DATE: 10-25-2021

DRAWN BY: EJM

CHECKED BY: SKM

SITE A
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE A BIRDS EYE FRONT:



SITE A BIRDS EYE BACK:



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SITE A
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

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CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE B BUILDING 1 FRONT FACADE:



SITE B BACKYARD FACADE:



SITE B BUILDING 2 FRONT FACADE:



SITE B STREET VIEW AKRON STREET:



SITE B BUILDING 2 FRONT FACADE:



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SITE B
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE B BIRDS EYE FRONT:



SITE B BIRDS EYE BACK:



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SITE B
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE C BUILDING 1 FRONT FACADE:



SITE C BACKYARD FACADE:



SITE C BUILDING 3 FRONT FACADE:



SITE C STREET VIEW AKRON STREET:



SITE C BUILDING 2 FRONT FACADE:



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SITE C
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

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SITE C BIRDS EYE FRONT:



SITE C BIRDS EYE BACK:



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GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
ARAPAHOE, STATE OF COLORADO

21-137

NO. DATE REVISION BY

DATE: 10.25.2021

DRAWN BY: EJM

CHECKED BY: SKM

**SITE C
RENDERINGS**

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE D BUILDING 2 FRONT FACADE:



SITE D STREET VIEW ALTON STREET:



SITE D BACKYARD FACADE:



SITE D BUILDING 1 FRONT FACADE:



SITE D BUILDING 2 FRONT FACADE:



ARCHITECT / DEVELOPER



1335 S. INCA ST.
DENVER, CO 80223
(303)997-4001

CIVIL ENGINEER / SURVEYOR



CIVIL SURVEY / PLANNING / LANDSCAPE
3463 RINGBY CT, SUITE 125
DENVER, CO 80216
720.598.0804
INFO@ALTITUDELANDCO.COM
WWW.ALTITUDELANDCO.COM

LANDSCAPE ARCHITECT



767 SANTA FE DRIVE
DENVER, CO 80204
(303)742-1411

ELECTRICAL ENGINEER



DYNAMIC MEP CONSULTING ENGINEERS
1380 HOYT STREET, SUITE 200
LAKEWOOD, CO 80215
(303)423-3208

GRAND AVE.
SITE PLAN WITH ADJUSTMENT
CITY OF AURORA, COUNTY OF
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21-137

NO. DATE REVISION BY

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SITE D
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE D BIRDS EYE FRONT:



SITE D BIRDS EYE BACK:



ARCHITECT / DEVELOPER



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(303)423-3208

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21-137

NO. DATE REVISION BY

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SITE D
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE E BUILDING 2 FRONT FACADE:



SITE E BACKYARD FACADE:



SITE E BUILDING 2 FRONT FACADE:



SITE E STREET VIEW AKRON STREET:



SITE E BUILDING 1 FRONT FACADE:



ARCHITECT / DEVELOPER



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(303)423-3208

GRAND AVE.
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ARAPAHOE, STATE OF COLORADO

21-137

NO.	DATE	REVISION	BY

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SITE E
RENDERINGS

GRAND AVE. SITE PLAN WITH ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



SITE E BIRDS EYE FRONT:



SITE E BIRDS EYE BACK:



ARCHITECT / DEVELOPER



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LANDSCAPE ARCHITECT



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LAKEWOOD, CO 80215
(303)423-3208

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SITE E
RENDERINGS

Neighborhood Comments

1st Round Review

Name: Allie Runne: Neighbor Comment Please make sure there is lots of parking. Parking for tenants, guests, just a lot of parking. Also, the townhomes that Redt Homes built in Berkeley are ugly as hell. Please build something more attractive.

Name: Margaret Turco Organization: Del Mar Neighborhoods United Comment: DMNU has no objections to this development. We would ask that special attention be given to adequate security lighting given the activities that have been ongoing on these properties.

Name: Nadine Caldwell Organization: Northwest Aurora Neighborhood Organization Comment: Having had more time to study the site plan, we find the housing to be rather unattractive. Too much of the same design, with no breaks in the elevation. Looks too similar to barracks or housing on military bases. The color scheme is quite dull and dark. We have the opportunity to have 53 new townhomes built on 5 different sites, with 10 different buildings. This is not a great- looking project and the developer needs to make some changes to make it more attractive. This is a huge development and having the same looking buildings in that one area will do nothing to enhance the neighborhood. We would be supportive of having some discussion with the developer to see what changes can be made to the design of these townhomes to give them more character with a better design. Make some changes to the elevations, etc. The two townhomes that are on Yosemite directly South of this project are a good example of a poor design on the outside. Let's not have any more poorly designed buildings in that area. This could be a great development, let's make that happen with some design changes to the buildings.

2nd Round Review

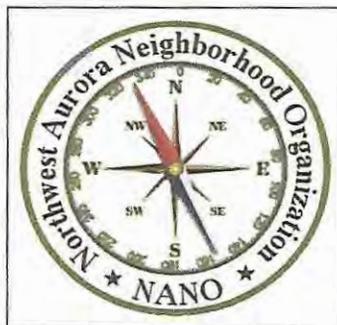
Name: Nadine Caldwell Organization: Northwest Aurora Neighborhood Organization Comment: We had a board meeting last night and I printed off a couple of pictures to show to the board. We don't see any changes, except for a couple of colors but that basic dark color they use (they said it was dark green, but black is also used.) dominates everything. If they made changes to the elevations, we can't see it. Our opinion still stands that this project is very unattractive. Too much of the same design and we still think they look like barracks on an old military base. Actually the military bases now have beautiful houses they build - nothing like this anymore. They have learned their lesson. We have a great opportunity to make this a beautiful area but this project, as is, will not do that. We are quite disappointed that they didn't hear what we said. They actually have some great amenities: elec. car chargers, solar roof panels, no gas hookups, fencing, lighting, private alleys but it is the outside appearance that really counts.

3rd Round Review

Name: Nadine Caldwell Organization: Northwest Aurora Neighborhood Organization Comment: The previous comments remain and concerns have not been addressed.

Name: Margaret Turco Organization: Del Mar Neighborhoods United Comment: We still have reservations about the over-all appearance of these units. In Ms. Cuypers' response, she provides an explanation of their design concepts, but disregards the fact that the comments show a general dislike for this style and color scheme. Would the homeowners be allowed to change the color of their unit in the future if they wish? I don't see any reference to a rain guttering system. With no roof overhang at all at the ends of the building, water will be draining right there at the foundation. It isn't clear whether or not any

of the windows open. If not, that is concerning especially in regard to emergency egress from the 2nd floor.



**Northwest Aurora Neighborhood Organization (NANO)
P. O. Box 31309
Aurora, CO 80041**

June 8, 2022

Sarah Wilde, Senior Planner
City of Aurora

Re: 1400 Akron Street development

There has been a lot of discussion about this particular project called "Grand Avenue" and our neighborhood (NANO) would like to bring you up-to-date on where we are at in the process. As you know, when we received a referral on this project, we had some concerns with the name (which was changed), color schemes and elevations.

On Monday, May 9, we invited the Red T Homes group to meet with the Board of Directors of NANO to discuss our concerns. In attendance were: 7 Board Members of NANO, Tom Klein (a local restaurant owner, Carm & Gia Metropolitan Restaurant), Nathan Adams (owner of Red T Homes), Camille Cuypers (project manager) and Margaret Turco (President of Del Mar United Neighborhood). Tom was there to support the project as a local business owner and Margaret was there because this project is in the Del Mar area, not the NANO area – but we can make comments.

Nathan gave a quick overview of the project: energy efficient units, all electric, extra insulation, fenced backyards, back alley, garages, solar ready, car charging station, porches, etc.

We went over the color schemes that we did not like. Nathan then presented color pallets in large pictures and we took out the dark colors and substituted lighter ones. He agreed to break up the monotony of colors by having 3 buildings in one set of colors and 2 buildings in another set of colors, which was a good idea. We did not make any changes to the elevations because in the larger set of pictures we were able to see that there were variances in the buildings. Then we took the set of color schemes to our general meeting for NANO on May 12, and showed it to our members. They were all on board with the new colors.

Nathan did mention he is building 10 units in Golden. We asked to go see them but the siding has not been put on yet, so we wouldn't be able to see the actual colors.

The other thing I wanted to mention about the buildings and color schemes. In the last couple of months, I have had the opportunity to be in Boulder, Estes Park, Longmont, Northglenn, Thornton, Englewood and Denver. Driving through these areas I have found that there are dozens of new buildings that are the exact same color schemes that this project is using. The only color that we have left out is burnt orange, which is good. The buildings themselves are built just like these but some are 4 or 5 stories tall and some are a block long. So, what they are building is what I am seeing everywhere. Being confined to my home for a couple of years, I had not noticed any of this new construction until just this year and I would say we are on target with the rest of the communities.

At this point we are giving our approval of this project. This is a very difficult area in the City to develop as Denver is across the street and all of the development facing these townhomes are apartments. This area is pretty much vacant land and has been taken over by the homeless and I know they have spent about \$10,000 just cleaning up the trash on their land. We really need to move ahead with this project as soon as possible so we can eliminate the undesirable element that has taken over that area. I also wanted to mention that NANO has spent many hours discussing this project, more so than any other project we have looked at so we don't take it lightly when we say, "We approve".

Nadine Caldwell, referral manager
Board Member
Northwest Aurora Neighborhood Organization
303-364-2859

10/21/2022

Dear Jim Twombly–City Manager of Aurora,

We are writing this letter as a group of adjacent property owners to the Grand Avenue Site to issue a formal appeal and voice our opposition to the Aurora Planning Commission’s decision to approve this site on October 12th, 2022.

We believe that the construction of this site will lead to the displacement of our community and will have the result of kicking out local community members from the neighborhood. Property taxes and rents will increase to the point that we will be unable to afford to live here and we will be forced to leave.

We also are concerned that the development is not doing enough to mitigate the traffic impacts on the neighborhood, especially with the Vega School in the neighborhood.

Specifically, we believe that the following pieces of Section 146-5.4.3.B.2.C. were applied incorrectly:

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

We are not against construction happening at these sites, but we believe strongly that what is built should be something that serves and is accessible to our local community.

Celia Caballero

Celia Caballero
1341 Akron St. Aurora CO 80010

Elida Arbizu

Elida Arbizu
1323 Akron St Aurora CO 80010

Maria Garcia

Maria Garcia
1385 Alton St. Aurora CO 80010



**Planning and Zoning Commission Minutes
October 12, 2022**

Commissioners Present

**Garrett Ahern – Arrived late
Melvin Bush
Sonda Banka
Robert Gaiser
Becky Hogan
Gayle Jetchick
Garrett Walls**

1. Study Session - 5:00 p.m. – No Study Session Scheduled

2. Regular Meeting - Call to Order 6:10 p.m.

3. Roll Call

4. Pledge of Allegiance

Not Conducted Due to Virtual Meeting

5. Approval of the Planning Commission Minutes

5.a September 28, 2022 Draft Minutes

A MOTION WAS MADE BY COMMISSIONER WALLS AND SECONDED BY COMMISSIONER HOGAN TO APPROVE THE MINUTES AS SUBMITTED

MINUTES APPROVED UNANIMOUSLY

6. Adoption of Agenda

A MOTION WAS MADE BY CHAIRMAN BUSH AND SECONDED BY COMMISSIONER JETCHICK.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 7a-b WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.



Planning and Zoning Commission Minutes
October 12, 2022

7. General Business

7.a. PARKSIDE WINE AND SPIRITS – CONDITIONAL USE FOR RETAIL LIQUOR STORE IN MU-TOD

The applicant, Parkside Specialty Wine and Spirits, LLC, is requesting approval for a Conditional Use to allow for a retail liquor store. The business is located at 14565 E Alameda Avenue Unit A, at the southeast corner of E Alameda Parkway and Sable Boulevard within the Parkside Development. The property is zoned Mixed-Use Transit Oriented Development (MU-TOD; Core Subdistrict). Retail liquor stores require Conditional Use in this zoning classification.

The Parkside mixed-use development was constructed over the past two years and includes both residential and commercial uses. The current space is vacant and is considered ground-floor retail. The applicant leases the space from Parkside Aurora, LLC, and is authorized by ownership to pursue this conditional use application. Automobile access to the retail space is from E Alameda Boulevard with pedestrian access from both Sable and East Alameda Boulevards. Parking for the retail space is internal to this development and is shared with retail businesses such as Cheba Hut, Playa Bowls, Gina's Kitchen, and The Halal Guys restaurants.

Section 146-3.3.5.R.2 of the Unified Development Ordinance states: *No retail liquor store or liquor-licensed drugstore, not existing or operating on February 1, 2004, shall be established, operated, or maintained within 1,500 feet of another liquor store as measured in a straight line from the nearest portion of the exterior of the existing business to the nearest portion of the exterior of the proposed business.* The closest existing liquor store is Big Liquor Warehouse located at 100 S Abilene Street. This retail business is 2,118.5 feet (as measured per code) from the applicant's proposed business.

Five (5) abutting property owners and sixteen (16) registered Neighborhood Organizations were notified of this application. Four neighborhood comments were received for this proposal and expressed support for the conditional use application. Therefore, a neighborhood meeting was not held.

Testimony Given at the Hearing:

Ariana Muca, Case Manager, gave a presentation of the item, including the staff recommendation.

James Beimford, Beimford and Associates, applicant, was available for questions.

Elsa Kasa, Parkside Wine and Spirits LLC, applicant, was available for questions.

Larry Braud, Parkside @ City Center, was available for questions.



**Planning and Zoning Commission Minutes
October 12, 2022**

There was no public comment.

There were no questions from the commissioners.

Planning Commission Results

AGENDA ITEM 7a: CONDITIONAL USE FOR RETAIL LIQUOR STORE IN MU-TOD

A MOTION WAS MADE BY COMMISSIONER WALLS AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3, FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH ALL APPLICABLE STANDARDS, REGULATIONS, AND PLANS INCLUDING THE COMPREHENSIVE PLAN;
2. IT ALIGNS WITH THE COMPREHENSIVE PLAN FOR BRINGING IN NEW BUSINESS TO THE AREA;
3. IT IS CONSISTENT WITH THE SIZE, SCALE, HEIGHT, DENSITY, AND MULTI-MODAL TRAFFIC IMPACTS OF THE PROPOSED USE ARE COMPATIBLE WITH EXISTING AND PLANNED USES IN THE SURROUNDING AREA AND,
4. IT MITIGATES ANY ADVERSE ENVIRONMENTAL IMPACTS AND THE APPLICANT SHOWS A WILLINGNESS TO ADDRESS ANY POTENTIAL IMPACTS THAT MAY ARISE.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



**Planning and Zoning Commission Minutes
October 12, 2022**

7.b.

GRAND AVE – SITE PLAN WITH ADJUSTMENTS

The applicant, RedT Homes, is requesting approval of a Site Plan for 53 single-family attached townhome units on five (5) “infill” sites. The assemblage of 3.45-acres includes parts of five blocks along Akron Street and Alton Street, between 13th Avenue and 14th Avenue, and is mostly vacant except for a few abandoned and developer-owned single-family buildings. The subject properties are within three separate zone districts, Mixed-Use Original Aurora - Main Street (MU-OA-MS) District, Mixed-Use Original Aurora - Medium Residential Density (MU-OA-R-2) District, and Mixed-Use Original Aurora – Residential Mixed-Use (MU-OA-RMU) District, and has the Original Aurora placetype designation in the Comprehensive Plan. The subject property is generally bordered by a bank to the north, vacant land, single-family detached homes, and multi-family to the east, vacant land, multi-family (Denver) and a school to the west, and single-family detached homes to the south. One adjustment is requested for the minimum lot area for townhome lots required in the Unified Development Ordinance (UDO).

Ten multiple-unit townhome buildings are proposed for the overall site. The Site A building contains seven (7) units; Site B buildings contain four (4) units and six (6) units; Site C1 building contains six (6) units; Site C2 buildings contain six (6) units and five (5) units; Site D buildings contain five (5) units and four (4) units; and Site E buildings contain four (4) units and six (6) units, for a total of 53 units. All townhome buildings are oriented to streets and are alley-loaded. Parking is proposed in individual detached two and one-car garages for each unit and is oriented towards the public or private alleys, so they are not visible from the adjacent street frontages. 106 parking spaces are proposed, which include primarily two-car garage spaces. The buildings will be two stories tall and on-site useable outdoor spaces are also proposed for each lot in the form of small front and back yards. All units will have a ground-level entrance facing either 14th Avenue, Akron Street, or Alton Street to activate the street frontages.

Existing sidewalks will be widened to a 12’ urban treatment along 14th Avenue in conformance with the city’s urban street standards, while a 6’ detached sidewalk with curbside landscaping will be installed along 13th Avenue, and Akron and Alton Streets, as the surrounding context is generally lower density residential. Infrastructure improvements are also proposed to comply with water, sanitary sewer, storm, detention, and water quality requirements. The Site Plan is consistent with all approval criteria in the UDO and the adjustment requested is for minimum lot size requirements only applicable to Site A, located at the northeast corner of 14th Avenue and Akron Street.

Thirty-three adjacent property owners and 11 registered neighborhood organizations were notified of the application. Three written comments were received with the first and second submittals, one from an adjacent property owner and two from registered neighborhood organizations. Comments expressed were generally supportive of the development with concerns regarding lighting, parking, building design, and colors.



**Planning and Zoning Commission Minutes
October 12, 2022**

Testimony Given at the Hearing:

Stephen Rodriguez, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Banka asked if the property is for rent or sale units.

Mr. Rodriguez responded that it is his understanding that the units are for sale and deferred to the applicant to provide additional information.

Nathan Adams and Joshua Botts, redT Homes, representing the applicant, gave a presentation of the item. Mr. Adams reviewed the green building designs and policies of their developments.

Mr. Adams also commented that redT Homes recently became aware of a group in opposition to the project due to a belief that the proposed townhomes will be luxury housing. Mr. Adams denied that the proposed development will be luxury housing. Mr. Adams proceeded to provide details on attempts to engage in communications with the group that proved unsuccessful.

Mr. Adams then provided information on efforts to hire from within and offer homes first to people within the 80010 zip code, these include looking for subcontractors within the zip code and building a presale list.

Mr. Adams indicated that the townhomes are projected to sell as entry-level housing in the \$500,000 range, below the \$1,000,000 level established by the Denver Metro Association of Realtors as luxury housing.

Mr. Adams further commented that the site has a public nuisance with health and safety issues. Additional details were provided on witnessed activities on the site pertaining to substance use and other illicit activities.

Mr. Botts provided technical details of the proposed development and indicated 53 townhomes and ten buildings would be built. Mr. Adams noted these developments would consist of 35% masonry and matching setbacks to the existing neighborhood with vibrant color pallets to provide contrast between the units but also blend into the neighborhood.

Mr. Botts further reviewed design plans to address pedestrian safety and traffic and indicated 90% of the standard is met for interior and exterior lots with an adjustment requested to lot size.

Commissioner Banka asked if these will be prefab homes or stick-built.

Mr. Adams responded that these will be stick-built.

Commissioner Banka commented that the development appears to be lot and block and asked if it would qualify for FHA or VA-type financing.



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Mr. Adams responded, yes, and further stated that it is intentional for the design to be lot and block and qualify for that type of financing. Mr. Adams further stated that they are building three- and four-bedroom townhomes intentionally to accommodate larger family sizes in the neighborhood.

Commissioner Banka also asked if the developer will provide landscaping on the green space between homes or if that would be left to the homeowner.

Mr. Adams indicated that has not yet been decided however these will be fenced-in yards and likely they will provide the landscaping. Mr. Adams stated in the event that they don't provide landscaping, it will be offered as an upgrade to be financed into the purchase of the property.

Commissioner Hogan asked who would be providing common area maintenance and what would be the price point.

Mr. Adams responded that there will be a management company in place for landscape maintenance and snow removal at an anticipated cost of less than \$100 per month. However, the homeowner would be responsible for insurance, water, heating, cooling, and exterior maintenance.

Commissioner Hogan asked if all issues were resolved with North Aurora Neighborhood Organization (NANO).

Mr. Adams responded yes and provided information on neighborhood meetings and collaboration with NANO.

Commissioner Hogan also asked for information on communications with East Colfax Community Collective.

Mr. Adams noted East Colfax Community Collective Aurora, an unregistered neighborhood organization, has voiced opposition. Information was provided on attempts at communication with the group.

Commissioner Jetchick asked how many people will be displaced by demolishing structures on the site.

Mr. Rasmussen responded that there are six vacant buildings and one metal shed on the property and no residents or businesses would be displaced.

Scott Rasmussen and Ethan Miller, redT Homes, agents representing the applicant, were available for questions.

Alexis Moncada, a citizen, commented on the item. Ms. Moncada expressed concern that the proposed development may displace working-class residents and people of color in the surrounding community.



**Planning and Zoning Commission Minutes
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Daniel Money, City Attorney, reminded speakers to provide their full name and address for the record when they speak.

Commissioner Ahern joined the meeting at 6:58 pm. Commissioner Ahern indicated he will abstain from voting on cases considered during today's meeting.

Fatima Prieto, a citizen, was called on to provide a comment on the item. No response was received.

Eliza Lucero, a citizen, opposed the item due to concern the development may displace middle to low-income families and immigrant residents in the area. Ms. Lucero commented that solutions are needed to address affordable housing and homelessness in the community.

Kelesy Medina, a citizen, opposed the development due to concerns that rents, and property taxes, may increase for surrounding residents leading to displacement. Ms. Medina also voiced concerns about traffic impacts on neighborhood schools.

Lauren Godbey, a citizen, opposed the item due to concerns about gentrification, affordability, and overdevelopment.

Dakota Dexter, a citizen and volunteer with Liberation Center, opposed the item due to concerns regarding affordability.

Brendan Greene, a citizen and board director of East Colfax Community Collective, commented that the neighborhood association has chosen not to engage in a community benefits agreement with the developer because the developer has made clear they will not be pursuing affordable housing. Concerns were expressed on the affordability of the proposed development.

Sarah Thomas, a citizen, opposed the item due to concerns that the development would be luxury housing and that residents may be displaced.

Joshua (NO LAST NAME GIVEN), a citizen and volunteer with Liberation Center, opposed the item due to concerns about affordability.

Allie Runne, a citizen, expressed support for the development and commented on health and safety issues in the vacant lot. Ms. Runne also commented that there is a need for housing options in the area.

Elle Taylor, a citizen, opposed the development due to concerns about resident displacement and homelessness.

Alex Borenstein, a citizen and volunteer with Liberation Center, opposed the item due to concerns about impacts on the homeless in the area. Mr. Borenstein also stated that affordable housing and/or drug-addiction services would be better suited to the site.

Commissioner Bush thanked all citizens who waited to voice their opinion and feelings. Commissioner Bush commented that the commission will try to make the best decisions with reference to Code Section 146.



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Jose Chavez, a citizen, supported the item and commented that the proposed pricing of the development is comparable to current housing prices in the area. Mr. Chavez also voiced concerns about safety in the vacant lot.

Medha Gudavalli, a citizen and student of Anschutz Medical Campus, opposed the item due to concerns about gentrification.

Alfonso Espino, a citizen, and an affiliate of Liberation Center spoke in opposition to the item due to concerns about affordability and impacts on homelessness.

Elle Taylor, a citizen and an affiliate of Liberation Center opposed the development and expressed concerns that community needs are not being met and resident displacement may occur.

Lena Hunicke-Smith, a citizen and volunteer with Liberation Center, commented on the item. Mr. Hunicke-Smith opposed the development and expressed concerns regarding its impact on the homeless community who may be utilizing the vacant site.

Joey Friedmann, a citizen, expressed support for the development due to crime, health, and safety concerns in the vacant lot. Mr. Friedmann voiced concerns that the site is a public nuisance and questioned the familiarity of the Liberation Center with the condition of the site. Mr. Friedmann noted that it is the developers' decision to offer market-rate products.

Jeremy Hedlund, a citizen and volunteer with Liberation Center, opposed the project and stated that an affordable housing development may be better suited for the community.

Pamela Howard, a citizen, opposed the project due to concerns about gentrification.

Mr. Adams, redT Homes, responded to citizen comments. Mr. Adams expressed concern that only four citizens who commented on the item reside near the proposed development. Mr. Adams also commented that limiting housing development will adversely raise rates due to supply. Mr. Adams further commented that development is use by right.

Commissioner Ahern thanked redT for bringing development to the area.

Commissioner Walls asked the applicant if neighborhood comments were received from Del Mar Neighborhood United.

Mr. Adams indicated that yes comments were received, and Del Mar expressed support for the project in alignment with NANO.



**Planning and Zoning Commission Minutes
October 12, 2022**

Planning Commission Results

AGENDA ITEM 7b: SITE PLAN WITH ADJUSTMENTS

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE, WITH ONE CONDITION, THE SITE PLAN WITH ONE ADJUSTMENT FOR MINIMUM LOT SIZE FOR SITE A (LOTS 2-7-BLOCK1), BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.3.B.2 FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE APPLICABLE UDO STANDARDS AND REVIEW CRITERIA;
2. IT ENHANCES THE EXISTING CITY INFRASTRUCTURE;
3. IT IMPROVES MULTI-MODAL CONNECTIVITY WITHIN THE DEVELOPMENT AND TO ADJACENT SITES;
4. IT IS COMPATIBLE WITH SURROUNDING LAND USES; AND,
5. IT MITIGATES ANY ADVERSE IMPACTS TO THE SURROUNDING AREA.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY WITH COMMISSION AHERN ABSTAINING



**Planning and Zoning Commission Minutes
October 12, 2022**

- 8. Public Invited to be Heard**
There was no public comment.

- 9. Commissioner Comments/Miscellaneous Items of Business**
Commissioner Jetchick questioned if the 2023 Planning Commission schedule would now be decided.

A MOTION WAS MADE BY CHAIRMAN BUSH AND SECONDED BY COMMISSIONER GAISER TO APPROVE THE 2023 PLANNING COMMISSION MEETING DATES.

APPROVED UNANIMOUSLY WITH COMMISSION AHERN ABSTAINING.

Commissioner Walls commented on the authority granted to the Planning and Zoning Commission. Commissioner Walls stated that the scope of the commission is limited to Code Section 146 and a few other documents and further stated that, as a quasi-judicial committee, commissioners must balance public testimony versus what the code states. The commission is not authorized to make policy and cannot way into matters of gentrification or affordable housing due to its narrow scope of authority. Commissioner Walls commented that there are other avenues for the public to pursue these issues but that is not the role of the Planning and Zoning Commission.

Chairman Bush thanked the commissioner and then thanked the staff for all the affordable housing which is passed.

Commissioner Banka commented that, according to the Colorado Association of Realtors, the average housing price in the 80011 and 80010 areas is \$480,870.

- 10. Reports**
10.a Report by Planning Division Manager
Brandon Cammarata, Planning Manager, did give a report.

- 10.b Report by City Attorney**
Dan Money, City Attorney, was available for questions. Mr. Money thanked the commission for their work in assessing projects per the zoning code.

- 11. Adjournment**
Chairman Bush adjourned the meeting at 8:11 p.m. until Wednesday, October 26, 2022.

Minutes Approved

A handwritten signature in cursive script, appearing to read "Melvin Bush".

Melvin Bush, Chairman

City of Aurora Planning Commission Case Report

Project Title: Grand Ave – Site Plan with Adjustment
Date: October 12, 2022
Development Application Number: DA-2295-00
Case Number: 2021-4030-00
Case Manager: Stephen Rodriguez
Applicant: RedT Homes
General Location: Akron and Alton Streets, generally between 13 th and 14 th Avenue
Ward: I

Project Summary:

The applicant, RedT Homes, is requesting approval of a Site Plan for 53 single-family attached townhome units on five (5) “infill” sites. The assemblage of 3.45-acres includes parts of five blocks along Akron Street and Alton Street, between 13th Avenue and 14th Avenue, and is mostly vacant except for a few abandoned and developer-owned single-family buildings. The subject properties are within three separate zone districts, Mixed-Use Original Aurora - Main Street (MU-OA-MS) District, Mixed-Use Original Aurora - Medium Residential Density (MU-OA-R-2) District, and Mixed-Use Original Aurora – Residential Mixed-Use (MU-OA-RMU) District, and has the Original Aurora placetype designation in the Comprehensive Plan. The subject property is generally bordered by a bank to the north, vacant land, single-family detached homes and multi-family to the east, vacant land, multi-family (Denver) and a school to the west, and single-family detached homes to the south. One adjustment is requested for the minimum lot area for townhome lots required in the Unified Development Ordinance (UDO).

Ten multiple-unit townhome buildings are proposed for the overall site. The Site A building contains seven (7) units; Site B buildings contain four (4) units and six (6) units; Site C1 building contains six (6) units; Site C2 buildings contain six (6) units and five (5) units; Site D buildings contain five (5) units and four (4) units; and Site E buildings contain four (4) units and six (6) units, for a total of 53 units. All townhome buildings are oriented to streets and are alley-loaded. Parking is proposed in individual detached two and one-car garages for each unit and is oriented towards the public or private alleys, so they are not visible from the adjacent street frontages. 106 parking spaces are proposed, which include primarily two-car garage spaces. The buildings will be two stories tall and on-site useable outdoor spaces are also proposed for each lot in the form of small front and back yards. All units will have a ground-level entrance facing either 14th Avenue, Akron Street, or Alton Street to activate the street frontages.

Existing sidewalks will be widened to a 12’ urban treatment along 14th Avenue in conformance with the city’s urban street standards, while a 6’ detached sidewalk with curbside landscaping will be installed along 13th Avenue, and Akron and Alton Streets, as the surrounding context is generally lower density residential. Infrastructure improvements are also proposed to comply with water, sanitary sewer, storm, detention, and water quality requirements. The Site Plan is consistent with all approval criteria in the UDO and the adjustment requested is for minimum lot size requirements only applicable to Site A, located at the northeast corner of 14th Avenue and Akron Street.

Applicant’s Request:

Site Plan Approval with One Adjustment

Community Comments:

Thirty-three adjacent property owners and 11 registered neighborhood organizations were notified of the application. Three written comments (See Exhibit G) were received with the first and second submittals, one from an adjacent property owner and two from registered neighborhood organizations. Comments expressed were generally supportive of the development with concerns regarding lighting, parking, building design, and colors. See the Neighborhood Engagement section to follow for further details and Exhibit H for the Northwest Aurora Neighborhood Organization's (NANO's) approval.

Major Issues Discussed During Development Review:

- Neighborhood Engagement
- Adjustment
- Building Architecture
- Site Layout/Infrastructure and Site Improvements

Results of Development Review:

Neighborhood Engagement. After acknowledging concerns from an abutting property owner and two registered HOAs, the applicant conducted a virtual neighborhood meeting on January 4, 2022. Concerns were expressed by attendees regarding security lighting, proposed building architecture, and the cost of the townhomes. After these outreach efforts, another neighborhood group, the East Colfax Community Collective Aurora expressed concerns about the proposal, the applicant held another virtual neighborhood meeting on August 25, 2022. Some of the concerns expressed were neighborhood displacement, gentrification, neighborhood character, and starting price points for the townhomes. The applicant's team adequately addressed the concerns raised at both meetings.

Adjustment. The request pertains to Section 146-2.4.4.E (Table 2.4-5) of the Unified Development Ordinance (UDO) regarding minimum lot size and the proposed lots on Site A located on the northmost portion of the development. When originally submitted, Lots 2-7 of Block 1 *included* the square footage of the private drive (alley) easement. During the review cycle, the applicant was directed by staff to create a tract for the private drive resulting in the lots being slightly below the required minimum lot areas. The interior lot area minimum is 1,800 square feet and the applicant is proposing approximately 1,612-1,623 square feet for Lots 2-6. The exterior or corner lot has a minimum 2,500 square-foot lot area requirement and the applicant is proposing approximately 2,344 square feet for Lot 7.

Staff is in support of the adjustment request because it meets the intent of the UDO criteria, to not result in increased on-street parking, will have no material adverse impact on any abutting lot, and will result in a perception of development quality equal to or better than would have been required without the adjustment.

Building Architecture. Throughout the review process, staff and the applicant worked together on building design to ensure that the townhome elevations meet the requirements of the UDO. As a result, each building incorporates four-sided architecture and utilizes similar colors and materials. The townhome facades provide visual interest along the streetscapes in accordance with the Original Aurora Design Standards. The buildings' elevations include changes in materials and colors, variations in roof form, changes in wall planes, awnings, and varied fenestration. (See Exhibits E and F). The primary materials include a brick wall system, smooth panel vertical siding, and smooth lap siding. The color scheme includes primarily lighter tones (white, grays) and all townhome buildings meet the design standards for projects within Original Aurora relative to building form, materials, massing, ground floor articulation, and roof design. Additionally, the applicant met on May 9th of this year with NANO to examine the design and color scheme of the townhomes. As a result, the applicant incorporated a softer color palette, substituting lighter colors for darker ones based on the input from NANO. Members of NANO supported the new color schemes at a subsequent meeting on May 12th of this year (See Exhibit H).

Site Layout/Infrastructure and Site Improvements. The subject property is primarily undeveloped except for a few vacant single-family residential buildings along the west side of Alton Street. Some of the vacant buildings are set to be demolished in the immediate future. In initial meetings with the applicant, staff highlighted the importance of activating the adjacent street frontages and providing ground-level entrances for the townhome units. Detached alley-loaded one and two-car garages are provided. Each townhome building will be on its own lot and will be accessed via a private drive or public alley.

The code requires 106 on-site parking spaces (two per unit), and two spaces per unit are proposed. On-street parking is also available on adjacent streets. A minimum of 360 square feet of on-site outdoor space is required per dwelling unit in Original Aurora and this is being met by providing private outdoor yard areas located between the rear of the townhome and the back of the detached garage, to be installed by homeowners.

Infrastructure improvements are required adjacent to the site to widen existing sidewalks and enhance pedestrian safety in the area. The existing attached sidewalks along Akron Street, 14th Avenue, 13th Avenue, and Alton Street are approximately 4-5' wide, so these will be widened to meet accessibility requirements and improve walkability. The sidewalk along 14th Avenue will be improved to 12' wide with tree openings to comply with the city's urban streetscape standards, while 13th Avenue, Akron Street, and Alton Street will be modified to a 6' detached sidewalk with curbside landscaping (see Exhibits C and D). Several openings between buildings on Site B, C1 and C2, D, and E are provided to break up the townhome buildings and provide for drainage. Where required, accessible curb ramps will be installed at intersections and enhanced pedestrian crossings will be provided at various intersections.

Drainage and water quality are proposed via several on-site detention areas and access and maintenance easements are being dedicated as part of the Subdivision Plat. Utilities are also being extended to serve each building. Street trees and curbside landscaping are proposed along all street frontages and landscaping is provided outside of the unit entries to help soften the building façade. A 6' tall wooden fence will be constructed on each side of the on-site open space/yard areas to provide additional privacy for homes.

Summary of Staff Recommendation:

Approval of the Site Plan with an adjustment and one condition. See the last page for the summary.

Detailed Case Analysis

Public Notification:

A legal notice appeared in the Aurora Sentinel on September 29, 2022. The applicant submitted verification of certificates of mailing to adjacent property owners and registered neighborhood organizations.

Community Referrals:

Referrals were sent to the following registered neighborhood organizations within one mile of the site: East Colfax Community Collective, NOAH, Fletcher Gardens Apartments, Stapleton United Neighbors, Yosemite Court HOA, Del Mar Neighbors United, San Miguel Condominium Association, CLEAN, Raft Club Condominiums, NANO, and Aurora Arts District.

Conformance with Code Criteria:

1. Major Site Plan Approval Criteria

Major Site Plan approval criteria are found in Section 146-5.4.3.B.2 of the Unified Development Ordinance:

1. *The application complies with the applicable standards in the UDO, other adopted city regulations, any approved Master Plan that includes the property, and any conditions specifically applied to the development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;*
2. *The city's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;*
3. *Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality, and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;*
4. *The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;*
5. *The application is compatible with surrounding uses in terms of size, scale, and building façade materials; and*
6. *The application mitigates any adverse impacts on the surrounding area to the degree practicable.*

The proposed Site Plan complies with the approval criteria for the following reasons:

- It is consistent with the applicable UDO standards and review criteria;
- It enhances the existing city infrastructure;
- It improves multi-modal connectivity within the development and to adjacent sites;
- It is compatible with surrounding land uses; and,
- It mitigates any adverse impacts to the surrounding area.

Compliance with Comprehensive Plan:

This project is located in the “Original Aurora” placetype in Aurora Places. Original Aurora is the city’s first neighborhood, characterized by a street grid, commercial corridors, established residential areas, and an active arts district. Aurora Places states that “the city seeks to maintain and strengthen the traditional character of Original Aurora while accommodating targeted reinvestment through infill, redevelopment and adaptive reuse. Mixed-use development along key corridors can help support the neighborhood, adding a new dimension of vitality to the area.” This Site Plan is consistent with this vision.

Applicant Information:

Applicant/Agent: RedT Homes

Exhibits:

- | | |
|-----------|-------------------------------|
| Exhibit A | Vicinity Map |
| Exhibit B | Letter of Introduction |
| Exhibit C | Site Plan |
| Exhibit D | Landscape Plan |
| Exhibit E | Building Elevations |
| Exhibit F | Renderings and Material Board |
| Exhibit G | Community Comments |
| Exhibit H | NANO Approval Letter |

Project Statistics

Land Use Analysis

Item	Existing	Permitted / Required	Proposed
Zoning	(MU-OA-RMU, MU-OA-MS, Mu-OA-R-2) Mixed-Use Original Aurora-Residential Mixed-Use District; Mixed-Use Original Aurora-Main Street; Mixed-Use Original Aurora-Medium Residential Density	N/A	No Change
Land Use	Vacant Land and Abandoned Buildings	N/A	Single Family-Attached Townhomes
Parcel Size	3.45 Acres	N/A	N/A
Number of Units	N/A	N/A	53 Units
Number of Sites	N/A	N/A	5
% Building Coverage	N/A	N/A	38%
% Landscape Area	N/A	N/A	44%
% Hard Surface Area	N/A	N/A	18%
Dwelling Units Per Acre	N/A	No Maximum	15 +/- DU/AC
Maximum Building Height	N/A	38'	22'
Total Signage	N/A	Per City Code	TBD
Number of On-Site Parking Spaces	N/A	106 (2 parking spaces per unit)	106 parking spaces

Surrounding Properties

Direction	Zoning	Use
Actual Use		
North	(MU-OA-MS) Mixed-Use Original Aurora – Main Street District	Commercial - Bank
East	(MU-OA-MS) Mixed-Use Original Aurora – Main Street District (MU-OA-R-2) Mixed-Use Original Aurora-Medium Density Residential District	Single-Family Detached Homes, Multi-Family and Vacant Land
West	(G-MU-5) General Urban Multi-Unit 5 Stories (City and County of Denver)	Multi-Family Apartments, Vacant Land and School (Vega Academy)
South	(MU-OA-RMU) Mixed-Use Original Aurora – Residential Mixed-Use District (MU-OA-R-2) Mixed-Use Original Aurora-Medium Density Residential District	Single-Family Detached Homes

Staff Recommendation:

Agenda Item 7b: Site Plan with an Adjustment

Approve, with one condition, the Site Plan with one adjustment for minimum lot size for Site A (Lots 2-7-Block 1), because the proposal complies with the requirements of Section 146-5.4.3.B.2 for the following reasons:

- It is consistent with the applicable UDO standards and review criteria;
- It enhances the existing city infrastructure;
- It improves multi-modal connectivity within the development and to adjacent sites;
- It is compatible with surrounding land uses; and,
- It mitigates any adverse impacts to the surrounding area.

Approval to be subject to the following condition:

1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Public Hearing and Appeal of the October 12, 2022, Planning Commission's Approval of the Grand Avenue Townhome Site Plan with an Adjustment

Item Initiator: Stephen Rodriguez – Planning Supervisor

Staff Source/Legal Source: Stephen Rodriguez - Planning Supervisor / Daniel L. Money – Senior Assistant Attorney

Outside Speaker: Nathan Adams – CEO of redT Homes

Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

- There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- The delay will result in an adverse financial impact to the city
- The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 11/14/2022

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Request by the Mayor to move the item up to 11/14/22.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Stephen Rodriguez

Agenda Item Initiator Name

Stephen Rodriguez

11/2/22

Agenda Item Initiator Signature

Date

Jason P. Batchelor

Late Submission Approver Name (Deputy City Manager)

11/02/22

Late Submission Approver Signature

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Gun Club Road Rights-Of-Way Vacation No. 2
Item Initiator: Deborah Bickmire, Senior Planner
Staff Source/Legal Source: Deborah Bickmire, Senior Planner; Daniel L. Money, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/14/2022

ITEM DETAILS:

INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING TWO PORTIONS OF THE PUBLIC RIGHT-OF-WAY FOR GUN CLUB ROAD, LOCATED EAST OF E-470, BETWEEN EAST 38TH AVENUE AND EAST 48TH AVENUE, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD RIGHTS-OF-WAY VACATIONS NO. 2)

Deborah Bickmire, Senior Planner / Daniel L. Money, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 is a request to vacate two segments of street right-of-way. Street vacations are not subject to Planning Commission review and are directly the responsibility of the City Council.

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

The applicant, Aerotropolis Area Coordinating Metro District, proposes to vacate two segments of Gun Club Road located east of E-470 Highway between E 38th Avenue and E 48th Avenue. The street vacation request is part of a plan to facilitate development for The Aurora Highlands Master Plan (see Exhibit C).

Gun Club Road historically provided access east of E-470 and was realigned in the late **1990's** to accommodate the development of the E-470 toll and maintenance facility located between E 26th Avenue and E 56th Avenue. The right-of-way segments are currently unpaved and have no existing utilities. The existing rights-of-way locations do not align with the proposed roadway network for The Aurora Highlands and subsequently have been replaced with Main Street. Main Street has been constructed from E 26th Avenue to E 42nd Avenue, and provides north/south access through the development. See the attached ordinance for the legal descriptions and illustrations of the right-of-way to be vacated.

The proposed right-of-way vacation meets the criteria found in Section 146-5.4.2.B.3.C for a street right-of-way vacation because it will not restrict access to any parcels and will not reduce the quality of public service to any adjacent property. The proposed right-of-way vacation will allow for a more cohesive design and allow development as approved.

Therefore, staff recommends approval of the right-of-way vacation.

QUESTIONS FOR COUNCIL

Does Council wish to approve the ordinance?

LEGAL COMMENTS

The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not: 1. Create any landlocked parcels; 2. Restrict access to any parcel so that access is unreasonable or economically prohibitive; 3. Vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); 4. Reduce the quality of public services to any property; or 5. Be inconsistent with any transportation plan adopted by the City. (Code Sec. 146-5.4.2.B.3.C) (Money)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

E 48TH AVE

N DENALI BLVD

Subject Site

E-470

N TIBET ST

E 42ND AVE

Subject Site

CITY OF AURORA

UNINCORPORATED ADAMS COUNTY

N MAIN ST

RIVERFRONT DR

The Aurora Highlands Gun Club Road Right-of-Way Vacations No. 2



Aurora is Worth Discovering!



City of Aurora, Colorado

Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.733.1640
GIS@auroragov.org

Case Number: 2022-8006-00
Development Application: #2062-42



Jack E. Reutzel
(303) 894-4410
Jreutzel@fwlaw.com

August 8, 2002

Sent via E-Mail: dbickmir@auroragov.org

Debbie Bickmire
City of Aurora Planning Department
15151 E. Alameda Parkway
Aurora, CO 80112

Re: Gun Club Road Vacation- North of E. 38th Avenue/ South of E. 48th Avenue

Dear Debbie:

The undersigned represents Aurora Highlands, LLC the owner of the subject property in connection with this request to vacate portions of Gun Club Road lying generally north of East 38th Avenue and south of East 48th Avenue.

This request includes two separate areas to vacate. The first area to vacate is described and depicted on Exhibit A, attached hereto, and describes Gun Club Road on either side of the section line between Section 24, T3S, R66W and Section 19, T3S, R65W, consisting of approximately 4.660 acres. The second area to vacate is described and depicted on Exhibit B, attached hereto, and describes a portion of a relocated Gun Club Road that was platted as part of the E-470 Toll Plaza C Subdivision Filings No. 1 and No. 2, consisting of approximately 2.796 acres.

The purpose of this application is: (1) to eliminate unnecessary rights of way within the Aurora Highlands development, and (2) clean up extraneous title issues relating to the new interchange at E. 48th Avenue and E-470. Adequate access through the City's entitlement and development process will ensure adequate roads to serve all adjacent properties without the need to preserve the rights of way.

This application is consistent with Section 146-5.4.2.B.3.c in that this application will not:

- a. Create any landlocked parcels;
- b. Restrict access to any parcel so that access is unreasonable or economically prohibitive;
- c. Reduce the quality of public service to any property; or
- d. Be inconsistent with any transportation plan adopted by the City.



Debbie Bickmire
August 8, 2002
Page 2

On behalf of our client, I look forward to your review and comments.

Very truly yours,

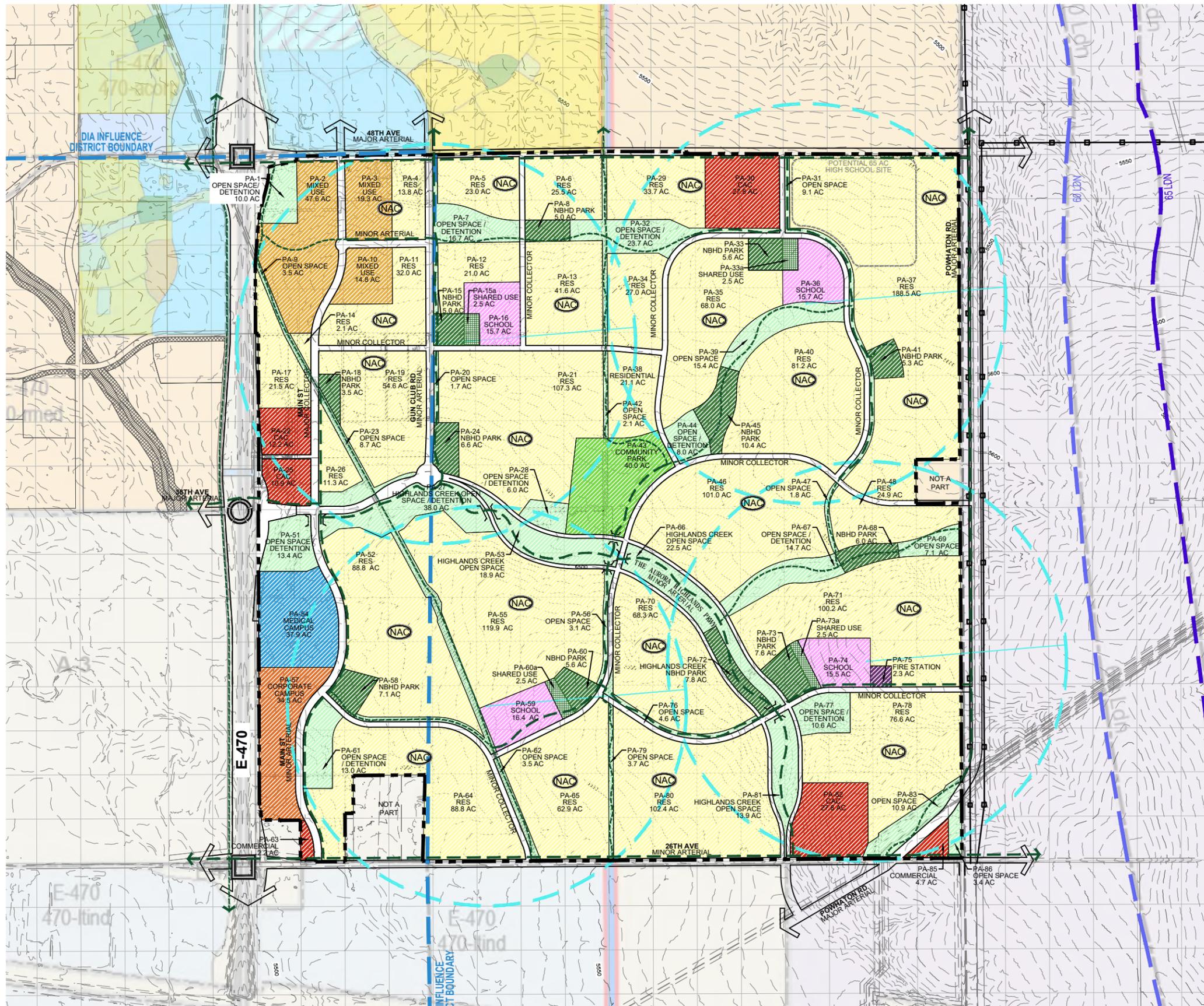
A handwritten signature in blue ink, appearing to read 'Jack E. Reutzel', is written over the typed name and firm name.

Jack E. Reutzel
Fairfield and Woods, P.C.

JER:as

Enclosures

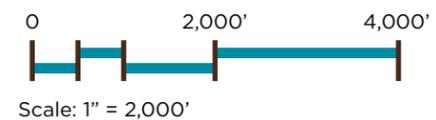
cc: Rita Connerly, Esq.
Jacob Cox
Dan Money, Esq.



LEGEND

- PROPERTY BOUNDARY
- EXISTING/PROPOSED ARTERIAL & COLLECTOR ROAD
- POWERLINES
- WHELEN SIREN SERVICE RADIUS
- EASEMENT
- 10' REGIONAL TRAIL
- 14' REGIONAL TRAIL
- EXISTING OVERPASS
- FUTURE OVERPASS
- RESIDENTIAL
- MIXED USE
- OPEN SPACE/DETENTION
- COMMUNITY PARK
- NEIGHBORHOOD PARK
- SCHOOL / PARK SHARED USE
- SCHOOL
- COMMERCIAL
- CORPORATE CAMPUS
- MEDICAL OFFICE
- FIRE STATION

NOTES:
 1) CONTOURS SHOWN REPRESENT 5' INTERVAL SPACING.
 2) APPROXIMATELY 26 ACRES OF NAC WILL BE LOCATED WITHIN THE AURORA HIGHLANDS PROPERTY BOUNDARY TO SERVE A 1/4 MILE WALKABLE SERVICE RADIUS. LOCATIONS SHOWN IN THIS FDP ARE CONCEPTUAL. FINAL SIZE (GENERALLY 0.5 - 3 ACRES) AND LOCATION SHALL BE REFLECTED IN FUTURE CSP SUBMITTALS AND SHALL NOT TRIGGER A FDP AMENDMENT IF NAC LOCATIONS CHANGE. THE DISTRICT SHALL OWN AND MAINTAIN ALL NACS.
 3) 10' AND 14' REGIONAL TRAILS ARE SHOWN. ADDITIONAL WIDTHS SHALL BE IDENTIFIED WITH INDIVIDUAL ISPCSPs.
 4) PA-49, PA-50, AND PA-84 ARE NOT USED.



HIGHLANDS
 AURORA, COLORADO

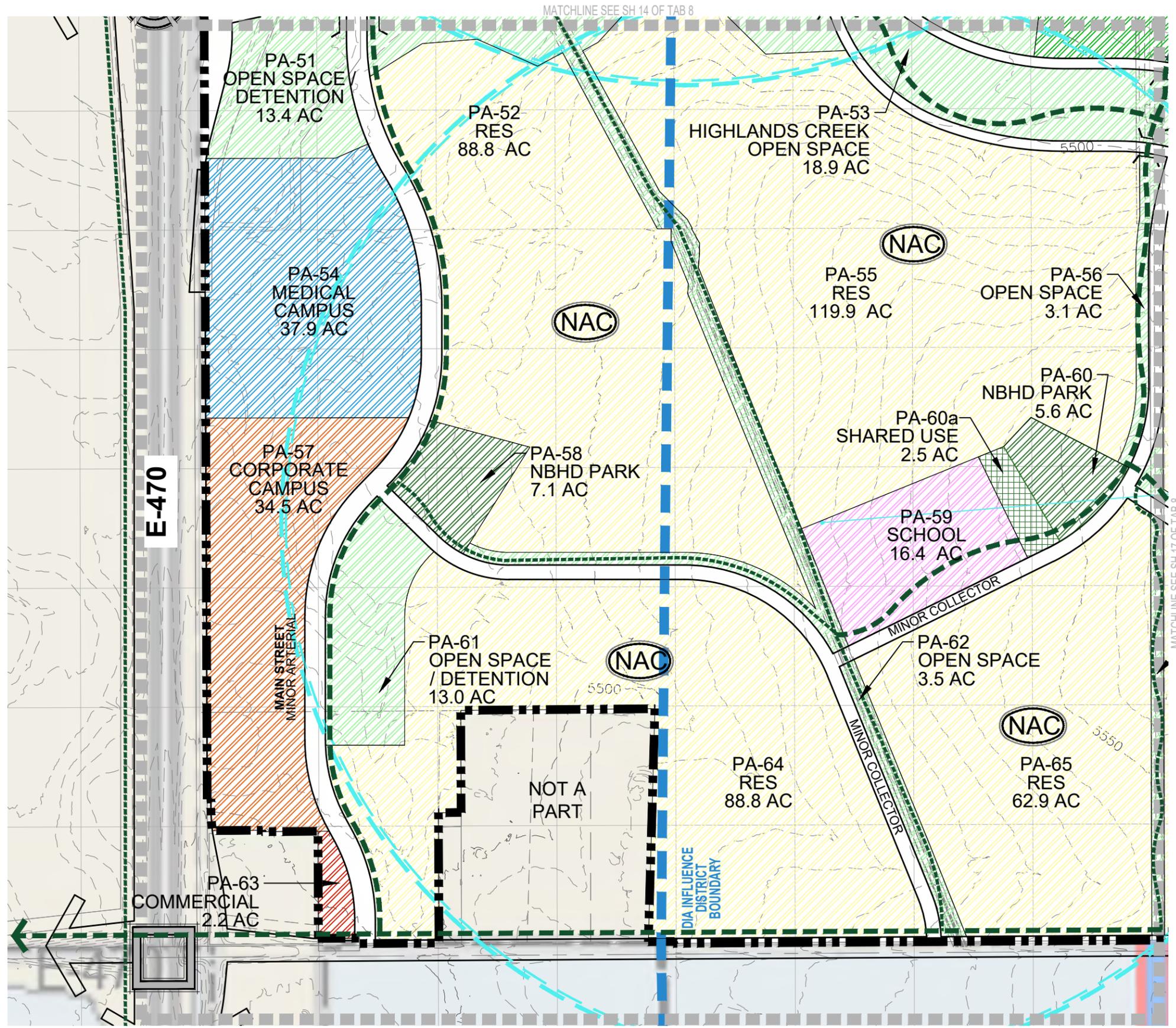
THE AURORA
 MASTER FRAMEWORK DEVELOPMENT PLAN

Owner:
 Carlo Ferreira
 The Aurora Highlands, LLC
 6550 S Pecos Rd., Suite 124
 Las Vegas, NV 11711
 (720) 436-1572
 carlo@theaurorahighlands.com

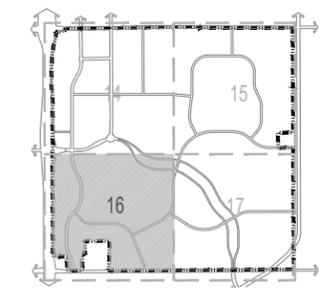
CIVIL ENGINEER:

Issue Date
JUNE 9, 2017
APRIL 13, 2018
JULY 13, 2018
AUGUST 22, 2018
DECEMBER 21, 2018
FEBRUARY 15, 2019
MAY 3, 2019

Sheet Title
OVERALL LAND USE MAP



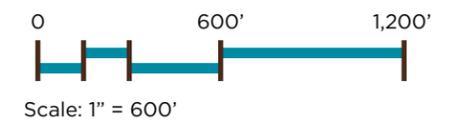
KEY MAP



LEGEND

- PROPERTY BOUNDARY
- EXISTING/PROPOSED ARTERIAL ROAD
- POWERLINES
- WHELEN SIREN SERVICE RADIUS
- EASEMENT
- 10' REGIONAL TRAIL
- 14' REGIONAL TRAIL
- EXISTING OVERPASS
- FUTURE OVERPASS
- RESIDENTIAL
- MIXED USE
- OPEN SPACE/DETENTION
- COMMUNITY PARK
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HIGHLANDS
 AURORA, COLORADO
THE AURORA
 MASTER FRAMEWORK DEVELOPMENT PLAN

Owner:
 Carlo Ferreira
 The Aurora Highlands, LLC
 6550 S Pecos Rd., Suite 124
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CIVIL ENGINEER:
 HRGreen

Issue Date
JUNE 9, 2017
APRIL 13, 2018
JULY 13, 2018
AUGUST 22, 2018
DECEMBER 21, 2018
FEBRUARY 15, 2019
MAY 3, 2019

Sheet Title
 LAND USE MAP

The Aurora Highlands FDP

Form D - Land Use Matrix

9/20/2019

Population Calculation	
Acres	Total Units
Total Units by Acreage at 5 du/ac	12,487
Units	
Multi-Fam (2.5 persons/unit) (32% of total)	People
3,996	9,990
Single Family (2.65 persons/unit) (68% of total)	People
8,491	22,502
12,487	32,492

Dedications Requirements		
Based on 12,487 Units (32,492 Population)		
	Required Acres	Dedicated Acres
Neighborhood Park (3 AC/1,000 Persons)	97.5	85.5
Community Park (1 AC/1,000 Persons)	35.7	35.7
Open Space (7.8 AC/1,000 Persons)	253.4	264.6
	386.7	385.8

*Refer to Form J for dedication details.

A. Land Use Item	B. Planning Area Map Number	C. Map Area Code	D. Gross Land Area in Acres	E. Land Use Formula	F. Maximum Potential Density by Code <small>(in DU/acre)</small>	G. Actual Proposed Maximum Density <small>(in DU/acre)</small>	H. Phasing, Details and Comments <small>(Includes phase number or triggering event)</small>
1. Flood Plain Areas	N/A	Floodway/ Floodplain AE/ Floodplain A	0.0	Refer to Column A, Development Area Notes			Refer to Column A, Development Area Notes
2. Required Land Dedication Areas for Fire Stations, Police Stations, and Libraries	PA-75	Fire Station	2.3	Shared use site for municipal facilities	N/A	N/A	Reference Tab 8 - Standard FDP Notes for triggers related to Fire Stations
3. Development Area:							
Village 1							
PA-1	Open Space/Detention		10.0	Rec & Open Space	N/A	N/A	
PA-2	Mixed Use		47.6	Mixed Use	N/A	N/A	If residential develops within this PA, it shall be vertically integrated mixed use with structured parking.
PA-9	Open Space		3.5	Rec & Open Space	N/A	N/A	
PA-14	Res		2.1	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	See Note 3
PA-17	Res		21.5	Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	Single family detached homes shall not be allowed in PA-17. See Note 3
PA-22	CAC		12.2	CAC	N/A	N/A	
PA-25	CAC		10.9	CAC	N/A	N/A	
			Village 1 Total				
Village 2							
PA-51	Open Space/Detention		13.4	Rec & Open Space	N/A	N/A	
PA-54	Medical		37.9	Medical	N/A	N/A	
PA-57	Corporate Campus		34.5	Corporate Campus	N/A	N/A	
PA-63	Commercial		2.2	Commercial	N/A	N/A	
			Village 2 Total				
Village 3							
PA-61	Open Space/Detention		13.0	Rec & Open Space	N/A	N/A	
PA-62	Open Space		3.5	Rec & Open Space	N/A	N/A	
PA-64	Res		88.8	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	See Note 3
PA-65	Res		62.9	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-79	Open Space/Detention		3.7	Rec & Open Space	N/A	N/A	
			Village 3 Total				
Village 4							
PA-27	Open Space/Detention/Highlands Creek		38.0	Rec & Open Space	N/A	N/A	
PA-52	Res		88.8	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-53	Open Space		18.9	Rec & Open Space	N/A	N/A	
PA-55	Res		119.9	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-56	Open Space		3.1	Rec & Open Space	N/A	N/A	
PA-58	Neighborhood Park		7.1	Rec & Open Space	N/A	N/A	
PA-59	School		16.4	School	N/A	N/A	School District to determine phasing
PA-60	Neighborhood Park		8.1	Rec & Open Space	N/A	N/A	
			Village 4 Total				
Village 5							
PA-3	Mixed Use		19.3	Mixed Use	N/A	N/A	If residential develops within this PA, it shall be vertically integrated mixed use with structured parking.
PA-4	Res		13.8	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	See Note 3
PA-10	Mixed Use		14.8	Mixed Use	N/A	N/A	If residential develops within this PA, it shall be vertically integrated mixed use with structured parking.
PA-11	Res		32.0	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	See Note 3
PA-18	Neighborhood Park		3.5	Rec & Open Space	N/A	N/A	
PA-19	Res		54.6	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-23	Open Space		8.7	Rec & Open Space	N/A	N/A	
PA-26	Res		11.3	Rec & Open Space	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	See Note 3
			Village 5 Total				
Village 6							
PA-5	Res		23.0	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-6	Res		25.5	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-7	Open Space/Detention		16.7	Rec & Open Space	N/A	N/A	
PA-8	Neighborhood Park		5.0	Rec & Open Space	N/A	N/A	
PA-12	Res		21.0	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-13	Res		41.6	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-15	Neighborhood Park		7.5	Rec & Open Space	N/A	N/A	
PA-16	School		15.7	School	N/A	N/A	School District to determine phasing
PA-20	Open Space		1.7	Rec & Open Space	N/A	N/A	
PA-21	Res		107.3	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 9.5 and 9.6 in E-470 Zone District Manual	5 DU per Gross AC	
PA-24	Neighborhood Park		6.6	Rec & Open Space	N/A	N/A	
PA-28	Open Space/Detention		6.0	Rec & Open Space	N/A	N/A	
			Village 6 Total				
Village 7							
PA-29	Res		33.7	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	See Note 3
PA-30	CAC		27.8	CAC	N/A	N/A	
PA-32	Open Space/Detention		23.7	Rec & Open Space	N/A	N/A	
PA-33	Neighborhood Park		8.1	Rec & Open Space	N/A	N/A	
PA-34	Res		27.0	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-35	Res		68.0	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-36	School		15.7	School	N/A	N/A	School District to determine phasing
PA-38	Res		21.1	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-39	Open Space		15.4	Rec & Open Space	N/A	N/A	
PA-42	Open Space		2.1	Rec & Open Space	N/A	N/A	
PA-43	Community Park		40.0	Rec & Open Space	N/A	N/A	
PA-44	Open Space/Detention		8.0	Rec & Open Space	N/A	N/A	
PA-45	Neighborhood Park		10.4	Rec & Open Space	N/A	N/A	
			Village 7 Total				

Allowed Uses for parcels noted as Commercial include all listed uses under Chapter 146-Article 9 of the City of Aurora Zoning Code.

Residential Codes:
To be provided tracking sheet at time of future CSPs.

School Codes:
To be provided tracking sheet at time of future CSPs.

Commercial Codes:
Commercial Activity Center = CAC
Commercial = Comm

Village 8						
PA-31	Open Space	9.1	Rec & Open Space	N/A	N/A	
PA-37	Res	188.5	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	See Note 3
PA-40	Res	81.2	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-41	Neighborhood Park	5.3	Rec & Open Space	N/A	N/A	
PA-46	Res	101.0	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-47	Open Space	1.8	Rec & Open Space	N/A	N/A	
PA-48	Res	24.9	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
Village 8 Total		411.8				
Village 9						
PA-66	Open Space/Highlands Creek	22.5	Rec & Open Space	N/A	N/A	
PA-70	Res	68.3	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-72	Highland Park Neighborhood Park	7.8	Rec & Open Space	N/A	N/A	
PA-76	Open Space	4.6	Rec & Open Space	N/A	N/A	
PA-80	Res	102.4	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	See Note 3
PA-81	Open Space/Highlands Creek	13.9	Rec & Open Space	N/A	N/A	
Village 9 Total		219.5				
Village 10						
PA-67	Open Space/Detention	14.7	Rec & Open Space	N/A	N/A	
PA-68	Neighborhood Park	6.0	Rec & Open Space	N/A	N/A	
PA-69	Open Space	7.1	Rec & Open Space	N/A	N/A	
PA-71	Res	100.2	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	
PA-73	Neighborhood Park	10.1	Rec & Open Space	N/A	N/A	
PA-74	School	15.5	School	N/A	N/A	School District to determine phasing
PA-77	Open Space/Detention	10.6	Rec & Open Space	N/A	N/A	
PA-78	Res	76.6	All residential products types are permitted. Product types to be determined with future CSPs.	Refer to table 10.6 in NE Plains Zone District Manual	5 DU per Gross AC	See Note 3
PA-82	CAC	27.8	CAC	N/A	N/A	
PA-83	Open Space	10.9	Rec & Open Space	N/A	N/A	
PA-85	Commercial	4.7	Commercial	N/A	N/A	
PA-86	Open Space	3.4	Rec & Open Space	N/A	N/A	
Village 10 Total		287.6				
PA-49	PA-49 is not used		N/A	N/A	N/A	PA-49 is not used
PA-50	PA-50 is not used		N/A	N/A	N/A	PA-50 is not used
PA-84	PA-84 is not used		N/A	N/A	N/A	PA-84 is not used
N/A	Internal Arterial & Collector ROW	171.6	Internal Arterial & Collector Right-Of-Way	N/A	N/A	
Gross Acreage		2,495.1				

4. Total Map Acreage (Total figures above)	2,497.4
5. Less 1/2 of Perimeter Streets Not Owned by Applicant	0.0
6. Applicant's Acreage Listed in Application (Line 4 minus Line 5)	2,497.4
7. Total Flood Plain Acreage (see Note 2)	0.0
8. Total Adjusted Gross FDP Acreage (Line 6 minus Line 7)	2,497.4

A. Land Use Item	D. Gross Land Area in Acres	E. Land Use Formula	F. Maximum Potential Density by Code (in DU's or SF)	G. Actual Proposed Maximum Density 7.77 du/ac Avg.	H. Phasing, Details and Comments
9. Total SFD Planning Areas	N/A	All SFD residential products types are permitted.	N/A	N/A	22,502 Estimated Residents
10. Total SFA Planning Areas	N/A	All SFA residential products types are permitted.	N/A	N/A	9,990 Estimated Residents
11. Total MF Planning Areas	N/A	All MF residential products types are permitted.	N/A	N/A	32,492 Estimated Residents
12. Total Residential	1,607.0	5 DU per Adjusted Gross AC	12.487	12.487	32,492 Estimated Residents
13. Check for average residential density in subzone	Line 8 = 2,497.4 ac	5 DU's per acre x 2,497.4 = 12,487	12.487	12.487	Total number of proposed dwelling units is within allowable FDP Maximum (2,497.4 ac x 5.0 du/ac = 12,487)
14. Small Lot Total	12,487 units	50% of Total Units	6,243	6,243	6,243 Unit Small Lot Allowance
15. Check for maximum allowable number of multifamily units	12,487 max dwelling units	12,487 x .32 = 3,996	3,996	3,996	Total number of proposed multifamily units is within allowable FDP Maximum (see note 4) (12,487 units x .32 = 3,996 units) See note 4
16. Total retail planning areas	6.9	Comm	N/A	N/A	
17. Total office planning areas	72.4	Medical & Corporate Campus	N/A	N/A	
18. Total industrial planning areas	0.0	Industrial, O&G, Energy, Flex	N/A	N/A	
19. Total mixed commercial planning areas	81.7	Mixed Use	N/A	N/A	
20. Total Commercial	78.7		N/A	N/A	
21. Total Neighborhood Park Land	85.5	Includes 10 acres of shared use between schools shall be credited towards Neighborhood Park. (Refer to Form J)	N/A	N/A	Required Land Dedication = 97.5 ac Provided Land Dedication = 85.5 ac (see note 5)
22. Total Community Park Land	40.0	4.3 ac of excess Community Park shall be credited towards open space. (Refer to Form J)	N/A	N/A	Required Land Dedication = 35.7 ac Provided Land Dedication = 35.7 ac
23. Total Open Space Land	288.0	Refer to Form J for total adjusted open space dedication provided.	N/A	N/A	Required Land Dedication = 253.4 ac Provided Land Dedication = 263.1 ac
24. Total Park and Open Space Land	413.5	Total Parks & Open Space Credit = 384.3 (Refer to Form J)			

- Notes:
- Phasing to be consistent with the Public Improvement Plans
 - Floodplain area will be removed from open space credit after approval of CLOMR.
 - If multi-family develops within this PA, adjacent to a mixed use or commercial land use, then it may develop at a density of up to 30 du/ac.
 - The Aurora Highlands proposes a maximum 32% multi-family for the entirety of the community.
 - Due to proposed density transfer, the actual park and open space dedication acreage requirement will fluctuate. Therefore, Neighborhood Park locations are to be shown to meet the 1/4 mile radius service area requirement. At the time of each CSP submittal, there will be an evaluation of the Parks and Open Space dedication required for that Village. The actual size of the parks and open spaces will be adjusted to meet current dedication requirements such that there is not an actual deficit within any Village.

**EXHIBIT A
LEGAL DESCRIPTION**

ALL OF THE GUN CLUB ROAD RIGHT-OF-WAY AS DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED IN BOOK 2804, PAGE 847, A PORTION OF RESOLUTION AND DEED RECORDED IN BOOK 1774, PAGE 338, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED IN BOOK 2804, PAGE 835, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19, WHENCE THE WEST LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 00°13'47" WEST, 2,647.66 FEET, WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 24, SOUTH 89°32'35" WEST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BOOK 2804, PAGE 847;

THENCE ALONG SAID WEST LINE, NORTH 00°13'47" WEST, A DISTANCE OF 2,647.68 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE, NORTH 89°35'38" EAST, A DISTANCE OF 30.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE NORTH LINE OF SAID BOOK 1774, PAGE 338, NORTH 89°13'56" EAST, A DISTANCE OF 628.57 FEET TO THE WEST LINE OF ORDINANCE NO. 2019-46, RECORDED AT RECEPTION NO. 2019000076746, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WEST LINE, SOUTH 00°00'03" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID BOOK 2804, PAGE 835;

THENCE ALONG SAID LAST DESCRIBED SOUTH LINE, SOUTH 89°13'56" WEST, A DISTANCE OF 588.45 FEET TO THE EAST LINE OF SAID BOOK 1774, PAGE 338;

THENCE ALONG SAID EAST LINE, SOUTH 00°13'47" EAST, A DISTANCE OF 2,617.74 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°20'52" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.660 ACRES, (202,993 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

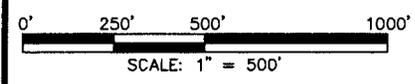
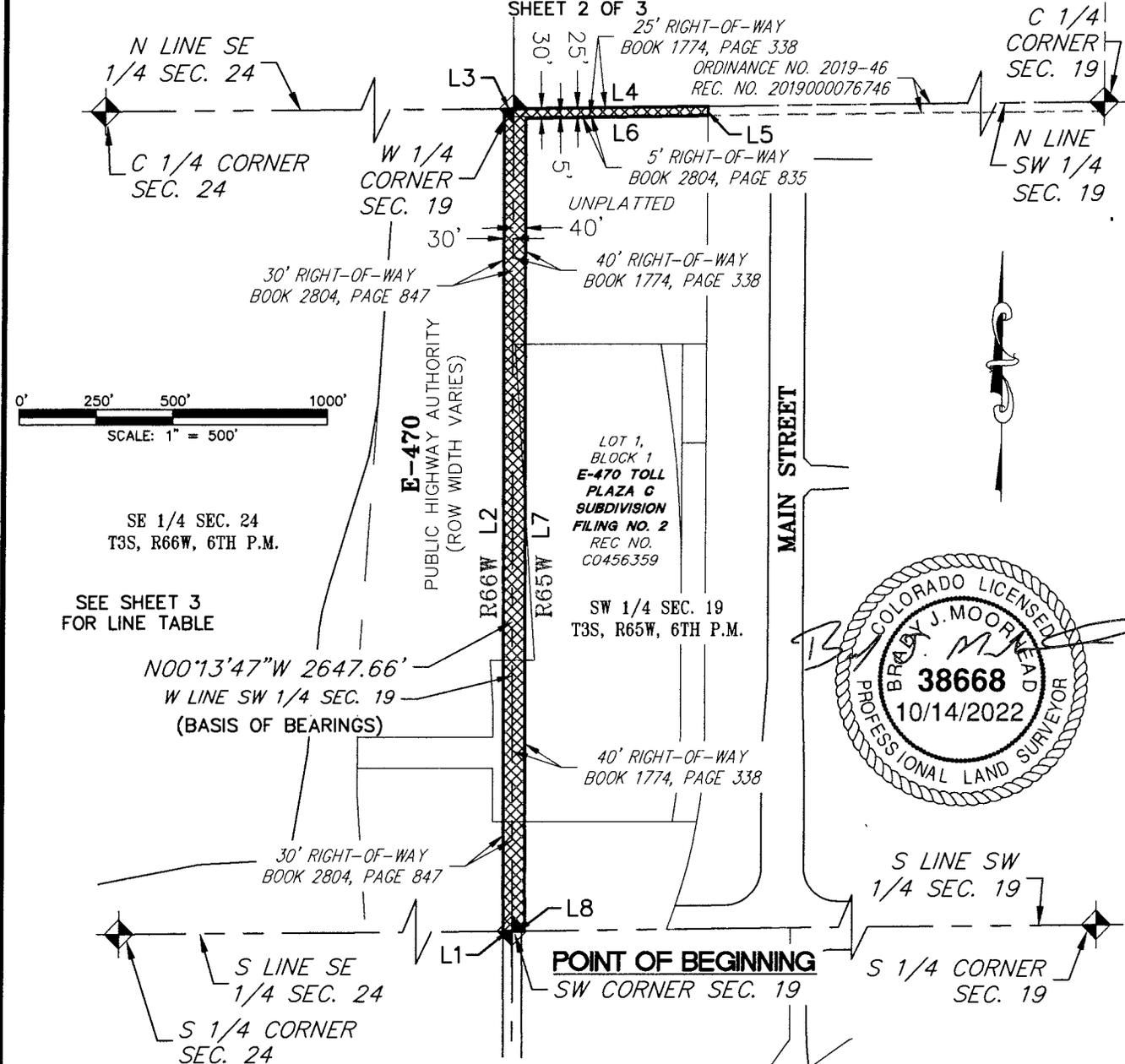
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ILLUSTRATION FOR EXHIBIT A

SHEET 2 OF 3



SE 1/4 SEC. 24
T3S, R66W, 6TH P.M.

SEE SHEET 3
FOR LINE TABLE

OWNER:
CITY OF AURORA, COLORADO
15151 E. ALAMEDA PARKWAY
AURORA, CO 80012

NOTE:
This illustration does not represent a
monumented survey. It is intended only
to depict the attached description.

PARCEL CONTAINS 4.660 ACRES OR 202,993 SQ. FT.

CITY OF AURORA, COLORADO			A PARCEL OF LAND BEING A PART OF THE SW 1/4 OF SEC. 19, T.3S., R.65W., AND SE 1/4 OF SEC. 24, T.3S., R.66W., SIXTH P.M. CITY OF AURORA, COUNTY OF ADAMS STATE OF COLORADO
DRAWN BY: RDS	SCALE: 1"=500'	R-O-W FILE NO.	
CHECKED BY: JRW	DATE: 7/8/2022	JOB NO. 136618-04	

ILLUSTRATION FOR EXHIBIT A
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°32'35"W	30.00'
L2	N00°13'47"W	2647.68'
L3	N89°35'38"E	30.00'
L4	N89°13'56"E	628.57'
L5	S00°00'03"E	30.00'
L6	S89°13'56"W	588.45'
L7	S00°13'47"E	2617.74'
L8	S89°20'52"W	40.00'

OWNER:
CITY OF AURORA, COLORADO
15151 E. ALAMEDA PARKWAY
AURORA, CO 80012

NOTE:
This illustration does not represent a
monumented survey. It is intended only
to depict the attached description.



CITY OF AURORA, COLORADO

DRAWN BY: RDS	SCALE: NA	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 7/8/2022	JOB NO. 136618-04

A PARCEL OF LAND
BEING A PART OF THE
SW 1/4 OF SEC. 19, T.3S., R.65W.,
AND SE 1/4 OF SEC 24, T.3S., R.66W., SIXTH P.M.
CITY OF AURORA, COUNTY OF ADAMS
STATE OF COLORADO

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING ALL OF THAT RIGHT-OF-WAY FOR GUN CLUB ROAD AS DEDICATED ON THE E-470 TOLL PLAZA C SUBDIVISION FILING NO. 1 RECORDED UNDER RECEPTION NO. C0368168, AND E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2, RECORDED UNDER RECEPTION NO. C0456359, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19 BEARS SOUTH 00°13'47" EAST, A DISTANCE OF 1,323.84 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO.

THENCE SOUTH 36°01'26" EAST, A DISTANCE OF 934.40 FEET TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY, EASTERLY, SOUTHERLY, AND WESTERLY BOUNDARIES OF SAID RIGHT-OF-WAY DEDICATION THE FOLLOWING SIX (6) COURSES:

1. NORTH 89°59'54" EAST, A DISTANCE OF 79.00 FEET;
2. SOUTH 00°00'05" EAST, A DISTANCE OF 1,256.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,707.03 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°58'46" WEST;
3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°33'50", AN ARC LENGTH OF 284.94 FEET;
4. SOUTH 89°59'56" WEST, A DISTANCE OF 80.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,628.03 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 79°58'06" WEST;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'58", AN ARC LENGTH OF 285.08 FEET;
6. NORTH 00°00'05" WEST, A DISTANCE OF 1,256.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.796 ACRES, (121,773 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

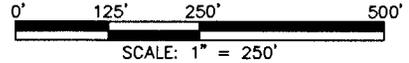
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ILLUSTRATION FOR EXHIBIT B

SHEET 2 OF 2



POINT OF COMMENCEMENT
 W 1/4 CORNER SECTION 19
 T.3S., R.65W., 6TH P.M.

POINT OF BEGINNING

E-470 PUBLIC HIGHWAY AUTHORITY
 PARCEL TK-109A-2
 BOOK 4898, PAGE 895

(BASIS OF BEARINGS)
 W LINE OF THE NW 1/4
 OF SW 1/4 SEC. 19

TRACT "A"
 ROADWAY EASEMENT
 REC NO. C0456359

N89°59'54"E
 79.00'

NW 1/4, SW 1/4
 SEC. 19,
 T.3S., R.65W.,
 SIXTH P.M.

THE AURORA HIGHLANDS
 SUBDIVISION FILING NO. 1
 REC NO. 2019000089309

S 1/16 CORNER SECTION 19

LOT 1, BLOCK 1
 E-470 TOLL PLAZA C
 SUBDIVISION FILING NO. 2
 REC NO. C0456359

NORTH LINE OF THE
 SW 1/4 OF SW 1/4
 SEC. 19

E-470
 (VARIABLE WIDTH PUBLIC ROW)
 REC. NO. C0566698

WEST LINE OF THE SW 1/4,
 SW 1/4 OF SEC. 19

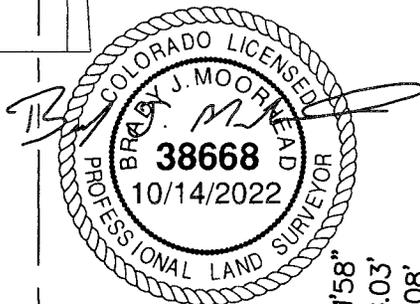
E-470 PUBLIC HIGHWAY AUTHORITY
 PARCEL TK-109A-1
 BOOK 4898, PAGE 895

N00°00'05"W 1256.25'
 GUN CLUB ROAD
 S00°00'05"E 1256.25'

MAIN STREET
 (VARIABLE WIDTH PUBLIC ROW)
 REC. NO. 2019000089309

SW 1/4, SW 1/4
 SEC. 19,
 T.3S., R.65W.,
 SIXTH P.M.

OWNER:
 CITY OF AURORA
 15151 E ALAMEDA PKWY
 AURORA, CO 80012



E-470 PUBLIC HIGHWAY AUTHORITY
 PARCEL TK-109
 BOOK 5827, PAGE 62

Δ=10°01'58"
 R=1628.03'
 L=285.08'
 N79°58'06"W
 (RADIAL)

Δ=9°33'50"
 R=1707.03'
 L=284.94'

S89°58'46"W
 (RADIAL)

S89°59'56"W
 80.27'

NOTE:
 This exhibit does not represent a
 monumented survey. It is intended
 only to depict the attached description.

PARCEL CONTAINS 2.796 ACRES OR 121,773 SQ. FT.

CITY OF AURORA, COLORADO

A PARCEL OF LAND
 SITUATED IN THE SW 1/4 OF
 SEC. 19 T.3S., R.65W., SIXTH P.M.
 CITY OF AURORA, COUNTY OF ADAMS STATE OF COLORADO
 BEING A PART OF E-470 TOLL PLAZA C
 SUBDIVISION FILING NO. 1 & 2

DRAWN BY: GLW	SCALE: 1"=250'	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 3/2/2022	JOB NO. 132419-11

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING TWO PORTIONS OF THE PUBLIC RIGHT-OF-WAY FOR GUN CLUB ROAD, LOCATED EAST OF E-470, BETWEEN EAST 38TH AVENUE AND EAST 48TH AVENUE, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD RIGHTS-OF-WAY VACATIONS NO. 2)

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

Section 1. The public rights-of-way for a portion of Gun Club Road, located East of E-470, between East 38th Avenue and East 48th Avenue, City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A and Exhibit B, are hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the Office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money RLA

DANIEL L. MONEY, Senior Assistant City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

ALL OF THE GUN CLUB ROAD RIGHT-OF-WAY AS DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED IN BOOK 2804, PAGE 847, A PORTION OF RESOLUTION AND DEED RECORDED IN BOOK 1774, PAGE 338, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED IN BOOK 2804, PAGE 835, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19, WHENCE THE WEST LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 00°13'47" WEST, 2,647.66 FEET, WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 24, SOUTH 89°32'35" WEST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID BOOK 2804, PAGE 847;

THENCE ALONG SAID WEST LINE, NORTH 00°13'47" WEST, A DISTANCE OF 2,647.68 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE, NORTH 89°35'38" EAST, A DISTANCE OF 30.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE NORTH LINE OF SAID BOOK 1774, PAGE 338, NORTH 89°13'56" EAST, A DISTANCE OF 628.57 FEET TO THE WEST LINE OF ORDINANCE NO. 2019-46, RECORDED AT RECEPTION NO. 2019000076746, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WEST LINE, SOUTH 00°00'03" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID BOOK 2804, PAGE 835;

THENCE ALONG SAID LAST DESCRIBED SOUTH LINE, SOUTH 89°13'56" WEST, A DISTANCE OF 588.45 FEET TO THE EAST LINE OF SAID BOOK 1774, PAGE 338;

THENCE ALONG SAID EAST LINE, SOUTH 00°13'47" EAST, A DISTANCE OF 2,617.74 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°20'52" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 4.660 ACRES, (202,993 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

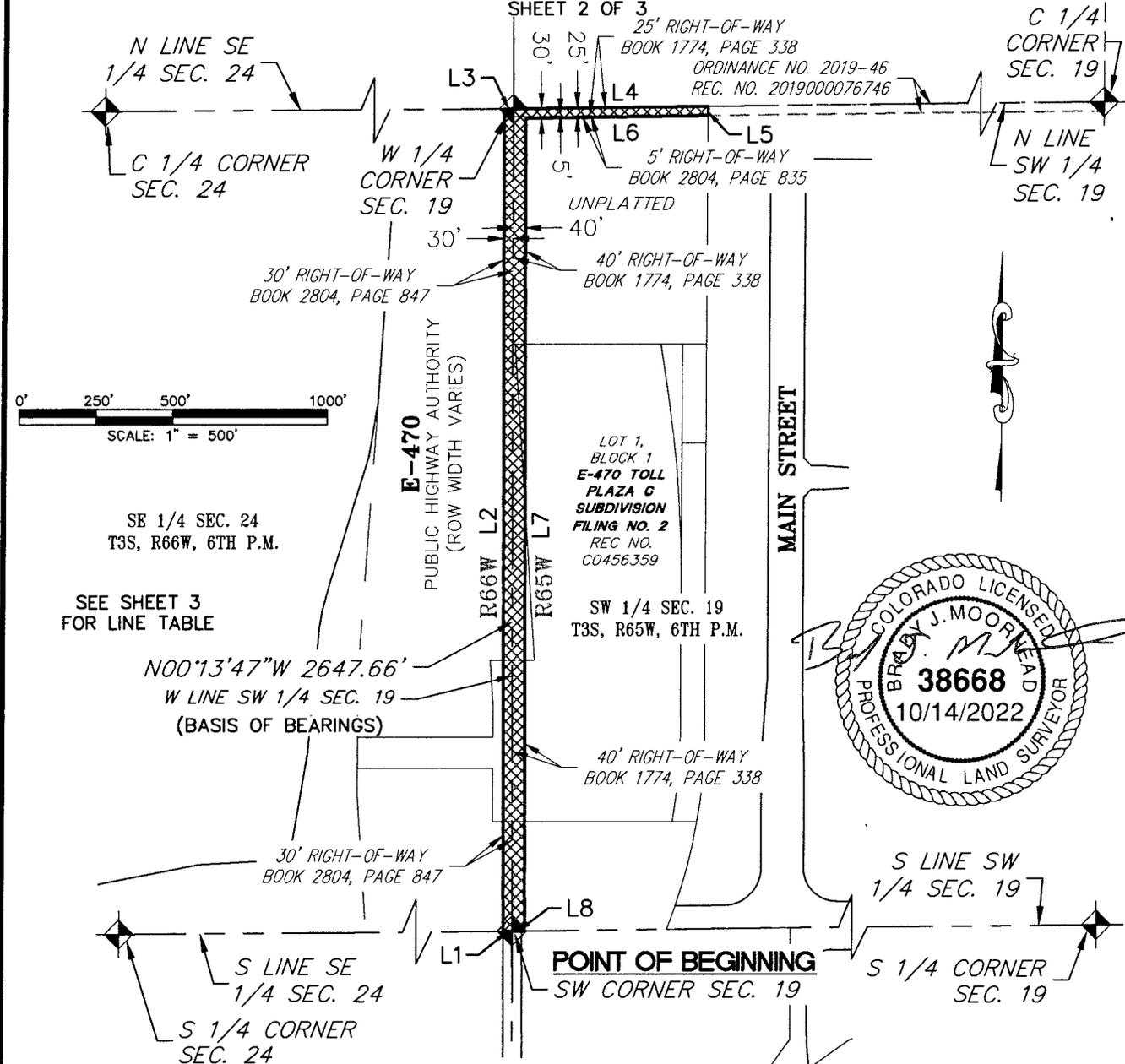
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ILLUSTRATION FOR EXHIBIT A

SHEET 2 OF 3



OWNER:
CITY OF AURORA, COLORADO
15151 E. ALAMEDA PARKWAY
AURORA, CO 80012

NOTE:
This illustration does not represent a monumented survey. It is intended only to depict the attached description.

PARCEL CONTAINS 4.660 ACRES OR 202,993 SQ. FT.

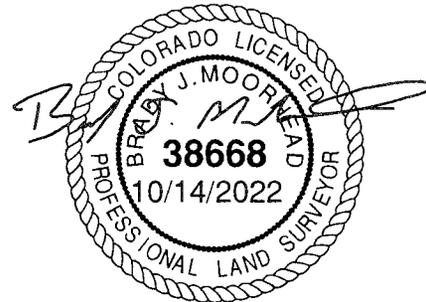
CITY OF AURORA, COLORADO			A PARCEL OF LAND BEING A PART OF THE SW 1/4 OF SEC. 19, T.3S., R.65W., AND SE 1/4 OF SEC. 24, T.3S., R.66W., SIXTH P.M. CITY OF AURORA, COUNTY OF ADAMS STATE OF COLORADO
DRAWN BY: RDS	SCALE: 1"=500'	R-O-W FILE NO.	
CHECKED BY: JRW	DATE: 7/8/2022	JOB NO. 136618-04	

ILLUSTRATION FOR EXHIBIT A
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°32'35"W	30.00'
L2	N00°13'47"W	2647.68'
L3	N89°35'38"E	30.00'
L4	N89°13'56"E	628.57'
L5	S00°00'03"E	30.00'
L6	S89°13'56"W	588.45'
L7	S00°13'47"E	2617.74'
L8	S89°20'52"W	40.00'

OWNER:
CITY OF AURORA, COLORADO
15151 E. ALAMEDA PARKWAY
AURORA, CO 80012

NOTE:
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to depict the attached description.



CITY OF AURORA, COLORADO

DRAWN BY: RDS	SCALE: NA	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 7/8/2022	JOB NO. 136618-04

A PARCEL OF LAND
BEING A PART OF THE
SW 1/4 OF SEC. 19, T.3S., R.65W.,
AND SE 1/4 OF SEC 24, T.3S., R.66W., SIXTH P.M.
CITY OF AURORA, COUNTY OF ADAMS
STATE OF COLORADO

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING ALL OF THAT RIGHT-OF-WAY FOR GUN CLUB ROAD AS DEDICATED ON THE E-470 TOLL PLAZA C SUBDIVISION FILING NO. 1 RECORDED UNDER RECEPTION NO. C0368168, AND E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2, RECORDED UNDER RECEPTION NO. C0456359, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19 BEARS SOUTH 00°13'47" EAST, A DISTANCE OF 1,323.84 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO.

THENCE SOUTH 36°01'26" EAST, A DISTANCE OF 934.40 FEET TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY, EASTERLY, SOUTHERLY, AND WESTERLY BOUNDARIES OF SAID RIGHT-OF-WAY DEDICATION THE FOLLOWING SIX (6) COURSES:

1. NORTH 89°59'54" EAST, A DISTANCE OF 79.00 FEET;
2. SOUTH 00°00'05" EAST, A DISTANCE OF 1,256.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,707.03 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°58'46" WEST;
3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°33'50", AN ARC LENGTH OF 284.94 FEET;
4. SOUTH 89°59'56" WEST, A DISTANCE OF 80.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,628.03 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 79°58'06" WEST;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'58", AN ARC LENGTH OF 285.08 FEET;
6. NORTH 00°00'05" WEST, A DISTANCE OF 1,256.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.796 ACRES, (121,773 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

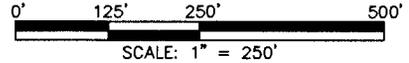
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ILLUSTRATION FOR EXHIBIT B

SHEET 2 OF 2



POINT OF COMMENCEMENT
W 1/4 CORNER SECTION 19
T.3S., R.65W., 6TH P.M.

POINT OF BEGINNING

E-470 PUBLIC HIGHWAY AUTHORITY
PARCEL TK-109A-2
BOOK 4898, PAGE 895

(BASIS OF BEARINGS)
W LINE OF THE NW 1/4
OF SW 1/4 SEC. 19

TRACT "A"
ROADWAY EASEMENT
REC NO. C0456359

NW 1/4, SW 1/4
SEC. 19,
T.3S., R.65W.,
SIXTH P.M.

THE AURORA HIGHLANDS
SUBDIVISION FILING NO. 1
REC NO. 2019000089309

S 1/16 CORNER SECTION 19

LOT 1, BLOCK 1
E-470 TOLL PLAZA C
SUBDIVISION FILING NO. 2
REC NO. C0456359

NORTH LINE OF THE
SW 1/4 OF SW 1/4
SEC. 19

E-470
(VARIABLE WIDTH PUBLIC ROW)
REC. NO. C0566698

WEST LINE OF THE SW 1/4,
SW 1/4 OF SEC. 19

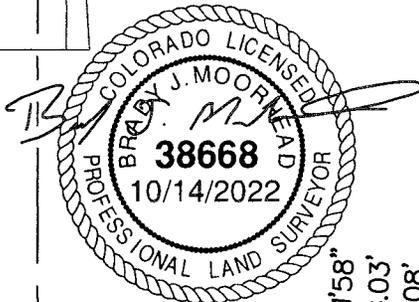
E-470 PUBLIC HIGHWAY AUTHORITY
PARCEL TK-109A-1
BOOK 4898, PAGE 895

N00°00'05"W 1256.25'
GUN CLUB ROAD
S00°00'05"E 1256.25'

MAIN STREET
(VARIABLE WIDTH PUBLIC ROW)
REC. NO. 2019000089309

SW 1/4, SW 1/4
SEC. 19,
T.3S., R.65W.,
SIXTH P.M.

OWNER:
CITY OF AURORA
15151 E ALAMEDA PKWY
AURORA, CO 80012



E-470 PUBLIC HIGHWAY AUTHORITY
PARCEL TK-109
BOOK 5827, PAGE 62

$\Delta=10^{\circ}01'58''$
 $R=1628.03'$
 $L=285.08'$
 $N79^{\circ}58'06''W$
(RADIAL)

$\Delta=9^{\circ}33'50''$
 $R=1707.03'$
 $L=284.94'$

$S89^{\circ}58'46''W$
(RADIAL)

$S89^{\circ}59'56''W$
80.27'

NOTE:
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monumented survey. It is intended
only to depict the attached description.

PARCEL CONTAINS 2.796 ACRES OR 121,773 SQ. FT.

CITY OF AURORA, COLORADO

A PARCEL OF LAND
SITUATED IN THE SW 1/4 OF
SEC. 19 T.3S., R.65W., SIXTH P.M.
CITY OF AURORA, COUNTY OF ADAMS STATE OF COLORADO
BEING A PART OF E-470 TOLL PLAZA C
SUBDIVISION FILING NO. 1 & 2

DRAWN BY: GLW	SCALE: 1"=250'	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 3/2/2022	JOB NO. 132419-11



CITY OF AURORA

Council Agenda Commentary

Item Title: 2022 Fall Supplemental Ordinance
Item Initiator: Jackie Ehmann, Budget Program Manager
Staff Source/Legal Source: Jackie Ehmann, Budget Program Manager / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: None
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Jackie Ehmann, Budget Program Manager / Hanosky Hernandez, Sr. Assistant City Attorney
Estimated time: 5 mins

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 10/25/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 item was presented to the Management and Finance Policy Committee on October 25, 2022. There were no questions and the Committee unanimously recommended this item be moved forward to study session.

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

One of the first steps of the annual budget process is to prepare an updated projection of current year requirements. During this process revenue adjustments, potential savings, as well as new and additional requirements are identified and serve as the basis for the majority of supplemental appropriation requests.

The 2022 Fall Supplemental Appropriation Request includes operating expenditures and capital projects that require appropriation adjustments for 2022 in the funds listed in Attachment A. Most of the requests were identified and included in the 2022 projection in the 2023 Proposed Budget document. Alternatively, several items that were identified and projected are not included in this fall process. Those items that are subject to change will be included in the 2023 spring supplemental as needed. As always, the goal is to have as many of the supplemental requests reviewed by Council either as part of the 2022 projection included in the 2023 Proposed Budget, or as items reviewed at either a Council Committee meeting or City Council meeting.

Some of these items included in the Fall Supplemental requests were not projected. All of the items that were not projected are technical, to appropriate grant awards, or to transfer appropriation from one department or project to another. Generally, technical items include budget lapses or reallocations, zero-dollar amendments with appropriation offset by revenue, and accounting or other adjustments. These items are indicated by including **"technical" in the title and may or may not have been reviewed by Council. Council review details are included in the narrative for each supplemental request.**

The attachments for this agenda item reflect summary and detail information regarding the requested appropriation changes for each fund and department. Transfers result in a move of funding from one fund or project to another. The details of these appropriation amendments are found in:

- Attachment A: 2022 Appropriation Summaries by Fund; and
- Attachment B: 2022 Appropriation Detail by Fund.

The following discussion will identify and focus on significant changes included for this budget year, rather than the list in its entirety. Please see attachment B for details on each request.

2022 Supplemental Amendment Requests

Appropriation requests in the Capital Projects Fund total **\$12.0 million** offset by \$5.1 million in outside funding. All significant items were included in the 2022 projection and reviewed by Council as part of the 2023 budget process and include:

- The appropriation of **\$8.0 million** for the City of Aurora's share of the Colfax Bus Rapid Transit project in collaboration with the City and County of Denver and the Regional Transportation District.
- The appropriation of **\$1.9 million** in additional grant funds received through the Colorado Highway Safety Improvement Program to modernize and improve traffic signal equipment in various intersections.
- The appropriation of **\$1.8 million** for the Arapahoe County cost share of the Southeast Aurora Regional Improvement Authority Gun Club Phase One Project.
- The appropriation of **\$637,300** in reimbursement funds for Public Works capital programs. These funds will be allocated to projects as needs arise. The most significant reimbursement is from the Regional Transportation District for \$550,400 for a joint landscape project along the I-225/R-Line light rail system appropriated in the Miscellaneous Street Improvements program.

- The lapse of **\$1.5 million** to reduce the appropriation for the Aerotropolis Regional Transportation Authority payments in accordance with more recent revenue projection assumptions.

Significant supplemental items in other funds include:

- The appropriation of capital grant awards totaling **\$2.4 million** in the Gifts and Grants Fund for various Parks, Recreation, and Open Space projects, including the Highline Canal AdCo Grant for I-70 Pedestrian Bridge for \$1.6 million and the Murphy Creek Trail Grant from Arapahoe County for \$500,000.
- Appropriations totaling **\$1.2 million** in the Community Development Fund to align the budgets for the Home Investment Partnership Grant and the Community Development Block Grant to the final grant amount and to include program income through August 2022.

Detail for all supplemental items can be found in Attachment B.

QUESTIONS FOR COUNCIL

Does Council wish to send this item forward for formal approval?

LEGAL COMMENTS

The City Council may make appropriations in addition to those contained in the budget upon recommendation of the City Manager, provided that the Finance Director certifies there are sufficient funds available to meet such appropriations. (*See*, City Charter Art. 11-16). (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This supplemental budget request will make adjustments to the 2022 budget.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**2022 Fall Amendment Ordinance
Appropriation Summaries by Fund**

**2022 Amendment Summary
Attachment A**

Attachment A
2022 Fall Amendment Ordinance
Appropriation Summary by Fund and Department
2022 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue ¹ Offset	Inc. / (Dec.) ² in Fund Bal.
General Fund Total	0.00	22,827	0	-22,827
Non-Departmental	0.00	22,827	0	-22,827
Capital Projects Fund Total	0.00	12,035,053	5,169,047	-6,866,006
Non-Departmental	0.00	6,866,006	0	-6,866,006
Parks, Recreation & Open Space	0.00	2,200,000	0	-2,200,000
Planning & Development Services	0.00	346,999	346,999	0
Public Works	0.00	2,622,048	4,822,048	2,200,000
Community Development Fund Total	0.00	1,159,270	1,159,270	0
Housing and Community Services	0.00	1,159,270	1,159,270	0
Gifts & Grants Fund Total	0.00	2,373,670	2,373,670	0
Parks, Recreation & Open Space	0.00	2,373,670	2,373,670	0
Total	0.00	\$15,590,820	\$8,701,987	(\$6,888,833)

1 The revenue offset includes new revenue and revenue from transfers.

2 Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

**2022 Fall Amendment Ordinance
Appropriation Detail by Fund**

**2022 Amendment Detail
Attachment B**

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: 2022 Community Development Block Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	69,441	0	69,441	69,441	0
Total Appropriation Impact	0.00	\$69,441	\$0	\$69,441	\$69,441	\$0

This technical adjustment will align the budget for the Community Development Block Grant (CDBG) to the 2022 actual award amount plus actual year-to-date program income. The final 2022 CDBG award received from the U.S. Department of Housing and Urban Development (HUD) was 6.7 percent, or \$187,792, lower than anticipated. Actual CDBG program income received year-to-date through August is \$257,233 more than budgeted for the year due to higher than expected loan repayments.

This supplemental was included as part of the 2022 projections shown in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	69,441	New Appropriation

Technical: 2022 Home Investment Partnership Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	1,067,002	0	1,067,002	1,067,002	0
Total Appropriation Impact	0.00	\$1,067,002	\$0	\$1,067,002	\$1,067,002	\$0

This technical adjustment will align the budget for the Home Investment Partnership (HOME) grant to the 2022 actual award plus actual year-to-date program income. The final 2022 HOME award received from the U.S. Department of Housing and Urban Development (HUD) was 8.9 percent, or \$101,455 higher than anticipated. Actual program income received year-to-date through August is \$965,547 more than budgeted due to another strong year of loan repayments.

This supplemental was included as part of the 2022 projection shown in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	1,067,002	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: Increase HOME Match For Community Development Funds Based On Final 2022 Grant Amount

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	22,827	0	22,827	22,827	0
General Fund	0.00	22,827	0	22,827	0	-22,827
Total Appropriation Impact	0.00	\$45,654	\$0	\$45,654	\$22,827	(\$22,827)

This technical adjustment will align the General Fund Home Investment Partnership grant (HOME) match to the 2022 actual award amount. The city is required to provide a match to the HOME grant equal to 22.5 percent of the annual award. The final 2022 HOME award received from HUD was 8.9 percent, or \$101,455, more than anticipated, increasing the required General Fund match by \$22,827.

This supplemental was included as part of the 2022 projection shown in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	22,827	Operating Transfer Out
Housing and Community Services	Community Development Fund	0	22,827	New Appropriation

Attachment B

2022 Fall Amendment Ordinance

2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

ARTA Payment Lapse

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-1,493,994	-1,493,994	0	1,493,994
Total Appropriation Impact	0.00	\$0	(\$1,493,994)	(\$1,493,994)	\$0	\$1,493,994

This supplemental amendment will reduce (lapse) appropriation to align the budget for payments of collected revenue to less aggressive growth rates. Initially, the expectation was for the Aerotropolis Regional Transportation Authority (ARTA) area to grow faster than it actually is. This reduction was included in the 2022 projection in the 2023 budget document.

The ARTA was established on February 27, 2018 under an intergovernmental agreement between Adams County, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District. Under the agreement, the city collects and remits any use tax and impact fees received within ARTA's geographic boundaries.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	-1,493,994	0	Lapse of Appropriation

Colfax Bus Rapid Transit

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	8,000,000	8,000,000	0	-8,000,000
Total Appropriation Impact	0.00	\$0	\$8,000,000	\$8,000,000	\$0	(\$8,000,000)

The City and County of Denver (CCD), City of Aurora, Regional Transportation District (RTD), and the Colorado Department of Transportation (CDOT) will be pursuing grant funding to construct a bus-rapid transit (BRT) project on Colfax Avenue. Aurora's share is \$14.0 million, with \$8.0 million in 2022, included in this supplemental amendment, and \$6.0 million in the 2023 budget. Aurora will be constructing 12 enhanced BRT stations which will include BRT branding elements, ticket vending machines, variable message signs with real-time schedule information, and emergency telephones. It is anticipated that a signature transit station/shelter will be constructed at the Havana Street BRT station location. Upon implementation, the project is expected to reduce transit travel time, increase transit ridership, provide more affordable and reliable access to jobs and community services along the corridor, improve pedestrian safety, and create exciting streetscape, placemaking, and economic development opportunities.

This was included in the 2022 projection in the 2023 budget document.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	8,000,000	0	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

Transportation Maintenance COP Payment

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	360,000	360,000	0	-360,000
Total Appropriation Impact	0.00	\$0	\$360,000	\$360,000	\$0	(\$360,000)

In order to fully fund the city's transportation maintenance program, a Certificate Of Participation (COP) for \$35.0 million has been issued. This supplemental will provide appropriation for the initial interest payment in 2022. Making this initial interest payment will save money over the life of the debt. The associated work is being done in the new Transportation Maintenance Fund.

This was included in the 2022 projection in the 2023 budget document.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	360,000	0	New Appropriation

Attachment B

2022 Fall Amendment Ordinance

2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

Technical: Grant Award From Arapahoe County For Murphy Creek Trail

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	0	500,000	500,000	500,000	0
Total Appropriation Impact	0.00	\$0	\$500,000	\$500,000	\$500,000	\$0

This technical supplemental will appropriate grant funding from Arapahoe County Open Space. This supplemental was not included in the 2022 projection of the 2023 budget due to the timing of the receipt of the grant.

This grant will help with construction funding. Improvements include a new 10' wide concrete regional trail, that will meet or exceed all American Disabilities Act (ADA) guidelines for outdoor trails. This regional trail section will require retaining walls, railings, and a low water crossing. Project funds will also be used to make local neighborhood connections, perform landscape restoration of disturbed areas, and for wayfinding signage. These trail improvements should have a useful life of 50 years or longer.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Gifts & Grants Fund	500,000	0	New Appropriation

Technical: Highline Canal AdCo Grant For I-70 Pedestrian Bridge

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,200,000	2,200,000	0	-2,200,000
Gifts & Grants Fund	0.00	0	1,600,000	1,600,000	1,600,000	0
Total Appropriation Impact	0.00	\$0	\$3,800,000	\$3,800,000	\$1,600,000	(\$2,200,000)

This technical supplemental will appropriate grant funding of \$1.6 million from Adams County Open Space, as well as a total of \$2.2 million in funds transferred to Parks, Recreation and Open Space (PROS) from Public Works. The \$2.2 million is comprised of \$1.5 million in local match for the Highline Canal Transportation Improvement Program (TIP) project and \$650,000 from Public Works overmatch. Public Works and PROS are working collaboratively to manage this project which will construct a multi-use trail between East Colfax Avenue and I-70, including constructing a new pedestrian bridge overpass. The project will connect to a 1.2-mile long "north" segment of the High Line Canal Trail between I-70 and Denver's Green Valley Ranch area. The IGA for this project was approved at the March 8, 2021 Regular City Council Meeting. This was not projected for 2022 in the 2023 budget due to the timing of the receipt of the grant.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Capital Projects Fund	2,200,000	0	New Appropriation
Parks, Recreation & Open Space	Gifts & Grants Fund	1,600,000	0	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

Technical: Sand Creek Trail Extension - Adams County Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	261,170	0	261,170	261,170	0
Total Appropriation Impact	0.00	\$261,170	\$0	\$261,170	\$261,170	\$0

This technical supplemental will appropriate grant funding from Adams County Open Space to improve a 1,000' segment of trail between Sand Creek Park and the Denver border. The existing trail will be re-graded to be compliant with the American Disabilities Act (ADA) to accommodate equitable access for all residents and a new 10' wide concrete trail with a 3' foot wide parallel crusher fines trail will be constructed. This was not included in the 2022 projection of the 2023 budget due to the timing of the receipt of the grant.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Gifts & Grants Fund	0	261,170	New Appropriation

Technical: State of Colorado Lifeguard Retention Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	12,500	0	12,500	12,500	0
Total Appropriation Impact	0.00	\$12,500	\$0	\$12,500	\$12,500	\$0

This technical supplemental will appropriate grant funds totaling \$12,500 received from the State of Colorado. These funds were to be used to supplement wages as an incentive to attract and retain lifeguards and to pay full wages to lengthen the season throughout the city. The funds were spent over the four weeks leading up to and including the start of school. Lifeguards work afternoon hours during weekdays for four weeks in August leading up to the Labor Day weekend marking the end of the summer swimming pool season. This supplemental was not included in the 2022 projection of the 2023 Proposed Budget as the grant was not awarded until the later part of 2022.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Gifts & Grants Fund	0	12,500	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning & Development Services

Technical: 1400 Dallas Street Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	197,000	197,000	197,000	0
Total Appropriation Impact	0.00	\$0	\$197,000	\$197,000	\$197,000	\$0

This technical supplemental will appropriate \$197,000 in state funding through the Colorado Community Revitalization Grant to help renovate the 1400 Dallas Street facility in the newly designated Aurora Creative District. This grant is for Phase II of the 1400 Dallas Street project. Phase I was funded by the City of Aurora which has helped enhance the communal rehearsal spaces, including its entry gallery, larger exhibit/performance gallery, community classroom and flex spaces on the main floor. Phase II will fulfill a need for affordable artist space for performance and visual arts. Colorado Creative Industries will issue the full amount of the grant award (\$197,000) once construction plans are completed and a city permit has been issued. This supplemental was not included in the 2022 projection of the 2023 budget due to the timing of the receipt of the grant.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning & Development Services	Capital Projects Fund	197,000	0	New Appropriation

Technical: Fletcher Plaza Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	149,999	149,999	149,999	0
Total Appropriation Impact	0.00	\$0	\$149,999	\$149,999	\$149,999	\$0

This technical supplemental will appropriate \$149,999 in funding from the Colorado Department of Transportation. This grant project will foster safety, activity, and economic development through socially-distanced outdoor commerce, casual urban gatherings, and pedestrian exploration of Downtown Aurora. Improvements will include shade canopy, seating, lighting, wayfinding, district branding, and crosswalks in and around Fletcher Plaza, downtown's premier civic outdoor space, and along Colfax Avenue. The grant will end and has a delivery date of June 30, 2023. This supplemental was not included in the 2022 projection of the 2023 budget due to the timing of the receipt of the grant.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning & Development Services	Capital Projects Fund	149,999	0	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Advance Traffic Signal System Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	460,000	460,000	460,000	0
Total Appropriation Impact	0.00	\$0	\$460,000	\$460,000	\$460,000	\$0

This technical supplemental will appropriate \$460,000 in federal funding for the purchase a new Advance Traffic Signal System for the City of Aurora through the Denver Regional Council of Governments (DRCOG) Regional Transportation Operations and Technology (RTO&T) grant program. This system is used by traffic engineering and traffic operations staff to operate, monitor, and manage traffic signals. The federal funding will be used to procure new hardware and software for the signal system and to configure and setup the new system.

The Intergovernmental Agreement (IGA) for this project was approved at the April 11, 2022 Regular City Council Meeting. These funds were included in the 2022 projection in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	460,000	0	New Appropriation

Technical: Appropriate Arapahoe County Cost Share for SARIA Gun Club

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,800,000	1,800,000	1,800,000	0
Total Appropriation Impact	0.00	\$0	\$1,800,000	\$1,800,000	\$1,800,000	\$0

This technical supplemental will appropriate a \$1.8 million contribution from Arapahoe County for the Southeast Aurora Regional Improvement Authority (SARIA) Gun Club Phase One project. A contribution of \$500,000 was previously provided by the County as well. This project will perform initial scoping and preliminary design of the Gun Club Road Improvements including relocation of some existing utilities. This initial phase is expected to cost \$4.6 million and the city is providing an in-kind contribution in the form of project management. These funds were included in the 2022 projection in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	1,800,000	0	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate HSIP Grant Funds

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,924,740	1,924,740	1,924,740	0
Total Appropriation Impact	0.00	\$0	\$1,924,740	\$1,924,740	\$1,924,740	\$0

This technical supplemental will appropriate additional grant funds received through the Colorado Highway Safety Improvement Program (HSIP). These funds will modernize and improve traffic signal equipment in various intersections. These funds were included in the 2022 projection in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-854,215	0	Lapse of Appropriation
Public Works	Capital Projects Fund	2,778,955	0	New Appropriation

Technical: Appropriate Reimbursements Received

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	637,308	637,308	637,308	0
Total Appropriation Impact	0.00	\$0	\$637,308	\$637,308	\$637,308	\$0

This technical supplemental will appropriate \$550,400 in the Miscellaneous Street Improvements program for a reimbursement received from the Regional Transportation District (RTD) for a joint landscape project along the I-225/R-Line light rail system. This is the final of two payments. These funds were included in the 2022 projection in the 2023 budget.

This supplemental will also appropriate \$25,000 in the Miscellaneous Street Improvements program for funds reimbursed by the city's Loss Fund for emergency repairs to the Sable-Highline culvert after it sustained fire damage; \$50,000 in the Building Repair Special Projects program for insurance recoveries for damage to the People's Building after it was struck by a vehicle; and \$11,900 in the Bridge Maintenance program for a reimbursement from the contractor on the Peoria Bridge project. These funds had not been received in time to include in the 2022 projection in the 2023 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	637,308	0	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Chambers Over Sand Creek Bridge Grant Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	\$0	\$0	\$0	\$0	\$0

This supplemental will appropriate \$392,000 for cost increases for the Chambers Road Bridge over Sand Creek grant project. Since the cost estimate for the project was developed, there have been significant labor and construction costs increases. Also, additional necessary improvements were identified during design that are more cost effective to address with this project rather than at a future date. The additional city funding will be transferred from the Bridge Maintenance Program.

The Chambers Road Bridge over Sand Creek currently serves as a main connection route between the neighborhoods and provides access to the trail system along Sand Creek. The rehab work consists of expansion joint replacement as needed; repair of sidewalks; and repair of spalled concrete bridge rails and corroded steel parts. The Intergovernmental Agreement (IGA) for the grant award was approved at the September 23, 2019 Regular City Council Meeting. This transfer was not projected for 2022 in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-392,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	392,000	0	New Appropriation

Technical: Transfer Havana Transit Improvements Local Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	\$0	\$0	\$0	\$0	\$0

This one-time supplemental will transfer local match funds for the Havana Transit Improvements from the Transportation Priority Projects funds. The city applied for and was awarded a federal grant through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) for improvements along the Havana Street transit corridor such as bus bypass lanes; installation of bus bulbs; and bus stop accessibility upgrades. The city was awarded \$539,580 in federal funding as well as a \$125,000 match from RTD, which was previously appropriated. The IGA for this project was approved at the August 23, 2021 Regular City Council Meeting. This transfer was not projected for 2022 in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-35,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	35,000	0	New Appropriation

Attachment B
2022 Fall Amendment Ordinance
2022 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Transfer Highline Canal TIP Project Match Funds

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-2,200,000	-2,200,000	0	2,200,000
Total Appropriation Impact	0.00	\$0	(\$2,200,000)	(\$2,200,000)	\$0	\$2,200,000

This technical supplemental will lapse \$1.5 million from the Transportation Improvement Program (TIP) match program and \$650,000 from Public Works overmatch so that it may be re-appropriated in Parks, Recreation and Open Space (PROS) for the Highline Canal TIP project. Public Works and PROS are working collaboratively to manage this project which will construct a multi-use trail between East Colfax Avenue and I-70, including constructing a new pedestrian bridge overpass. The project will connect to a 1.2-mile long "north" segment of the High Line Canal Trail between I-70 and Denver's Green Valley Ranch area. The IGA for this project was approved at the March 8, 2021 Regular City Council Meeting. The technical transfer of matching funds from Public Works to PROS was not projected for 2022 in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-2,200,000	0	Lapse of Appropriation

Transfer Funds To Traffic Calming Program

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	\$0	\$0	\$0	\$0	\$0

This supplemental will transfer \$2.5 million from Street Overlay to Traffic Calming. In the 2022 Spring Supplemental, \$4.0 million was added to the overlay program from the General Fund. Due to the issuance of the Certificates of Participation for roadway maintenance and the creation of the Transportation Maintenance Fund, a portion of the funds can go to Traffic Calming. This transfer was included in the 2022 projection in the 2023 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-2,500,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	2,500,000	0	New Appropriation

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2021-56, AND 2022-24 FOR THE 2022 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2021-56 and 2022-24, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”) has appropriated funds for the fiscal year beginning January 1, 2022, and ending December 31, 2022 (“Fiscal Year 2022”); and

WHEREAS, additional appropriations are needed to fund new expenditures for which revenues have recently become available; and

WHEREAS, the Director of Finance has certified that unappropriated reserves and additional funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the City Manager has recommended that the various appropriations enumerated in this Ordinance be made.

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

Section 1. Appropriations in addition to those made in Ordinance Nos. 2021-56 and 2022-24 shall be made for Fiscal Year 2022 for the purposes enumerated in Attachment B to the document entitled 2022 Fall Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the “2022 Amendment Detail”), all as follows:

- a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Twenty-Two Thousand, Eight Hundred Twenty-Seven Dollars (\$22,827).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Twelve Million, Thirty-Five Thousand, Fifty-Three Dollars (\$12,035,053).
- c. From the unappropriated fund balance and/or additional revenues of the Community Development Fund, the net amount of One Million, One Hundred Fifty-Nine Thousand, Two Hundred Seventy Dollars (\$1,159,270).
- d. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Two Million, Three Hundred Seventy-Three Thousand, Six Hundred Seventy Dollars (\$2,373,670).

Section 2. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2022 Amendment Detail for Fiscal Year 2022.

Section 3. The City Manager and the Budget Officer are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 4. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

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

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MICHAEL COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

George Koumantakis for _____
HANOSKY HERNANDEZ,
Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Harvest Mile Initial Zoning
Item Initiator: Aja Tibbs, Senior Planner
Staff Source/Legal Source: Aja Tibbs, Senior Planner; Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/24/2022

ITEM DETAILS:

A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY 308.6 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED NORTH AND SOUTH OF SMITH ROAD AND WEST OF POWHATON ROAD, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (HARVEST MILE INITIAL ZONING)

Aja Tibbs, Senior Planner / Dan Money, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 9/14/2022

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

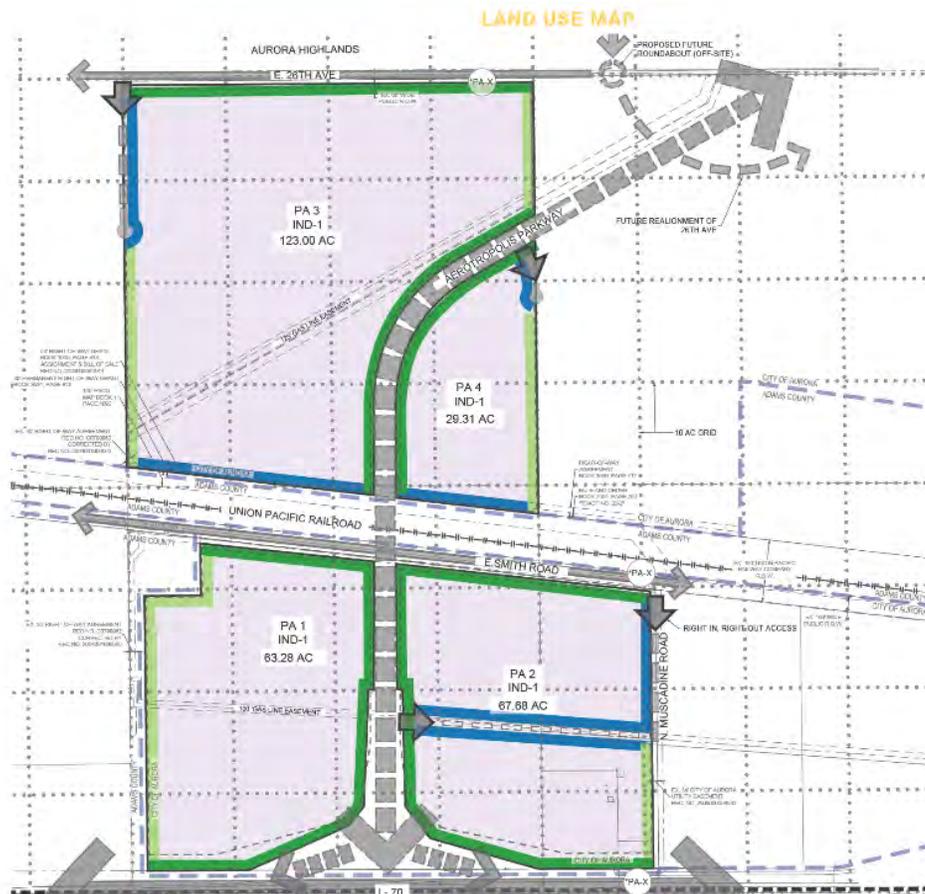
HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on September 14, 2022 and voted unanimously (5-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit D) and details the discussion and Planning Commission action on the item.

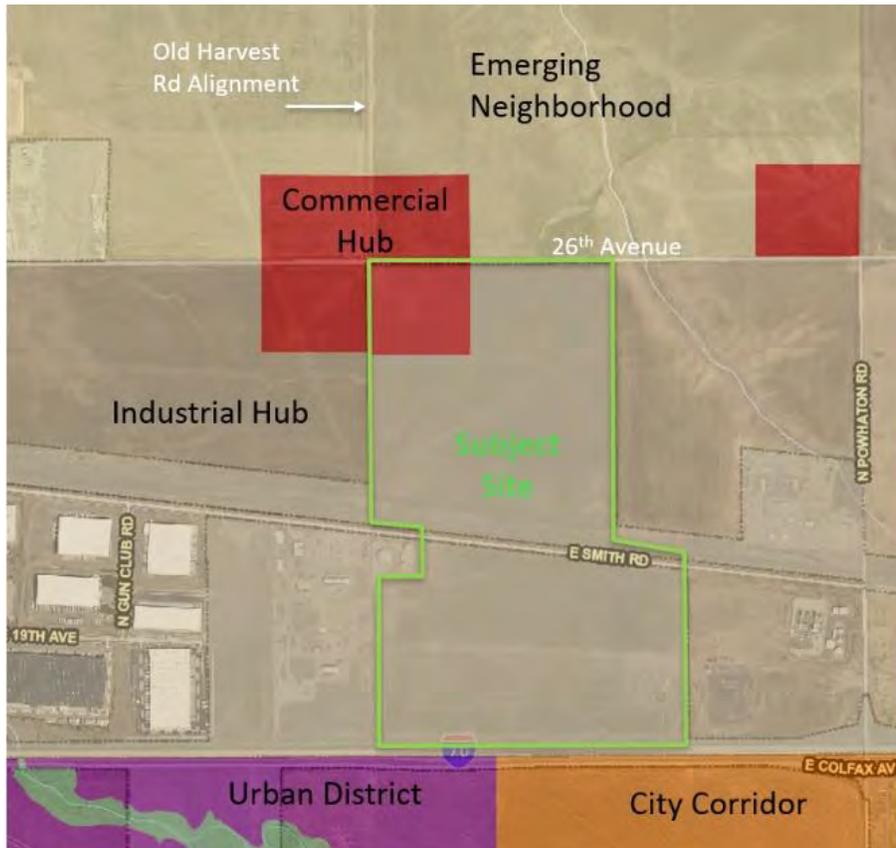
ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

The applicant, United Properties, is requesting approval of an initial zoning for two parcels of land undergoing annexation into the City of Aurora for a project area known as Harvest Mile. The initial zoning request is for the I-1 Business / Tech zone district for both parcels. Parcel A is located between 26th Avenue and Smith Road / Union Pacific Railroad at the Harvest Road alignment, and Parcel B is located south of Parcel A, between Smith Road and Interstate 70, also at the Harvest Road alignment. Parcel A is approximately 162 acres and Parcel B is approximately 148 acres. Both subject parcels are located within Subarea C. A majority of Parcel A and all of Parcel B are located within the Industry Hub placetype.

The property has also submitted a Master Plan application for both parcels included in the initial zoning request. The review process is still underway for the Master Plan documents, but it generally lays out four planning areas clustered around the Aerotropolis Parkway (AKA Harvest/Powhaton) / I-70 Interchange.



In the Aurora Places Comprehensive Master Plan, the land a majority of the subject site is designated as an Industrial Hub, and approximately 40 acres of Parcel A is designated as a Commercial Hub, which was intended to be shared with additional commercial hub areas along the north side of 26th Avenue (The Aurora Highlands), and the undeveloped property to the west of Parcel A.



Since the adoption of the comprehensive plan, the intersection of Harvest Road and 26th Avenue has changed. The Aurora Highlands (TAH) has removed the alignment of Harvest Road north of 26th Avenue, causing Harvest Road to shift over to the Powhatan alignment to the east (Aerotropolis Parkway). This has removed the major 4-way intersection at 26th Avenue and Harvest Road and TAH has been approved to develop residential uses at this location.

The proposed Harvest Mile Master Plan indicates that all planning areas are intended for industrial uses and does not include any commercial uses as intended for the commercial hub comprehensive plan designation. Since the approval of The Aurora Highlands Master Plan, the applicant believes that the commercial hub designation is no longer appropriate south of 26th Avenue and is requesting I-1 zoning. Refer to Exhibit B which further outlines the applicant's justification for not proposing commercial uses within the subject site.

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the initial zoning request for two parcels to I-1 (Business / Tech) zone district?

LEGAL COMMENTS

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds

that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

(1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or

(2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (City Code Sec. 146-5.4.1.C) (Money)

PUBLIC FINANCIAL IMPACT

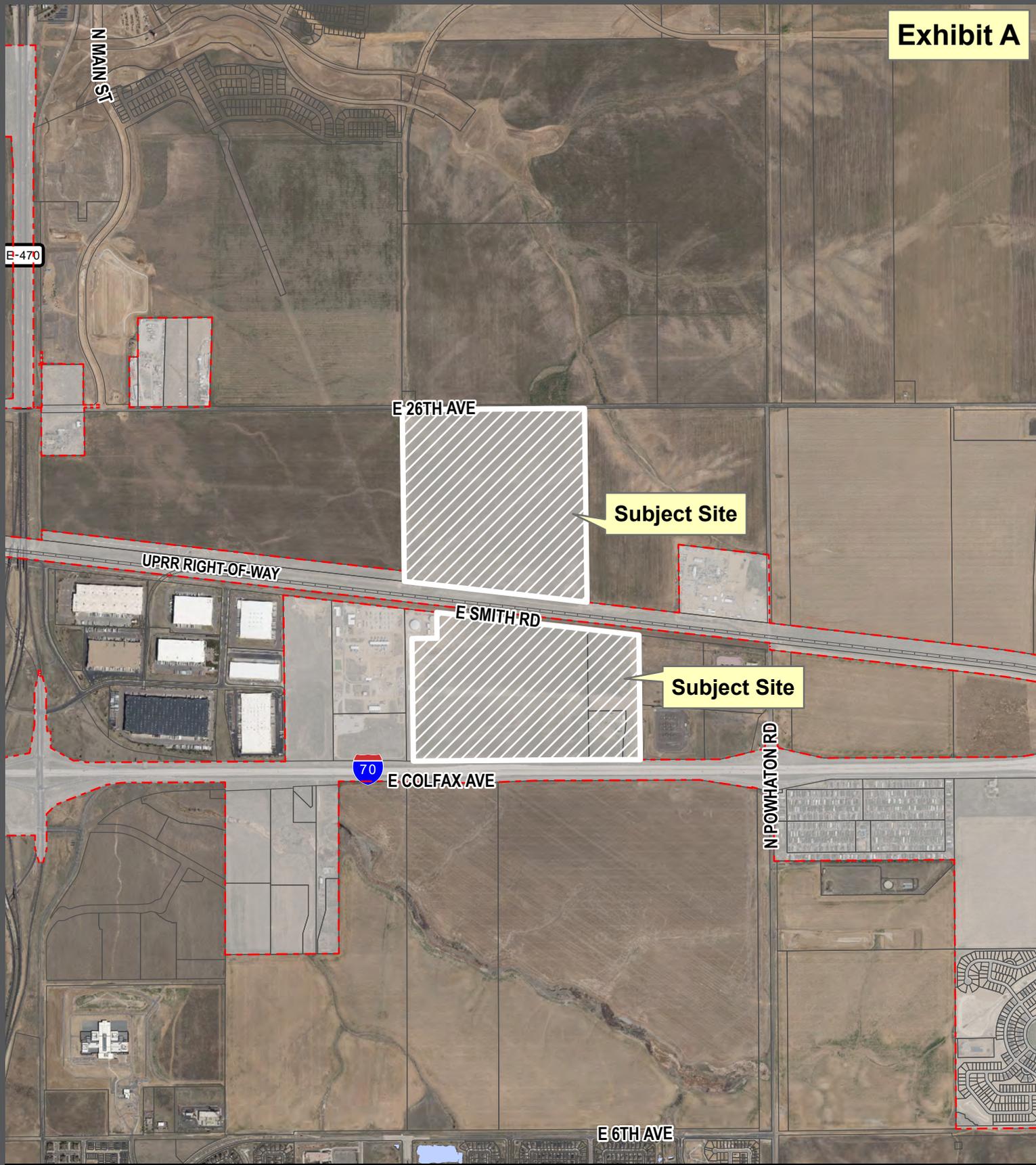
YES NO

If yes, explain: N/A

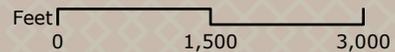
PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



**Harvest Mile
Initial Zoning & Master Plan**



*Aurora is
Worth Discovering!*



City of Aurora, Colorado

**Planning &
Development Services**

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.733.7217

Case Numbers: 2022-2003-00, 2022-7004-00
Development Application: #2320-00



September 7, 2022

Ms. Aja Tibbs
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

**Re: Harvest Mile
Initial Zoning Letter of Introduction**

Dear Aja:

The property is currently located in Adams County and the zoning will be established as part of the Annexation into the City of Aurora. With the Annexation, the initial zoning application has been submitted to zone the entire 308.6 acres to Industrial District (I-1). The zoning designation will be Industrial District (I-1) which supports the City's Comprehensive plan Placetype Plan.

The City's Comprehensive Plan Placetype Plan identifies the parcels as Industry Hub placetypes with a small portion of Commercial Hub in the northwest corner along East 26th Ave. According to the Aurora Places within the City's 2018 Comprehensive Plan, the primary land uses associated the Industry Hub Placetype include Light Industrial, Heavy Industrial, and Urban Agriculture with supporting uses Office, Commercial services, Commercial Retail and Restaurants.

We are requesting to eliminate the Commercial Hub placetype and implement the Industry Hub Placetype with the following justification:

Based on conversations with Jacob Cox and the Council Inquiry on commercial uses, it is our understanding that the City of Aurora staff will not require a Comprehensive Plan Amendment to eliminate the Commercial Hub and utilize Industry Hub Placetype for the entire property. The Applicant believes this request will be beneficial the City and support the future commercial centers within the approved Aurora Highlands community.

Based on the UDO Section 146-5.4.1. C.3., the City will use the following criteria to determine if the zoning request is appropriate:

The Initial Zoning request is part of the Annexation process into the City of Aurora.

Criteria for Approval

- i. The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or **Not Applicable**

- ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and: The **change of condition includes the Annexation from Adams County into the City of Aurora.**
- a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

Chapter 5 Strategic Development Areas: (page 62)

- “Encourage investment and job creation” and “identify suitable areas across the community”. *This property is surrounded by the Aerotropolis Area and is identified and Industrial Hub with direct access to I-70.*

Chapter 5 Aerotropolis (page 63)

- Largely characterized by a collection of transportation-linked businesses and supporting industrial and commercial development. *This property will support the Aerotropolis vision to take advantage of the I-70 transportation corridor as a key opportunity for the region. Focus on prioritizing infrastructure and transportation opportunities that will benefit the area’s development. This development will provide the important infrastructure and right-of-way connection for Aerotropolis Parkway that leads to the I-70 at the new interchange.*

Chapter 5 Transportation Framework: (page 67)

- Identifies the Powhaton Road as a Future Interchange along I-70. *This development will provide the important infrastructure and right-of-way connection for Aerotropolis Parkway that leads to the I-70 at the new interchange.*

Chapter 5 Pedestrian Priority Areas: (page 72)

- The Powhaton Road interchange shall provide for pedestrian connection over I-70 which will ultimately join the Aurora Highlands Parkway. *A pedestrian connection will be part the Aerotropolis Parkway, East 26th Avenue and internal circulation patterns.*

Chapter 6: Strong Economy (page 88)

Goals:

- Support a growing availability of job opportunities for people with a variety of skill levels and experience. *The proposed Industrial uses will provide jobs to bolster the local economy. Industrial warehouse and distribution much needed in around the Aerotropolis Area.*

Recommended Practice:

- Identify and reserve ideal locations for significant and strategic commercial and employment uses in urban districts, innovation district, city corridor, commercial hub and industry hub placetypes. *Harvest Mile is the ideal location for Industry Hub placetypes based on access to I-70 and proximity to the Denver International Airport.*
- Continue to use zoning designations to locate industry hubs, particularly along the I-70 corridor and in the Aerotropolis area, in large land areas well-suited for industrial and distribution operations. *The Industry Hub PlaceType supports the need for Industrial warehouse and distribution with direct access to I-70 and the Denver International Airport.*

Chapter 6: Easy mobility and active transportation (page 94)

Recommended Practice:

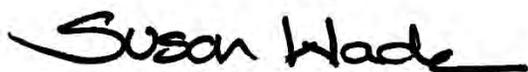
- Locate Industry Hubs near major highways, rail lines and street networks that can accommodate trailer trucks for quick and easy shipping that does not disrupt non-commercial traffic. *The proposed industrial uses will have direct access to I-70 to focus truck circulation to major roadways in the area.*

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; *The surrounding land uses to the east, west and south are zoned either industrial or agriculture. The Aurora Highlands to the north will be a future residential community, building setbacks, height limitations and landscape buffers will be provided along the northern property line.*

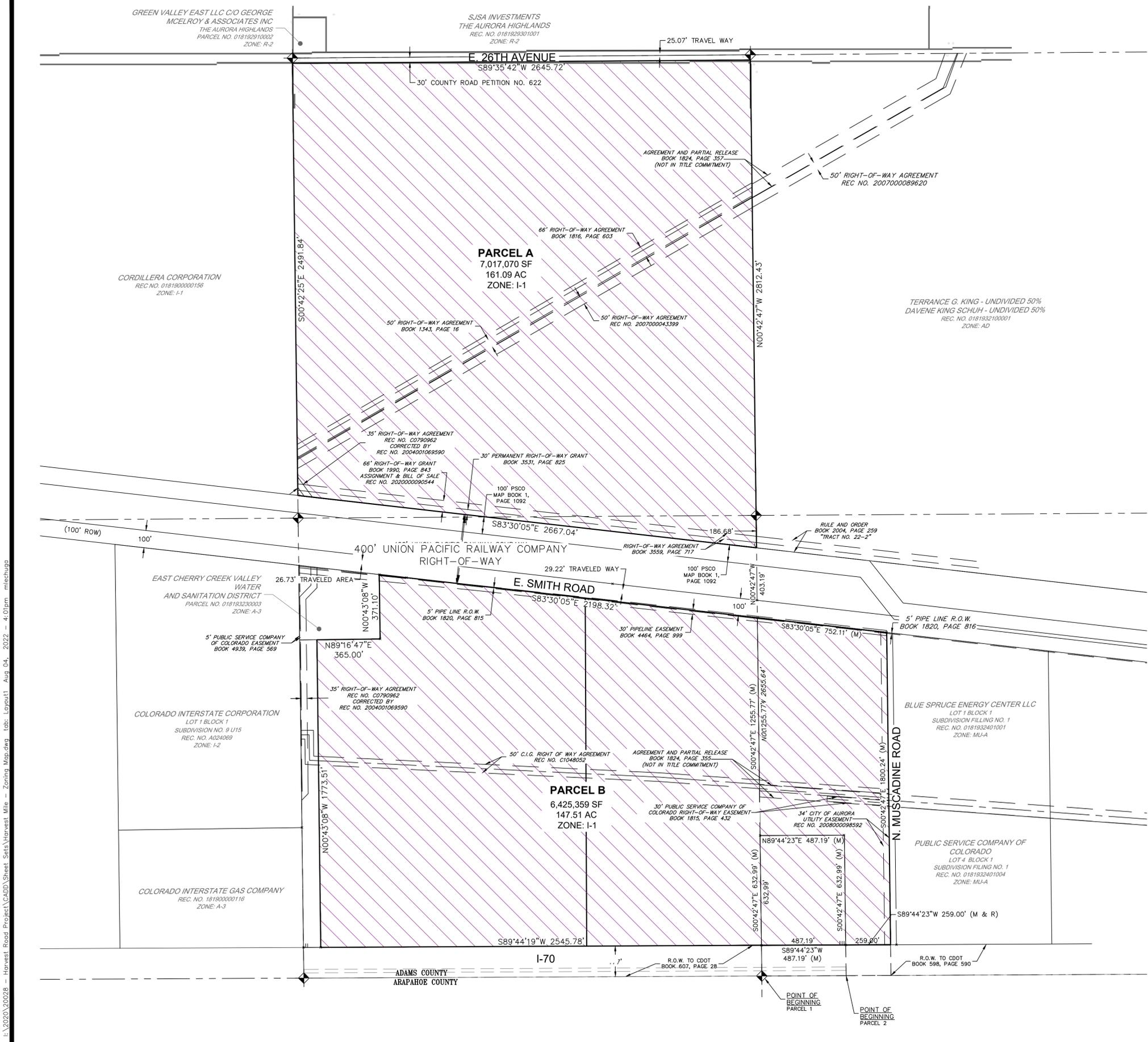
(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. *No dislocation of tenants or occupants will occur due to the Annexation and Initial Zone Request. The public benefits of this property shall be direct access to I-70 with the new interchange (both vehicular and pedestrian), the implementation of the comprehensive plan goals to support the Aerotropolis Area with industrial uses and job creation.*

In summary, Industrial 1 (I-1) Zone District supports the Industrial Hub Placetype as identified in the Comprehensive Plan as well as support the Aerotropolis Area Plan to provide job opportunity with warehousing and distribution uses along the I-70 corridor.

If you have any questions or concerns pertaining to the Initial Zoning Request, please contact myself or any member of the team listed above.



Sincerely,
Susan Wade, PLA
Senior Planner
Associate Principal



LEGEND

- EASEMENT LINE
- ◆ SECTION CORNER
- ◆ SECTION CORNER CALCULATED
- PARCEL LINE

NOTES:

- ALL USES BY RIGHT, ACCESSORY USES AND CONDITIONAL USES PERMITTED IN THE APPLICABLE REFERENCED ZONE DISTRICTS AS SET FORTH IN THE ADAMS COUNTY MUNICIPAL CODE.
- DISPOSITION OF ALLOWED USES SHALL BE IN ACCORDANCE WITH THE APPROVED MASTER PLAN.

ZONING TYPE	EXISTING ZONING	PROPOSED ZONING
A-3	308.6 AC	0.00 AC
I-1	0.00 AC	308.6 AC
TOTAL	308.6 AC	308.6 AC

Redland
WHERE GREAT PLACES BEGIN

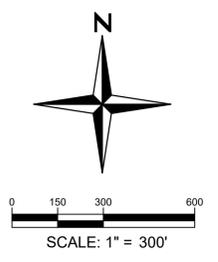
720.283.6783
 REDLAND.COM

- Land Planning
- Landscaping Architecture
- Civil Engineering
- Construction Management

NOT FOR CONSTRUCTION

PROJECT NO.	DATE	NO.	NOTES
20088.02	6-10-2022	1	ZONING AMENDMENT
	8-01-2022	2	ZONING AMENDMENT
	8-04-2022	3	ZONING AMENDMENT

ZONING MAP
HARVEST MILE
 ADAMS COUNTY, COLORADO



I:\2020\20088 - Harvest Road Project\CADD\Sheet Sets\Harvest Mile - Zoning Map.dwg tab: Layout1 - Aug 04, 2022 - 4:01pm michueta

City of Aurora Planning Commission Case Report

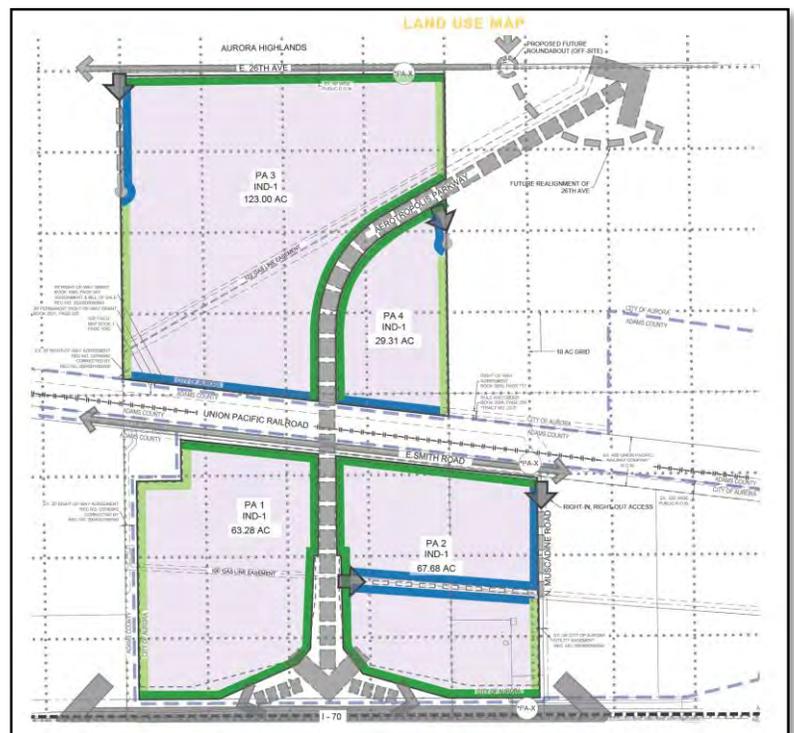
Project Title: Harvest Mile Initial Zoning
Date: September 14, 2022
Development Application Number: DA-2320-00
Case Number: 2022-2003-00
Case Manager: Aja Tibbs
Applicant: United Properties
General Location: North and South of Smith Road, West of Powhatan Road
Ward: II

Project Summary:

The applicant, United Properties, is requesting approval of an initial zoning for two parcels of land undergoing annexation into the City of Aurora for a project area known as Harvest Mile. The initial zoning request is for the I-1 Business / Tech zone district for both parcels. Parcel A is located between 26th Avenue and Smith Road/ Union Pacific Railroad at the Harvest Road alignment, and Parcel B is located south of Parcel A, between Smith Road and Interstate 70, also at the Harvest Road alignment. Parcel A is approximately 162 acres and Parcel B is approximately 148 acres.

Both subject parcels are located within Subarea C. A majority of Parcel A and all of Parcel B is located within the Industry Hub placetype. A roughly 40-acre area of Parcel A is designated as a Commercial Hub just south of 26th Avenue on the west property line in Aurora Places, the comprehensive plan.

The applicant has also submitted a Master Plan application for both parcels included in the initial zoning request. The review process is still underway for the master plan documents, but it generally lays out four planning areas clustered around the Aerotropolis Parkway (AKA Harvest / Powhatan) and I-70 Interchange.



Applicant's Request:

To amend the Zoning Map to Initially Zone 310 acres to I-1 Business / Tech District.

Community Comments:

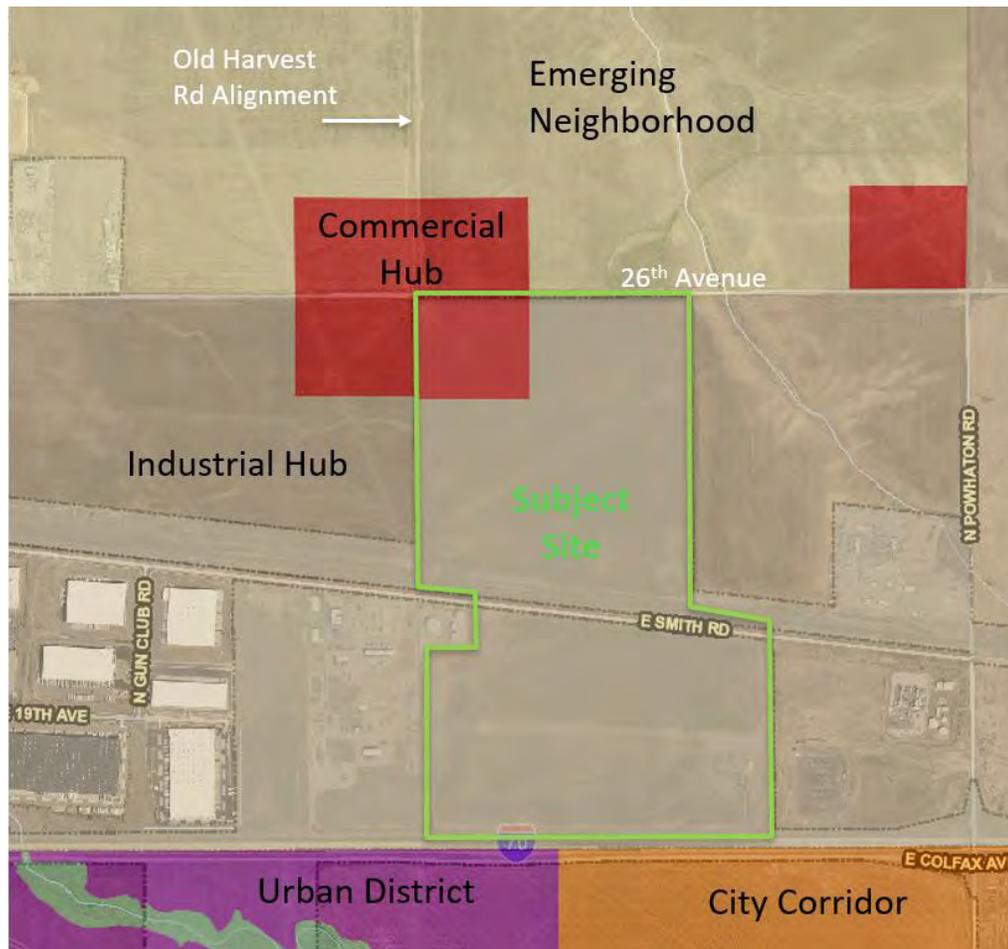
Eight adjacent property owners and two registered neighborhood organizations were notified of the application. No comments were received by staff regarding the zoning map amendment application. Therefore, no neighborhood meeting was held. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing Notice and sign posting.

Major Issue Discussed During Development Review:

- Compliance with Comprehensive Plan
- Zoning Analysis
- Master Plan for Industrial Uses

Results of Development Review:

Compliance with Comprehensive Plan. In the Aurora Places Comprehensive Master Plan, the majority of the subject site is designated as an Industrial Hub, and approximately 40 acres of Parcel A is designated as a Commercial Hub, which was intended to be shared with additional commercial hub areas along the north side of 26th Avenue (The Aurora Highlands), and the undeveloped property to the west of Parcel A.



The Industry Hub includes areas typically dedicated to manufacturing, warehousing distribution, fulfillment centers, freight operations, and renewable energy enterprises. This placetype plays an important role in the city's employment base and economy but can sometimes create outdoor activity and should be appropriately buffered from residential and commercial areas. The proposed light industrial uses outlined within the draft master plan are compatible with the purpose and intent of the Industry Hub Placetype.

The Commercial Hub Placetype is described as especially critical to the future economic and fiscal health of Aurora. This placetype primarily contains uses that provide goods and services to nearby Established and Emerging Neighborhoods but can also serve other placetypes in the area. This placetype is characterized by shopping centers and areas that provide a cluster of compatible businesses.

Since the adoption of the comprehensive plan, the intersection of Harvest Road and 26th Avenue has changed. The Aurora Highlands (TAH) has removed the alignment of Harvest Road north of 26th Avenue, causing Harvest Road to shift over to the Powhaton alignment to the east (Aerotropolis Parkway). This has removed the major 4-way intersection at 26th Avenue and Harvest Road and TAH has been approved to develop residential uses at this location.

The proposed Harvest Mile Master Plan indicates that all planning areas are intended for industrial uses and do not include any commercial uses as intended for the commercial hub comprehensive plan designation. Since the approval of The Aurora Highlands Master Plan, commercial uses in this area will not be provided in this location north of 26th Avenue, and the applicant believes that the commercial hub designation is no longer appropriate south of 26th Avenue and is requesting I-1 zoning. Refer to Exhibit B which further outlines the applicant's justification for not proposing commercial uses within the subject site.

Zoning Analysis. The purpose of the Business / Tech Zone District (I-1) is to “*provide employment centers with offices, office showrooms, light manufacturing, research and development operations, and a limited range of associated retail service, at a low- to medium scale with high building design quality in an integrated or campus-like setting,*” UDO Section 146-2.5.3.A. Properties to the west of both parcels are zoned I-1, making the request consistent with other industrial areas in the vicinity.

Master Plan for Industrial Uses. In addition to meeting the UDO requirements for industrial uses, a master plan for both parcels will be provided to guide development on the subject site. This master plan document is still early in the review process, but once complete will provide additional design standards to address the character of the proposed industrial park.

Summary of Staff Recommendation:

To Amend the Zoning Map to Initially Zone 310 acres to I-1 Business / Tech District.

Detailed Case Analysis

Public Notification:

A legal notice appeared in the Aurora Sentinel on September 1, 2022. The applicant has submitted certificates of mailing verifying that public hearing notices were sent to adjacent property owners and registered neighborhood organizations. Two signs were posted on the site.

Community Referrals:

Referrals were provided to the following registered neighborhood organizations within one mile of the project: CLEAN, and E-470 Neighbors.

Conformance with Code Criteria:

1. Zoning Map Amendment Approval Criteria

Zoning Map Amendment approval criteria are found in Section 146-5.4.1.C.1.3 of the Unified Development Ordinance. An application for changes to the Zoning Map for individual parcels shall only be recommended if the Planning Director and the Planning and Zoning Commission find that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met:

1. *The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or*
2. *The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:*
 - a. *The applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district;*
 - b. *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible with surrounding development through development conditions; and*
 - c. *The applicant demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

The proposed Zoning Map Amendment complies with the approval criteria for the following reasons:

- It supports partnership with private development to grow Aurora's economy and business as outlined within the Comprehensive Plan;
- The proposed zoning is compatible with surrounding development and will be further regulated through the draft Harvest Mile Master Plan and Unified Development Ordinance which outline requirements for the size, scale, height, density, and compatibility of site development; and,
- The site is currently vacant and will not create any dislocations of tenants or occupants of the property.

Applicant Information:

Applicant/Owner: United Properties
Project Consultant: Redland

Exhibits:

- Exhibit A Vicinity Map
- Exhibit B Applicant Request Letter
- Exhibit C Zoning Map
- Exhibit D Draft Harvest Mile Master Plan (Land Use and Circulation Map Excerpts)

Project Statistics

Land Use Analysis

Item	Existing	Permitted / Required	Proposed
Zoning	Adams County	N/A	(I-1) Buisness/Tech District
Land Use	Undeveloped / Vacant	N/A	Light Industrial Uses
Parcel Size	Varies	N/A	N/A

Surrounding Properties

Direction Actual Use	Zoning	Use
North	(R-2) Residential – Medium Density Residential	The Aurora Highlands (Residential)
East	(AD) Airport District and (MU-A) Mixed-Use Airport	Vacant/Unplanned Land (Parcel A); Spruce Energy Center (Parcel B)
West	(I-1) Business/ Tech District and Adams County	Vacant/Unplanned Land (Parcel A); Adams County Water Treatment Facility (Parcel B)
South	(R-2) Residential - Medium Density	Interstate 70 – Vacant/Unplanned Land

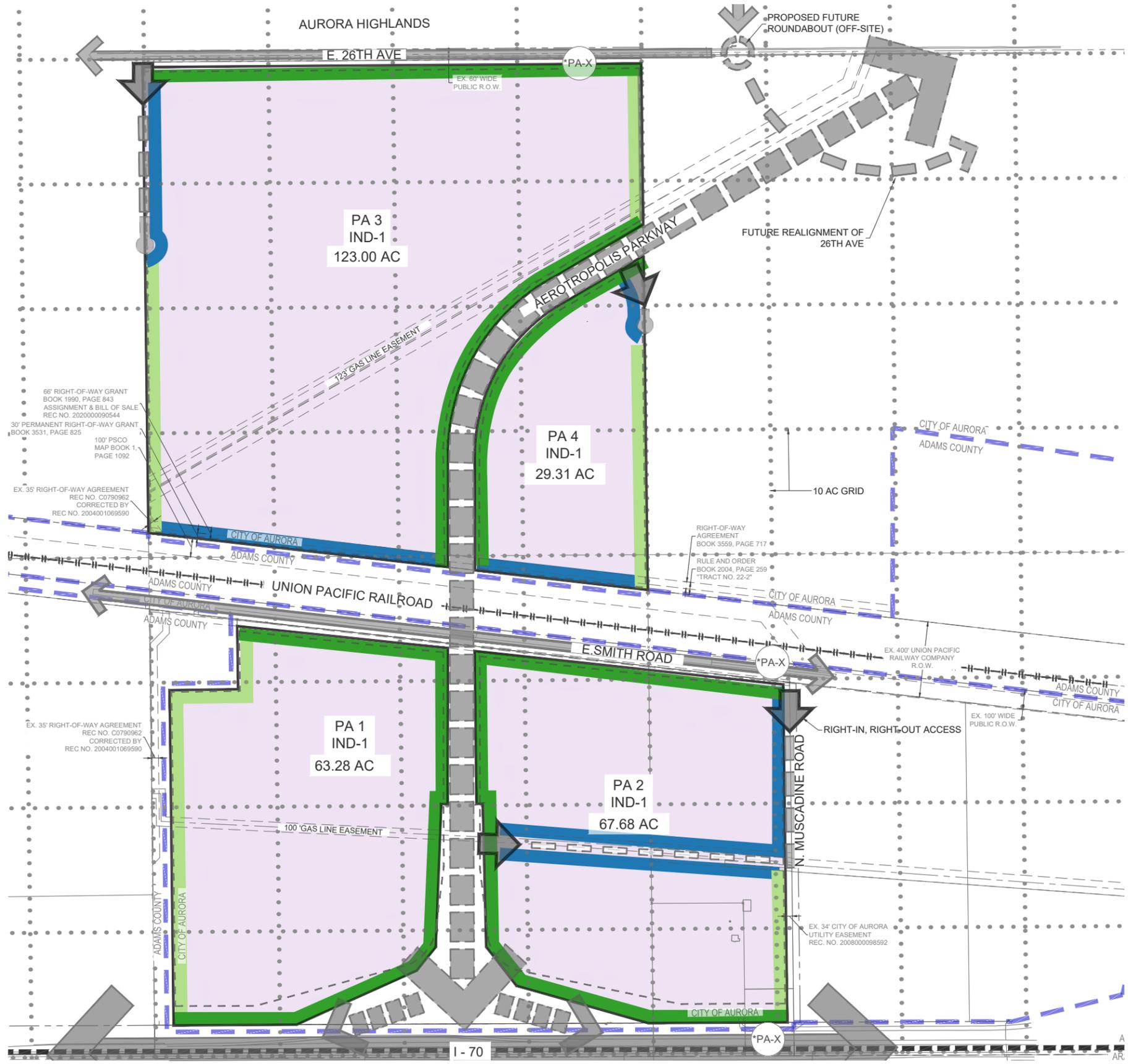
Staff Recommendation:

Agenda Item 7e: Zoning Map Amendment

Recommend approval of the Zoning Map Amendment to initially zone parcels A and B to I-1 Business/Tech district to City Council because the proposal complies with the criteria in Code Section 146-5.4.1.C.1.3 of the Unified Development Ordinance for the following reasons:

- It supports partnership with private development to grow Aurora's economy and business as outlined within the Comprehensive Plan;
- The proposed zoning is compatible with surrounding development and will be further regulated through the draft Harvest Mile Master Plan and Unified Development Ordinance which outline requirements for the size, scale, height, density, and compatibility of site development; and,
- The site is currently vacant and will not create any dislocations of tenants or occupants of the property.

land use map



legend

	Property Boundary		I-70
	Building Setback		Proposed Major Arterial Road (Aerotropolis Parkway By Others)
	Railroad		Proposed I-70 On/ Off Ramp (By Others)
	10 Ac Grid		Future Minor Arterial Road (E. 26th Ave Relocation By Others)
	Industrial Use		Existing Road (Future Minor Arterial, E. 26th Ave And Smith Road)
	25' Landscape Buffer		Proposed Internal Road (3-Lane Collect or 1/2 Section)
	18' Landscape Buffer		Proposed Internal Road (2-Lane Collect or)
	10' Landscape Buffer		
	County Line		
	City Of Aurora		
	Proposed Site Access Location		
	High Visibility Site		

NOTES

- 1. TRAFFIC SIGNAL COSTS**
Owner and/or developers are responsible for 100 percent of signal costs for interior intersections. The cost of signals at perimeter intersections will be prorated. Signal locations and cost sharing will be determined at Contextual Site Plan.
- 2. STREET LIGHTS**
Streetlights must be constructed along all public streets as required by City Code Section 126-236.
- 3. ARCHEOLOGICAL FINDS**
The owner, developer, and/or contractors will notify the City if archeological artifacts are uncovered during construction.
- 4. MASTER DRAINAGE PLAN**
No subdivision shall be approved prior to the City's approval of the Master Drainage Plan. In the event of any plan conflicts with the MP, including, but not limited to, the size, location and regional detention ponds and/or drainage way locations, cross sections and widths, the Master Drainage Plan, as approved by the City, shall govern. Drainage ponds drop structures and other facilities are subject to preliminary plat or site plan review.
- 5. 404 PERMIT**
The developer is responsible to comply with any requirements of the Army Corps of Engineers (if any) with regards to 404 permitting and wetlands mitigation.
- 6. EMERGENCY ACCESS**
The developer shall provide two points of paved emergency access and a looped water supply to each phase of the development as approved by the City. The developer shall provide emergency crossings that meet all city standards. The developer/applicant is required to provide all offsite roadways necessary to provide the two distinct points of access to the overall site.
- 7. THE MASTER UTILITY STUDY, MASTER DRAINAGE STUDY, AND MASTER TRANSPORTATION STUDY ARE INCORPORATED AS PART OF THE MP.**
Final approval of these documents is required before acceptance of an application for the first within the project.
- 8. LANDSCAPING STANDARDS**
Unless otherwise noted herein in an adjustment, the landscaping standards outlined in the UDO apply to this MP. Where the standards outlined in the UDO conflict with the standards within this MP, the more restrictive shall apply.
- 9. FUTURE AMENDMENTS**
Any future amendments to architecture, landscape architecture and other urban design standards and related drawings must demonstrate an equal or better quality than the approved MP standards.
- 10. MAJOR ARTERIAL MEDIANS TO BE PUBLICLY MAINTAINED SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH P&OSD PUBLIC MEDIAN STANDARDS. (THESE POLICIES ARE PENDING COMPLETION.)**
- 12. MAJOR ARTERIAL MEDIANS TO BE PRIVATELY MAINTAINED SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH P&OSD PRIVATE MEDIAN STANDARDS. (THESE POLICIES ARE PENDING COMPLETION.)**

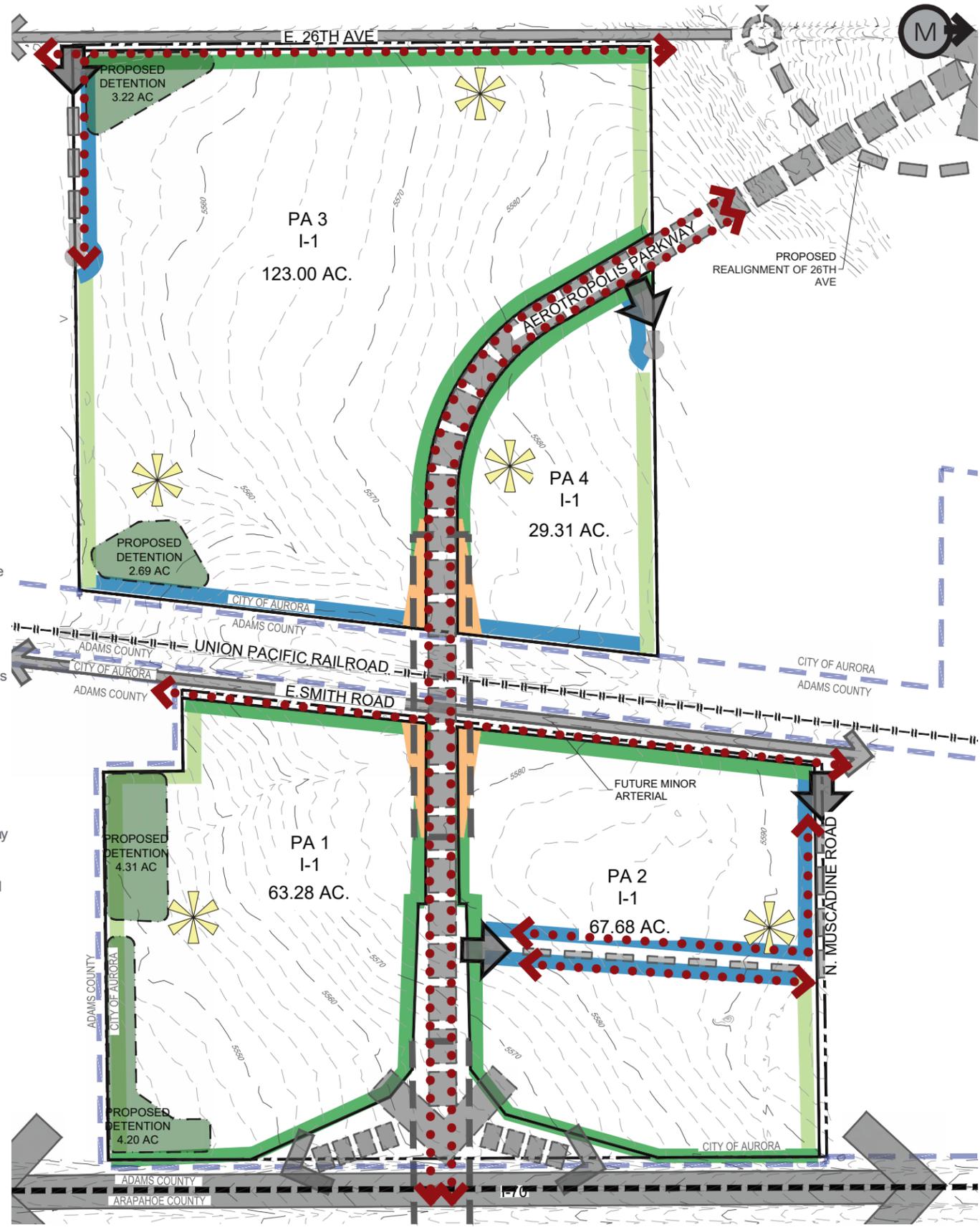
master plan open space, circulation, and neighborhood plan

LEGEND

- Property Boundary
- County Line
- City Of Aurora
- Railroad
- Proposed Pedestrian Walkway¹
- Detention
- 25' Landscape Buffer (At Grade)
- 18' Landscape Buffer (At Grade)
- 10' Landscape Buffer (At Grade)
- Elevated Landscape Buffer
- Elevated Portions Of Aerotropolis Parkway
- Proposed Site Access Location
- Pedestrian Space (Final Size & Location To Be Determined With Site Plan)
- Future Type 2 Mobility Hub At The Intersection Of Powhattan & 26th (Per Neat's Fig. Es-4 & Es-5.)
- I-70
- Proposed I-70 On/Off Ramp
- Proposed Major Arterial Road (Aerotropolis Parkway By Others)
- Future Minor Arterial Road (E. 26th Ave Relocation By Others)
- Existing Road (Future Minor Arterial, E. 26th Ave And Smith Road)
- Proposed Internal Road (3-Lane Collector)
- Proposed Internal Road (2-Lane Collector)

notes:

1. Pedestrian walkways internal to the site shall be determined with the Site Plan.
2. Internal roadways and additional site access locations shall be determined and provided with the Conceptual Site Plan.



calculation of parks & open space dedication requirements:

	Required Dedication per Population (AC) ¹	Required Public Use Dedication (AC) ²	Total Park & OS Required (AC)	Provided Parks & OS Dedication (AC)	Cash-in-Lieu Requirement
Neighborhood Park	0 x 3.0 / 1000 = 0	N/A	0	0	\$0
Community Park	0 x 1.1 / 1000 = 0	N/A	0	0	\$0
Open Space	0 x 7.8 / 1000 = 0	5.67	5.67	8.51	\$0

notes:

1. Due to the proposed zoning (Industrial) there is no projected population for this project.
2. Per the City of Aurora Master Plan Manual, the required Public Use designation is 2% of any non-residential zoned acreage.
283.3 x 0.02 = 5.67 ac.

form j:

A. PLANNING AREA DESIGNATION (OR FEATURE IN AN AREA)	B. DESCRIPTION AND INVENTORY OF FACILITIES	C. TOTAL ACREAGE	D. PARKS DEPT. CREDITED ACREAGE	E. FINAL OWNERSHIP AND FACILITY FUNDING	F. TRIGGER FOR EACH PHASE
PA-1 Detention Area 1 & 2	Detention pond with combination of detention seed mix and native seed. Pedestrian loop trail connection to ROW with benches and pet waste stations as need. Final locations and quantities to be determined with the Conceptual Site Plan	8.51	0	Private	Any activity on PA-1 or PA-2
Total Detention AC		8.51			
Total Open Space AC		8.51			

Direct or Of Parks and Open Space _____

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY 308.6 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED NORTH AND SOUTH OF SMITH ROAD AND WEST OF POWHATON ROAD, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (HARVEST MILE INITIAL ZONING)

WHEREAS, the applicant has requested that approximately 308.6 acres of land, more or less, generally located north and south of Smith Road and west of Powhaton Road, County of Adams, State of Colorado, be zoned Business/Tech Zone District (I-1); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on September 14, 2022, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The two parcels, as more particularly described in "Exhibit A" and "Exhibit B," attached hereto and incorporated herein, are hereby zoned Business/Tech Zone District, and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the Office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money ^{RLA}

DANIEL L. MONEY, Senior Assistant City Attorney

Harvest Mile North

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "PARCEL 1" AS DESCRIBED IN CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ANNEXATION MAP

LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "PARCEL 1" AS DESCRIBED IN CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

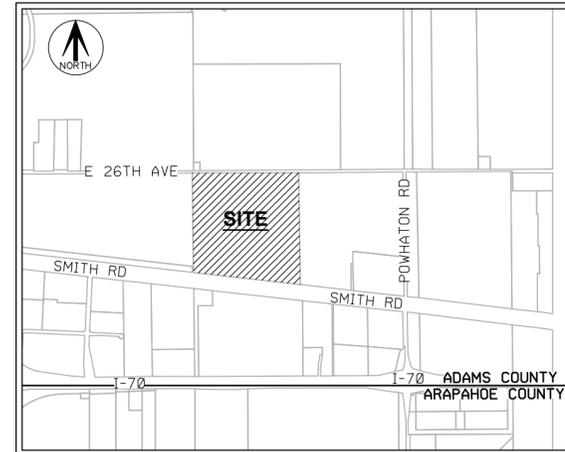
THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.



VICINITY MAP
SCALE: 1" = 3000'

CONTIGUITY INFORMATION

PARCEL

- 7,798.80 FEET - CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
- 10,617.03 FEET - TOTAL PARCEL PERIMETER
- 73.46% - PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

GENERAL NOTES

1. BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°42'25" EAST, A DISTANCE OF 2652.50 FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, AZTEC CONSULTANTS, INC., RELIED UPON COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-1038617-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF MARCH 11, 2021 AT 5.00 P.M.
3. DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
4. THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET.

SURVEYOR'S CERTIFICATE

I, BRADY J. MOORHEAD, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

BRADY J. MOORHEAD, PLS NO. 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR REVIEW

CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____

_____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____ A.D.

RECEPTION NO. _____

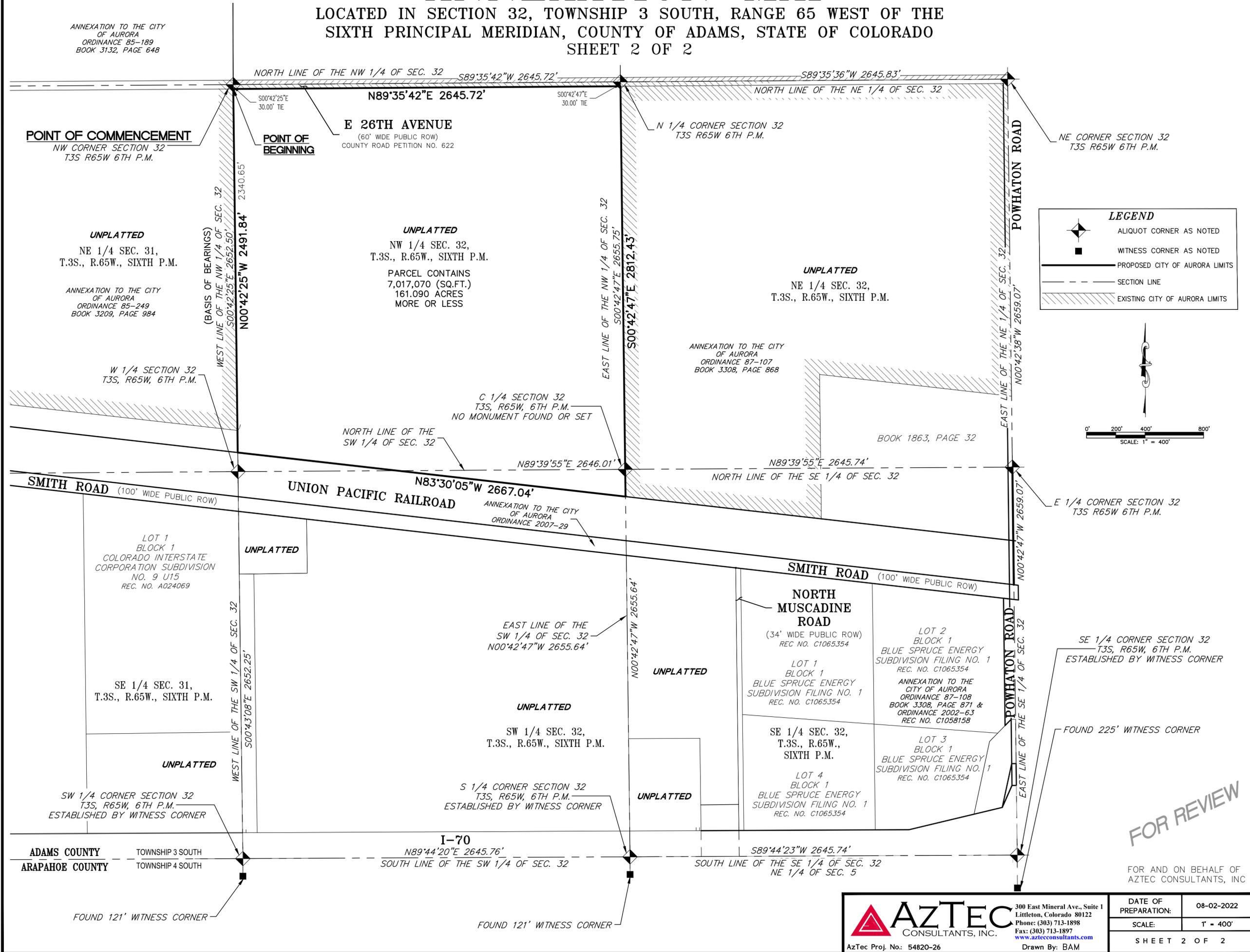
CLERK AND RECORDER _____ DEPUTY _____

	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DATE OF PREPARATION:	08-02-2022
	AzTec Proj. No.: 54820-26 Drawn By: BAM	SCALE:	N/A
		SHEET	1 OF 2

ANNEXATION MAP

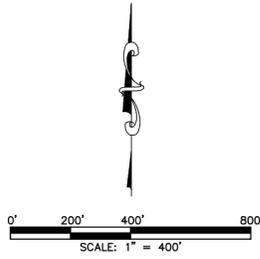
LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

ANNEXATION TO THE CITY OF AURORA
ORDINANCE 85-189
BOOK 3132, PAGE 648



LEGEND

- ALIQUOT CORNER AS NOTED
- WITNESS CORNER AS NOTED
- PROPOSED CITY OF AURORA LIMITS
- SECTION LINE
- EXISTING CITY OF AURORA LIMITS



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54820-26
Drawn By: BAM

DATE OF PREPARATION:	08-02-2022
SCALE:	1" = 400'
SHEET 2 OF 2	

Harvest Mile South
EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "PARCEL 1" AS DESCRIBED IN CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR

I:\2020\20028 - Harvest Road Project\Correspondence\In\2022-08-04_Aztec NEW Annexation Docs\South\2022-08-04 Harvest Road South Parcel Zoning LD.docx

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ANNEXATION MAP

LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "PARCEL 1" AS DESCRIBED IN CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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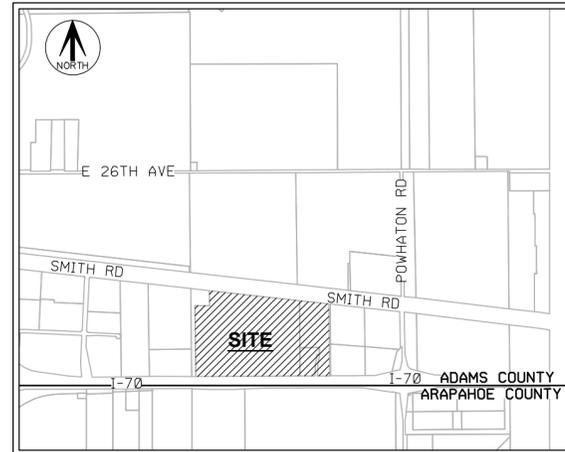
CONTIGUITY INFORMATION

PARCEL

4,750.67 FEET - CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS

10,552.25 FEET - TOTAL PARCEL PERIMETER

45.02% - PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)



VICINITY MAP
SCALE: 1" = 3000'

GENERAL NOTES

1. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°43'08" EAST, A DISTANCE OF 2652.25 FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, AZTEC CONSULTANTS, INC., RELIED UPON COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-1038617-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF MARCH 11, 2021 AT 5.00 P.M.
3. DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
4. THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET.

SURVEYOR'S CERTIFICATE

I, BRADY J. MOORHEAD, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

BRADY J. MOORHEAD, PLS NO. 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
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(303) 713-1898

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CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____

_____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____ A.D.

RECEPTION NO. _____

CLERK AND RECORDER _____

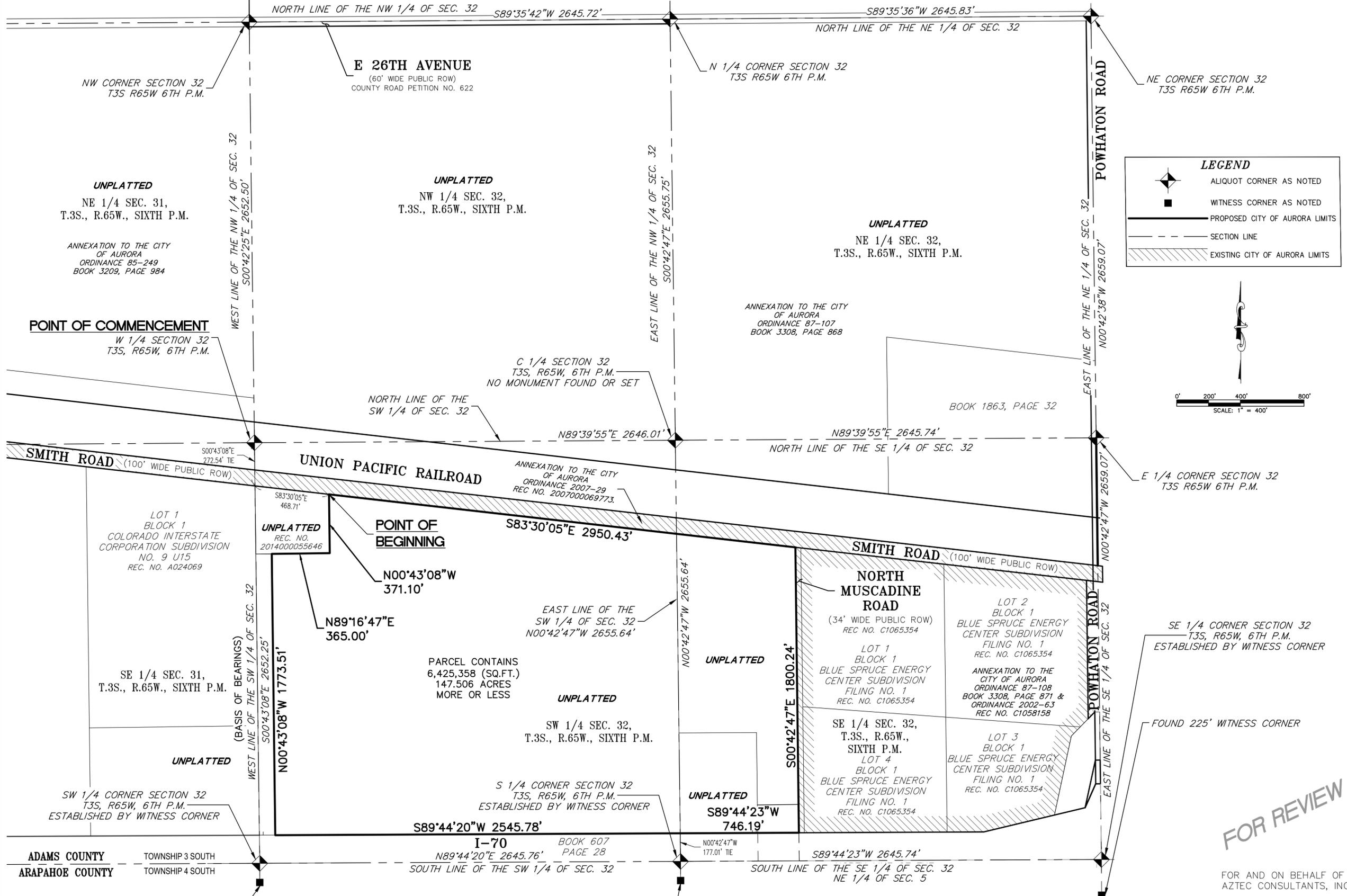
DEPUTY _____

	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DATE OF PREPARATION:	08-02-2022
	AzTec Proj. No.: 54820-26 Drawn By: BAM	SCALE:	N/A
		SHEET	1 OF 2

ANNEXATION MAP

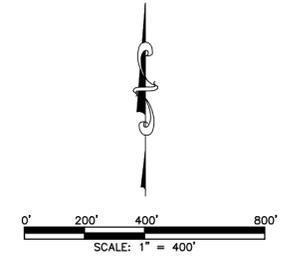
LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

ANNEXATION TO THE CITY
OF AURORA
ORDINANCE 85-189
BOOK 3132, PAGE 648



LEGEND

- ALIQUOT CORNER AS NOTED
- WITNESS CORNER AS NOTED
- PROPOSED CITY OF AURORA LIMITS
- SECTION LINE
- EXISTING CITY OF AURORA LIMITS



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

ADAMS COUNTY TOWNSHIP 3 SOUTH
ARAPAHOE COUNTY TOWNSHIP 4 SOUTH

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54820-26
Drawn By: BAM

DATE OF PREPARATION:	08-02-2022
SCALE:	1" = 400'
SHEET 2 OF 2	



CITY OF AURORA

Council Agenda Commentary

Item Title: Best Box Self Storage – 26th Ave. Initial Zoning
Item Initiator: Erik Gates
Staff Source/Legal Source: Erik Gates, Planner; Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: Beau Reinberg, BCN Management Partners / Michael Cleary, Strategic Site Design LLC
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: N/A

Regular Meeting: 10/24/2022

ITEM DETAILS:

A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY FIVE- ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED 400 FEET EAST OF THE NORTHEAST CORNER OF PICADILLY ROAD AND EAST 26TH AVENUE, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (26TH AVENUE INITIAL ZONING)

Erik Gates, Planner / Dan Money, Senior Assistant City Attorney

Outside speaker: Beau Reinberg, BCN Management Partners / Michael Cleary, Strategic Site Design LLC

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 9/28/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on August 28, 2022 and voted unanimously (7-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit F) and this details the discussion and Planning Commission action on this item.

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

The applicant, BCN Management Partners, is requesting approval of an initial zoning of a 5-acre parcel to Business/Tech (I-1). The parcel is currently under consideration for annexation into the City of Aurora, and the annexation is anticipated to be heard at the October 24th City Council hearing. The subject property is located within Subarea C, approximately 400 ft east of the northeast corner of Picadilly Rd and E 26th Ave.

The property is located within the Industry Hub Placetype within the Aurora Places Comprehensive Plan. The proposed I-1 zone district is a compatible zoning district with the designated placetype and permits compatible uses described within the comprehensive plan.

The property owner is considering development as a self-storage facility. However, no application has been made. Future development will require site plan approval and infrastructure improvements. Other zoning applications may be required depending on the request.

Five adjacent property owners and seven registered neighborhood organizations were notified of the application. No comments were received by Staff regarding the zoning map amendment application during Staff review. Therefore, no neighborhood meeting was held. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing Notice and signposting.

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the Zoning Map Amendment to the I-1 District?

LEGAL COMMENTS

INITIAL ZONING AND REZONE

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

(1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or

(2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (City Code Sec. 146-5.4.1.C) (Money)

PUBLIC FINANCIAL IMPACT

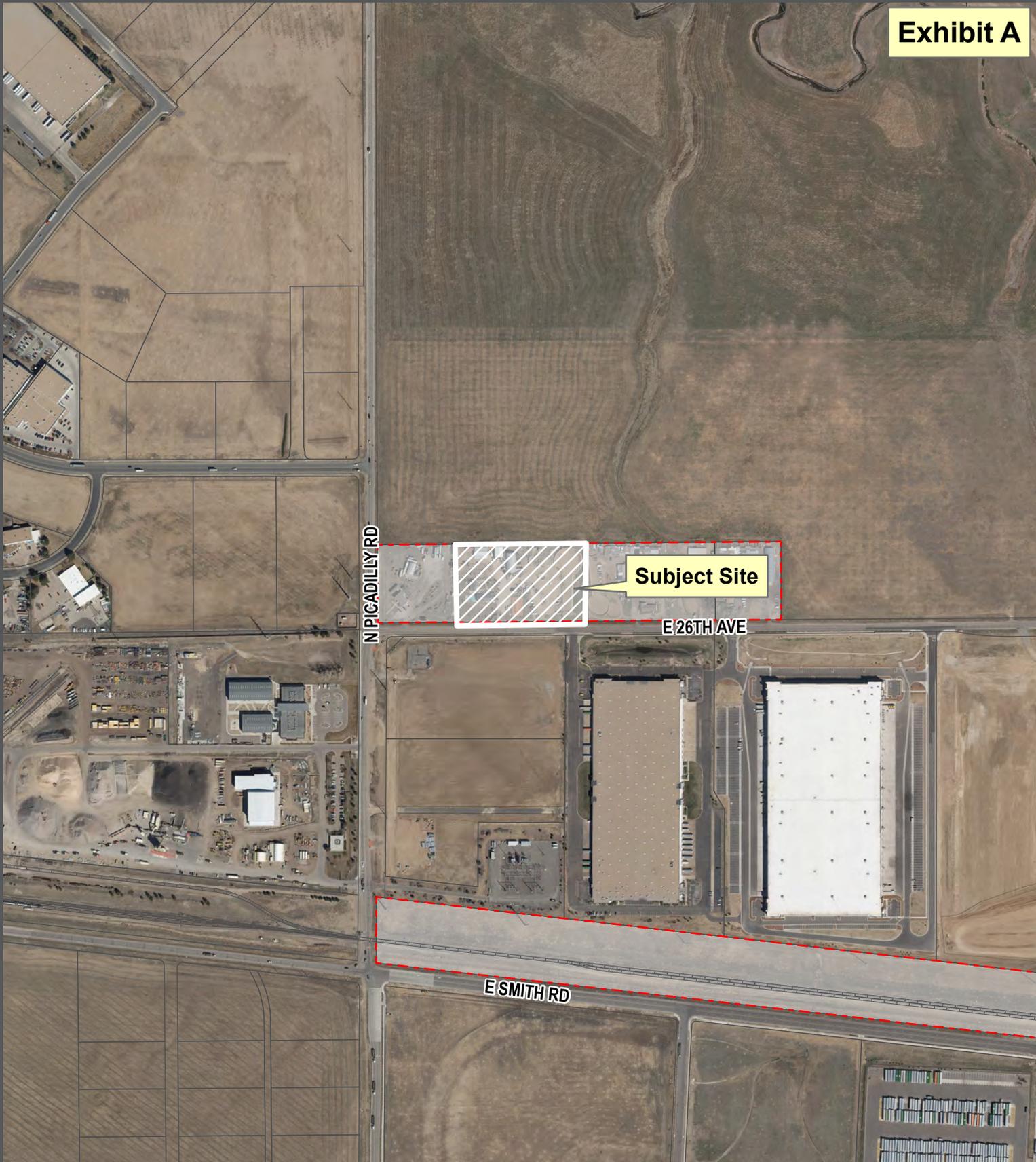
YES NO

If yes, explain: Type explanation here or enter N/A if no public financial impact.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Type explanation here or enter N/A if no private fiscal impact.



**Best Box Self Storage
Initial Zoning**



*Aurora is
Worth Discovering!*



City of Aurora, Colorado

**Planning &
Development Services**

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.733.7217
GIS@auroragov.org

Case Numbers: 2022-2004-00
Development Application: #2327-00

Re: Best Box Self Storage Aurora - Meeting held April 28, 2022

August 9, 2022

City of Aurora, Planning Department
15151 E. Alameda Pkwy.
Aurora, CO 80012
Attention: Erik Gates



Re: DA-2327-00 Best Box Self Storage
Initial Zoning – Zoning Map Amendment

Dear Erik,

On behalf of BCM Partners (Developer/Applicant), our team has prepared the following documents for initial zoning determination/zoning map amendment for the property located at 21861 E. 26th Avenue (Parcel # 018210000072).

1. Detailed Letter of Introduction
2. Property Owner Authorization
3. Response to Pre-Application Meeting Notes
4. Mineral Rights Affidavit
5. Metes and Bounds Legal Description with Associated Illustrative Exhibit
6. Conceptual Site Plan or Rendering

The property is currently located within unincorporated Adams County and a petition for annexation has been filed with the City and currently being processed. The developer is making this application seeking an initial zoning designation of I-1 (industrial). This zoning classification would be consistent with the adjacent properties and would support the proposed development. The developer has entered into a Purchase and Sale agreement with the current property owner and is seeking to develop a commercial self-storage facility on the subject property.

Should you require additional information or have questions as you begin processing this application, please don't hesitate to contact me directly at (720) 633-0219 or via email at mcleary@ssdeng.com.

Sincerely,
Strategic Site Designs, LLC

A handwritten signature in blue ink, appearing to read "MDC", is placed over the company name.

Michael D. Cleary, P.E
Senior Project Engineer

Enclosures: Refer to List in Body of Letter

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Below is a full list of the comments provided with a corresponding response.

“Attached to this letter are the formal Staff Comments from your Pre-Application Meeting with the Development Review Team. I have taken the opportunity to highlight a few key issues below that may require further consideration prior to a formal submittal of your Development Application. These, as well as those on the attached pages, will need to be addressed either before or during the development review process.”

Key Issues:

- **Annexation:** The proposed development site is currently in unincorporated Adams County and will require Annexation and Initial Zoning prior to submittal of a development application. There is opportunity for these processes to run concurrently. The site plan package and subdivision plat may be submitted for initial review after the public hearings at Planning and Zoning Commission and City Council. **Response:** Noted. [Petition for annexation is scheduled for initial hearing.](#)
- **Neighborhood Protection Standards:** This site is situated adjacent to existing Adams County residential properties. As such, City of Aurora Neighborhood Protection Standards will apply to minimize impacts on those adjacent properties. See comments from the Planning Department for further information. **Response:** Noted
- **Connectivity:** There are comments from the Planning Department on page seven speaking to the requirements for site access to facilitate connectivity for future development of the area. A shared access configuration shall be pursued, and public access easements dedicated. Easements should be dedicated via the Subdivision Plat. **Response:** [The concept plan has been updated to indicate an easement. This easement will be further developed during the development application stage.](#)
- **Tree Preservation:** There are trees on this site which will require mitigation if damaged or removed during construction. The city's Forestry Division will require the applicant to hire a consulting arborist to conduct the tree inventory and appraisal. Please see further in detail in comments from the Forestry Division, including a list of arborists recommended by the city. **Response:** Noted
- **Water Service:** Domestic water service cannot be provided from large diameter mains such as the one in 26th Avenue. Domestic water service can be tapped from the internal water loop that is required for the hydrant connections. **Response:** [An internal water line loop will be developed during the development application stage.](#)
- **Site Access:** Please review comments from Traffic Engineering beginning on page 15 regarding the location of the proposed site access as well as required access spacing per City of Aurora standards. **Response:** Noted. [See response to that comment below.](#)
- **Public Improvements:** Public improvements required for this project include the north half of 26th Avenue including streetlights, pavement, curb and gutter, a detached 5.5' sidewalk, and curbside landscaping. Further coordination may be required to determine the final section of this portion of 26ⁿ Avenue. If a local type 3 section is used, an additional 4' of right-of-way is required to be dedicated to meet the required 68' of right of way. Right of way may be dedicated via the Subdivision Plat. **Response:** Noted. [This will be further developed as that determination is made.](#)
- **Storm Drainage:** A preliminary drainage report shall be submitted with the site plan. On-site detention and water quality/EURV is required. **Response:** Noted
- **Fire Department Access:** Emergency Access and Fire Lane Easements must be shown on the site plan providing vehicular access to within 150 feet of all exterior portions of the first floor of each structure within the site. Structures that are fire sprinkled are typically allowed to be within 200 feet of all exterior portions of the first floor of each structure. **Response:** Noted. [Easements will be determined and dedicated as the project develops.](#)
- **Hydrant Coverage:** The number and spacing of fire hydrants are determined using the 2015/2021 IFC, Appendix B & C. As indicated in the previously stated code sections, fire hydrant coverage requirements include both internal site areas and abutting public street systems. **Response:** Noted

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Staff Comments – PRE-APPLICATION MEETING STEP I – PLANNING PHASE

Planning and Development Services Department

The Planning comments are numbered. When submitting an application, please include a letter of introduction responding to each of the numbered comments, including key issues from other departments.

Standards and Issues:

1. Zoning and Place type

IA. Zoning

The purpose of the I-I Business/Tech district is to provide employment centers with offices, office showrooms, light manufacturing, research and development operations, and a limited range of associated retail services, at a low- to medium scale with high building design quality in an integrated or campus-like setting. Specific uses in the I-I district are as shown in Table 3.2-1 (Permitted Use Table). **Response: Noted**

I B. Place type: Industrial Hub

The Industry Hub includes areas typically dedicated to manufacturing, warehousing, distribution, fulfillment freight operations and renewable energy enterprises. This placetype plays an important role in the city's employment base and economy but can sometimes create outdoor activity and should be appropriately buffered from residential and commercial areas. It can generate high volumes of traffic from both its employees and associated truck traffic. Adjoining roadways should accommodate traffic without negatively impacting quieter placetypes or traffic on local streets serving residential areas. **Response: Noted**

2. Land Use

2A. Historic Land Use

The existing land use is a residential development in the currently unincorporated Adams County. **Response: Noted**

2B. Proposed Land Use

The proposed use of a self-storage facility is permitted within the proposed I-I zoning which is in turn supported by the underlying Industrial Hub placetype. However, as this facility will be adjacent to residential lots within unincorporated Adams County it will be subject to some use specific standards adjacent to these lots, as discussed further below. Additionally, public access may only be allowed for this use between 6am and 10pm. **Response: Noted**

3. Development Standards

3A. Dimensional Standards

This property will have a 20 ft setback from E 26th Avenue, 10 ft setbacks on the sides, and a 5 ft rear setback. The maximum height should not exceed that of the neighboring residential developments. **Response: Noted. The concept plan has been revised to accommodate these setbacks.**

3B. Neighborhood Protection Standards

Due to the presence of residential development adjacent to this lot, a number of neighborhood protection measures are required by Section 146-4.4 of the UDO. Exterior lighting must be full cutoff with the lighting element shielded from residential development. Any light poles that might

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be placed on site are limited to 15 ft in height when within 100 ft of one of these residential lots. There is also a use specific standard for self-storage facilities that requires any loading docks not be oriented to face residential lots. **Response:** Noted. Lighting will be limited to building mounted and meet all applicable criteria, with details developed during the development application.

3C. Common Space and Amenities

An outdoor plaza or courtyard space will be required outside the main entrance to this building, as described in Section 14648.4B. 1. This space should be furnished and sized at approximately 200-300 square feet. Typically, this courtyard space will have a minimum dimension of 10 feet and will include site furniture, shade features, and bordered by planters or a low fence. **Response:** Noted

3D. Access and Connectivity

In order to reduce traffic impacts to E 26th Avenue as this area continues to develop, we will require the entrance to this site be located adjacent to either one of the neighboring properties. This entrance needs to be designed such that this can be a shared entrance to both this lot and the adjacent lot. In addition, on both sides of the property adjacent to the currently unincorporated lots there shall be an access easement proposed so that future internal connectivity between these lots can be preserved. Finally, public improvements will include a detached sidewalk along E 26th Avenue. See comments from Public Works Engineering regarding additional public improvements required. **Response:** Noted. Access has been updated on the concept plan and will be further developed during the development application process.

3E. Parking, Loading and Stacking

Off-street parking is required by Section 146-4.6. Based on the information provided, 1 space per 50 storage units is required. Accessible parking space(s) will also be required at a rate determined by Table 4.6-2. Parking alternatives listed in Section 146-4.6.4 may reduce parking requirements. In addition to vehicle parking, the development is required to provide bicycle parking spaces at a rate of 5% of the required vehicle parking spaces. Bicycle spaces must comply with Section 1464.6.3.F.2 including providing a design that includes 2 points of contact with each bicycle. Each inverted "U" rack counts as two bicycle parking spaces. Place any bicycle parking in a convenient, paved, and well-lit location. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

Section 14646.5 details requirements for the design and placement of parking areas. Generally, parking areas should be located and designed to provide for adequate vehicle circulation, safe pedestrian connections, screening from adjacent sites and streets, and to avoid abutting significant stretches of adjacent streets. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

3F. Landscape, Water Conservation, Stormwater Management

General Landscape Plan Comments

Prepare your landscape plans in accordance with the Landscape Reference Manual as well as the Unified Development Ordinance (UDO). The landscape comments provided herein are based upon the above documents. Landscape requirements within the UDO should follow Section 146-4.7 Landscape, Water Conservation, Stormwater Management. The Landscape Reference Manual is available on line. Please ensure that the landscape architect or designer has a copy of these documents as well as our project specific comments. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

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— Landscape plan Preparation

Please label all landscape sheets "Not for Construction". Landscape construction drawings are not required and therefore do not necessitate the signature, stamp and seal of a licensed landscape architect upon final approval by the City of Aurora. Landscape plans submitted with a site plan or redevelopment plan are used by the City to determine compliance with the landscape standards and for code enforcement purposes. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

Landscape plans submitted during the Development Application submittal process must be prepared on 24" x 36" sheets and have plant symbols, plant labels with quantities, and a plant schedule upon first submission or a complete review will not be possible and may result in additional submittals and ultimately delays in approval of the plan set.

Response: Noted. This will be incorporated as the project develops and development application is submitted.

— Sight Triangles

Include sight distance triangles per the Roadway Design and Construction Specifications document. All landscaping within the designated triangles shall not exceed 26" in height as measured from the roadway surface. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

Section 146-4.7 Landscape, Water Conservation, Stormwater Management

The following bullet points are not necessarily an all-inclusive list of the landscape requirements found within this Section 146-4.7. The applicant is responsible for reviewing this section of the UDO and determining all applicable landscape conditions.

– Section 146-4.7.5 Required Landscaping (C) Curbside Landscaping 2a.

Street trees are required at a ratio of one street tree per 40 linear feet along E. 26th Avenue. Street trees shall be provided in the curbside landscape when a detached walk is provided or 4'-5' from behind the back of walk when an attached walk is provided. Street trees shall be located 50' from the face of a stop sign to maintain regulatory sign visibility. Refer to Figure 4.7-2. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

The UDO requires plantings within the curbside landscape to vary depending upon the width required by the street cross section. Refer to the UDO for specific curbside planting requirements. Only curbside landscapes that are 10' in width or greater, may be sod if desired unless an existing sod condition currently exists and is not being modified. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

— Section 146-4.7.5 D. Street Frontage Landscape Buffers

Provide a minimum 10' wide street frontage buffer as measured from the back of walk along E. 26^m Avenue. If no walk is provided, then from the property line. Landscaping shall consist of one tree and ten shrubs per each forty linear feet of buffer length. A reduction in buffer width to six feet may be permitted for industrial developments depending upon the buffer reduction feature chosen in accordance with Table 4.7-2 Required Landscaping Buffer Widths and Allowed Reductions. Landscaping shall be installed along the exterior sides of proposed fencing or walls. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

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Shrubs and ornamental grasses may not be substituted for trees in the buffer unless the applicant demonstrates to staff that the site is encumbered. Encumbrances shall include overhead and underground utilities, floodplain, easements or similar. When overlapping landscape standards occur such as when building perimeter, detention/water quality and/or parking lot landscape requirements fall within the landscape buffer, they may be counted towards meeting the buffer requirements, however, the most restrictive requirements shall be met. Staff will determine whether an overlap exists once a site plan is submitted. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

No portions of buildings, including porches or patios, drive lanes, sidewalks, detention ponds, parking stalls, dumpsters or dumpster enclosures shall be permitted within the buffer.

— Section 14647.5.E_2.b_ Non-Street Perimeter Buffers

Non-street perimeter buffers are required along the north, west and eastern property boundaries. The non-street buffers along the west and east shall be 25' wide. The non-street buffer along the north shall be 20'. Both buffers may be reduced to 12' depending upon the buffer reduction feature chosen as specified in Table 4.7-2 Required Landscaping Buffer Widths and Allowed Reductions. Plant material shall be provided at a ratio of one tree and five shrubs per 25 linear feet with 50% of the tree species being evergreen along the west and east property boundaries. While one tree and five shrubs per 40' with 30% of the tree species being evergreen shall be provided along the north. Where this use abuts residential properties, tree sizes at time of installation shall be increased from 2" caliper for deciduous trees to 2.5" and from 6' evergreen trees to 8' evergreen trees.

Plant material shall be chosen based upon its ability to provide appropriate screening and shall be selected to reach a mature height of no less than five feet. Perennials shall only be used as accents and may not count toward the buffer requirement. Shrubs and ornamental grasses may not be substituted for the tree requirement unless the site is encumbered. Refer to the UDO for what is considered an encumbrance. While Junipers are commonly used for buffer screening, alternative plant material shall be integrated that are better suited to winter snow loads and provide year-round visual interest. Refer to the UDO for an alternative plant list.

Response: Noted. This will be incorporated as the project develops and development application is submitted.

- Section 146-4.7.5 J. Building Perimeter Landscaping

Building perimeter landscaping is required when building elevations face public rights-of-way, residential neighborhoods, public open space, or whenever an entrance (patron) door is present. Landscape each elevation with one tree equivalent per each 40 linear feet of elevation length. Building perimeter landscaping provided within 20' of the building face may count towards the building perimeter landscaping requirements including landscaping provided within parking lot islands. Depending upon the length of the building, landscaping may need to be pro-rated if less than 40 linear feet. Landscaping shall be broken down by building face and not as an entire entity.

Response: Noted. This will be incorporated as the project develops and development application is submitted.

— Section 146-4.7.5 K. Parking Lot Landscaping

Both interior and exterior parking lot landscaping is required for all proposed parking lots. No parking row shall exceed 15 spaces without an intervening landscaped island, median or landscaped peninsula. Each parking lot island shall be landscaped with one tree and six five-gallon shrubs per 9' X 19' island and two trees and 12 shrubs per 9' X 38' island. Ornamental trees may be

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used as accents at the ends of parking rows but shall not be used as the primary shade tree within the parking lot. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

The perimeter of all parking lots shall be screened from public rights-of-way, public open space and adjacent property with one or a combination of methods shown in this section. If required, street and non-street frontage landscape buffers may be combined with the parking lot screening requirements to satisfy both if the two requirements should overlap. City staff will determine whether the overlap exists once a formal site plan submittal is made. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

— Section 146-4.7.8. B. 2.b. Service, Loading, Storage and Trash Area Screening

All trash dumpsters and recycling bins must be enclosed and setback at least 12 feet from adjacent properties when adjacent to residential or commercial uses. Dumpsters shall have a wall or opaque fence at least six feet in height on three sides and accompanied by landscaping on the exterior side to soften the appearance of the wall and/or fence. Evergreen plantings are required along the exterior. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

— Section 146-4.7.5 L. Site Entryways and Intersections

Provide a distinctive landscape feature at each site entrance. Distinctive landscape features should consist of specimen quality plant material that will provide visual interest during all seasons. This is often provided around any proposed signage and/or monumentation. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

— Section 146-4.7.3 M. Detention and Water Quality Ponds

The city encourages applicants to utilize Low Impact Development (LID) techniques as permanent best management practices (BMPs). Some examples of LID techniques are depicted in the images below and include permeable pavements, vegetative swales and rain gardens.



Applicants may propose their own BMPs or work with the City of Aurora's Water and/or Public Work' s Departments.

All detention pond facilities shall be approved by the Aurora Public Works Department. The area within the tract surrounding the pond shall contain a minimum of one tree and 10 shrubs or the approved tree and shrub equivalents per 4000 square feet above the 100-year water surface elevation. When overlapping landscape standards occur such as when buffers, detention/water quality and parking lot landscape requirements fall within the buffer, they may be counted towards meeting the buffer requirements, however the most restrictive requirements shall be met.

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Response: Noted. This will be incorporated as the project develops and development application is submitted.

- Section 146-4.8.3. C. Irrigation

All developments shall install an automatic irrigation system for landscape areas. To assess irrigation tap fees, the Water Department will require the applicant divide their landscape into water conserving, non-water conserving and non-irrigated areas as part of the landscape submittal. A table summarizing the quantities along with a plan that clearly delineates these areas should be provided. Contact Timothy York at (303) 739-8819 or tyork@auroragov.org regarding irrigation plan requirements and application fees. An irrigation permit is required prior to the installation of an irrigation system.

3G. Building Design

Section 146—4.8 of the UDO contains specific standards for the design of buildings. These standards include requirements for building orientation and spacing, breaking up the massing of building facades with articulation elements, four-sided building design, and permitted materials, among other things.

Code requires that you incorporate material changes and architectural features such as glazing, textured surfaces, projections, color, overhangs, and changes in parapet height to improve the facade and create an inviting and attractive street presence. Buildings must be designed to create a clear base, middle, and cap, with specific instructions and tips for how this can be achieved in Section 146-4.8.5.C. Ground floor designs should support a pedestrian-friendly environment, provide visual interest, and help to create an atmosphere that promotes foot traffic. Code also requires that you use changes in the wall planes, both horizontally and vertically, at specific intervals and provide a variety of durable materials to create visually interesting buildings. Architectural details shall be continued on all four sides of the buildings to prevent the back of house appearance. See the table below for applicable building design standards and ensure that the building elevations meet all applicable requirements.

Table 4.8-1
Building Design Standards Applicability by Building Type
 Adjustments for Affordable Housing Structures appear in Sections 146-4.8.5 and 146-4.8.6

Standard	Single-family detached or two-family dwellings	Single-family attached	Multifamily buildings	Single-story non-residential buildings	Multi-story mixed-use or non-residential buildings	Large-scale retail large format-over 75,000 sq. ft. gfa.
General building design standards						
Design variety	✓					
Distribution of masonry and architectural features	✓					
Windows	✓					
Building orientation and spacing			✓		✓	✓
Massing and articulation						
Horizontal articulation		✓	✓	✓	✓	
Vertical articulation	✓		✓	✓	✓	✓ [1]
Maximum building length			✓	✓	✓	
Building materials						
Primary building materials	✓		✓	✓	✓	✓
Masonry standards	✓		✓	✓	✓	✓
Four-sided building design						
Facade character elements			✓	✓	✓	✓
Entry design			✓	✓	✓	✓
Roof design						
Roof materials	✓		✓	✓	✓	✓
Roof form			✓	✓	✓	✓
Screening of mechanical equipment						
Rooftop equipment	✓		✓	✓	✓	✓
Ground-mounted equipment	✓		✓	✓	✓	✓
Garbage storage areas	✓		✓	✓	✓	✓

Notes:
 [1] Only applies when more than two stories or over 30 feet tall.

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Response: Noted. This will be incorporated as the project develops and development application is submitted.

3H. *Exterior Lighting*

Standards for exterior lighting are found in Section 146-4.9. Show typical details of lighting on the plan and on building elevations. Any lighting facing the adjacent residential County lots must be full-cutoff and shielded from view. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

31. *Signs*

Section 146-4.10 governs signage standards. Please review this section for complete details. Show the location of any monument signs on the plans and indicate the location of wall-mounted signs on the building elevations. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

4. **Adjustments**

Section 146-5.4.4 details the definitions, applicability, procedures, and criteria of approval for all adjustments to development standards. If any adjustments are requested, they must clearly be listed and justified in the Letter of Introduction. They must also be listed on the cover sheet of the Site Plan and any other sheets on which they are applicable. Approvals of adjustment requests are not guaranteed. Adjustment requests should identify the reason for the adjustment, efforts to minimize the adjustment, and design elements proposed to mitigate the standards proposed for reduction. Typically, mitigation techniques should go above and beyond requirements from other code sections. If an adjustment does not meet the limits for administrative approval under Section 146-5.4.4.F, then the adjustment will require approval from the Planning and Zoning Commission. **Response:** Noted. This will be incorporated as the project develops and development application is submitted.

5. **Submittal Reminders**

5A. *CAD Data Submittal Standards*

The city has developed CAD Data Submittal Standards for internal and external use to streamline the process of importing AutoCAD information into the City's Enterprise GIS. A digital submission meeting the CAD Data Submittal Standards is required before final mylars can be routed for signatures or recorded for all applications. Please review these standards and ensure that files are in the correct format to avoid future delays. **Response:** Noted. This will be considered during site development application submittals.

5B. *PDF Requirements*

The application will be uploaded through the city's development review website as separate PDFs. Please ensure that all AutoCAD SHX text items are removed from the 'Comment' section during the PDF creation process and that the sheets are flattened to reduce ability to select items. PDFs will be rejected during pre-acceptance reviews if they do not comply with this requirement, which could result in delays. **Response:** Noted. This will be considered during site development application submittals.

5C. *Mineral Rights Notification*

Please fill out the Mineral Rights Affidavit and supply this document to your Case Manager with the application submittal. **Response:** Noted. This will be included with the zoning application.

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Pre-Submittal Meeting:

Contact the assigned Case Manager to schedule a pre-submittal meeting at least one week prior to submitting an application. At the pre-submittal meeting, staff will review the submittal requirements, discuss the review timeline, provide a fee estimate, and review the process for uploading files and inputting adjacent property owners.

Response: Noted. Pre submittal meeting for development application was conducted on August 8th

Please note that a separate pre-submittal meeting is required with Real Property for the Subdivision Plat prior to application submittal. Please contact Real Property directly to schedule this meeting.

Response: Noted. These will be scheduled prior to subsequent applications.

Community Participation:

Please work proactively with registered neighborhood organizations and adjacent property owners. Registered neighborhood organizations within a one-mile radius and adjacent property owners will formally be notified of the application when a submittal has been made to the Planning and Development Services Department.

Community Engagement Coordinator:

- Scott Campbell is the Community Engagement Coordinator for the project. He has put together a report attached to these notes listing the registered neighborhood organizations within one-mile of your proposed project and can assist in scheduling and facilitating meetings with community members. Please work with the organizations that express interest in your project to address comments and mitigate concerns. **Response:** Noted. SSD is committed to addressing any concerns raised by any applicable organization.
- All meetings with registered neighborhood organizations should also include the Planning and Development Services Department Case Manager so that questions concerning the UDO and procedures can be properly addressed. The Case Manager will record any project-related commitments that are made to the community at these meetings. **Response:** Noted. Should the need for such meetings arise, SSD will coordinate schedules with the case manager.
- Additional information about the Community Engagement Program can be found on the Housing and Community Services page of the city website.

Oil and Gas Development

We have reviewed the area of your development. There are no known plugged and abandoned (P&A) wells within your site and no existing or planned oil and gas surface facilities on your site at this time.

There may be existing underground pipelines in rights-of-way. If you have questions or concerns about this, the Oil & Gas Division can assist with providing additional information.

In the future, a horizontal well may be drilled underneath your site. If so, the depth would be greater than 7,000 feet below the surface. At that depth, we do not expect any effects to be felt at the surface. The City of Aurora has no authority or control over subsurface well equipment or operations. Contact the Colorado Oil & Gas Conservation Commission (COGCC) for more information. **Response:** Noted.

Should you have any questions about oil and gas development, please reach out to Jeffrey Moore, Manager of the Oil & Gas Division.

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Parks, Recreation & Open Space Department (PROS)

Forestry Division

There will be trees impacted on this property. There are trees around the existing house and others appear to be scattered throughout the property. Tree mitigation will be required for any trees that are removed for this project. The applicant is required to hire a Consulting Arborist to conduct the tree inventory and appraisal. A list of arborists has been provided below. **Response:** Noted. This will be address as the project develops and during the Site Plan process.

Civil and SWMP plans will not be approved by Aurora Forestry until tree mitigation has been approved through the Site Plan Process. **Response:** Noted.

Tree Mitigation Requirements:

Trees on site that are 4" or greater in caliper that will be impacted by development require tree preservation or mitigation. The intention of the Tree Preservation Policy is to preserve trees that are in good condition and of high value during the process of development. Mitigation for trees removed from the property can be accomplished by trees being planted back onto the site through the landscape plan, payment made into the Tree Planting Fund, or a combination of the two. If trees are planted on the site, the mitigation requirement is an inch-for-inch replacement. This is in addition to the regular landscape requirements. For example, if a 10" tree is removed, 10 caliper inches must be replaced back onto the site. The use of tree equivalents is not acceptable for tree mitigation. **Response:** Noted. This will be address as the project develops and during the Site Plan process.

Forestry 's Role in Site Plan Review:

When the site plan is submitted, please show and label all existing trees on a separate sheet called Tree Mitigation Plan and indicate which existing trees will be preserved or removed. Please include grading on this sheet as well. Since you will be hiring a Consulting Arborist, please provide the inventory and appraisal with the first submittal. Below is the list of Consulting Arborists for your review. Forestry would require a meeting with the arborist selected to make sure that we agree on the appraisal.

Name	Consultant Name	Address	Phone
David Meniman	Arbor Scape	5044 S. Youngfield Court, Morrison CO 80465	303-795-2381
Keith Worl	Foretree Development LLC	7377 Osage Rd, Larkspur, CO 80118	303-681-2492
Robert Brudenell	The Natural way,	1952 W. Dartmouth Ave, Denver CO 80110	303/347-0988
Scott Grimes	Colorado Tree Consultants	coloradotreeconsultants	303-720-8170
Stefan Rin enb	Boulder Tree and Landscape Consulting	7289 Petursdale Court, Boulder, CO 80301	303-530-0640

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Steve Geist	SavATree	8585 E Warren Ave, Denver, CO 80231	303-306-3144
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Once the tree assessment is complete, a spreadsheet will be provided by the Consulting Arborist showing the dollar value of the trees that will be removed as well as the number of inches required for replacement back onto the site — make sure the Consulting Arborist contacts Forestry to make sure they provide the correct number of inches. In most cases, the mitigation inches can be replaced on the site through upgrades to the landscape plan. If there is not room to replace the number of inches that will be lost, payment can be made into the Community Tree Planting Fund based on the dollar value associated with tree loss. **Response: Noted.** This will be addressed as the project develops and during the Site Plan process.

Any trees that are preserved on the site during construction activities shall follow the standard details for Tree Protection per the current Parks, Recreation & Open Space Dedication and Development Criteria manual. The Tree Protection notes shall be included on the plan. The link for the manual can be found [here](#). **Response: Noted.** This will be addressed as the project develops and during the Site Plan process.

Ash Trees Prohibited:

Due to the invasive Emerald Ash Borer that has been infesting trees along the Front Range, all species of Ash are prohibited from planting within the City of Aurora — please be sure that your Landscape Architect is aware of this requirement. **Response: Noted.**

Aurora Water

Aurora Water will receive a referral of the Site Plan and Subdivision Plat for review and comment. Please respond to all Water Department comments with your initial submittal.

Response: Noted. Aurora water comments will be addressed as the project develops and during the Site Plan process.

Key Issues:

- Water meter is to be in a landscaped area outside of any gated or fenced facilities.
- A water loop is needed to provide a looped connection for any hydrants on site. This water loop requires two distinct points of connection.
- Domestic water service cannot be provided from large diameter mains such as the one in 26th Avenue. Domestic water service can be tapped from the internal water loop that is required for the hydrant connections.
- Access is needed to the bottom of the detention pond and top of the outlet structure.
- Please note, Aurora Water is processing a non-functional turf ordinance which will limit the amount of cool-weather turf allowed in all developments. Please find the ordinance [here](#) under Item 5. Please plan to incorporate these requirements in your future submittals.
- Connection fees cannot be paid before building permit and must be paid prior to the end of the year to avoid fee increases.
- A domestic allocation agreement will be required for connections 2" and larger.

Utility Services Available:

- Water may be provided from: 26th Avenue
- Sanitary sewer service may be provided from: 26th Avenue
- Project is located on the following Map Page: 02S

Utility Service Requirements:

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- A Site plan is required for this project and must show existing and proposed utilities including:
- Public/Private Mains
- Service Lines
- Water Meters
- Fire Suppression Lines
- Fire Hydrants necessary to service your development
- All utility connections in the arterial roadway are required to be bores.

General utility design criteria can be found in Section 5 of the Standards and Specifications Regarding Water, Sanitary Sewer and Storm Drainage Infrastructure (Utility Manual).

Utility Development Fees

- A partial Storm Drainage Development fee is required prior to the recording of the Subdivision plat or at the time of building permit approval if a Plat is not required. Additional Storm Drainage fees may be charged and are based on the amount of impervious surface created by this project.
- The Water Transmission Development Fee and the Sanitary Sewer Interceptor Fee have been combined into the water connection fee and are required to be paid after issuance of building permit and prior to issuance of the Certificate of Occupancy.
- For a full listing of Utility Fees, please see the Aurora Water Fee Schedules.
- Commercial users with meters one and one-half inches and smaller with landscaped areas not served by a separate irrigation system shall be charged an outdoor fee based upon the total landscaped area.

Public Works Department

Tragic Engineering will receive a referral of the Site plan, Subdivision plat, and Civils for review and comment. **Response:** Noted. Public works comments will be addressed as the project develops and during the Site Plan process.

Key Issues:

- A Detailed Traffic Impact Study (TIS) will be required for this development. See below for additional information.
- Site access spacing along 26th Avenue (arterial) shall be a minimum 300' CL-CL, including from intersections.
- The proposed eastern access on 26th Avenue shall align with the existing access on 26th Avenue located to the east.
- Site access throat depth shall be a minimum 150' CL-CL to internal intersections.
- Truck turning templates are required at the site access(s) and internal to the site.
- Gates are required to be setback from the public road flowline a minimum of 35-feet, longest expected vehicle or at least the 95th percentile queue. If the gating system swings, it shall swing into the site.
- Show all adjacent and opposing access points on the Site plan.
- Label the access movements on the Site Plan.
- Objects and structures shall not impede vision within the sight triangles. Show sight triangles on the site plan and landscaping plan at all access points in accordance with City of Aurora Standard Traffic Detail TE- 13. In addition, street trees shall be set back from Stop signs and other Regulatory signs as detailed in City of Aurora Standard Traffic Detail TE-13.3.

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Add the following note landscape plans: 'All proposed landscaping within the sight triangle shall be in compliance with COA Roadway Specifications. Section 4.04.2.1(Y

Show existing stop signs and street name signs or the installation of new stop signs and street name signs by developer at the site access points onto public streets. Add the following not to the Site Plan:

- The developer is responsible for signing and striping all public streets. The developer is required to place traffic control, street name, and guide signs on all public streets and private streets approaching an intersection with a public street. Signs shall be furnished and installed per the most current editions of The Manual on Uniform Traffic Control Devices (MUTCD) and City Standards and shown on the signing and striping plan for the development.

ROW/Plat:

Designate a Public Access Easement along private drives. **Response:** Noted. Aurora water comments will be addressed as the project develops and during the Site Plan and/or plat revision process.

Traffic Impact Study:

A Traffic Impact Study will be required for this site which will include addressing the following specific items: **Response:** Noted. Traffic related comments will be addressed as the project develops and during the Site Plan process.

- 1) Existing, buildout and 2040 average daily traffic counts.
- 2) Trip Generation from the site.
- 3) Site Circulation Plan
- 4) Include detailed analysis of:
 - a) All site access points
 - b) Intersection of 26th Avenue at Picadilly Road
 - c) Vehicle queuing at the site access points and intersections identified above
- 5) Analysis of pedestrian connectivity.

The Traffic Study shall be prepared in accordance with the City of Aurora Traffic Impact Study Guidelines.
Submitting the Traffic Study:

- The Traffic Study shall be sent directly to Steve Gomez at segomez@auroragov.org as soon as possible.
- The Traffic Study shall also be uploaded with the rest of the submittal.
- Previously approved Traffic Impact Studies/Letters are available through this link.
- Based on our review of the Traffic Impact Study, additional improvements may be required.

Engineering Division

The Engineering Division reviews the drainage and public improvement components of your project plans. Engineering reviews referrals Of the Sire plan and Subdivision plat from the Planning Department. **Response:** Noted. Engineer/Drainage comments will be addressed as the project develops and during the Site Plan process.

Key Issues:

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- Public improvements required for this project include the north half of 26th Avenue including streetlights, pavement, curb and gutter, a detached 5.5' sidewalk, and curbside landscaping. Further coordination may be required to determine the final section of this portion of 26th Avenue. If a local type 3 section is used, an additional 4' of right-of-way is required to be dedicated to meet the required 68' of right of way.
- A preliminary drainage report shall be submitted with the site plan. On-site detention and water quality/EURV is required.
- This application will be referred to Mile High Flood District (MHFD) for review and comment. It is advised that coordination with MHFD is started as soon as possible.
- Previously approved plans and reports can be found on the City's website. Instructions can be found here: [Getting to Engineering Documents Online](#). Older documents can be provided upon request.

Improvements:

Sections and details referenced in the Improvements section refer to the City's [Roadway Design and Construction Specifications \(Roadway Manual\)](#). **Response:** Noted. [Engineer/Drainage comments will be addressed as the project develops and during the Site Plan process.](#)

- Typical roadway sections are specified in the City Code and summarized in Section 4.08 with details shown in the Standard Detail S I.
- Mountable curb and gutter shall be used on all Type I and 2 streets. All other streets, including those within the Urban Centers and TODs shall use 6" vertical curb and gutter.
- Curb ramps must be shown (located) on the plans at all curb returns and any other location of public necessity. Detailed grading of the curb ramps shall be included in the civil plans.
- Flared curb cuts, Standard Detail S7.4, are not permitted for commercial/industrial or residential driveways where tramc movements would be substantial. When the number of parking spaces exceeds 20, curb returns are required, and the curb return radii shall be labeled on the plan.
- Pedestrian Bicycle Railings will be required at and continuous along vertical separations of 30 inches, or greater, or on slopes greater than or equal to adjacent to pedestrian areas. See Standard Detail SIS.
- Retaining walls shown on plans shall indicate material type and a height range or indicate a maximum height. Where appropriate, guard or hand rails may be required.
- The maximum private access drive slope may be 4% (non-residential) when sloping down toward the public street and up to 6% maximum when sloping up toward the public street.
- If gates are incorporated into the design of the development, they are required to be setback from the street flow line a minimum of 35-feet or one truck length, whichever is greater.
- Street lights are required along adjacent roadways. Please refer to the Draft Lighting Standards for street light spacing, location, wattage, etc., information. Street lights along public right-of-way shall become City owned and maintained once they have been installed and the final acceptance letter for the lights has been issued. Street light locations shown on the site plan are conceptual. The street lighting plan shall be included with the Civil plan submittal and will determine final street light locations based on a photometric analysis.

ROW/Easements/Plat: **Response:** Noted. [These will be incorporated as the project develops and development application is submitted.](#)

- ROW dedication is required for public roads. An additional 4' of ROW will be required if the street section used is a local type 3.

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- Please coordinate with the Real Property Division of Public Works for the dedication of any required easements. If a plat will be prepared for this development, the plat can cover the required easements.
 - Sidewalk easements may be required for new sidewalk installed.
- A drainage easement shall be required for any detention/water quality facilities on site. This drainage easement shall tie to a public way.
- Utility easements shall be required for any proposed water/sanitary sewer/public storm sewer located outside of public right-of-way.
- Public access/fire lane easement shall be required for fire lanes outside of public right-of-way. Please coordinate with Life Safety for their alignment.

Drainage: Response: Noted. Engineer/Drainage comments will be addressed as the project develops and during the Site Plan process.

- Drainage design standards can be found in the City's "Storm Drainage Design and Technical Criteria".
- Per Section 138-367 of the Aurora Municipal Code, a Preliminary Drainage plan and report is required prior to Site Plan or Plat approval. A Preliminary Drainage Plan and Report shall be submitted at the time of Planning Department application submittal. A review fee shall be paid to the City prior to acceptance of the preliminary drainage report. The site plan will not be approved until the preliminary drainage report is approved.
- The engineer is responsible for researching and determining if there has been a study by Mile High Flood District (MHFD) proposing improvements within or adjacent to said development. Any such improvements may be required to be constructed with the subject development. Coordination with MHFD and the City shall be initiated in such case at the master plan level or as soon as determined with any proposed development.
- Under the provisions of Colorado Revised Statute 37-92-602(8), any detention or infiltration facility that becomes operational after August 5, 2015, is required to notify downstream water rights holders prior to operation. Mile High Flood District (MHFD) has created a spreadsheet form (called SDI Design Data) for determining compliance with the statute and a web portal that will send a weekly email notification to downstream water rights holders, satisfying the notification requirements. The developer will be responsible for having a professional engineer, licensed in the State of Colorado, complete the SDI Design Data and uploading to the web portal. Public Works Engineering will verify the information matches the final drainage report. Notification must be made before Civil Plans will be approved or Stormwater Permits will be issued.
- Detention of storm drainage is required for this site and shall be incorporated on the site, unless other accommodations are approved by the City Engineer.
- Per City of Aurora Storm Drainage Design and Technical Criteria Section 3.61, underground detention may be used only as a last resort and must be approved by the City Engineer, when all other alternatives are exhausted. If a development chooses to propose underground detention, they are doing so at-risk of significant redesign if the underground detention is not approved. A variance, with supporting documentation, in the preliminary drainage report for underground detention will be evaluated on a case by case basis

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- Release rate for the detention pond shall be based upon the 'Storm Drainage Design and Technical Criteria' Manual, latest revision.
- Storm water from concentrated points of discharge from a minor storm event shall not be allowed to flow over sidewalks but shall drain to the roadway by the use of sidewalk chase sections. Sidewalk chase sections shall not be located within a curb cut, driveway, curb ramp, or curb return.
- A public storm sewer system appears to be located near this site. Please have your Engineer or Surveyor verify and tie your site drainage into it.
- Extend storm sewer through the site, including inlets, pipes, manholes, etc., as needed.

Fire/Life Safety Comments - Building Division

Response: Noted. These will be incorporated as the project develops and development application is submitted.

The Building Division Will receive a referral the Site plan and Subdivision review and comment. They will review these documents for Life Safety (Fire Code) and Building Code issues.

Key Issues:

- The Aurora Building Division currently utilizes the adopted 2015 International Codes Series except for the 2020 NEC. Our next code adoption cycle will be for the 2021 International Code Series, along with the 2020 NEC as of January 8, 2022. A 9-month grace period will be allowed after the formal adoption of the 2021 ICC codes to utilize the 2015 ICC codes until October 31, 2022.

Addressing Requirements:

All buildings or structures, except accessory buildings, shall display the proper building number in the manner provided in this article. It shall be the responsibility of the owner, occupant or any obtaining a building permit to place such number in the manner provided in the Aurora City Code of Ordinance, Chapter 126 - Article VII - Numbering of Buildings.

Adopted Codes "V the City or Aurora — Setbacks:

The site plan and civil plans must reflect the setback requirements of the 2015/2021 International Building and Fire Code for placement of the structure(s) in relation to adjacent buildings, property lines, public ways, accessible walkways, etc. To view the 2015/2021 International Codes please utilize the following hyperlink; ICC Codes Online.

- Show the distance of new or existing lot lines to proposed exterior walls of structures on the site plan.

Civil Plans:

Based on the discussion within the pre-application meeting the following information must be reflected within the Civil Plan package submitted to Public Works Department.

- Dead-End Fire Lane Detail
- Fire Lane Sign Detail
- Gated Entry for Fire Department Access utilizing a 4' Manway Gate • Grading Plan
- Handicap Accessible Parking Signs
- Keep Drive Aisle Passable at All Times Signs

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- Sign Package
- Signature Block
- Street Standards and Street Section Details

Emergency Responder Radio Coverage:

The 2015/2021 International Fire Code requires all buildings to be assessed for adequate emergency responder radio coverage.

- The 2015/2021 International Fire Code (IFC), requires all buildings to be assessed for adequate Emergency Responder Radio Coverage (ERRC). At the time the structure is at final frame and final electrical inspections, the general contractor (GC) will be required to hire an approved and qualified independent 3rd party to assess the radio frequency levels within the structure. Once completed, the 3rd party will provide the results of the test to both the GC and the Aurora Building Division as to whether the structure passed or failed the preliminary radio surveillance. A structure that has passed this surveillance requires no further action by the GC. A failed radio surveillance will require a licensed contractor to submit plans to the Aurora Building Division to obtain a building permit for the installation of an ERRC system prior to installation. This assessment and installation is at the owner or developers expense. Future interior or exterior modifications to the structure after the original Certificate of Occupancy is issued will require a reassessment for adequate radio frequency coverage.
- Self-Service Storage structures that have only direct access to the storage units from the adjacent drive aisles will not require a RF survey.

Fire Department Access:

Based on the information presented so far, the type(s) of fire apparatus access road(s) needed for this particular site is:

- Fire Lane Easement
 - Buildings less than 30' in height require only a 23' wide fire lane easement with 29' inside and 52' outside turning radii. Building greater than 30' in height require a 26' wide fire lane easement with a 26' inside and 49' outside turning radii.
 - Buildings greater than 30' in height are regulated by the 2015/2021 IFC Section and require a both a 26' Fire Lane Easement and two points of emergency access. Typically, the 26' fire lane easement is located on the front main entry side of the structure within a minimum of 15' and a maximum of 30' from the exterior wall of the building. Structures greater than 30' in height also require a second point of emergency access.

Fire Hydrants:

The number and spacing of fire hydrants are determined using the 2015/2021 IFC, Appendix B & C. As indicated in the previously stated code sections, fire hydrant coverage requirements include both internal site areas and abutting public street systems.

Fire Sprinkled Structures:

The requirements for the installation of a fire sprinkler system are provided within the Chapter 9 of the 2015/2021 IFC and IBC.

General Comments:

- 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

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- 1) A Group S-1 fire area exceeds 12,000 square feet (1115 m²).
 - 2) A Group S-1 fire area is located more than three stories above grade plane.
 - 3) The combined area or all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
 - 4) A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m²).
 - 5) A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).
- IFC Commentary: The formal interpretation for item #5 addresses self-storage warehouses specifically and whether such a facility between 2,500 and 12,000 square feet would require an automatic sprinkler system. This is based on the fact that upholstered furniture may be stored in such units. The response provided noted that a sprinkler system would be required based on the fact the requirements are focused on the square footage of the occupancy and are not based on fire area or the amount of upholstered furniture or mattresses present.
 - 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.
 - IFC Commentary: This section requires sprinklers in any building that contains a Group R fire area. This includes uses, such as hotels, apartment buildings, group homes and dormitories. There are no minimum criteria and no exceptions.

Gated Entry:

The installation of any gating system will require a City of Aurora licensed contractor to obtain a building permit through the Aurora Building Division prior to the start of any work. This would be considered a structural, life safety and electrical review within the Building Division that is conducted on behalf of the Fire Chief.

- If a gating system is to be installed at a site access point, it must be set back from the flow line of the street at least 35 feet or one design vehicle length, whichever is larger, and be approved by the City of Aurora's Fire and Life Safety department. Gating systems located within proximity to public right-of-way (ROW) may also be assessed by the City of Aurora Traffic Manager or designee and could require a traffic analysis to determine the appropriate distance of gating system to said flow line of ROW. Where a gating system crosses a dedicated or designated fire access roadway, please reference the Security Gates section of the latest edition of the International Fire Code (IFC). The installation of security gates across a fire apparatus access road shall be approved by the Fire Chief (designated Fire Chiefs representative).
- A separate building permit is required for the installation of any gating system that may obstruct fire department access to the internal areas of a site. Prior to construction, please submit plans and specifications of your proposed gating system to the Aurora Building Division. If you have any questions, please contact a Fire/Life Safety representative by calling 303-739-7420.

Accessibility Requirements:

The City of Aurora reviews accessibility requirements based on 2015/2021 IBC, Chapter 11, the 2009/2017 ICC/ANSIA117.1.

Commercial

Knox Hardware:

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving of fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an accessible location.

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Legend:

The cover sheet must include a "Site Plan Legend" reflecting both existing and/or proposed site elements that are existing or proposed within site.

Loading and Unloading Areas:

The site plan must show the location of the loading and unloading areas. These areas must not encroach into the dedicated or designated fire lane easement.

Phasing Plans:

A phasing plan must be provided with the Planning Departments Site Plan and the Public Works Departments Civil Plans submittals.

Photometric Plan:

- Add the following note to the Photometric Site Plan:
ILLUMINATION WITHIN THE SITE MUST COMPLY WITH THE 2015/2021 INTERNATIONAL BUILDING CODE REQUIREMENT FROM SECTION 1006 - MEANS OF EGRESS ILLUMINATION. SECTION 1006. ILLUMINATION REQUIRED: THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING IS OCCUPIED. SECTION 1006.2 ILLUMINATION LEVEL. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL NOT BE LESS THAN 1 FOOT-CANDLE (11 LUX') AT THE FLOOR LEVEL AND CONTINUING TO THE "PUBLIC WAY".
- Add the "accessible route" (heavy dashed line) to the photometric plan and verify minimum 1 footcandle of illumination along its entire length.

Site Plan, Civil Plan, Framework and General Development Plan, and Plat Notes:

The notes being provided below must be included on the cover sheet of the indicated submittal type.

- (Plat Note) If plat does not contain a Dedicated Fire Lane Easement
- (Plat Note) If Plat Contains an Emergency Access Easement
- (Site Plan Note) Access Control Gate or Barrier Systems
- (Site plan Note) Accessibility Note for Commercial Projects
- (Site Plan Note) Addressing
- (Site Plan Note) Americans with Disabilities Act
- (Site plan Note) Emergency Ingress and Egress
- (Site Plan Note] Emergency Responder Radio Coverage (This requirement is specific to the climate-controlled structure)
- (Site plan Note) Fire Lane Easements
- (Site Plan Note) Fire Lane Signs
- (Site Plan Note) Self Service Storage Facility Emergency Access Requirements • (Site plan Note) Self Service Storage Restrictions

Site Plan Data Block:

The site plan must include a "Data Block" on the cover sheet that reflects all items indicated within the "link" that apply to your project.

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Special Design Considerations:

Based on the information presented in the pre-application meeting, these additional Life Safety criteria must be shown on the site plan, plat and civil plans.

- Access to within 150 feet of Each Structure
 - Where fire hydrants and fire department connections are provided adjacent to vehicular access drive aisles, they will need to be dedicated as fire lane easements in order to provide emergency access to them.
- Aerial Fire Apparatus Access Roads
- Fire Apparatus Access Road Specifications
- Combined Fire Lane. Public Access and Utility Easements
- Construction of Fire Lane Easements and Emergency Access Easement
- Dead-end Fire Apparatus Access Roadways
- Encroachment into Emergency Access or Fire Lane Easements are Prohibited
- Grade
- Labeling of Easements on the Site Plan. Plat and Civil Plans
- License Agreement
 - Construction of fire lanes using alternative surfacing materials other than asphalt and concrete and/or installations of gating systems crossing a dedicated fire lane easement will require a license agreement though Real Property.
- No Parking is allowed within a Fire Lane Easement
- Pocket Utility Easements for Fire Hvdnants
- Public Street Systems Adjacent to Site
- Remoteness
- Speed Bumps
- Snow Removal Storage Areas
- Two points of Emergency Access
- Width and Turning Radius

Trash Enclosure:

Per the 2015/2021 International Fire Code, Section 304.3.3, dumpsters and containers with an individual capacity of 1.5 cubic yards or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, or combustible roof eave lines.

Real Property Division

Response: Noted. Real Property comments will be addressed as the project develops and Site Plan and/or Plat applications are submitted.

The Real Property Division reviews the Site Plan and Subdivision Plats, Easements, and License Agreements that may be necessary for development of property.

Key Issue:

- Annexation approval and completion are required prior to Subdivision Plat and Site Plan.

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Response: It is noted that Annexation approval is required before plat site plan approval but that some reviews will be conducted concurrently.

Subdivision Plats.

- The property has never been platted and shall be subdivided at this time in order to obtain a building permit. Plats must be prepared using City of Aurora specifications provided in our most current Subdivision Plat Checklist. Plat review may run concurrently with your other Planning Department submittals.
- A **pre-submittal meeting** with Real Property is required on all plat submittals so our team may verify that basic elements have been addressed before they are submitted to Planning. This 30-minute meeting is for the 1st submittal of plats only and is by appointment only. Call Darren Akrie at 303.739.7300 to schedule your appointment. The person preparing the plat and your project manager should attend the meeting. Please bring two sets of the plat.

Site Plans:

A Site plan will be required by the Planning Department. Real Property has items that need to appear on that site plan above and beyond what other departments may require. These items are listed on the Real Property Subdivision Plat Checklist.

Separate Documents

- During the pre-application meeting no requirement for separate documents were specifically identified for your site as proposed. However, review of your actual Site Plan when submitted may identify additional conditions which will require a separate document. Following are the links to additional information if needed later in your formal review process:
 - Dedications Packet
 - License Agreement Packet
- Offsite easement dedications may be required to make your project work. It's up to the developer to obtain these easements for the city, pay compensation, etc. Dedication documents must be prepared using Real Property specifications which can be found in the Dedications Packet. Once complete and accurate easement dedication information is submitted to Real Property, it takes about **8-10 weeks** to complete the process. They must be complete and ready to record before Real Property will record the Plat and/or Site Plan.
- If there are existing easements that are no longer needed, the city will require the developer to make application to the city to release those easements. Easement release documents must be prepared using Real Property specifications and are available in the Easement Release Packet. Once complete and accurate easement release information is submitted to Real Property, it takes about **8-10 weeks** to complete the process. They must be complete and ready to record before Real Property will record the Plat and/or Site Plan.
- No portion of any roofed structure or footers may encroach into any easement. However, you may have items that encroach into city-owned property or easements (i.e. retaining walls, medians, stairs, etc.). If allowed, these types of encroachments require a **License Agreement**. Requirements can be found in the License Agreement Packet. It takes **8 weeks** to complete the process after submittal. The License Agreement must be completed before the Site Plan is recorded.
- If a requirement for new street lighting is identified during the review process, this may be an opportunity to partner with cell carrier providers. New technology allows these providers to incorporate their technology with street lighting. These carriers are willing to take on the cost of purchasing and installing a light with qualifying projects. Please contact Leslie Gaylord at 303.739.7901 for additional details and contact information.

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STEP II - CONSTRUCTION DOCUMENT PHASE

The Construction Document Phase is when Engineering and Building plans are reviewed against City Codes for compliance. It is an administrative process and usually occurs after Planning Commission or Planning Director decisions. Permits are issued from these documents.

Response: Noted These comments applicable to the construction drawing phase will be addressed as the project develops and these documents are submitted.

Civil Engineering Plans

- Civil Construction Plans are required for your project as proposed and shall be submitted electronically.
- Use of the Batch Standards Checker Tool is requested for this project.
- Civil Engineering Plan Review (see links below for additional information):
- Process
- Review Schedule
- Fees

Prior to submittal of the electronic Civil Construction Plans, the civil consultant must schedule a presubmittal meeting With Christopher Ceravelly at 303.739.7457 or ceravell@auroragov.org. Civil Plans and Reports are required for this pre-submittal review. Also copy of the pre-application meeting notes is required and a copy of the submitted site plan, including the landscape plan. At this meeting the Civil Plans shall be reviewed for completeness. A checklist is used to ascertain completeness. The engineer shall fill out the checklist and submit it for the pre-submittal meeting. The pre-submittal meeting will not be scheduled until there are no outstanding comments remaining on the preliminary drainage report.

- Civil Construction Document Plan Set generally includes the following plans:
- Stormwater Management Plan
- Final Drainage Plan/Report
- Final Grading Plan
- Utility Plan and Profiles
- Signing and Striping Plan
- Street Lighting Plan
- Phasing shown on the Site Plan shall also be represented on the Civil Plan drawings.

Aurora Water

General Requirements:

- Utility Plans will be required with the Civil Engineering Plans:
- Utility Plans shall be prepared in accordance with the Utility Manual – Utility Plans must be approved prior to obtaining building permits
- Utility Plans must include:
- Fixture Unit Table and Meter Sizing Tables o Water Service and Water Meter locations o Sanitary Sewer Service Lines
- Resistivity Tests for any public water mains installation per Section 20 of the Utility Manual.
- – Cross Connection Control Devices are required for:
 - o Fire Service Lines o Commercial and Domestic Water Service Lines.

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- These devices are required to be located within the building or within a heated and drained vault after the water meter.

Construction Stormwater Quality Requirements:

- A Stormwater Quality Discharge Permit and Stormwater Management Plan and Report will be required for this project. See the latest revision of the City of Aurora Rules and Regulations Regarding Stormwater Discharge Associated with Construction Activities Manual (SWMP Manual) for more detailed requirements. A Colorado Discharge Permit System (CDPS) (CDPS) permit may be required by the State Health Department if a City of Aurora Stormwater Quality Discharge Permit is required.
- CAD Data Submittal Standard: The City of Aurora has developed a CAD Data Submittal Standard for internal and external use to streamline the process of importing AutoCAD information into the city's Enterprise GIS. Digital Submission meeting the CAD Data Submittal Standard are required by consultants on development projects when submitting to the city for signature sets and on capital projects funded by the city. Details of the CAD Data Submittal Standard can be found on the CAD Standards web page.

Public Works Department

Construction documents should reflect all approved Access, Right of Way, Easements, and Public Improvements that were included and approved on the Site plan and Plat for your project.

Traffic Engineering

- Construction Documents should reflect all approved accesses, and laneage, and right of way and easement dedications.
- The Construction Documents shall include a Signing and Striping Plan and Trame Control Plans. If lane closures are required per the Trame Control Plans, occupancy fees will apply. The calculation for these fees are available on the City's website or in the Development Handbook.
- Place a note on the Construction Site Plan or Grading Plan indicating all construction vehicles (including construction workers' vehicles) shall access the site from designated tmck routes, via 26th Avenue and not through the adjacent residential neighborhood(s).

Engineering Division

General Requirements:

- All new developments and redevelopments are required to develop and implement a permanent condition Stormwater Management Plan (SWMP) in conjunction with the overall drainage plan for the site. The SWQCP shall be included in and become part of the preliminary and final drainage reports. The SWQCP shall discuss and propose the solutions to permanently enhance the quality of stormwater runoff through the site.
- The SWMP shall be developed by applying the permanent water quality "best management practices" described in Volume 3 of the USDCM_ The SWMP shall be shown in a separate section of the drainage report. Proposed permanent stormwater quality enhancement facilities shall be sized and located on
- the drainage map (see section 2.42, "Storm Drainage Design and Technical Criteria" manual). The development community is encouraged to use multiple BMPs in creative and non-traditional site design to achieve the water quality objectives.

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- A drainage easement is required for stormwater quality detention ponds. This easement shall connect to an access easement that ties to public right of way for access to the facilities. These easements shall be executed prior to the approval of the Civil Plans.
- An Inspection and Maintenance Plan (I and M Plan) shall be developed concurrently with the design of the permanent BMP's and submitted with the final drainage plan and report for approval. Refer to Section 5.09 of the Water, Sanitary Sewer, and Storm Drainage Infrastructure Standards and Specifications as well as the 2010 Storm Drainage Design & Technical Criteria manual's appendices for direction on preparing an I and M plan, including the Maintenance Agreement. A signed Maintenance Agreement shall be submitted with the signature set of civil plans and must be approved prior to approval of the Civil plans.
- The civil plans will not be approved until the preliminary drainage report is approved and the plat is ready for recordation.

Roadway Design and Construction Specifications:

- This project is required to widen an existing street. Per Section cores of the existing pavement are required. If the cores indicate the existing pavement is not adequate then, this project is responsible for the removal and replacement of the existing pavement with a properly designed pavement section. A minimum of 24-feet of pavement or one-half of the street section, whichever is more, is required. Any construction beyond the street centerline in order to match existing grades to make a safe, drivable surface will also be this project's responsibility.
- All road cuts or other roadway disturbances within the City of Aurora's public right-of-way shall be repaired and restored according to the standards specified in Section 36 of the City's Roadway Design and Construction Specifications, and any other requirements specified elsewhere. If more than 500 square feet of existing roadway is disturbed within one block, the construction area shall be milled and overlaid prior to the issuance of the Certificate of Occupancy.
- Fire lanes. All primary fire lanes shall be constructed to an improved pavement surface (concrete, asphalt, or pavers). Secondary accesses in landscaping and other areas, need to be designed in accordance with the City's adopted Fire Code requirements, but may be permitted to utilize other materials and options. The proposed secondary access materials shall be approved by both Life Safety (Fire Marshal) and the City Engineer.

Building Plans

Building Division Comments: Building Plan Review

Response: Noted. Building plan related comments will be addressed as the project develops and building applications are submitted.

- Process
- Review Schedule
- Fees

The comments made during the meeting address large-scale issues. We strongly recommend that a code consultation meeting be scheduled to discuss more detailed concerns.

During the development review process, you will not need to submit any documentation to the Fire Department for review. The Life Safety group within the Aurora Building Division conducts all site development and construction plan reviews on behalf of the Aurora Fire Department.

Re: Best Box Self Storage Aurora Meeting held April 28, 2022

The links below contain additional information and requirements for completion, submittal, and permitting of your building plans.

Permit Types:

- Based on the information provided during the pre-application meeting, the Building Division would classify your proposed scope of work under the following permit type.
- Commercial Permits
- Demolition Permit

- Fire Alarm
- Fire Sprinkler & Standpipe Systems
- Gating Systems across Fire Apparatus Roads
- Knox Box
- Knox Box Rapid Entry

Key Issues:

- If your architect would like to set up a preliminary building construction plan submittal meeting please contact our Plans Examiner Manager Jose Rodriguez (jrodrig@auroragov.org).
- On January 8, 2022 the 2021 versions of the International Codes became effective in the City of Aurora. Applicants who wish to build their projects to the requirements found in the 2021 codes are allowed to do so and should notify Building Division staff at time of permit submittal of this decision. ► The construction industry is experiencing unprecedented supply chain issues which has not only affected costs, but also inventory and delivery timelines. Due to nationwide shortages of various building materials, the City of Aurora is extending the deadline by which all submittals will be reviewed for compliance with the 2021 codes until October 31, 2022. As this date draws closer, we will provide updates on any changes to this deadline.
- In determining which code series to utilize (2015 or 2021) please be aware that once chosen, only that code series can be utilized throughout the plan review and inspection processes.

Accessibility:

The City of Aurora enforces handicapped accessibility requirements based on 2015/2021 IBC, Chapter 11, and the 2009/2017 ICC 117.1.

Adopted Codes the City of Aurora:

This "link" will provide a current listing of all adopted building codes and ordinances utilized by the Aurora Building Division. To view the 2015/2021 International Codes please utilize the following hyperlink; [ICC Codes Online](#)

Building Division General Comments:

The function of the Building Division in the development process involves assistance with building code questions. This "link" will provide answers to the most typical initial questions concerning the role of the Building Division.

Checklist (or Plan Review Submittals.)

The Aurora Building Division has established a number of checklists that reflect specific construction plan submittal and permit requirements. A copy of these checklists can be obtained through the City of Aurora website or by clicking on the link provided here.

Demolition Permits:

A separate demolition permit must be obtained for each individually addressed structure through the Aurora Building Division prior to the start of any removal of any structure within the site.

- [City of Aurora Demolition Permit Information](#)
- [State of Colorado Demolition Permit Application Form](#)
- All demolition permits must be routed to Aurora Water in order to assess the BMP requirements for ground disturbances.

General Fire Protection System Requirements:

Based on the information provided during the Pre-Application meeting the following fire protection systems are likely to be required for this structure:

- Fire Alarm and Detection System — 2015/2021 IFC, Section 907.
- Fire Sprinkler System — 2015/2021 IFC, Section 903.

Geographic Design Criteria:

New construction must adhere to the climatic and geographic design criteria provided using the hyperlink above.

Occupancy Specific Building Code Requirements:

Based on the information provided, your building occupancy or occupancies are as follows.

- B Occupancy - A building or structure or portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Building or tenant space used for assembly purposes by fewer than 50 persons may be considered a Group B occupancy.
- M Occupancy - Buildings and structures, or portions thereof, for the display and sale of merchandise. Involves stocks of goods, wares or merchandise incidental to such purposes and accessible to the public.
- (Caretaker Residence) R-2 Occupancy - Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.
- S- 1 Occupancy - Moderate-hazard storage buildings occupied for storage uses that are not classified as Group S-2.
 - _ To include S-1 Occupancy Repair Garages.

Request for Modification or Alternative Material:

per the 2015/2021 [FC, Section 104.10 and 104.10.1, whenever there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications for individual cases, provided the fire code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements.

Real Property Division

Reminder — Prior to building plans submittal, processing of any/all required separate documents should be started so that this process does not interfere with permit issuance.

STEP III - CONSTRUCTION PHASE

Before any construction may commence, a contractor licensed in the City of Aurora must be issued the appropriate permits for all work to be performed. Licensing information is available on the city's website.

Response: Noted. Construction phase comments will be addressed as the project develops and at the appropriate time.

Aurora Water

Utility Connection Fees:

- Water Service Connection Fee
- Metro Sanitary Sewer Connection Fee
- Sanitary Sewer Connection Fee

Fees may only be paid after issuance of building permit and must be paid prior to issuance of the Certificate of Occupancy. This is required for new services and when meter sizes are upsized.

- Wet Tap Fees:
 - Apply when making connections to existing water mains for water line extensions, fire hydrant lines, and fire service lines.
- Irrigation Water Meter Fees:
 - Will be calculated in accordance with the City Ordinance for irrigated common areas in Single Family Detached and Commercial areas.
 - The Landscape Plan must identify the "NON-WATER CONSERVING" and "WATER CONSERVING" areas used for the meter fee calculations.
- For a full listing of Utility Fees, please see the Aurora Water Fee Schedule.

Public Works Department

Engineering Division

- A geotechnical and pavement design report is not required for paving of new or existing private parking lots, fire lanes, driveways, and private streets (other than TODs and Urban Centers). The civil plans shall have the default pavement thickness, obtained from the Roadway Manual, labeled on the plans and a note indicating the type of soils within the project, unless the developer submits a pavement design for review and approval. A paving permit for this private infrastructure is not required. Private Development Pavement certification shall be required to be submitted prior to issuing a Certificate of Occupancy. See Section 5.01.2.02 for more information. The developer/contractor is responsible for the required testing, backfill, and compaction for all wet utilities prior to paving. It is the developer/contractor's risk to begin paving without the initial acceptance of the wet utilities.

Public streets are required to have geotechnical and pavement design reports approved before a paving permit will be issued. Please note the requirement for composite pavement sections in Section 5.00. Also, streets are required to have French drains (for concrete pavements and bituminous composite pavement sections) at the back of curb at low points in the streets and be extended 100-feet on both sides of the low point, unless the geotechnical pavement design

report indicates the presence of high ground water. Then, the French drains shall be extended in accordance with the recommendations of the pavement design report.

- A new Certificate of Occupancy needs to be issued for this site. Aurora City Code requires all public improvements (see definition below) be completed, escrowed for, a deferral granted, or have a Public Improvement plan (PIP), indicating when the improvements will be installed, in place prior to issuance of the Certificate of Occupancy.
- Public improvements shall mean and include, but not by way of limitation, the construction, reconstruction, and improvement of the following:
 - one-half of all streets abutting subdivided or platted land, including any required offsite transitions back to existing street sections
 - fire lanes
 - curbs, gutters, curb ramps, and sidewalks
 - sanitary sewer mains
 - storm drainage
 - detention and water quality facilities, including necessary structures
 - street lighting
 - water mains, hydrants and valves
 - tree plantings and landscaping
 - repairs and replacements thereof necessitated by construction activity pursuant to issuance of a City of Aurora certificate of occupancy.

Building Division

Key Issue:

- Once the building permit is issued it is recommended that the General Contractor (GC) schedule a preconstruction meeting through the Office or Development Assistance Project Manager. The meeting will consist of the Public Improvement Supervisor, Building Division Inspector Supervisor, and a Fire/Life Safety Supervisor. These meetings are highly beneficial to both the GC and city staff in addressing inspection requirements that assist in obtaining a TCO or CO in a timely manner.

Construction Permits:

Please click on the link provided for a listing of required construction permits.

Fire Safety during Construction, Alteration or Demolition of a Building:

Utilize the requirements of the 2015/2021 IFC, Chapter 33 for both construction and demolition of any structure within your site. To obtain a full copy for fire department access and water supplies to a construction site, please call the Building Department at 303.739.7420.

Access Roadways during Construction:

Please click on the "link" provided for requirements for fire department access during construction.

EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:

FROM SCHEDULE A: FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 5501-3880805.

THAT PART OF SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

COMMENCING 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 361.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25 A DISTANCE OF 361.5 FEET;

THENCE EAST AND PARALLEL WITH SOUTH LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25, A DISTANCE OF 602.5 FEET;

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25, A DISTANCE OF 361.5 FEET;

THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 602.5 FEET TO TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

/s/



ANTHONY L. KNIEVEL, PLS 38157

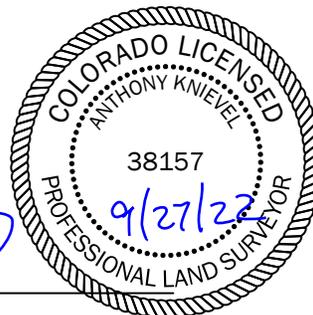


EXHIBIT A

SHEET 2 OF 2

FOUND
W $\frac{1}{4}$ SEC.25

SECTION LINE

PARCEL #
182125400001

N89° 31' 55"E 602.50'

(BASIS OF BEARING)
WEST LINE OF NW $\frac{1}{4}$ OF SECTION 25

PARCEL #
18210000063

PICADILLY ROAD
(85' R.O.W.)

N0° 11' 04"W 361.50'

PARCEL
#0182100000072
±217,801 SF
(±5.00 ACRES)

PARCEL #
18210000073

S0° 11' 04"E 361.50'

S85° 09' 06" W (TIE)
392.80'

EAST 26TH AVENUE
(30' R.O.W.)

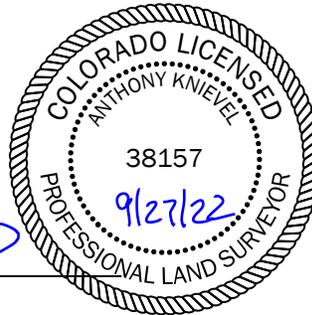
S89° 31' 55"W 602.50'

SECTION LINE

POINT OF COMMENCEMENT
SW COR SEC. 25
CALC'D FROM RECORD

/s/

ANTHONY L. KНИЕVEL, PLS 38157



THE ABOVE DESCRIBED PARCEL CONTAINS 217,801 SQUARE FEET OR ±5.00 ACRES MORE OR LESS. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 2 OF 2	DATE: 09/19/22	PROPERTY AREA			 <p>CONTACT INFORMATION 88 INVERNESS CIRCLE, SUITE E-101 ENGLEWOOD, CO 80112 (720) 206-6931 CPERDUE@STRATEGICSITEDESIGNS.COM ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.</p>
		DRAFTED BY: AS	REVIEWED BY: MC	SCALE: 1"=100'	
		SSD PROJECT NO: 2127			



**Planning and Zoning Commission
DRAFT MINUTES
September 28, 2022**

Commissioners Present

**Melvin Bush
Sonda Banka
Robert Gaiser
Becky Hogan
Gayle Jetchick
Garrett Walls
Garrett Ahern**

1. **Study Session - 5:00 p.m. – Staff Reports and Resources Discussion**
2. **Regular Meeting - Call to Order 6:10 p.m.**
3. **Roll Call**
4. **Pledge of Allegiance**
Not Conducted Due to Virtual Meeting
5. **Approval of the Planning Commission Minutes**
 - 5.a **September 14, 2022 Draft Minutes**
A MOTION WAS MADE BY COMMISSIONER WALLS AND SECONDED BY COMMISSIONER JETCHICK TO APPROVE THE MINUTES AS SUBMITTED

MINUTES APPROVED

MOTION PASSED UNANIMOUSLY WITH AHERN ABSTAINING.
6. **Adoption of Agenda**
A MOTION WAS MADE BY CHAIRMAN BUSH AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 7a-d WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.



**Planning and Zoning Commission
DRAFT MINUTES
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7. General Business

7.a-c KING SOOPERS AT HIGHPOINT COMMONS – CONDITIONAL USES AND SITE PLAN

The applicant, Hesling Holdings, is requesting approval of a Site Plan for a fueling station, a Conditional Use Permit for a fueling station in a Mixed-Use Corridor (MU-C) zone district, and a Conditional Use Permit for an extended hours use (24-hour operation) within 300 feet of residential zoning. One adjustment is requested to reduce the required landscaping next to the building or in this case the kiosk. The proposed site is approximately 1.04 acres in size, zoned Mixed-Use Corridor (MU-C) in Subarea B located at 190001 E Quincy Avenue, just east of Quincy Reservoir. The proposal will demolish an existing vehicle service center and retain the existing cannabis shop. The vehicular service center will be replaced with a fuel station and a small kiosk.

The proposed site will include a 247 square-foot single-story window walk-up sales kiosk, a 14-pump fueling station with canopies, associated parking, and a direct pedestrian connection to E Princeton Drive. Several existing utility easements run along both E Princeton Drive and E Quincy Avenue and do not permit building within the easement but do permit parking, internal drives, and limited landscaping. The site will keep the existing accesses from both W Princeton Drive and E Quincy Avenue. In addition, the application proposes to improve all sidewalks, pedestrian connections, and landscape buffering. The kiosk building design exhibits a four-sided design, including varying architectural materials, masonry, an aluminum accent panel, and windows. The proposal is adjacent to a vacant lot to the north, which is currently used for drainage for nearby commercial/retail developments.

The fueling station will operate 24 hours a day, 7 days a week. Approximately 1 employee would be working shifts throughout the week. The peak hours are anticipated in the morning and late afternoon.

Six (6) adjacent property owners and four (4) registered neighborhood organizations were notified of the application. No neighborhood comments were received and therefore no neighborhood meeting was held.

Testimony Given at the Hearing:

Ariana Muca, Case Manager, gave a presentation of the item, including the staff recommendation.

Jessica Greenough, Galloway and Company Inc, agent representing the applicant, gave a presentation of the item. Ms. Greenough reviewed plans for a King Soopers fueling station with 24-hour operations adjacent to residential and a kiosk.

Commissioner Jetchick requested clarification on if there will be an air station to fill tires at the location and where it would be.

Ms. Greenough responded yes, a public air stand would be provided and will be near the landscape area towards the southwest corner of the kiosk and will be screened from view from the street.



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Commissioner Jetchick requested clarification if the air station will be away from the R-1 zoning and screened by landscaping.

Ms. Greenough responded yes and a three and ½ foot grade differential where the site sits lower than adjacent roadways at the corner will also help with screening the air station from view.

Commissioner Jetchick asked if the air dispensing pumps will be credit card only.

Ms. Greenough responded yes; they will be credit card only.

Commissioner Hogan asked if the canopies proposed will be tall enough to accommodate semi-truck fueling.

Ms. Greenough indicated that the canopy will be tall enough to avoid a collision but will not accommodate semi-truck fueling.

Commissioner Ahern asked what pollutants will be treated and what water quality infrastructure will be implemented. Ms. Greenough reviewed the proposed underground detention system with advanced drainage and isolator row which has been tested to remove sediment, petroleum hydrocarbon, and larger pollutants such as trash.

Casey McKeon and Devin Smith, applicants, Heslin Holdings, were available for questions. Nate Abbott, Galloway and Company Inc, agent representing the applicant, was also available for questions.

There was no public comment.

There were no further questions from the commissioners.

Planning Commission Results

AGENDA ITEM 7A – CONDITIONAL USE FOR 24-HOUR OPERATIONS ADJACENT TO RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER WALLS AND SECONDED BY COMMISSIONER AHERN.

MOVE TO APPROVE THE CONDITIONAL USE BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3 OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH APPLICABLE STANDARDS IN THE UNIFIED DEVELOPMENT ORDINANCE AND THE REQUESTED ADJUSTMENT MEETS THE CRITERIA FOR APPROVAL;



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2. THE APPLICATION IS CONSISTENT WITH THE COMPREHENSIVE PLAN “ESTABLISHED NEIGHBORHOOD” PLACETYPE AND WILL HELP FURTHER CITY GOALS OF DEVELOPING SUPPORTING COMMERCIAL USES TO NEARBY RESIDENTIAL WITHIN THIS PLACETYPE;
3. THE SIZE, SCALE, HEIGHT, DENSITY, TRAFFIC IMPACTS, AND HOURS OF OPERATION ARE COMPATIBLE WITH EXISTING USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA;
4. THERE IS ADEQUATE CAPACITY WITH CITY INFRASTRUCTURE TO SERVE THE PROPOSED DEVELOPMENT; AND,
5. ADVERSE IMPACTS TO THE SURROUNDING AREA HAVE BEEN MITIGATED.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY

AGENDA ITEM 7B – CONDITIONAL USE FOR A FUELING STATION IN MU-C ZONE DISTRICT

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE CONDITIONAL USE BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3 OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH APPLICABLE STANDARDS IN THE UNIFIED DEVELOPMENT ORDINANCE AND THE REQUESTED ADJUSTMENT MEETS THE CRITERIA FOR APPROVAL;
2. THE APPLICATION IS CONSISTENT WITH THE COMPREHENSIVE PLAN “ESTABLISHED NEIGHBORHOOD” PLACETYPE AND WILL HELP FURTHER CITY GOALS OF DEVELOPING SUPPORTING COMMERCIAL USES TO NEARBY RESIDENTIAL WITHIN THIS PLACETYPE;
3. THE SIZE, SCALE, HEIGHT, DENSITY, TRAFFIC IMPACTS, AND HOURS OF OPERATION ARE COMPATIBLE WITH EXISTING USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA;
4. THERE IS ADEQUATE CAPACITY WITH CITY INFRASTRUCTURE TO SERVE THE PROPOSED DEVELOPMENT; AND,
5. ADVERSE IMPACTS TO THE SURROUNDING AREA HAVE BEEN MITIGATED.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



Planning and Zoning Commission
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AGENDA ITEM 7C – SITE PLAN WITH ADJUSTMENT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO APPROVE, WITH ONE CONDITION, THE SITE PLAN WITH ADJUSTMENT TO SECTION 146-4.7.5.J, BUILDING PERIMETER LANDSCAPE, BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.B.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSAL COMPLIES WITH THE STANDARDS OF THE UDO, AND OTHER ADOPTED CITY REGULATIONS AND THE REQUESTED ADJUSTMENT MEETS THE CRITERIA FOR APPROVAL;
2. ADEQUATE INFRASTRUCTURE HAS BEEN PROVIDED AND IMPACTS ARE MITIGATED; AND,
3. THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT.

APPROVAL TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF ALL OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



**Planning and Zoning Commission
DRAFT MINUTES
September 28, 2022**

7.d BEST BOX STORAGE – INITIAL ZONING

The applicant, BCN Management Partners, is requesting approval of the initial zoning of a five-acre parcel to Business/Tech (I-1). The parcel is currently under consideration for annexation into the City of Aurora, and the annexation is anticipated to be heard at the October 10th City Council hearing. The subject property is within Subarea C, approximately 400 ft east of the northeast corner of Picadilly Road and E 26th Avenue.

The property is located within the Industry Hub Placetype within the Aurora Places Comprehensive Plan. The proposed I-1 zone district is a compatible zoning district with the designated placetype and permits compatible uses described within the comprehensive plan.

The property owner is considering development as a self-storage facility. However, no application has been made. Future development will require site plan approval and infrastructure improvements. Other zoning applications may be required depending on the request.

Five adjacent property owners and seven registered neighborhood organizations were notified of the application. No comments were received by staff regarding the zoning map amendment application during staff review. Therefore, no neighborhood meeting was held. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing Notice and signposting.

Testimony Given at the Hearing:

Erik Gates, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Walls noted that the code section listed in the staff recommendations differs from the code section listed in the staff PowerPoint presentation. Commissioner Walls asked which code section is relevant to this case. Mr. Gates responded that there was an error in the staff recommendations and the code section listed in the PowerPoint presentation is correct. That code section is 146-5.4.1.C.3 versus 146-5.4.1.C.1.3.

Michael Cleary, Strategic Site Design LLC, agent representing the applicant, was available for questions.

Commissioner Jetchick asked if Best Box owns the site or would they buy it based upon whether they receive approval of the zoning.

Mr. Cleary responded that Best Box does not own the site, they have an agreement with the owner that Best Box will purchase of the site subject to approval of the zoning.

There was no public comment.

There were no further questions from the commissioners.



**Planning and Zoning Commission
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Planning Commission Results

AGENDA ITEM 7D: ZONING MAP AMENDMENT

A MOTION WAS MADE BY COMMISSIONER WALLS AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE ZONING MAP AMENDMENT FOR INITIAL ZONING OF THE SUBJECT PROPERTY TO I-1, TO CITY COUNCIL, BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN;
2. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
3. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



**Planning and Zoning Commission
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8. Public Invited to be Heard
There was no public comment.

9. Commissioner Comments/Miscellaneous Items of Business
There were no comments.

10. Reports

10.a Report by Planning Division Manager

Mr. Cammarata reviewed the Administrative Decisions made over the past two weeks. No Administrative Decisions were made.

10.b Report by City Attorney

Dan Money, City Attorney, was available for questions.

Commissioners had no questions.

11. Adjournment

Chairman Bush adjourned the meeting at 6:52p.m. until Wednesday, October 12, 2022.

City of Aurora Planning and Zoning Commission Case Report

Best Box Self Storage – Initial Zoning Development Application Number: DA-2327-00 Case Manager: Erik Gates

September 28, 2022

Project Summary:

The applicant, BCN Management Partners, is requesting approval of an initial zoning of a 5-acre parcel to Business/Tech (I-1). The parcel is currently under consideration for annexation into the City of Aurora, and the annexation is anticipated to be heard at the October 24th City Council hearing. The subject property is located within Subarea C, approximately 400 ft east of the northeast corner of Picadilly Rd and E 26th Ave.

The property is located within the Industry Hub Placetype within the Aurora Places Comprehensive Plan. The proposed I-1 zone district is a compatible zoning district with the designated placetype and permits compatible uses described within the comprehensive plan.

The property owner is considering development as a self-storage facility. However, no application has been made. Future development will require site plan approval and infrastructure improvements. Other zoning applications may be required depending on the request.

Applicant's Request:

Zoning Map Amendment Approval to I-1 upon annexation.

Community Comments:

Five adjacent property owners and seven registered neighborhood organizations were notified of the application. No comments were received by Staff regarding the zoning map amendment application during Staff review. Therefore, no neighborhood meeting was held. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing Notice and signposting.

Major Issues Discussed During Development Review:

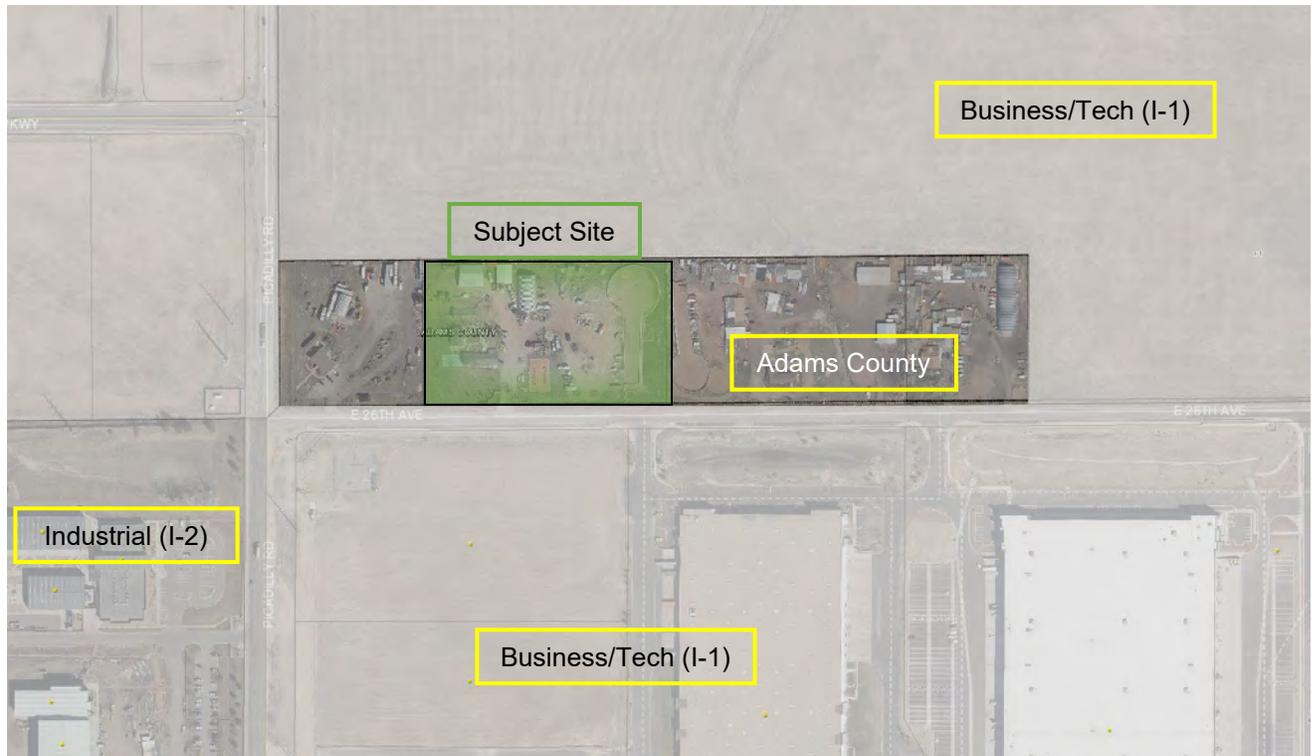
- Adjacent Zoning and Underlying Placetype
- Anticipated Lot Layout

Results of Development Review:

Adjacent Zoning and Underlying Placetype. The subject site is surrounded by the Business/Tech, I-1, district on both the north and the south, and by unincorporated Adams County parcels on the east and west. These Adams County parcels are within that jurisdiction's Agricultural-3 district. A review letter from Adams County stated that they were not in opposition to the request but that they suggested robust landscaping or buffering adjacent to the remaining county parcels; this will be addressed in a future site plan submittal. Since the site is proposed to be annexed in as I-1 zoning and adjacent City of Aurora parcels are also I-1 zoned, Staff has no major concerns with this proposed designation.

The underlying Comprehensive Plan Placetype is the Industry Hub Placetype. This placetype is described as 'dedicated to manufacturing, warehousing, distribution, fulfillment center, freight

operations, and renewable energy enterprises.’ The primary uses identified for this placetype are typically light industrial, heavy industrial, or urban agriculture. As such, the I-1 zoning, with its allowance for light industrial and commercial uses, is in harmony with this placetype.



Anticipated Site Design. The conceptual site plan (Exhibit B) anticipates a drainage area on the back of the site and a buffer using landscaping and a fence. The landscape buffer adjacent to the remaining Adams County parcels is proposed at 25 ft, which is the maximum buffer width required by the UDO for commercial developments adjacent to low-density residential. Coordinated and potentially shared access points from 26th Avenue and cross access will also be considered during the site review. The scale of development in the conceptual site plan would require Planning Commission approval. Additional detail will be required with a site plan submittal.

Summary of Staff Recommendation:

Approval of the Zoning Map Amendment to zone the property to I-1.

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on September 15th, 2022. The applicant has submitted certificates of mailing verifying that public hearing notices were sent to adjacent property owners and registered neighborhood organizations. A sign was posted on the site along E 26th Ave.

Community Referrals:

Referrals were provided to the following registered neighborhood organizations within one mile of the project: CLEAN, E-470 Neighbors, The Ex-Nihilo Foundation LTD, House of Pain East (HOPE), Majestic Comercenter, Master Homeowners Association for Green Valley Ranch, Prologis, and Tower Triangle.

Conformance with Code Criteria:

1. Zoning Map Amendment Approval Criteria

Zoning Map Amendment approval criteria are found in Section 146-5.4.1.C.3 of the Unified Development Ordinance. An application for changes to the Zoning Map for individual parcels shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met:

1. *The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or*
2. *The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:*
 - a. *The applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district;*
 - b. *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible with surrounding development through development conditions; and*
 - c. *The applicant demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

The proposed Zoning Map Amendment complies with the approval criteria for the following reasons:

- It remains consistent with the spirit and intent of the Comprehensive Plan;
- The zoning map amendment does not impact compatibility with the surrounding areas or uses; and,
- It will not create any dislocations of tenants or occupants of the property.

Applicant Information:

Applicant/Owner: BCN Management Partners
Project Consultant: Strategic Site Design LLC

Exhibits:

Exhibit A	Vicinity Map
Exhibit B	Letter of Introduction
Exhibit C	Annexation Map and Legal Description
Exhibit D	Conceptual Development Plan (<i>This plan has not been officially submitted or reviewed and may not meet all requirements and is conceptual in nature</i>)

Project Statistics

Land Use Analysis

Item	Existing	Proposed
Zoning	Adams County (Agricultural-3)	Business/Tech (I-1)
Land Use	Single-Family Residential, Agriculture	Self-Storage Facility (anticipated, site plan review and approval required)
Parcel Size	5 acres	N/C

Surrounding Properties

Direction	Zoning	Use
North	Business/Tech (I-1)	Vacant
East	Adams County	Single-Family Residential/Agriculture
West	Adams County	Single-Family Residential/Agriculture
South	Business/Tech (I-1)	Vacant

Staff Recommendation:

Agenda Item 7d: Zoning Map Amendment

Recommend approval of the Zoning Map Amendment for an initial zoning the subject property to I-1, because the proposal complies with the criteria in Section 146-5.4.1.C.1.3 for the following reasons:

- It remains consistent with the spirit and intent of the Comprehensive Plan;
- The zoning map amendment does not impact compatibility with the surrounding areas or uses; and,
- It will not create any dislocations of tenants or occupants of the property.

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING APPROXIMATELY FIVE- ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED 400 FEET EAST OF THE NORTHEAST CORNER OF PICADILLY ROAD AND EAST 26TH AVENUE, COUNTY OF ADAMS, STATE OF COLORADO, TO BUSINESS/TECH ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (26TH AVENUE INITIAL ZONING)

WHEREAS, the applicant has requested that approximately five-acres of land, more or less, generally located 400 feet east of the Northeast corner of Picadilly Road and East 26th Avenue, County of Adams, State of Colorado, be zoned Business/Tech Zone District (I-1); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on September 28, 2022, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in “Exhibit A,” attached hereto and incorporated herein, is hereby zoned Business/Tech Zone District, and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the Office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money ^{RLA}

DANIEL L. MONEY, Senior Assistant City Attorney

EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:

FROM SCHEDULE A: FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 5501-3880805.

THAT PART OF SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

COMMENCING 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 361.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25 A DISTANCE OF 361.5 FEET;

THENCE EAST AND PARALLEL WITH SOUTH LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25, A DISTANCE OF 602.5 FEET;

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25, A DISTANCE OF 361.5 FEET;

THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 602.5 FEET TO TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

/s/



ANTHONY L. KNIEVEL, PLS 38157

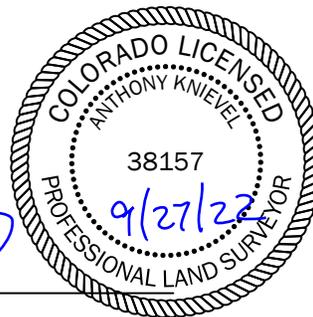
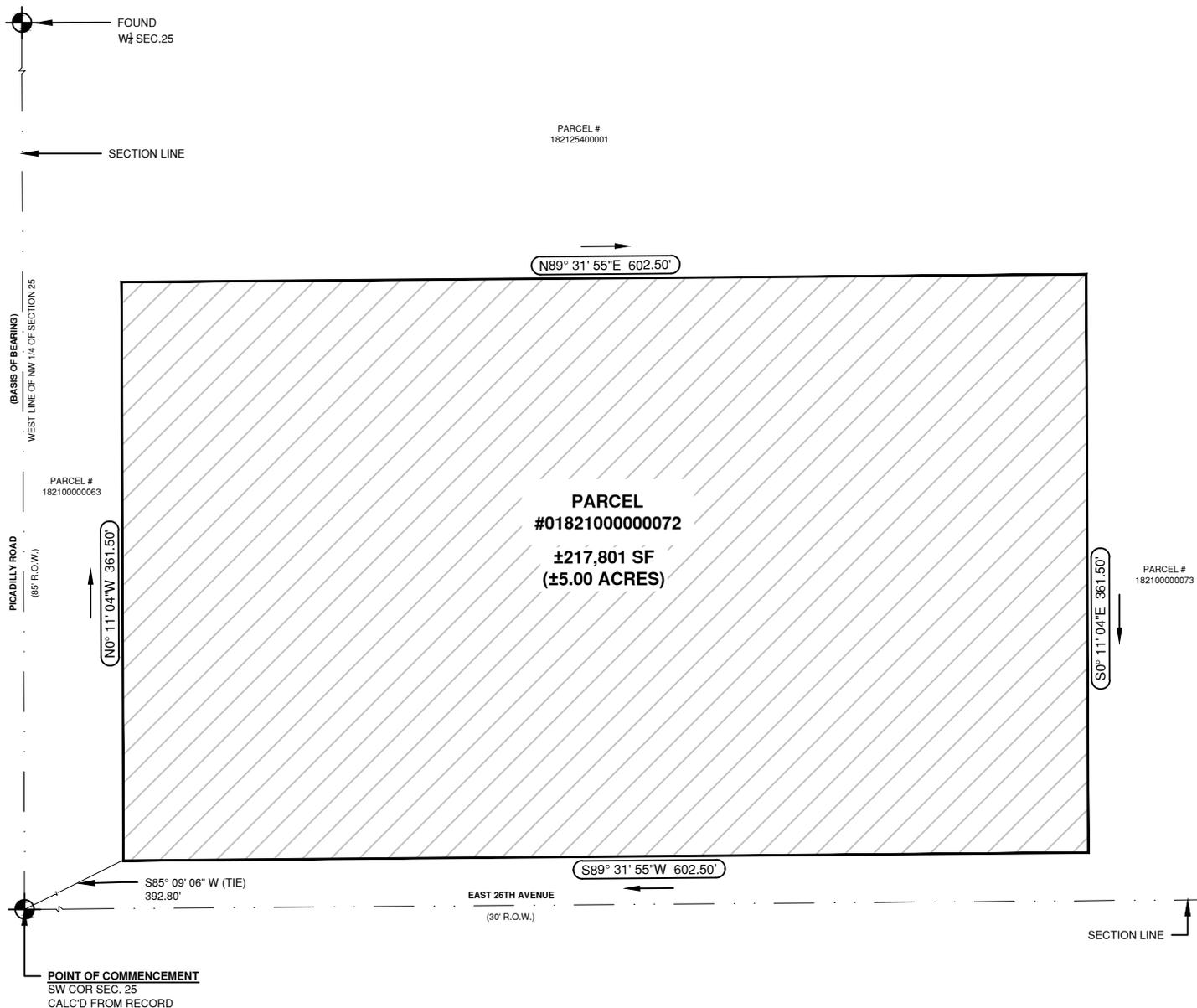
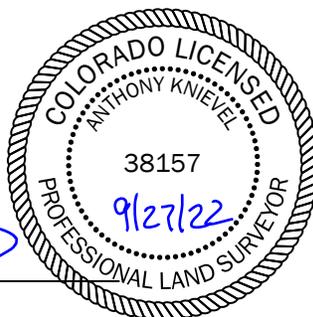


EXHIBIT A

SHEET 2 OF 2



/s/
ANTHONY L. KNIEVEL, PLS 38157



THE ABOVE DESCRIBED PARCEL CONTAINS 217,801 SQUARE FEET OR ±5.00 ACRES MORE OR LESS. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 2 OF 2	DATE: 09/19/22	PROPERTY AREA				 STRATEGIC SITE DESIGNS	CONTACT INFORMATION 88 INVERNESS CIRCLE, SUITE E-101 ENGLEWOOD, CO 80112 (720) 206-6931 CPERDUE@STRATEGICSITEDESIGNS.COM ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.	
		DRAFTED	REVIEWED	SCALE:			SSD PROJECT NO: 2127	
		BY: AS	BY: MC	1"=100'				



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE: 2023 Adopting Budget Ordinance
Item Initiator: Jackie Ehmann
Staff Source: Greg Hays, Budget Officer
Legal Source: Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Date of Change: 10/24/2022

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: 10/24/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

At the 10/24/22 Council Meeting, City Council voted to adjust the 2023 Adopting Budget Ordinance by adding 4.0 FTE Police Officers to the 2023 budget as of October 1 2023 (fourth quarter). This will add expenditures to the Police Departments of \$113,000 ongoing and \$180,000 one-time.

Schedule A

**City Of Aurora
2023 Budget**

<u>Summary</u>	<u>Amount</u>
Operating	
General Fund	\$ 475,388,207
Other Funds	340,462,334
Total Operating	\$ 815,850,541
Capital	\$ 332,426,601
Total FY2023 Budget	\$ 1,148,277,142
Less: Transfers	(96,205,216)
Net FY2023 Budget	\$ 1,052,071,926

<u>General Fund - Operating</u>	<u>Amount</u>
Aurora Water	\$ 637,894
Aurora911	8,339,115
City Attorney	8,869,590
City Council	4,126,257
Civil Service Commission	1,010,420
Communications	4,305,456
Court Administration	12,455,080
Finance	10,082,281
Fire	81,121,358
General Management	5,339,025
Housing & Community Services	10,542,899
Human Resources	4,210,347
Information Technology	23,189,543
Judicial	3,453,908
Library & Cultural Services	6,824,341
Non-Departmental	84,626,646
Parks, Recreation & Open Space	18,259,266
Planning & Development Services	3,535,211
Police	142,175,818
Public Defender	2,235,773
Public Works	40,047,979
Total General Fund Operating	\$ 475,388,207

Schedule A

**City Of Aurora
2023 Budget**

<u>Other Funds - Operating</u>	<u>Total Uses Amount</u>
Community Development Fund	\$ 4,647,947
Conservation Trust Fund	1,675,767
Cultural Services Fund	3,506,416
Debt Service (GO) Fund	-
Debt Service (SID) Fund	-
Designated Revenues Fund	8,375,371
Development Review Fund	23,486,529
Enhanced E-911 Fund	11,034,366
Fleet Management Fund	14,279,908
Gifts & Grants Fund	10,838,187
Golf Courses Fund	9,580,498
Marijuana Tax Revenue Fund	20,139,315
Open Space Fund	7,159,330
Parking and Mobility Fund	1,344,507
Parks Development Fund	97,258
Recreation Fund	17,101,201
Risk Management Fund	16,321,402
Transportation Maintenance Fund	-
Wastewater Fund	74,227,028
Water Fund	116,647,304
Total Other Funds - Operating	<u>\$ 340,462,334</u>
<u>Other Funds - Capital</u>	
Capital Projects Fund	\$ 40,748,982
Conservation Trust Fund	4,365,000
Enhanced E-911 Fund	4,995,000
Golf Courses Fund	575,000
Open Space Fund	8,335,148
Parks Development Fund	5,098,824
Transportation Maintenance Fund	63,859,956
Wastewater Fund	45,724,738
Water Fund	158,723,953
Total Other Funds - Capital	<u>\$ 332,426,601</u>
Total Other Funds	<u>\$ 672,888,935</u>
Total All Funds	<u><u>\$ 1,148,277,142</u></u>

Schedule A

**City Of Aurora
2023 Budget**

Operating Transfers

General Fund

Transfer to ACLC	\$	11,675,249
Transfer to Capital Projects/Transportation Maintenance		51,371,640
Transfer to Community Development Fund		280,445
Transfer to Cultural Services Fund		1,451,666
Transfer to Designated Revenue Fund		935,502
Transfer to Enhanced E-911 Fund		5,738,560
Transfer to Parking and Mobility Fund		779,956
Transfer to Recreation Fund		8,349,782
Transfer to Risk Fund		563,000
Total General Fund	\$	81,145,800

Conservation Trust Fund

Transfer to Golf Fund	\$	250,000
Total Conservation Trust Fund	\$	250,000

Marijuana Tax Revenue Fund

Transfer to ACLC	\$	4,000,000
Transfer to Capital Projects		8,000,000
Transfer to Designated Revenues		1,100,000
Transfer to General Fund		584,916
Total Marijuana Tax Revenue Fund	\$	13,684,916

Open Space Fund

Transfer to ACLC		1,124,500
Total Open Space Fund	\$	1,124,500

FY2023 Operating Transfers	\$	96,205,216
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Schedule B: Council Budget Adjustment Reconciliation

City Council Adjustments to City Manager's 2023 Proposed Budget

Fund / Department		Adjustments	FTE Change	Sources	Uses	
				Revenue / Transfers In	One-Time Budget	Ongoing Budget
General Fund						
Council Adjustments						
City Council		Speed Guns in Police Cars (Uses \$300,000 of \$3.0 million set-aside)	-	\$ -	\$ (300,000)	\$ -
Court Administration		Court Assessment	-	-	150,000	-
Court Administration		Probation Diversion Pilot	-	-	75,000	-
General Management		Eliminate Vacant Diversity, Equity, and Inclusion Manager	(1.00)	-	-	(157,900)
General Management		Eliminate Vacant Oil and Gas Inspector Position	(1.00)	-	-	(94,514)
General Management		Eliminate Vacant Police Monitor Program	(3.00)	-	-	(419,568)
Information Technology		Case Management System	-	-	250,000	75,000
Information Technology		Eliminate Budget for Case Management System	-	-	(100,000)	-
Non-Departmental		Transfer Funds to CPF for Greenhouse Repair	-	-	350,000	-
Non-Departmental		Transfer Funds to CPF for Warren Avenue	-	-	400,000	-
Non-Departmental		Transfer Public Defender Adds to Non-Departmental Pending Study	3.00	-	5,940	316,815
Non-Departmental		Transfer from Marijuana Fund for Funding One-Time adds	-	584,916	-	-
Police		Eliminate Proposed Amendment to add 12.0 FTE Police Officers	(12.00)	-	(540,084)	(678,832)
Police		Add Civilian Police Positions	7.00	-	-	500,000
Police		Speed Guns in Police Cars (Uses \$300,000 of \$3.0 million set-aside)	-	-	300,000	-
Police		Add 4.0 FTE Police Officers for 1/4 of year (from 10/24 First Reading)	4.00	-	180,000	113,000
Public Defender		Transfer Public Defender Adds to Non-Departmental Pending Study	(3.00)	-	(5,940)	(316,815)
Total General Fund Council Adjustments			(6.00)	\$ 584,916	\$ 764,916	\$ (662,814)
<i>2023 General Fund Bottom Line Funds Available Adjustment</i>					\$ (180,000)	\$ 662,814
Capital Projects Fund						
Council Adjustments						
Non-Departmental		Greenhouse Set-Aside	-	\$ 350,000	\$ 350,000	\$ -
Public Works		Traffic Signal Projects	-	2,000,000	2,000,000	-
Public Works		Warren Avenue Repair	-	400,000	400,000	-
Total Capital Projects Fund Council Adjustments			-	\$ 2,750,000	\$ 2,750,000	\$ -
<i>2023 Capital Projects Fund Bottom Line Funds Available Adjustment</i>			-		\$ -	\$ -

Schedule B: Council Budget Adjustment Reconciliation

City Council Adjustments to City Manager's 2023 Proposed Budget

			Sources		Uses	
Fund / Department	Adjustments	FTE Change	Revenue / Transfers In	One-Time Budget	Ongoing Budget	
Gifts and Grants Fund						
Council Adjustments						
Non-Departmental	Detention Retention Bonus (ARPA)	-	\$ -	\$ 320,000	\$ -	
Total Gifts and Grants Fund Council Adjustments		-	\$ -	\$ 320,000	\$ -	
<i>2023 Gifts and Grants Fund Bottom Line Funds Available Adjustment</i>				\$ (320,000)	\$ -	
Designated Revenues Fund						
Council Adjustments						
Police	Impound Lot - Victim Assistance Support	-	\$ 1,000,000	\$ 1,000,000	\$ -	
Police	Overall Victim Assistance Support	-	100,000	100,000	-	
Total Designated Revenues Fund Council Adjustments		-	\$ 1,100,000	\$ 1,100,000	\$ -	
<i>2023 Designated Revenues Fund Bottom Line Funds Available Adjustment</i>				\$ -	\$ -	
Marijuana Tax Revenue Fund						
Council Adjustments						
Non-Departmental	Transfer to General Fund for Funding One-Time adds	-	\$ -	\$ 584,916	\$ -	
Non-Departmental	Transfer to Capital Projects Fund for Traffic Signal Projects	-	-	2,000,000	-	
Non-Departmental	Transfer to Designated Revenues Fund for Impound Fee Support	-	-	1,000,000	-	
Non-Departmental	Transfer to Designated Revenues Fund for Victim Assistance Support	-	-	100,000	-	
Total Marijuana Tax Revenue Fund Council Adjustments		-	\$ -	\$ 3,684,916	\$ -	
<i>2023 Marijuana Tax Revenue Fund Bottom Line Funds Available Adjustment</i>		-	\$ -	\$ (3,684,916)	\$ -	
TOTAL COUNCIL ADJUSTMENTS FOR ALL FUNDS		(6.00)	\$ 4,434,916	\$ 8,619,832	\$ (662,814)	

ORDINANCE NO. 2022-__

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, Section 11-6 of the City Charter of the City of Aurora, Colorado (the “City”), requires that the City Council (the “Council”) adopt an ordinance for the annual budget; and

WHEREAS, the City Manager, in accordance with Section 11-2 of the City Charter, has submitted to the Council a proposed annual budget for the year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, the Council has conducted public hearings to receive citizen input, has received reports from the Citizens' Advisory Budget Committee and the Citizens' Advisory Committee on Housing and Community Development, and has reviewed the budget recommended by the City Manager; and

WHEREAS, the City has complied with all applicable municipal, state, and federal rules, regulations and statutes concerning public hearings, public notices, and public meetings in formulating and adopting a budget for Fiscal Year 2023.

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

Section 1. The City Council hereby adopts as the budget of the City for Fiscal Year 2023 the City Manager’s proposed annual budget, which budget has been presented to the Council and available for inspection the business day following the effective date of this ordinance.

Section 2. The total budget for the City for Fiscal Year 2023, shall be One Billion, One Hundred Forty-Eight Million, Two Hundred Seventy-Seven Thousand, One Hundred Forty-Two Dollars (\$1,148,277,142). Excluding fund transfers in the amount of Ninety-Six Million, Two Hundred Five Thousand, Two Hundred Sixteen Dollars (\$96,205,216), the net total appropriation of the City is One Billion, Fifty-Two Million, Seventy-One Thousand, Nine Hundred Twenty-Six Dollars (\$1,052,071,926).

Section 3. In accordance with Section 2-596 of the City Code, the following capital assets are designated to serve as the City’s TABOR Emergency Reserve requirement for Fiscal Year 2023:

Land Parcel No. 0181700000229	\$ 2,750,000.00
Land Parcel No. 0181900000157/0181730300004	\$ 6,800,000.00
<u>Land Parcel No. 0181900000162/161</u>	<u>\$ 1,650,000.00</u>

Total

\$11,200,000.00

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *gk*

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: 2023 Adopting Budget Ordinance
Item Initiator: Jackie Ehmann
Staff Source/Legal Source: Greg Hays, Budget Officer/Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input checked="" type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 2023 Proposed Budget was discussed at the City Manager's Budget Presentation and the Boards and Commissions Presentation on September 20, 2022 and the October 8, 2022 Budget Workshop. At the Budget Workshop, modifications were requested by Council. The attached Schedule B provides a summary of the changes from the workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses And Liabilities for the Fiscal Year Beginning January 1, 2023, and Ending December 31, 2023; For an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1, 2023 and Ending December 31, 2023; For an Ordinance of the City of Aurora, Colorado Creating the Transportation Maintenance Fund.

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

The budget has been the subject of public hearings (March 28 and August 22, 2022) and budget town meetings from April through July, 2022. Input was received from citizen committees and Council resulting from several work sessions to examine the budget. The budget is now ready for Council action.

This ordinance establishes the Fiscal Year 2023 budget at a total of \$1,147,984,142 of which \$96,205,216 represents fund transfers resulting in a net budget of \$1,051,778,926.

QUESTIONS FOR COUNCIL

Does Council wish to adopt the 2023 Budget as shown in the ordinance?

LEGAL COMMENTS

Article 11-6 of the City Charter requires City Council to introduce an ordinance for the budget not less than thirty (30) days prior to the first day of the next fiscal year. This ordinance is in compliance with Article 11-6 of the City Charter and with the procedure required in Section 2-589 of the City Code. (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: This ordinance establishes the limits on spending for the Fiscal Year beginning January 1, 2023 and ending December 31, 2023.

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

Schedule A

**City Of Aurora
2023 Budget**

<u>Summary</u>	<u>Amount</u>
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General Fund	\$ 475,095,207
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Total Operating	\$ 815,557,541
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Less: Transfers	(96,205,216)
Net FY2023 Budget	\$ 1,051,778,926

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Aurora911	8,339,115
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Public Defender	2,235,773
Public Works	40,047,979
Total General Fund Operating	\$ 475,095,207

Schedule A

**City Of Aurora
2023 Budget**

<u>Other Funds - Operating</u>	<u>Total Uses Amount</u>
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Conservation Trust Fund	1,675,767
Cultural Services Fund	3,506,416
Designated Revenues Fund	8,375,371
Development Review Fund	23,486,529
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Transportation Maintenance Fund	-
Wastewater Fund	74,227,028
Water Fund	116,647,304
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<u>Other Funds - Capital</u>	
Capital Projects Fund	\$ 40,748,982
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Water Fund	158,723,953
Total Other Funds - Capital	\$ 332,426,601
Total Other Funds	\$ 672,888,935
Total All Funds	\$ 1,147,984,142

Schedule A

**City Of Aurora
2023 Budget**

Operating Transfers

General Fund

Transfer to ACLC	\$	11,675,249
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Transfer to Community Development Fund		280,445
Transfer to Cultural Services Fund		1,451,666
Transfer to Designated Revenue Fund		935,502
Transfer to Enhanced E-911 Fund		5,738,560
Transfer to Parking and Mobility Fund		779,956
Transfer to Recreation Fund		8,349,782
Transfer to Risk Fund		563,000
Total General Fund	\$	81,145,800

Conservation Trust Fund

Transfer to Golf Fund	\$	250,000
Total Conservation Trust Fund	\$	250,000

Marijuana Tax Revenue Fund

Transfer to ACLC	\$	4,000,000
Transfer to Capital Projects		8,000,000
Transfer to Designated Revenues		1,100,000
Transfer to General Fund		584,916
Total Marijuana Tax Revenue Fund	\$	13,684,916

Open Space Fund

Transfer to ACLC		1,124,500
Total Open Space Fund	\$	1,124,500

FY2023 Operating Transfers	\$	96,205,216
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Schedule B: Council Budget Adjustment Reconciliation

City Council Adjustments to City Manager's 2023 Proposed Budget

Fund / Department		Adjustments	FTE Change	Sources	Uses	
				Revenue / Transfers In	One-Time Budget	Ongoing Budget
General Fund						
Council Adjustments						
City Council		Speed Guns in Police Cars (Uses \$300,000 of \$3.0 million set-aside)	-	\$ -	\$ (300,000)	\$ -
Court Administration		Court Assessment	-	-	150,000	-
Court Administration		Probation Diversion Pilot	-	-	75,000	-
General Management		Eliminate Vacant Diversity, Equity, and Inclusion Manager	(1.00)	-	-	(157,900)
General Management		Eliminate Vacant Oil and Gas Inspector Position	(1.00)	-	-	(94,514)
General Management		Eliminate Vacant Police Monitor Program	(3.00)	-	-	(419,568)
Information Technology		Case Management System	-	-	250,000	75,000
Information Technology		Eliminate Budget for Case Management System	-	-	(100,000)	-
Non-Departmental		Transfer Funds to CPF for Greenhouse Repair	-	-	350,000	-
Non-Departmental		Transfer Funds to CPF for Warren Avenue	-	-	400,000	-
Non-Departmental		Transfer Public Defender Adds to Non-Departmental Pending Study	3.00	-	5,940	316,815
Non-Departmental		Transfer from Marijuana Fund for Funding One-Time adds	-	584,916	-	-
Police		Eliminate 12.0 FTE Police Officer Add	(12.00)	-	(540,084)	(678,832)
Police		Add Civilian Police Positions	7.00	-	-	500,000
Police		Speed Guns in Police Cars (Uses \$300,000 of \$3.0 million set-aside)	-	-	300,000	-
Public Defender		Transfer Public Defender Adds to Non-Departmental Pending Study	(3.00)	-	(5,940)	(316,815)
Total General Fund Council Adjustments			(10.00)	\$ 584,916	\$ 584,916	\$ (775,814)
<i>2023 General Fund Bottom Line Funds Available Adjustment</i>					\$ -	\$ 775,814
Capital Projects Fund						
Council Adjustments						
Non-Departmental		Greenhouse Set-Aside	-	\$ 350,000	\$ 350,000	\$ -
Public Works		Traffic Signal Projects	-	2,000,000	2,000,000	-
Public Works		Warren Avenue Repair	-	400,000	400,000	-
Total Capital Projects Fund Council Adjustments			-	\$ 2,750,000	\$ 2,750,000	\$ -
<i>2023 Capital Projects Fund Bottom Line Funds Available Adjustment</i>			-		\$ -	\$ -

Schedule B: Council Budget Adjustment Reconciliation

City Council Adjustments to City Manager's 2023 Proposed Budget

		Sources	Uses		
Fund / Department	Adjustments	FTE Change	Revenue / Transfers In	One-Time Budget	Ongoing Budget
Gifts and Grants Fund					
Council Adjustments					
Non-Departmental	Detention Retention Bonus (ARPA)	-	\$ -	\$ 320,000	\$ -
Total Gifts and Grants Fund Council Adjustments		-	\$ -	\$ 320,000	\$ -
<i>2023 Gifts and Grants Fund Bottom Line Funds Available Adjustment</i>				\$ (320,000)	\$ -
Designated Revenues Fund					
Council Adjustments					
Police	Impound Lot - Victim Assistance Support	-	\$ 1,000,000	\$ 1,000,000	\$ -
Police	Overall Victim Assistance Support	-	100,000	100,000	-
Total Designated Revenue Fund Council Adjustments		-	\$ 1,100,000	\$ 1,100,000	\$ -
<i>2023 Designated Revenue Fund Bottom Line Funds Available Adjustment</i>				\$ -	\$ -
Marijuana Revenues Fund					
Council Adjustments					
Non-Departmental	Transfer to General Fund for Funding One-Time adds	-	\$ -	\$ 584,916	\$ -
Non-Departmental	Transfer to Capital Projects Fund for Traffic Signal Projects	-	-	2,000,000	-
Non-Departmental	Transfer to Designated Revenues Fund for Impound Fee Support	-	-	1,000,000	-
Non-Departmental	Transfer to Designated Revenues Fund for Victim Assistance Support	-	-	100,000	-
Total Capital Projects Fund Council Adjustments		-	\$ -	\$ 3,684,916	\$ -
<i>2023 Marijuana Revenues Fund Bottom Line Funds Available Adjustment</i>		-	\$ -	\$ (3,684,916)	\$ -
TOTAL COUNCIL ADJUSTMENTS FOR ALL FUNDS		(10.00)	\$ 4,434,916	\$ 8,439,832	\$ (775,814)

ORDINANCE NO. 2022-___

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, Section 11-6 of the City Charter of the City of Aurora, Colorado (the “City”), requires that the City Council (the “Council”) adopt an ordinance for the annual budget; and

WHEREAS, the City Manager, in accordance with Section 11-2 of the City Charter, has submitted to the Council a proposed annual budget for the year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, the Council has conducted public hearings to receive citizen input, has received reports from the Citizens' Advisory Budget Committee and the Citizens' Advisory Committee on Housing and Community Development, and has reviewed the budget recommended by the City Manager; and

WHEREAS, the City has complied with all applicable municipal, state, and federal rules, regulations and statutes concerning public hearings, public notices, and public meetings in formulating and adopting a budget for Fiscal Year 2023.

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

Section 1. The City Council hereby adopts as the budget of the City for Fiscal Year 2023 the City Manager’s proposed annual budget, which budget has been presented to the Council and available for inspection the business day following the effective date of this ordinance.

Section 2. The total budget for the City for Fiscal Year 2023, shall be One Billion, One Hundred Forty-Seven Million, Nine Hundred Eighty-Four Thousand, One Hundred Forty-Two Dollars (\$1,147,984,142). Excluding fund transfers in the amount of Ninety-Six Million, Two Hundred Five Thousand, Two Hundred Sixteen Dollars (\$96,205,216), the net total appropriation of the City is One Billion, Fifty-One Million, Seven Hundred Seventy-Eight Thousand, Nine Hundred Twenty-Six Dollars (\$1,051,778,926).

Section 3. In accordance with Section 2-596 of the City Code, the following capital assets are designated to serve as the City’s TABOR Emergency Reserve requirement for Fiscal Year 2023:

Land Parcel No. 0181700000229	\$ 2,750,000.00
Land Parcel No. 0181900000157/0181730300004	\$ 6,800,000.00
<u>Land Parcel No. 0181900000162/161</u>	<u>\$ 1,650,000.00</u>

Total

\$11,200,000.00

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *gk*

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE: 2023 Budget Appropriations Ordinance
Item Initiator: Jackie Ehmann
Staff Source: Greg Hays, Budget Officer
Legal Source: Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Date of Change: 10/24/2022

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: 10/24/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

At the 10/24/22 Council Meeting, City Council voted to adjust the 2023 Budget Appropriations Ordinance by adding 4.0 FTE Police Officers to the 2023 budget as of October 1 2023 (fourth quarter). This will add expenditures to the Police Departments of \$113,000 ongoing and \$180,000 one-time.

ORDINANCE NO. 2022-___

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted a budget for the City for the fiscal year beginning January 1, 2023 and ending December 31, 2023 ("Fiscal Year 2023"); and

WHEREAS, the Council has fixed the amount of tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City; and

WHEREAS, such levy, together with other revenues of the City, represents the amount of revenues necessary during Fiscal Year 2023 to provide for payment of all properly authorized demands upon the City treasury; and

WHEREAS, the Council now wishes to make appropriations for the ensuing fiscal year.

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

Section 1. There is hereby appropriated from the General Fund the sum of Four Hundred Seventy-Five Million, Three Hundred Eighty-Eight Thousand, Two Hundred Seven Dollars (\$475,388,207).

Section 2. There is hereby appropriated from the Capital Projects Fund the sum of Forty Million, Seven Hundred Forty-Eight Thousand, Nine Hundred Eighty-Two Dollars (\$40,748,982).

Section 3. There is hereby appropriated from the Community Development Fund the sum of Four Million, Six Hundred Forty-Seven Thousand, Nine Hundred Forty-Seven Dollars (\$4,647,947).

Section 4. There is hereby appropriated from the Conservation Trust Fund the sum of Six Million, Forty Thousand, Seven Hundred Sixty-Seven Dollars (\$6,040,767).

Section 5. There is hereby appropriated from the Cultural Services Fund the sum of Three Million, Five Hundred Six Thousand, Four Hundred Sixteen Dollars (\$3,506,416).

Section 6. There is hereby appropriated from the Designated Revenues Fund the sum of Eight Million, Three Hundred Seventy-Five Thousand, Three Hundred Seventy-One Dollars (\$8,375,371).

Section 7. There is hereby appropriated from the Development Review Fund the sum of Twenty-Three Million, Four Hundred Eighty-Six Thousand, Five Hundred Twenty-Nine Dollars (\$23,486,529).

Section 8. There is hereby appropriated from the Enhanced E-911 Fund the sum of Sixteen Million, Twenty-Nine Thousand, Three Hundred Sixty-Six Dollars (\$16,029,366).

Section 9. There is hereby appropriated from the Fleet Management Fund the sum of Fourteen Million, Two Hundred Seventy-Nine Thousand, Nine Hundred Eight Dollars (\$14,279,908).

Section 10. There is hereby appropriated from the Gifts & Grants Fund the sum of Ten Million, Eight Hundred Thirty-Eight Thousand, One Hundred Eighty-Seven Dollars (\$10,838,187).

Section 11. There is hereby appropriated from the Golf Courses Fund the sum of Ten Million, One Hundred Fifty-Five Thousand, Four Hundred Ninety-Eight Dollars (\$10,155,498).

Section 12. There is hereby appropriated from the Marijuana Tax Revenue Fund the sum of Twenty Million, One Hundred Thirty-Nine Thousand, Three Hundred Fifteen Dollars (\$20,139,315).

Section 13. There is hereby appropriated from the Open Space Fund the sum of Fifteen Million, Four Hundred Ninety-Four Thousand, Four Hundred Seventy-Eight Dollars (\$15,494,478).

Section 14. There is hereby appropriated from the Parking and Mobility Fund the sum of One Million, Three Hundred Forty-Four Thousand, Five Hundred Seven Dollars (\$1,344,507).

Section 15. There is hereby appropriated from the Parks Development Fund the sum of Five Million, One Hundred Ninety-Six Thousand, Eighty-Two Dollars (\$5,196,082).

Section 16. There is hereby appropriated from the Recreation Fund the sum of Seventeen Million, One Hundred One Thousand, Two Hundred One Dollars (\$17,101,201).

Section 17. There is hereby appropriated from the Risk Management Fund the sum of Sixteen Million, Three Hundred Twenty-One Thousand, Four Hundred Two Dollars (\$16,321,402).

Section 18. There is hereby appropriated from the Transportation Maintenance Fund the sum of Sixty-Three Million, Eight Hundred Fifty-Nine Thousand, Nine Hundred Fifty-Six Dollars (\$63,859,956).

Section 19. There is hereby appropriated from the Wastewater Fund the sum of One Hundred Nineteen Million, Nine Hundred Fifty-One Thousand, Seven Hundred Sixty-Six Dollars (\$119,951,766).

Section 20. There is hereby appropriated from the Water Fund the sum of Two Hundred Seventy-Five Million, Three Hundred Seventy-One Thousand, Two Hundred Fifty-Seven Dollars (\$275,371,257).

Section 21. The total appropriation for Fiscal Year 2023 for expenditures of the City is One Billion, One Hundred Forty-Eight Million, Two Hundred Seventy-Seven Thousand, One Hundred Forty-Two Dollars (\$1,148,277,142). Excluding fund transfers in the amount of Ninety-Six Million, Two Hundred Five Thousand, Two Hundred Sixteen Dollars (\$96,205,216), the net total appropriation of the City is One Billion, Fifty-Two Million, Seventy-One Thousand, Nine Hundred Twenty-Six Dollars (\$1,052,071,926).

Section 22. With regard to those funds identified in the City Manager's Proposed Budget that include amounts appropriated for non-departmental use, the City Manager is hereby authorized to transfer such amounts to the various departments within each of these funds as needed throughout Fiscal Year 2023 to carry out programs authorized in the City's budget.

Section 23. All ordinances or part thereof in conflict with this ordinance are hereby repealed.

Section 24. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

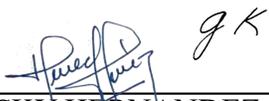
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: 2023 Budget Appropriations Ordinance
Item Initiator: Jackie Ehmann
Staff Source/Legal Source: Greg Hays, Budget Officer/Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

Greg Hays, Budget Officer / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 2023 Proposed Budget was discussed at the City Manager's Budget Presentation and the Boards and Commissions Presentation on September 20, 2022 and the October 8, 2022 Budget Workshop. At the Budget Workshop, modifications were requested by Council.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2023, and Ending December 31, 2023; For an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1, 2023 and Ending December 31, 2023; For an Ordinance of the City of Aurora, Colorado Creating the Transportation Maintenance Fund.

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

The budget has been the subject of public hearings (March 28 and August 22, 2022) and budget town meetings from April through July, 2022. Input was received from citizen committees and Council resulting from several work sessions to examine the budget. The budget is now ready for Council action.

This ordinance establishes the Fiscal Year 2023 budget at a total of \$1,147,984,142 of which \$96,205,216 represents fund transfers resulting in a net budget of \$1,051,778,926.

Fund	Appropriation
Capital Projects Fund	40,748,982
Community Development Fund	4,647,947
Conservation Trust Fund	6,040,767
Cultural Services Fund	3,506,416
Designated Revenues Fund	8,375,371
Development Review Fund	23,486,529
Enhanced E-911 Fund	16,029,366
Fleet Management Fund	14,279,908
General Fund	475,095,207
Gifts & Grants Fund	10,838,187
Golf Courses Fund	10,155,498
Marijuana Tax Revenue Fund	20,139,315
Open Space Fund	15,494,478
Parking and Mobility Fund	1,344,507
Parks Development Fund	5,196,082
Recreation Fund	17,101,201
Risk Management Fund	16,321,402
Transportation Maintenance Fund	63,859,956
Wastewater Fund	119,951,766

Water Fund	<u>275,371,257</u>
Total	1,147,984,142

QUESTIONS FOR COUNCIL

Does Council wish to appropriate the 2023 Budget as shown in the ordinance?

LEGAL COMMENTS

Article 11-6 of the City Charter requires City Council to introduce an ordinance for the annual appropriation not less than 30 days prior to the first day of the next fiscal year. This ordinance is in compliance with Article 11-6 of the City Charter and Section 2-590 of the City Code. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This ordinance establishes the limits on spending for the Fiscal Year beginning January 1, 2023 and ending December 31, 2023

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022-___

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted a budget for the City for the fiscal year beginning January 1, 2023 and ending December 31, 2023 ("Fiscal Year 2023"); and

WHEREAS, the Council has fixed the amount of tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City; and

WHEREAS, such levy, together with other revenues of the City, represents the amount of revenues necessary during Fiscal Year 2023 to provide for payment of all properly authorized demands upon the City treasury; and

WHEREAS, the Council now wishes to make appropriations for the ensuing fiscal year.

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

Section 1. There is hereby appropriated from the General Fund the sum of Four Hundred Seventy-Five Million, Ninety-Five Thousand, Two Hundred Seven Dollars (\$475,095,207).

Section 2. There is hereby appropriated from the Capital Projects Fund the sum of Forty Million, Seven Hundred Forty-Eight Thousand, Nine Hundred Eighty-Two Dollars (\$40,748,982).

Section 3. There is hereby appropriated from the Community Development Fund the sum of Four Million, Six Hundred Forty-Seven Thousand, Nine Hundred Forty-Seven Dollars (\$4,647,947).

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Section 5. There is hereby appropriated from the Cultural Services Fund the sum of Three Million, Five Hundred Six Thousand, Four Hundred Sixteen Dollars (\$3,506,416).

Section 6. There is hereby appropriated from the Designated Revenues Fund the sum of Eight Million, Three Hundred Seventy-Five Thousand, Three Hundred Seventy-One Dollars (\$8,375,371).

Section 7. There is hereby appropriated from the Development Review Fund the sum of Twenty-Three Million, Four Hundred Eighty-Six Thousand, Five Hundred Twenty-Nine Dollars (\$23,486,529).

Section 8. There is hereby appropriated from the Enhanced E-911 Fund the sum of Sixteen Million, Twenty-Nine Thousand, Three Hundred Sixty-Six Dollars (\$16,029,366).

Section 9. There is hereby appropriated from the Fleet Management Fund the sum of Fourteen Million, Two Hundred Seventy-Nine Thousand, Nine Hundred Eight Dollars (\$14,279,908).

Section 10. There is hereby appropriated from the Gifts & Grants Fund the sum of Ten Million, Eight Hundred Thirty-Eight Thousand, One Hundred Eighty-Seven Dollars (\$10,838,187).

Section 11. There is hereby appropriated from the Golf Courses Fund the sum of Ten Million, One Hundred Fifty-Five Thousand, Four Hundred Ninety-Eight Dollars (\$10,155,498).

Section 12. There is hereby appropriated from the Marijuana Tax Revenue Fund the sum of Twenty Million, One Hundred Thirty-Nine Thousand, Three Hundred Fifteen Dollars (\$20,139,315).

Section 13. There is hereby appropriated from the Open Space Fund the sum of Fifteen Million, Four Hundred Ninety-Four Thousand, Four Hundred Seventy-Eight Dollars (\$15,494,478).

Section 14. There is hereby appropriated from the Parking and Mobility Fund the sum of One Million, Three Hundred Forty-Four Thousand, Five Hundred Seven Dollars (\$1,344,507).

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Section 16. There is hereby appropriated from the Recreation Fund the sum of Seventeen Million, One Hundred One Thousand, Two Hundred One Dollars (\$17,101,201).

Section 17. There is hereby appropriated from the Risk Management Fund the sum of Sixteen Million, Three Hundred Twenty-One Thousand, Four Hundred Two Dollars (\$16,321,402).

Section 18. There is hereby appropriated from the Transportation Maintenance Fund the sum of Sixty-Three Million, Eight Hundred Fifty-Nine Thousand, Nine Hundred Fifty-Six Dollars (\$63,859,956).

Section 19. There is hereby appropriated from the Wastewater Fund the sum of One Hundred Nineteen Million, Nine Hundred Fifty-One Thousand, Seven Hundred Sixty-Six Dollars (\$119,951,766).

Section 20. There is hereby appropriated from the Water Fund the sum of Two Hundred Seventy-Five Million, Three Hundred Seventy-One Thousand, Two Hundred Fifty-Seven Dollars (\$275,371,257).

Section 21. The total appropriation for Fiscal Year 2023 for expenditures of the City is One Billion, One Hundred Forty-Seven Million, Nine Hundred Eighty-Four Thousand, One Hundred Forty-Two Dollars (\$1,147,984,142). Excluding fund transfers in the amount of Ninety-Six Million, Two Hundred Five Thousand, Two Hundred Sixteen Dollars (\$96,205,216), the net total appropriation of the City is One Billion, Fifty-One Million, Seven Hundred Seventy-Eight Thousand, Nine Hundred Twenty-Six Dollars (\$1,051,778,926).

Section 22. With regard to those funds identified in the City Manager's Proposed Budget that include amounts appropriated for non-departmental use, the City Manager is hereby authorized to transfer such amounts to the various departments within each of these funds as needed throughout Fiscal Year 2023 to carry out programs authorized in the City's budget.

Section 23. All ordinances or part thereof in conflict with this ordinance are hereby repealed.

Section 24. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY-HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Transportation Maintenance Fund Creation
Item Initiator: Greg Hays, Budget Officer
Staff Source/Legal Source: Greg Hays, Budget Officer, Hans Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, CREATING THE TRANSPORTATION MAINTENANCE FUND

Greg Hays, Budget Officer / Hans Hernandez, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: Click or tap to enter a date or type N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

At various workshops early in 2022, Council approved the creation of the Transportation Maintenance Fund

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

The Transportation Maintenance Fund was created for the 2023 budget, shifting the five ongoing transportation maintenance budgets into a separate fund, which provides a clearer vision for such maintenance. These budgets include Concrete Repair, Street Asphalt Overlay, Chip Seal / Crack Seal, and Street Reconstruction. The Capital Projects Fund budget and out-year projections are being decreased a commensurate amount. It will be funded via a transfer from the General Fund exactly the amount of the year's expenditures, thus will have no funds available.

QUESTIONS FOR COUNCIL

Does Council wish to approve this and forward it to second reading?

LEGAL COMMENTS

Type legal comments here

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022-_____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO,
CREATING THE TRANSPORTATION MAINTENANCE FUND

WHEREAS, Section 11-12 of the Charter of the City of Aurora, Colorado (the “City”) provides that special funds be created by ordinance to provide for moneys held for depreciation and obsolescence of structures, machinery and equipment, debt service, special services, and local improvements; and

WHEREAS, the ordinance creating a special fund shall specify its source of income and the purpose for which expenditures from the special fund shall be made; and

WHEREAS, the ordinance creating a special fund may also provide for annual, periodic, or continuing appropriations for such fund; and

WHEREAS, the Director of Finance has recommended that the City create the Transportation Maintenance Fund to separate revenues needed to address the city’s transportation maintenance needs; and

WHEREAS, the City Council finds and determines that it is reasonable and appropriate to create a special fund for the purposes stated above.

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

Section 1. A special fund, known as the “Transportation Maintenance Fund”, is hereby created to separate and account for the revenues and expenditures in the City associated with its transportation maintenance needs. The source of income for this fund shall be transfers from the general fund or any other available funds. Subsequent transfers into the fund shall be made through the council appropriation process or as authorized by City Council. Expenditures from this fund shall be made for transportation maintenance needs as authorized by a majority vote of the City Council.

Section 2. Appropriations from this fund shall be made on a periodic basis.

Section 3. The City Manager and Director of Finance are hereby directed to take all actions necessary, proper, and lawful in order to effectuate the transfer of appropriations, assets and responsibilities from the General Fund to the Transportation Maintenance Fund.

Section 4. All ordinances or parts of ordinances of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 5. 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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: 2023 Tax Levy (Ordinance)
Item Initiator: Jackie Ehmann
Staff Source/Legal Source: Greg Hays, Budget Officer/Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

FOR AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023
Greg Hays, Budet Officer / Hanosky Hernandez, Senior Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input checked="" type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 is the annual property tax mill levy ordinance. Background related to this item was discussed at the City Manager's Budget Presentation on September 20, 2022 and the October 8, 2022 Budget Workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2023, and Ending December 31, 2023; For an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses And Liabilities for the Fiscal Year Beginning January 1, 2023, and Ending December 31, 2023; For an Ordinance of the City of Aurora, Colorado Creating the Transportation Maintenance Fund.

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

The proposed general purpose mill levy for 2023 will be 8.605 mills, but is expected to be reduced due to the Property Tax revenue being over the TABOR limit. The revenue raised from the property tax shall be used to defray the general expenses of City government for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does Council wish to establish the tax levy in accordance with the attached ordinance for the tax collection year beginning January 1, 2023 and ending December 31, 2023?

LEGAL COMMENTS

Article 11-8 of the City Charter requires City Council to fix the amount of the tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the city and to cause the same to be certified to the counties as required by law. Section 39-5-128 (1) C.R.S., requires that the tax levy be certified to the counties by December 15, 2022. Also, the Colorado Constitution, Article X, Section 20(7)(d), requires the City to refund any such excess property tax revenues in the next ensuing fiscal year. The refund may take the form of a temporary tax credit. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: This ordinance will provide an estimated \$49,745,107 for the 2023 general operating expenses and is necessary to balance the 2023 budget.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: The levy of 8.605 mills for estimated general operating expenses will cost \$61.96 for each \$100,000 in housing market valuation in 2023. In addition, there is an expected TABOR impact that will decrease that mill levy through a temporary tax reduction, the total of which will be known once the city gets the County certifications in early December. As an example, the 2022 mill levy was reduced \$3.2 million, which equated to 0.532 mills.

ORDINANCE NO. 2022-____

A BILL

FOR AND ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023, AND AUTHORIZING A TEMPORARY TAX CREDIT FOR 2023

WHEREAS, Section 11-8 of the City Charter of the City of Aurora, Colorado (the “City”), provides that not later than such date as may be required by State law, the City Council shall fix the amount of tax levy which shall be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City, and shall cause the same to be certified to the counties; and

WHEREAS, Section 11-27(c) of the City Charter provides that the City is authorized to collect, retain, and expend property tax revenues in an amount equal to the property tax revenue received by the City in the 2000 fiscal year, with increases in future fiscal years at a rate equal to inflation plus annual local growth; and

WHEREAS, Section 39-5-128(1), C.R.S., requires the tax levy to be certified to the counties no later than December 15, 2022; and

WHEREAS, the City Council wishes to establish the annual tax levy on all taxable property within the City, for collection in the year beginning January 1, 2023, and ending December 31, 2023 (“Tax Collection Year 2023”); and

WHEREAS, Article X, Section 20(7)(c) of the Colorado Constitution provides that the maximum annual percentage change in the City’s property tax revenue shall equal inflation in the prior calendar year plus annual local growth; and

WHEREAS, the City’s 2022 property tax revenue has exceeded this limit; and

WHEREAS, Article X, Section 20(7)(d) of the Colorado Constitution requires the City to refund such excess property tax revenue in the next fiscal year; and

WHEREAS, for purposes of making this refund, the City Council wishes to authorize a temporary property tax credit in 2023.

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

Section 1. There is hereby levied upon all taxable property within the corporate limits of the City, for collection in Tax Collection Year 2023, a tax of 8.605 mills on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022. The

revenue raised from this tax, together with other revenues of the City, shall be used to defray the general expenses of City government and to discharge certain indebtedness of the City and the interest thereon for the fiscal year commencing January 1, 2023 and ending December 31, 2023 (“Fiscal Year 2023”).

Section 2. That, pursuant to the authority granted by Section 39-1-111.5(2), C.R.S., there is hereby authorized for the benefit of all taxable property within the corporate limits of the City, for 2023, a temporary property tax credit on each dollar of the total assessed valuation of such property as certified to the City on December 10th of this year, at a rate sufficient to discharge the City's obligation to refund excess property tax revenue collected in 2022. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10th certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the counties of Adams, Arapahoe, and Douglas, State of Colorado, on or before December 15, 2022.

Section 4. All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

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

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

 gk

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE - Water Rate Ordinance
Item Initiator: Jo Ann Giddings, Deputy Director of Business Services, Aurora Water
Staff Source: Jo Ann Giddings, Deputy Director of Business Services, Aurora Water / Rachel Allen, Manager of Client Service
Legal Source: Rachel Allen, Manager of Client Services
Outside Speaker: N/A
Date of Change: 10/24/2022

COUNCIL MEETING DATES:

Study Session: 9/19/2022

Regular Meeting: 10/24/2022

ITEM SUMMARY *Continuation on Item summary for item 14 e Water Rate Ordinance are as follows -*

There was an error in the summary for the 2023 proposed rate and fee increase presented to Council at the 9/19/2022 study session and the 10/24/2022 regular meeting. The summary for Council Agenda item 14e on the Regular Meeting stated the proposed average rate increase was 5%. The actual proposed increased that is reflected in the proposed ordinance is an average of 4%. Aurora Water originally had proposed a 5% increase to the Citizens Water Advisory Committee and the Water Policy Committee. After receiving feedback from both committees and others, Aurora Water changed the proposal. The average rate increases to be proposed should have stated 4%. Aurora Water is able to do this by having the fee associated with credit cards transferred from Aurora Water to the customers that are using credit cards as a payment method. Aurora Water provides many other payment methods at very low cost and will continue to cover the cost of multiple other payment methods.

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO SERVICES FOR THE PROVISION OF WATER

WHEREAS, the long term planning financial model that includes capital and operational water needs and the 2023 budget for the Aurora Water Department (“Aurora Water”) has been recently updated; and

WHEREAS, this capital and operational analysis takes into consideration Aurora Water’s expected growth and maintenance costs associated with current water, sewer and storm drainage infrastructure; and

WHEREAS, the recommended rate and fee changes correspond with proposed increases to sewer and water connection fees in the 2023 budget; and

WHEREAS, the recommended rate and fee increases of four percent (4.0%) for water, five percent (5.0%) for sewer, and three and a half percent (3.50%) for stormwater are necessary to ensure Aurora Water’s revenues are sufficient to meet its capital and operational needs; and

WHEREAS, Aurora Water continually monitors its rates and their impacts on current and future commercial and residential customers and seeks to more equitably allocate costs to customers and encourage conservation; and

WHEREAS, Aurora Water’s multi-year phased residential rate structure has the goal of encouraging conservation efforts by higher volume customers while maintaining affordability for lower volume water customers.

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

Section 1. That Section 138-221 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-221. - Service connection fee.

- (a) *Service connection fees.* A service fee shall be charged for each connection to the water system. The connection fee calculation includes the water transmission development fee and all other costs associated with connection to the water system. The service connection fee calculation is the average daily ~~indoor and outdoor~~ **recoverable** usage (gallons per day) multiplied by ~~\$70.38~~ **\$67.03 plus non-recoverable usage (gallons per day) multiplied by \$94.33**. New connections platted before January 1, 2017, may be subject to a credit for the water transmission fee paid. The service connection fee for each customer class is listed below:

- (1) *Single-family detached users.* The service connection fee for a single-family detached user shall be equal to the sum of the fees attributable to indoor and outdoor use of the lot or parcel as follows:
- a. *Indoor fee.* The portion of the fee attributable to indoor use shall be based upon number of bathrooms in the dwelling unit at time the certificate of occupancy for such unit is issued:

Table A. Indoor Fee

Number of Bathrooms	Indoor Use (measured in gallons per day)	Fee
1—2	95.89	\$6,749.00 \$6,427
3—4	154.93	\$10,904.00 \$10,385
5—6	268.49	\$18,897.00 \$17,997

- b. *Outdoor fee.* The portion of the fee attributable to outdoor use shall be based upon the total square footage of the lot or parcel as described in the subdivision plat and shall be determined in accordance with the following calculations:

Properties not subject to City Code section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01638 gallons per square foot
x ~~\$70.38~~ **\$94.33**

Properties subject to City Code section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01160 gallons per square foot x \$94.33

Lots larger than 32,670 square feet may apply for an adjusted lot size calculation based on the non-native areas. The director of city water may approve the adjusted square footage based upon the non-native area in the landscaping plan for the property. The adjusted square footage for purposes of calculating the outdoor fee shall be 32,670 square feet, plus any additional square footage for any non-native area.

The property shall have an annual allocation in gallons that equals:

For properties not subject to City Code section 138-191:

(Indoor use from table A + (the adjusted square footage x 0.01638 x 365))

For properties subject to City Code section 138-191:

(Indoor use from table A + (the adjusted square footage x 0.01160 x 365))

The property owner must agree to the annual allocation pursuant to an allocation agreement that will be recorded on the property. The property owner and each successive owner may apply annually between September 1 and November 30 to the Aurora Water General Manager for an increase to the allocation. Any changes to the allocation shall require an additional payment of the then current outdoor fee based on the increased square footage for the non-native area.

For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed as specified in subsection (a)(6) of this section.

(2) *Single-family attached users.* The service connection fee for a single-family attached user shall be equal to the sum of the fees attributable to indoor and outdoor use of the lot or parcel as follows:

a. *Indoor fee.* The portion of the fee attributable to indoor use shall be ~~\$10,798.00~~ **\$10,284.00** per unit.

b. *Outdoor fee.* Users with common areas not served by a separate irrigation shall be charged an outdoor fee based upon the total square footage of the lot or parcel as described in the subdivision plat and shall be determined in accordance with the following calculation:

For developments not applying City Code section 138-191:

$$\text{Outdoor fee} = \text{Square footage of the lot or parcel} \times 0.01638 \text{ gallons per square foot} \times \del{\$70.38} \text{ **\$94.33**}$$

For developments applying City Code section 138-191:

$$\text{Outdoor fee} = \text{Square footage of the lot or parcel} \times 0.01160 \text{ gallons per square foot} \times \text{**\$94.33**}$$

(3) *Multi-family users.* The service connection fee for a multi-family user shall be ~~\$10,798.00~~ **\$10,284.00** per unit. For any outdoor usage, multi-family users **must utilize** ~~are required~~ a separate irrigation meter and **pay** the connection fee ~~set forth associated~~ **set forth** ~~will be calculated as described~~ in this subsection (a)(3).

(4) *Commercial users.* The service connection fee for a commercial indoor user shall be as follows:

Table B. Service Connection Fee (Indoor Use)

Service Connection Size (Inches)	Fee
5/8 and 3/4	\$24,553.00 \$23,386.00
1	\$43,950.00 \$41,861.00
1 1/2	\$96,493.00

Outdoor use. Commercial users with meters ~~one and one-half inches~~ **one inch** and smaller with landscaped areas not served by a separate irrigation system shall be charged an outdoor fee based upon the total landscaped area in accordance with the irrigation users' connection fee described in this subsection (a)(4).

For a service connection size of ~~two one and one-half inches~~ or greater, the service connection fee for a commercial user shall be a minimum of annual allocation of ~~2,400~~ **1,400** gpd and determined in accordance with the following calculation:

Verified average daily recoverable demand of the commercial user (measured in gallons per day) x ~~\$70.38~~ **\$67.03** + **verified average daily non-recoverable demand use (measured in gallons per day) x \$94.33.**

For purposes of this section, verified average daily demand shall be determined by the water director and shall be based on the number of fixtures and the characteristics of the commercial development.

A property owner requiring a meter size of ~~two one and one-half inches~~ or greater must agree to the annual allocation pursuant to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the water allocation allowance. The property will be subject to the adjusted size capital recovery fee. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See subsection (a)(7) of this section for capital recovery fees.

- (5) *Irrigation users.* The service connection fee for an irrigation user shall be as follows:
- a. For non-water-conserving landscaped common areas, ~~\$3.36~~ **\$4.50** per square foot of landscaped area.
 - b. For water-conserving landscaped common areas, ~~\$1.80~~ **\$2.42** per square foot of landscaped area.

For purposes of this section, whether the landscaping proposed to be installed by the irrigation user qualifies as water-conserving landscaping shall be determined at the sole discretion of the water director in accordance with all applicable provisions of this chapter **138 and chapter 146 (Unified Development Ordinance)** ~~and chapter 146, article 14~~ of the City Code.

- c. A property owner requiring an irrigation meter must agree to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the irrigation allowance. For any year in which the water usage us more than the annual allocation, a capital recovery fee will be assessed. See subsection (a)(7) of this section for capital recovery fees.
- d. Irrigation users with landscaped area that has been approved as a Z zone by the director of Aurora Water can apply for an adjusted size calculation for the designated Z zone irrigation area.

The allocation agreement for an irrigation user with an approved Z zone will have an adjusted annual allocation that only allows for three years of irrigation for plant establishment in the Z zone.

- (6) *Mixed-use users.* The service connection fee for mixed-use users shall be equal to the sum of the service connection fees attributable to each class of use identified in the service connection application.
- (7) *Capital recovery fee.* A capital recovery fee will be assessed monthly for any month in which cumulative water usage exceeds the annual allocation.

Table C. Monthly Capital Recovery Fee

	Recovery Fee for Exceedance of Annual Allocation Occurring Jan 1—Jun 30	Recovery Fee for Exceedance of Annual Allocation Occurring Jul 1—Dec 31
Fee per 1,000 gallons	\$12.55 \$16.80	\$6.27 \$8.40

If a user exceeds the annual allocation prior to July 1, the recovery fee will be ~~\$12.55~~ **\$16.80** per 1,000 gallons through December 31. If the user exceeds the annual allocation after July 1, the monthly recovery fee shall be ~~\$6.27~~ **\$8.40** per 1,000 gallons through December 31. The assessed capital recovery fee will be in addition to Aurora Water regular water rates.

The property owner and each successive property owner may apply annually between September 1 and November 30 to the director for an increase to the allocation. Any changes to the allocation shall require an additional payment to the fee based on the increased usage. The payment will be based on the then current fees.

There shall be no refund of the service connection fee under any circumstances.

(b) *Time of payment.*

- (1) *Non-irrigation users.* Payment of the service connection fee for a residential, commercial, or mixed-use user shall be paid in full prior to application of the building permit. Payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made.
- (2) *Irrigation users.* Payment of the service connection fee for an irrigation user shall be made prior to the issuance of a building permit for the lot or parcel connecting to the water system. An irrigation tap shall be used only for irrigation purposes.

Each irrigation user will be assigned a service address and billing account in the name of the property owner and manager if different from property owner. Any landscape

plans submitted by the irrigation user must be approved by both the water and planning departments prior to the issuance of a building permit. All determinations as to the size and type of irrigation tap required shall be at the sole discretion of the water director, consistent with the provisions of this article. Any such determination involving area demarcations or calculations, or volumetric calculations, shall be made available to the user for inspection, upon request.

- (3) *Prepayment.* The prepayment of service connection fees shall not be permitted under any circumstances.
- (c) *Limitations.* A tap on the water system shall be used for the sole purpose of providing water service to the lot or parcel identified in the service connection application and for which a building permit is issued. If the building permit is canceled or expires at any time prior to the tapping of the water system, the applicant shall be required to submit a new service connection application and pay the service connection fee in effect at the time of such application; provided, however, that a credit for the service connection fees previously paid to the city will be applied toward the fee schedule in effect at the time a new building permit for such lot or parcel is issued.
- (d) *Transfers.* Upon request of the applicant, and in the city manager's sole discretion, the city manager may authorize the application of the service connection fee previously paid for one lot or parcel towards payment of the service connection fee for a substitute property, provided that the applicant is the owner of both lots or parcels or the owner of the lot or parcel for which the service connection fee was originally paid; and provided that the applicant submits to the city a request for the transfer and a written release of any claim to the fee. Such transfer may only occur after the issuance of a building permit for the substitute property. Payment of any deficiency between the amount transferred and the fee in effect at the time the payment is made will be required prior to issuance of a certificate of occupancy. Such transfer may only be approved if the city manager determines that such transfer is consistent with the operational efficiency of the water system. This authorization does not grant authority to reduce, waive, defer, or assume service connection fees.
- (e) *Definitions.* For the purposes of this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Capital recovery fee means a fee paid in addition to the regular water rates for any property granted a reduced connection fee and allocation when the water usage exceeds the agreed upon allocation.

City manager means the city manager of the City; the term "city manager" shall also include such person's designee.

Commercial user means any lot or parcel which contains a building or structure that does not fall within any of the single-family attached, single-family detached, multifamily, or irrigation users as defined in this subsection (e).

Irrigation user means any lot or parcel served by a tap on the water system used for the sole purpose of providing water to operate and maintain a permanent, underground, and automatically-controlled artificial watering system, which system is designed to transport and distribute water to

plant materials on said lot or parcel. A single family attached, single family detached, commercial, or mixed-use user may also be an irrigation user for purposes of this section.

Master metered means any user where one meter serves two or more independent dwelling units.

Mixed-use user means any lot or parcel which contains a building that includes both residential and commercial uses and where customers receive master-metered water service. A mixed-use user will be considered a commercial user for purposes of calculating and billing rates and fees.

Multi-family user means any lot or parcel which contains a building with two or more separate independent dwelling units for permanent occupancy arranged in a stacked configuration where residential customers receive master-metered water service. The term "multi-family user" shall also include any master-metered manufactured housing.

Non-native area(s) means those areas identified as non-native in the landscaping plan for the property.

***Non-Recoverable* means any water used by an Aurora Water customer where the unconsumed portion of the water after such use is not discharged to the sewer system and of which Aurora Water is not able to maintain dominion and control. Examples include but are not limited to irrigation use, cooling towers, and other uses not discharged to the sewer system.**

***Recoverable* means any water used by an Aurora Water customer where the unconsumed portion of the water after such use is discharged to the sewer system and of which Aurora Water is able to maintain dominion and control such that Aurora may use its reusable water to extinction.**

Service connection means the connection of a service line to a city water main which, upon application to and approval by the water director and payment of the appropriate service connection fee, results in water service to the lot or parcel and for the particular user class identified in the application.

Service connection fee means a one-time charge assessed to an applicant to connect into the city's water system, including but not limited to transmission and distribution lines, treatment facilities, and source of supply, to permit water service to the lot or parcel and for the particular user class identified in the application.

Single-family attached user means any lot or parcel which contains two or more dwelling units attached as described in section 146-6.2 of this Code where each dwelling unit receives individually metered water service.

Single-family detached user means any lot or parcel which contains a single dwelling unit in a single building not attached to any other buildings other than those accessory to the dwelling where residential customers receive individually metered water service.

Tap means the physical connection of a service line to a city water main.

Tapping means the act of making a physical connection of a service line to a city water main.

Water director means the director of city water; the term "water director" shall also include such person's designee.

Water system means the municipal water system presently owned and operated and maintained by the city acting by and through its utility enterprise, together with all equipment of and improvements to such water system.

Z zone means landscaped area that incorporates native plants that do not require supplemental watering once the plants are established. All plant material within these areas must be listed in the "no-water" plant list—Z-rated plants, as found in the landscape manual.

- (f) *Determination of user class.* When there is a dispute about the classification of customers within one of the user classes, the decision of the water director shall be final and subject only to judicial review.
- (g) *Meter required.* All single-family detached and attached users shall be individually metered. Unless otherwise authorized by the water director, each building occupied by any multi-family or commercial user shall be separately metered. The landscape area associated with a multi-family user and/or a single-family attached common area must be irrigated through an irrigation meter. Clubhouses, swimming pools, and recreation facilities of a single-family attached or detached user cannot be served by an irrigation meter. Appropriately sized taps will be required to serve these facilities.
- (h) *Installation of meter.* The city shall, as part of its connection service, remuneration for which is to be considered part of the service connection fee, furnish and install the water meter. The applicant for the service connection shall, at his or her sole expense, make the tap, provide and backfill the trench, and provide and install the corporation stop, service line pipe, meter yoke where required, meter pit or vault, curb stop with box, pressure reducing valves where required, and backflow preventer where required, all in accordance with the specifications of the city.
- (i) *Size of service connection.* All service connections larger than three-fourths-inch shall be of uniform size from the tap to the building or structure. The water director shall reserve the right to reevaluate the size of the service connection when any existing building, structure, or development with a tap is remodeled or the existing usage of such building, structure, or development is changed. The water director may require a larger service connection to any building, structure, or development if the water requirements when calculated by the fixture unit method, as specified in chapter 22, article X of this Code, cause the service line velocity to exceed ten feet per second.
- (j) *Stub-out of service line.* If the applicant for a service connection desires to stub-out service line connections from the water main to the property line for the purpose of paving, a permit for stub-out shall be requested.
- (k) *Backflow preventer required.* Wherever, in the opinion of the water director, a reduced pressure backflow preventer is required to eliminate contamination of the public water supply through a specific service connection, such backflow preventer of a type and design approved by the water director shall be furnished and installed by the applicant, at its expense, in accordance with the specifications of the city.
- (l) *Banking of meters prohibited.* Each service line and meter shall supply a specific building. The banking of meters where a particular building or group of buildings may be supplied by two or more meters shall be prohibited, except in unusual circumstances where two meters may be allowed by the water director.

- (m) *Building additions or improvements.* If a building or structure undergoes an addition or improvement in which the current meter size is incapable of servicing the resultant total demand per subsection (i) of this section, the applicant will have the option to either replace the existing meter and service line with the appropriately sized meter and service line or install a separate meter and service line to directly service the addition. It is prohibited to interconnect any two or more meters in any situation.
- (n) *Deferral of service connection fees.* The city council declares that assisting owners of residential properties within the city which are not connected to the water system with the financial burden of making such connections serves the public interest by encouraging the use of a safe and reliable source of potable water by all city residents. Therefore, upon application by the owner of any residential property located within the city which is served by an independent water system permitted by section 138-154, the water director shall defer payment of all service connection fees associated with the connection of such property to the water system. An interest rate of five percent per annum shall be charged on each deferral, with payment of all fees and the interest thereon to occur at such time as title to the property is transferred or five years from the date the deferral is granted, whichever is earlier. Upon request, the owner may enter into an agreement to make monthly payments of fees and interest, upon such terms and conditions as the water director may authorize; provided, however, that the term of such agreement shall not exceed five years from the date the deferral is granted. As security for payment, a lien shall be placed upon the property at the time the deferral is granted. Any failure of the owner to make payment when due shall result in the immediate certification of all unpaid amounts for collection to the treasurer of the county in which such property is located. This subsection shall apply only to those residential properties which have been developed as of January 1, 1995.
- (o) *Wet tap fees.* Fees for taps for distribution line extensions and fees for taps for private fire protection facilities (wet tap fees) shall be set pursuant to section 2-587 of this Code. These fees shall be charged in addition to any applicable service connection fee charged for tapping into the distribution line extension.

Section 2. That Section 138-223 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-223. - Water rates and charges.

- (a) The water availability surcharges will be in addition to the rates described in subsection (a)(2)(a) of this section. The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

- (1) *Monthly service charges.*

Effective January 1, ~~2022~~ 2023

Meter Size (Inches)	Residential, Multifamily and Commercial	Irrigation
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5/8 and 3/4	\$13.00 \$13.51	\$12.43 \$12.91
1 and 1 1/4	\$19.88 \$20.66	\$18.20 \$18.91
1 1/2	\$31.36 \$32.58	\$27.82 \$28.90
2	\$45.14 \$46.90	\$39.37 \$40.91
3	\$81.85 \$85.04	\$70.16 \$72.90
4	\$123.15 \$127.95	\$104.80 \$108.89
6	\$237.90 \$247.18	\$201.04 \$208.88
8	\$486.76 \$505.74	\$316.50 \$328.84

- (2) a. *Metered water rates.* The rate for water used each billing period by each customer class shall be as follows:

Residential
Effective January 1, ~~2022~~ **2023**

Tier 1	0 5,000 gallons, per 1,000	\$5.63
Tier 2	5,001—10,000 gallons, per 1,000	\$5.93 \$6.53
Tier 3	10,001 — 20,000 gallons, per 1,000	\$6.50 \$7.35
Tier 4	20,001 gallons and over, per 1,000	\$10.00 \$11.55

Effective January 1, ~~2022~~ **2023**

	Multifamily	Commercial	Irrigation
Cost per 1,000 gallons used up to 100% of customer's annual block allocation	\$5.92 \$5.98	\$6.11 \$6.29	\$7.46 \$7.68
Cost per 1,000 gallons used greater than 100% of customer's annual block allocation	\$6.51 \$6.58	\$6.72 \$6.92	\$8.21 \$8.46

- b. *Water availability surcharges.* Prior to imposing any water availability surcharges, the city council shall determine the water availability conditions by supplemental

resolution. The water availability surcharges shall be in effect until further action by council.

The water availability surcharges will be in addition to the rates described in subsection (a)(2)(a) of this section. The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

**Surcharges for Residential and Multifamily
With Less Than Five Individual Units
Effective January 1, ~~2022~~2023**

Water Availability Conditions					
Tier	Water availability conditions	Normal	Stage I	Stage II	Stage III
I	Surcharge per 1,000 gallons used up to 5,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
II	Surcharge per 1,000 gallons used for 5,001 to 10,000 gallons	0.00	\$0.91	\$2.72	\$8.21
III	Surcharge per 1,000 gallons used for 10,001 to 20,000 gallons	0.00	\$1.00	\$2.98	\$9.00
IV	Surcharge per 1,000 gallons used for 20,001 gallons and over	0.00	\$1.54	\$4.59	\$13.84

**Surcharges for Multifamily With Five or More Units
Effective January 1, ~~2022~~2023**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$0.91	\$2.72	\$8.20
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	0.00	\$1.00	\$2.99	\$9.01

Surcharges for Commercial
Effective January 1, ~~2022~~ 2023

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$0.94	\$2.80	\$8.46
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.03	\$3.08	\$9.30

Surcharges for Irrigation
Effective January 1, ~~2022~~ 2023

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$1.15	\$3.42	\$15.49
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.26	\$3.77	\$17.05

(b) *Definitions.* For purposes of this section, the following words and phrases shall have the meanings ascribed to them:

- (1) A customer's "annual block allocation" is an individualized annual water budget amount allocated to each commercial, irrigation, and multifamily with five or more units for use in each calendar year. The annual block allocation shall be determined by the projected demand of the commercial, multi-family, irrigation or mixed use user as defined in the city water engineer standards and specifications. Unused allocation amounts will not carry to subsequent years. The director may establish a review or appeal process and pursuant to such review or appeal process may adjust a customer's annual block allocation if the director determines that the customer's current annual block allocation is not appropriate, provided that the director determines the customer is using best water management practices, the customer is not wasting water, and the customer can clearly show water efficiency measures have been implemented.

- (2) The “water management plan” shall refer to the rules and regulations established by the director of water regarding water allocation, usage restrictions, and conservation adopted pursuant to section 2-3.
- (3) The term “residential” shall mean single-family detached, individually metered single-family attached, and multifamily users. The terms single-family detached, single-family attached and multifamily will have the same definitions as in section 138-221.
- (4) The term “multi-family” shall mean multifamily users and existing master metered single-family attached. The terms single-family attached and multifamily will have the same definition as section 138-221.
- (5) “Irrigation users” are those accounts that consume water only for irrigating external lawn areas or areas covered with vegetation.
- (6) The term “commercial” shall mean commercial users as defined in section 138-221.
- (7) “Construction and hydrant water users” are users that obtain water service through a hydrant meter.
- (8) The term "water service" shall mean the retail sale of water and all services attendant thereto by the city to single-family detached, single-family attached, multifamily, commercial, and irrigation users. Water service shall not include the sale or trade of water by the city to a municipal or quasi-municipal water supplier for resale or use by such water supplier in accordance with such terms and conditions as the city council may establish.
- (9) The term "base rate" shall mean the adopted charges for water services described in subsection (a)(2)(a) of this section.

(c) *Private fire protection service.*

Fire Line Tap Size (Inches)	Monthly Service Charge Inside City Effective January 1, 2022 2023
2	\$2.18 \$2.42
3	\$4.77 \$5.28
4	\$8.59 \$9.51
6	\$19.10 \$21.14
8	\$32.74 \$36.24
10	\$51.84 \$57.38
12	\$68.20 \$75.50

- (d) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish water service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish water service outside of the city limits, the city council may establish a rate for furnishing water service, which rate may be one and one-half times the in-

city rate unless other consideration is recommended by the director. Factors the city council will consider establishing such rate include, but are not limited to, water acquisition costs, transportation costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the City. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half times the in-city fee for each tap or tap equivalent which is to receive water from the city unless other consideration is recommended by the director of city water.

- (e) *Nonpotable irrigation water service.* Internal city charges for nonpotable irrigation water services shall be determined by the city manager or designee in accordance with section 2-587.
- (f) *Construction and hydrant water.* The following charges are established for water service furnished through a hydrant meter:
 - (1) *Monthly service charge.* The monthly service meter charge shall be as follows:

Meter Size (Inches)	Monthly Charge Effective January 1, 2022 2023
¾	\$12.13 \$12.62
3	\$76.96 \$80.04

- (2) *Water usage rate.* All water furnished shall be charged at the rate of ~~\$9.80~~ **\$10.19** effective January 1, ~~2022~~ 2023 per 1,000 gallons.
- (g) *Public fire protection service.* An annual fee shall be paid to the water department by the fire department responsible for fire protection service within the limits of the city. The amount of such fee shall be established by the director of water in accordance with the provisions of section 2-587.
- (h) Water service may be provided to customers within city water service area by other service providers when approved by the director of city water by written agreement. The rates paid by these customers will be the rates established by the outside service provider.

Section 3. That Section 138-326 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-326. - Service connection fee.

- (a) A service connection fee for the privilege of tapping or connecting to the sanitary sewer system of the city and includes a sewer interceptor development fee for extension of sewer interceptor facilities is established and imposed, which fee shall be payable as follows:
 - (1) Multifamily single-family attached, single-family detached, and commercial users shall be charged a service connection fee in accordance with the following schedule:

Applicable to fees paid on or after January 1, ~~2022~~ 2023:

	Single-Family Detached	Single-Family Attached	Multifamily
Service Connection Fee	\$3,490.00 \$3,710.00	\$1,920.00 \$2,041.00 per unit	\$1,780.00 \$1,892.00 per unit

Water Tap Size Inches	Commercial Service Connection Fee
¾	\$6,980.00 \$7,420.00
1	16,752.00 \$17,808.00
1½	38,390.00 \$40,810.00
2	69,800.00 \$74,200.00
3	150,070.00 \$159,530.00
4	300,140.00 \$319,060.00
6 and larger	*

* Service connection fees for non-single family units shall have the single family residential equivalent determined through the size of the meter serving the building and as specified by the estimated quantities of flow (Q), bacterial oxygen demand (BOD), suspended solids (SS) and total Kjeldahl nitrogen (TKN) discharged to the system per the metro wastewater reclamation district rules and regulations.

- (2) Whenever, with regard to any real property for which a sanitary sewer service connection fee has been paid to the city, a water meter is replaced by the installation of a larger water meter, an additional fee shall be payable. Said fee shall be calculated by subtracting the amount of the current sanitary sewer service connection fee based on the size of the replaced water meter from the amount of the current sanitary sewer service connection fee based on the size of the replacement water meter. No alteration in or expansion of the use of any real property for which property a sanitary sewer service connection fee has been paid to the city shall necessitate the payment of an additional or new sanitary sewer service connection fee, unless such alteration or expansion requires the installation of a larger water meter.
- (3) Any aggrieved commercial or industrial user may present facts regarding the use of their property which demonstrate the lack of a reasonable correlation between the size of their water tap and their demands upon the sewer system. Such facts shall be presented to the director of water, who may reduce the amount of the service connection fee payable under this section in order to mitigate those situations that would otherwise result in gross unfairness. An informal hearing may be held for the purpose of appealing the decision of the director of water to the city manager or designee, who shall render a decision based

upon the standard of mitigating those situations that would otherwise result in gross unfairness, and whose decision is final.

- (4) Whenever a contract is approved for the acceptance of sanitary sewer discharge from sources arising outside of the city limits, such contract, in addition to the regular service connection fee, shall also contain a provision for the payment to the city of not less than 15 percent of the current service connection fee of the city for each tap added to the system generating sewage flows outside of the city after the execution of the agreement.
 - (5) For purposes of this section, the following terms shall have the same meaning ascribed to them as in section 138-221: "single-family detached," "single-family attached," "multifamily," "commercial," and "industrial" user. For purposes of this section, the term "water tap" shall not include irrigation water taps.
- (b) Payment of the service connection fee shall be paid in full prior to application for a building permit. Payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made. If the building permit is canceled or expires, credit for the service connection fees already paid to the city will be applied toward the fee schedule in effect at the time the new building permit is issued. Upon request of the service connection applicant, the Aurora Water director may authorize the application of funds previously paid for service connection fees for one property to service connection fees for a substitute property, provided that either properties have the same ownership or the owner of the property where the credit was originally applied provides to the city a request for the transfer and a written release of any claim to the previously paid funds. Such transfer may only occur after the issuance of a building permit for the substitute property. Payment of any deficiency between the transferred funds amount and the fee amount in effect at the time the payment is made will be required prior to issuance of a certificate of occupancy. Such transfer may only be approved when the city manager, in consultation with Aurora Water, determines that such transfer is consistent with the operational efficiency of the utility system. This authorization does not grant authority to reduce, waive, defer, or assume water service connection fees.

Section 4. That Section 138-327 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-327. - Sewer rates.

- (a) There is levied and assessed upon each lot, parcel of land, building or premises situated within the city limits which is connected to the city sanitary sewer system a charge as follows:
 - (1) All users, except metered irrigation users shall be assessed, monthly, a service charge and a volume charge as follows:
 - a. The monthly service charge shall be based upon the size of the water meter servicing the user. This charge shall be assessed as follows:

Meter Size (Inches)	Monthly Service Charge Inside City Effective January 1, 2022 2023
5/8 and 3/4	\$4.45 \$4.68

1 and 1¼	11.14 \$11.70
1½	22.28 \$23.39
2	35.65 \$37.43
3	77.98 \$81.88
4	222.81 \$233.95
6 and 8	445.62 \$467.90

b. The monthly volume charge shall be calculated as follows:

1. The volume charge shall be assessed at the rate of ~~\$4.10~~ **\$4.30** effective January 1, ~~2022~~ **2023**, per 1,000 gallons of wastewater discharged into the city sanitary sewer system by the user. This charge shall be based upon the user's average monthly water consumption computed from meter readings taken during the winter period. For purposes of this section, the term "winter period" and the method of computing average monthly water consumption shall be defined in rules and regulations promulgated by the director of water.

- (b) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish sewer service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish sewer service outside of the city limits, the city council may establish a rate for furnishing sewer service, which rate may be not less than one and one-half times the in-city rate. Factors the city council will consider establishing such rate include, but are not limited to, system collection costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the city. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half times the in-city fee for each tap or tap equivalent which is to receive water from the city unless the director recommends other consideration.

Section 5. That Section 138-397 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-397. - Monthly usage rate.

- (a) There is imposed on each and every lot or parcel of land within the city a monthly usage rate for storm drainage service. This rate shall be used to pay for the operation, maintenance, improvement and replacement of drainage facilities.
- (b) The basis for computing the amount of the monthly usage rate shall be the extent of the use, as determined by the city, which each lot or parcel of land within the city makes of drainage facilities, together with the amount of stormwater runoff from such lot or parcel, including the normal stormwater runoff of such lot or parcel in an undeveloped condition.

- (1) The monthly usage rate will not be levied or assessed upon undeveloped land which has been left in its natural state.
- (2) The monthly usage rate for land which has been altered from the natural state shall be as follows:
 - a. Single-family detached and individually metered single-family attached users shall be assessed a monthly usage rate in the amount of ~~\$10.83~~ **\$11.21** effective January 1, ~~2022~~ **2023**, per dwelling.
 - b. Multifamily and master metered single-family attached users shall be assessed a monthly usage rate in the amount of ~~\$10.83~~ **\$11.21** for the first unit served under a billing account, plus ~~\$8.53~~ **\$8.83** for each additional unit or space occupied or intended for occupancy (effective January 1, ~~2022~~ **2023**).
 - c. Commercial users shall be assessed a monthly usage rate in the amount of ~~\$10.83~~ **\$11.21** (effective January 1, ~~2022~~ **2023**) for the first 2,500 square feet of impervious area. A rate in the amount of ~~\$8.53~~ **\$8.83** will be assessed (effective January 1, ~~2022~~ **2023**) for each additional 2,500 square feet of impervious area. The total impervious area will be adjusted based on a ratio of the parcel's percentage of impervious area to total area of the parcel. That ratio will fall into one of the four blocks in the chart below under parcel percentage impervious. The block will determine the percentage of impervious area included in the rate calculation also shown in the chart below. The final assessed rate will be the total impervious area multiplied by the percentage of impervious area included from chart divided by 2,500 square feet.

Parcel's Percentage of Impervious Area	Percentage of Impervious Area that is Included in the Rate Calculation
0% to 30%	10%
31% to 60%	30%
61% to 90%	66%
91% to 100%	100%

Section 6. The effective date of the changes to Sections 138-221, 138-223, 138-326, 138-327, and 138-397 as set forth herein shall be January 1, 2023.

Section 7. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. The Mayor and City Clerk are hereby authorized to execute the ordinance in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 9. 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 10. Repealer. All orders, resolutions, or ordinances 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 _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 Ian J Best ^{RLA}

IAN BEST, Assistant City Attorney

Water Policy Committee (WPC) Meeting
July 20, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within is the school districts are a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X

Steve Sundberg
Chair, Water Policy Committee



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration of the City Council of the City of Aurora to APPROVE AN ORDINANCE amending certain sections of Chapter 138 of the City Code of the City of Aurora relating to services for the provision of water.

Item Initiator: Jo Ann Giddings, Deputy Director of Business Services, Aurora Water

Staff Source/Legal Source: Jo Ann Giddings, Deputy Director of Business Services, Aurora Water / Rachel Allen, Manager of Client Services

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 9/19/2022

Regular Meeting: 10/24/2022

ITEM DETAILS:

CONSIDERATION OF THE CITY COUNCIL OF THE CITY OF AURORA TO APPROVE AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA RELATING TO SERVICES FOR THE PROVISION OF WATER

Jo Ann Giddings, Deputy Director of Business Services, Aurora Water / Rachel Allen, Manager of Client Services, City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/20/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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 July 20, 2022, The Water Policy Committee supported moving the introduction of an Ordinance amending certain sections of Chapter 138 of the City Code of the City of Aurora relating to services for the provision of water forward to Regular Council meeting.

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

Aurora Water's Financial Administration Division continually monitors and evaluates our fees and rates for adequacy to fund our capital and operating needs in the water, sanitary sewer, and storm drainage systems. Aurora Water understands the impact rate increases have to customers and therefore have a policy, whenever possible, to have small incremental rate increases as opposed to having infrequent large rate increases.

The planned capital improvements needs for operations and maintenance of the system require an average 5% increase in water revenues for the 2023 budget. The increase by customer class will vary with single family revenues to increase by 7.0%, multi-family 1.6%, irrigation accounts 4%, commercial accounts 4.0%, hydrant accounts 5.0% and fire protection accounts 10.7%. The financial plan also projects annual average 4% increases starting 2024. These future increases are reviewed annually, and increases are requested through the budget process.

The sewer rates are adjusted based on Aurora's cost for sewer infrastructure maintenance and operations and the costs passed through from Metro Water Recovery for the treatment process. A proposed 4% increase is included in the 2023 budget based on the financial plan. A 4% annual rate increase is projected in future years as well.

A rate increase of 3.5% for stormwater is also proposed in the 2023 budget. Currently Aurora Water financial planning projects the need for a 3.5% increase in 2025 and 2027. Future rates are reviewed annually and proposed when needed through the budget process.

Water and sewer connection fees were originally proposed to increase as part of the phase-in plan to incorporate the water and sewer master plan costs that were developed in 2017 and 2018 respectively. The Water fee is higher than what was projected in prior years due to new information incorporated into the fee. Based on the construction cost index for the Denver area as reported in the ENR publication, an additional inflationary adjustment of 9.7% was added resulting in the higher proposed fee. Aurora Water is seeing significantly higher costs in pretty much all categories affecting capital projects and operations (materials, labor, fuel, chemicals, utilities, etc.). The proposed fee increase will vary for Water based on the type of development and water use. The proposed fee increase is 6.4% for Sewer and 0% increase in Stormwater.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora APPROVE AN ORDINANCE amending certain sections of Chapter 138 of the City Code of the City of Aurora relating to services for the provision of water?

LEGAL COMMENTS

City Charter Section 12-3 authorizes the City Council to establish, by ordinance, rates, rules, regulations, and extension policies, for services provided by city-owned utilities. (Best)

PUBLIC FINANCIAL IMPACT

YES

NO

If yes, explain:

The 4% water revenue increase will generate approximately \$4.85 million in additional utility sales revenue in the water fund. The change in the water connection fee will be revenue neutral and will not generate additional additional development revenues in the water fund.

The 5% sewer revenue increase will generate approximately \$2.3 million in additional utility sale revenue in the wastewater fund. The 6.3% will generate approximately \$400,000 in additional development revenue in the wastewater fund.

The 3.5% stormwater revenue increase will generate approximately \$885 thousand in additional stormwater utility in the wastewater fund.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO SERVICES FOR THE PROVISION OF WATER

WHEREAS, the long term planning financial model that includes capital and operational water needs and the 2023 budget for the Aurora Water Department (“Aurora Water”) has been recently updated; and

WHEREAS, this capital and operational analysis takes into consideration Aurora Water’s expected growth and maintenance costs associated with current water, sewer and storm drainage infrastructure; and

WHEREAS, the recommended rate and fee changes correspond with proposed increases to sewer and water connection fees in the 2023 budget; and

WHEREAS, the recommended rate and fee increases of four percent (4.0%) for water, five percent (5.0%) for sewer, and three and a half percent (3.50%) for stormwater are necessary to ensure Aurora Water’s revenues are sufficient to meet its capital and operational needs; and

WHEREAS, Aurora Water continually monitors its rates and their impacts on current and future commercial and residential customers and seeks to more equitably allocate costs to customers and encourage conservation; and

WHEREAS, Aurora Water’s multi-year phased residential rate structure has the goal of encouraging conservation efforts by higher volume customers while maintaining affordability for lower volume water customers.

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

Section 1. That Section 138-221 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-221. - Service connection fee.

- (a) *Service connection fees.* A service fee shall be charged for each connection to the water system. The connection fee calculation includes the water transmission development fee and all other costs associated with connection to the water system. The service connection fee calculation is the average daily ~~indoor and outdoor~~ **recoverable** usage (gallons per day) multiplied by ~~\$70.38~~ **\$67.03 plus non-recoverable usage (gallons per day) multiplied by \$94.33**. New connections platted before January 1, 2017, may be subject to a credit for the water transmission fee paid. The service connection fee for each customer class is listed below:

- (1) *Single-family detached users.* The service connection fee for a single-family detached user shall be equal to the sum of the fees attributable to indoor and outdoor use of the lot or parcel as follows:
- a. *Indoor fee.* The portion of the fee attributable to indoor use shall be based upon number of bathrooms in the dwelling unit at time the certificate of occupancy for such unit is issued:

Table A. Indoor Fee

Number of Bathrooms	Indoor Use (measured in gallons per day)	Fee
1—2	95.89	\$6,749.00 \$6,427
3—4	154.93	\$10,904.00 \$10,385
5—6	268.49	\$18,897.00 \$17,997

- b. *Outdoor fee.* The portion of the fee attributable to outdoor use shall be based upon the total square footage of the lot or parcel as described in the subdivision plat and shall be determined in accordance with the following calculations:

Properties not subject to City Code section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01638 gallons per square foot
x ~~\$70.38~~ **\$94.33**

Properties subject to City Code section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01160 gallons per square foot x \$94.33

Lots larger than 32,670 square feet may apply for an adjusted lot size calculation based on the non-native areas. The director of city water may approve the adjusted square footage based upon the non-native area in the landscaping plan for the property. The adjusted square footage for purposes of calculating the outdoor fee shall be 32,670 square feet, plus any additional square footage for any non-native area.

The property shall have an annual allocation in gallons that equals:

For properties not subject to City Code section 138-191:

(Indoor use from table A + (the adjusted square footage x 0.01638 x 365))

For properties subject to City Code section 138-191:

(Indoor use from table A + (the adjusted square footage x 0.01160 x 365))

The property owner must agree to the annual allocation pursuant to an allocation agreement that will be recorded on the property. The property owner and each successive owner may apply annually between September 1 and November 30 to the Aurora Water General Manager for an increase to the allocation. Any changes to the allocation shall require an additional payment of the then current outdoor fee based on the increased square footage for the non-native area.

For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed as specified in subsection (a)(6) of this section.

(2) *Single-family attached users.* The service connection fee for a single-family attached user shall be equal to the sum of the fees attributable to indoor and outdoor use of the lot or parcel as follows:

- a. *Indoor fee.* The portion of the fee attributable to indoor use shall be ~~\$10,798.00~~ **\$10,284.00** per unit.
- b. *Outdoor fee.* Users with common areas not served by a separate irrigation shall be charged an outdoor fee based upon the total square footage of the lot or parcel as described in the subdivision plat and shall be determined in accordance with the following calculation:

For developments not applying City Code section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01638 gallons per square foot x ~~\$70.38~~ **\$94.33**

For developments applying City Code section 138-191:

Outdoor fee = Square footage of the lot or parcel x 0.01160 gallons per square foot x \$94.33

(3) *Multi-family users.* The service connection fee for a multi-family user shall be ~~\$10,798.00~~ **\$10,284.00** per unit. For any outdoor usage, multi-family users **must utilize are required** a separate irrigation meter and **pay the connection fee set forth associated will be calculated as described** in this subsection (a)(3).

(4) *Commercial users.* The service connection fee for a commercial indoor user shall be as follows:

Table B. Service Connection Fee (Indoor Use)

Service Connection Size (Inches)	Fee
5/8 and 3/4	\$24,553.00 \$23,386.00
1	\$43,950.00 \$41,861.00
1 1/2	\$96,493.00

Outdoor use. Commercial users with meters ~~one and one-half inches~~ **one inch** and smaller with landscaped areas not served by a separate irrigation system shall be charged an outdoor fee based upon the total landscaped area in accordance with the irrigation users' connection fee described in this subsection (a)(4).

For a service connection size of ~~two one and one-half inches~~ or greater, the service connection fee for a commercial user shall be a minimum of annual allocation of ~~2,400~~ **1,400** gpd and determined in accordance with the following calculation:

Verified average daily recoverable demand of the commercial user (measured in gallons per day) x ~~\$70.38~~ **\$67.03** + **verified average daily non-recoverable demand use (measured in gallons per day) x \$94.33.**

For purposes of this section, verified average daily demand shall be determined by the water director and shall be based on the number of fixtures and the characteristics of the commercial development.

A property owner requiring a meter size of ~~two one and one-half inches~~ or greater must agree to the annual allocation pursuant to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the water allocation allowance. The property will be subject to the adjusted size capital recovery fee. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See subsection (a)(7) of this section for capital recovery fees.

- (5) *Irrigation users.* The service connection fee for an irrigation user shall be as follows:
- a. For non-water-conserving landscaped common areas, ~~\$3.36~~ **\$4.50** per square foot of landscaped area.
 - b. For water-conserving landscaped common areas, ~~\$1.80~~ **\$2.42** per square foot of landscaped area.

For purposes of this section, whether the landscaping proposed to be installed by the irrigation user qualifies as water-conserving landscaping shall be determined at the sole discretion of the water director in accordance with all applicable provisions of this chapter **138 and chapter 146 (Unified Development Ordinance)** ~~and chapter 146, article 14~~ of the City Code.

- c. A property owner requiring an irrigation meter must agree to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the irrigation allowance. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See subsection (a)(7) of this section for capital recovery fees.
- d. Irrigation users with landscaped area that has been approved as a Z zone by the director of Aurora Water can apply for an adjusted size calculation for the designated Z zone irrigation area.

The allocation agreement for an irrigation user with an approved Z zone will have an adjusted annual allocation that only allows for three years of irrigation for plant establishment in the Z zone.

- (6) *Mixed-use users.* The service connection fee for mixed-use users shall be equal to the sum of the service connection fees attributable to each class of use identified in the service connection application.
- (7) *Capital recovery fee.* A capital recovery fee will be assessed monthly for any month in which cumulative water usage exceeds the annual allocation.

Table C. Monthly Capital Recovery Fee

	Recovery Fee for Exceedance of Annual Allocation Occurring Jan 1—Jun 30	Recovery Fee for Exceedance of Annual Allocation Occurring Jul 1—Dec 31
Fee per 1,000 gallons	\$12.55 \$16.80	\$6.27 \$8.40

If a user exceeds the annual allocation prior to July 1, the recovery fee will be ~~\$12.55~~ **\$16.80** per 1,000 gallons through December 31. If the user exceeds the annual allocation after July 1, the monthly recovery fee shall be ~~\$6.27~~ **\$8.40** per 1,000 gallons through December 31. The assessed capital recovery fee will be in addition to Aurora Water regular water rates.

The property owner and each successive property owner may apply annually between September 1 and November 30 to the director for an increase to the allocation. Any changes to the allocation shall require an additional payment to the fee based on the increased usage. The payment will be based on the then current fees.

There shall be no refund of the service connection fee under any circumstances.

(b) *Time of payment.*

- (1) *Non-irrigation users.* Payment of the service connection fee for a residential, commercial, or mixed-use user shall be paid in full prior to application of the building permit. Payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made.
- (2) *Irrigation users.* Payment of the service connection fee for an irrigation user shall be made prior to the issuance of a building permit for the lot or parcel connecting to the water system. An irrigation tap shall be used only for irrigation purposes.

Each irrigation user will be assigned a service address and billing account in the name of the property owner and manager if different from property owner. Any landscape

plans submitted by the irrigation user must be approved by both the water and planning departments prior to the issuance of a building permit. All determinations as to the size and type of irrigation tap required shall be at the sole discretion of the water director, consistent with the provisions of this article. Any such determination involving area demarcations or calculations, or volumetric calculations, shall be made available to the user for inspection, upon request.

- (3) *Prepayment.* The prepayment of service connection fees shall not be permitted under any circumstances.
- (c) *Limitations.* A tap on the water system shall be used for the sole purpose of providing water service to the lot or parcel identified in the service connection application and for which a building permit is issued. If the building permit is canceled or expires at any time prior to the tapping of the water system, the applicant shall be required to submit a new service connection application and pay the service connection fee in effect at the time of such application; provided, however, that a credit for the service connection fees previously paid to the city will be applied toward the fee schedule in effect at the time a new building permit for such lot or parcel is issued.
- (d) *Transfers.* Upon request of the applicant, and in the city manager's sole discretion, the city manager may authorize the application of the service connection fee previously paid for one lot or parcel towards payment of the service connection fee for a substitute property, provided that the applicant is the owner of both lots or parcels or the owner of the lot or parcel for which the service connection fee was originally paid; and provided that the applicant submits to the city a request for the transfer and a written release of any claim to the fee. Such transfer may only occur after the issuance of a building permit for the substitute property. Payment of any deficiency between the amount transferred and the fee in effect at the time the payment is made will be required prior to issuance of a certificate of occupancy. Such transfer may only be approved if the city manager determines that such transfer is consistent with the operational efficiency of the water system. This authorization does not grant authority to reduce, waive, defer, or assume service connection fees.
- (e) *Definitions.* For the purposes of this section, the following words and phrases shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Capital recovery fee means a fee paid in addition to the regular water rates for any property granted a reduced connection fee and allocation when the water usage exceeds the agreed upon allocation.

City manager means the city manager of the City; the term "city manager" shall also include such person's designee.

Commercial user means any lot or parcel which contains a building or structure that does not fall within any of the single-family attached, single-family detached, multifamily, or irrigation users as defined in this subsection (e).

Irrigation user means any lot or parcel served by a tap on the water system used for the sole purpose of providing water to operate and maintain a permanent, underground, and automatically-controlled artificial watering system, which system is designed to transport and distribute water to

plant materials on said lot or parcel. A single family attached, single family detached, commercial, or mixed-use user may also be an irrigation user for purposes of this section.

Master metered means any user where one meter serves two or more independent dwelling units.

Mixed-use user means any lot or parcel which contains a building that includes both residential and commercial uses and where customers receive master-metered water service. A mixed-use user will be considered a commercial user for purposes of calculating and billing rates and fees.

Multi-family user means any lot or parcel which contains a building with two or more separate independent dwelling units for permanent occupancy arranged in a stacked configuration where residential customers receive master-metered water service. The term "multi-family user" shall also include any master-metered manufactured housing.

Non-native area(s) means those areas identified as non-native in the landscaping plan for the property.

***Non-Recoverable* means any water used by an Aurora Water customer where the unconsumed portion of the water after such use is not discharged to the sewer system and of which Aurora Water is not able to maintain dominion and control. Examples include but are not limited to irrigation use, cooling towers, and other uses not discharged to the sewer system.**

***Recoverable* means any water used by an Aurora Water customer where the unconsumed portion of the water after such use is discharged to the sewer system and of which Aurora Water is able to maintain dominion and control such that Aurora may use its reusable water to extinction.**

Service connection means the connection of a service line to a city water main which, upon application to and approval by the water director and payment of the appropriate service connection fee, results in water service to the lot or parcel and for the particular user class identified in the application.

Service connection fee means a one-time charge assessed to an applicant to connect into the city's water system, including but not limited to transmission and distribution lines, treatment facilities, and source of supply, to permit water service to the lot or parcel and for the particular user class identified in the application.

Single-family attached user means any lot or parcel which contains two or more dwelling units attached as described in section 146-6.2 of this Code where each dwelling unit receives individually metered water service.

Single-family detached user means any lot or parcel which contains a single dwelling unit in a single building not attached to any other buildings other than those accessory to the dwelling where residential customers receive individually metered water service.

Tap means the physical connection of a service line to a city water main.

Tapping means the act of making a physical connection of a service line to a city water main.

Water director means the director of city water; the term "water director" shall also include such person's designee.

Water system means the municipal water system presently owned and operated and maintained by the city acting by and through its utility enterprise, together with all equipment of and improvements to such water system.

Z zone means landscaped area that incorporates native plants that do not require supplemental watering once the plants are established. All plant material within these areas must be listed in the "no-water" plant list—Z-rated plants, as found in the landscape manual.

- (f) *Determination of user class.* When there is a dispute about the classification of customers within one of the user classes, the decision of the water director shall be final and subject only to judicial review.
- (g) *Meter required.* All single-family detached and attached users shall be individually metered. Unless otherwise authorized by the water director, each building occupied by any multi-family or commercial user shall be separately metered. The landscape area associated with a multi-family user and/or a single-family attached common area must be irrigated through an irrigation meter. Clubhouses, swimming pools, and recreation facilities of a single-family attached or detached user cannot be served by an irrigation meter. Appropriately sized taps will be required to serve these facilities.
- (h) *Installation of meter.* The city shall, as part of its connection service, remuneration for which is to be considered part of the service connection fee, furnish and install the water meter. The applicant for the service connection shall, at his or her sole expense, make the tap, provide and backfill the trench, and provide and install the corporation stop, service line pipe, meter yoke where required, meter pit or vault, curb stop with box, pressure reducing valves where required, and backflow preventer where required, all in accordance with the specifications of the city.
- (i) *Size of service connection.* All service connections larger than three-fourths-inch shall be of uniform size from the tap to the building or structure. The water director shall reserve the right to reevaluate the size of the service connection when any existing building, structure, or development with a tap is remodeled or the existing usage of such building, structure, or development is changed. The water director may require a larger service connection to any building, structure, or development if the water requirements when calculated by the fixture unit method, as specified in chapter 22, article X of this Code, cause the service line velocity to exceed ten feet per second.
- (j) *Stub-out of service line.* If the applicant for a service connection desires to stub-out service line connections from the water main to the property line for the purpose of paving, a permit for stub-out shall be requested.
- (k) *Backflow preventer required.* Wherever, in the opinion of the water director, a reduced pressure backflow preventer is required to eliminate contamination of the public water supply through a specific service connection, such backflow preventer of a type and design approved by the water director shall be furnished and installed by the applicant, at its expense, in accordance with the specifications of the city.
- (l) *Banking of meters prohibited.* Each service line and meter shall supply a specific building. The banking of meters where a particular building or group of buildings may be supplied by two or more meters shall be prohibited, except in unusual circumstances where two meters may be allowed by the water director.

- (m) *Building additions or improvements.* If a building or structure undergoes an addition or improvement in which the current meter size is incapable of servicing the resultant total demand per subsection (i) of this section, the applicant will have the option to either replace the existing meter and service line with the appropriately sized meter and service line or install a separate meter and service line to directly service the addition. It is prohibited to interconnect any two or more meters in any situation.
- (n) *Deferral of service connection fees.* The city council declares that assisting owners of residential properties within the city which are not connected to the water system with the financial burden of making such connections serves the public interest by encouraging the use of a safe and reliable source of potable water by all city residents. Therefore, upon application by the owner of any residential property located within the city which is served by an independent water system permitted by section 138-154, the water director shall defer payment of all service connection fees associated with the connection of such property to the water system. An interest rate of five percent per annum shall be charged on each deferral, with payment of all fees and the interest thereon to occur at such time as title to the property is transferred or five years from the date the deferral is granted, whichever is earlier. Upon request, the owner may enter into an agreement to make monthly payments of fees and interest, upon such terms and conditions as the water director may authorize; provided, however, that the term of such agreement shall not exceed five years from the date the deferral is granted. As security for payment, a lien shall be placed upon the property at the time the deferral is granted. Any failure of the owner to make payment when due shall result in the immediate certification of all unpaid amounts for collection to the treasurer of the county in which such property is located. This subsection shall apply only to those residential properties which have been developed as of January 1, 1995.
- (o) *Wet tap fees.* Fees for taps for distribution line extensions and fees for taps for private fire protection facilities (wet tap fees) shall be set pursuant to section 2-587 of this Code. These fees shall be charged in addition to any applicable service connection fee charged for tapping into the distribution line extension.

Section 2. That Section 138-223 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-223. - Water rates and charges.

- (a) The water availability surcharges will be in addition to the rates described in subsection (a)(2)(a) of this section. The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

- (1) *Monthly service charges.*

Effective January 1, ~~2022~~ 2023

Meter Size (Inches)	Residential, Multifamily and Commercial	Irrigation
---------------------	---	------------

5/8 and 3/4	\$13.00 \$13.51	\$12.43 \$12.91
1 and 1 1/4	\$19.88 \$20.66	\$18.20 \$18.91
1 1/2	\$31.36 \$32.58	\$27.82 \$28.90
2	\$45.14 \$46.90	\$39.37 \$40.91
3	\$81.85 \$85.04	\$70.16 \$72.90
4	\$123.15 \$127.95	\$104.80 \$108.89
6	\$237.90 \$247.18	\$201.04 \$208.88
8	\$486.76 \$505.74	\$316.50 \$328.84

- (2) a. *Metered water rates.* The rate for water used each billing period by each customer class shall be as follows:

Residential
Effective January 1, ~~2022~~ **2023**

Tier 1	0 5,000 gallons, per 1,000	\$5.63
Tier 2	5,001—10,000 gallons, per 1,000	\$5.93 \$6.53
Tier 3	10,001 — 20,000 gallons, per 1,000	\$6.50 \$7.35
Tier 4	20,001 gallons and over, per 1,000	\$10.00 \$11.55

Effective January 1, ~~2022~~ **2023**

	Multifamily	Commercial	Irrigation
Cost per 1,000 gallons used up to 100% of customer's annual block allocation	\$5.92 \$5.98	\$6.11 \$6.29	\$7.46 \$7.68
Cost per 1,000 gallons used greater than 100% of customer's annual block allocation	\$6.51 \$6.58	\$6.72 \$6.92	\$8.21 \$8.46

- b. *Water availability surcharges.* Prior to imposing any water availability surcharges, the city council shall determine the water availability conditions by supplemental

resolution. The water availability surcharges shall be in effect until further action by council.

The water availability surcharges will be in addition to the rates described in subsection (a)(2)(a) of this section. The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

**Surcharges for Residential and Multifamily
With Less Than Five Individual Units
Effective January 1, ~~2022~~2023**

Water Availability Conditions					
Tier	Water availability conditions	Normal	Stage I	Stage II	Stage III
I	Surcharge per 1,000 gallons used up to 5,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
II	Surcharge per 1,000 gallons used for 5,001 to 10,000 gallons	0.00	\$0.91	\$2.72	\$8.21
III	Surcharge per 1,000 gallons used for 10,001 to 20,000 gallons	0.00	\$1.00	\$2.98	\$9.00
IV	Surcharge per 1,000 gallons used for 20,001 gallons and over	0.00	\$1.54	\$4.59	\$13.84

**Surcharges for Multifamily With Five or More Units
Effective January 1, ~~2022~~2023**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$0.91	\$2.72	\$8.20
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	0.00	\$1.00	\$2.99	\$9.01

Surcharges for Commercial
Effective January 1, ~~2022~~ 2023

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$0.94	\$2.80	\$8.46
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.03	\$3.08	\$9.30

Surcharges for Irrigation
Effective January 1, ~~2022~~ 2023

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$1.15	\$3.42	\$15.49
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.26	\$3.77	\$17.05

(b) *Definitions.* For purposes of this section, the following words and phrases shall have the meanings ascribed to them:

- (1) A customer's "annual block allocation" is an individualized annual water budget amount allocated to each commercial, irrigation, and multifamily with five or more units for use in each calendar year. The annual block allocation shall be determined by the projected demand of the commercial, multi-family, irrigation or mixed use user as defined in the city water engineer standards and specifications. Unused allocation amounts will not carry to subsequent years. The director may establish a review or appeal process and pursuant to such review or appeal process may adjust a customer's annual block allocation if the director determines that the customer's current annual block allocation is not appropriate, provided that the director determines the customer is using best water management practices, the customer is not wasting water, and the customer can clearly show water efficiency measures have been implemented.

- (2) The “water management plan” shall refer to the rules and regulations established by the director of water regarding water allocation, usage restrictions, and conservation adopted pursuant to section 2-3.
- (3) The term “residential” shall mean single-family detached, individually metered single-family attached, and multifamily users. The terms single-family detached, single-family attached and multifamily will have the same definitions as in section 138-221.
- (4) The term “multi-family” shall mean multifamily users and existing master metered single-family attached. The terms single-family attached and multifamily will have the same definition as section 138-221.
- (5) “Irrigation users” are those accounts that consume water only for irrigating external lawn areas or areas covered with vegetation.
- (6) The term “commercial” shall mean commercial users as defined in section 138-221.
- (7) “Construction and hydrant water users” are users that obtain water service through a hydrant meter.
- (8) The term "water service" shall mean the retail sale of water and all services attendant thereto by the city to single-family detached, single-family attached, multifamily, commercial, and irrigation users. Water service shall not include the sale or trade of water by the city to a municipal or quasi-municipal water supplier for resale or use by such water supplier in accordance with such terms and conditions as the city council may establish.
- (9) The term "base rate" shall mean the adopted charges for water services described in subsection (a)(2)(a) of this section.

(c) *Private fire protection service.*

Fire Line Tap Size (Inches)	Monthly Service Charge Inside City Effective January 1, 2022 2023
2	\$2.18 \$2.42
3	\$4.77 \$5.28
4	\$8.59 \$9.51
6	\$19.10 \$21.14
8	\$32.74 \$36.24
10	\$51.84 \$57.38
12	\$68.20 \$75.50

- (d) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish water service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish water service outside of the city limits, the city council may establish a rate for furnishing water service, which rate may be one and one-half times the in-

city rate unless other consideration is recommended by the director. Factors the city council will consider establishing such rate include, but are not limited to, water acquisition costs, transportation costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the City. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half times the in-city fee for each tap or tap equivalent which is to receive water from the city unless other consideration is recommended by the director of city water.

- (e) *Nonpotable irrigation water service.* Internal city charges for nonpotable irrigation water services shall be determined by the city manager or designee in accordance with section 2-587.
- (f) *Construction and hydrant water.* The following charges are established for water service furnished through a hydrant meter:
 - (1) *Monthly service charge.* The monthly service meter charge shall be as follows:

Meter Size (Inches)	Monthly Charge Effective January 1, 2022 2023
¾	\$12.13 \$12.62
3	\$76.96 \$80.04

- (2) *Water usage rate.* All water furnished shall be charged at the rate of ~~\$9.80~~ **\$10.19** effective January 1, ~~2022~~ 2023 per 1,000 gallons.
- (g) *Public fire protection service.* An annual fee shall be paid to the water department by the fire department responsible for fire protection service within the limits of the city. The amount of such fee shall be established by the director of water in accordance with the provisions of section 2-587.
- (h) Water service may be provided to customers within city water service area by other service providers when approved by the director of city water by written agreement. The rates paid by these customers will be the rates established by the outside service provider.

Section 3. That Section 138-326 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-326. - Service connection fee.

- (a) A service connection fee for the privilege of tapping or connecting to the sanitary sewer system of the city and includes a sewer interceptor development fee for extension of sewer interceptor facilities is established and imposed, which fee shall be payable as follows:
 - (1) Multifamily single-family attached, single-family detached, and commercial users shall be charged a service connection fee in accordance with the following schedule:

Applicable to fees paid on or after January 1, ~~2022~~ 2023:

	Single-Family Detached	Single-Family Attached	Multifamily
Service Connection Fee	\$3,490.00 \$3,710.00	\$1,920.00 \$2,041.00 per unit	\$1,780.00 \$1,892.00 per unit

Water Tap Size Inches	Commercial Service Connection Fee
¾	\$6,980.00 \$7,420.00
1	16,752.00 \$17,808.00
1½	38,390.00 \$40,810.00
2	69,800.00 \$74,200.00
3	150,070.00 \$159,530.00
4	300,140.00 \$319,060.00
6 and larger	*

* Service connection fees for non-single family units shall have the single family residential equivalent determined through the size of the meter serving the building and as specified by the estimated quantities of flow (Q), bacterial oxygen demand (BOD), suspended solids (SS) and total Kjeldahl nitrogen (TKN) discharged to the system per the metro wastewater reclamation district rules and regulations.

- (2) Whenever, with regard to any real property for which a sanitary sewer service connection fee has been paid to the city, a water meter is replaced by the installation of a larger water meter, an additional fee shall be payable. Said fee shall be calculated by subtracting the amount of the current sanitary sewer service connection fee based on the size of the replaced water meter from the amount of the current sanitary sewer service connection fee based on the size of the replacement water meter. No alteration in or expansion of the use of any real property for which property a sanitary sewer service connection fee has been paid to the city shall necessitate the payment of an additional or new sanitary sewer service connection fee, unless such alteration or expansion requires the installation of a larger water meter.
- (3) Any aggrieved commercial or industrial user may present facts regarding the use of their property which demonstrate the lack of a reasonable correlation between the size of their water tap and their demands upon the sewer system. Such facts shall be presented to the director of water, who may reduce the amount of the service connection fee payable under this section in order to mitigate those situations that would otherwise result in gross unfairness. An informal hearing may be held for the purpose of appealing the decision of the director of water to the city manager or designee, who shall render a decision based

upon the standard of mitigating those situations that would otherwise result in gross unfairness, and whose decision is final.

- (4) Whenever a contract is approved for the acceptance of sanitary sewer discharge from sources arising outside of the city limits, such contract, in addition to the regular service connection fee, shall also contain a provision for the payment to the city of not less than 15 percent of the current service connection fee of the city for each tap added to the system generating sewage flows outside of the city after the execution of the agreement.
 - (5) For purposes of this section, the following terms shall have the same meaning ascribed to them as in section 138-221: "single-family detached," "single-family attached," "multifamily," "commercial," and "industrial" user. For purposes of this section, the term "water tap" shall not include irrigation water taps.
- (b) Payment of the service connection fee shall be paid in full prior to application for a building permit. Payment of such fee shall be a prerequisite to the issuance of a certificate of occupancy. The amount of such fee shall be calculated according to the fee schedule in effect at the time payment is made. If the building permit is canceled or expires, credit for the service connection fees already paid to the city will be applied toward the fee schedule in effect at the time the new building permit is issued. Upon request of the service connection applicant, the Aurora Water director may authorize the application of funds previously paid for service connection fees for one property to service connection fees for a substitute property, provided that either properties have the same ownership or the owner of the property where the credit was originally applied provides to the city a request for the transfer and a written release of any claim to the previously paid funds. Such transfer may only occur after the issuance of a building permit for the substitute property. Payment of any deficiency between the transferred funds amount and the fee amount in effect at the time the payment is made will be required prior to issuance of a certificate of occupancy. Such transfer may only be approved when the city manager, in consultation with Aurora Water, determines that such transfer is consistent with the operational efficiency of the utility system. This authorization does not grant authority to reduce, waive, defer, or assume water service connection fees.

Section 4. That Section 138-327 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-327. - Sewer rates.

- (a) There is levied and assessed upon each lot, parcel of land, building or premises situated within the city limits which is connected to the city sanitary sewer system a charge as follows:
 - (1) All users, except metered irrigation users shall be assessed, monthly, a service charge and a volume charge as follows:
 - a. The monthly service charge shall be based upon the size of the water meter servicing the user. This charge shall be assessed as follows:

Meter Size (Inches)	Monthly Service Charge Inside City Effective January 1, 2022 2023
5/8 and 3/4	\$4.45 \$4.68

1 and 1¼	11.14 \$11.70
1½	22.28 \$23.39
2	35.65 \$37.43
3	77.98 \$81.88
4	222.81 \$233.95
6 and 8	445.62 \$467.90

b. The monthly volume charge shall be calculated as follows:

1. The volume charge shall be assessed at the rate of ~~\$4.10~~ **\$4.30** effective January 1, ~~2022~~ **2023**, per 1,000 gallons of wastewater discharged into the city sanitary sewer system by the user. This charge shall be based upon the user's average monthly water consumption computed from meter readings taken during the winter period. For purposes of this section, the term "winter period" and the method of computing average monthly water consumption shall be defined in rules and regulations promulgated by the director of water.

- (b) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish sewer service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish sewer service outside of the city limits, the city council may establish a rate for furnishing sewer service, which rate may be not less than one and one-half times the in-city rate. Factors the city council will consider establishing such rate include, but are not limited to, system collection costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the city. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half times the in-city fee for each tap or tap equivalent which is to receive water from the city unless the director recommends other consideration.

Section 5. That Section 138-397 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-397. - Monthly usage rate.

- (a) There is imposed on each and every lot or parcel of land within the city a monthly usage rate for storm drainage service. This rate shall be used to pay for the operation, maintenance, improvement and replacement of drainage facilities.
- (b) The basis for computing the amount of the monthly usage rate shall be the extent of the use, as determined by the city, which each lot or parcel of land within the city makes of drainage facilities, together with the amount of stormwater runoff from such lot or parcel, including the normal stormwater runoff of such lot or parcel in an undeveloped condition.

- (1) The monthly usage rate will not be levied or assessed upon undeveloped land which has been left in its natural state.
- (2) The monthly usage rate for land which has been altered from the natural state shall be as follows:
 - a. Single-family detached and individually metered single-family attached users shall be assessed a monthly usage rate in the amount of ~~\$10.83~~ **\$11.21** effective January 1, ~~2022~~ **2023**, per dwelling.
 - b. Multifamily and master metered single-family attached users shall be assessed a monthly usage rate in the amount of ~~\$10.83~~ **\$11.21** for the first unit served under a billing account, plus ~~\$8.53~~ **\$8.83** for each additional unit or space occupied or intended for occupancy (effective January 1, ~~2022~~ **2023**).
 - c. Commercial users shall be assessed a monthly usage rate in the amount of ~~\$10.83~~ **\$11.21** (effective January 1, ~~2022~~ **2023**) for the first 2,500 square feet of impervious area. A rate in the amount of ~~\$8.53~~ **\$8.83** will be assessed (effective January 1, ~~2022~~ **2023**) for each additional 2,500 square feet of impervious area. The total impervious area will be adjusted based on a ratio of the parcel's percentage of impervious area to total area of the parcel. That ratio will fall into one of the four blocks in the chart below under parcel percentage impervious. The block will determine the percentage of impervious area included in the rate calculation also shown in the chart below. The final assessed rate will be the total impervious area multiplied by the percentage of impervious area included from chart divided by 2,500 square feet.

Parcel's Percentage of Impervious Area	Percentage of Impervious Area that is Included in the Rate Calculation
0% to 30%	10%
31% to 60%	30%
61% to 90%	66%
91% to 100%	100%

Section 6. The effective date of the changes to Sections 138-221, 138-223, 138-326, 138-327, and 138-397 as set forth herein shall be January 1, 2023.

Section 7. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. The Mayor and City Clerk are hereby authorized to execute the ordinance in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 9. 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 10. Repealer. All orders, resolutions, or ordinances 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 _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 Ian J Best RLA

IAN BEST, Assistant City Attorney

Water Policy Committee (WPC) Meeting
July 20, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within is the school districts are a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X

Steve Sundberg
Chair, Water Policy Committee



CITY OF AURORA

Council Agenda Commentary

Item Title: General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget
Item Initiator: Jamison, Andrew, Debt & Treasury Supervisor - Finance
Staff Source/Legal Source: Andrea Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez – Sr. 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: 10/8/2022

Regular Meeting: 10/24/2022

ITEM DETAILS:

CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

-
- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 is the annual property tax mill levy, adopting, and appropriating ordinance for the Meadow Hills Country Club Fence General Improvement District 3-2008 (GID). On November 4, 2008, the qualified electors of the Meadow Hills Country Club GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Meadow Hills Country Club GID was to construct, finance and maintain a community masonry fence. Subsequently, on January 26, 2009 council approved Ordinance 2009-02 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$685,000, with annual taxes not to exceed \$71,000. On April 5, 2010, council approved the bond issuance for the Meadow Hills Country Club fence.

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

As the Meadow Hills Country Club General Improvement District has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Meadow Hills Country Club GID for 2023, combined with a portion of available cash on deposit in the GID's debt account, will be sufficient to bring in an estimated \$71,000 for debt service and another \$5,060 to defray maintenance costs. The revenue shall be used to defray the general expenses of Meadow Hills Country Club GID for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does Council support the Meadow Hills GID budget and mill levy for 2023, as described above?

LEGAL COMMENTS

Meadow Hill General Improvement District No. 3-2008 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2023 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2022. **See**, Sec. 39-5-128 C.R.S. (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a

ORDINANCE NO. 2022-___

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2009-02 declaring the organization of General Improvement District 3-2008 (the “District”) for the purpose of constructing a masonry fence and other incidental and necessary improvements for the Meadow Hills Country Club neighborhood (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2009-05, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2010-11, authorizing the issuance of General Obligation Bonds, Series 2010 (the “Series 2010 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2010 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 3-2008.

Section 1. The total budget of the District for Fiscal Year 2023 shall be Seventy-Six Thousand and Sixty Dollars (\$76,060.00), which amount shall be apportioned as follows: (i) Seventy-One Thousand Dollars (\$71,000.00) for purposes of discharging principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2023, and (ii) Five Thousand and Sixty Dollars (\$5,060.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to discharge principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2023, but in no

event to generate an amount in excess of Seventy-One Thousand Dollars (\$71,000) in total revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2023, but in no event to generate an amount in excess of Five Thousand and Sixty Dollars (\$5,060.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2022.

Section 5. There is hereby appropriated from General Improvement District No. 3-2008 Fund for Fiscal Year 2023 the sum of Seventy-Six Thousand and Sixty Dollars (\$76,060).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

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

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Presiding Officer

ATTEST:

KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Legal Counsel to the District



CITY OF AURORA

Council Agenda Commentary

Item Title: General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
Item Initiator: Jamison, Andrew - Debt & Treasury Supervisor - Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: n/a
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/8/2022

Regular Meeting: 10/24/2022

CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 2-2011 (AURORA CONFERENCE CENTER) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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 budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Aurora Conference Center General Improvement District 2-2011(GID). On November 1, 2011, the qualified electors of the Aurora Conference Center GID voted in favor of 1) authorizing the levy of an ad valorem property tax for the construction and/or to incentivize a public conference center and related improvements to attract tourism to the area and stimulate development of property within and surrounding the GID; 2) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Colorado International Center Metropolitan District No. 4 (the "CIC District") to provide off-site public infrastructure; and 3) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Aurora High Point at DIA Metropolitan District (the "AHP District") to provide for the payment of future regional infrastructure costs, all for the benefit of GID taxpayers.

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

As the Aurora Conference Center GID has already been formed, this is a technical mechanism to create the budget authority for the upcoming year. The budget for the Aurora Conference Center GID, for collection in 2023, is \$14,000,000.00 and the mills will be 40.000 mills. The revenue shall be used to defray the general expenses of the Aurora Conference Center GID for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does City Council support the Aurora Conference Center GID budget and mill levy for 2023, as described above?

LEGAL COMMENTS

The Aurora Conference Center General Improvement District No. 2-2011 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2023 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Adams County by no later than December 15th, 2022. *See*, Sec. 39-5-128 C.R.S. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, on July 11, 2011, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), adopted Ordinance No. 2011-17 (the “GID Ordinance”) declaring the organization of the Aurora Conference Center General Improvement District (No. 2-2011) (the “GID”); and

WHEREAS, the GID Ordinance further provided for the submission to a vote of the registered electors of the GID ballot questions: (i) authorizing the levy of an ad valorem property tax for the construction and/or to incentivize a public conference center and related improvements to attract tourism to the area and stimulate development of property within and surrounding the GID; (ii) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Colorado International Center Metropolitan District No. 4 (the “CIC District”) to provide off-site public infrastructure and (iii) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Aurora High Point at DIA Metropolitan District (the “AHP District”) to provide for the payment of future regional infrastructure costs, all for the benefit of GID taxpayers; and

WHEREAS, subsequently, at an election duly called and held on November 1, 2011, the qualified electors of the GID approved each of the ballot questions submitted; and

WHEREAS, as a result, the GID will receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011).

Section 1. The total budget of the GID for Fiscal Year 2023 shall be Fourteen Million Dollars (\$14,000,000.00), which amount shall be spent for the following purposes:

- a. Thirteen Million Four Hundred-Fifty Thousand (\$13,450,000.00) for the construction and/or to incent the construction of a public conference center and related improvements to attract tourism to the area and stimulate development of the property within and surrounding the GID, or any other legally permitted public purposes; and

- b. Five Hundred-Fifty Thousand Dollars (\$550,000.00) for the payment of obligations incurred by the GID to the CIC District to provide off-site public infrastructure, or for any other legally permitted public purposes.

Section 2. Pursuant to the authority granted by the voters at the November 1, 2011, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the GID, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at the rate of forty (40) mills.

Section 3. The City Manager and the Budget Officer are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Adams, State of Colorado, on or before December 15, 2022.

Section 4. There is hereby appropriated from the Aurora Conference Center General Improvement District (No. 2-2011) Fund for Fiscal Year 2023 the sum of Fourteen Million Dollars (\$14,000,000.00).

Section 5. All ordinances of the GID or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Presiding Officer

ATTEST:

KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Legal Counsel to the District



CITY OF AURORA

Council Agenda Commentary

Item Title: of General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
Item Initiator: Jamison, Andrew - Debt & Treasury Supervisor - Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: 10/8/2022

Regular Meeting: 10/24/2022

ITEM DETAILS:

CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Cherry Creek Fence General Improvement District 1-2007 (GID). On November 6, 2007, the qualified electors of the Cherry Creek Racquet Club GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Cherry Creek Racquet Club GID was to construct, finance and maintain a community masonry fence. Subsequently, on March 17, 2008 council approved Ordinance 2008-14 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$706,000, with annual taxes not to exceed \$67,000. On August 17, 2009, council approved the bond issuance for the Cherry Creek fence.

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

As the Cherry Creek Racquet Club GID has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Cherry Creek Racquet Club GID for 2023, combined with a portion of available cash on deposit in the GID's debt account, will be sufficient to bring in an estimated \$67,000 for debt service and another \$3,000 to defray maintenance costs. The revenue shall be used to defray the general expenses of the GID for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does City Council support the Creek Racquet Club GID budget and mill levy for 2023, as described above?

LEGAL COMMENTS

Cherry Creek Racquet Club General Improvement District No. 1-2007 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2023 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2022. **See**, Sec. 39-5-128 C.R.S. (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a

ORDINANCE NO. 2022-__

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2008-14 declaring the organization of General Improvement District 1-2007 (the “District”) for constructing a masonry fence and other incidental and necessary improvements for the Cherry Creek Racquet Club neighborhood (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2008-13, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2009-34, authorizing the issuance of General Obligation Limited Tax Bonds, Series 2009 (the “Series 2009 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2009 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 1-2007.

Section 1. The total budget of the District for Fiscal Year 2023 shall be Seventy Thousand Dollars (\$70,000.00), which amount shall be apportioned as follows: (i) Sixty-Seven Thousand Dollars (\$67,000.00) for purposes of discharging principal and interest on such portion of the Series 2009 Bonds as may become due and payable in 2023, and (ii) Three Thousand Dollars (\$3,000.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 6, 2007 regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to discharge principal and interest on such portion of the Series 2009 Bonds as may become due and payable in 2023, but in no

event to generate an amount in excess of Sixty-Seven Thousand Dollars (\$67,000.00) in total revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 6, 2007, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2023, but in no event to generate an amount in excess of Three Thousand Dollars (\$3,000.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2022.

Section 5. There is hereby appropriated from General Improvement District No. 1-2007 Fund for Fiscal Year 2023 the sum of Seventy Thousand Dollars (\$70,000.00).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

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

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

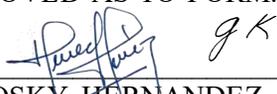
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Presiding Officer

ATTEST:

KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Legal Counsel to the District



CITY OF AURORA

Council Agenda Commentary

Item Title: Cobblewood General Improvement District 1-2016 2023 operating budget
Item Initiator: Jamison, Andrew - Debt & Treasury Supervisor - Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: 10/8/2022

Regular Meeting: 10/24/2022

ITEM DETAILS:

CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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 is the annual property tax mill levy, adopting, and appropriating ordinance for the Cobblewood General Improvement District 1-2016 (GID). On November 8, 2016, the qualified electors of the Cobblewood GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Cobblewood GID was to repair and replace the private neighborhood street and grant the new street to the City. Subsequently, on January 9, 2017, council approved Ordinance 2016-71 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$935,550.00, with annual taxes not to exceed \$95,000.00. On August 26, 2017, council approved the bond issuance for the Cobblewood General Improvement District.

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

As the Cobblewood GID has already been formed and the bond issuance related to the street improvements have already been approved; this is a technical mechanism to create the budget authority and mill levies for the upcoming year. For 2023, the budget and proposed mill levy for the Cobblewood GID, combined with a portion of available cash on deposit in the GID's account, will be sufficient to bring in an estimated \$95,000.00 for debt service. The revenue shall be used to defray the general expenses of Cobblewood GID for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does City Council support the Cobblewood GID budget and mill levy for 2023, as described above?

LEGAL COMMENTS

Cobblewood General Improvement District No. 1-2016 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2023 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2022. **See**, Sec. 39-5-128 C.R.S. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a

ORDINANCE NO. 2022-___

AN ORDINANCE OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 (COBBLEWOOD GENERAL IMPROVEMENT DISTRICT) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2016-71 declaring the organization of Cobblewood General Improvement District 1-2016 (the “District”) for the purpose of providing street improvements to South Kingston Circle, and other incidental and necessary improvements for the Cobblewood neighborhood (the “Improvements”); and

WHEREAS, Ordinance 2016-71 authorized the City council to be the *ex-officio* Board of Directors of the District (the “Board”), and Resolution 2017-13 appointed the City as the authorized agent for the District, and also authorized the City to perform all services necessary and appurtenant to the construction and installation of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2017-24, authorizing the issuance of General Obligation Bonds, Series 2017 (the “Series 2017 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2017 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016.

Section 1. The total budget of the District for Fiscal Year 2023 shall be Ninety-Five Thousand Dollars (\$95,000.00), which amount shall be apportioned for purposes of discharging principal and interest on such portion of the Series 2017 Bonds as may become due and payable in 2023.

Section 2. Pursuant to the authority granted by the voters at the November 8, 2016, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to discharge principal and interest on such portion of the Series 2017 Bonds as may become due and payable in 2023, but in no event to generate an amount in excess of Ninety-Five Thousand Dollars (\$95,000.00) in total

revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2022.

Section 4. There is hereby appropriated from Cobblewood General Improvement District No. 1-2016 Fund for Fiscal Year 2023 the sum of Ninety-Five Thousand Dollars (\$95,000.00).

Section 5. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Presiding Officer

ATTEST:

KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Legal Counsel to the District



CITY OF AURORA

Council Agenda Commentary

Item Title: General Improvement District 1-2008 (Peoria Park) 2023 operating budget
Item Initiator: Jamison, Andrew - Debt & Treasury Supervisor - Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: 10/8/2022

Regular Meeting: 10/10/2022

ITEM DETAILS:

CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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 budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Peoria Park Fence General Improvement District 1-2008 (GID). On November 4, 2008, the qualified electors of the Peoria Park GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Peoria Park GID was to construct, finance and maintain a community masonry fence. Subsequently, on January 26, 2009 council approved Ordinance 2009-01 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$388,945, with annual debt service not to exceed \$36,000. On April 5, 2010, council approved the bond issuance for the Peoria Park fence.

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

As the Peoria Park GID has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Peoria Park GID, combined with a portion of available cash on deposit in the GID's debt account, for 2023 will be sufficient to bring in an estimated \$36,000 for debt service and another \$5,825 to defray maintenance costs. The revenue shall be used to defray the general expenses of the Peoria Park GID for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does City Council support the Peoria Park GID budget and mill levy for 2023, as described above?

LEGAL COMMENTS

Peoria Park General Improvement District No. 1-2008 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2023 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2022. See, Sec. 39-5-128 C.R.S. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a

ORDINANCE NO. 2022-___

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2009-01 declaring the organization of General Improvement District 1-2008 (the “District”) for constructing a masonry fence and other incidental and necessary improvements for the Peoria Park neighborhood (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2009-04, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2010-10, authorizing the issuance of General Obligation Bonds, Series 2010 (the “Series 2010 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2010 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 1-2008.

Section 1. The total budget of the District for Fiscal Year 2023 shall be Forty-One Thousand Eight Hundred and Twenty-Five Dollars (\$41,825.00), which amount shall be apportioned as follows: (i) Thirty-Six Thousand Dollars (\$36,000.00) for purposes of discharging principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2023 and (ii) Five Thousand Eight Hundred and Twenty-Five Dollars (\$5,825.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to discharge principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2023, but in no event to generate an amount in excess of Thirty-Six Thousand Dollars (\$36,000.00) in total revenue.

The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2023, but in no event to generate an amount in excess of Five Thousand Eight hundred and Twenty-Five Dollars (\$5,825.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2022.

Section 5. There is hereby appropriated from General Improvement District No. 1-2008 Fund for Fiscal Year 2023 the sum of Forty-One Thousand Eight Hundred and Twenty-Five Dollars (\$41,825.00).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

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

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Presiding Officer

ATTEST:

KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Legal Counsel to the District



CITY OF AURORA

Council Agenda Commentary

Item Title: Pier Point 7 General Improvement District 2-2009 2023 operating budget
Item Initiator: Jamison, Andrew - Debt & Treasury Supervisor - Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Sr. 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: 10/8/2022

Regular Meeting: 10/24/2022

ITEM DETAILS:

CONSIDERATION OF AN ORDINANCE FOR INTRODUCTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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 is the annual property tax mill levy, adopting, and appropriating ordinance for the Pier Point 7 General Improvement District 2-2009 (GID). On November 3, 2009, the qualified electors of the Pier Point 7 GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Pier Point 7 GID was to repair and replace the sewer lines and related work. Subsequently, on January 11, 2010 council approved Ordinance 2009-61 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$3,500,000, with annual taxes not to exceed \$371,277. On April 11, 2011, council approved the bond issuance for the Pier Point 7 sewer General Improvement District.

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

As the Pier Point 7 GID has already been formed and the bond issuance related to the sewer line improvements has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. For 2023, the budget and proposed mill levy for the Pier Point 7 GID, combined with a portion of available cash on deposit in the GID's account, will be sufficient to bring in an estimated \$371,277 for debt service. The revenue shall be used to defray the general expenses of Pier Point 7 GID for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

QUESTIONS FOR COUNCIL

Does City Council support the Pier Point 7 GID budget and mill levy for 2023, as described above?

LEGAL COMMENTS

Pier Point 7 General Improvement District No. 2-2009 is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally Sec. 29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2023 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2022. See, Sec. 39-5-128 C.R.S. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: n/a

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: n/a

ORDINANCE NO. 2022-__

AN ORDINANCE OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2009-61 declaring the organization of Pier Point 7 General Improvement District 2-2009 (the “District”) to provide essential sanitary sewer system improvements and services within District boundaries, including, but not limited to, collection mains and laterals, transmission lines, and related landscaping improvements, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities, all for the purpose of upgrading the existing private sanitary sewer system to City standards for ownership and maintenance by the City (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2010-03, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2011-06, authorizing the issuance of General Obligation Bonds, Series 2011 (the “Series 2011 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2011 Bonds, the District will receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2023, and ending December 31, 2023 (“Fiscal Year 2023”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009.

Section 1. The total budget of the District for Fiscal Year 2023 shall be Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars (\$371,277.00), which amount shall be expended for the purpose of discharging principal and interest on such portion of the Series 2011 Bonds as may become due and payable in 2023.

Section 2. Pursuant to the authority granted by the voters at the November 3, 2009, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2023, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2022, at a rate sufficient to discharge principal and interest on such portion of the Series 2011 Bonds as may become due and payable in 2023, but in no event to generate an amount in excess of Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars (\$371,277.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2022 certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2022.

Section 4. There is hereby appropriated from the Pier Point 7 General Improvement District No. 2-2009 Fund for Fiscal Year 2023 the sum of Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars (\$371,277.00).

Section 5. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Presiding Officer

ATTEST:

KADEE RODRIGUEZ,
Ex-officio Secretary

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Legal Counsel to the District



CITY OF AURORA

Council Agenda Commentary

Item Title: 2023 Ward Redistricting
Item Initiator: Kadee Rodriguez, City Clerk / Daniel Krzyzanowski, Planning Supervisor
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / 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: 10/17/2022

Regular Meeting: 10/24/2022 and 11/14/2022

ITEM DETAILS:

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING AN UPDATED MAP OF WARD BOUNDARIES PURSUANT TO THE MANDATE OF SECTION 54-5(B) OF THE CITY CODE
Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Estimated time: 30 mins

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input checked="" type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 9/27/2022

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input checked="" type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |

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

- March – May Initial meetings were held with the Election Commission, M&F Policy Committee, and Ward Council Members. The timeline, criteria, and requirements outlined in City Code and Charter were reviewed.
- June - August Public meetings were held in each ward to receive comments, input and questions from the public. There was also a survey available on EngageAurora.
- August 17th The Election Commission voted to recommend Scenario 5.
- September 27th The M&F Policy Committee reviewed the Election Commission’s recommendation and decided to move all scenarios forward for further discussion.

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

Overview

Ward boundaries are reviewed for election years ending in “3” and “9” to ensure wards are contiguous, compact, and have approximately the same number of residents. The Election Commission reviews the ward boundaries and makes recommendations to City Council for approval. The new boundaries must be approved no later than 180 days prior to the next regular municipal election.

Population Estimate

402,961 (total population estimate) / 6 (wards) = 67,160 (target ward population)

The Planning Department calculated the current estimated population using the Census Bureau’s Redistricting Count (April 1, 2020) and the certificates of occupancy issued by the City (April 1, 2020 to March 31, 2022).

The six (6) wards should contain approximately the same number of residents; therefore, the total estimated population was divided by six (6) to obtain the target ward population.

Scenarios

Different mapping scenarios were created to achieve balance by moving voting precincts. The scenarios were designed to contain approximately the same number of residents, impact as few residents as possible, and maintain whole county precincts where possible.

There are a total of four (4) scenarios drafted for Council’s review (the Election Commission did not see merit in Scenario 3 so a map was not drafted). The Election Commission recommended Scenario 5. The M&F Policy Committee recommended moving all of the scenarios forward for further discussion by Council.

QUESTIONS FOR COUNCIL

Does Council wish to approve one of the drafted scenarios updating the ward boundaries?

LEGAL COMMENTS

Ward boundaries within the city shall be reviewed for election years ending in “3” and “9” using the United States Census Data and Community Surveys which update the census data, and, if necessary, the boundaries shall be revised or altered in order to ensure the wards are contiguous, compact, and have approximately the same number of residents. (Section 54-5(b), City Code) (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

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING AN UPDATED MAP OF WARD BOUNDARIES PURSUANT TO THE MANDATE OF SECTION 54-5(B) OF THE CITY CODE

WHEREAS, Article 2-3 of the City Charter empowers the Election Commission to “make recommendations to city council on all matters pertaining to elections, including but not limited to, the creation of new ward boundaries”; and

WHEREAS, Section 54-5(b) of the City Code mandates that ward boundaries shall be reviewed for election years ending in “3” and “9”, and if necessary to maintain wards which are of approximately the same number of residents said boundaries shall be redrawn to approximately balance ward populations while keeping wards contiguous and compact; and

WHEREAS, the Election Commission has engaged in a public process to seek resident input on ward boundaries, has reviewed U.S. decennial census data indicating the number of residents in each ward, has consulted with the City Planning and Building Departments to receive data on housing starts and population trends within each existing ward of the City, and has made recommendations to City Council as to new proposed ward boundaries to be effective prior to the 2023 elections; and

WHEREAS, City Council has received the recommendations of the Election Commission as to realignment of ward boundaries to comport with the requirements of Section 54-5(b) of the City Code and has considered those recommendations as well as having considered the current disparity in ward populations as reflected in the best information available to the City;

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

Section 1. City Council does hereby adopt for the 2023 election, and beyond until changed, the ward boundaries indicated in the map and accompanying text in Exhibit A presented with this ordinance which exhibit is attached and appended hereto and made a part hereof.

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 _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

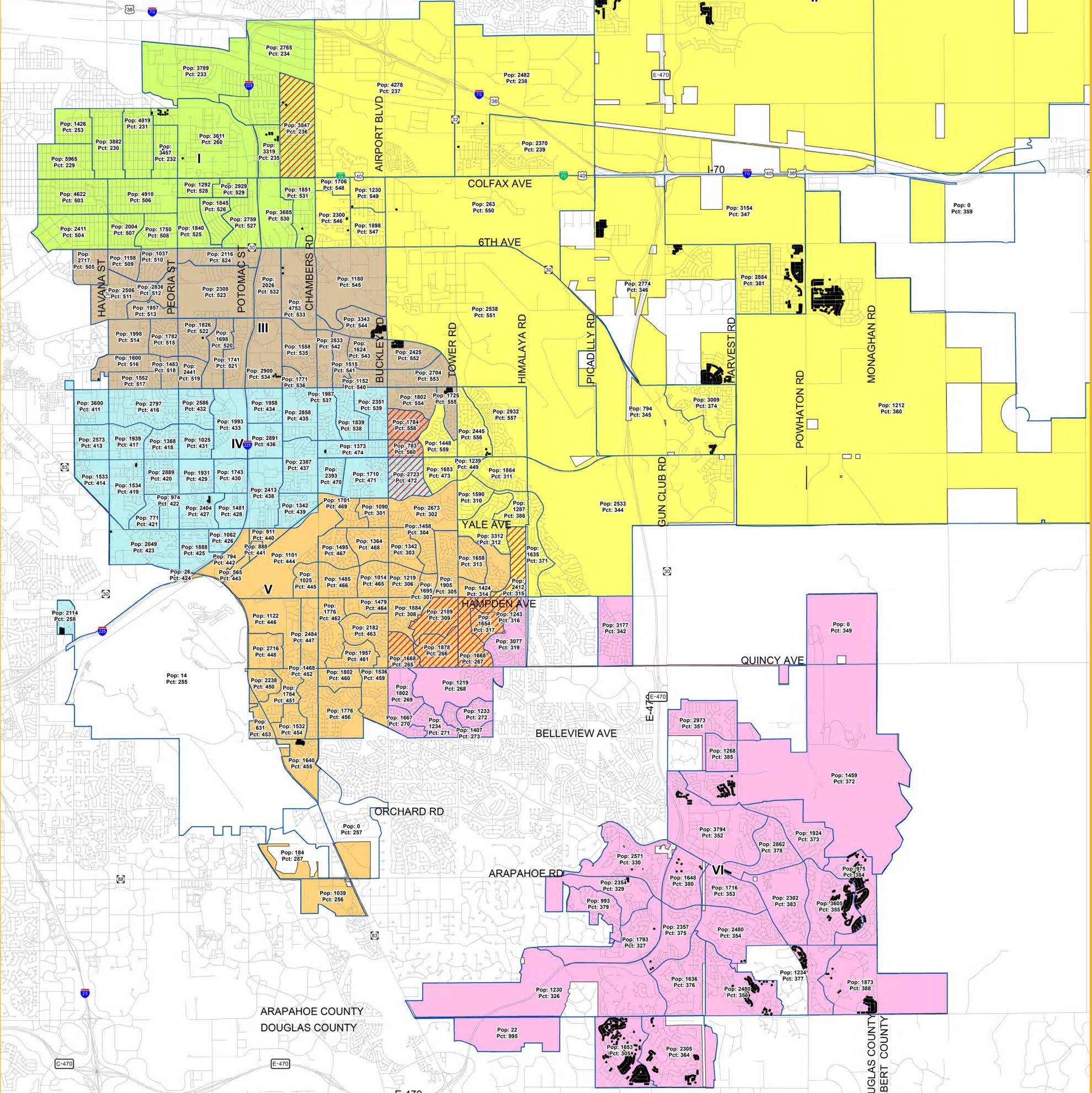
APPROVED AS TO FORM:

David Lathers

DAVE LATHERS, Senior Assistant City Attorney

Wards	Ward Population Estimate	+/- Avg Ward Population	% Deviation from Avg Ward Pop
Ward I	68,777	1,617	2.4%
Ward II	64,903	-2,257	-3.4%
Ward III	68,633	1,473	2.2%
Ward IV	68,505	1,345	2.0%
Ward V	67,509	349	0.5%
Ward VI	64,633	-2,527	-3.8%

*If the estimated ward populations were perfectly balanced, each would have 67,160 residents, or 1/6th the total city population. The table shows how much larger (+) or smaller (-) the estimated population is from this target average ward size.



Planning and Development Services
 15151 E. Alameda Pkwy
 Aurora CO 80012 USA
 www.auroragov.org
 303-739-7250
 GIS@auroragov.org



City of Aurora, Colorado

Ward Redistricting - Scenario 5

EXHIBIT A

with Estimated Precinct Populations



Aurora is Worth Discovering!



Legend

- CO's from April 2020 to March 2022
- County Voter Precincts
- Changes from Current Wards

WARD

- I
- II
- III
- IV
- V
- VI



DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data. For more information, please contact the City of Aurora, Colorado, at 303-739-7250. The City makes no warranties, either express or implied, for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

City of Aurora

2023 WARD BOUNDARY CHANGES

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Kadee Rodriguez, City Clerk
Cecilia Zapata, Deputy City Clerk
Dave Lathers, Senior Assistant City Attorney
Julie Patterson, Senior Communications Strategist

Daniel Krzyzanowski, Planning Supervisor
Andrea Barnes, Planner II
Marisa Noble, Planner
William Keever, GIS Manager

General Information

Overview

- Wards are reviewed prior to regular municipal elections held in years ending with '3' and '9'. – *Section 54-5 City Code*
- New ward boundaries must be completed no later than 180 days prior to the next regular municipal election. – *Article III, Section 3-4 City Charter*
- Review is done by Election Commission which makes recommendation to City Council. – *Article II, Section 2-3 City Charter*
- Ward boundary changes are adopted by ordinance.
- City staff creates new ward maps.
- Changes are sent to county clerks and the residents affected.

Criteria

Wards

1. Divided into six wards containing approximately the same number of people.
2. There should be between a 5% to 10% deviation between the least and most populous wards.
3. Sitting council members are not moved outside their ward.
4. Impact as few residents as possible.

Boundaries

1. Use natural or man-made boundaries, such as ditches and streets.
2. Maintain whole county precincts where possible. The only exception would be where a county precinct contains both a municipal and non-municipal portion.
3. Whenever a common boundary between wards lies in any public street or right-of-way, the boundary goes to the centerline of the street.

2023 Redistricting

Calendar

March 22, 2022	M&F Committee Meeting - Informal presentation
March 31, 2022	Population estimate
April 6, 2022	Election Commission Meeting – Review updated information
April 26, 2022	M&F Committee Meeting – Updated presentation
May 11 & 17, 2022	Election Commission Meeting – Meet with Ward Council Members
June 22, 2022	Election Commission Meeting
June 28, 2022	M&F Committee Meeting – Update on process
June – August	Public Comment Meetings
July 6, 2022	Election Commission Meeting
July 20, 2022	Election Commission Meeting
August 10, 2022	Election Commission Meeting
August 17, 2022	Election Commission – Approves a plan to recommend to Council
August 23, 2022	M&F Committee Meeting – Initial review of approved plan
September 27, 2022	M&F Committee Meeting - Final review of approved plan (if needed)
October 17, 2022	Study Session - New ward boundaries are presented to Council’s
October 24, 2022	Council Meeting - First reading
November 14, 2022	Council Meeting – Final reading
November 2022	Counties are notified of the adopted changes to the ward boundaries
May 11, 2023	Deadline for new ward boundaries to be completed
November 7, 2023	Regular Municipal Election

Public Comment

Public Comment Meetings

June 1, 2022	Moorhead Recreation Center (Ward I) – Patio View Room
June 15, 2022	Beck Recreation Center (Ward II) – Ponderosa Room
June 29, 2022	Central Library (Ward III) – Large Community Room
July 13, 2022	Colorado Early Colleges (Ward IV)
July 27, 2022	Central Recreation Center (Ward V)
August 3, 2022	Tallyn’s Reach Library (Ward VI) – TR Community Room

Engage Aurora

When: June 1 through Aug. 3

Where: EngageAurora.org/Redistricting from

- Information on the process and public meetings
- Details about proposed changes and interactive maps
- Public input survey

Public Outreach

- NAACP
- Golf courses and libraries
- Boards and Commissions
- Office of Diversity, Equity and Inclusion’s network
- Housing and Community Services’ network
- Aurora Action Coalition for Community Services
- CARES Network
- Aurora legislative delegation (state and federal)
- Arapahoe and Adams county commissioners
- Aurora Mental Health
- Mile High Behavioral Health/Comitis/Day Resource Center
- Asian Pacific Development Center
- Aurora Pride organizers
- Churches: Queen of Peace Church, St. Pius X Church, Colorado Community Church
- Colorado Black Chamber of Commerce
- Local AARP
- Aurora Cultural Arts District

Current Population Estimate

Total Population: 402,961

Target Ward Population: 67,160

	Census Population	CO'ed Units	Estimated New Population	Total Ward Estimate	+/-	%
Ward I	61,520	1,205	3,410	64,930	-2,230	-3.3%
Ward II	65,192	2,268	6,418	71,627	4,467	6.7%
Ward III	64,026	721	2,040	66,066	-1,094	-1.6%
Ward IV	65,553	81	229	65,782	-1,378	-2.1%
Ward V	59,457	58	164	59,621	-7,539	-11.2%
Ward VI	70,571	1,546	4,375	74,933	7,773	11.6%
Total	386,319	5,879	16,638	402,961		

Calculating the Ward Population

- **Census Population** - Census Bureau's Redistricting Count for Colorado, as of April 1, 2020.
- **CO'ed Units** - All of the certificates of occupancy the city issued from April 1, 2020 to March 31, 2022.
- **Estimated New Population** - Determined by using the Census Bureau's average household size estimate (2.82) multiplied by the CO'ed units
- **Total Ward Estimate** – Determined by adding the April 1, 2020 Census Bureau's count and the estimated population increase from the CO'ed units.

Deviation from Target Population

- **Target Ward Population** - 1/6 of the Total Population.
- **+/- and %** - Deviation from the Target Ward Population.

City Code Section 54-5

- a) The city is divided into six wards, numbered consecutively as I, II, III, IV, V and VI. The boundaries of each ward shall be depicted and set forth on the official ward map of the City, a copy of which is on file in the office of the city clerk and incorporated by reference into this chapter. In determining the boundaries established for each ward, whenever a common boundary between wards lies in any public street or right-of-way, the boundary of such wards shall be deemed to go to the centerline of the street.
- b) Ward boundaries within the city shall be reviewed for election years ending in "3" and "9" using the United States Census Data and Community Surveys which update the census data, and, if necessary, the boundaries shall be revised or altered in order to ensure that wards are contiguous, compact, and have approximately the same number of residents.
- c) In the event of significant changes to the population in years ending in numbers other than "3" and "9", the election commission may review the ward boundaries and make recommendations to city council.
- d) In addition to the revisions made to the ward boundaries pursuant to subsection (b) of this section, ward boundaries may be revised or altered as necessary to bring them into conformance with county precinct boundaries.
- e) Notwithstanding any City Code provision(s) to the contrary, an otherwise qualified individual who fails to meet the one-year registered elector and residency status applicable to ward council member elections, shall nevertheless be eligible to run for the office of ward council member when the change in ward boundaries occurs solely as a result of the City Code semi-decennial required ward boundary adjustment.



[CLICK HERE: Interactive Maps](#)

2023 WARD REDISTRICTING SCENARIOS

WARD & PRECINCT POPULATION ESTIMATES

CITY OF AURORA
AUGUST 2022

Current

Ward Population

	Population	+/-	%
Ward I	64,930	-2,230	-3.30%
Ward II	71,627	4,467	6.70%
Ward III	66,066	-1,094	-1.60%
Ward IV	65,782	-1,378	-2.10%
Ward V	59,621	-7,539	-11.20%
Ward VI	74,933	7,773	11.60%

Target Ward Population: 67,160

Total Population: 402,961

Calculating the Ward Population

- **Census Population** - Census Bureau's Redistricting Count for Colorado, as of April 1, 2020.
- **CO'ed Units** - All of the certificates of occupancy the city issued from April 1, 2020 to March 31, 2022.
- **Estimated New Population** - Determined by using the Census Bureau's average household size estimate (2.82) multiplied by the CO'ed units
- **Total Ward Estimate** – Determined by adding the April 1, 2020 Census Bureau's count and the estimated population increase from the CO'ed units.

Deviation from Target Population

- **Target Ward Population** - 1/6 of the Total Population.
- **+/- and %** - Deviation from the Target Ward Population.

Scenario 1

Ward Population

	Population	+/-	%
Ward I	68,777	1,617	2.4%
Ward II	65,668	-1,492	-2.2%
Ward III	68,633	1,473	2.2%
Ward IV	66,391	-769	-1.1%
Ward V	67,471	311	0.5%
Ward VI	66,021	-1,139	-1.7%

Target Ward Population: 67,160

Total Population: 402,961

Precinct Population

Ward	Population	Precinct
Ward II to Ward I	3,847	236
Ward II to Ward III	783	560
Ward II to Ward III	1,784	558
Ward II to Ward IV	2,723	472
Ward IV to Ward V	2,114	258
Ward VI to Ward II	3,177	342
Ward VI to Ward V	2,189	309
Ward VI to Ward V	1,878	266
Ward VI to Ward V	1,668	265

Scenario 2

Ward Population

	Population	+/-	%
Ward I	68,777	1,617	2.4%
Ward II	67,781	621	0.9%
Ward III	66,066	-1,094	-1.6%
Ward IV	65,782	-1,378	-2.1%
Ward V	67,263	103	0.2%
Ward VI	67,291	131	0.2%

Target Ward Population: 67,160

Total Population: 402,961

Precinct Population

Ward	Population	Precinct
Ward II to Ward I	3,847	236
Ward VI to Ward V	1,654	317
Ward VI to Ward V	1,668	267
Ward VI to Ward V	1,243	316
Ward VI to Ward V	1,654	319

Scenario 4

Ward Population

	Population	+/-	%
Ward I	68,777	1,617	2.4%
Ward II	64,903	-2,257	-3.4%
Ward III	68,633	1,473	2.2%
Ward IV	66,391	-769	-1.1%
Ward V	69,624	2,464	3.7%
Ward VI	64,633	-2,527	-3.8%

Target Ward Population: 67,160

Total Population: 402,961

Precinct Population

Wards	Population	Precinct
Ward II to Ward I	3,847	236
Ward II to Ward III	1,784	558
Ward II to Ward III	783	560
Ward II to Ward IV	2,723	472
Ward II to Ward V	~1,000	portion of 302
Ward IV to Ward V	2,114	258
Ward V to Ward II	2,412	315
Ward VI to Ward V	1,668	265
Ward VI to Ward V	2,187	309
Ward VI to Ward V	1,878	266
Ward VI to Ward V	1,668	267
Ward VI to Ward V	1,243	316
Ward VI to Ward V	1,654	317

Scenario 5

Ward Population

	Population	+/-	%
Ward I	68,777	1,617	2.4%
Ward II	64,903	-2,257	-3.4%
Ward III	68,633	1,473	2.2%
Ward IV	68,505	1,345	2.0%
Ward V	67,509	349	.5%
Ward VI	64,633	-2,527	-3.8%

Target Ward Population: 67,160

Total Population: 402,961

Precinct Population

	Population	Precinct
Ward II to Ward I	3,847	236
Ward II to Ward III	1,784	558
Ward II to Ward III	783	560
Ward II to Ward IV	2,723	472
Ward II to Ward V	~1,000	portion of 302
Ward V to Ward II	2,412	315
Ward VI to Ward V	1,668	267
Ward VI to Ward V	1,878	266
Ward VI to Ward V	1,668	265
Ward VI to Ward V	2,189	309
Ward VI to Ward V	1,243	316
Ward VI to Ward V	1,654	317

*Election Commission approved Scenario 5 to move forward for Council's consideration



CITY OF AURORA

Council Agenda Commentary

Item Title: Ward Realignment Recommendation Deadline
Item Initiator: Tammy Hoyle, Executive Specialist - Finance
Staff Source/Legal Source: Council Member Juan Marcano /Dave Lathers, Sr. 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: 10/17/2022

Regular Meeting: 10/24/2022

ITEM DETAILS:

An ordinance of the City Council, of the City of Aurora, Colorado amending Section 54-5 of the Aurora City Code to direct the Election Commission to complete its statutorily mandated review of ward boundaries within the city and to transmit their written recommendations to City Council no later than the 15th day of October in the calendar year preceding the year in which any recommended ward boundary realignments shall take effect.

Staff Source: Council Member Juan Marcano

Outside Speaker: N/A

Estimated Presentation Time: 5 minutes/ Estimated Discussion Time: 10 minutes

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

The matter was presented at the September 27th Management and Finance Policy Committee meeting.

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 matter was presented at the September 27th Management and Finance Policy Committee meeting. The matter of the Election Commission's recommendations as to realignment of ward boundaries was presented to the Management and Finance Committee as Agenda Item 4. b. on the July 26, 2022 Meeting and also on the August 23rd, 2022 Meeting of the Management and Finance Committee as Agenda Item 4.g. During the former meeting there was some tangential discussion of when the Election Commission's recommendations would be finalized and transmitted to City Council when City Clerk Kadee Rodriguez outlined the planned calendar for the Election Commission completing its review and presenting its recommendations. That discussion highlighted the lack of specific direction to the Election Commission as to when their review ought to be completed and their recommendations transmitted to City Council, and subsequently through Council be made known to residents and to potential candidates for elected office so that each may have sufficient time to make election plans.

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

The proposed amendments to the existing Code would provide a timeline for performance of a function upon which there was no previous written guidance. Additionally the amended language would provide that guidance even in the event that election cycles be changed in the City Charter from occurring in odd-numbered years to even-numbered years.

QUESTIONS FOR COUNCIL

Does Council wish to support amending the City Code to provide the Election Commission with a deadline upon which their evaluation of ward boundaries shall be completed and transmitted to City Council and to accommodate any potential amendments to the City Charter as to the years in which elections shall be held?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property ...; [and] to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. (Section 3-9 of Article III of the City Charter) (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

ORDINANCE NO. 2022- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-5 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, BY ADOPTING ADDITIONAL CLARIFYING LANGUAGE TO SUBSECTIONS (b) AND (c) TO DIRECT THE AURORA ELECTION COMMISSION TO COMPLETE ITS REVIEW OF WARD BOUNDARIES AND SUBSEQUENT RECOMMENDATIONS FOR REALIGNMENT OF WARD BUNDARIES, IF ANY, AND TO TRANSMIT THE SAME TO CITY COUNCIL NO LATER THAN THE FIFTEENTH (15TH) DAY OF OCTOBER IN THE YEAR PRECEDING THE YEAR IN WHICH THE REALIGNMENT SHALL TAKE EFFECT, CURRENTLY IN CALENDAR YEARS ENDING IN "3" AND "9"

WHEREAS, Section 2-3 of Article II of the Aurora City Charter authorizes the Election Commission to make recommendations to City Council on realignment of ward boundaries; and

WHEREAS, Section 3-4 of Article III of the Aurora City Charter authorizes changes to ward boundaries by ordinance of City Council after receiving recommendations as to such changes from the Election Commission at least 180 days prior to any regular municipal election to keep the wards contiguous, compact, and of approximately equal number of residents; and

WHEREAS, both the electorate and candidates running for office have a need to be apprised of the ward boundaries well in advance of an election so that they can have sufficient time to consider the implications of realigned ward boundaries prior to an election;

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

Section 1. Section 54-5 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 54-5. Wards

(a) The city is divided into six wards, numbered consecutively as I, II, III, IV, V and VI. The boundaries of each ward shall be depicted and set forth on the official ward map of the City, a copy of which is on file in the office of the city clerk and incorporated by reference into this chapter. In determining the boundaries established for each ward, whenever a common boundary between wards lies in any public street or right-of-way, the boundary of such wards shall be deemed to go to the centerline of the street.

(b) Ward boundaries within the city shall be reviewed ~~for election years ending in "3" and "9"~~ **on the year immediately prior to the second and fifth regular election each**

decade using the United States Census Data and Community Surveys which update the census data, and, if necessary, the boundaries shall be revised or altered in order to ensure that wards are contiguous, compact, and have approximately the same number of residents.

Recommendations for ward realignment required of the Election Commission shall be made and transmitted to City Council no later than the fifteenth (15th) day of October in the year preceding the year in which the realignment shall take place

(c) In the event of significant changes to the population-in years **between the years in which there are scheduled mandatory reviews of ward boundaries** ~~ending in numbers other than "3" and "9"~~ the election commission may review the ward boundaries and make recommendations to city council **with said recommendations to be transmitted to City Council no later than the fifteenth (15th) day of October in the year preceding the year in which the realignment shall take place.**

(d) In addition to the revisions made to the ward boundaries pursuant to subsection (b) of this section, ward boundaries may be revised or altered as necessary to bring them into conformance with county precinct boundaries.

(e) Notwithstanding any City Code provision(s) to the contrary, an otherwise qualified individual who fails to meet the one-year registered elector and residency status applicable to ward council member elections, shall nevertheless be eligible to run for the office of ward council member when the change in ward boundaries occurs solely as a result of the City Code semi-decennial required ward boundary adjustment.

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 _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers JK

DAVE LATHERS, Senior Assistant City Attorney

MF POLICY COMMITTEE MEETING

September 27, 2022

Members Present: Council Member Gardner – Chair, Council Member Murillo, Council Member Zvonek

Others present: Council Member Jurinsky, Council Member Marcano, S. Day, D. Sisneros, K. Claspell, D. Lathers, W. Sommer, T. Hoyle, T. Velasquez, J. Ehmann, G. Hays, K. Rodriguez, B. Levine, C. Argentar, N. Wishmeyer, D. Wilson, T. Sedmak, C. Horiuchi, M. Bryant, C. Toth, M. Crawford, T. Vaughn, M. Murphy, J. Edwards, J. Twombly, S. Newman, J. Heckman, D. Brotzman, J. Schneebeck, M. Stamp, J. Orozco, J. Bajorek, D. Hudson, M. Parnes, H. Hernandez, G. Koumantakis, C. Dancy, R. Lantz, A. Jamison, M. Noble, R. Venegas, Laiba Saqib, C. Atkinson, M. Rogers, R. Goggins, C. Zapata, A. Wool, M. Barrett, N. Peykov

INTRODUCTIONS AND MINUTES

August 23, 2022 minutes were approved.

AUGUST 2022 SALES TAX CHART

Summary of Issue and Discussion

Bill Levine presented the August 2022 Sales Tax Chart. The sales tax increased by 10.5% in August. This can be interpreted in two ways. One is as a revenue number with August about \$360,000 over the projection. With this, the city looks to be on track to meet or beat the projection for the year. The sales tax can also be representative of how business is doing in the city. In this regard, the 10.5% increase appears to be misleading. In August 2022, there was a large amount received from a foreign online retailer making payments for over two years of taxes owed to the city from October 2019 to April 2022. This was due to the passing of the Economic Nexus Ordinance and the Sales and Use Tax System (SUTS) only being set up in August. If this one-payment growth is not taken into account, the sales tax growth for August would only have been 9.6%.

The variable sales tax payments grew by 85% in August, meaning that a lot of the 10.5% growth is due to big one-time payments. These variable payments were for large construction projects including storm, drainage, and decking systems. If the variable sales tax payment only grew at a neutral rate equal to the inflation rate of 8.3%, the growth for August would only be 7.2% instead of 10.5%. This number is more reflective of the consistent taxpayers and the business community in Aurora.

Committee Discussion:

CM Gardner: Makes sense. Thanks for that analysis. That's helpful. Council Member Zvonek, any questions?

CM Zvonek: I don't have any now. Thanks.

CM Gardner: All right. Thank you. Okay. Council Member Murillo, do you have any questions on that?

CM Murillo: No. I think I logged in just right at one. Did we start the presentation earlier?

CM Gardner: No. It was 1:00 when we started. You might have just been a couple of seconds late. We just have a really crowded agenda, so I just wanted to get started on it.

CM Murillo: That's fine. No questions here.

CM Gardner: All right. I appreciate that. Thanks, Bill, for your presentation.

B. Levine: Thank you, Council. I appreciate it.

Outcome

Information only.

Follow-up Action

No follow-up needed.

OCCUPATIONAL PRIVILEGE TAX REPEAL

Summary of Issue and Discussion

Council Member Jurinsky and Jeff Edwards presented this ordinance that will repeal the occupational privilege tax (OPT) that was implemented in 1986. Aurora is one in five cities in Colorado that has this. This is a \$4 tax per employee with half being withheld from the employee, and half being matched by the employer per paycheck once a month. CM Jurinsky noted that there is a surplus in the budget and there is no reason to figure out what to cut out of the budget to make the tax cut work.

Once the repeal is implemented, it would have to go through the voters to be reinstated. The fiscal impact would be \$5.9 million for 2023. There would be no cuts to the police, fire, 911, courts, transfers, and other mandates. This leaves \$170 million of people and supplies that would need to be cut by 5% from the 2023 budget. Nine entities received OPT revenue of \$590,000 in 2021. In addition, some of the revenues are used by the Aurora Urban Renewal Authority

(AURA) for incentive and development projects. About 72% of the city's revenue is dependent on sales and use tax.

Committee Discussion:

CM Jurinsky: Now, I actually have a question because I asked thoroughly about this when I was on the CABC and I asked where these funds go, and I was told by Greg Hays that all of these funds go into the general fund. That's really concerning to me if the AURA is using some of these funds, because just last night I was told that none of those funds come out of the general fund, specifically regarding our parking lot structure.

T. Velasquez: And I would address that Council Member basically when we have a TIF area, any of the revenues that are generated from the specific project, including OPT, would go back to the project. I think on Jeff's slides, it's just acknowledging that the revenue that's generated from specific projects is then shared back as a part of incentive agreements that were approved by previous city councils. So, it would definitely change the revenue flow to some of those projects. And I also have Greg online to answer any budgetary-related questions. I know from an almost \$6 million budget perspective it does have some larger impacts. And maybe, Greg, you can put it a little bit into perspective from a standpoint of what that reduction would mean.

G. Hays: I sure can. Thank you very much. If you're looking at \$5.9 million, it's the equivalent of about 80 people. We do have a balanced budget for 2023, and if you take \$6 million out, it would not be balanced. We would have to go find that money from somewhere. It is a significant amount of money. It's larger than six different budgets, general fund budgets. Aurora Water, City Council, Communications, General Management, HR, Planning. Their entire budgets are actually less than that. And what's more, 2024 is not -- it's close to being balance. We don't need to have a balanced budget for the future but taking on another \$6 million of ongoing funds would make that harder for the 2024 budget as well.

CM Gardner: All right. Thank you. Greg and Jeff. Council Member Murillo, questions, or comments for either staff or the sponsor?

CM Murillo: Thanks, Council Member Gardner. I think a few comments. Yes, I think that coming into the conversation and just saying that "Oh, we have a surplus and therefore I don't really need to look for the accompanying piece of where this ongoing revenue would come from" is concerning to me to the staff's comments around this does make it more challenging to balance our budget in the future. There will be budget implications. I think that was the biggest concern for me and I would like a better understanding of where the city management would take those ongoing funds because it's not just funds that would be taken out of this year's budget or whenever this comes into effect, but it is ongoing. That's just my biggest comment and request before this moves forward on my end.

CM Gardner: Council Member Zvonek, questions, or comments?

CM Zvonek: I would just say we haven't set a 2023 budget. As far as I know, we're going to do that at the budget workshop, and I think that will give us plenty of opportunity to identify what reductions we need to make in order to make this happen. But I think in terms of a signal that we want to continue to be the most business-friendly city in the state, and we are getting rid of a privilege tax of working in Aurora. We have to, I think, try to change our mental model, and recognize that it's actually a privilege for us to have employees here and it's not a privilege for them to work here. And I think this is one of the ways we can do that.

J. Twombly: And I just wanted to check with Jeff. It seems like I saw in the original ordinance that fire, police, and road maintenance were cited as reasons for instituting this tax in the first place. The funds weren't dedicated for those purposes, but I think those were cited as reasons why the council voted to approve that tax. Jeff, do you have any information on that?

J. Edwards: Correct. Thanks, City Manager Jim Twombly. Appreciate that question. That is correct. This was essentially a way for us to distribute the tax burden for the city to those that are coming into the city to work. And it pointed out that it was for police, fire, road maintenance, those types of costs, and other municipal services.

J. Twombly: Okay. Thanks.

CM Jurinsky: Yes. I asked repeatedly on CABC if these funds were dedicated for anything in particular and I was told numerous times, "No, they're not earmarked for anything. They just go into the general fund and that's where they are at in the general fund." And as Council Member Zvonek just said, the fact that we have a tax on businesses and workers in the city of Aurora states that it's their privilege to do business in this city or to be a worker in this city. I can't believe this has never been brought up before, but I think that we absolutely need to change our mindset on that and realize that it is actually the city's privilege. It is our privilege for businesses to come here and for workers to want to work in Aurora. And as Council Member Zvonek just pointed out, the budget is not set and that's exactly what we are going to go to the Budget Committee meeting to do. And the fact that we have any additional tax on people in Aurora, I think that those should be eliminated. And just as other taxes, on menstrual products and on diapers in this city have been eliminated, I look at this tax repeal as actually a more equitable tax cut, because it will be for anybody, regardless of gender, regardless of race. I mean, if you work in Aurora or have a business in Aurora, this tax is on you, and this will be a tax saving to all those who wish to do business here and work here.

CM Gardner: Any other questions or comments from the committee?

CM Murillo: Yes, I guess just the fact that we're not acknowledging that for months staff has put together our budget, essentially line item by line item. We've had public presentations at town halls, and we've had specific budget presentations. Suddenly to say that we're not essentially almost at the end and that we don't have a budget, sure, it's not yet confirmed. But let's be clear

that this would be a last-minute change that hasn't been incorporated into this current budget as it's been written. I just want to be very clear that when we say it's not yet been finalized, that's because we haven't yet made the final approval. But a last-minute change is what this would be. I just want to be very clear that that's where we're at in the budget process for this year.

CM Jurinsky: Council Member Gardner, I'd like to respond to that.

CM Gardner: Go ahead.

CM Jurinsky: The budget is created every single year. I'm not sure there's really a good time or a bad time to bring forward a tax cut. But I had some things that I needed to look into. Obviously, I wanted to come to this committee. It would be my prerogative to have brought this straight to a council meeting and to rush this process. But as I heard from my colleagues that don't always agree with me on much of anything, they would prefer me to follow the standard process that we have in place. I went about it that way this time, and I'm not sure that you can consider any kind of tax cuts on our citizens and our businesses to be something that's last minute. I find it to be something that's necessary.

CM Gardner: All right. Thanks, everybody, for comments and feedback. Council Member Murillo, would you like this to move forward?

CM Murillo: Not at this time. We were just talking about understanding fiscal notes and larger impacts last night. For it to be at the 11th hour, I think that's not something that I would prefer, but obviously, we'll talk about it if the committee approves it going forward. But like I said, I just wanted to be very clear on the rhetoric and the shaping of the conversation. So that's why I made my comments.

CM Gardner: Council Member Zvonek?

CM Zvonek: I think that now is actually the perfect time to move it forward as the elected officials who were elected by the people of Aurora to set the budget will be having a conversation about the budget for next year. It means we'll have to do some work, but that's okay. That's what we were elected to do.

CM Gardner: All right. And I'm fine with it moving forward as well.

Outcome

The Committee supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

WARD REALIGNMENT RECOMMENDATION DEADLINESummary of Issue and Discussion

CM Marcano presented the proposed ordinance which sets a deadline of no later than October 15th for rewarding recommendations to be before the Council. This preserves the existing timeline for the rewarding process to begin.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Zvonek, any questions or comments?

CM Zvonek: No, I think that makes sense. I know that earlier, Council Member Marcano, when we were having these discussions at the beginning of the year, there was some concern because the initial timeline, I think didn't have us finishing until into next year. As a committee, we decided to do that. I think creating some sort of guidelines going forward that keeps us on track is appropriate and I would support that moving forward.

CM Murillo: I don't have any questions. Similar to the comments just made, we intentionally moved it up so that there was less ambiguity later into next year. I think this is in line with the actions that we've taken on this committee this year. I support moving it forward.

CM Gardner: All right. And as both council members pointed out, we intentionally changed the original schedule that was presented to us to avoid this very problem where the maps wouldn't have been finalized until late spring or early summer next year for folks running, which could create some confusion. I am okay with it moving forward as well. Thank you for the presentation.

CM Marcano: All right, great. Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

UPDATE ON E-DISCOVERY IN COURTSSummary of Issue and Discussion

Julie Heckman presented an update on e-Discovery in courts. The City Attorney's Office Case Management System will help transition to an electronic case management system from the fully-paper file status. This would provide the ability to give e-discovery out electronically for any defendant in the municipal court regardless of representation. All body-worn cameras, videos, and pictures will be downloaded to a disk.

This issue was brought about at a Public Safety meeting on October 14th, 2021. The interim court administrator, Mike Ritter, at the time had asked for two additional FTEs to address the case management system and e-discovery software tool. Court IT asked city IT to be present in the next meeting to discuss buying versus building the software. Judge Shawn Day, Doug Wilson, Court IT, City IT, and other staff have been discussing how to move the court to transition electronically. It has been agreed upon that the City Attorney's Office must be the beginning of this and get case management into an electronic system. Following this would be eDiscovery then the court accepting all electronic filings. It was previously confirmed by the former interim court administrator that following the two FTEs that the work would be completed by Q1 of 2022. However, it is currently still not in place.

The city has since hired Ms. Candice Atkinson as the new court administrator and has continued conversations regarding this. City staff has gone back to CDAC about looking at the e-Discovery tool that they have which is a statewide system for all prosecutors. APD Records, the Crime Lab, and A911 package all the evidence to be sent to the state CDAC system. Due to this, there have been discussions of having other Aurora agencies package things the same way and having a system mirrored to the CDAC system. CDAC has provided a general quote of what they think it would take to look at their system, redesign it, and tweak it to Aurora's court system which currently does not have data sharing between courts. There are other municipalities that are also trying to switch to electronic and may be interested in getting onto the CDAC system.

The staff has also looked at several outside vendors that do prosecution-type case management systems which include e-Discovery. There is also one that works closely with Axon that provides body-worn cameras. They were contacted to present to City and Court IT and other city staff. The need for this implementation is past due given the inefficiencies created by the labor-intensive utilization of the files. Given that there is only one paper file, only one person or department can work on it at a time. This would then delay getting the evidence to APD and other preparations.

Committee Discussion:

CM Gardner: Appreciate that update, Julie. And I think the only comment that I have, and I had said this last year in public safety is my preference is to go with standard software, not creating our own. And it sounds like we're looking into some options like that. And those are my concerns. I have that concern because of when you have somebody who designs a program in-house and that person leaves, you create some issues there. And so, for ongoing and support purposes, I always prefer to use something standard. And I can't imagine that Aurora is that unique, that there isn't software out there that won't meet our needs. So that's just my thought or my input. But again, really appreciate the update. Obviously, it's a project that's been going on for a while and certainly something that we need to get implemented. Council Member Murillo, any questions or comments?

CM Murillo: None for me. Thanks for the update.

CM Gardner: Council Member Zvonek?

CM Zvonek: No, I would just echo what you just said. I think that to the extent that we can find a product that not only because of the reasons you pointed out but if there is some collaboration or any sort of data that can be shared across different jurisdictions, having that software would seem to make a lot of sense. I also just hope that this is a part of the broader conversation that we're continuing to have with IT in general and moving toward a capability model for the entire city. This isn't just related to courts or even prosecution, but generally across every department, I think that having a standalone IT department doesn't make a lot of sense. I think having people embedded there, but ultimately coming back to one shared capability makes a lot more sense. I hope we integrate this conversation with that broader one.

CM Gardner: Appreciate that. Thanks again, Julie.

J. Heckman: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

FITZSIMONS BUSINESS IMPROVEMENT DISTRICT – NEW BOARD MEMBER APPOINTMENT

Summary of Issue and Discussion

Chad Argentar presented this item. The Fitzsimons Business Improvement District (BID) is looking to expand their existing board as they only have two out of five filled seats. The nominee for the position is interested in serving and contributing to the businesses in the BID.

Committee Discussion:

CM Gardner: I appreciate that. Council Member Murillo, comments or questions?

CM Murillo: None here.

CM Gardner: Council Member Zvonek?

CM Zvonek: No Questions.

CM Gardner: All right. And I assume both of you are okay with it moving forward.

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: All right. Thanks, Chad.

C. Argentar: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

2023 WARD REDISTRICTING REVIEW

Summary of Issue and Discussion

Kadee Rodriguez presented this item. Staff is requesting for the M&F Policy Committee's decision to finalize which scenario to move forward to full Council.

Committee Discussion:

CM Gardner: And can you remind me which was the map that was recommended or put forward by the Election Commission?

K. Rodriguez: Scenario five.

CM Gardner: Okay. Council Member Zvonek, any thoughts, comments, or questions?

CM Zvonek: I guess my one question maybe, Kadee, is that can we have more than one recommendation from our Committee go forward to the full council? Or are you just looking for one?

K. Rodriguez: There's nothing that states you can't move forward more than one recommendation. So, I think it would be up to this Committee on how you'd like to do that.

CM Zvonek: I guess my suggestion would be to have these go forward to the full council to have a conversation with more of our colleagues about these scenarios and have maybe a presentation from the Election Commission at a Study Session. I think that's what the next step is. It would come to a Study Session. So have it come to a Study Session and a presentation as to why the Election Commission chose that map and then also lay out the other scenarios because I can imagine that some of our colleagues might ask why we chose this one, why the Election

Commission chose that one, and what were the other scenarios so that they can have eyes on them too. So that's my recommendation for moving it forward.

CM Murillo: Yes, something similar on my end. I would prefer to not narrow it down at this point since this impacts the full council and have the broader discussion at a Study Session where we can all talk about it. All the options.

CM Gardner: Okay. Well, it sounds like that's what the will of the Committee is. Kadee, is that going to be the next available study session? Is that what our schedule was?

K. Rodriguez: It's actually the second study session in October. So, it's not the one this Monday, but the next one.

CM Gardner: The next one, yes. Okay, sounds good. Well, we will get a presentation at the second Study Session in October. And Kadee, thank you. And I don't think Daniel is on the phone but thank you both for all your work this year with our committee and the presentations and all that. Really appreciate you guys working through the process.

K. Rodriguez: Okay. Thank you. And we'll work with the Election Commission to get them on the Study Session for the last study session in October.

CM Gardner: All right, thanks.

K. Rodriguez: Thank you.

Outcome

The Committee decided to have the Election Commission present all scenarios, including the recommended scenario, in the second October Study Session.

Follow-up Action

Staff will coordinate with the Election Commission regarding their presentation for the second October Study Session.

ANNUAL REVIEW OF INVESTMENT POLICY

Summary of Issue and Discussion

Teresa Sedmak presented this item. The investment policy of the city is reviewed to incorporate any changes in the state statute or other required changes. For the recent review, city staff made two non-substantive changes. One is to define the nationally recognized statistical rating organizations; namely Moody's, S&P, and Fitch. The other change made was to reformat the section related to general obligation bonds and revenue bonds to improve clarity. The revisions

were presented to the Investment Advisory Committee on August 4th. Legal counsel has advised that there is no action necessary due to the non-substantive matter of the changes.

Committee Discussion:

CM Gardner: All right. Thank you. Council Member Murillo, questions or comments?

CM Murillo: I do not have any questions.

CM Gardner: Council Member Zvonek?

CM Zvonek: No.

CM Gardner: All right. Thank you for the presentation, Teresa.

T. Sedmak: Sure.

Outcome

Information only.

Follow-up Action

No follow-up needed.

PROPOSED MODIFICATIONS TO MORAL OBLIGATIONS POLICY AND REVIEW OF EXISTING MORAL OBLIGATIONS

Summary of Issue and Discussion

Teresa Sedmak presented this item. The city has existing moral support transactions with the Hyatt Regency Conference Center and Parking Garage and FRA Bioscience III Building. Recently, City Council has approved the continuance of the moral obligations support on Hyatt refinancing which is going to close next week. The rate was locked based on a 3.81% rate on the ten-year US Treasury rate plus a spread of 25 basis points bringing the rate on the new loan locked at 4.06%. The moral support for this transaction takes the form of a debt service reserve equal to a one-year debt service at \$1.7 million. Should the debt service be depleted, it must be replenished. This would then have to go to Council for an appropriation if the funds are not available. AURA has been providing support in the form of capital advances from other TIF revenues generated within the Fitzsimons Urban Renewal Area. No draw has been made on the debt service reserve since it could be a reportable event to investors and may have negative connotations. The need for additional support is not expected until 2024.

The Bioscience III Building moral obligation support is also in the form of a debt service request of \$2.5 million. If depleted, it must be replenished. The building was completed in 2020 and most of the space has been leased out. There are approximately 25% or 30,000 square feet yet to

be leased. A possible tenant is holding off on a decision until Q1 of 2023 due to economic uncertainty. Despite this, there are other potential tenants in the pipeline. The moral obligation terminates in December 2024. The FRA has adequate liquidity to satisfy its debt service obligations and doesn't foresee a draw on the debt service reserve.

In 2021, Council Member Gruber requested a review of the moral obligation policy. Staff has been working with Bond Council to do a thorough review and recommend modifications. One of the notable changes is the change in wording from moral obligation "pledge" to moral obligation "support." This is because "pledge" implies a binding financial obligation and a pledge of collateral. A definition of what a moral obligation is was added to the policy. The new policy explicitly prohibits substantive changes in the financing and proposed financing subsequent to its presentation to M&F, unless allowed by the authorizing resolution. The evaluation criteria were also strengthened and now include the presentation of timing and frequency related to the moral obligation and the likelihood of repayment over time.

Committee Discussion:

CM Gardner: All right. Thank you for the presentation. And yes, I agree with the changes that were made. I think just clarifying some things, tightening up some language, and then even just having a description of what moral obligations are for members of the public or people who are less familiar. I think all those changes are good. So, I would support moving it forward. Council Member Murillo, any questions or comments? And then do you support moving forward as well?

CM Murillo: Yes, I was just going to ask for the red-line version, if you don't mind. And I do support adding more clarity and practical usefulness to the policy. So, I do support moving it forward.

T. Sedmak: Thank you.

CM Gardner: Council Member Zvonek?

CM Zvonek: No questions. And I do support moving forward.

CM Gardner: All right. Thank you. Thanks, Teresa.

T. Sedmak: Thank you.

Outcome

The Committee unanimously supported moving the item forward.

Follow-up Action

Staff will move the item forward to Study Session.

**SUMMARY RESULTS - SALE AND CLOSING OF CITY OF AURORA 2022 COPS
(ROAD IMPROVEMENTS PROJECTS)**Summary of Issue and Discussion

Teresa Sedmak presented this item. On August 24th, Aurora priced its Series 2022 Certificates of Participation (COPs) to finance various roadway improvements. There was a par amount of \$31.9 million to offer to investors and the city received orders for \$102 million, which is a 3.2 times oversubscription. This allowed staff to reprice several maturities for interest rate reductions. Some longer-term maturities were repriced with a higher yield. The all-in-interest cost, including the underwriting and cost issuance on the deal, was 3.685%. The closing on the COPs occurred on September 7th and were sold to RBC and Stifel. They were packaged with a rating of AA1 from Moody's which is the highest rating afforded to an appropriation credit.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No questions. That's great news. I'm happy to hear that we were able to lock in the lower rate and move this forward. I know this is ultimately going towards a much-needed road maintenance repair. So, I'm just happy to hear that we're moving forward and saving the taxpayers a little bit of money along the way.

T. Sedmak: Thank you.

CM Gardner: Council Member Murillo?

CM Murillo: Nothing on my end.

CM Gardner: All right. Thank you for the presentations, Teresa.

T. Sedmak: Thank you.

Outcome

Information only.

Follow-up Action

No follow-up needed.

2023 BID OPERATING PLANS AND BUDGETS

- 5a. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Parkside at City Centre Business Improvement District
- 5b. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Fitzsimons Business Improvement District
- 5c. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2022 Operating Plan and Budget for the Havana Business Improvement District
- 5d. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 2
- 5e. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Painted Prairie Business Improvement District No. 1
- 5f. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Tower Business Improvement District
- 5g. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 2
- 5h. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Windler Business Improvement District No. 1
- 5i. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Citadel on Colfax Business Improvement District
- 5j. Consideration of A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2023 Operating Plan and Budget for the Porteos Business Improvement District

Summary of Issue and Discussion

Carol Toth gave an overall presentation for items 5a through 5j regarding the 2023 Operating Plans and Budgets of ten business districts organized within the city. The state statute requires that each BID organized within a municipality file their upcoming budget with the City Clerk for review and approval by the City Council by December 5th.

Committee Discussion:

CM Gardner: Okay. I think since they were included in the backup, we don't need individual presentations. But to give council members an opportunity to ask questions. Council Member Murillo, any questions on 5a through 5j?

CM Murillo: No.

CM Gardner: Council Member Zvonek?

CM Zvonek: I don't have any.

CM Gardner: And are you both okay with moving these forward?

CM Zvonek: Yes.

CM Murillo: Yes.

CM Gardner: Thank you. These will move forward. Thank you for the presentation.

Outcome:

The Committee unanimously supported moving items 5a through 5j forward.

Follow-up Action:

Staff will move items 5a through 5j forward to the October 17th Study Session.

2023 GID OPERATING PLAN AND BUDGETS

- 6a. General Improvement District 1-2007 (Cherry Creek Racquet Club) 2023 operating budget
- 6b. General Improvement District 2-2009 (Pier Point 7) 2023 operating budget
- 6c. General Improvement District 2-2011 (Aurora Conference Center) 2023 operating budget
- 6d. General Improvement District 1-2016 (Cobblewood) 2023 operating budget

- 6e. General Improvement District 1-2008 (Peoria Park) 2023 operating budget
- 6f. General Improvement District 3-2008 (Meadow Hills Country Club) 2023 operating budget

Summary of Issue and Discussion

Andrew Jamison gave an overall presentation for items 6a through 6f regarding ordinances to approve the Operating Plans for the General Improvement Districts (GIDs) within Aurora. Generally, they authorize a mill levy to collect a property tax within the district to pay debt service for certain capital improvements that the districts had elected to improve. This is with the exception of the Aurora Conference Center which uses a direct funding model to pay for improvements.

Committee Discussion:

CM Gardner: Council Member Zvonek, any questions?

CM Zvonek: No.

CM Gardner: Council Member Murillo?

CM Murillo: No questions for me.

CM Gardner: And are you both okay with moving these forward?

CM Murillo: Yes.

CM Zvonek: Yes.

CM Gardner: All right. Thanks, Andrew.

A. Jamison: Thank you.

Outcome:

The Committee unanimously supported moving items 6a through 6f forward.

Follow-up Action:

Staff will move items 6a through 6f forward to the Budget Workshop and the Regular Council Meeting.

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

ADJOURNMENT

The next meeting is tentatively scheduled for Tuesday, October 25, 2022 at 1:00 PM (WebEx)

THESE MINUTES WERE APPROVED AS SUBMITTED

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint Two (2) Members to the Aurora Immigrant and Refugee Commission
Item Initiator: Roberto Venegas, Deputy City Manager
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.4--Strengthen and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

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

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 Aurora Immigrant & Refugee Commission (AIRC) promotes the integration of the local immigrant and refugee communities into Aurora's civic, economic and cultural life.

The AIRC consists of eleven (11) voting members appointed by the Aurora City Council. The term length is two (2) years and members may serve up to three (3) terms.

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

The AIRC currently has 3 vacancies. The Commission received 2 applications and interviews were conducted on October 11th, 2022.

Among the applicants were:
Carlos Diaz
Coralie Betrand-Guerrero

Upon conducting interviews, the AIRC respectfully recommends the appointment of the following candidates:

Carlos Diaz – 1st term beginning 2/1/2022 and ending on 1/31/2025
Coralie Betrand-Guerrero – 1st term beginning on 2/1/2022 and ending on 1/31/2025

QUESTIONS FOR COUNCIL

Does Council wish to appoint Carlos Diaz and Coralie Betrand-Guerrero to the Aurora Immigrant and Refugee Commission?

LEGAL COMMENTS

There shall be a good faith effort made to have the membership of the Aurora Immigrant and Refugee Commission fully represent the diversity of the immigrant and refugee community. The Commission shall consist of 11 members who are residents of the City of Aurora. (Section 2-878 of the City Code) (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

MEMORANDUM



City of Aurora

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TO: Mayor Coffman & Members of City Council
THROUGH: Roberto Venegas, Deputy City Manager
FROM: Ricardo Gambetta, Manager Office of International & Immigrants Affairs
DATE: October 12, 2022
SUBJECT: AIRC Appointment

October 12, 2022

Dear Mayor Coffman & Members of City Council,

The Aurora Immigrant and Refugee Commission (AIRC) consists of eleven (11) voting members appointed by the Aurora City Council. AIRC has 3 open positions that need to be filled due to term expiration and resignation of previous members. After a series of outreach efforts by AIRC and OIIA, the City Clerk's office received 2 applications. The AIRC conducted interviews with the applicant who is seeking appointment on October 11, 2022. The AIRC members were very impressed with the applicants and they would like to recommend appointment of 2 applicants for the current opening.

On behalf of the Chair of the Aurora Immigrant and Refugee Commission, we are recommending the City Council approve the following action:

1- Appointment of new members,

- a- Carlos Diaz: AIRC members were impressed with Mr. Diaz strong academic background and professional expertise in the area of finance. Mr. Diaz has a lot of experience working with immigrants and refugees on financial literacy programs.
- b- Coralie Betrand-Guerrero: The Commission was very impressed with Ms. Betrand-Guerrero's interview. Ms. Betrand-Guerrero is very enthusiastic about serving the immigrant refugee community. She is originally from Haiti and Commission members are looking forward to working with local Haiti community.

There will be still 1 open position and AIRC & OIIA will diligently look for qualified applicants who could fill those open positions.

Thank you for your consideration and please let me know if you have any questions or concerns.

City of Aurora
APPLICATION FOR APPOINTMENT
 PLEASE TYPE OR PRINT CLEARLY

10/5/22

Ward No.
 4

Application kept for One Year. May Attach Resume.

Aurora Immigrant and Refugee
 no

PERSONAL INFORMATION:

Carlos Diaz	34 yrs
[REDACTED]	Yes
[REDACTED]	[REDACTED]

EDUCATION:

**Required to verify voter registration

22 yrs	Bachelor of Engineering Master of Economics and Finance
University of Engineering Lima Peru Louvain University Louvain Belgium	

EMPLOYMENT:

WFG	Financial Educator	33yrs
Financial Literacy	Financial Educator	

COMMUNITY INVOLVEMENT:

Heartland Institute of Financial Education
Toastmasters international

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

CONFLICT OF INTEREST:

DO YOU HAVE ANY CONFLICTS OF INTEREST THAT SHOULD BE DISCLOSED? Yes No
 No

INTERESTS/ACTIVITIES:

Personal Development
Fitness, Reading, Teaching, Leadership

WHY DO YOU DESIRE THIS APPOINTMENT?

Contribute to the process of Integration of our communities into living in the USA
 As much as required

PLEASE GIVE THREE REFERENCES:

Ricardo Gambetta City. Of Aurora	Address:	Phone:
-------------------------------------	----------	--------

Chris Felton	E	E
Cosmas Agwu	E	E

I certify that the foregoing information is true and correct.

CARLOS DIAZ
(Volunteer's name printed)


(Volunteer's signature)

10/05/2022
(Date)

Date Received: 10/5/2022
 Aurora Resident: Ward 4
 Registered Voter: 10/17/2018



Aurora Immigrant And Refugee Commission

Applicant Package - Ward To Be Determined

Aurora Immigrant And Refugee Commission - Ward To Be Determined

Term:01 Feb 2022 - 31 Jan 2024

Positions Available: 3

Number of applicants in this package: 1

- Bertrand-Guerrero, Coralie

Date Received: 10/03/2022

Resident of Aurora

Ward: 6 County: Arapahoe

Tristen Sheptock

Name: Bertrand-Guerrero, Coralie

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth: [REDACTED]

Home Phone Number: n/a

Work Phone Number : [REDACTED]

How long have you lived in Aurora?: 2 years

Are you registered to vote?: No

Years of Education Completed: High School and Undergraduate Diplomas

Degree(s) Received: Bachelor of Arts in Human Communication - University of Central Florida

College(s) Attended: University of Central Florida
Stetson University

Employer Name: CBG Media Agency (Self-Employed)

Employer Address: 2157 S Scranton Way, Aurora CO 80014

Current Position: Content Strategist

Years with Current Employer: 2

Work Experience: Professional Resume attached

Certification(s): NetBase Social Listening - 2021

How are you involved in your community?: enpaK Haiti Assistant Grant Writer & Branding Consultant 2017 - Current
Developed a grant proposal to launch Tifi Djamn, a concept initiated by enpaK to reinforce female community leadership and economic sustainability in underserved communities of Haiti. Served as a Branding Consultant for "Yon Kominote pou Nou Tout" (A Community for Us All), crafting program messaging and visual brand design. This program, launched in 2020, will lead collaborative efforts to promote equal opportunity for people with disabilities in Haiti.
Visit Enpak Haiti on Facebook: <https://www.facebook.com/enpaKHaiti/>

WarnerMedia Student Storytelling Workshop Contributor December 2021
This storytelling workshop was led in partnership with 21st Century Leaders. I met with students from Wheeler High School in Marietta, GA and we discussed identifying our unique strengths, staying committed to learning competitive skills, and showing up as our most authentic, passionate selves in front of potential employers.

List your interests and activities.: Traveling, hiking, camping, and enjoying the outdoors. I'm interested in expanding my volunteer experience to education and supporting small and immigrant-led businesses.

Do you presently serve in any other appointed position on a board, commission or committee?: No

If yes, enter the board name and position: n/a

Are you currently a member and seeking reappointment on the board you are applying for?: No

Why do you desire this appointment?: I'm really looking forward to joining the team, and hopefully being able to connect Haitian immigrants and anyone else I have the language skills to communicate with, to key resources to improve their quality of life and access to opportunity.

How much time do you anticipate being able to spend on this appointment each month?: 5-10 hours

Do you have any conflicts of interest that should be disclosed?: No

If yes, please explain: n/a

Reference 1: Full Name, Phone Number and Address: Derek Smith
Founder and Managing Member
Marinship Development Interest

[REDACTED]

Reference 2: Full Name, Phone Number and Address: Susan Vernon-Devlin
Manager, Communications and Marketing
University of Central Florida Rosen College of Hospitality Management

[REDACTED]

Reference 3: Full Name, Phone Number and Address: Nicolas Simonin
Senior Manager, Business Intelligence – Audience Insights
Warner Bros. Studios/HBO Originals/HBO Max

[REDACTED]

How did you hear about us?:

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct: Coralie Bertrand-Guerrero

Time of Submission: 10/03/22 4:29:43 AM

Attachments:

- @Coralie BertrandGuerrero_Resume_CBG Media Agency.pdf

CORALIE BERTRAND-GUERRERO

Coralie is a creative and analytical digital communications professional bringing six years of experience in marketing strategy, paid social advertising, and marketing reporting. While completing her Bachelor of Arts in Human Communication, Coralie Bertrand-Guerrero conducted qualitative and quantitative research on human behavior as it relates to online media consumption as well as the nuances of access to technology, intercultural relations, gender, and race.

CORE COMPETENCIES

- NetBase Analysis Certification
- Tableau Dashboards
- Google Analytics
- Meltwater
- Data Cleansing
- Data Interpretation
- French Language Fluency
- French Cultural Fluency
- Social Media Management
- Market Research
- Powerpoint Presentations

WORK EXPERIENCE

CBG Media Agency, LLC
Remote

Marketing Strategist and Content Creator
May 2020 – Present

- CBG Media helps companies identify untapped online markets to bring engagement to their business and dollars back into their budgets. Our white glove services help curate content that reflects authentic experiences to build community around brands. Core services include: article and blog post ghostwriting, professional brand consulting, online platform management, social listening brand analysis, press releases, newsletters, and influencer program management.
- As of May 2022, CBG Media has expanded our team to welcome 10 Digital Marketers and UX/UI Specialists bringing the following skills: Graphic Design, Wordpress, Webflow, SEO, CRM Development, Mobile Apps, SMO, Facebook and LinkedIn Ads, as well as Social Media Optimization.
- CBG Media Agency's Coralie Bertrand-Guerrero, has worked with brands you know and love vetting influencers, evaluating social sentiment, and analyzing organic conversations.

WarnerBros Discovery
Remote

Audience Insights Analyst, France
Corporate Research, Data, & Insights
August 2020 – August 2022

- Leverage NetBase, Google Analytics, and Tableau to gather actionable insights in support of theatrical releases and the following consumer brands: HBO, HBO Max, Warner Bros., DC Entertainment, New Line, Cartoon Network, and Adult Swim.
- Conduct iterative usability testing on HBO Max streaming platform digital experience during various phases of product build and provide recommendations on how to quickly improve the product.
- Lead large-scale qualitative and quantitative research projects, including research design, pre-planning, asset collection, data cleansing, analysis methodology, qualitative research moderation, report writing, and presentation of findings.
- Execute market and competitive research to help inform digital roadmaps.
- Processes and evaluates French language insights in support of marketing operations.

CoBank
Remote

Digital Communications Specialist (Contractor)
June 2020 – August 2020

- Leveraged HTML proficiency to create and update web page content in line with nationwide digital and social media strategy.
- Leveraged the bank's social media platforms to support federal government lobbying activities.
- Implemented search engine optimization practices to maximize the number of visitors.
- Served as in-house resource providing guidance to the bank's lines of business in implementing digital initiatives.

Corporate Travel Management
Remote

Bid Writer, North America Sales Support
March 2019 – March 2020

- Produced customized responses and related documentation for formal competitive sales engagements (RFP, RFQ, RFI, etc.).
- Participated in strategic planning to include marketing intelligence evaluations against client value proposition.
- Collaborated with IT Executives, Business Development Managers and Account Managers to customize sales and technical pitches to highlight CTM's unique value proposition for each client, including PowerPoint presentations and supporting prospect-facing materials.
- Created and edited original graphic design elements to reflect consistent branding, industry-specific imagery, and proprietary technology.

Job Store Staffing
Denver, CO

Social Media Specialist
February 2019 – September 2019

- Increased social media engagement significantly by augmenting Facebook likes by 60% and growing Twitter followers by 40%, Instagram followers by 30% and LinkedIn followers by 20% - exceeding my predecessor's LinkedIn growth rate by 5%.
- Managed digital strategy and paid social media advertising budget to include Facebook, Twitter, Instagram and LinkedIn.
- Built and executed social media strategy through research, benchmarking and audience identification.
- Tracked and analyzed analytics reports to gain insight on traffic, demographics, and effectiveness; utilized this information to positively affect future outcomes.

DRMP, Inc.

Orlando, FL

Marketing and Business Dev. Coordinator

November 2016 – May 2018

- Conducted technical staff interview and presentation coaching sessions for FL and NC markets.
- Served as proposal development liaison between technical staff, external partners and creative team.
- Defined and executed social media strategy in support of customer and stakeholder engagement efforts.

Waste Pro USA

Longwood, FL

Public Relations Coordinator

September 2015 – November 2017

- Leveraged Meltwater and Sysomos to gather actionable customer insights by municipality to support local environmental services and centralized marketing operations.
- Developed technical fact sheets for specialized equipment.
- Enhanced customer and stakeholder engagement across social media channels.
- Crafted and successfully pitched articles to national, local and trade publications.

CFX

Orlando, FL

Public Relations Intern

August 2015 – December 2015

- Developed technical fact sheets for specialized equipment.
- Coordinated B2C Facebook contest in support of E-PASS marketing.
- Contributed content for social media and comprehensive annual financial report.
- Interviewed agency leaders for editorial brand positioning projects.

Moxe

Orlando, FL

Public Relations Intern

May 2015 – August 2015

- Researched marketing trends.
- Developed comprehensive media proposals for municipal clients.

EDUCATION

Bachelor of Arts in Human Communication
University of Central Florida - Orlando, Florida

CONTINUING EDUCATION

2022

Tableau Essential Learning
Google Analytics

2021

NetBase Certification

2020

HTML Essentials
Advertising on Facebook
Advertising on Instagram

RELEVANT VOLUNTEER EXPERIENCE

WarnerMedia Student Storytelling Workshop Contributor December 2021
This storytelling workshop was led in partnership with 21st Century Leaders. I met with students from Wheeler High School in Marietta, GA and we discussed identifying our unique strengths, staying committed to learning competitive skills, and showing up as our most authentic, passionate selves in front of potential employers.

enpaK Haiti Assistant Grant Writer & Branding Consultant 2017 - Current
Developed a grant proposal to launch Tifi Djamn, a concept initiated by enpaK to reinforce female community leadership and economic sustainability in underserved communities of Haiti. Served as a Branding Consultant for "Yon Kominote pou Nou Tout" (A Community for Us All), crafting program messaging and visual brand design. This program, launched in 2020, will lead collaborative efforts to promote equal opportunity for people with disabilities in Haiti. Visit Enpak Haiti on Facebook: <https://www.facebook.com/enpaKHaiti/>



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Library Board
Item Initiator: Midori Clark, Director of Library and Cultural Services
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

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

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 Library Board shall have the power to recommend to the city council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public, and the violation of any such rules and regulations shall be deemed a violation of this Code.

The Library Board consists of seven (7) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to two (2) terms.

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

The Library Board currently has four (4) vacancies. The Commission received one application and interviews were conducted on September 26, 2022.

Among the applicants were:
Hannah Poertner

Upon conducting interviews, the Library Board respectfully recommends the appointment of the following candidate:

Hannah Poertner – 1st term beginning 06/16/2022 and ending on 06/15/2025

QUESTIONS FOR COUNCIL

Does Council wish to appoint Hannah Poertner to the Library Board?

LEGAL COMMENTS

The library board shall consist of seven members, none of which shall serve more than two consecutive terms. The library board shall have the power to recommend to the city council rules and regulations that it deems necessary to govern and prescribe the use of the public library and its facilities by the public. (City Code Section 2-297). (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



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Paula Vargas, Board Chair, Library Board of Trustees

THROUGH: Tristen Sheptock, City Clerk Analyst
Midori Clark, Library and Cultural Services Department, Director

DATE: October 14, 2022

SUBJECT: New Appointment to the Library Board of Trustees

The Library Board of Trustees consists of seven (7) voting members appointed by the Aurora City Council. Four (4) vacancies currently exist.

Summary

Ms. Hannah Poertner submitted an application to the Library Board of Trustees on September 19, 2022. She was interviewed on September 26, 2022. She is a registered voter and resident of Aurora. Ms. Poertner works as a data analyst and holds a degree in Entrepreneurship.

Ms. Poertner worked in a library for a year prior to moving to Colorado. She has a love of reading and books. Ms. Poertner describes herself as having meticulous organizational skills and enjoys teamwork and collaboration.

The Library Board of Trustees strongly supports the appointment of Hannah Poertner as a Member of the Library Board of Trustees.

Library Board
Applicant Package - At Large

Library Board - At Large

Term: 16 Jun 2022 - 15 Jun 2025

Positions Available: 2

Number of applicants in this package: 1

- Poertner, Hannah

Date Received: 09/19/2022

Registered Voter & Resident of Aurora

05/30/2020 Ward: 5 County: Arapahoe

Tristen Sheptock

Name: Poertner, Hannah

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth: [REDACTED]

Home Phone Number: [REDACTED]

Work Phone Number : [REDACTED]

How long have you lived in Aurora?: 11 months

Are you registered to vote?: Yes

Years of Education Completed: 15

Degree(s) Received: Associates

College(s) Attended: Tidewater Community College
Metropolitan State University Denver

Employer Name: MGMS

Employer Address: 104 Inverness Terrace East
Englewood, CO 80112

Current Position: Data Analyst

Years with Current Employer: 2

Work Experience: Please see attached resume
Additionally, I worked at the Van Wyck Library in Norfolk VA from 2016-2017

Certification(s): MGMA - Project Management and Strategic Planning
MGMA - Revenue Cycle Management

How are you involved in your community?: Looking to become involved in local community as I have settled in my new home and the public library system holds a special place in my heart.

List your interests and activities.: Reading and education
Gardening
Entrepreneurship

Do you presently serve in any other appointed position on a board, commission or committee?: No

If yes, enter the board name and position: N/A

Are you currently a member and seeking reappointment on the board you are applying for?: No

Why do you desire this appointment?: N/A

How much time do you anticipate being able to spend on this appointment each month?: 20+ if needed

Do you have any conflicts of interest that should be disclosed?: No

If yes, please explain: N/A

Reference 1: Full Name, Phone Number and Address: Megan Kulas, [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address: Lynn Cox, [REDACTED]
[REDACTED]

Reference 3: Full Name, Phone Number and Address: Will provide if selected for interview.

How did you hear about us?:

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct: Hannah Poertner

Time of Submission: 09/16/22 10:36:20 AM

Attachments:

- 2022 Poertner Resume.pdf

HANNAH POERTNER

PROFESSIONAL SUMMARY

Experienced and results driven data and project analyst, competent in gathering and interpreting compensation and operational data while focusing on detail and accuracy. Seeking a new challenge where I can be a valued member of a dynamic team and increase my skill set.

SKILLS

- Teamwork and collaboration
- Meticulous organizational skills
- MS Office Suite
- Data collection, analysis, and reporting
- Coordinate and prioritize assignments
- Adaptable learner
- Project leadership
- Critical thinking

EDUCATION

Bachelors in Entrepreneurship, Metropolitan State University of Denver, Denver, CO,
Expected graduation December 2023

Associates in Business Administration, Tidewater Community College, Norfolk, VA, May 2019

Phlebotomy Technician Certification, Centura College, Norfolk, VA, 2016

EXPERIENCE

MGMA | Englewood, CO

October 2021-Current

Jr. Data Analyst

- Leads survey projects with responsibility for project and project team oversight, including meeting established deadlines.
- Lead the Cost and Revenue survey and Practice Operations survey for 2022 report year, including designing survey questionnaires for web and excel.
- Develops and programs files used for automated report generation and data analysis.
- Identifies and deploys process improvement ideas to streamline efficiency and accuracy of survey data.
- Oversees and participates in data editing and verification, evaluates, and assesses statistical data produced from returned survey questionnaires.
- Provides technical interpretation of revenue, expenses, staffing, cost efficiency, compensation and production information reported in the MGMA survey.

MGMA | Englewood, CO

July 2020-October 2021

Data Specialist

- Provides primary customer support for the department by providing technical interpretation of the MGMA reports and related products and services using ORCA and Excel databases.
- Audits and maintains up to date external resources and process documentation such as frequently-asked-questions, glossaries, user manuals, instructional videos, and verifies and informs team members.

- Communicates with survey respondents to discuss practices structure, reported information, verifies and corrects survey questionnaire data, ensures survey applicability, and expands upon submitted data.

Denver West Family Practice | Golden, CO

Aug 2019-July 2020

Patient Coordinator

- Handle incoming phone calls from patients, specialty clinics, pharmacies, and doctors.
- Train new hires on software used within the office and office policies.
- Responsible for tracking medical records requests and incoming medical records.
- Accurately input outside medical records into chart from specialty clinics and previous primary care providers for patients.
- Investigate and direct patient inquiries or complaints to appropriate medical staff members and follow up to ensure satisfactory resolution.
- Establishing and maintaining interpersonal relationships to contribute to a cooperative work environment.

CERTIFICATIONS

Revenue Cycle Management Certification, MGMA

May 2022

Project Management and Strategic Planning, MGMA

November 2022



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the General Employees' Retirement Board
Item Initiator: Steven Shanks, Pension Plan Administrator
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.2--Maintain superior financial reporting, financial controls, appropriate reserves, budgeting financial management and transparency

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

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

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

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 purpose of the General Employees' Retirement Board is to administer the pension plan for the city of Aurora general employees, to manage and be responsible for its proper operation, and to supervise the investment of funds held in trust.

The General Employees' Retirement Board consists of seven (7) voting members appointed by the Aurora City Council. The term length is three (3) years and members are not term limited.

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

The General Employees Retirement Board currently has 1 vacancy. The Commission received 1 application and the interview was conducted on September 15, 2022.

Among the applicants were:
Tom Tobiassen

Upon conducting the interview, the **General Employees' Retirement Board** respectfully recommends the reappointment of the following candidate:

Tom Tobiassen – 2nd term beginning 1/1/2023 and ending on 12/31/2026

QUESTIONS FOR COUNCIL

Does Council wish to reappoint Tom Tobiassen to the General Employees' Retirement Board?

LEGAL COMMENTS

The General Employees' Retirement Plan Board shall consist of three participants who are employees of the City, elected by employees of the City who are participants of the plan. In addition, there shall be three qualified electors of the City, appointed to the Board by City Council, which electors have resided in the City for at least one year and who are not employees or officials of the City, and who are not receiving benefits under the plan. (Section 102-145 of the City Code) (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



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Steven Shanks, Pension Plan Administrator
General Employees' Retirement Plan

THROUGH: Tristen Sheptock, City Clerk Analyst

DATE: October 17th, 2022

SUBJECT: Reappointment to the General Employees' Retirement Board

Board or Commission: General Employees' Retirement Board (GERP)

Number of Vacancies: 1

Interview Information

Date of Interviews: September 15th, 2022

Names of Applicants: Thomas Tobiassen

Applicants Interviewed: 1

Recommendation

Suggested Reappointment(s): Thomas Tobiassen

Summary:

The General Employees' Retirement Board interviewed **Thomas Tobiassen (Ward V)** on September 15, 2022. Mr. Tobiassen was first appointed as a GERP trustee in 2020 and currently serves as an advisor to the staff on information systems security.

Mr. Tobiassen has enjoyed his time serving as a GERP trustee and has expressed a desire to continue to contribute to the Aurora community. Tom noted his current community involvement as Chair of the City of Aurora Public Defenders Commission and a member of the City of Aurora Oil and Gas Advisory Committee and that he is very interested in the City of Aurora.

Board members noted his previous experience with RTD, which included being Chair of the RTD Board of Directors, and Chair of the RTD Salaried Employees Defined Benefit Pension Fund for five years. He experienced the struggles of a pension fund recovering from the global financial crisis and understands the long-term effect of increasing benefits. The Board also discussed his expertise in information systems security and how that has benefited GERP. All agreed that Tom has made a significant contribution to GERP.

The GERP Board members were unanimous in their support and highly recommend Tom Tobiassen's reappointment for a term beginning January 1, 2023 through December 31, 2026.

General Employees Retirement Board

Applicant Package - At Large

General Employees Retirement Board - At Large

Term:01 Jan 2023 - 31 Dec 2026

Positions Available: 1

Number of applicants in this package: 1

- Tobiassen, Tom

Date Received: 10/17/2022

Registered Voter & Resident of Aurora

08/15/1988 Ward: 5 County: Arapahoe

Tristen Sheptock

Name: Tobiassen, Tom

Address: [REDACTED]

Email: [REDACTED]

Board Name: General Employees Retirement Board

Date of Birth: [REDACTED]

Home Phone Number: [REDACTED]

Work Phone Number : [REDACTED]

How long have you lived in Aurora?: 34

Are you registered to vote?: Yes

Years of Education Completed: 16

Degree(s) Received: BS Computer Science

College(s) Attended: University of Maryland

Employer Name: Zeta Associates Inc. (Retired)

Employer Address: 562 Sable Blvd Suite 270
Aurora, CO 80011

Current Position: Retired - Information Systems Security Engineer

Years with Current Employer: 14

Work Experience: • Retired from 48 years as an Information Technology professional including 16+ years in Information Assurance.

- Current CISSP-ISSEP, CISA, Security + Certifications
- Extensive system administration experience in Red Hat Linux and OpenVMS
- Top Secret SSBI Security Clearance

Certification(s): CERTIFICATIONS

CISSP-ISSEP, ISC²: ID 481950

CISA – ISACA: ID 15122170

Security + - CompTIA Career ID COMP001020667875

General Commercial Radio Telephone License – Federal Communications Commission

SECURITY CLEARANCE:

- Top Secret SBBI (retired)

How are you involved in your community?: Over my 34 years living in Aurora, I served as a volunteer on the RTD Board of Directors (Chair - 2016), CABC, CWAC, Planning Commission, Drought Advisory Committee (2003), Oil and Gas Advisory Committee, GERP, Public Defenders Commission (Chair), Mission Viejo Neighborhood Watch (Head Area Coordinator), Bicycle Aurora (Pres) and the High Line Canal Cleanup efforts.

List your interests and activities.: Traveling, bicycling, ham radio, volunteering, flying, RV'ing.

Do you presently serve in any other appointed position on a board, commission or committee?: Yes

If yes, enter the board name and position: Oil and Gas Advisory Committee (member), GERP (trustee), Public Defenders Commission (Chair)

Are you currently a member and seeking reappointment on the board you are applying for?: Yes

Why do you desire this appointment?: My interest in this reappointment is to continue serving as a volunteer, the City of Aurora and its residents.

How much time do you anticipate being able to spend on this appointment each month?: 5 to 10 hours per month

Do you have any conflicts of interest that should be disclosed?: No

If yes, please explain: No conflicts

Reference 1: Full Name, Phone Number and Address: Brad Pierce

[REDACTED]

Reference 2: Full Name, Phone Number and Address: Carolyn Boller

[REDACTED]

Reference 3: Full Name, Phone Number and Address: Bob Broom

[REDACTED]

How did you hear about us?:

Word of Mouth

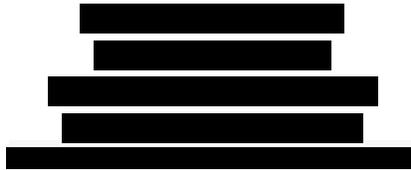
By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct: Tom Tobiassen

Time of Submission: 10/16/22 9:14:14 PM

Attachments:

- 2022 ISSEP Tobiassen Resume - ISC2.pdf

Thomas J. Tobiassen



HIGHLIGHTS:

- 48 years as an Information Technology professional including 16+ years in Information Assurance.
- Current CISSP-ISSEP, CISA, Security + Certifications
- Extensive system administration experience in Red Hat Linux and OpenVMS
- Top Secret SSBI Security Clearance

PROFESSIONAL EXPERIENCE:

Systems Engineer/Consultant; (All ISSEP Domains) Zeta Associates, Inc. 562 Sable Blvd., Aurora, CO 80011 (October 2007 – January 2022, 14 years) Supervisor: Eric Long 303-739-8314, 303-677-3951

- Product design team member responsible for full system life cycle design, implementation, delivery, operations and maintenance of large data processing systems for the U.S. Air Force.
- Primary design and implementation responsibilities include meeting Risk Management Framework (RMF) and Director of Central Intelligence Directive 6/3 (DCID 6/3) security requirements.
- Responsibilities include:
 - Writing system design requirements that meet the RMF and the DCID 6/3 under ICD 503 and the DoD Joint Special Access Program Implementation Guide (JSIG).
 - Writing System Security Plans (SSP) and ensuring the system design meets the criteria of the SSP.
 - Participating in the system data categorization process
 - Selecting system security controls and writing System Controls Tracability Matrix (SCTM) documents
 - Writing Information Assurance (IA) assessment plans
 - Writing Systems security operations manuals
 - Performing system security testing with the Designated Authorization Officer's (DAO) representative, the Security Controls Assessor (SCA).
 - Training security procedures to system administrators, operators and Information Security Officers (ISO).
 - Supporting operations, maintenance and continuous monitoring of systems once delivered to the customer.

Systems Engineer; (All ISSEP Domains) Lockheed Martin, Aurora CO (February 1999 – October 2007, 8+ years) Lab Manager: Nick Russo 303-739-8360, 410-370-3904

- Systems engineering and Information Assurance support for a large U.S. Air Force research and development lab at a major Air Force facility.
- Responsibilities included:
 - Writing DCID 6/3 System Security Plans, Security Assessment Plans, Security Testing with Designated Accrediting Authority (DAA) representative and ongoing system re-assessment.

- Network security design and implementation.
- Overseeing the design and implementation of overall network architecture for several large, secure LANs supporting classified missions. Networks included WAN links to remote sites using firewall based VPN tunnel technology.
- Evaluation of system network connectivity needs, writing and testing of firewall rules.
- Monitoring network performance and security logs.
- Identifying, authorizing and training of new lab system administrators, ISOs and users.
- Account management of both privileged and non-privileged users.

Sr Support Engineer/Consultant; (ISSEP Technical Management, Systems Security Engineering Domains) Digital Equipment Corporation, Denver, CO (August 1974 – February 2007, 24+ years)
 Engineer – Michael Harrison 308-631-0072

- On-site vendor operating system and network support engineer delivering vendor solutions to a large U.S. Air Force customer in both the United Kingdom and the U.S.
- Responsibilities included:
 - Support for the Open/VMS and Tru64 Operating systems
 - Vendor layered product support including de-bug and problem escalation
 - System design consulting including:
 - First implementation of Ethernet, network design, network performance monitoring, node management, etc.
 - Designed and implemented the customers first Ethernet monitoring system for detecting “illegal” taps and additions on the network.
 - Implemented the customer’s first network topology management system.
 - Implemented and managed the customer’s first packet filtering routers followed by the customer’s first firewall LAN isolation designs.

CERTIFICATIONS

CISSP – ISC²: ID 481950
 CISA – ISACA: ID 15122170
 Security + - CompTIA Career ID COMP001020667875
 General Commercial Radio Telephone License – Federal Communications Commission

SECURITY CLEARANCE:

- Top Secret SBBI (retired)

EDUCATION:

University of Maryland, University College Europe – Kaiserslautern, Germany

- Bachelor of Science Degree in Computer Science

Recent General Computer Security Education:

- ISSEP – Live On-Line ISC², Kathryn Jackson, Instructor
- Risk Management Framework – Office of Security and Counterintelligence, NRO School of Security Education
- CISSP – Live On-line ISC², Oren Paz, Instructor
- Security + – Live On-line, InfoSec Institute

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CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member to the Joint Water Authority
Item Initiator: Casey Rossman, Management Assistant, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water/ Rachel Allen, Client Group Manager
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to reappoint one (1) member to the Joint Water Authority
 -No Waiver of Reconsideration
 -Marshall Brown, General Manager, Aurora Water
 -No Outside Speaker
 -5 min. Presentation / 5 min. Questions

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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.)

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 2025), and Sarah Young for a three (3) year term (expiring December 2024), to the Joint Water Authority.

On October 19, 2022, the Water Policy Committee supported moving the appointment of Mathew Allsopp to the Joint Water Authority Board forward to Study Session.

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.

The Joint Water Authority was formed in 1983 by an Intergovernmental Agreement (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 the 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 current Aurora members are Alexandra Davis, Deputy Director of Water Resources, term of three (3) years, December 2022 to December 2025 and Sarah Young, Deputy Director of Planning and Engineering, term of three (3) years December 2021 to December 2024. Steve Sciba Deputy Director of Operations was also a member with a term of three (3) years, December 2020 to December 2023 but has since retired.

Mathew Allsopp will complete the duration of Steve Sciba's term ending in December 2023 and will continue with an additional term of three (3) years from December 2023 to December 2026. Mathew is the Superintendent of Source Water for Aurora Water and will bring extensive knowledge of operations and treatment which will add immense value to the Joint Water 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, operational issues and planning and engineering. 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. 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.

Aurora Water is requesting Mathew Allsopp be appointed to serve the **remainder of Steve Sciba's appointment** ending in December 2023 and an additional three (3) years from December 2023 to December 2026.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the Appointment of Mathew Allsopp to the Joint Water Authority forward to the next Council Meeting?

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.**"

The City has agreed, through previously executed Intergovernmental Agreements, to appoint representatives of the City to be members of the Homestake Steering Committee, as well as directors of the Aurora Colorado Springs Joint Water Authority.

City Council is authorized to appoint members to these boards, and delegate to those members such functions, powers and authority of the City as Council deems proper and advisable. (City Charter Article 3-9) (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

Date:
09/29/2022

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:
Joint Water Authority Board

PERSONAL INFORMATION:

Name: MATHEW ALLSOPP		How long in Aurora?: 20 years
Home Address: [REDACTED]	Zip: [REDACTED]	Registered to Vote?: Yes
e-mail address: mallsopp@auroragov.org	**Date of Birth: [REDACTED]	Home Phone: [REDACTED]
		Work Phone: 303-739-7995

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

Yrs. Completed: 4 years	Degree(s): High School Diploma
Colleges: N/A	

EMPLOYMENT:

Employer Name/Address: City of Aurora/ Aurora Water 15151 E Alameda Pky, Aurora, CO. 80012	Source Water Superintendent	How long? 2 years
Work Experience: 18 years with Aurora Water. 12 years in Source of Supply. Manages the Operation and Maintenance of the City's water supply and Dam Safety Program. Develops, review and manages the Source of Supply budget. Provide project oversight and management. Coordinates operations and maintenance at shared facility with Denver Water, Roxborough Water and Sanitation.	Certifications: Water Treatment D and Water Distribution 2	

COMMUNITY INVOLVEMENT:

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

If yes, what position:

INTERESTS/ACTIVITIES:

Hiking, fishing, camping and golf.

WHY DO YOU DESIRE THIS APPOINTMENT:

My knowledge and experience will be an asset on this Board and will benefit the citizen of Aurora.

How much time do you anticipate being able to spend on this appointment each month?
24 hours per month and more if needed.

PLEASE GIVE THREE REFERENCES:

Name: Marshall Brown	Address: 15151 E. Alameda Pkwy., Suite 3600 Aurora, CO 80012	Phone: 303-739-7378
Name: Todd Brewer	Address: 15151 E. Alameda Pkwy., Suite 3600 Aurora, CO 80012	Phone: 303-326-8807
Name: Alexandra Davis	Address: 15151 E. Alameda Pkwy., Suite 3600 Aurora, CO 80012	Phone: 303-739-7274

I certify that the foregoing information is true and correct.

Mathew J Allsopp
(Volunteer's name printed)

Mathew J Allsopp
(Volunteer's signature)

10/4/2022
(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>	

FOR OFFICE USE ONLY:

<p>Date Received: _____</p> <p>Excel Entry Date: _____</p> <p>Initials: _____</p>	<p>Registered Voter: ___ Yes ___ No ___ N/A County: _____</p> <p>As of: _____ Volunteer Agreement Signed?: ___ Yes ___ No</p> <p>Incumbent? ___ Renewal Letter Attached? ___ New Volunteer Agreement? ___</p>
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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
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson
Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina
Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine
Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

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

Summary of Issue and Discussion: M. Brown stated, Aurora Water is requesting Matthew Allsopp be appointed to serve the remainder of Steve Sciba’s appointment ending in December 2023 and an additional three (3) years from December 2023 to December 2026.

Outcome: The Committee supports the Consideration to reappoint one (1) member to the Joint Water Authority.

Follow-Up Action: Forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member to the Homestake Steering Committee.
Item Initiator: Casey Rossman, Management Assistant, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Rachel Allen, Manager of Client Services, 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: 11/7/2022

Regular Meeting: 11/14/2022

ITEM DETAILS:

Consideration to appoint one (1) member to the Homestake Steering Committee
-No Waiver of Reconsideration
-Marshall Brown, General Manager, Aurora Water / Rachel Allen, Manager of Client Services, City Attorney
-No outside speaker
-5 min. presentation / 5 min. questions

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 10/19/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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.)

Previously, the City Council appointed Sarah Young to a three (3) year term (expiring December 2024), Steve Sciba to a three (3) year term (expiring December 2023), Alexandra Davis to a three (3) year term (expiring December 2025).

On October 19, 2022, The Water Policy Committee supported moving the appointment of Mathew Allsopp to the Homestake Steering Committee for a four (4) year term (expiring December 2026) forward to Study Session.

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 funding 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 an 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 2022 to December 2025 and Sarah Young, Deputy Director of Planning and Engineering, term of three (3) years December 2021 to December 2024. Steve Sciba Deputy Director of Operations was also a member with a term of three (3) years, December 2020 to December 2023 but has since retired.

Mathew Allsopp will complete **the duration of Steve Sciba's term ending in** December 2023 and will continue with an additional term of three (3) years from December 2023 to December 2026. Mathew is the Superintendent of Source Water for Aurora Water and will bring extensive knowledge of operations and treatment which will add immense value to the Homestake Steering 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

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

Aurora Water is requesting Mathew Allsopp be appointed to serve the **remainder of Steve Sciba's appointment** ending in December 2023 and an additional three (3) years from December 2023 to December 2026.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the Appointment of Mathew Allsopp to the Homestake Steering Committee forward to the next Council Meeting?

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 and engineer manager."

The City has agreed, through previously executed Intergovernmental Agreements, to appoint representatives of the City to be members of the Homestake Steering Committee, as well as directors of the Aurora Colorado Springs Joint Water Authority.

City Council is authorized to appoint members to these boards, and delegate to those members such functions, powers and authority of the City as Council deems proper and advisable. (City Charter Article 3-9) (Best.)

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:
09/29/2022

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**

PERSONAL INFORMATION:

Name: MATHEW ALLSOPP		How long in Aurora?: 20 years	
Home Address: [REDACTED]		Zip: [REDACTED]	
e-mail address: mallsopp@auroragov.org		Registered to Vote?: Yes	
**Date of Birth: [REDACTED]		Home Phone: [REDACTED]	
		Work Phone: 303-739-7995	

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

Yrs. Completed: 4 years	Degree(s): High School Diploma
Colleges: N/A	

EMPLOYMENT:

Employer Name/Address: City of Aurora/ Aurora Water 15151 E Alameda Pky, Aurora, CO. 80012	Source Water Superintendent	How long? 2 years
Work Experience: 18 years with Aurora Water. 12 years in Source of Supply. Manages the Operation and Maintenance of the City's water supply and Dam Safety Program. Develops, review and manages the Source of Supply budget. Provide project oversight and management. Coordinates operations and maintenance at shared facility with Denver Water, Roxborough Water and Sanitation.		Certifications: Water Treatment D and Water Distribution 2

COMMUNITY INVOLVEMENT:

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

If yes, what position:

INTERESTS/ACTIVITIES:

Hiking, fishing, camping and golf.

WHY DO YOU DESIRE THIS APPOINTMENT:

My knowledge and experience will be an asset on this committee and will benefit the citizen of Aurora.

How much time do you anticipate being able to spend on this appointment each month?
24 hours per month and more if needed.

PLEASE GIVE THREE REFERENCES:

Name: Marshall Brown	Address: 15151 E. Alameda Pkwy., Suite 3600 Aurora, CO 80012	Phone: 303-739-7378
Name: Todd Brewer	Address: 15151 E. Alameda Pkwy., Suite 3600 Aurora, CO 80012	Phone: 303-326-8807
Name: Alexandra Davis	Address: 15151 E. Alameda Pkwy., Suite 3600 Aurora, CO 80012	Phone: 303-739-7274

I certify that the foregoing information is true and correct.

Mathew J Allsopp
(Volunteer's name printed)

Mathew J Allsopp
(Volunteer's signature)

10/04/2022
(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>	

FOR OFFICE USE ONLY:

<p>Date Received: _____</p> <p>Excel Entry Date: _____</p> <p>Initials: _____</p>	<p>Registered Voter: ___ Yes ___ No ___ N/A County: _____</p> <p>As of: _____ Volunteer Agreement Signed?: ___ Yes ___ No</p> <p>Incumbent? ___ Renewal Letter Attached? ___ New Volunteer Agreement? ___</p>
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Date Interviewed:	Comments:	Appointed?
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